
Annexure C

AMENDMENTS TO F-5 TOLLROAD PROJECT DEED, M5 WESTERN LINK PROJECT DEED AND M5 LEASES

(Clause 5)

- 1. Part 1 – Consolidated amendments to F-5 Tollroad Project Deed (including consolidated Scope of Works and Design Criteria)**

**F-5 TOLLROAD
PROJECT DEED
DATED 22 FEBRUARY 1991**

AS AMENDED BY THE:

**F-5 TOLLROAD PROJECT AMENDMENT DEED
DATED 29 JUNE 1993**

AND

**F-5 TOLLROAD PROJECT AMENDMENT DEED
(TOLLED RAMPS AND WATTLE GROVE NOISE BARRIERS)
DATED 3 NOVEMBER 1994**

AND

**DEED OF CONSENT AND NOVATION
DATED 21 AUGUST 1996**

AND

**F-5 TOLLROAD PROJECT DOCUMENTATION
DEED OF AMENDMENT
DATED 30 JUNE 1997**

AND

**F-5 TOLLROAD PROJECT WORKS COMMITMENT
AND NOVATION DEED
DATED 30 JUNE 1997**

AND

**CONSENT DEED - M5 PROJECT DOCUMENTS
DATED 26 JUNE 1998**

AND

**DEED OF CONSENT AND NOVATION
SALE OF CBA SHARES**

DATED 15 DECEMBER 1998

AND

F-5 TOLLROAD PROJECT DOCUMENTATION
WORKS COMMITMENT DEED

(MOOREBANK AVE INTERCHANGE & ASSOCIATED WORKS)

DATED 24 JUNE 2002

AND

F-5 TOLLROAD PROJECT DOCUMENTATION
DEED OF AMENDMENT

(MOOREBANK AVE INTERCHANGE & ASSOCIATED WORKS)

DATED 24 JUNE 2002

AND

RTA CONSENT DEED - 2009
DATED ON OR ABOUT 22 DECEMBER 2009

AND

M5 WEST WIDENING DEED
DATED ON OR ABOUT 19 JUNE 2012

between

Roads and Traffic Authority of New South Wales

and

The Honourable Wallace Telford Murray MP

*Deputy Premier, Minister for Transport and Minister for Roads for and on
behalf of Her Majesty Queen Elizabeth the Second in right of the State of
New South Wales*

and

Interlink Roads Pty Limited

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION	1
1.1 Definitions	1
1.2 Proper law	12
1.3 Number, gender and persons	12
1.4 Headings	12
1.5 Statutes.....	12
1.6 Company obligations	12
1.7 Contra proferentem.....	13
1.8 RTA's position as an Authority	13
1.9 Discontinuance of bodies or associations.....	13
1.10 References.....	13
1.11 Calculations	13
1.12 Joint and several liability.....	14
1.13 The Crown	14
1.14 No joint venture	14
1.15 Clause 2.1 to prevail	14
1.16 Base Case Model adjustment.....	14
2. PROJECT PARAMETERS	15
2.1 Policy and intent	15
2.2 Company's fundamental obligation.....	19
2.3 Company's assumption of risk	19
2.4 Traffic	19
2.5 Alternative roads	19
2.6 Requirements of Authorities	20
2.7 Environmental requirements	21
2.8 RTA undertakings.....	22
2.9 Representations and warranties.....	22
2.10 Business of the Company.....	23
2.11 Conditions precedent.....	23
2.12 Disclaimer and entire agreement	23
2.13 Removal of Cashback	24
2.14 Upside sharing.....	24
2.15 M5 West Widening Project.....	25
3. THE LAND AND LICENSED AREAS	25
3.1 Access.....	25
3.2 Condition of structures	26
3.3 Signage Area licence	26
3.4 Maintenance of Land and Licensed Areas	27
4. LEASE	27
4.1 Grant of Lease.....	27
4.2 Completion of Lease.....	27
4.2A Completion of the Moorebank Lease	27
4.3 Execution of Lease	27
4.4 Lease in registrable form	28
4.5 Plans of compilation	28
5. DESIGN	28
5.1 Scope of Works and Design Criteria.....	28
5.2 Proprietary Documentation.....	29
6. CONSTRUCTION	29
6.1 Construction.....	29
6.2 Construction reports.....	30
6.2A M5 Motorway Duplication construction reports.....	30

6.2B	Moorebank Ave Interchange and Associated Works construction reports	30
6.3	Surveys	30
6.4	RTA's right to enter and inspect	31
6.5	Explosives	31
6.6	Tollroad commencement	31
6.7	Contracts	31
6.8	Traffic diversion and control	32
6.9	Ownership of Plant	32
6.10	M5 West Widening Project	32
7.	OPERATION	32
7.1	General	32
7.2	Operation, maintenance and repair manual	32
7.3	Maintenance and repair fund	33
7.4	Company to keep Tollroad open	33
7.5	Toll calculation and collection	34
7.6	Use of defective facilities	34
7.7	Compliance with statutory requirements	34
7.8	Use of signs	34
7.9	Service Centre	35
7.10	Notification of disorderly conduct	36
7.11	Notification of unlawful acts	36
8.	MAINTENANCE AND REPAIR	37
8.1	General	37
8.2	Reports	37
8.3	Inspection	37
8.4	Notice of damage and accidents	37
8.5	Notification of defects by RTA	38
8.6	RTA may perform obligations	38
8.7	RTA's right to reimbursement	38
8.8	Rates	38
9.	INSURANCE	39
9.1	Insurance	39
9.2	Insurance generally	39
9.3	Reinstatement	40
9.4	Insurance moneys	40
9.5	No Vitiating of insurance	41
9.6	Payment of premiums	41
9.7	Information	41
9.8	Notice to RTA	41
9.9	Actions	41
10.	INDEMNITIES	41
10.1	Release	41
10.2	Indemnification	42
10.3	Survival of indemnities	42
11.	ASSIGNMENT OR MORTGAGE	43
11.1	Assignment by the Company	43
11.2	Change of the Company's shareholding	43
11.3	Permitted assignments	43
11.4	Mortgages	44
12.	SECURITY	45
12.1	Security	45
12.2	Release of Bond	45
12.3	PPS Security	45
13.	TERMINATION	46
13.1	Termination by RTA	46
13.2	Opportunity to remedy	48
13.3	Termination by the Company	49
13.4	Suspension of Termination Notice	50

13.5	Damages	52
13.6	Vesting of fixtures.....	55
13.7	Removal of signs	55
13.8	Plant manuals.....	55
14.	DISPUTE RESOLUTION	55
14.1	Disputes about Scope of Works and Design Criteria.....	55
14.2	Clause 2.1 disputes.....	56
14.3	All other disputes.....	56
15.	REPORTING AND ACCOUNTING OBLIGATIONS	57
15.1	Accounts open for inspection	57
15.2	Cash flow and profit and loss statement.....	57
15.3	Traffic figures	57
15.4	Audit.....	57
15.5	Project Programme	58
15.6	Maintenance and repair budget.....	58
16.	COMPANY PAYMENTS TO THE RTA	58
16.8	Company payments to the RTA.....	58
17.	GENERAL	60
17.1	Payments.....	60
17.2	Notices	60
17.3	Artifacts.....	60
17.4	Costs.....	60
17.5	Non-merger	61
17.6	Moratorium	61
17.7	Services.....	61
17.8	No agency.....	61
17.9	No waiver	61
17.10	Waiver in writing.....	62
17.11	Rights cumulative	62
17.12	Interest on overdue amounts	62
17.13	Survival of indemnities	62
17.14	Entire agreement.....	62
17.15	Severability of provisions.....	62
17.16	GST	62
SCHEDULE 1		64
Pro forma provisions for insertion in sub-contracts entered into by the Company		64
SCHEDULE 2		65
Pro forma deed of assignment		65
SCHEDULE 3		69
Calculation of Tolls.....		69
SCHEDULE 4		72
Acquisition information		72
SCHEDULE 5		79
Contractual pattern for Project delivery.....		79
SCHEDULE 6		80
Form of Bond		80
SCHEDULE 7		81
Removal of Cashback		81
SCHEDULE 8		88
Upside Sharing		88
SCHEDULE 9		93
Principles for Agreed Brief		93
SCHEDULE 10.....		94
Bridge Works Lease.....		94
SCHEDULE 11.....		97
Terms of appointment for Expert		97
SCHEDULE 12.....		102

THIS DEED is made on 22 February 1991 between the following parties:

1. **ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES**, a statutory authority established pursuant to the Transport Administration Act 1988 of 24 Campbell Street, Sydney (the "**RTA**"); and
2. **THE HONOURABLE WALLACE TELFORD MURRAY MP, DEPUTY PREMIER, MINISTER FOR PUBLIC WORKS AND MINISTER FOR ROADS** for and on behalf of Her Majesty Queen Elizabeth The Second in Right of the State of New South Wales (the "**Minister**"); and
3. **INTERLINK ROADS PTY LIMITED** (A.C.N. 003 845 430) of 472 Pacific Highway, St Leonards, New South Wales (the "**Company**").

RECITALS:

- A. By letter dated 12 December 1989 enclosing a document entitled "Invitation to Submit Firm Offers" the Company was invited by the RTA to submit a firm offer to finance, design, construct, operate, maintain and repair the roadway described in that document as the F5 Tollroad.
- B. Following the submission of a firm offer by the Company in response to the invitation, the parties have agreed that the Company should finance, design, construct, maintain, operate and repair the Tollroad on the terms and conditions set out in this deed.
- C. To facilitate that agreement:
 - (a) the RTA has agreed to acquire the Land; and
 - (b) the RTA has agreed to grant a lease of the Land to the Company.
- D. The toll levied on users of the Tollroad by the Company may be collected and retained by the Company for its own use and benefit in accordance with the provisions of this deed .

THE PARTIES AGREE AS FOLLOWS:

Part 1

1. **INTERPRETATION**

1.1 **Definitions**

In this deed, unless the context requires otherwise, the following expressions have the following meanings:

~~2009-2012~~ Consent Deed means the document entitled "~~RTA-RMS~~ Consent Deed - ~~2009~~2012" dated on or about ~~22-December-2009~~the Satisfaction Date between, among others, the Company, the RTA and the Security Trustee;

Accounting Period means an accounting reference period of the Company for the purposes of preparation of its financial statements;

Accounting Profit means the net profit after tax (calculated in accordance with ~~the accounting concepts, standards and disclosure requirements of the Australian accounting bodies from time to time,~~ applicable accounting standards issued by the Australian Accounting Standards Board from time to time, ~~the provisions of schedule 5 to the~~

~~Corporations Regulations~~ and the requirements of law from time to time) derived by the Company;

Actual Revenue means, with respect to any period, the actual revenue derived by the Company from the Project during that period;

~~Ancillary Works means that part of the works specified in the Scope of Works and Design Criteria which are not to be constructed or located on the Land;~~

Adjusted Base Premium means the amount calculated in accordance with the formula:

Adjustment Protocol means the protocol set out in schedule 12;

Advisory Sign means a sign (meeting the specifications set out in the Scope of Works and Design Criteria) erected or to be erected on the Signage Area;

Agent has the meaning given to it in the Facility Agreement;

Ancillary Works means that part of the works specified in the Scope of Works and Design Criteria which are not to be constructed or located on the Land (excluding the Bridge Works Land);

Annexed Lease means the form of lease exhibited to this deed and marked "A";

Associated Works means the Associated Works as defined in the M5 Tollroad Project Works Commitment Deed;

Authorities means all government departments and local government councils, governmental and statutory authorities and bodies having a right to give any consent or impose any requirement with respect to the Project or regulate any conduct on the Premises, the Licensed Areas, or the Signage Area;

Availability Period means the period from and including the date of this deed up to the last to occur of the Repayment Dates (as defined in the Facility Agreement) or such later date as may be agreed and includes, if the debts and monetary liabilities, actual or

contingent, of the Company under the Facility Agreement, ~~or the Further Facility Agreement~~ have been refinanced by any other financial institution (on terms reasonably acceptable to the RTA), such further period, if any, during which financial accommodation is available under the agreement pursuant to which such refinancing was effected;

Bank Debt has the meaning given to the term "Secured Money" in the Facility Agreement;

Bank Debt Repayment Date means the date on which the Bank Debt is repaid in full;

Base Case Model means ~~financial projections provided by the Company to the RTA dated 21 February 1991 and initialled by the parties for identification as at the date of this~~ the financial model and assumptions prepared by the Company (and audited by an independent auditor acceptable to RTA) which the parties have agreed and initialled for identification on or about the Satisfaction Date which:

(a) prior to the M5 West Widening Works Completion Date, will have:

(i) the status quo scenario activated (cell J6 on the 'sens' worksheet is selected); and

(ii) all model integrity checks showing "OK" (cell E324 on the 'tbl' worksheet is zero); and

(b) on and from the M5 West Widening Works Completion Date, will have:

(i) the widening scenario activated (cell K6 on the 'sens' worksheet is selected); and

(ii) all model integrity checks showing "OK" (cell E324 on the 'tbl' worksheet is zero).

as adjusted from time to time in accordance with clause 1.16;

~~**Base Case Revenue** has the meaning specified in Schedule 3;~~

Bond means the insurance bond to be provided by the Company to the RTA in accordance with Part 12 of this deed;

Bridge Works Land has the meaning given in schedule 10;

Bridge Works Lease has the meaning given in schedule 10;

Business Day means a day on which trading banks are open for business in Sydney;

Call Option Deed means the document entitled "M5 Motorway Call Option" between RTA, the Company, M5 Holdings Pty Limited and Commonwealth Bank of Australia dated 29 June 1993;

Charge Toll means the toll imposed on users of the Tollroad;

Completion means that stage in the construction of the Stage 1 Tollroad or the Stage 2 Tollroad or the Tolled Ramps, or the M5 Motorway Duplication, or the Moorebank Ave Interchange and Associated Works as the case may be, when work is complete except for minor omissions and minor defects which do not prevent the Stage 1 Tollroad or the Stage 2 Tollroad or the Tolled Ramps, or the M5 Motorway Duplication, or the Moorebank Ave Interchange and Associated Works as the case may be, from being open to the public for the continuous passage of vehicular traffic;

CPI means:

- (a) the "All Groups Consumer Price Index" for Sydney, published quarterly by the Australian Bureau of Statistics as long as there is no change in the coverage, periodicity or reference base from that applying at the date of this deed;
- (b) if such Index is published and there is a change in coverage and the Index is linked to previous CPI's, such Index shall be the CPI;
- (c) if such Index is revised to a new base and a conversion factor to apply to the old Index to make it comparable with the new Index is provided, then the conversion factor shall be applied to all previous CPI's as published or otherwise revised in terms of this deed to calculate revised CPI's in terms of the new reference base;
- (d) if such Index is revised to a new base and a conversion factor to apply to the old Index to make it comparable with the new Index is not provided then the President of the Institute of Actuaries of Australia or his nominee, acting as an expert and not as an arbitrator (the "**Expert**") shall be called upon to calculate revised CPI's for all CPI's as published or otherwise revised in terms of this deed and the Expert's determination shall be conclusive and binding on the parties;
- (e) if such Index is published but:
 - (1) there is a change in coverage and the Index is not linked to previous CPI's;
or
 - (2) there is a change in periodicity,

then the Expert shall be called upon to decide whether such Index is appropriate as a general indicator of the rate of price change for consumer goods and services in Sydney or, if it is not, what other index shall be used as a substitute index for the purpose of calculating the payments due under this deed and the Expert's determination shall be conclusive and binding on the parties;

- (f) if there is a cessation in the publication of such Index and the Australian Bureau of Statistics publishes another Index which it states to be in replacement of such Index and the replacement Index is linked to old CPI's then all CPI's relevant to this deed shall be recalculated to the same reference base as the replacement Index;
- (g) if there is a cessation in the publication of such Index and the Australian Bureau of Statistics publishes another Index which is not linked to old CPI's then the Expert shall be called upon to calculate revised CPI's for all previous CPI's as published or as otherwise revised in terms of this deed and the Expert's calculation shall be conclusive and binding on the parties;
- (h) if there is a cessation in the publication of such Index and the Australian Bureau of Statistics does not publish another Index in replacement of such Index then the Expert shall be called upon to provide an index which he determines to be appropriate as a general indicator of the rate of price change for consumer goods and services in Sydney and the Expert's determination shall be conclusive and binding on the parties;

Deed of Charge means:

- (a) the deed so entitled of even date to be entered into between the Company and the RTA as security for performance of the Company's obligations under this deed; and

(b) the deed entitled "General Security Deed" entered into between the Company and the RTA on or about the Satisfaction Date as security for performance of the Company's obligations under the Project Documents;

D&C Contract means the D&C Contract defined in the M5 Western Link Project Deed;

Drawings means all drawings prepared or to be prepared for the design and construction of the Tollroad and the Ancillary Works (but excluding drawings for the design and construction of the M5 West Widening Works);

Early Termination Amount means the aggregate of:

(a) the Bank Debt (less any amounts by way of default interest on any amount which (immediately prior to the date on which the Early Termination Amount is due and payable pursuant to this deed) is due and payable but unpaid under the Facility Agreement ~~or Further Facility Agreement~~); and

~~(b) the Mezzanine Finance (less any amounts by way of default interest on any amount which (immediately prior to the date on which the Early Termination Amount is due and payable pursuant to this deed) is due and payable but unpaid under the Mezzanine Finance Agreement); and~~

~~(e)~~(b) the amount of all monetary obligations incurred by the Company under the terms of any contract entered into by it for the purposes of the Project with contractors, consultants or other suppliers of goods and services to the extent accommodation has not been provided under the Facility Agreement for the purpose of meeting such obligations.†

but does not include any amount which has been paid by, or is or may become payable by, RTA to the Company under clause 9.13 of the M5 West Widening Deed so as to ensure that there is no double counting or double relief afforded to the Company in circumstances where RTA becomes liable to pay each of the M5 West Widening Early Termination Amount (as defined in the M5 West Widening Deed) and the Early Termination Amount to the Company;

EIS 1994 means the document entitled "Proposed M5 East Motorway, Fairford Road to General Holmes Drive, Environmental Impact Statement 1994 as supplemented, from time to time;

EIS 1996 Supplement is the Environmental Impact Statement entitled "Supplement to the M5 East Motorway Environmental Impact Statement 1996";

Environmental Conditions of Determination means the determination by the RTA in the document titled the Proposed Moorebank Interchange Review of Environmental Factors Decision Report dated 21 March 2002;

Environmental Determination is the:

(a) determination by the RTA and the approval of the Minister of Urban Affairs and Planning in respect of:

(i) the activities referred to in the EIS 1994;

(ii) the EIS 1996 Supplement; and

(iii) any other supplement, of a similar nature to the EIS 1996 Supplement; and

(b) the determination by the RTA of the review of environmental factors for the east facing on and off ramps, toll facilities and associated work at River Road.

Environmental Impact Determination means:

- (a) the determination made by the Commissioner for Main Roads in 1986 headed "Freeway No 5 - South Western Freeway, King Georges Road, Heathcote Road";
- (b) the environmental impact assessment report upon which that determination was based;
- (c) the determination made by the Chief Executive of the RTA on 21 February 1991 headed "Determination under Section 112 Environmental Planning and Assessment Act 1979 in relation to that part of the F5 Freeway between Moorebank Avenue and King Georges Road ("the Western F5)"; and
- (d) the assessment report and review of environmental factors on which that determination was based,

a copy of each of which is exhibited to this deed and marked "B";

EPA Act means the Environmental Planning and Assessment Act 1979;

Event of Default means an event or circumstance referred to in clause 13.1;

Expected Financial Return ~~has the meaning given to it in the Annexed Lease~~ means:

- (a) for the purposes of clause 16.8, the return determined in accordance with that clause; and
- (b) in each other instance,

Facility Agreement means the agreement entitled "Amended and Restated Senior Facilities Agreement" dated on or about ~~22 December 2009~~ the Satisfaction Date between, among others, the Company, the Agent and the Security Trustee or any other document that RTA and the Company agree in writing is the "Facility Agreement" for the purposes of this deed;

Fixed and Floating Charge means the fixed and floating charge dated 22 November 2009 ~~to be~~ granted by the Company over all of its assets and undertaking in favour of the Security Trustee;

~~**Further Facility Agreement** means the agreement to be entered into by the Company and a financial institution for the purposes of providing financial accommodation to the Company in respect of the M5 Motorway Duplication;~~

GST and GST law have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time) or any replacement or other relevant legislation and regulations. Terms defined in the GST law have the same meaning in clauses concerning GST unless the context requires otherwise. Any reference to GST payable by the supplier includes any GST payable by the representative member of any GST group of which the supplier is a member. Any reference to an input tax credit to which a party is entitled includes an input tax credit for an acquisition made by that party but to which the representative member of any GST group of which the party is a member is entitled;

Interest Rate Hedging Protocol means the interest rate hedging protocol set out in Attachment 1 to schedule 12;

Land means:

(a) the land to be leased to the Company under the Lease, plans of which land are attached to this deed and marked "C" and, except where expressly excluded, includes the Moorebank Land; and

(b) except where expressly excluded, the Bridge Works Land;

Lease means the lease to be entered into pursuant to part 4 (excluding clause 4.1(c)), in the form or substantially in the form of the Annexed Lease, and except where expressly excluded, includes the Moorebank Lease;

Licensed Areas means those areas adjoining or in the vicinity of the Tollroad on which the Ancillary Works are to be carried out or to which the Company requires access to enable it to construct the Tollroad and the Ancillary Works, being those areas hatched blue and green on the plans exhibited to this deed and marked "D";

Local Roads means all roads located on the Moorebank Land other than the Tollroad;

Maintenance and Repairs Accrual Account means the account established pursuant to clause 7.3(c);

Maintenance Works means Maintenance Works as defined in the M5 Tollroad Project Works Commitment Deed;

~~**Mezzanine Coupon** means interest (to the extent only of 5% per annum) which has accrued on the principal indebtedness of the Company to the Financier under the Mezzanine Finance Agreement since the Bank Debt Repayment Date;~~

~~**Mezzanine Finance** means all debts and monetary liabilities, whether actual or contingent, of the Company to the Financier under the Mezzanine Finance Agreement or (where the relevant indebtedness is refinanced with another company) to that other company under the agreement pursuant to which the relevant indebtedness was refinanced;~~

~~**Mezzanine Finance Agreement** means the agreement so entitled to be entered into between the Company and Leighton Contractors Pty Limited to provide the Company with financial accommodation in respect of the Project, as that agreement may be amended, novated, supplemented or replaced from time to time;~~

Minister means the Minister and includes any other Minister given the responsibility for the administration of the Roads Act 1993 (NSW) from time to time;

Model Outputs Schedule has the meaning given to that term in the Adjustment Protocol;

Moorebank Ave Interchange and Associated Works Completion Date means the date on which the Moorebank Ave Interchange and Associated Works are complete except for minor omissions and minor defects which do not prevent the Moorebank Ave Interchange and Associated Works from being opened to the public for continuous passage of vehicular traffic;

Moorebank Ave Interchange means the Moorebank Ave Interchange as defined in the M5 Tollroad Project Works Commitment Deed;

Moorebank Land means the New Land as defined in the M5 Tollroad Project Works Commitment Deed;

Moorebank Lease means the New Lease as defined in the M5 Tollroad Project Works Commitment Deed;

Moorebank Licence means the licence between the RTA and the Company dated on or about the date of the M5 Tollroad Project Works Commitment Deed;

Moorebank Works Completion Date means the Works Completion Date as defined in the M5 Tollroad Project Works Commitment Deed;

M5 Deed of Amendment has the meaning specified in the M5 Tollroad Project Works Commitment Deed.

M5 Deed of Term Amendment has the meaning specified in the M5 Tollroad Project Works Commitment Deed.

M5 Lane Widening means the Lane Widening as defined in the M5 Tollroad Project Works Commitment Deed;

M5 Motorway Duplication means:

- (a) two new lanes south of the existing M5 Motorway between Fairford Road, Padstow and King Georges Road, Beverly Hills to complement the existing two-lane motorway, including new bridges across Salt Pan Creek, Bonds Road and Penshurst Road and excluding the overbridge and grade separation works at King Georges Road;
- (b) a new west facing on ramp and modification of the existing west facing off ramp at King Georges Road and excluding the overbridge and grade separation works at King Georges Road;
- (c) new east facing on and off ramps at Fairford Road and River Road, and toll collection facilities on each of them;
- (d) alterations to, or replacement of, noise barriers as required by the Environmental Determination between King Georges Road and Fairford Road; and
- (e) all the works ancillary to the M5 Motorway Duplication as set out in the Scope of Works and Design Criteria.

M5 Motorway Duplication Completion Date means the date on which the M5 Motorway Duplication is complete except for minor omissions and minor defects which do not prevent the M5 Motorway Duplication from being opened to the public for continuous passage of vehicular traffic;

M5 Tollroad Project Works Commitment Deed means the F5 Tollroad Project Documentation Works Commitment Deed (Construction of Moorebank Ave Interchange and Associated Works) between the RTA, the Minister and the Company;

M5 West Widening Works Completion Date means the Date of Construction Completion as defined in the M5 West Widening D&C Terms;

M5 West Widening D&C Terms means the documents included as Annexure A to the M5 West Widening Deed;

M5 West Widening Deed means the M5 West Widening Deed dated on or about 19 June 2012 between the RTA, the Minister and the Company;

M5 West Widening Local Road Works means the M5 West Widening Local Road Works as defined in the M5 West Widening Deed;

M5 West Widening Project means the M5 West Widening Project as defined in the M5 West Widening Deed;

M5 West Widening Project Approval means the approval dated 9 November 2011 issued by the Honourable Brad Hazzard, Minister for Planning and Infrastructure pursuant to Part 3A of the EPA Act in respect of the M5 West Widening Project;

M5 West Widening Project Documents means the M5 West Widening Project Documents as defined in the M5 West Widening Deed;

M5 West Widening Scope of Works and Technical Criteria means the document so titled and annexed to the M5 West Widening Deed;

M5 West Widening Service Works means the Service Works as defined in the M5 West Widening Deed;

M5 West Widening Works means the M5 West Widening Works as defined in the M5 West Widening D&C Terms;

M5 Western Link means the M5 Western Link as defined in the M5 Western Link Project Deed;

~~**M5 Western Link Bank Debt** means the M5 Western Link Bank Debt as defined in the M5 Western Link Project Deed;~~

~~**M5 Western Link Bank Debt Repayment Date** means the M5 Western Link Bank Debt Repayment Date as defined in the M5 Western Link Project Deed;~~

M5 Western Link Commencement Date means the M5 Western Link Commencement Date as defined in the M5 Western Link Project Deed;

M5 Western Link Financing Arrangements means the M5 Western Link Financing Arrangements as defined in the M5 Western Link Project Deed;

M5 Western Link Lease means the M5 Western Link Lease as defined in the M5 Western Link Project Deed;

M5 Western Link Project Deed means the deed dated 29 June 1993 between the RTA, the Honourable Bruce G Baird, MP and the Company;

M5 Western Link Sign means an M5 Western Link Sign as defined in the M5 Western Link Project Deed;

M5 Western Link Term means M5 Western Link Term as defined in the M5 Western Link Project Deed;

Novation Deed means the deed entitled F-5 Tollroad Project Works Commitment and Novation Deed entered into by the RTA, the Minister, the Company, the Commonwealth Bank of Australia and Trust Company of Australia, as trustee for the Infrastructure Trust of Australia I;

Operating Period means the period commencing on the Tollroad Commencement Date and terminating on the date of expiration or sooner determination of the Term;

Plant means all plant, machinery, equipment, fixtures, furniture, fittings and other improvements together with all alterations or additions thereto from time to time installed, constructed or placed upon or within the Premises by the Company;

PPSA means the *Personal Property Securities Act 2009 (Cth)*;

PPS Law means:

- (a) any regulations made at any time under the PPSA;
- (b) any provision of the PPSA or regulations referred to above;
- (c) any amendment to any of the above, made at any time; or
- (d) any amendment made at any time to the Corporations Act or any other legislation in connection with the implementation or as a consequence of the PPSA;

PPS Security Interest means a security interest under the PPSA;

Premises means the Land and the Tollroad and (but only prior to the Tollroad Commencement Date), the Licensed Areas and the Ancillary Works;

Project means the financing, design, construction, operation, maintenance and repair of the Tollroad, the financing, design and construction of the Ancillary Works and all things necessarily incidental thereto;

Project Documents means this deed, the Lease, the Deed of Charge, the M5 Tollroad Project Works Commitment Deed, the M5 Deed of Amendment, the M5 Deed of Term Amendment, the Moorebank Licence, the Moorebank Lease, the Bridge Works Lease, the 2012 Consent Deed or any other document or instrument contemplated by any of them and any other instrument which is expressed to be a Project Document;

Project Programme means the programme referred to in, and as amended from time to time pursuant to, clause 15.5;

Proprietary Documentation means all Drawings and Specifications and any other literary or artistic works or registrable designs or letters patent used or to be used to reach Completion;

Quarter means a calendar quarter;

Rates means all rates, taxes, charges, assessments, duties and fees of any public, municipal, government or semi-government body, authority or department which are levied, assessed or charged in respect of the Premises or the Project;

RMS means Roads and Maritime Services ABN 76 236 371 088;

RTA means the Roads and Traffic Authority of New South Wales and its authorised officers, employees and agents;

Satisfaction Date has the meaning given to it in the M5 West Widening Deed;

Scope of Works and Design Criteria means the document exhibited to this deed and marked "E" as amended from time to time;

Security Interest means any mortgage, charge or other encumbrance granted as security for the payment of a monetary obligation or the observance of any other obligation;

Security Trustee has the meaning given to it in the Facility Agreement;

Service Centre means the facility proposed by the Company to be included on the Land (excluding the Bridge Works Land) in accordance with clause 7.9 of this deed to provide services to the users of the Tollroad;

Setting Date means the date on which interest rate hedging arrangements are implemented in accordance with the Interest Rate Hedging Protocol, which date must be no more than 14 days after the Satisfaction Date;

Shoulder Widening means Shoulder Widening as defined in the M5 Tollroad Project Works Commitment Deed;

Signage Area means those parts of the areas hatched red on the plans exhibited to this deed marked "D" which are classified roads as defined in the Roads Act 1993 (NSW), or such other areas as may be agreed between the parties to this deed;

Specifications means the technical documents (other than Drawings) prepared for the design and construction of the Tollroad and the Ancillary Works (but excluding the M5 West Widening Project);

Stage 1 Commencement Date means the first day on which the Stage 1 Tollroad is open to the public for the continuous passage of vehicular traffic;

Stage 2 Commencement Date means the first day on which the Stage 2 Tollroad is open to the public for the continuous passage of vehicular traffic;

Stage 1 Tollroad means the Moorebank Avenue to River Road section of the Tollroad (excluding the Tolled Ramps), as more particularly referred to in the Scope of Works and Design Criteria;

Stage 2 Tollroad means the River Road to King Georges Road section of the Tollroad, as more particularly referred to in the Scope of Works and Design Criteria;

Temporary Works means any temporary physical work performed for the purpose of carrying out the company's work, but which do not form part of the permanent works;

Term means, subject to clause 2.4 of the Lease, ~~and~~ clause 2.1 of this deed and any extension granted in accordance with clause 8.3(c) of Annexure A to the M5 West Widening Deed, the period commencing on the Stage 1 Commencement Date and ending at midnight on 10 December 2026 ~~the later of the twenty-second anniversary of the Stage 1 Commencement Date and the expiration of the M5 Western Link Term~~;

Theoretical Toll means the toll calculated in accordance with clause 4 of schedule 3;

Tolled Ramps are the tolled east facing ramps to be built at Henry Lawson Drive, as more particularly referred to in the Scope of Works and Design Criteria;

Tollroad means:

- (a) the whole of the permanent works to be designed and constructed on the Land, the scope of which works is set out in the Scope of Works and Design Criteria; and
- (b) subject to the proviso below and with effect as from the M5 West Widening Works Completion Date, the M5 West Widening Works with the exception of the M5 West Widening Local Road Works and the M5 West Widening Service Works.

The term "Tollroad" does not include the M5 West Widening Works:

- (i) to the extent only that a provision in this deed expressly refers to the design and/or construction of the Tollroad (as the M5 West Widening Works were designed and constructed under the M5 West Widening Deed); or
- (ii) without limiting paragraph (i) above, where the term "Tollroad" is used in clauses 3.1, 5, 6.1 to 6.3 (inclusive), 6.5, 12.1(a) and 14.1(b).

For example, where a provision of this deed refers to the design, construction, operation and maintenance of the Tollroad the proviso in paragraph (i) above only limits the interpretation of Tollroad to the extent relating to the references to design and construction;

Tollroad Commencement Date means:

- (a) with respect to the Stage 1 Tollroad, the Stage 1 Commencement Date; and
- (b) with respect to the Stage 2 Tollroad, the Stage 2 Commencement Date; and

Traffic Management Plan means the plan submitted from time to time by the Company to the RTA in respect of management of traffic flow during the construction period;

Wattle Grove Noise Barriers are the noise barriers to be built adjacent to the southern carriageway of the Tollroad at Holsworthy, as more particularly referred to in the Scope of Works and Design Criteria.

1.2 **Proper law**

This deed is governed by the laws of New South Wales.

1.3 **Number, gender and persons**

In this deed, except to the extent that the interpretation is excluded by or is repugnant to the context:

- (a) reference to any party includes its successors and permitted assigns;

(ab) in light of the operation of the *Transport Legislation Amendment Act 2011 (NSW)* and clause 183 of Schedule 7 of the *Transport Administration Act 1988 (NSW)*, as of 1 November 2011, references in this deed to RTA are references to RMS;

- (b) the word "person" includes a body corporate and unincorporated association and vice versa;
- (c) words importing the singular number or plural number include the plural number and singular number respectively; and
- (d) reference to any gender includes all genders.

1.4 **Headings**

Headings of clauses have been inserted for guidance only and must not be used to interpret this deed.

1.5 **Statutes**

In this deed, reference to a statute or ordinance includes all proclamations, regulations and by-laws under and amendments to that statute or ordinance whether by subsequent statutes or ordinances or otherwise and any statute or ordinance passed in substitution for the statute or ordinance or incorporating any of its provisions.

1.6 **Company obligations**

- (a) Other than to the extent expressly provided for in this deed or the Scope of Works and Design Criteria, the RTA assumes no duty of care and has no obligation whatsoever to the Company to approve or otherwise comment on any documentation or information which the Company is obligated under this deed to

provide to the RTA in respect of the design, construction, operation and maintenance of the Tollroad.

- (b) No employee or officer of the RTA, other than the Chief Executive Officer or the person acting in that capacity (in writing), has any authority to approve or otherwise accept as performance of the Company's obligations under this deed any documentation or information which the Company is obligated under this deed to provide to the RTA in respect of the design, construction, operation and maintenance of the Tollroad.
- (c) Subject to clause 1.6(b), no advice, opinion or representation given by any officer or employee of the RTA in respect of the Company's obligations under this deed, [the Lease](#) or the [Bridge Works Lease](#) in any way diminishes or otherwise affects the Company's obligations under this deed, [the Lease](#) or the [Bridge Works Lease](#) and does not give rise to any waiver, variation or estoppel.

1.7 **Contra proferentem**

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that that party put forward this deed or any part of this deed.

1.8 **RTA's position as an Authority**

Nothing in this deed in any way unlawfully restricts or otherwise unlawfully affects the unfettered discretion of the RTA as to the use of its statutory powers, provided that this clause 1.8 does not, and is not intended to, limit the extent of the contractual obligations undertaken by the RTA and the Minister under or pursuant to this deed, nor the liability to fully compensate the Company for any breach by either of them of their respective obligations under or pursuant to this deed.

1.9 **Discontinuance of bodies or associations**

References in this deed to any authority, institute, association or body are:

- (a) 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 any other organisation, deemed to refer to that organisation; and
- (b) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation as serves substantially the same purposes or object as that authority, institute, association or body.

1.10 **References**

In this deed, except to the extent that the context otherwise requires, references to clauses, parts, schedules and exhibits are references to them in and to this deed. Any reference to this deed includes a reference to all schedules and exhibits to this deed.

1.11 **Calculations**

- (a) All calculations under this deed (other than with respect to tolls) must be rounded upwards to the nearest \$100.00 and all intermediate calculations must be made to four (4) decimal places.
- (b) The Company must promptly provide the RTA with sufficient information (including, without limitation, a certified copy of any certificates furnished by its auditors) to enable the RTA to check and verify any calculations made by the Company or the Company's auditors pursuant to this deed.

1.12 **Joint and several liability**

In this deed an agreement on the part of two or more persons binds them jointly and severally.

1.13 **The Crown**

Any reference in this deed to the "Minister" is a reference to the Crown in right of the State of New South Wales.

1.14 **No joint venture**

Nothing in any Project Document constitutes, or may be deemed to constitute, a joint venture or partnership between the RTA, the Minister and the Company or any of them. The RTA, the Minister and the Company agree that there is no fiduciary relationship between any of them arising out of any Project Document or existing by virtue of any transaction contemplated by any Project Document.

1.15 **Clause 2.1 to prevail**

The parties intend that this deed should be given an interpretation which reflects and furthers their mutual interest in the success of the Project and that in the event of any inconsistency between the provisions of clause 2.1 and any other provision of this deed or the Lease, clause 2.1 prevails.

1.16 Base Case Model adjustment

- (a) No change may be made to the Base Case Model or Model Outputs Schedule, other than in accordance with this clause 1.16.
- (b) The parties acknowledge and agree that the Base Case Model and Model Outputs Schedule must be adjusted on the Setting Date in accordance with the Adjustment Protocol.
- (c) If the Base Case Model is to be revised for the purposes of a refinancing of the Bank Debt or for any other reason agreed in writing by RTA and the Company (other than the adjustment referred to in paragraph (b)), then prior to any revision of the Base Case Model and Model Outputs Schedule, the Company must provide to RTA:
 - (1) electronic copies of the proposed revised base case model;
 - (2) all supporting formulae and data;
 - (3) an instruction manual outlining how to use the proposed revised base case model, which is acceptable to RTA, acting reasonably; and
 - (4) such other information and documentation as may be reasonably requested by RTA, in such form as RTA reasonably requests, in relation to the proposed revised base case model.
- (d) RTA and the Company must agree any revision or replacement of the Base Case Model and immediately after RTA approval of the proposed revised base case model, the Company must provide to RTA:
 - (1) two electronic copies of the approved revised base case model and revised model outputs schedule, which must be initialled by RTA and the Company for the purposes of identification; and

(2) a model auditor certificate, addressed to the Company and RTA, in form and substance satisfactory to RTA,

at which time the approved revised base case model and the revised model output schedule will become the Base Case Model and the Model Outputs Schedule, respectively, for the purposes of this deed.

(e) The Company acknowledges and agrees that RTA's review of, comment on, rejection of, or direction in respect of the proposed revised base case model is solely for the benefit of RTA for the purpose of monitoring the performance of the Company, and RTA does not assume any duty of care or responsibility to ascertain errors, omissions, defects or non-compliance, and no action or inaction on the part of RTA will entitle the Company to make any claim or in any way relieve, alter, limit or change the Company's obligations and liabilities to RTA under the Project Documents.

Part 2

2. PROJECT PARAMETERS

2.1 Policy and intent

(a) It is the policy of the Government of New South Wales to increase private sector participation in the provision of essential infrastructure (including the road system). The objectives of this policy are to:

- (1) enhance and modernise the New South Wales' public infrastructure for the benefit of the people of New South Wales;
- (2) safeguard the public interest in infrastructure projects in which the private sector participates;
- (3) reduce the cost to the Government of providing such infrastructure;
- (4) increase efficiencies in the operation of such infrastructure; and
- (5) provide sound opportunities for private sector investment.

(b) The intent of the parties in entering into this deed and the Lease is to provide the Tollroad as part of the essential public infrastructure of New South Wales:

- (1) to meet the policy objectives set out in clause 2.1(a);
- (2) more quickly than would otherwise be economically feasible for the Government;
- (3) on a basis which will assist the Company's ability to repay the Bank Debt within the Availability Period; and
- (4) with the aim that the design, construction, maintenance and operation of the Tollroad as a privately financed facility will be funded from tolls paid by users of the Tollroad.

(c) The parties acknowledge that the intent of this deed and the Lease requires the Company to assume certain risks affecting the cost of the Project and the revenue generated by the Project including, without limitation, the risk that the traffic projections in the Base Case Model will not be met. However, the parties acknowledge that the Company is not required to assume all the risks relevant to the cost of the Project and the revenue generated by the Project.

(d) The parties also acknowledge that the intent of this deed and the Lease requires the parties to take a cooperative approach to the risks of the matters referred to in clause 2.1(e) occurring, which risks are not allocated by this deed and the Lease, in the event that all or any of such matters occur.

(d1) The parties further acknowledge that their policy and intent in entering into the:

(1) ~~the~~ M5 Western Link Project Deed and the M5 Western Link Lease;

(2) ~~and their policy and intent in entering into the~~ M5 tollroad project for the construction of the Moorebank Ave Interchange and Associated Works; ~~and~~

(3) ~~M5 West Widening Deed and the Bridge Works Lease.~~

corresponds with their policy and intent in entering into this deed and the Lease, and that the financial viability of the Project is to be measured by reference to ~~both~~ the Project and the M5 Western Link, ~~and~~ the Moorebank Ave Interchange and Associated Works and the M5 West Widening Works.

(e) The parties agree that the following matters are capable of threatening the financial viability of the Project:

(1) the occurrence of:

(A) the Stage 1 Commencement Date after 30 March 1994; or

(B) the Stage 2 Commencement Date after 30 March 1995,

for any reason beyond the control of the Company or its contractors;

(2) within 1 year before either of the dates referred to in clause 2.1(e)(1) there is such delay in the progress of construction of the Tollroad due to an event of circumstance beyond the control of the Company or its contractors and the Company can establish to the satisfaction of the RTA that the Stage 1 Commencement Date or State 2 Commencement Date respectively will inevitably be delayed beyond its date referred to in clause 2.1(e)(1) notwithstanding all possible acceleration measures which could reasonably be taken by the Company or its contractors to complete by that date;

(3) the actual extension of the Tollroad as a tollroad or as a toll free road;

(4) the RTA or the Crown in right of the State of New South Wales electing to take no action or failing to take action which is reasonably available to it to remove or overcome the effects of any road blockade or other form of civil disobedience which is hindering or preventing unfettered access to the Tollroad by any person;

(5) the imposition by the Government of New South Wales of any rate, tax, levy or charge on the Company, the Land, the M5 Western Link Land, the Tollroad or the M5 Western Link or the tolls or other amounts payable under this deed or the Lease or the M5 Western Link Lease which, by the manner in which they are levied, discriminates against the Company in its design, construction, operation, maintenance or repair of the Tollroad or the M5 Western Link, or against operators of tollroads (including the Company) generally;

(6) an increase in the cost of performance of the Company's obligations under this deed and the Lease during the Term due to an increase beyond the Adjusted Base Premium in the annual premium cost of effecting the

insurance required by clause 9.1(e), where that increase is caused by or attributable to an act, matter or thing which is beyond the control of the Company;

- (7) an increase in the cost of performance of the Company's obligations under this deed or the M5 Western Link Project Deed and the Lease, the Bridge Works Lease or the M5 Western Link Lease beyond that reasonably anticipated:

(A) in respect of all of the Company's obligations under those documents other than obligations which relate to the M5 West Widening Works, at the time of entering into this deed or the M5 Western Link Project Deed (as the case may be); or

(B) in respect of all of the Company's obligations under those documents which relate to the M5 West Widening Works, at the time of entering into the M5 West Widening Deed,

due to a change after:

(C) in the case of clause 2.1(e)(7)(A), the date of this deed or the M5 Western Link Project Deed; or

(D) in the case of clause 2.1(e)(7) (B), the date of the M5 West Widening Deed,

in the lawful requirements of any Authority, or a change after:

(E) in the case of clause 2.1(e)(7)(A), the date of this deed or the M5 Western Link Project Deed; or

(F) in the case of clause 2.1(e)(7)(B), the date of the M5 West Widening Deed,

in the application of the existing lawful requirements, of any Authority, or the enactment of legislation by the New South Wales Government, or the handing down of a decision of a court of competent jurisdiction from which no appeal can be taken or in respect of which the relevant appeal period has expired which changes the interpretation of existing New South Wales legislation including without limitation, an increase in the cost of performance of the Company's obligations under this deed or the M5 Western Link Project Deed and the Lease, the Bridge Works Lease or the M5 Western Link Lease due to an increase in the Company's liability to pay local government rates beyond a total liability of \$50,000 per year in 31 December 1990 dollars, adjusted annually by the increase in the CPI; and

- (8) the opening of the Hume Highway east-bound off-ramp.
- (f) The parties agree that if any of the matters set out in clause 2.1(e) occurs, the allocation of the relevant risk or risks will, subject to clause 2.1(g), be the subject of good faith negotiations, conducted in accordance with clause 2.1(h).
- (g) The parties agree that if the Company gives:
- (1) notice that, due to one or more of the matters referred to in clause 2.1(e) (other than clause 2.1(e)(8)) occurring, the Company considers, in good faith, that the financial viability of the Project is materially adversely affected; and

- (2) full details of the effect of those matters on the financial viability of the Project,

then, as soon as practicable, but in any event not more than 14 days after receipt of the Company's notice, the RTA or the Minister must enter into negotiations with the Company as contemplated by clause 2.1(h)(1). In considering whether an event or circumstance has a material adverse effect on the financial viability of the Project, the Company must have regard to all relevant factors including, without limitation, the ability of the Company to repay the Bank Debt in full within 3 months after the expiration of the Availability Period.

- (h) The parties, in light of the intent of this deed and the Lease set out in this clause 2.1, agree that any negotiations between the Minister or the RTA (or both) and the Company required under clause 2.1(g) must be conducted in good faith having regard to the following:
- (1) that the parties intend to negotiate with a view to enabling the Company to have the same ability to repay the Bank Debt and the M5 Western Link Bank Debt in full within the Availability Period having regard to the Base Case Model as it would have had if none of the matters set out in clause 2.1(e) had occurred; and
 - (2) the parties intend that they should each have maximum flexibility in any action which may need to be taken for the purposes referred to in clause 2.1(h)(1) including, without limitation, the need to:
 - (A) amend or vary:
 - (i) the Project Documents including (without limitation) schedule 3 to this deed; and
 - (ii) the M5 Western Link Project Deed, M5 Western Link Lease, or any other document or instrument contemplated by either of them;
 - (B) vary the Term;
 - (C) alter the allocation of risk between the parties as established by this deed or any other Project Document or any other document referred to in clause 2.1(h)(2)(A);
 - (D) vary the parties' financial contribution to the Project;
 - (E) waive or release existing rights under this deed or any other Project Document, or any other document referred to in clause 2.1(h)(2)(A), including a right to receive a money payment; or
 - (F) such other action as may be agreed.
- (h1) With respect to the event referred to in clause 2.1(e)(8), the parties agree that the approach to negotiations contemplated by clause 2.1(h) should apply subject to the following differences:
- (1) the parties must have regard to the Company's ability to repay both the Bank Debt and the M5 Western Link Bank Debt within the Availability Period which, for these purposes only, is the period ending on 30 September 2008; and

- (2) clause 2.1(h)(2)(D) is amended, for these purposes only, by inserting at the end of the clause, "or to require the RTA to make a further financial contribution."

(h2) In any negotiations under clause 2.1(g), the Parties must take into account any negotiations conducted under clause 6.3(a) of the M5 West Widening Deed in respect of the same or a related event or circumstance so as to ensure that there is no double counting or double relief afforded to the Company in respect of the relevant event or circumstance.

- (i) Subject to clause 1.8, the Minister or the RTA or both must exercise any right or discretion under this deed (including this clause) or other Project Document in a manner which promotes the mutual interests of the parties having regard to this clause 2.1.

2.2 **Company's fundamental obligation**

The Company must finance, design, construct, operate, maintain and repair the Tollroad in accordance with this deed. The Company must finance, design and construct the Ancillary Works in accordance with this deed.

2.3 **Company's assumption of risk**

Except for obligations expressly undertaken by the RTA and the Minister under this deed, [the Lease](#) or the [Bridge Works Lease](#) and except to the extent that the obligations of the Company are limited by the terms of this deed, the Scope of Works and Design Criteria or any other document contemplated by either of them, the Company accepts all risks of the Project including, without limitation, the risk that:

- (a) the actual cost of the Project is greater than the estimated cost of the Project; and
- (b) the actual revenue generated by the Project is less than the estimated revenue of the Project.

2.4 **Traffic**

No representation has been made, and no warranty is or has been expressly or impliedly given by or on behalf of the RTA or the Minister as to the traffic usage of the Tollroad.

2.5 **Alternative roads**

- (a) The RTA may maintain and repair all existing toll free roads including, without limitation, those with alternative but similar routes to the Tollroad. If such maintenance or repair involves an upgrading of such roads, the RTA must have regard to the fact that the Tollroad is a principal arterial road of the road system of New South Wales.

- (b) The RTA, in respect of any proposed:

- (1) declaration of an extension of the Tollroad as a tollroad; or
- (2) extension of the Tollroad as a toll free road,

must consult with the Company in good faith and have regard to the effect on the Tollroad of any such proposed extension including, without limitation, the effect on the traffic usage of the Tollroad.

2.5A No relief for new road network enhancements

The Company acknowledges and agrees that, notwithstanding any provision of any Project Document:

- (a) it will not be entitled to any relief, payment or other compensation (including for any matter contemplated in clause 2.1 of this deed, other than the event stated in clause 2.1(e)(8)); and
- (b) clause 2.5 will not apply,

arising out of or in connection with:

- (c) any new road network enhancements or changes introduced by RTA or the NSW Government after 20 December 2011, including:
 - (i) the Moorebank Intermodal Project, being the project for any intermodal terminal facility in or around Moorebank, Sydney developed by the Commonwealth Government, Sydney Intermodal Terminal Alliance or any other person which facility is planned to handle container traffic from Port Botany and interstate; and
 - (ii) any extensions to the M4, including to Port Botany; and
- (d) the South West Rail Link, being the project for a new twin track passenger rail line from Glenfield to Leppington, via Edmondson Park and includes major upgrade of Glenfield Station and bus/rail interchange.

2.5B Access for RTA and NSW Government activities

Subject to agreement of appropriate interface and traffic management arrangements, the Company must, to the extent reasonably practicable, cooperate with each of RTA and the NSW Government to enable the carrying out of any of the activities contemplated in clause 2.5A, including:

- (a) by permitting the connection of any road network enhancement to the Tollroad or M5 Western Link; and
- (b) giving RTA and its nominees sufficient access to the Tollroad and the M5 Western Link to enable RTA to carry out investigatory work or preconstruction activity and to undertake the relevant activity.

2.6 Requirements of Authorities

- (a) The Company must design, construct, operate, maintain and repair the Tollroad, and design and construct the Ancillary Works in accordance with the lawful requirements of all Authorities.
- (b) If the Company complies with the requirements of all Authorities in regard to applications for all necessary notices, permits, consents, approvals or other authorisations the RTA must use its best endeavours to expedite the Company's obtaining the notices, permits, consents, approvals and authorisations for the timely commencement and implementation of the Project in accordance with the Project Programme or any Project programme in respect of the M5 Motorway Duplication or the Moorebank Ave Interchange and Associated Works.

2.7 Environmental requirements

- (a) The RTA must comply expeditiously in all respects with the obligations identified in the Environmental Impact Determination, Environmental Conditions of Determination and Environmental Determination as being the responsibility of the RTA.
- (b) The Company, subject always to clause 2.7(c), must comply in all respects with the obligations:
- (1) identified in the Environmental Impact Determination, Environmental Conditions of Determination and Environmental Determination as being the responsibility of the Company;
 - (2) in condition no. E1 of the M5 West Widening Project Approval, other than to the extent that RTA is responsible for compliance under clause 2.7(ba)(1); and
 - (3) in condition no. E7 of the M5 West Widening Project Approval, to the extent the obligations in condition no. E7 are required to be carried out on the Land.
- (ba) RTA must comply in all respects with the obligations:
- (1) in condition no. E1 of the M5 West Widening Project Approval, to the extent that the "Operational Performance Audit" in that condition requires traffic and noise monitoring and assessment to be carried out on land other than the Land;
 - (2) in condition no. E2 of the M5 West Widening Project Approval;
 - (3) in condition no. E3 of the M5 West Widening Project Approval;
 - (4) in condition no. E4 of the M5 West Widening Project Approval;
 - (5) in condition no. E5 of the M5 West Widening Project Approval;
 - (6) in condition no. E6 of the M5 West Widening Project Approval; and
 - (7) in condition no. E7 of the M5 West Widening Project Approval, to the extent the obligations in condition no. E7 are required to be carried out on land other than the Land.
- (c) In relation to condition 38(d) of the Environmental Impact Determination dated 21 February 1991, the RTA and the Company agree as follows:
- (1) the RTA and the Company acknowledge that completion of the works set out in clause 2.3(e) of, and Appendix A to, the Scope of Works and Design Criteria by the Company in accordance with this deed is aimed at ensuring compliance with that condition; and
 - (2) if at any time, that condition is shown not to have been complied with despite completion of the works set out in clause 2.3(e) of, and Appendix A to, the Scope of Works and Design Criteria by the Company, the carrying out of any works additional to those works and necessary to ensure compliance with that condition shall be the responsibility of the RTA and shall be at no cost to the Company, and the RTA shall indemnify and keep indemnified the Company from and against all costs and claims whatsoever arising out of the necessity to carry out such additional works. The Company

must give the RTA and its agents reasonable access to the Land to carry out such works, and the RTA and its agents must not unreasonably interfere with the operation of the Tollroad in carrying out such works.

2.8 RTA undertakings

- (a) Except pursuant to the provisions of this deed, the Lease or the Bridge Works Lease or the lawful exercise of its statutory authority the RTA will not do anything which will prevent the Company from performing its obligations or exercising its rights under this deed, the Lease or the Bridge Works Lease.
- (b) The RTA must use its best endeavours to cause the condition precedent specified in clause 2.11(b) to be satisfied.
- (c) The RTA and the Minister must ensure that any declaration made as contemplated by clause 2.11(b) remains in full force and effect until the expiration or sooner determination of the Term.
- (d) The RTA must, at the request and cost of the Company, discharge the Security Interest described in paragraph (a) of the definition of "Deed of Charge" in clause 1.1 as soon as reasonably practicable after the date falling 6 months after the date of the Security Interest described in paragraph (b) of the definition of "Deed of Charge" provided the RTA is satisfied that:
 - (1) Division 2 of Part 5.7B of the Corporations Act will have no application to the Security Interest described in paragraph (b) of the definition of "Deed of Charge";
 - (2) the Security Interest described in paragraph (b) of the definition of "Deed of Charge" has the priority contemplated by it; and
 - (3) the discharge of the Security Interest described in paragraph (b) of the definition of "Deed of Charge" will not otherwise adversely affect the security position of the RTA in respect of the Project.

2.9 Representations and warranties

- (a) The RTA and the Minister represent and warrant that:
 - (1) the RTA has the power to execute, deliver and perform its obligations under or as contemplated by this deed, the Lease and the Bridge Works Lease and all necessary corporate and other action has been taken to authorise such execution, delivery and performance;
 - (2) this deed, the Lease and the Bridge Works Lease constitute the RTA's valid and legally binding obligations enforceable against the RTA in accordance with their respective terms subject to the availability of equitable remedies and, to the extent applicable, laws from time to time in effect relating to the enforcement of creditors' rights;
 - (3) the execution and delivery by the RTA of, the performance by the RTA of its obligations under, and the compliance by the RTA with the provisions of, this deed, the Lease and the Bridge Works Lease will not contravene any existing applicable law, statute, rule or regulation to which the RTA is subject;
 - (4) the rights and privileges granted by the RTA to the Company under this deed, the Lease and the Bridge Works Lease entitle the Company to levy, collect and, subject to the rights of any holder of a Security Interest over

the Company's interest in this deed, retain for its own use, tolls as contemplated by this deed and any toll collected from users of the Tollroad in the manner contemplated by this deed will not be a toll or charge of the kind referred to in section 49 of the State Roads Act 1986.

(b) The Company represents and warrants that:

- (1) it has the power to execute, deliver and perform its obligations under or as contemplated by this deed, the [Lease, the Bridge Works](#) Lease and the Deed of Charge, and all necessary corporate and other action has been taken to authorise such execution, delivery and performance;
- (2) this deed, the [Lease, the Bridge Works](#) Lease and the Deed of Charge, constitute the Company's valid and legally binding obligations enforceable against the Company in accordance with their respective terms subject to the availability of equitable remedies and laws from time to time in effect relating to the enforcement of creditors' rights; and
- (3) the execution and delivery by the Company of, the performance by the Company of its obligations under, and the compliance by the Company with the provisions of, this deed, the [Lease, the Bridge Works](#) Lease and the Deed of Charge will not contravene any existing applicable law, statute, rule or regulation to which the Company is subject or any agreement or arrangement binding the Company.

2.10 **Business of the Company**

The Company must not, without the prior written consent of the RTA, conduct any business other than the financing, designing, construction, operation, maintenance and repair of the Tollroad and the financing, designing and construction of the Ancillary Works.

2.11 **Conditions precedent**

- (a) It is a condition precedent to all of the obligations of the Minister and the RTA under this deed and to the exercise by the Company of any of its rights under this deed that the Company deliver to the RTA the Bond and the Deed of Charge.
- (b) It is a condition precedent to the respective obligations of the RTA, the Company and the Minister under this deed that as soon as practicable but in any event not later than seven (7) days after the date of this deed the RTA makes a recommendation to the Minister that the Minister declare the Tollroad to be a toll work in the manner contemplated by section 46 of the State Roads Act 1986 and as soon as practicable after the receipt of that recommendation the Minister makes that declaration.

2.12 **Disclaimer and entire agreement**

The Company acknowledges that:

- (a) no representation has been made;
 - (b) no information or advice has been given; and
 - (c) no warranty has been expressly or impliedly given,
- by, or on behalf of, the RTA or the Minister in respect of:
- (d) the accuracy or completeness; or

(e) suitability or efficacy,

of any of the information or data supplied or made available by the RTA to the Company, including without limitation, any:

(f) drawings, plans, designs or specifications; or

(g) reports or any other information or data,

in respect of the Project.

2.13 Removal of Cashback

As from the M5 West Widening Works Completion Date the provisions in schedule 7 and schedule 9 apply in accordance with their terms.

2.14 Upside sharing

(a) The Company acknowledges and agrees that, without limiting clause 2.3 of the M5 West Widening Deed, the NSW Government or RTA may, at any time, from time to time and in its absolute discretion, undertake either or both of the following:

(1) proceed with the M5 East Duplication; and

(2) implement an M5 East Tolling Event.

(b) If the NSW Government or RTA proceeds with the M5 East Duplication, the Company must take all reasonably practicable steps to cooperate with the NSW Government and RTA in relation to the delivery of the M5 East Duplication and to facilitate the efficient connection of the M5 East Duplication to the Tollroad (subject to the agreement of appropriate interface and traffic management arrangements during the delivery phase).

(c) The Company acknowledges and agrees that clause 2.1 (including, for the avoidance of doubt, sub clause (e)(5) thereof) does not apply in respect of the M5 East Duplication or M5 East Tolling Event.

(d) As from the Opening Date:

(1) the provisions in schedule 8 and schedule 9 apply in accordance with their terms; and

(2) subject to clause 2.14(e)(1), clause 16.8 is deleted.

(e) For the purposes of:

(1) clause 2.14(d)(2), as from the Opening Date, clause 16.8 continues to operate only for the purposes of RTA determining that the Expected Financial Return has been reached as contemplated in clause 3 of the Call Option Deed. For the avoidance of doubt, the parties acknowledge and agree that clause 16.8 will not apply for the purposes of any valuation of the "Asset" under clause 3A of the Call Option Deed; and

(2) this clause 2.14, the terms "M5 East Duplication", "M5 East Tolling Event" and "Opening Date" have the meaning given to those terms in schedule 8.

2.15 M5 West Widening Project

- (a) The Minister and RTA acknowledge that they consent to the Company designing and constructing the M5 West Widening Project in accordance with the M5 West Widening Project Documents.
- (b) Subject to clause 2.15(d), the parties acknowledge and agree that the undertaking of the M5 West Widening Project by the Company to the standard required under the M5 West Widening Deed, or any other requirement of the M5 West Widening Deed, does not alter or vary the standard to which the Tollroad (excluding the M5 West Widening Works) was required to be designed or constructed or is required to be operated and maintained in accordance with this deed (except to the extent the Scope of Works and Design Criteria is expressly amended by operation of the M5 West Widening Deed).
- (c) The parties acknowledge and agree that, subject to and in accordance with the M5 West Widening Deed:
- (1) the M5 West Widening Works do not constitute an alternative road for the purposes of clause 2.5;
 - (2) the entry into the M5 West Widening Project Documents does not give rise to any circumstance referred to in clauses 2.1(e) and 2.5 of this deed.
- (d) The parties acknowledge and agree that the design and construction of the M5 West Widening Works (or the performance of any other obligations under the M5 West Widening Deed) if undertaken by the Company in accordance with M5 West Widening Deed, does not or will not constitute of itself:
- (1) damage, defect or disrepair under clauses 8.4(a), 8.5 or 9.3 of this deed;
 - (2) a failure to operate, maintain and repair the Tollroad for the purposes of clauses 7 and 8 of this deed; or
 - (3) a failure to comply with any clauses of this deed:
 - (A) which have been identified by the Company in a notice given to RTA in accordance with clause 8.1(a)(ii)(D) of Annexure A to the M5 West Widening Deed; and
 - (B) in respect of which the relevant "adverse effect" has the result that it is not possible for the Company to comply with the applicable clauses of this deed.

Part 3

3. THE LAND AND LICENSED AREAS

3.1 Access

- (a) The RTA must give the Company, or ensure that the Company is given, unfettered access to the Land and Licensed Areas free of any restriction which would materially prejudice the Company's ability to complete construction of the Tollroad and the Ancillary Works:
- (1) in respect of each parcel of land listed in schedule 4 to this deed, no later than the last day of the month shown for that parcel;

- (2) in respect of all other land comprising the Land (excluding the Moorebank Land and the Bridge Works Land) and Licensed Areas, no later than the date of this deed; and
 - (3) in respect of the Moorebank Land, on the date of execution of the Moorebank Licence.
- (b) Subject to clause 2.11, the Company may, at any time after the dates set out in clause 3.1(a), enter and remain on the Land and the Licensed Areas without restriction for the purposes of investigation, design and construction of the Tollroad and the Ancillary Works.
- (c) The RTA must complete its acquisition of the Land (excluding the Moorebank Land and the Bridge Works Land) and the Licensed Areas, no later than the Stage 1 Commencement Date, free of all encumbrances, easements or rights of way which would materially prejudice the Company's ability to complete construction of the Tollroad and the Ancillary Works or to operate and maintain the Tollroad as contemplated by this deed other than easements or rights of way for the purpose of services (including without limitation of water, drainage, sewerage, gas, electricity supply, telephone and all electronic communication services) and existing roadways.
- (d) Prior to the grant of the Lease or subject to clause 3.1(d1) of the Moorebank Lease, the Company has no interest, right or title in or to the Land or any part of the Land to which the ungranted lease relates other than as provided in this clause 3.1.
- (d1) For the Moorebank Ave Interchange and Associated Works the Company's right of access to the Moorebank Land is governed by the terms of the Moorebank Licence.
- (e) The Company has no interest, right or title in or to the Licensed Areas, or any part of the Licensed Areas other than as provided in this clause 3.1.

3.2 **Condition of structures**

- (a) No representation has been made and no warranty is or has been expressly or impliedly given by or on behalf of the RTA in respect of:
- (1) the condition or state of repair of the Land or the Licensed Areas or any structure on the Land or on the Licensed Areas;
 - (2) the location or availability of drainage, water supply, electricity, gas, telephone or other services within, from or to the Premises.
- (b) The Company must accept the Land and the Licensed Areas and structures on the Land and the Licensed Areas in their present condition and state of repair and subject to all defects (if any) whether latent or patent including, without limitation, all subsurface soil conditions, whether foreseeable or not.

3.3 **Signage Area licence**

Subject to the requirements of all relevant Authorities and the prior written approval of the RTA (such approval not to be unreasonably withheld or delayed), the Company may at all times during the Term, and at such times prior to the commencement of the Term as are reasonable (having regard to the need to publicise the proposed opening of the Stage 1 Tollroad), enter upon the Signage Area and erect thereon, and subsequently repair, maintain and replace, the Advisory Signs.

3.4 Maintenance of Land and Licensed Areas

Without intending to impose on the Company any greater standards of maintenance and repair than those referred to in part 8 and having regard to the Company's obligation to construct the Tollroad [and M5 West Widening Works](#), the Company must, at all times and in consultation with the RTA, maintain the Land in such condition and repair as is reasonable in all the circumstances.

Part 4

4. LEASE

4.1 Grant of Lease

- (a) Subject to clauses 4.4 and 4.5, the RTA must grant to the Company the Lease (excluding the Moorebank Lease) and the Company must accept such grant of the Lease (excluding the Moorebank Lease) on the Stage 1 Commencement Date.
- (b) For the Moorebank Ave Interchange and Associated Works, the RTA must grant to the Company the Moorebank Lease and the Company must accept such grant of the Moorebank Lease on the terms specified in clause 5 of the M5 Tollroad Project Works Commitment Deed.
- (c) [For the M5 West Widening Works, the RTA must grant to the Company the Bridge Works Lease in accordance with schedule 10.](#)

4.2 Completion of Lease

The Lease (excluding the Moorebank Lease) will be prepared by the RTA's solicitors and subject to clause 4.4 must be in the form or substantially in the form of the Annexed Lease which shall be completed by inserting therein:

- (a) the date of execution by the Company;
- (b) if required, a description of all encumbrances affecting the Land, excluding the Moorebank [Land and the Bridge Works Land](#), created prior to the date of the Lease (excluding the Moorebank Lease) of the kind described in clause 8.7 of the Annexed Lease; and
- (c) details sufficient to complete all other blanks in the Annexed Lease.

4.2A Completion of the Moorebank Lease

The Moorebank Lease will be prepared as required by the M5 Tollroad Project Works Commitment Deed.

4.3 Execution of Lease

- (a) The Lease (excluding the Moorebank Lease) must be submitted to the Company by the RTA as soon as practicable after the Stage 1 Commencement Date (subject to clauses 4.4 and 4.5) and executed by the Company within fifteen (15) days after it is submitted by the RTA.
- (b) Until the Lease (excluding the Moorebank Lease) has been duly executed and delivered by the Company, each of the RTA and the Company shall be bound as and from the Stage 1 Commencement Date as if the Lease (excluding the Moorebank Lease) had been executed on the Stage 1 Commencement Date.

- (c) The RTA must execute the Lease (excluding the Moorebank Lease) within five (5) days after it has been received duly executed by the Company and must thereafter promptly return the executed Lease (excluding the Moorebank Lease) to the Company. The Company must procure (at the cost of the Company) the stamping and registration of the Lease (excluding the Moorebank Lease) and the return to the RTA of a certified copy of the registration copy.

4.4 Lease in registrable form

- (a) The RTA and the Company acknowledge that, having regard to the need to prepare plans of the Premises (excluding the Moorebank [Land and the Bridge Works Land](#)) which will be acceptable for registration under the Real Property Act 1900, the Annexed Lease is not presently in a form acceptable for registration under the provisions of that Act. The RTA and the Company accordingly undertake to do all such things and sign all such documents as are necessary to cause the Lease (excluding the Moorebank Lease) to be brought into a form acceptable for such registration as soon as is reasonably practicable.
- (b) The RTA and the Company acknowledge that, having regard to the need to prepare plans of the Premises [\(excluding the Bridge Works Land\)](#) which will be acceptable for registration under the Real Property Act 1900, the Moorebank Lease is not presently in a form acceptable for registration under the provisions of that Act. The RTA and the Company accordingly undertake to do all such things and sign all such documents as are necessary to cause the Moorebank Lease to be brought into a form acceptable for such registration [by the Satisfaction Date](#).

4.5 Plans of compilation

- (a) Excluding the Moorebank [Land and the Bridge Works Land](#) and without limiting the generality of clause 4.4, the RTA undertakes to prepare and obtain, as soon as is reasonably practicable after getting title, registration of plans of compilation or subdivision (or both) in relation to the Land at its own cost with the purpose of reducing the number of separate titles comprising the Land. The RTA will consult with the Company in the preparation of such plans and will provide to the Company a copy of such plans within 7 days of lodgement for registration.
- (b) The RTA is not required to submit the Lease (excluding the Moorebank Lease) to the Company under clause 4.3 until the plans of compilation or subdivision (or both) referred to in clause 4.5(a) have been registered with the Land Titles Office.

Part 5

5. DESIGN

5.1 Scope of Works and Design Criteria

- (a) The Company must ensure that the design of the Tollroad and the Ancillary Works is carried out to that level of skill, care and diligence reasonably expected of the engineering profession in respect of the design of facilities of the nature of the Tollroad and the Ancillary Works and so that the Tollroad and the Additional Works meet all requirements of the Scope of Works and Design Criteria and are suitable for the purpose for which they are required.
- (b) The Company must ensure that the Drawings and the Specifications are suitable for properly carrying out the works contemplated by the Scope of Works and Design Criteria and that they are suitable for the purpose for which they are required.
- (c) [Changes to the Scope of Works and Design Criteria](#) shall be made only with the written agreement of the RTA and the Company. The parties acknowledge that the

cost of any such change may be met either by an extension of the Term, payment by the RTA or some adjustment of the rights and obligations of the parties or any combination of such methods.

(d) Clauses 5.1(a) and (b) do not apply to the design and construction of the M5 West Widening Works.

5.2 Proprietary Documentation

- (a) The Company warrants that the Company owns or is entitled to use (or will upon the creation thereof own or be entitled to use) all Proprietary Documentation.
- (b) The Company grants to the RTA an irrevocable non-exclusive licence to make whatever use of the Proprietary Documentation the RTA considers necessary or desirable including, without limitation, to arrange completion of the Tollroad and the Ancillary Works upon the occurrence of an event of the kind referred to in clause 13.1 and to participate in seminars, conferences and other meetings of a similar nature of professional bodies of engineers, architects and others engaged in design and construction activities or in projects similar to the Tollroad and the Ancillary Works.
- (c) If, in the course of its design or construction of the Tollroad or the Ancillary Works, the Company develops, discovers or first reduces to practice a concept, a product or process which is capable of being patented, then such concept, product or process shall be and remain the property of the Company.
- (d) The Company must indemnify the RTA against all claims by any party for royalties for use of any Proprietary Documentation or any concept, product or process referred to in clause 5.2 (c).

Part 6

6. CONSTRUCTION

6.1 Construction

- (a) The Company must ensure that the Tollroad and the Ancillary Works are properly constructed with good workmanship and materials and that on Completion they will comply with the Scope of Works and Design Criteria, the Drawings and the Specifications and the lawful requirements of all Authorities.
- (b) If any Authority makes demand on the Company for payment of any amount in respect of work done by that Authority in connection with the Project or the Premises (excluding the Moorebank Land and the Bridge Works Land) prior to the date of this deed at the request of the RTA, the RTA must promptly on demand from the Company pay the amount which is properly payable to that Authority in respect of that work and must indemnify the Company against all claims made by that Authority in respect of that work.
- (c) The RTA agrees that it will not seek to recover any amounts paid by the RTA to any Authority for work connected with utility adjustments in respect of the Project or the Premises (excluding the Moorebank Land and the Bridge Works Land), whether or not that work has been done.
- (d) All technical data in respect of the Project including, without limitation, design reports, calculations, Drawings and Specifications for the Tollroad must be submitted to the RTA promptly following their preparation progressively throughout the period of the design and construction of the Tollroad to enable the RTA to monitor the progress of the Project.

- (e) The Company must ensure that the RTA is provided with a complete set of "as constructed" drawings as and when the same are received by the Company but in any event not later than six months after the Stage 2 Commencement Date.
- (f) The Company must ensure that the RTA is provided with a complete set of "as constructed" drawings as and when the same are received by the Company but in any event not later than six months after the M5 Motorway Duplication Completion Date. Furthermore, these drawings must be size A1 and of a quality suitable for micro-filming.
- (g) The Company must ensure that the RTA is provided with a complete set of "as constructed" drawings as and when the same are received by the Company but in any event not later than six months after the Moorebank Ave and Ancillary Works Completion Date. Furthermore, these drawings must be size A1 and of a quality suitable for micro-filming.

6.2 Construction reports

Until the Tollroad Commencement Date occurs the Company must submit to the RTA:

- (a) at least every month a report on the progress of design and construction with a comparison to the progress projected in the Project Programme;
- (b) at least every month the quality assurance reports required by the quality assurance system adopted by the Company in accordance with the Scope of Works and Design Criteria; and
- (c) at least every month a report of works undertaken by any relevant Authority for the purposes of relocation of services including without limitation water, drainage, sewerage, electricity supply, telephone and all electronic communication services which are required in connection with the construction of the Tollroad and the progress of those works.

6.2A M5 Motorway Duplication construction reports

Until the M5 Motorway Duplication Works are complete, the Company must submit to the RTA reports in respect of the M5 Motorway Duplication, on the same basis as set out in clause 6.2, modified as necessary;

6.2B Moorebank Ave Interchange and Associated Works construction reports

Until the Moorebank Ave Interchange and Associated Works are complete, the Company must submit to the RTA reports in respect of the Moorebank Ave Interchange and Associated Works, on the same basis as set out in clause 6.2, modified as necessary.

6.3 Surveys

- (a) Not later than 180 days after Completion, the Company must give the RTA a detailed survey from a registered surveyor of the work carried out by it on the Premises.
- (b) The survey must show the location on the Land or the Licensed Areas, as appropriate, of the completed work and must certify and show by means of drawings and dimensions that the completed work has been located in accordance with the Drawings.
- (c) If the detail survey referred to in clause 6.3(a) discloses that any work is not located in accordance with the Drawings, the Company must, if so requested by

the RTA, make any alteration reasonably required so that the work is located in accordance with the Drawings.

- (d) In addition to the final detail survey of the Tollroad and the Ancillary Works, the Company must procure a certificate from Maunsell & Partners or other suitably qualified engineer agreed between the parties that the Tollroad and the Ancillary Works have been completed in accordance with all relevant statutes, ordinances and regulations. That certificate must be delivered to the RTA within one hundred eighty (180) days of the Stage 2 Commencement Date.

6.4 **RTA's right to enter and inspect**

The RTA may at any time and from time to time at the RTA's discretion enter and inspect the Premises. In the exercise of the RTA's powers under this clause 6.4 no unnecessary inconvenience shall be caused to the Company or users of the Tollroad.

6.5 **Explosives**

The Company must not, without the prior written consent of all relevant Authorities, use explosives or blasting material of any kind in the construction of the Tollroad or the Ancillary Works. The Company must ensure that the use of explosives or blasting material is carried out strictly in accordance with any consent given by such Authorities.

6.6 **Tollroad commencement**

The Company must use its best endeavours to open the Tollroad, except for the M5 Motorway Duplication, ~~and~~ the Moorebank Ave Interchange and Associated Works, and the M5 West Widening Works to the public for the continuous passage of vehicular traffic so that:

- (a) the Stage 1 Commencement Date is on or before 28 February 1994; and
(b) the Stage 2 Commencement Date is on or before 28 February 1995.

6.6A The Company must use its best endeavours to open the M5 Motorway Duplication to the public for the continuous passage of vehicular traffic by no later than 30 June 2001.

6.6B The Company must use its best endeavours to open the Moorebank Ave Interchange and Associated Works to the public for the continuous passage of vehicular traffic by no later than the Moorebank Works Completion Date.

6.7 **Contracts**

- (a) The Company must provide to the RTA a copy of any proposed contract documents with respect to all or any of the design, construction, maintenance, repair and operation of the Tollroad and the design and construction of the Ancillary Works at the time such documents are issued to tenderers or proposed contracting parties.
- (b) The Company must provide to the RTA a copy of all contracts pertaining to the design, construction, maintenance, repair and operation of the Tollroad and the design and construction of the Ancillary Works as soon as practicable after they are executed and must include all related plans, drawings and specifications.
- (c) The Company must ensure that each of the contracts pertaining to the design, construction, maintenance, repair and operation of the Tollroad and the design and construction of the Ancillary Works contains terms and conditions in the form or to the effect of the terms and conditions set out in schedule 1.

- (d) The provision of each of the contracts pertaining to the design and construction of the Moorebank Ave Interchange and Associated Works is governed by the M5 Tollroad Project Works Commitment Deed.

6.8 **Traffic diversion and control**

- (a) Where it is reasonably necessary in the opinion of the Company to interfere with traffic flow on any existing roadways for the purpose of constructing, maintaining or repairing the Tollroad or constructing the Ancillary Works, the Company is authorised to make and shall be responsible for making all arrangements to modify the traffic flow, and to divert and control traffic while such construction, maintenance or repair work is being performed.
- (b) Prior to implementing any arrangements to modify the traffic flow or divert or control the traffic as contemplated by clause 6.8(a) above the Company must give the RTA reasonable prior written notice, specifying, in reasonable detail, the arrangements it proposes. The Company is responsible for obtaining the consent of, and complying with all lawful requirements of, all relevant Authorities with respect to such modifications, diversions and controls.

6.9 **Ownership of Plant**

The RTA and the Minister acknowledge that, as between the parties to this deed, the Company is deemed to be the owner of all the Plant at all times prior to the expiration or sooner determination of the Term.

6.10 **M5 West Widening Project**

This clause 6 (other than clauses 6.4, 6.7, 6.8 and 6.9) does not apply to the design and construction of the M5 West Widening Works.

Part 7

7. OPERATION

7.1 General

- (a) The Company must during the Operating Period operate the Tollroad, or cause the Tollroad to be operated, in accordance with the requirements of the Scope of Works and Design Criteria and the manual referred to in clause 7.2.
- (b) The obligation in clause 7.1(a) in respect of that part of the Tollroad which is the M5 Motorway Duplication shall only commence on the M5 Motorway Duplication Completion Date.
- (c) The obligation in clause 7.1(a) in respect of that part of the Tollroad which is the Moorebank Ave Interchange and Associated Works shall only commence on the Moorebank Ave Interchange and Associated Works Completion Date.

(d) The obligation in clause 7.1(a) in respect of that part of the Tollroad which is the M5 West Widening Works shall only commence on the M5 West Widening Works Completion Date.

7.2 Operation, maintenance and repair manual

Prior to the Tollroad Commencement Date the Company must prepare an operation, maintenance and repair manual in accordance with the Scope of Works and Design Criteria and in all respects reasonably acceptable to the RTA.

7.3 Maintenance and repair fund

- (a) The Company must at the expiration of the Term surrender the Tollroad to the RTA in such condition as is consistent with the Company's obligations to maintain and repair in accordance with the provisions of this deed and in particular with the requirements of the Scope of Works and Design Criteria, and the operation, maintenance and repair manual contemplated by clause 7.2.
- (b) Items of maintenance and repair to be undertaken by the Company and the approximate frequency of such maintenance and repair are identified in the Scope of Works and Design Criteria, and the operation, maintenance and repair manual referred to in clause 7.2.
- (c) The Company must, as of 1 July 1997, make a provision in its accounts entitled "Maintenance and Repairs Accrual Provision".
- (d) The Maintenance and Repairs Accrual Provision must at all times be sufficient to provide for periodic maintenance and capital works expenditure including, without limitation, significant maintenance expenditure (such as pavement resurfacing and rejuvenation) and the upgrading of the through put capacity of the toll plaza and other capital equipment replacement costs so that:
 - (1) the Tollroad maintenance does not at any time fall below the standards specified in the Scope of Works and Design Criteria; and
 - (2) the provision is sufficient to fund the maintenance and capital works expenditure in clause 7.3(d) budgeted to be incurred in the succeeding 12 month period.
- (e) The provision by the Company of a statement from its auditor as to the adequacy of the budgeted repairs and maintenance expenditure shall be sufficient to meet the requirements of clauses 7.3(c) and (d).
- (f) Clauses 7.3(c) and (d) do not apply in respect of the M5 West Widening Works during the period commencing on the Satisfaction Date and ending on the M5 West Widening Works Completion Date.

7.4 Company to keep Tollroad open

- (a) During the Operating Period, unless otherwise agreed in writing by the RTA, the Company must at all times keep the Tollroad open to the public for the continuous passage of vehicular traffic except if it is necessary to close the Tollroad due to the requirements of any relevant Authority or in cases of emergency.
- (b) The obligation in clause 7.4(a) in respect of that part of the Tollroad which is the M5 Motorway Duplication shall only commence on the M5 Motorway Duplication Completion Date.
- (c) The obligation in clause 7.4(a) in respect of that part of the Tollroad which is the Moorebank Ave Interchange and Associated Works shall only commence on the Moorebank Ave Interchange and Associated Works Completion Date.
- (d) The obligation in clause 7.4(a) shall:
 - (1) in respect of that part of the Tollroad which is the M5 West Widening Works, only commence on the M5 West Widening Works Completion Date; and

(2) in respect of other parts of the Tollroad, not apply to the extent that the Company is permitted to close that part of the Tollroad in accordance with the M5 West Widening Deed.

7.5 Toll calculation and collection

- (a) The Company has the right to impose a toll on users of the Tollroad from and after the Tollroad Commencement Date provided that the toll:
- (1) (except in cases of emergency) may only be collected from the toll plazas erected at:
- (A) the place or places specified in the Scope of Works and Design Criteria;
- (B) any east facing ramps not otherwise specified in the Scope of Works and Design Criteria; or
- (C) such other place or places as the parties may agree in writing; and
- (2) shall be levied at the rate from time to time determined in accordance with schedule 3.
- (b) The Company will not collect any toll, or apply an increased toll, for the use of the Moorebank Ave Interchange or that part of the Tollroad between chainages 21470 and 23290.
- (c) The Company may, at a time agreed in writing with RTA, implement full cashless tolling on the Tollroad provided such implementation is:
- (1) consistent with the timing so agreed; and
- (2) on the basis of amendments to the Scope of Works and Design Criteria to incorporate such cashless tolling.
- (d) Without limiting any other provision of this deed, the Company accepts all risks arising out of or in connection with the introduction of cashless tolling as contemplated in paragraph (c) including all implementation, cost and revenue risk.

7.6 Use of defective facilities

The Company must not at any time during the term of this deed, the Lease and ~~of the Bridge Works~~ Lease (or in the case of the Ancillary Works and the Moorebank Ave Interchange and Associated Works, during the construction thereof) under any circumstances permit or suffer members of the public to be upon or use the Tollroad or the Ancillary Works or any part of the Tollroad or the Ancillary Works or the Plant which has to the knowledge of the Company become defective, unsafe, weakened, out of repair or faulty in any way where such defect, unsafeness, weakness, repair or fault threatens the health or safety of members of the public.

7.7 Compliance with statutory requirements

The Company must operate and use the Premises in accordance with the lawful requirements of all relevant Authorities.

7.8 Use of signs

- (a) The Company must not without the prior written approval of the RTA (such approval not to be unreasonably withheld or delayed) erect, display, affix or exhibit

or suffer to be erected, displayed, affixed or exhibited on or to the Premises or any part thereof any light, sign, name, notice, hoarding or any facility or other medium for advertising or display purposes (collectively, a "Sign"). The RTA will, in considering whether or not to approve a Sign, have regard to the safety and aesthetic features of such Sign and any policies with respect to Signs of the RTA, New South Wales Government or any other Authority.

- (b) The RTA hereby approves the erection and display of Signs referring to the Company's and its related companies' role in the construction of the Tollroad on or about the toll plaza provided that the safety and aesthetic features of those Signs are approved by the RTA (such approval not to be unreasonably withheld or delayed).
- (c) Notwithstanding any approval given by the RTA, the erection, display, affixing or exhibiting of any Sign is subject to the approval of any relevant Authority.
- (d) Any fees, charges or other income received by the Company in respect of any Sign or any M5 Western Link Sign forms part of Actual Revenue.
- (e) Without limiting the effect of this clause on the Moorebank Ave Interchange and Associated Works, for the Moorebank Ave Interchange and Associated Works the Company must ensure that there is no advertising of whatever kind displayed, erected, affixed or exhibited on any part of the Moorebank Ave Interchange or Associated Works at any time during the construction process by the Company or any contractor, subcontractor or third party without the prior written consent of the RTA.

7.9 Service Centre

- (a) The Company:
 - (1) in addition to its rights under clause 7.5; and
 - (2) in accordance with the terms of this deed and the M5 Western Link Project Deed and the Lease and the M5 Western Link Lease; and
 - (3) in accordance with the requirements of all relevant Authorities; and
 - (4) with the prior written consent of the RTA (such consent not to be unreasonably withheld or delayed),may grant third persons the right to provide ~~one~~ a Service Centre serving eastbound and westbound users of the Tollroad and the M5 Western Link } on the Land (excluding the Bridge Works Land) and the M5 Western Link Land.
- (b) The RTA, in considering whether to give or withhold its consent may, without limitation, consider any one or more of the following factors:
 - (1) relevant RTA, local authority and New South Wales Government policies in respect of service centres and the rights which the Company proposes to grant, including without limitation:
 - (A) the type and range of services which the proposed Service Centre will offer; and
 - (B) the extent to which the Service Centre is accessible to both eastbound and westbound users of the Tollroad and the M5 Western Link;

- (2) the extent to which the inclusion of a Service Centre on the Land (excluding the Bridge Works Land) or the M5 Western Link Land affects the ability of the Company to comply with the Scope of Works and Design Criteria or the M5 Western Link Scope of Works and Design Criteria or any of its other obligations under this deed or the M5 Western Link Project Deed or the Lease or the M5 Western Link Lease;
 - (3) the nature of the contractual arrangements and terms proposed by the Company including, without limitation, the extent to which they constitute an arm's-length commercial transaction by the Company;
 - (4) the nature and value of all forms of consideration in respect of the transaction including, without limitation, the extent to which that consideration forms part of Actual Revenue;
 - (5) the identity of any proposed sub-lessee of the Land (excluding the Bridge Works Land) or the M5 Western Link Land or operator of the Service Centre including, without limitation, its financial and commercial standing, reputation and expertise in designing, constructing, operating and maintaining service centres of the kind proposed;
 - (6) the design and aesthetics of the Service Centre including, without limitation, the extent to which they affect the Scope of Works and Design Criteria or the M5 Western Link Scope of Works and Design Criteria;
 - (7) the proposed construction of the Service Centre including, without limitation, the standard of workmanship and materials and the extent to which the proposed construction affects the Scope of Works and Design Criteria or the M5 Western Link Scope of Works and Design Criteria;
 - (8) the extent to which the inclusion of the Service Centre affects the Company's obligations to operate, maintain and repair the Tollroad and the M5 Western Link; and
 - (9) any reporting and accounting obligations proposed by the Company in respect of the Service Centre.
- (c) Any fees, charges, other income or consideration of any kind received by the Company in respect of the Service Centre forms part of Actual Revenue.

7.10 **Notification of disorderly conduct**

If the Company becomes aware of any riotous, disorderly, offensive or improper conduct upon or in the Premises or of any person who is conducting himself in a riotous, disorderly, offensive or improper manner the Company must promptly notify all relevant Authorities.

7.11 **Notification of unlawful acts**

If the Company becomes aware of any illegal or unlawful act (whether being a breach of any motor traffic or similar laws or otherwise by any users of the Tollroad) being performed or done on the Premises the Company must promptly notify all relevant Authorities.

Part 8

8. MAINTENANCE AND REPAIR

8.1 General

- (a) The Company must during the Operating Period maintain and repair the Tollroad, or cause the Tollroad to be maintained and repaired, in accordance with the requirements of the Scope of Works and Design Criteria and the manual referred to in clause 7.2.
- (b) The Company must comply in all respects with its obligations under the Scope of Works and Design Criteria including, without limitation, the obligation in clause 6.5 of the Scope of Works and Design Criteria to comply with RTA requirements in respect of the rehabilitation and resurfacing of the Tollroad pavement.
- (c) The obligations in clause 8.1(a) in respect of that part of the Tollroad which is the M5 Motorway Duplication shall only commence on the M5 Motorway Duplication Completion Date.
- (d) The obligations in clause 8.1(a) in respect of that part of the Tollroad which is the Moorebank Ave Interchange and Associated Works shall only commence on the Moorebank Ave Interchange and Associated Works Completion Date.
- (e) The obligations in clause 8.1(a) in respect of that part of the Tollroad which is the M5 West Widening Works shall only commence on the M5 West Widening Works Completion Date.

8.2 Reports

The Company must as soon as practicable (but in any event within twenty one (21) days) after the date which is six (6) months after the Tollroad Commencement Date and after each date during the Operating Period which is six (6) or an integral multiple of six (6) months thereafter, provide the RTA with a report of all maintenance and repairs carried out on the Tollroad during the previous six month period specifying in reasonable detail the procedures and materials used.

8.3 Inspection

The Company must no less frequently than monthly inspect the Tollroad to determine the state of repair of the Tollroad.

8.4 Notice of damage and accidents

- (a) The Company must give the RTA a detailed written report of any serious damage to or serious defect or want of repair in the Tollroad or any part of the Tollroad or the Plant (or while the Ancillary Works are under construction, in the Ancillary Works or any part of the Ancillary Works) of which it is or becomes aware which is likely to cause any serious danger, risk or hazard to the Premises or any person thereon. The Company must further provide the RTA with a detailed written report of all action taken or to be taken to remedy the damage, defect or want of repair including the estimated time such remedy will require.
- (b) The Company must give the RTA a detailed written report of any accidents involving bodily injury to persons of which it is or becomes aware which occur on the Premises or any part of the Premises promptly after implementing any appropriate actions at the site of the accident.

8.5 Notification of defects by RTA

- (a) If, having regard to the manual referred to in clause 7.2, there is a defect, damage or want of repair in the Tollroad or (during their construction) in the Ancillary Works and the RTA directs the Company to remedy the defect, damage or want of repair, the Company must comply with that direction within a reasonable time and supply the RTA with a written report of the steps taken by it to comply with that direction.
- (b) At any time after the Satisfaction Date and up to and including the M5 West Widening Works Completion Date, the RTA may not exercise its power under clause 8.5(a) in respect of any M5 West Widening Works to the extent the defect, damage or want of repair is permitted or contemplated by the M5 West Widening Deed.

8.6 RTA may perform obligations

- (a) On each and every occasion on which the Company omits or neglects for a period of not less than twenty one (21) days from the date on which the Company is obliged to do the same to pay any money or to do or effect any thing (including, without limitation, to comply with a direction of the RTA given pursuant to clause 8.5) which the Company has agreed to pay, do or effect under this deed or, for the Moorebank Ave Interchange and Associated Works, the M5 Tollroad Project Works Commitment Deed, then it shall be lawful for, but not obligatory upon, the RTA (and without prejudice to any rights and powers arising from such default) after having given written notice to the Company of its intention so to do, to pay such money or to do or effect such thing by itself its engineers, agents, contractors and workmen as if it were the Company.
- (b) In addition to the RTA's rights under clause 8.6(a), if the RTA considers at any time that there is a threat to the safety of Tollroad users or other members of the public, for any reason whatsoever, the RTA may, upon giving notice to the Company, take such action as it considers appropriate.
- (c) For the purposes of clause 8.6, the RTA, its engineers, agents contractors and workmen may enter upon the whole or any part of the Premises and remain there for the purposes of doing or effecting any such thing.
- (d) The Company must indemnify the RTA against any damage, expense loss, or liability suffered or incurred by the RTA in respect of the exercise by the RTA of its rights under clause 8.6 except to the extent caused by the negligence or wilful default of the RTA.

8.7 RTA's right to reimbursement

The Company must repay to or reimburse the RTA forthwith upon demand an amount equal to any moneys paid by the RTA in respect of any liability imposed on the Company under or by virtue of this deed, the Lease or the Bridge Works Lease notwithstanding that any statute, ordinance, proclamation, order, regulation or moratorium, present or future, directly or indirectly imposes such liability upon the RTA.

8.8 Rates

- (a) The Company is responsible for the payment of all Rates in respect of, and for the cost of all services (including but not limited to the services referred to in clause 8.5 of the Lease or clause 8.5 of the Bridge Works Lease) supplied to, the Land and the Tollroad.
- (b) If and to the extent the Company is determined to be liable to pay land tax or is required to pay water sewerage and drainage rates (other than such rates as are

determined by reference to usage) the RTA must pay to, or reimburse, the Company the amount of such tax or rates on or before the date the Company is obligated to pay such amounts provided the Company has notified the RTA in writing of the amount thereof.

PART 9

9. INSURANCE

9.1 Insurance

The Company must effect or cause to be effected and maintained the following insurances in relation to the Project, excluding in relation to the design and construction of the M5 West Widening Project:

- (a) contract works insurance (including but not limited to a contractor's all risk policy); and
- (b) insurance against any liability which may arise at common law or by virtue of any relevant workers' compensation legislation in connection with the Premises; and
- (c) insurance of the Tollroad against loss, damage or destruction from any insurable risk reasonably required by the RTA including but not limited to loss, damage or destruction by fire, lightning, storm and tempest for the reinstatement cost thereof including extra costs reinstatement, and as often as the Tollroad shall be destroyed or damaged the sum or sums of money which shall be recovered or received for or in respect of such insurance shall be held in the account referred to in clause 9.4 and applied in accordance with the provisions of Part 9; and
- (d) such other insurances as may be required by the RTA from time to time being insurances which in the reasonable opinion of the RTA are commonly effected by owners, lessees or contractors provided that while the Fixed and Floating Charge is in force, no insurance required by the RTA under this clause 9.1(d) will impose any more onerous requirement on the Company than is imposed by the Security Trustee under the Fixed and Floating Charge; and
- (e) without in any way limiting the liability of the Company under Part 10 in the joint names of the RTA and the Company a policy (limited for any one claim to \$30,000,000 or, having regard to the frequency of the reinsurance program arranged by the Company's insurers, such other reasonable sum as may be notified in writing from time to time by the RTA to the Company) whereby the RTA and the Company, during the term of this deed, are indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges and expenses referred to in Part 10.

9.2 Insurance generally

The following provisions apply to all policies of insurance required to be effected by the Company pursuant to this deed:

- (a) all such policies of insurance shall be effected with an insurer approved by the RTA (which approval shall not be unreasonably withheld or delayed) and shall be for such amounts and contain such conditions, endorsements and exclusions as are reasonably acceptable to or reasonably required by the RTA;
- (b) no exclusions, endorsements or alterations are to be made in or to any such policy of insurance unless first approved in writing by the RTA (which approval shall not be unreasonably withheld or delayed);

- (c) all such policies are to be taken out in the names of the RTA and the Company for their respective rights and interests;
- (d) duplicate or certified copies of all such policies and all renewal certificates and endorsement slips are to be lodged by the Company with the RTA as soon as practicable after receipt by the Company;
- (e) in respect of each such policy, the Company shall use its best endeavours (including the payment of any reasonable premium) to have the policy endorsed to the intent that the insurer under such policy waives the insurer's right to avoid the policy or any liability of the insurer under that policy on account of or by reason of any non-disclosure or any inaccurate disclosure in the proposal relating to that policy.

9.3 Reinstatement

As often as the Tollroad is partially or wholly destroyed or damaged and, in the reasonable opinion of the RTA, the rebuilding or reinstating of the Tollroad is practicable and desirable the Company must apply all insurance moneys available and (to the extent the insurances moneys are insufficient) its own moneys to rebuilding or reinstating the Tollroad or making good the damage thereto so that the Tollroad, following such reinstatement, rebuilding or making good of damage satisfies the Scope of Works and Design Criteria. The RTA must pay to the Company all moneys received by the RTA in respect of any such insurance proceeds for the purpose of rebuilding or reinstating or making good the Tollroad or any part thereof destroyed or damaged by progress payments as the work of rebuilding or reinstating or making good proceeds. No progress payment shall be made by the RTA to the Company except upon production to the RTA of a proper certificate by an engineer or other duly authorised person appointed by the RTA certifying that the amount of such progress payment together with all previous progress payments (if any) does not exceed the value of the work actually carried out on the Tollroad for the purpose of such rebuilding reinstating or making good at the date of such certificate.

9.3A Reinstatement in respect of the M5 West Widening Works

- (a) Clause 9.3 does not apply to any loss, damage or destruction of the M5 West Widening Works which occurs:
 - (1) prior to the M5 West Widening Works Completion Date; or
 - (2) after the M5 West Widening Works Completion Date to the extent such loss, damage or destruction is permitted or required for the Company to carry out its obligations under the M5 West Widening Deed.
- (b) If prior to the M5 West Widening Works Completion Date there is loss, damage or destruction which affects both the Tollroad and the M5 West Widening Works, it is acknowledged that while the M5 West Widening Deed remains in force, the making good of the loss or damage or the repair or reinstatement of both the Tollroad and the M5 West Widening Works is linked and must be coordinated.

9.4 Insurance moneys

- (a) All moneys received by the RTA or the Company in settlement of any claim for loss or damage to insured property under the insurances maintained in accordance with this deed must be paid into a bank agreed between the RTA and the Company in an interest bearing account which must be designated the "F-5 Trust Account" in the name of the RTA and such moneys must be held in that account and then paid by the RTA to the Company for the purposes of rebuilding, repair, replacement and making good, as the case may be, of the Tollroad. The balance of moneys and any

interest accrued thereon, if any, shall be credited against any amounts owing by the Company to the RTA under the provisions of the Lease, the Bridge Works Lease or this deed.

(b) The parties acknowledge that all monies received by the RTA or the Company in settlement of any claim under the insurances maintained under the M5 West Widening Deed will be applied in accordance with the terms of the M5 West Widening Deed.

9.5 **No Vitiating of insurance**

The Company must not at any time during the term of this deed knowingly permit or suffer to be done any act, matter or thing whereby any insurance required to be effected by this Part may be vitiating or rendered void or voidable (except with the approval in writing of the RTA).

9.6 **Payment of premiums**

The Company must punctually pay or cause to be paid all premiums and other moneys payable in respect of any policy of insurance required to be effected by this Part when due and payable.

9.7 **Information**

The Company must give full, true and particular information to the insurer with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys thereunder.

9.8 **Notice to RTA**

The Company must use its all reasonable efforts to procure that any policy of insurance to be effected hereunder shall provide that if the insurer cancels such insurance for any reason, such cancellation shall not be effective before thirty (30) days after receipt by the RTA of written notice from the insurer advising of such cancellation.

9.9 **Actions**

The RTA in its own name and as the attorney of the Company in the name of the Company or otherwise is entitled to institute all proceedings against any such insurer to recover from it any amount for loss damage or injury or other money payable under any indemnity in favour of the RTA.

Part 10

10. **INDEMNITIES**

10.1 **Release**

- (a) The Company releases to the full extent permitted by law the RTA from all claims and demands of every kind whether in tort or otherwise resulting from any accident, damage or injury occurring on the Premises except where such accident, damage or injury is caused or contributed to by any negligence or wilful default on the part of the RTA.
- (b) The Company must take and be subject to the same responsibilities in regard to persons and property and otherwise to which the Company would be subject as if the Company were the owner of the freehold of the Premises.

10.2 Indemnification

The Company indemnifies and must keep indemnified the RTA from and against all actions whether in tort or otherwise, suits, claims, demands, proceedings, losses, damages, compensation, costs (including legal costs on a full indemnity basis), charges and expenses whatsoever to which the RTA shall or may be or become liable (notwithstanding that any such actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges, and expenses shall have resulted from any act or thing which the Company may be authorised or obliged to do under this deed, the Lease or the Bridge Works Lease and notwithstanding that any time, waiver or other indulgence has been given to the Company in respect of any obligation of the Company under this deed or of the Company under the Lease or the Bridge Works Lease) in respect of:

- (a) the negligent use, misuse, waste or abuse by the Company or any servant, agent, sub-tenant of or any other person claiming through or under the Company of the gas, electricity, water and other services and facilities in or on the Premises;
- (b) overflow or leakage of water (including rain water) on or from the Premises caused or contributed to by any act or omission on the part of the Company or any servant, agent, sub-tenant of or any other person claiming through or under the Company;
- (c) any loss, injury or damage to persons or property of whatsoever nature or kind and however or wherever sustained or caused or contributed to by the use or occupation of, or any circumstance, condition or activity or other cause on, the Premises and not caused by the wilful default or negligence of the RTA;
- (d) any notice, claim or demand to pay, do or perform any act matter or thing to be paid, done or performed by the Company under this deed or by the Company under the Lease or the Bridge Works Lease except to the extent that the RTA is obliged under the provisions of this deed, the Lease or the Bridge Works Lease to pay for or contribute to the cost of the same; or
- (e) any breach of any warranty referred to in clause ~~2.82.9~~(b) or clause 5.2(a) or any claim (whether the subject of formal proceedings or not) by any person that the RTA is not entitled to make use of the Proprietary Documentation in the manner contemplated by clause 5.2(b).~~r~~

except to the extent that the Company is required to indemnify RTA under the M5 West Widening Deed in respect of such actions (whether in tort or otherwise), suits, claims, demands, proceedings, losses, damages, compensation, costs (including legal costs on a full indemnity basis, charges or expenses).

10.3 Survival of indemnities

The obligations of the Company under this clause shall continue after the expiration or other determination of this deed in respect of any act deed matter or thing happening before such expiration or determination. In this Part 10 "injury" shall be deemed to include death.

Part 11

11. ASSIGNMENT OR MORTGAGE

11.1 Assignment by the Company

- (a) Except as contemplated by this deed the Company must not:
- (1) assign, transfer, mortgage, charge, make the subject of any trust or otherwise deal with or encumber all or any of its rights, benefits or interest in this deed or any of its obligations under this deed; or
 - (2) part with physical possession of the Premises; or
 - (3) procure or permit to exist any of the foregoing,
- without the prior written consent of the RTA in its sole and unfettered discretion on whatever terms and conditions the RTA thinks fit.
- (b) The Company must contract in accordance with the contractual pattern for Project delivery as provided by the Company to the RTA prior to the date of this deed and initialled by the parties for identification as set forth in schedule 5 and not alter that pattern in any material respect without the consent of the RTA, which consent must not be unreasonably withheld or delayed.

11.2 Change of the Company's shareholding

- (a) For the purposes of this Part 11, a change in the identity of the person or persons holding a relevant interest in not less than 50% of the voting shares in the capital of the Company from that existing at the date of execution of this deed shall be deemed to be an assignment of the Company's interest in this deed.
- (b) For the purposes of clause 11.2:
- (i) "relevant interest" and "voting shares" have the meaning assigned to them by the Corporations Act; and
 - (ii) any issue of shares maintained by a reputable professional institutional investor (which shares are to be held as a portfolio investment) must not be taken into account in determining whether there has been a change in the identity of the holder of a relevant interest in the shares of the Company for so long as the day to day management and control of the Company is retained by the existing board of directors and shareholders of the Company.

11.3 Permitted assignments

- (a) Subject to clause 11.3 (c), the RTA must not withhold or delay its consent pursuant to clause 11.1(a) if the following requirements are met:
- (1) the Company has established to the satisfaction of the RTA that the proposed assignee, sub-lessee or other occupier (collectively an "assignee") is a reputable corporation with sufficient expertise and ability and of financial and commercial standing sufficiently high to satisfy the RTA that it is capable of properly carrying out the obligations of the Company under this deed, provided that this requirement shall be deemed to have been satisfied where the proposed assignee is a wholly owned subsidiary of the Company;
 - (2) there is at the time of any application for consent no subsisting breach of any of the provisions of this deed, [the Lease](#) or the [Bridge Works Lease](#) on

the part of the Company to be observed or performed not being a breach which has been waived by the RTA;

- (3) the proposed assignee has entered into a deed with the RTA in the form of schedule 2;
 - (4) with any application for consent under this clause 11.3(a) the Company must furnish to the RTA full particulars of the proposed transaction together with a draft of any proposed agreement; and
 - (5) the proposed assignee has furnished the RTA with such guarantee and indemnity or guarantees and indemnities in respect of the performance of its obligations under this deed as the RTA shall require.
- (b) The RTA must not unreasonably withhold its consent to a proposed change in the identity of the person or persons holding shares in the capital of the Company as contemplated by clause 11.2(a) if the following requirements are met:
- (1) the Company has established to the satisfaction of the RTA that the proposed assignee, transferee or subscriber is a reputable corporation of financial and commercial standing;
 - (2) there is at the time of any application for consent no subsisting breach of any of the provisions of this deed, the Lease or the Bridge Works Lease on the part of the Company to be observed or performed, not being a breach which has been waived by the RTA; and
 - (3) with any application for consent under this clause 11.3(b) the Company must furnish to the RTA full particulars of the proposed transaction together with a draft of any proposed agreements.
- (c) A certified copy of every agreement whereby the Company assigns or otherwise parts with possession of its interest in this deed must be forwarded to the RTA.
- (d) The provisions of this clause 11.3 shall not apply in any circumstances to permit any assignment, transfer, sub-lease, licence of or other dealing with:
- (1) 50% or more of the Company's interest in this deed or 50% or more of the shares of the Company prior to the Stage 2 Commencement Date; or
 - (2) any interest of the Company in this deed or the shares of the Company if an Event of Default has occurred and is continuing and has not been waived; or
 - (3) any interest of the Company in this deed unless the interests of the Company in the M5 Western Link Project Deed are assigned, transferred, sub-let, licensed, or otherwise dealt with at the same time, on the same terms and conditions and in favour of the same party.
- (e) Where the Company has assigned or transferred its interest in this deed and the requirements of clause 11.3(a) are otherwise satisfied, the RTA must release the Company from the performance and observance of all further obligations on its part under this deed and the Deed of Charge.

11.4 Mortgages

- (a) ~~For~~ Subject to the provisions of the 2012 Consent Deed, for the purpose of securing its obligations to any person or persons providing financial accommodation to it for the purposes of the Project, the Company may give a Security Interest

over this deed and the Lease and its interest hereunder and thereunder. Prior to giving any such Security Interest, the Company must, and must cause the person or persons taking such Security Interest to, enter into a deed in the form reasonably required by the RTA including covenants that:

- (1) the person taking the Security Interest will notify the RTA if the Company is in default under the terms of the document or arrangement creating the Security Interest; and
 - (2) should such person exercise its rights under that Security Interest or otherwise to enter into possession of the Premises or of any of the Company's right, title and interest in this deed and the Lease, then such person will duly perform the covenants and restrictions on the part of the Company contained in this deed and the Lease.
- (b) Where any person holding a Security Interest gives notice of its interest to the RTA no amendment to this deed or the Lease (other than a variation pursuant to clause 4.2 or clause 4.4 of this deed) and no waiver of the performance of any of the obligations of the RTA or the Minister under this deed or the RTA under the Lease shall be effective unless approved in writing by the person in favour of whom the Security Interest has been given.
- (c) Without prejudice to the generality of the foregoing, each of the RTA and the Minister acknowledges and consents to the Company granting Security Interests of the kind described in clause 11.4(a) to the Security Trustee.

Part 12

12. SECURITY

12.1 Security

The Company must provide or cause to be provided to the RTA the following security:

- (a) the Bond being in the form set forth in schedule 6 in the amount of two million five hundred thousand dollars (\$2,500,000) to ensure completion of construction of the Tollroad (excluding the M5 West Widening Works);
- (b) a charge over all the assets of the Company in the form of the Deed of Charge, to ensure performance of the Company's obligations under ~~this deed and the Lease~~Project Documents; and
- (c) the Maintenance and Repairs Accrual Account established in accordance with clause 7.3.

12.2 Release of Bond

The Bond must be released by the RTA on the Stage 2 Commencement Date provided no Event of Default has occurred and is continuing and has not been waived.

12.3 PPS Security

- (a) The Company acknowledges that the Project Documents give rise, or may give rise, to one or more PPS Security Interests.
- (b) The Company must do all things reasonably required by the RTA to enable the RTA to perfect any PPS Security Interest arising solely under or in connection with the Project Documents in accordance with PPS Law.

- (c) Nothing in any Project Document may be taken as an agreement that any PPS Security Interest arising under or in connection with the Project Documents attaches later than the time contemplated by section 19(2) of the PPSA.
- (d) If, in breach of any Project Document, the Company attempts to dispose of or otherwise deal with any property that is subject to a PPS Security Interest arising under or in connection with the Project Documents, the Company acknowledges that, despite the disposal or dealing:
- (1) the RTA has not authorised the disposal or agreed that the dealing would extinguish the RTA's PPS Security Interest; and
- (2) the RTA's PPS Security Interest continues in that property.
- (e) The Company acknowledges that the RTA may register one or more financing statements in relation to any PPS Security Interests arising under or in connection with the Project Documents. If permitted by PPS Law, the Company waives its rights under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

Part 13

13. TERMINATION

13.1 Termination by RTA

Subject to clause 13.2 and the last paragraph of this clause 13.1, if any of the following events occur, the RTA may by notice in writing to the Company terminate this deed on the date which is fourteen (14) days after the date of service of that notice without prejudice to any other action or remedy which the RTA has or may have or could have for and in respect of any such event:

- (a) any representation or warranty made by or on behalf of the Company or any report or statement delivered by or on behalf of the Company in respect of this deed, the Lease, the Bridge Works Lease, the ~~2009-2012~~ Consent Deed or the Deed of Charge proves to have been untrue in any material respect when made or deemed to be made;
- (b) this deed, the Lease or the Bridge Works Lease is or becomes wholly or partly void, voidable or unenforceable against the Company other than as a result of the occurrence of any event or circumstance specified in clause 13.3;
- (c) the Deed of Charge does not have priority as a second ranking security or loses its priority as a second ranking security or is or becomes wholly or partly void, voidable or unenforceable or a claim to that effect is made by the Company unless the Company delivers to the RTA, within seven (7) days of demand by the RTA a replacement security reasonably satisfactory to the RTA;
- (d) the Agent or the Security Trustee (as applicable) or any other relevant financial institution, or if the Bank Debt or any part thereof has been refinanced by any other financial institution, that financial institution or its agent or nominee, exercises its rights pursuant to clause ~~23-225.3~~ of the Facility Agreement or clause ~~8-28~~ of the Fixed and Floating Charge or any other equivalent provision entitling the Agent or the Security Trustee (as applicable) or any other relevant financial institution, its agent or nominee or any such financier to accelerate the date for repayment of the Bank Debt or any part thereof or enforce its security in respect of the Bank Debt;

- (e) the Company breaches or allows any breach of this deed, the Lease, [the Bridge Works Lease](#), the ~~2009-2012~~ Consent Deed or the Deed of Charge or a default under this deed, the Lease, [the Bridge Works Lease](#), the ~~2009-2012~~ Consent Deed or the Deed of Charge occurs which in any such case is not capable of remedy unless the breach or default has been waived or excused by the RTA in writing;
- (f) the Company breaches or allows any breach of this deed, the Lease, [the Bridge Works Lease](#), the ~~2009-2012~~ Consent Deed or the Deed of Charge or a default under this deed, the Lease, [the Bridge Works Lease](#), the ~~2009-2012~~ Consent Deed or the Deed of Charge occurs which in any such case is capable of remedy unless the breach or default has been waived or excused by the RTA in writing;
- (g) an order is made or a resolution is passed for the winding up of the Company (except for the purpose of reconstruction or amalgamation with the written consent of the RTA such consent not to be unreasonably withheld or delayed);
- (h) the Company goes into liquidation or an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Company (unless the Company satisfies the RTA within fourteen (14) days of the application being made that it is frivolous or vexatious);
- (i) the Company makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or any receiver or receiver and manager is appointed to the Company or of any of its assets (except for the purpose of reconstruction or amalgamation with the written consent of the RTA such consent not to be unreasonably withheld or delayed);
- (j) any distress, attachment, execution or other process in an amount exceeding \$100,000 is levied against the Company and not discharged within thirty (30) days unless the Company has initiated proceedings in good faith to set aside such execution and such execution is discharged within a further thirty (30) days;
- (k) the Company is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations [LawAct 2001 \(Cth\)](#);
- (l) an application or order is made to place the Company under official management (unless the Company satisfies the RTA within fourteen (14) days of the application being made that it is frivolous or vexatious); or
- (m) the Bond becomes wholly or partly void, voidable or unenforceable or the issuer purports to terminate or otherwise denies liability under the Bond unless the Company delivers to the RTA, within seven (7) days of demand by the RTA a replacement security reasonably satisfactory to the RTA.

The RTA must not issue a notice terminating this deed on the basis of an event or circumstance specified in Clause 13.1 (a), (b), (e), (j) or (l) above unless the event or circumstance would, in the reasonable opinion of the RTA, materially adversely affect the ability of the Company to perform its obligations under this deed and the Lease.

13.1A If, before the M5 Western Link Commencement Date, the M5 Western Link Project Deed and (as a consequence of the termination of that deed) the M5 Western Link Lease are terminated, the F-5 Tollroad Project Amendment Deed is rescinded and the parties must be placed in the same position that they would have been in had that deed not been executed.

13.2 **Opportunity to remedy**

- (a) This clause does not apply to any Event of Default of the kinds referred to in clauses 13.1(a), (b), (c) or (e) above.
- (b) The RTA must not terminate this deed unless the RTA has first given to the Company written notice of the Event of Default on which the RTA relies.
- (c) The RTA is not entitled to rely on an Event of Default as a ground to terminate this deed:
 - (1) in the case of an Event of Default remediable by payment of money if the Company pays to the RTA within twenty-one (21) Business Days of service of such notice all moneys necessary to remedy such default; or
 - (2) in the case of an Event of Default remediable other than by the payment of money if the Company within fourteen (14) Business Days of the service of such notice undertakes in writing to the RTA to remedy the Event of Default and remedies it within a reasonable time having regard to the nature and extent thereof but in any event (unless otherwise agreed by the RTA in writing) the Company must commence and diligently pursue the remedy of the Event of Default within twenty eight (28) Business Days of the service of the notice.
- (d)
 - (1) If the RTA issues a notice terminating this deed on the basis of an Event of Default on which it is entitled to rely as a ground to terminate this deed the Company may suspend the operation of that notice by notifying the RTA within fourteen (14) days of the date of service of that notice that it wishes to exercise its rights under this clause 13.2(d).
 - (2) If the Company delivers a notice to the RTA as contemplated by clause 13.2(d)(1) then, so long as it complies with its obligations under this deed, the Lease and the Bridge Works Lease and, in particular, Part 11 of this deed:
 - (A) if the notice issued by the RTA is issued prior to the Stage 1 Commencement Date, within a period of six (6) months; or
 - (B) if the notice issued by the RTA is issued on or after the Stage 1 Commencement Date, within a period of twelve (12) monthsfrom the date of service of that notice by the RTA, the Company may assign all of its rights, benefits and interest in this deed, the Lease and the Bridge Works Lease, provided that clause 11.3 will not apply to any assignment in the circumstances of this clause 13.2(d).
 - (3) The proceeds of any such assignment must be applied:
 - (A) first, in payment of all amounts which, to the extent required by law, have priority over the payment specified in the balance of this clause 13.2(d)(3);

- (B) secondly, in payment and discharge, in order of their priority, of the Security Interests over the Company's right title and interest in this deed and the Lease (provided that, in the case of the Security Interest of the Security Trustee or other relevant financial institution, such payment shall not exceed the amount owing under the Facility Agreement ~~or the Further Facility Agreement~~); and
- (C) thirdly, in payment to the RTA towards satisfaction of all moneys payable to the RTA pursuant to this deed, the Lease or the Bridge Works Lease subject to any rights of set off of the Company; ~~and.~~
- ~~(D) — fourthly, in payment of the Mezzanine Finance.~~

The balance, if any, of such proceeds may be retained by the Company for its own use and benefit.

13.3 Termination by the Company

Subject to clause 13.4, the Company may give a notice in writing to the RTA and the Minister of termination of this deed (a "Termination Notice") and, subject to clause 13.4, this deed shall terminate fourteen (14) days after the date of service of the Termination Notice and, without prejudice to the Company's rights under clause 13.5, the Minister must pay the Early Termination Amount within thirty (30) days of the date of such termination if any of the following events occur:

- (a) a court of competent jurisdiction determines that, for a reason which results in one or more of the representations of the RTA and the Minister in clause 2.9(a) being untrue, the Company is unable to construct or maintain the Tollroad or levy or collect or retain for its own use and benefit tolls from users of the Tollroad in the manner contemplated by this deed or the Lease, except to the extent that the court determination solely prevents the Company from undertaking the M5 West Widening Project substantially in accordance with the M5 West Widening Deed; or
- (b) if a court of competent jurisdiction makes a final determination from which no appeal may be taken or with respect to which the relevant appeal period has expired without an appeal being taken which requires the Company to obtain a consent or approval of the kind contemplated by clause 2.4(b) of the Annexed Lease and any relevant approval or consent as more particularly referred to in that clause is not obtained within six (6) months of the date of that determination notwithstanding that the Company has used its best endeavours to obtain that consent or approval; or
- (c) legislation is enacted by the New South Wales government, the effect of which is to prohibit the Company from constructing or maintaining the Tollroad or levying or collecting or retaining for its own use and benefit tolls from users of the Tollroad in the manner contemplated by this deed or the Lease, except to the extent that such legislation relates only to the ability of the Company to exercise its rights and obligations under the M5 West Widening Deed; or
- (d) the Premises or any part thereof is resumed by any relevant authority and the effect of such resumption is to materially prejudice the ability of the Company to construct or maintain the Tollroad or levy or collect or retain for its own use and benefit tolls from users of the Tollroad in the manner contemplated by this deed or the Lease, except to the extent that such resumption relates only to land which affects the Company's rights and obligations under the M5 West Widening Deed; or

- (e) the Minister or the RTA breaches any of their respective obligations under this deed or the Lease and the effect of that breach is to prevent the Company from constructing or maintaining the Tollroad or levying or collecting or retaining for its own use and benefit tolls from users of the Tollroad in the manner contemplated by this deed or the Lease, except to the extent that such breach only affects the Company's rights and obligations under the M5 West Widening Deed;
- (f) any of the events or circumstances contemplated by clause 2.4 of the Annexed Lease occurs and, as a consequence of that event or circumstance or those events or circumstances (and not as a consequence of any increase in the actual construction or operating costs of the Project over those projected in the Base Case Model or any shortfall in Actual Revenue from the revenue projected in the Base Case Model) it would not be possible on the basis of financial projections reasonably acceptable to the RTA, for the Company to repay the Bank Debt in full within 3 months after the expiration of the Availability Period; ~~or~~;
- (g) any of the events or circumstances contemplated by clause 2.4 of the Moorebank Lease occurs and, as a consequence of that event or circumstance or those events or circumstances (and not as a consequence of any increase in the actual construction or operating costs of the Project over those projected in the Base Case Model or any shortfall in Actual Revenue from the revenue projected in the Base Case Model) it would not be possible on the basis of financial projections reasonably acceptable to the RTA, for the Company to repay the Bank Debt in full within 3 months after the expiration of the Availability Period.

13.4 Suspension of Termination Notice

- (a) If the Company delivers a Termination Notice to the RTA based on an event or circumstance specified in clause 13.3, the RTA may, by written notice to the Company within 14 days of receipt of the Termination Notice, elect to suspend the operation of the Termination Notice:

- (1) in the case of a Termination Notice based on an event or circumstance specified in clause 13.3(a), for a period of twelve (12) months;
- (2) in the case of a Termination Notice based on an event or circumstance specified in clause 13.3(c), for a period of four (4) months; or
- (3) in the case of a Termination Notice based on an event or circumstance specified in clause 13.3(b), (d) or (e), for period of three (3) months;
- (4) in the case of a Termination Notice based on an event or circumstance specified in clause 13.3(f) and (g), for a period of two (2) months,

or for such longer period as the parties agree (the "Suspension Period") and the Termination Notice shall be of no force and effect until the date of:

- (5) expiration of the Suspension Period; or
- (6) termination of the Suspension Period pursuant to paragraph (d) or (g) below,

whichever first occurs.

During the Suspension Period this deed remains in full force and effect and the Company must, if the Company is lawfully able, or it is practicable to do so, duly perform its obligations under this deed, the Lease, the Bridge Works Lease and the Deed of Charge.

- (b) If the Termination Notice was based on an event or circumstance specified in clause 13.3(f) and (g) the RTA must, in the notice suspending the Termination Notice specify a date and place for an initial meeting with the Company for the purposes of negotiating in good faith a means or a combination of means (which may include an extension of the Term) which will result, on the basis of financial projections reasonably acceptable to the RTA and the Company, in the Bank Debt being projected to be repaid in full within 3 months after the expiration of the Availability Period.
- (c) If the RTA elects to suspend the operation of the Termination Notice in accordance with clause 13.4(a) above, the RTA must pay monthly in arrears, an amount equal to:
- (1) if the date of the Termination Notice is prior to the Tollroad Commencement Date, the amount which the Company establishes, to the reasonable satisfaction of the RTA, is the increased cost of the Project actually incurred by the Company prior to the Tollroad Commencement Date as a result of any delay resulting from the event on the basis of which the Termination Notice was delivered; or
 - (2) if the Termination Notice is given on or after the Tollroad Commencement Date or the Tollroad Commencement Date occurs during the Suspension Period, the amount which the Company establishes to the reasonable satisfaction of the RTA would have been received by the Company from the collection of tolls from the Tollroad during the Suspension Period (provided that there is no double counting if the Company is entitled to a remedy for the same circumstances under the M5 West Widening Deed).
- (d) The Suspension Period shall terminate prior to the date contemplated by clause 13.4(a)(i):
- (1) at the election of the RTA at any time by five (5) Business Days' written notice to the Company;
 - (2) where the Termination Notice was based on an event or circumstance specified in clause 13.3(a) upon delivery of a final determination by a court of competent jurisdiction from which no appeal may be taken or on the expiration of any relevant appeal period without any appeal being taken, to the effect that it is unlawful for the Company to construct or maintain or levy or collect or retain for its own use and benefit tolls from users of the Tollroad in the manner contemplated by this deed or the Lease; or
 - (3) where the Termination Notice was based on an event or circumstances specified in clause 13.3(b), upon the issue of the relevant approval or consent; or
 - (4) where the Termination Notice was based on an event or circumstance specified in clause 13.3(c), upon the repeal of the legislation or the enactment of further legislation the effect of which is to remove the prohibition on the Company constructing and maintaining the Tollroad and levying or collecting and retaining for its own use and benefit (or whichever of such activities was formerly prohibited) tolls from users of the Tollroad in the manner contemplated by this deed and the Lease;
 - (5) where the Termination Notice was used on an event or circumstance specified in clause 13.3(d), upon the resumption by the RTA of the Premises or the part thereof which was resumed by another authority or so much thereof as is necessary to enable the Company to construct and

maintain the Tollroad and to levy, collect and retain for its own use and benefit tolls from users of the Tollroad as contemplated by this deed and the Lease; or

- (6) where the Termination Notice was based on an event or circumstance specified in clause 13.3(e) upon the remedy of the breach by the RTA or the Minister, as appropriate, the effect of which is to remove the prevention on the Company constructing and maintaining the Tollroad and levying, collecting and retaining for its own use and benefit (or whichever of such activities was formerly prevented) tolls from users of the Tollroad in the manner contemplated by this deed or the Lease; or
 - (7) where the Termination Notice was based on an event or circumstance specified in clause 13.3(f) and (g), at the time agreed by the parties in the negotiations referred to in clause 13.4(b) or upon the enactment of legislation which renders inoperative or of no effect the event or circumstance on which the Termination Notice was based.
- (e) Following the termination of the Suspension Period in accordance with:
- (1) clause 13.4(d)(3), 13.4(d)(4), 13.4(d)(5) and 13.4(d)(6), this deed shall continue in full force and effect and the Termination Notice shall be deemed not to have been given;
 - (2) clause 13.4(d)(7), if such legislation has been enacted or the parties have reached agreement to that effect, this deed shall continue in full force and effect and the Termination Notice shall be deemed not to have been given; or
 - (3) clause 13.4(d)(1) or clause 13.4(d)(2) or clause 13.4(a)(i), this deed shall terminate and the Early Termination Amount shall be payable by the Minister within 30 days of such termination.
- (f) If the final determination of a court of competent jurisdiction referred to in clause 13.4(d)(2) above is to the effect that it is lawful for the Company to construct and maintain and levy, collect and retain for its own use and benefit (or whichever of such activities was previously prohibited) tolls from users of the Tollroad in the manner contemplated by this deed and the Lease, the Termination Notice shall be of no force and effect.
- (g) Notwithstanding any of the foregoing provisions of this clause 13.4, if the Company, having given a Termination Notice on the basis of an event or circumstance referred to in clause 13.3(a), (b) or (d) and the RTA having suspended the operation of the Termination Notice, there is enacted legislation during the Suspension Period the effect of which is to permit the Company to construct and maintain the Tollroad and levy, collect and retain for its use and benefit (or whichever of such activities was previously prohibited) tolls from users of the Tollroad in the manner contemplated by this deed and the Lease, then on the entry into force of that legislation the Suspension Period shall terminate, the Notice of Termination shall be deemed not to have been given and this deed shall remain in full force and effect.

13.5 Damages

- (a) The RTA and the Minister each acknowledges that if this deed and (as a consequence of the termination of this deed) the Lease are terminated as a result of any of the events referred to in clause 13.3 the RTA and the Minister must compensate the Company for any loss, damage, cost, charge or expense incurred

by the Company as a consequence of such termination. The Company must take all reasonable steps to mitigate any such loss, damage, cost, charge or expense. If the parties cannot agree on the amount of such loss, damage, cost, charge or expense, the dispute shall be determined by an arbitrator in accordance with clause 14.3.

(b) In determining the amount of the loss, damage, cost, charge or expense incurred by the Company as a result of such termination, the arbitrator must take into account:

(1) any loss which may have been incurred by the Company during any Suspension Period for which it has not been compensated pursuant to this deed;

(2) the payment of the Early Termination Amount;

~~(2)~~(3) the Term; and

~~(3)~~(4) if the event or circumstance on which the termination of this deed and the Lease is based is an event or circumstance referred to in clause 13.3(d), the amount, if any, payable to the Company by the resuming authority as a consequence of the resumption (less the amount of the reasonable fees, costs and expenses incurred by the Company in connection with the resumption).

(c) If the arbitrator determines that the amount payable to the Company by the resuming authority as a consequence of a resumption (after deducting the reasonable fees, costs and expenses incurred by the Company in connection with the resumption) exceeds the aggregate of the Early Termination Amount and any amount to which the Company would otherwise be entitled as a result of the termination of this deed and the Lease the arbitrator may order the Company to pay to the RTA or as it directs an amount equal to the excess.

(d) Notwithstanding any other provision of this deed or the M5 Western Link Project Deed, in no event will the amount of compensation payable by the RTA and the Minister for any loss of profit claimed by the Company exceed an amount equal to:

(1) the amount necessary to enable the Company to receive on its investment the Expected Financial Return, calculated by using ~~the total construction, operating and financing costs projected to be incurred by the Company~~ an all equity basis (including an adjustment to tax payable as set out in the Base Case Model, which eliminates the deductions arising from financing costs), consistent with the methodology included in the 'rms' worksheet in the Base Case Model, and after taking into account the financial return actually derived by the Company from the Project prior to the date of determination of the amount of that compensation.

less:

(2) the Early Termination Amount.

13.5A Default and termination under the M5 West Widening Deed

(a) If:

(1) an Event of Default (as defined in the M5 West Widening Deed) occurs before the M5 West Widening Works Completion Date; and

(2) the relevant events or circumstances giving rise to the Event of Default (as defined in the M5 West Widening Deed) do not also constitute an Event of Default under this deed.

then:

(3) the Event of Default (as defined in the M5 West Widening Deed) will be resolved solely in accordance with the M5 West Widening Deed; and

(4) the parties will have no recourse to clauses 13.1 to 13.5 of this deed in respect of the Event of Default (as defined in the M5 West Widening Deed) including as a result of any act or omission of the parties while the Event of Default (as defined in the M5 West Widening Deed) is subsisting (unless such acts or omissions constitute an Event of Default under this deed).

(a) The failure by the Company to remedy any Event of Default (as defined in the M5 West Widening Deed) in accordance with the M5 West Widening Deed will not, of itself, provide RTA with any independent additional right to terminate this deed or with any independent additional recourse to clauses 13.1 to 13.5 of this deed.

(b) For the avoidance of doubt, if events or circumstance give rise to:

(1) an Event of Default (as defined in the M5 West Widening Deed); and

(2) an Event of Default (as defined under this deed).

then nothing in this clause 13.5A affects or restricts the independent operation of clause 9 of the M5 West Widening Deed and clauses 13.1 to 13.5 of this deed respectively.

13.5B Termination and damages payments under the M5 Western Link Project Deed

(a) The parties acknowledge and agree that, notwithstanding any provision of any Project Document, any M5 West Widening Project Document or the M5 Western Link Project Deed, where both this deed and the M5 Western Link Project Deed are terminated:

(1) the Company is not entitled to claim, and the RTA and the Minister are not liable or obliged to pay or compensate for, the same loss or amount twice under both this deed and the M5 Western Link Project Deed;

(2) payment by the RTA or the Minister to the Company in respect of the Company's loss, damage, cost, charge or expense under the M5 Western Link Project Deed will satisfy and discharge any liability or obligation of the RTA and the Minister for the same loss, damage, cost, charge or expense under this deed (and vice versa);

(3) payment by the Minister to the Company of the amount referred to in paragraph (a) of the definition of the Early Termination Amount (as defined in this deed) will satisfy and discharge the Minister's obligation to pay the amount referred to in paragraph (a) of the definition of Early Termination Amount as defined in the M5 Western Link Project Deed (and vice versa); and

(4) for the purposes of clause 13.5(b) of the M5 Western Link Project Deed, the satisfaction and discharge referred to in clause 13.5B(a)(3) shall be deemed to be payment by the Minister of the amount referred to in paragraph (a) of the definition of Early Termination Amount as defined in the M5 Western Link Project Deed.

- (b) The parties acknowledge and agree that the M5 Western Link Bank Debt (as defined in the M5 Western Link Project Deed) forms part of, and is included within, the Bank Debt.

13.5C Termination of this deed upon termination of the M5 Western Link Project Deed

This deed will automatically terminate upon the termination of the M5 Western Link Project Deed, and:

- (a) if the M5 Western Link Project Deed is terminated by the Company pursuant to clause 13.3 of the M5 Western Link Project Deed, the Company will also be taken to have terminated this deed under clause 13.3 of this deed;

- (b) if the M5 Western Link Project Deed is terminated by the RTA pursuant to clause 13.1 of the M5 Western Link Project Deed, the RTA will also be taken to have terminated this deed under clause 13.1 of this deed.

13.6 Vesting of fixtures

On the termination of this deed, the Lease and the Bridge Works Lease and the expiration or sooner determination of the Term the Tollroad and all the Plant shall without the payment of any compensation whatsoever by the RTA to the Company and without further action vest in so as to become the absolute property of the RTA and the Company shall cease to have any interest therein.

13.7 Removal of signs

Prior to vacating the Premises or any part of the Premises pursuant to the Lease, the Bridge Works Lease or this deed or otherwise upon the request in writing of the RTA but not otherwise the Company will at the Company's expense remove or cause to be removed all signs, notices, names or hoardings or any facilities or other media for advertising or display purposes erected, painted, displayed, affixed or exhibited upon to or within the Premises or such part by or on behalf of the Company and make good any damage or disfigurement caused by reason of such erection, painting, displaying, affixing, exhibition or removal thereof.

13.8 Plant manuals

Upon the termination of this deed the Company must deliver to the RTA all relevant manuals pertaining to the Plant.

Part 14

14. DISPUTE RESOLUTION

If a dispute arises between the RTA and the Company in respect of this deed, the Lease or the Bridge Works Lease then such dispute shall be dealt with in accordance with Part 14.

14.1 Disputes about Scope of Works and Design Criteria

If the dispute is, or relates to, whether:

- (a) the Drawings or Specifications satisfy the Scope of Works and Design Criteria; or
- (b) (but only where the RTA and the Company have agreed that this clause 14.1 should apply to such dispute) the Company is constructing the Tollroad in a proper and workmanlike manner, using good quality materials, plant and equipment or in accordance with the Drawings and Specifications,

then the dispute shall be determined by one independent expert in the relevant field or (if more than one field) by an independent expert in each of the relevant fields agreed upon and appointed jointly by the parties or in the event that no agreement on such appointment is reached appointed upon the application of either party by the President or other senior officer for the time being of the Institution of Engineers (Australia) or his nominee. The decision of any such expert shall be made as an expert and not as an arbitrator and shall be final and binding on the parties and the RTA and the Company shall share equally the costs incurred by any such expert in making the determination unless otherwise awarded by the expert.

14.2 **Clause 2.1 disputes**

- (a) Notwithstanding the good faith negotiations contemplated by clause 2.1(h), if the parties have still not agreed, within 14 days of the parties entering into the negotiations required under clause 2.1(g), on the action which must be taken to achieve the matters referred to in clause 2.1(h) or whether any of the events in clause 2.1(e) has occurred, then either party may require any matter still in dispute to be determined by an expert.
- (b) The determination shall be by an expert agreed between the parties. If the parties cannot agree on the appointment of an expert within 21 days of the parties entering into the negotiations required under clause 2.1(g), an expert must be appointed by the President or other senior officer for the time being of the Australian Bankers Association or his nominee.
- (c) In reaching a determination as to what the parties should be bound to do following a failure to reach agreement after negotiations under clause 2.1(h), the expert must have regard to the matters referred to in clause 2.1(h).
- (d) The expert can reach his determination in such manner as he sees fit, and his determination (including any decision in respect of the costs of his determination) is final and binding on the parties to this deed.

14.3 **All other disputes**

(a) **Mandatory mediation**

Any dispute arising out of or relating to this deed, [the Lease](#) or the [Bridge Works Lease](#) other than a dispute which is the subject of expert determination pursuant to clauses 14.1 or 14.2 must first be the subject of mediation administered by the Australian Commercial Disputes Centre Limited conducted at Sydney and held in accordance with the Mediation Rules of the Centre modified in such manner as may be agreed between the parties.

(b) **Arbitration**

- (1) Except for the disputes which are the subject of expert determination pursuant to clauses 14.1 or 14.2, and subject to clause 14.3(a), all disputes shall be determined by arbitration. Either party may issue a notice of dispute to the other party identifying therein the particulars of the dispute.
- (2) Within ten (10) days from the issue of the notice the issuer may notify the other party by notice in writing that it requires the dispute to be referred to arbitration and the dispute shall, upon the issue of that notice, be referred to arbitration.
- (3) The arbitration shall be conducted using a single arbitrator who shall, failing agreement between the parties within thirty (30) days after the

issue of the first notice, be appointed by the President or other senior officer for the time being of the Institute of Arbitrators Australia (or such other body as then carries on the functions of such Institute) or his nominee.

- (4) The arbitrator shall conduct the proceedings in accordance with Rules for the Conduct of Commercial Arbitrations issued by the Institute of Arbitrators Australia (or such other body as then carries on the functions of such institute).
- (5) Each party is entitled to be represented by a duly qualified legal practitioner.
- (6) The arbitrator shall not have the power to order the parties to a dispute to take any steps to achieve settlement including attendance at a conference conducted by the arbitrator.

Part 15

15. REPORTING AND ACCOUNTING OBLIGATIONS

15.1 Accounts open for inspection

The books of account and all other records relating to the operation, maintenance and repair of the Tollroad must be kept at the administrative building located on the Premises, at the Company's principal place of business in New South Wales or at another location in Sydney owned or controlled by the Company and must, in either case, be available to the RTA and its representatives at all reasonable times for examination, audit, inspection transcription and copying. Upon any termination of this deed, all such books and records must be turned over to the RTA forthwith so as to ensure the orderly continuance of the operation, repair and maintenance of the Tollroad, but such books and records shall thereafter be available to the Company at all reasonable times for inspection, audit, examination and transcription for a period of seven (7) years.

15.2 Cash flow and profit and loss statement

The Company must deliver to the RTA at or prior to the end of each Quarter a cash flow and profit and loss statement certified by the Company's secretary showing the result of the operation of the Tollroad for the immediately preceding Quarter and for the financial year to date.

15.3 Traffic figures

The Company must deliver to the RTA not later than the 10th Business Day of each month the average daily traffic figures for the immediately preceding month. The Company must also deliver to the RTA at such other time or times as the RTA reasonably requires the average daily traffic figures for such period as the RTA reasonably requires.

15.4 Audit

As soon as practicable but not later than one hundred and twenty (120) days after the end of each financial year, the Company must deliver to the RTA a profit and loss statement audited by an independent accountant approved by the RTA (such approval not to be unreasonably withheld or delayed) showing the records concerning the operation of the Tollroad during such financial year. The RTA shall be deemed to have waived any objections to the statement not specified to the Company in writing within one hundred and twenty (120) days of receipt of that statement.

15.5 Project Programme

- (a) Within thirty (30) days of the date of this deed the Company must submit to the RTA a Project Programme showing in reasonable detail the activities, their sequences and duration planned to achieve Completion of the Stage 1 Tollroad and the Stage 2 Tollroad by the Tollroad Commencement Date. If the Project Programme is amended in any respect the Company must submit those amendments to the RTA showing in reasonable detail the amendments made or to be made to such activities, sequences and durations.
- (b) As soon as practicable after commencement of work on the site of the M5 Motorway Duplication the Company must submit to the RTA a Project programme showing in reasonable detail the activities, their sequences and duration planned to achieve Completion of the M5 Motorway Duplication. If this Project programme is amended in any respect the Company must submit these amendments to the RTA showing in reasonable detail the amendments made or to be made to such activities, sequences and durations.
- (c) As soon as practicable after commencement of work on the site of the Moorebank Ave Interchange and Associated Works the Company must submit to the RTA a Project programme showing in reasonable detail the activities, their sequences and duration planned to achieve Completion of the Moorebank Ave Interchange and Associated Works. If this Project programme is amended in any respect the Company must submit these amendments to the RTA showing in reasonable detail the amendments made or to be made to such activities, sequences and durations.

15.6 Maintenance and repair budget

The Company, at the commencement of each financial year and at any other time reasonably requested by the RTA, must provide to the RTA a statement of anticipated periodic maintenance and capital works expenditures to be incurred in the succeeding 12 month period (not including those expenditures relating to the design and construction of the M5 West Widening Project).

Part 16

16. ~~RTA LOANS AND PAYMENTS AND~~ COMPANY PAYMENTS TO THE RTA

16.8 Company payments to the RTA

- (a) If at any time after the Bank Debt, ~~M5 Western Link Bank Debt and the Mezzanine Finance have~~ has been repaid in full, the RTA considers, on the basis of the total Construction Costs (which are to be regarded as cash outflows (that is, negative cashflows for the Company) incurred on the dates specified below) incurred by the Company for both the F5 Tollroad Project and the M5 Western Link Project up to the Date of Calculation, and having regard to the annual profit and loss statements provided to the RTA in accordance with the this deed and the M5 Western Link Project Deed (the **Statements**) up to the Date of Calculation, that the Present Value of the projects' Construction Costs and Adjusted After Tax Profit/Loss up to the Calculation Date discounted at the Expected Financial Return is positive, the RTA may serve on the Company a notice that the Expected Financial Return has been achieved.
- (b) If the RTA serves a notice on the Company in accordance with clause 16.8(a), the Company must pay the RTA, for every Accounting Period from and including the Accounting Period in which the Expected Financial Return was achieved to and including the Accounting Period in which the last day of the Term occurs, an

amount equal to _____ of the Accounting Profit for that Accounting Period.

(c) The eCompany must pay the RTA each of the amounts referred to in clause 16.8(b) within 90 days of the end of the relevant accounting period.

(d) For the purposes of this clause 16.8:

(i) **Adjusted After Tax Profit/Loss** means the before tax profit or loss excluding all interest expense (including any discount or other charges in the nature of interest) as shown in the Statements, less an amount for tax which would have been payable on such amount (calculated at the then applicable tax rate for each respective year).

(ii) **Construction Costs** means:

(A) for the F5 Tollroad Project:

on 1 March 1991,
on 1 June 1991,
on 1 September 1991,
on 1 December 1991,
on 1 March 1992,
on 1 June 1992,
on 1 September 1992, and
on 1 December 1992; and

(B) for the M5 Western Link Project, _____ on 1 July 1993; ~~2~~ and

(C) for the M5 Motorway Duplication the cost of designing and constructing the M5 Motorway Duplication ~~calculated in accordance with clause 7.5 of the Novation Deed,~~ _____ on 30 August 1999;

(D) for the following categories of work:

(1) Tolled Ramps and Wattle Grove Noise Barriers, _____ on 7 November 1994 (additional tolled ramps);

(2) Safety Fence, _____ on 1 July 1997 (additional safety barrier in the median for the full length of the motorway);

(3) Hammondville Upgrade, _____ on 25 February 2000 (replacement of bridge median with concrete bridge barrier to allow conversion from four lanes to six lanes);

(4) Bridge Screens, _____ on 14 September 2000 (additional safety screens);

(5) ETC Merge Lanes, _____ on 25 May 2003 (widening of pavement/embankment to provide additional lane westbound 600 meters long);

(E) for the Moorebank Ave Interchange and Associated Works the cost of designing and constructing the Moorebank Ave Interchange and Associated Works being _____ on 26 January 2003; and

~~(D)~~(F) for the M5 West Widening Project, in accordance with the profile set out in item 6 of the Model Outputs Schedule.

- (iii) **Commencement Date** means 1 March 1991.
- (iv) **Date of Calculation** means the end date of the financial year of the Company's most recent annual profit and loss statement.
- (v) **Expected Financial Return** means : per annum after tax calculated on a quarterly basis.

(vi) **Present Value** means $C_0 + \sum_{t=1}^n C_t / [(1 + i/400)^t]$

where:

- (A) **C₀** = After tax cashflow on the Commencement Date.
- (B) **C_t** = After tax cashflow being the sum of the Construction Costs and Adjusted After Tax Profit/Loss during quarter t.
- (C) **i** = per annum calculated on a quarterly basis
- (D) **t** = 1, 2,, n.
- (E) **n** = number of Quarters from the Commencement Date to the date of calculation.

Part 17

17. GENERAL

17.1 Payments

All payments which the RTA or the Minister is required to make under this deed or the Lease must, prior to the repayment in full of the ~~Bank Debt and the M5 Western Link Bank Debt~~, be paid into the ~~Bank Main~~ Account (as defined in the Facility Agreement) and thereafter to the Company or as it may direct in writing.

17.2 Notices

Notices to the RTA or the Company under this deed must be served in the same manner as that provided for in the Annexed Lease for the service of notices. Notices to the Minister must be served on the RTA in the manner provided for in the Annexed Lease for service of notices.

17.3 Artifacts

All fossils, artifacts, coins, articles of value or antiquity and structures and other remains or things of geological, historical or archaeological interest discovered on or under the surface of the Land or the Licensed Areas shall be as between the RTA and the Company be deemed to be the absolute property of the RTA.

17.4 Costs

- (a) The Company must, on demand by the RTA, pay:
 - (1) all stamp duties, fees and charges of or incidental to the execution of this deed; and

- (2) all expenses reasonably incurred by the RTA in any entry inspection examination consultation or the like which discloses a breach by the Company of any covenant of this deed.
- (b) All duties, fees, charges and expenses and legal costs (on a solicitor and client basis) of or incidental to any and every breach or default by any party (the "Defaulting Party") under this deed and in or incidental to the exercise of any remedy of any party not in default (a "Non Defaulting Party") under or by virtue of this deed must be paid by the Defaulting Party to the Non-Defaulting Party and in addition the Defaulting Party must pay the fees of professional consultants properly incurred by any Non Defaulting party or in connection with a breach or default by any Defaulting Party.
- (c) Each party must bear its own costs, charges and expenses of or incidental to the negotiation, preparation, execution and completion of this deed.

17.5 Non-merger

- (a) None of the provisions of this deed shall merge; nor shall
- (b) any act matter or thing done under or by virtue of or in connection with this deed, [the Lease](#) or the [Bridge Works Lease](#) operate as a merger of any of the provisions of this deed

until the respective rights and obligations of the parties under this deed have been fully performed and satisfied.

17.6 Moratorium

Unless application is mandatory by law, no statute, ordinance, proclamation, order, regulation or moratorium present or future shall apply to this deed so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to the RTA or the Company under this deed.

17.7 Services

Except to the extent otherwise provided in this deed the RTA is not responsible for any loss, injury or damage sustained by the Company or any other person at any time as a result of or arising in any way out of inability to obtain electricity, telephone, gas, water supply, sewerage, drainage or other services and the Company acknowledges that it is the responsibility of the Company to obtain all services.

17.8 No agency

The Company shall not (in connection with the Premises or otherwise) directly or indirectly hold out nor permit to be held out to any person any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any part thereof are or is being carried on or managed or supervised by the RTA nor shall the Company act as or represent itself to be the servant or agent of the RTA.

17.9 No waiver

No failure or delay on the part of any party to this deed in exercising any right, power or remedy under this deed, and no course of dealing between the parties to this deed will operate as a waiver of any breach or default by any other party. No single or partial exercise of any such right, power or remedy will preclude any further or other exercise of that or any other right, power or remedy.

17.10 Waiver in writing

No provision of this deed may be varied or waived except in writing.

17.11 Rights cumulative

The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

17.12 Interest on overdue amounts

(a) Each party must pay interest at the prescribed rate on any moneys due by that party to any other party on any account whatsoever pursuant to this deed which remain unpaid for seven (7) days after the due date for payment, such interest to be computed from the due date for the payment of such moneys until payment of such moneys in full. A certificate by a party or any officer representing a party as to any amount payable by any other party pursuant to this clause shall be conclusive evidence (absent manifest error) thereof.

(b) For the purposes of paragraph (a) the "prescribed rate" is the aggregate of:

(1) two (2%) per centum per annum; and

(2) the rate announced from time to time by Commonwealth Bank of Australia as its reference rate for Australian Dollar denominated loans available on a selective basis to prime commercial customers or, if there is no such rate, the rate announced by Commonwealth Bank of Australia as being the rate applied by it in respect of Australian Dollar overdraft accommodation in excess of \$100,000 made available by it on a selective basis to prime commercial customers.

17.13 Survival of indemnities

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the indemnifying party and survives termination of deed.

17.14 Entire agreement

(a) The Project Documents contain the entire understanding of the parties with respect to the transactions contemplated by this deed.

(b) There are no understandings, agreements, warranties or representations, express or implied, with respect to the transactions contemplated by this deed except for those specifically set forth in the Project Documents.

17.15 Severability of provisions

Any provision of this deed which is prohibited or unenforceable is ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this deed provided that if the effect of such lack of effectiveness would substantially alter the commercial efficacy and intent of the remaining provisions of this deed such remaining provisions shall also be deemed to be ineffective.

17.16 GST

(a) Notwithstanding any other provision of this deed, any amount payable in connection with this deed which is calculated by reference to a cost, expense or other amount (including GST) paid or incurred by a party will be reduced by an amount equal to any input tax credits to which that party is entitled in respect of

that cost, expense or other amount. Each of the parties will be assumed to be entitled to full input tax credits unless they provide evidence to the other parties to the contrary.

- (b) If GST is or becomes payable on any supply made by a party (Supplier) under or in connection with this deed:
- (1) unless indicated otherwise, any amount payable or consideration to be provided under any other provision of this deed for that supply (**Agreed Amount**) is exclusive of GST;
 - (2) an additional amount will be payable by the party providing consideration for that supply (**Recipient**), equal to the amount of GST payable on that supply as calculated where appropriate in accordance with this clause; and
 - (3) the additional amount will be payable by the Recipient on the due date for payment of the tax invoice.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under or in connection with this deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under clause 17.16(b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). Where an adjustment event occurs in relation to a supply, and subject to clause 17.16(d), the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.
- (d) Prior to the issue of any tax invoices or adjustment notes, the parties must use their best endeavours to determine the mutually acceptable market value of any non-monetary consideration provided for supplies made under or in connection with this deed to be included in tax invoices or adjustment notes to be issued to the Recipient of the relevant supply. This may involve the Supplier and Recipient engaging a suitably qualified valuer to provide a valuation of any non-monetary consideration, with the costs of such valuation to be borne equally between them.
- (e) If the Recipient is dissatisfied with any tax invoice or adjustment note to be issued by the Supplier, including as to the calculation of the GST payable, attribution of the GST or the description of the supply, the Recipient may, after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties (absent manifest error). The costs of the expert will be borne equally by the Recipient and the Supplier. The expert will act as an expert and not as an arbitrator and will take into account the terms of this deed, the matters required to be taken into account by the Supplier under this clause and any other matter considered by the expert to be relevant to the determination. The Recipient and the Supplier must release the expert from any liability in acting as an expert, except in the case of fraud on the part of the expert.
- (f) The right of the Supplier to recover any additional amount in respect of GST under this clause is subject to the issuing of the relevant tax invoice or adjustment note to the Recipient by the later of:
- (1) 4 years after the Supplier's liability to pay that GST arises; and
 - (2) the date on which the Recipient is no longer entitled to an input tax credit for the additional amount.

SCHEDULE 1

Pro forma provisions for insertion in sub-contracts entered into by the Company

Roads and Traffic Authority

The [Contractor] acknowledges the right of the Roads and Traffic Authority of New South Wales ("the RTA"), its servants and agents at all reasonable times to enter upon the [Site] for the purpose of monitoring the progress of the [works] and the performance of such obligations under the deed dated 22 February 1991 between the RTA, the Minister and the Company (the "Deed") and the [Contractor] further acknowledges the right of the RTA, its servants and agents to enter upon the [site] for the purpose of doing any act the Company shall have failed to do or perform in accordance with the Deed.

SCHEDULE 2

Pro forma deed of assignment

DEED OF ASSIGNMENT

THIS DEED is made the on _____ between the following parties:

1. INTERLINK ROADS PTY LIMITED (A.C.N. 003 845 430 of 472 Pacific Highway, St Leonards, New South Wales (the "Company")); and
2. [ASSIGNEE] (A.C.N. #) of [_____] (the "Assignee"); and
3. ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES, a statutory authority established pursuant to the Transport Administration Act 1988 of 24 Campbell Street, Sydney (the "RTA").

RECITALS:

- A. By a deed dated 22 February 1991 the (the "Project Deed") the Company undertook to design, construct, operate, maintain and repair the Tollroad.
- B. By ~~lease (hereinafter called the "Lease") dated [_____] 199[]~~ Lease and the Bridge Works Lease the RTA let to the Company the Land at the rent and subject to the terms and conditions therein contained.
- C. The Company has agreed to assign all its right, title, interest and obligations under the Lease, the Bridge Works Lease and the Project Deed to the Assignee and has requested the RTA to consent to such assignment with effect from the Transfer Date.
- D. The RTA has agreed to give its consent to the said assignment subject to such terms and conditions as hereinafter appear.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions and interpretation
 - 1.1 In this deed unless the context indicates otherwise:-

words and expressions bearing a defined meaning in the Project Deed have the same meaning when used in this deed;

Transfer Date means [_____].
 - 1.2 In this deed unless the context indicates otherwise:
 - (a) a reference to a clause is a reference to a clause of this deed and a reference to this deed includes any recital;
 - (b) a reference to this deed or any other instrument is a reference to this deed or that other instrument as amended, varied, novated or substituted from time to time;
 - (c) a word importing the singular includes the plural and vice versa, a word importing a gender includes each other gender and a reference to a person includes an individual, firm, body corporate, association (whether incorporated or not), government or governmental, semi-governmental or local authority or agency; and

(d) a reference to a party to this deed or any other instrument shall include its successors and permitted assigns.

1.3 Where the day on or by which any act, matter or thing is to be done is not a Business Day such act, matter or thing may be done at the next succeeding day which is a Business Day.

1.4 Any heading is inserted for convenience and does not affect the interpretation of this deed.

2. Assignment

The Company hereby assigns to the Assignee all its right, title, interest and obligations under the Lease, the Bridge Works Lease and the Project Deed absolutely, such assignment to take effect from the Transfer Date.

3. Covenants

3.1 The Assignee covenants with the RTA, and as a separate covenant, with the Company that:

(a) it will on and from the Transfer Date during the continuance of the Term and any extension of the Term pay the rent reserved by and observe and perform all the obligations on the part of the Company to be performed which are contained in the Project Deed, the Lease and the Bridge Works Lease; and

(b) will at all times keep the Company indemnified from and against all future actions, proceedings, costs, damages, expenses, claims and demands for or in respect of the non-payment of rent and other moneys under the Lease, the Bridge Works Lease or the Project Deed or the breach or non-performance or non-observance of all or any of the covenants and conditions in the Lease, the Bridge Works Lease and the Project Deed whether express or implied.

3.2 The covenants of the [describe agreement between the Company and Assignee relating to assignment] which are specified in Schedule One are repeated by the Assignee in favour of the RTA.

3.3 (a) In consideration of the covenants contained in this deed and with effect from the Transfer Date the RTA hereby consents to the assignment contained in this deed and releases the Company from its further obligations under the Lease, the Bridge Works Lease and the Project Deed.

(b) The RTA hereby confirms that as far as the RTA is aware, [other than for any breach or default written particulars of which may have been furnished by the RTA to the Assignee on or prior to the execution of this deed,] the Company has not defaulted in the due performance or observance of any obligation on its part in the Lease, the Bridge Works Lease or the Project Deed.

3.4 The Company hereby confirms that [other than for any breach or default contemplated by clause 3.2(b),] the Company has not defaulted in the due performance or observance of any obligation on its part in the Lease, the Bridge Works Lease or the Project Deed.

4. General

4.1 Any notice, approval, consent or other communication given or made by or by a party under this deed shall be in writing delivered to the address or sent to the ~~telex number~~ or facsimile number of the recipient shown below or to such other address, ~~telex number~~ or facsimile number as the recipient may have notified the sender and shall be deemed to be duly given or made:

(a) (in the case of delivery in person or by facsimile transmission) when delivered to the recipient at such address or facsimile number: ~~:-OF~~

~~(b) (in the case of telex) on receipt by the sender of the answerback code of the recipient at the end of transmission,~~

- (1) if to the RTA to:
- (2) if to the Company to:
- (3) if to the Assignee, to:

~~Telex No: []~~

Fax No: []

Attention: []

- 4.2 The Company must pay all the RTA's reasonable costs and expenses in relation to this deed, including all duties, fees, charges and expenses of or incidental to the stamping and registration hereof.
- 4.3 This deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

Schedule 1

Clause 3.2

[Specified Covenants, if any]

EXECUTED by the parties as a deed.

SIGNED SEALED and DELIVERED

for INTERLINK ROADS PTY

LIMITED by its attorney

in the presence of:

Witness

Attorney

Name (please print)

Name (please print)

SIGNED SEALED and DELIVERED

for [THE ASSIGNEE] PTY

LIMITED by its attorney

in the presence of:

Witness

Attorney

Name (please print)

Name (please print)

I, BERNARD GODFREY FISK
THE CHIEF EXECUTIVE OFFICER
OF THE ROAD AND TRAFFIC AUTHORITY
OF NEW SOUTH WALES

hereunto affix the official Seal of
the Roads and Traffic Authority
of New South Wales:

SCHEDULE 3

Calculation of Tolls

Definitions

In this schedule:

Theoretical Toll means, as the context requires, either or both of the Theoretical Toll (Car) and Theoretical Toll (Truck);

Theoretical Toll (Car) means the amount calculated in accordance with clause 4(a) of this schedule;

Theoretical Toll (Truck) means the amount calculated in accordance with clause 4(b) of this schedule;

Truck Toll Increase Period means the eight Quarters following the Quarter in which M5 West Widening Works Completion Date occurs;

Truck Toll Multiplier is 3;

1. The Charge Tolls, at the date of the M5 Western Link Project Deed, are \$2.00 for cars and \$4.50 for trucks.
2. (a) The RTA and the Company agree that:
 - (i) the Charge Toll for cars must remain at \$2.00 until 1 March 1996; and
 - (ii) the Charge Toll for trucks must remain at \$4.50 until the M5 Western Link Commencement Date.
- (b) The RTA and the Company agree that:
 - (i) on 1 March 1996, the Charge Toll for cars will increase to \$2.50;
 - (ii) on the M5 Western Link Commencement Date, the Charge Toll for trucks will increase to \$5.00; and
 - (iii) the Charge Toll for cars and trucks will be adjusted in accordance with clauses 3, 4, 5 and 6 of this schedule.
3. (a) The Charge Toll for cars will first be reviewed following the release of the CPI figure for the Quarter ending 31 March 1996, and thereafter following the date the CPI figure becomes available for each subsequent Quarter during the Term.
- (b) The Charge Toll for trucks will first be reviewed following the release of the CPI figure for the Quarter in which the M5 Western Link Commencement Date occurs, and thereafter following the date the CPI figure becomes available for each subsequent Quarter during the Term.
4. Subject to clauses 2 and 5 of this schedule, if the Theoretical Toll calculated in accordance with the following formulae exceeds the Charge Toll in effect on the date of that review, the Company may increase the Charge Toll as contemplated by clause 6 of this schedule.
 - (a) Theoretical Toll (Car)-toll
$$Bt_1 \times CPI_1 / CPI_0 = \text{Theoretical Toll}_{(Car)}$$

Where: $Bt_1 = \$2.50$ for cars

$CPI_0 =$ The CPI for the Quarter ended 31 March 1996

$CPI_1 =$ The CPI for the most recent Quarter ending prior to the date of review.

The Theoretical Toll (Car) will be rounded to the nearest two decimal places.

(b) Theoretical Toll (Truck)-toll

(i) In respect of the period prior to the date on which the Truck Toll Increase Period commences:

$Bt_2 \times CPI_1 / CPI_2 =$ Theoretical Toll (Truck)

Where: $Bt_2 = \$5.00$

$CPI_1 =$ The CPI for the most recent Quarter ending prior to the date of review.

$CPI_2 =$ The CPI for the Quarter in which the M5 Western Link Commencement Date occurs.

The Theoretical Toll will be rounded to the nearest two decimal places.

(ii) In respect of the Truck Toll Increase Period:

For each Quarter (n), the Theoretical Toll (Truck)_n will be calculated in accordance with the following formula:

Theoretical Toll (Truck)_n = Theoretical Toll (Car)_n x (M_n + (Truck Toll Multiplier – M) x (n/8))

Where:

M = 2.165 which is the Theoretical Toll (Truck) divided by the Theoretical Toll (Car) in the Quarter in which the M5 West Widening Works Completion Date occurs.

n = 1 to 8, where 1 corresponds to the first Quarter of the Truck Toll Increase Period and 8 corresponds to the last Quarter of the Truck Toll Increase Period.

(iii) For each of the Quarters following the end of the Truck Toll Increase Period and until the end of the Term:

Theoretical Toll (Truck) = Theoretical Toll (Car) x Truck Toll Multiplier

The Theoretical Toll (Truck) will be rounded to the nearest two decimal places.

5. Unless otherwise agreed between the RTA and the Company, the Charge Toll will be determined as follows:
- (a) where the decimal places of the Theoretical Toll are in the range .00 to .24 the Charge Toll will be the integer of the Theoretical Toll; or
 - (b) where the decimal places of the Theoretical Toll are in the range .25 to .74 the Charge Toll will be the integer of the Theoretical Toll plus \$0.50; or

- (c) where the decimal places of the Theoretical Toll are in the range .75 to .99 the Charge Toll will be the integer of the Theoretical Toll plus \$1.00.
- 6.
- (a) Where the Theoretical Toll exceeds the Charge Toll in effect on the date of review then, provided the Company has given the RTA at least four weeks' notice of a possible Charge Toll increase, the Charge Toll determined in accordance with clause 5 of this schedule may be charged from midnight on the day following notification to the RTA of that Charge Toll.
 - (b) Where the Theoretical Toll exceeds the Charge Toll in effect on the date of review but the Company has not given the RTA four weeks' notice of a possible increase in the Charge Toll, then unless the RTA agrees otherwise the Charge Toll determined in accordance with clause 5 of this schedule must not be charged until four weeks after the Company notifies the RTA of that Charge Toll.

SCHEDULE 4

Acquisition information

Project and job number: 1417.07

Road no: F5

<u>Land</u>	<u>Date</u>
Strip Map Item No: 1 File No: F5/78.1440 Owner: Canterbury Council Address: Bonds Road, Riverwood Property Desc: Lots 17, 18, 19, D P 749469	1/91
Strip Map Item No: 1 File No: F5/78.1440 Owner: Canterbury Council Address: Bonds Road - Karne St, Riverwood Property Desc: Lots 161, 162, D P 13717	1/91
Strip Map Item No: 1 File No: F5/78.1440 Owner: Canterbury Council Address: Windarra St, Narwee Property Desc: Lots 54, 55, D P 746273	1/91
Strip Map Item No: 1 File No: F5/78.1440 Owner: Canterbury Council Address: Windarra St, Narwee Property Desc: Lots 36, 37, 38, 39, 41, 42	1/91
Strip Map Item No: 1 File No: F5/78.1440 Owner: Canterbury Council Address: Karne St, Narwee Property Desc: Lots 35, 51, 53, D P 746273	1/91
Strip Map Item No: 1 File No: F5/78.1440 Owner: Canterbury Council Address: Penshurst Rd, Narwee Property Desc: Lot 70, D P 746273	1/91

Strip Map Item No: 1 1/91
File No: F5/78.1440
Owner: Canterbury Council
Address: Penshurst Rd to Welfare Ave, Narwee
Property Desc: Lot 25, D P 774082

Strip Map Item No: 1 1/91
File No: F5/78.1440
Owner: Canterbury Council
Address: Midlothian Ave, Beverly Hills
Property Desc: Lot 108, D P 14726

Strip Map Item No: 2 1/91
File No: F5/78.1545
Owner: Dept of Planning
Address: Salt Pan Creek to Belmore Rd, Riverwood
Property Desc: PT Lot 1, D P 224983

Strip Map Item No: 2 1/91
File No: F5/78.1545
Owner: Dept of Planning
Address: 178 Bonds Road, Riverwood
Property Desc: Lots 20, 21, D P 749469

Strip Map Item No: 2 1/91
File No: F5/78.1545
Owner: Dept of Planning
Address: Belmore Ave, Riverwood
Property Desc: Lots 16, 26, D P 749469

Strip Map Item No: 2 1/91
File No: F5/78.1545
Owner: Dept of Planning
Address: Rear Grove Ave, Beverly Hills
Property Desc: Lot 46, D P 746273

Strip Map Item No: 3 3/91
File No: F5/78.1515
Owner: Dept of Lands
Address: Salt Pan Creek, Riverwood
Property Desc: Salt Pan Creek & Crown Land

Strip Map Item No: 33 1/91
File No: F5/26.11349
Owner: Chiyoda Pty Ltd (East Hills Golf Course)

Address: Sth Western Freeway, Milperra
Property Desc: Lot 17, D P 731859

Strip Map Item No: 4 6/91
File No: F5/78.1438
Owner: Dept of Housing
Address: Belmore Rd, Riverwood
Property Desc: Lot C, D P 439796

Strip Map Item No: 4 6/91
File No: F5/78.1438
Owner: Dept of Housing (PO Box 466, Liverpool 2170)
Address: 2 - 6 Arilla Ave, Riverwood
Property Desc: Lots 22, 23, 24, D P 749469

Strip Map Item No: 5 6/91
File No: F5/78.1513
Owner: Perpetual Trustee Co Ltd
Address: Karne St, Narwee
Property Desc: Lot 165, D P 13717

Strip Map Item No: 6 6/91
File No: F5/78.1503
Owner: N M & B Comninos
Address: 38 Grove Avenue, Narwee
Property Desc: Lot 40, D P 746273

Strip Map Item No: 7 6/91
File No: F5/78.1507
Owner: A & N Ishak
Address: 22 Grove Ave, Narwee
Property Desc: Lots 29, 44, D P 7446273

Strip Map Item No: 8 6/91
File No: F5/78.1443
Owner: R G Paull
Address: 20 Grove Ave, Narwee
Property Desc: Lots 30, 45, D P 746273

Strip Map Item No: 9 6/91
File No: F5/78.1437
Owner: D Baxter
Address: 14 Grove Ave, Narwee
Property Desc: Lot 48, D P 746273

Strip Map Item No: 10 7/91
File No: F5/78.1535
Owner: Walter James & Margaret Lines
Address: 13 Constance St, Beverly Hills
Property Desc: Lot 47, D P 14726

Strip Map Item No: 11 7/91
File No: F5/78.1536
Owner: Betty Miller
Address: 11 Constance St, Beverly Hills
Property Desc: Lot 48, D P 14726

Strip Map Item No: 12 7/91
File No: F5/78.1410
Owner: R W & V G Green
Address: 9 Constance St, Beverly Hills
Property Desc: Lot 49, D P 14726

Strip Map Item No: 13 7/91
File No: F5/78.1539
Owner: William Thomas Niblock
Address: 5 Constance St, Beverly Hills
Property Desc: Lot 51, D P 14726

Strip Map Item No: 14 7/91
File No: F5/78.1538
Owner: Robert Bruce Clark
Address: 3 Constance St, Beverly Hills
Property Desc: Lot 52, D P 14726

Strip Map Item No: 15 6/91
File No: F5/78.1223
Owner: R L Anderson
Address: 37 Welfare Ave, Beverly Hills
Property Desc: Lot 1, D P 402869

Strip Map Item No: 17 7/91
File No: F5/78.1522
Owner: Thelma Caroline Mawson (Williams?)
Address: 12 Constance St, Beverly Hills
Property Desc: Lot 101, D P 14726

Strip Map Item No: 31 3/91
File No: F5/26.11402
Owner: J C & G K Dellow
Address: 37 Daisy St, Revesby
Property Desc: Lot 43, D P 731941

Strip Map Item No: 32 3/91
File No: F5/26.1982
Owner: Alliance Cartons P/L
Address: Beaconsfield St, Revesby
Property Desc: Lot 16, D P 731940

Strip Map Item No: 0 3/91
File No: F5/26.12051
Owner: Pillar Aust Pty Ltd (2nd Acqn)
Address: Gibson Ave, Padstow
Property Desc: Lot 2, D P 732053

Easement
required by
Water Board. Not
required by Interlink

Strip Map Item No: 18 9/91
File No: F5/78.1444
Owner: R Lee
Address: 347 King Georges Rd, Beverly Hills
Property Desc: Lot 43, D P 774082

Strip Map Item No: 19 9/91
File No: F5/78.1436
Owner: Tri Dat & Ngoc Bich Huynh
Address: 349 King Georges Rd, Beverly Hills
Property Desc: Lot 44, D P 774082

Strip Map Item No: 20 9/91
File No: F5/78.1516
Owner: Petgrove Pty Ltd (Suite 1, 6th Flr, 728 George
St, Sydney)
Address: 351 King Georges Rd, Beverly Hills
Property Desc: Lot 45, D P 774082

Strip Map Item No: 21 9/91
File No: F5/78.1449
Owner: G & L Colagiuri
Address: 353 King Georges Rd, Beverly Hills
Property Desc: Lot 46, D P 774082

Strip Map Item No: 22 9/91
File No: F5/78.1502
Owner: Kwok Yuen & Kit Wan Liu Cheng
(16 Gallipoli St, Hurstville)
Address: 355 King Georges Rd, Beverly Hills
Property Desc: Lot 47, D P 774082

Strip Map Item No: 23 9/91
File No: F5/78.1537
Owner: V & J T Mallia
Address: 357 King Georges Rd/ Zuttion Ave,
Beverly Hills
Property Desc: Lot 48, D P 774082

Strip Map Item No: 25 9/91
File No: F5/78.1517
Owner: E & A Tassis
Address: 321 King Georges Rd, Beverly Hills
Property Desc: PT Lot 30, D P 14726

Strip Map Item No: 26 9/91
File No: F5/78.1519
Owner: C & G Kalergis
Address: 319 King Georges Rd, Beverly Hills
Property Desc: PT Lot 31, D P 14726

Strip Map Item No: 27 9/91
File No: F5/78.1518
Owner: A & T Rositano
Address: 317 King Georges Rd, Beverly Hills
Property Desc: PT Lot 32, D P 14726

Strip Map Item No: 34 9/91
File No: F5/78.1452
Owner: Andre Christine Assouline
Address: 309 King Georges Rd, Beverly Hills
Property Desc: PT Lot 2, D P 21334

Strip Map Item No: 35 9/91
File No: F5/78.1453
Owner: Peter Richard and Margaret Mary McEvoy
Address: 311 King Georges Rd, Beverly Hills
Property Desc: PT Lot C, D P 362342

Strip Map Item No: 36 9/91
File No: F5/78.1454
Owner: Patricia Frances Cochran
Address: 313 King Georges Rd, Beverly Hills
Property Desc: PT Lot 34, D P 14726

Strip Map Item No: 37 9/91
File No: F5/78.1455
Owner: Bruce John and Eunice Ethel Dillon
Address: 315 King Georges Rd, Beverly Hills
Property Desc: PT Lot 33, D P 14726

Strip Map Item No: 0 3/91
File No: F5/26.12054
Owner: The Proprietors, Strata Plan 34144,
Address: 92 Bryant Street, Padstow
Property Desc: Part of Land in Strata Plan 34144

Strip Map Item No: 0 6/91
File No: F5/26.11111
Owner: Roads & Traffic Authority
Address:
Property Desc: 90 Bryant Street, Padstow, Lot 39,
DP 732054

Strip Map Item No: 0 6/91
File No: 78.1189
Owner: Roads & Traffic Authority
Address:
Property Desc: 72 Kanhe Street, Riverwood,
Lots 157-160, DP 13717

Strip Map Item No: 0 4/91
File No: F5/78.1510
Owner: Roads & Traffic Authority
Address:
Property Desc: 201 Bonds Road, Riverwood, Lot A, DP 401833

SCHEDULE 5

Contractual pattern for Project delivery

(Clause 11.1(b))

SCHEDULE 6

Form of Bond

PERFORMANCE BOND

BY THIS BOND [] whose registered office is at [] (hereinafter called "the Surety") is held and firmly bound unto the ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES, a statutory authority established pursuant to the Transport Administration Act 1988 of 24 Campbell Street, Sydney (the "RTA") in the sum of two million five hundred thousand dollars (\$2,500,000) for the payment of which sum the Surety binds itself its successors and assigns jointly and severally for these presents.

Sealed and dated this [] day of [] 1991.

WHEREAS by a Contract dated 22 February 1991 (hereinafter called the "Contract") made between the RTA, the Minister and Interlink Roads Pty Limited (the "Company"), the Company undertook the design, finance, construction, operation and maintenance of certain works as therein mentioned.

NOW THE CONDITION of the abovewritten Bond is such that if the Company shall duly perform and observe all the terms provisions conditions and stipulations of the Contract on the Company's part referable to the design and construction of the F5 Tollroad and Ancillary Works to be performed and observed according to the true purport intent and meaning thereof or if on default by the Company the Surety shall satisfy and discharge the damages sustained by the RTA thereby up to the amount of the abovewritten Bond or if the Surety at any time without being required to do so pays the RTA the said sum of two million five hundred thousand dollars (\$2,500,000) less any amount it may previously have paid under this Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in the terms of the Contract made by

agreement between the RTA and the Company or in the extent or nature of the works to be constructed and completed and maintained thereunder and no allowance of time by the RTA under the Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract on the part of the RTA in any way releases the Surety from any liability under the abovewritten Bond.

Notwithstanding the generality of the preceding provisions and for the removal of doubt, this Bond is only to apply to the Company's obligations to complete the design and construction of the Tollroad and does not apply to its obligations to operate and maintain the Tollroad.

THE COMMON SEAL OF []

was hereunto affixed by the authority

of a resolution of the Directors previously

passed and in the presence of the Director and

an Authorised Officer who have affixed their

signatures hereunto:

Director

Authorised Officer

SCHEDULE 7

Removal of Cashback

1. CASHBACK

1.1 Definitions

Actual Revenue means the Company's actual toll revenue (and only toll revenue) (excluding GST) earned on the Tollroad during the relevant Cashback Compensation Year.

Agreed Brief means the brief developed and agreed by RTA and the Company in accordance with clause 2.1(a)(i) of this schedule.

Cashback means the scheme introduced by the NSW Government on 1 January 1997 whereby NSW residents are able to claim back from the NSW Government the value of tolls (exclusive of GST) paid by the resident to the Company for using a privately registered vehicle on the Tollroad.

Cashback Compensation Amount means, in respect of a Cashback Compensation Year and subject to clause 1.3(b) of this schedule, the amount determined in accordance with the following formula:

Cashback Compensation Amount = (Modelled Revenue (Cashback) – Actual Revenue) x Specified Percentage

subject to the following provisos:

- (i) if Actual Revenue is greater than Modelled Revenue (Cashback) in respect of the relevant Cashback Compensation Year, the Cashback Compensation Amount will be zero;
- (ii) the Cashback Compensation Amount cannot exceed the Cashback Compensation Cap for the relevant Cashback Compensation Year; and
- (iii) the Cashback Compensation Amount is to be reduced to the extent that Actual Revenue is reduced due to a breach by the Company of a Project Document or other act or omission of the Company which is not expressly permitted under the Project Documents.

Cashback Compensation Cap means, in respect of a Cashback Compensation Year, the amount set out in attachment 1 of this schedule 7 as being the Cashback Compensation Cap applicable for that Cashback Compensation Year.

Cashback Compensation End Date means midnight on 10 December 2026.

Cashback Compensation Year means:

- (a) the period commencing on the later of:
 - (i) the M5 West Widening Works Completion Date; and
 - (ii) the date on which the first Cashback Trigger Event occurs,
until the end of the financial year in which the relevant event occurred;
- (b) each subsequent financial year until the Cashback Compensation End Date; and

(c) in respect of the year in which the Cashback Compensation End Date occurs, the period commencing from the commencement of that financial year until the Cashback Compensation End Date.

provided however that the relevant Cashback Compensation Year will be taken to have ended upon the reversal or removal of the applicable Cashback Trigger Event or, where there is more than one, the applicable Cashback Trigger Events.

Cashback Trigger Event means any one or more of the following:

- (a) the total removal of Cashback;
- (b) a gradual phase out of Cashback;
- (c) a stepped reduction in the rate of Cashback; and
- (d) the introduction of different rates of Cashback for peak and non peak traffic.

Experts has the meaning given in clause 2.1(d) of this schedule.

Expert Determined Traffic Forecast (Cashback) means the base traffic forecast to be prepared by the Experts in accordance with the Agreed Brief and determined in accordance with clause 2.3 of this schedule.

Modelled Revenue (Cashback) means the amount determined by aggregating the Quarterly Modelled Revenue (Cashback) for each quarter of the relevant Cashback Compensation Year.

Quarterly Modelled Revenue (Cashback) means, in respect each quarter of the relevant Cashback Compensation Year, the amount determined in accordance with the following formula:

$$\text{Quarterly Modelled Revenue (Cashback)} = [\text{Expert Determined Traffic Forecast (Car)} \times \text{Actual Prevailing Toll (Car)}] + [\text{Expert Determined Traffic Forecast (Truck)} \times \text{Actual Prevailing Toll (Truck)}]$$

where:

Actual Prevailing Toll (Car) means the actual car toll (exclusive of GST) on the Tollroad in the relevant quarter of the Cashback Compensation Year.

Actual Prevailing Toll (Truck) means the actual truck toll (exclusive of GST) on the Tollroad in the relevant quarter of the Cashback Compensation Year.

Expert Determined Traffic Forecast (Car) means the Expert Determined Traffic Forecast (Cashback) in respect of the relevant quarter of the Cashback Compensation Year for cars.

Expert Determined Traffic Forecast (Truck) means the Expert Determined Traffic Forecast (Cashback) in respect of the relevant quarter of the Cashback Compensation Year for trucks.

Specified Percentage means, in respect of a Cashback Compensation Year, the percentage set out in attachment 1 of this schedule 7 as being the Specified Percentage applicable for that Cashback Compensation Year.

1.2 Status of Cashback

- (a) As at the date of the M5 West Widening Deed, Cashback is in effect.

- (b) The Company acknowledges and agrees that, without limiting clause 2.3 of the M5 West Widening Deed, the NSW Government or RTA may, at any time and from time to time in its absolute discretion, implement a Cashback Trigger Event.

1.3 Cashback Compensation Amount

- (a) On and from the occurrence of the first Cashback Trigger Event, the Company is entitled, in respect of each Cashback Compensation Year, to the relevant Cashback Compensation Amount in accordance with this clause 1.3.
- (b) Where either paragraph (a) or paragraph (c) of the definition of Cashback Compensation Year applies, the Cashback Compensation Amount will be determined by adjusting the Quarterly Modelled Revenue (Cashback) and the Cashback Compensation Cap on a pro rata basis.
- (c) Within 20 Business Days (or such longer period as the Company may reasonably require) of the end of each Cashback Compensation Year, the Company may give RTA a claim in respect of the Cashback Compensation Amount for the applicable Cashback Compensation Year, which claim must set out all details which substantiate the claim, including the following details:
- (i) Actual Revenue for the relevant Cashback Compensation Year, supported by written evidence of the number and type of tolls levied by the Company and accompanying traffic data;
 - (ii) calculations of the Modelled Revenue (Cashback);
 - (iii) details of the manner in which the Cashback Compensation Amount was calculated; and
 - (iv) any other information reasonably requested by RTA.
- (d) RTA must, within 20 Business Days of receipt of the Company's claim which complies with clause 1.3(c) of this schedule, issue to the Company a payment schedule:
- (i) identifying the payment claim to which it relates;
 - (ii) stating the amount of the payment that RTA proposes to make to the Company, including details of the calculation of the proposed payment; and
 - (iii) if the proposed payment is less than the amount claimed by the Company, setting out why the proposed payment is less and, if the reason for the difference is that RTA has retained, deducted, withheld or set-off payment for any reason, the reason for the retention, deduction, withholding or setting-off of payment.
- (e) Subject to clause 1.4 of this Schedule 7, within 30 Business Days of receipt by RTA of the Company's claim which complies with clause 1.3(c) of this schedule, RTA must pay the Company the amount set out in the applicable payment schedule as being payable by RTA to the Company.

1.4 Set off

RTA may set off any amount that is or may become owing by RTA to the Company under this Schedule 7 against any amount owing by the Company to RTA under this deed.

1.5 Sole remedy

RTA and the Company agree that the Company's sole entitlement to make any claim arising out of or in connection with the Cashback Trigger Event is set out in this clause 1.

1.6 Clause 2.1 of this deed

The Company acknowledges and agrees that clause 2.1 of this deed (including, for the avoidance of doubt, sub clause (e)(5) thereof) does not apply in relation to any Cashback Trigger Event.

2. PROCESS FOR EXPERT DETERMINED TRAFFIC FORECAST (CASHBACK)

2.1 Selection and appointment of Expert

- (a) Not later than 30 days (or such other period as may be agreed between RTA and the Company) after the first Cashback Trigger Event, RTA and the Company must:
 - (i) develop and agree a brief for the appointment of two expert traffic forecasters which brief is consistent with the principles set out in schedule 9; and
 - (ii) appoint two expert traffic forecasters in accordance with this clause 2.1 for the purposes of determining the Expert Determined Traffic Forecast (Cashback).
- (b) No later than 7 days after the date of the relevant event referred to in clause 2.1(a) of this schedule, RTA and the Company must exchange written lists of 3 persons in order of preference from whom the experts are to be appointed pursuant to this clause 2.1.
- (c) RTA and the Company will agree two experts from the written lists exchanged under clause 2.1(b) of this schedule, or failing agreement, RTA and the Company must procure the President of the Institute of Engineers to nominate two persons to act as the Experts. The persons nominated must be independent of RTA and the Company and may be selected from the written lists exchanged by RTA and the Company.
- (d) RTA and the Company must jointly appoint the persons selected or nominated under this clause 2.1 as the experts for the purposes of determining the Expert Determined Traffic Forecast (Cashback) in accordance with this clause 2.1 (Experts).
- (e) It is the intention of RTA and the Company that the Experts appointed to determine the Expert Determined Traffic Forecast (Cashback) will be persons with specialist skills in the areas of traffic forecasting and traffic modelling for private sector toll road projects.
- (f) Any agreement for expert determination under this clause 2.1 will not constitute an arbitration agreement for the purposes of the *Commercial Arbitration Act 2010 (NSW)*.
- (g) RTA and the Company must enter into an agreement with the Experts appointed under this clause 2.1 on the terms of Schedule 11 of this deed or such other terms as the Experts may require.

2.2 Rules of expert determination, release and indemnity and costs

In addition to the requirements set out in Appendices 1 and 2 of Schedule 11, the Experts:

- (a) must make their determinations in accordance with the requirements of the Agreed Brief and any historical traffic information agreed by RTA and the Company supplied to the Expert by RTA and the Company;

(b) must make their determinations in the format required by the Agreed Brief within 90 days from the date of acceptance by the Experts of the appointment, or such extended period as RTA and the Company may agree; and

(c) must act independently of each other and without collusion.

2.3 Expert Determined Traffic Forecast (Cashback)

(a) The Expert Determined Traffic Forecast (Cashback) will be the average of the Experts determinations referred to in clause 2.2(b) of this schedule.

(b) The Expert Determined Traffic Forecast (Cashback) will be final and binding on RTA and the Company except in the case of manifest error or fraud.

2.4 Single Expert Determined Traffic Forecast (Cashback) only

For the avoidance of doubt, the process in this clause 2 only applies once on first occurrence of a Cashback Trigger Event, and the Expert Determined Traffic Forecast (Cashback) will apply for each subsequent Cashback Compensation Year notwithstanding the occurrence of any further Cashback Trigger Events.

3. WORKED EXAMPLE

Cashback Trigger Event occurs on 1 September 2019

Cashback Compensation Year = 1 September 2019 to 30 June 2020

Actual Revenue = _____ (excluding GST) actual toll revenue from 1 September 2019 to 30 June 2020

Quarterly Modelled Revenue (Cashback) =

Quarter number	Q1	Q2	Q3	Q4
Quarter start date	<u>1/7/19</u>	<u>1/10/19</u>	<u>1/1/20</u>	<u>1/4/20</u>
Quarter end date	<u>30/9/19</u>	<u>31/12/19</u>	<u>31/3/20</u>	<u>30/6/20</u>
Relevant quarter	<u>Yes from 1/9/19</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Pro-rata amount (if applicable)	<u>30/92</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u>1</u>	<i>Expert Determined Traffic Forecast (Car)</i>			
<u>2</u>	<i>Actual Prevailing Toll (Car) (excl GST)</i>			

3	<u>Expert Determined Traffic Forecast (Truck)</u>				
4	<u>Actual Prevailing Toll (Truck) (excl GST)</u>				
	<u>Quarterly Modelled Revenue (Cashback)</u> (Calculation = ([1*2] + [3*4]) * pro rata				

Modelled Revenue (Cashback) = _____

Specified Percentage = _____ (from attachment 1 of this schedule 7 – Financial Year 2019 / 2020)

Cashback Compensation Cap = _____ (from attachment 1 of this schedule 7 – Financial Year 2019 / 2020) x 304/366 = _____

Cashback Compensation Amount

= (Modelled Revenue (Cashback) – Actual Revenue) * Specified Percentage

= (_____ - _____) * _____

= _____

As **Actual Revenue** is less than **Modelled Revenue (Cashback)** part (i) of the **Cashback Compensation Amount** definition does not apply

(Cashback)

As the **Cashback Compensation Amount** is lower than the **Cashback Compensation Cap** it does not reduce the **Cashback Compensation Amount** as calculated above.

Attachment 1 to Schedule 7

<u>Financial Year</u>	<u>Specified Percentage</u>	<u>Cashback Compensation Cap (exclusive of GST)</u>
<u>2011/12</u>		
<u>2012/13</u>		
<u>2013/14</u>		
<u>2014/15</u>		
<u>2015/16</u>		
<u>2016/17</u>		
<u>2017/18</u>		
<u>2018/19</u>		
<u>2019/20</u>		
<u>2020/21</u>		
<u>2021/22</u>		
<u>2022/23</u>		
<u>2023/24</u>		
<u>2024/25</u>		
<u>2025/26</u>		
<u>2026/27</u>		

SCHEDULE 8

Upside Sharing

1. M5 EAST DUPLICATION AND UPSIDE SHARING

1.1 Definitions

Actual Revenue means the Company's actual toll revenue (and only toll revenue) (excluding GST) earned on the Tollroad during the relevant Eligible Year.

Agreed Brief means the brief developed and agreed by RTA and the Company in accordance with clause 2.1(a)(i) of this schedule.

Agreed Revenue Share means, in respect of an Eligible Year, _____ of the amount (if any) by which Actual Revenue for the Eligible Year exceeds _____ of the Modelled Revenue for the Eligible Year.

Compensatory Provisions means clause 8 of the Works Deed.

Eligible Year means:

- (a) _____ the period commencing on the Opening Date until the end of the financial year in which the Opening Date occurred;
- (b) _____ each subsequent financial year for the remainder of the Term; and
- (c) _____ in respect of the final year of the Term, the period from the commencement of the financial year in which the Term expires until the expiry of the Term.

Experts has the meaning given in clause 2.1(d) of this schedule.

Expert Determined Traffic Forecast (M5 ED) means the base traffic forecast to be prepared by the Experts in accordance with the Agreed Brief and determined in accordance with clause 2.3 of this schedule.

M5 East Motorway means the untolled 4 lane divided carriageway between King Georges Road and General Homes Drive, which adjoins the Tollroad.

M5 East Tolling Event means, at any time on or from the Opening Date, the levying of a toll or other form of user charge on all or different classes of users of the M5 East Motorway or the M5 East Duplication or any part thereof. An M5 East Tolling Event includes any circumstance where a toll is levied notwithstanding the basis upon which the Toll is levied or the rate at which it is levied.

M5 East Duplication means:

- (a) _____ the duplication of the M5 East Motorway; or
- (b) _____ the construction of a new arterial road or tunnel which provides for the passage of traffic (whether for all or restricted classes of vehicles) and connects to the eastern end of the Tollroad.

Modelled Revenue (M5 ED) means the amount determined by aggregating the Quarterly Modelled Revenue (M5 ED) for each quarter of the relevant Eligible Year.

Quarterly Modelled Revenue (M5 ED) means, in respect each quarter of the relevant Eligible Year, the amount determined in accordance with the following formula:

$$\text{Quarterly Modelled Revenue (M5 ED)} = [\text{Expert Determined Traffic Forecast (Car)} \times \text{Actual Prevailing Toll (Car)}] + [\text{Expert Determined Traffic Forecast (Truck)} \times \text{Actual Prevailing Toll (Truck)}]$$

where:

Actual Prevailing Toll (Car) means the actual car toll (exclusive of GST) on the Tollroad in the relevant quarter of the Eligible Year.

Actual Prevailing Toll (Truck) means the actual truck toll (exclusive of GST) on the Tollroad in the relevant quarter of the Eligible Year.

Expert Determined Traffic Forecast (Car) means the Expert Determined Traffic Forecast (M5 ED) in respect of the relevant quarter of the Eligible Year for cars.

Expert Determined Traffic Forecast (Truck) means the Expert Determined Traffic Forecast (M5 ED) in respect of the relevant quarter of the Eligible Year for trucks.

Opening Date means the date on which the M5 East Duplication is open to traffic.

Works Deed means the F-5 Tollroad Project Works Commitment and Novation Deed dated 30 June 1997 between RTA, the Company and others.

1.2 Compensatory Provisions not to apply

- (a) The Company acknowledges and agrees that, if the NSW Government or RTA proceeds with the M5 East Duplication, then with effect from the Opening Date:
- (i) the Compensatory Provisions will no longer apply and will be taken to have been deleted from the Works Deed; and
 - (ii) the Company will have no entitlement to make, and must not make, any Claim against the NSW Government or RTA arising under, out of or in connection with the Compensatory Provisions, any M5 East Tolling Event or the M5 East Duplication.
- (b) The provisions of clause 1.2(a) of this schedule apply notwithstanding the fact that the Company may suffer a decrease in revenue or other loss arising out of or in connection with the M5 East Duplication or M5 East Tolling Event.

1.3 Agreed Revenue Share

- (a) If following the Opening Date, and in respect of each Eligible Year, Actual Revenue exceeds Modelled Revenue (M5 ED), RTA is entitled to the Agreed Revenue Share for that year in accordance with this clause 1.3.
- (b) Where either paragraph (a) or paragraph (c) of the definition of Eligible Year applies, the Agreed Revenue Share will be determined by adjusting the Modelled Revenue (M5 ED) on a pro rata basis.
- (c) Within 90 Business Days of the end of each Eligible Year, the Company must calculate and pay RTA the Agreed Revenue Share for that Eligible Year and RTA and the Company

acknowledge and agree that such amount must be treated as an operating expense and must take priority to debt service.

- (d) At the time of making the payment referred to in clause 1.3(c) of this schedule the Company must also provide RTA with all details which substantiate the Agreed Revenue Share, including the following details:
- (i) Actual Revenue for the relevant Eligible Year, supported by written evidence of the number and type of tolls levied by the Company and accompanying traffic data;
 - (ii) calculations for Modelled Revenue (M5 ED);
 - (iii) details of the manner in which the Agreed Revenue Share was calculated; and
 - (iv) any other information reasonably requested by RTA.
- (e) For the avoidance of doubt, RTA has no risk or liability to the Company under this schedule 8 in the event that the Actual Revenue is equal to or less than Modelled Revenue (M5 ED).

2. PROCESS FOR EXPERT DETERMINED TRAFFIC FORECAST (M5 ED)

2.1 Selection and appointment of Expert

- (a) Not later than 30 days (or such other period as may be agreed between RTA and the Company) after the first Opening Date, RTA and the Company must:
- (i) develop and agree a brief for the appointment of two expert traffic forecasters which brief is consistent with the principles set out in schedule 9; and
 - (ii) appoint two expert traffic forecasters in accordance with this clause 2.1 for the purposes of determining the Expert Determined Traffic Forecast (M5 ED).
- (b) Not later than 7 days after the date of the relevant event referred to in clause 2.1(a) of this schedule, RTA and the Company must exchange written lists of 3 persons in order of preference from whom the experts are to be appointed pursuant to this clause 2.1.
- (c) RTA and the Company will agree two experts from the written lists exchanged under clause 2.1(b) of this schedule, or failing agreement, RTA and the Company must procure the President of the Institute of Engineers to nominate two persons to act as the Experts. The persons nominated must be independent of RTA and the Company and may be selected from the written lists exchanged by RTA and the Company.
- (d) RTA and the Company must jointly appoint the persons selected or nominated under this clause 2.1 as the experts for the purposes of determining the Expert Determined Traffic Forecast (M5 ED) in accordance with this clause 2.1 (Experts).
- (e) It is the intention of RTA and the Company that the Experts appointed to determine the Expert Determined Traffic Forecast (M5 ED) will be persons with specialist skills in the areas of traffic forecasting and traffic modelling of private sector toll road projects.
- (f) Any agreement for expert determination under this clause 2.1 will not constitute an arbitration agreement for the purposes of the *Commercial Arbitration Act 2010* (NSW).
- (g) RTA and the Company must enter into an agreement with the Experts appointed under this clause 2.1 on the terms of Schedule 11 of this deed or such other terms as the Experts may require.

2.2 Rules of expert determination, release and indemnity and costs

In addition to the requirements set out in Appendices 1 and 2 of Schedule 11, the Experts :

- (a) must make their determinations in accordance with the requirements of the Agreed Brief and any historical traffic information agreed by RTA and the Company supplied to the Expert by RTA and the Company;
- (b) must make their determinations in the format required by the Agreed Brief within 90 days from the date of acceptance by the Experts of the appointment, or such extended period as RTA and the Company may agree; and
- (c) must act independently of each other and without collusion.

2.3 Expert Determined Traffic Forecast (M5 ED)

- (a) The Expert Determined Traffic Forecast (M5 ED) will be the average of the Experts determinations referred to in clause 2.2(b) of this schedule.
- (b) The Expert Determined Traffic Forecast (M5 ED) will be final and binding on RTA and the Company except in the case of manifest error or fraud.

2.4 Single Expert Determined Traffic Forecast (M5 ED) only

For the avoidance of doubt, the process in this clause 2 only applies once on first occurrence of an M5 East Duplication, and the Expert Determined Traffic Forecast (M5 ED) will apply for each subsequent Eligible Year notwithstanding the occurrence of any further M5 East Duplication.

3. WORKED EXAMPLE

Opening Date – 10 December 2022 (assumed for the purposes of this worked example only)

Eligible Year – is the period commencing on 10 December 2022 to 30 June 2023

Actual Revenue = (excluding GST) actual toll revenue from 10 December 2022 to 30 June 2023

Quarterly Modelled Revenue (M5 ED) =

Quarter number	Q1	Q2	Q3	Q4
Quarter start date	1/6/22	1/10/22	1/1/23	1/4/23
Quarter end date	30/9/22	31/12/22	31/3/23	30/6/23
Relevant quarter	No	Yes from 10 Dec 22	Yes	Yes
Pro-rata amount (if applicable)	n/a	22/92	n/a	n/a
<u>1</u> Expert Determined Traffic Forecast (Car)				
<u>2</u> Actual Prevailing				

	<u>Toll (Car)</u> <u>(excl GST)</u>				
3	<u>Expert</u> <u>Determined</u> <u>Traffic</u> <u>Forecast</u> <u>(Truck)</u>				
4	<u>Actual</u> <u>Prevailing</u> <u>Toll (Truck)</u> <u>(excl GST)</u>				
	<u>Quarterly</u> <u>Modelled</u> <u>Revenue (M5</u> <u>ED)</u> <u>(Calculation</u> <u>= ([1*2] +</u> <u>[3*4]) * pro</u> <u>rata</u>				

Modelled Revenue (M5 ED) =

Agreed Revenue Share

= * (**Actual Revenue - (** * **Modelled Revenue (M5 ED))**

= * (-)

=

SCHEDULE 9

Principles for Agreed Brief

The Agreed Brief must:

1. require the forecast to be based on historical traffic actuals;
2. deal with abnormal events (i.e. to ensure a normalised forecast); and
3. in the case of a Cashback Trigger Event (as defined in schedule 7), assume the relevant Cashback Trigger Event (as defined in schedule 7) had not occurred,

and must also reflect, as a minimum, the following principles:

4. form of traffic model to be a "road network assignment model", either strategic or meso or a combination of both;
5. area of model should include, as a minimum, the area of metropolitan Sydney south of the Parramatta River to capture appropriate network choice options. However demand entering the model area in each forecast year must reflect demand within and beyond the model's boundary. Thus, considering the demand generated from population and employment growth in the remainder of Sydney's Statistical Division (SD) and the surrounding SD's;
6. time of day periods should include AM peak, PM peak, inter-peak and night time periods and consider the impact of peak spreading, similar to what has been observed on the Tollroad and M5 Western Link;
7. forecast years should include the base year and future years at 5 year increments for 15 years;
8. land use forecast assumptions should be agreed using sources acceptable to RTA and the Company;
9. vehicles should be split by light vehicles / heavy vehicles, as a minimum. Each class should have its own specific and appropriate demand forecasting methodology applied to it;
10. toll choice assumptions to be stated and justified;
11. the base model should be validated and calibrated to:
 - a. travel times on the motorway and local competing routes;
 - b. using traffic counts across standard RTA screenlines plus more detailed screen lines in the vicinity of the Tollroad and M5 Western Link;
12. the base model should be validated and calibrated in accordance with the RTA Traffic Modelling Guidelines (currently in draft form for comment) or to an agreed alternative international standard;
13. model outputs must be reviewed in light of actual trend growth and if the model outputs demonstrate departure from trend the reasons should be analysed and, if required, a suitable adjustment process should be adopted to account for factors not adequately accounted for by the model; and
14. only projects that have been allocated funding and planning approval are to be included in future network assumptions and other projects that have been agreed between RTA and the Company.

SCHEDULE 10
Bridge Works Lease

1. BRIDGE WORKS LEASE

1.1 Definitions

Annexed Bridge Works Lease means the form of the lease set out in attachment 1 of this schedule 10.

Bridge Works Lease means the lease of the Bridge Works Land to be granted pursuant to this schedule 10.

Bridge Works Land means:

- (a) that part of Lot 1 in DP817266; and
- (b) that part of Lot 1 in DP817463,

on which the M5 West Widening Works are to be located and as determined under clause 1.4 of this schedule 10.

Bridge Works Lease Commencement Date means the M5 West Widening Works Completion Date.

Bridge Works Term means the term commencing on the Bridge Works Lease Commencement Date and terminating at midnight on 10 December 2026.

1.2 Grant of lease

On the Bridge Works Lease Commencement Date, RMS must grant to the Company (and the Company must accept the grant of) the Bridge Works Lease for the Bridge Works Term and on the provisions of the Annexed Bridge Works Lease, completed and modified pursuant to this schedule 10.

1.3 Completion of lease

- (a) The Bridge Works Lease shall be prepared by RMS' solicitors and must be in the form of the Annexed Bridge Works Lease, amended and completed in accordance with this clause 1.3.
- (b) The Company irrevocably authorises and directs RMS (and its solicitors) to complete and deliver the Bridge Works Lease by inserting:
 - (i) in Item (A) of the lease cover page, the title references for the Bridge Works Land;
 - (ii) in Item (G)1. of the lease cover page, the Bridge Works Term;
 - (iii) in Item (G)2. of the lease cover page, the Bridge Works Lease Commencement Date;
 - (iv) in Item (G)3. of the lease cover page, the Bridge Works Lease Terminating Date, being 10 December 2026 or such other date as may be determined in accordance with the operation of clause 8.3(c)(ii) of Annexure A to the M5 West Widening Deed;

- (v) in the definition of "Commencement Date" in clause 1.1, the Bridge Works Lease Commencement Date;
- (vi) in the definition of "Land" in clause 1.1, the title references for the Bridge Works Land;
- (vii) on the second page of the lease cover page and on page 1 and page 2 of Annexure A of the Bridge Works Lease, the date of the Bridge Works Lease being the date that RMS executes the Bridge Works Lease; and
- (viii) all other details required to complete the Bridge Works Lease as agreed by RMS and the Company.

1.4 Preparation of deposited plans

- (a) RMS must, at its own cost, prepare and obtain, as soon as is reasonably practicable after getting title, registration of deposited plans in relation to the Bridge Works Land. RMS will consult with the Company in the preparation of such plans and will provide to the Company a copy of such plans within 10 Business Days of lodgement of such plans for registration.
- (b) RMS is not required to submit the Bridge Works Lease to the Company under clause 1.5 until the deposited plans referred to in clause 1.4(a) have been registered with Land and Property Information.

1.5 Execution of lease

- (a) Subject to clause 1.4(b), the Bridge Works Lease must be:
 - (i) submitted by RMS to the Company as soon as practicable after the M5 West Widening Works Completion Date; and
 - (ii) executed by the Company within 10 Business Days after it is submitted by RMS.
- (b) Until the Bridge Works Lease has been duly executed and delivered by the Company, each of RMS and the Company shall be bound as and from the Bridge Works Lease Commencement Date as if the Bridge Works Lease had been executed on the Bridge Works Lease Commencement Date.
- (c) RMS must execute the Bridge Works Lease within 10 Business Days after it has been received duly executed by the Company and must thereafter promptly return the executed Bridge Works Lease to the Company. The Company must procure (at the cost of the Company) the stamping (if any) and registration of the Bridge Works Lease and then return to RMS a copy of the registration copy.
- (d) RMS and the Company must do all such things and sign all such documents as are necessary to cause the Bridge Works Lease to be brought into a form acceptable for registration as soon as is reasonably practicable.

Attachment 1 to Schedule 10
Annexed Bridge Works Lease

Form: 07L
Licence: 03-11-029
Licensee: Ashurst Australia

LEASE

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

(B) LODGED BY

Document Collection Box 238N	Name, Address or DX, Telephone, and Customer Account Number if any Customer Account Number: 123155F Ashurst Australia DX 388 Sydney Tel: 02 9258 6000 Reference (optional):	CODE L
--	--	-----------------------------

(C) LESSOR

Roads and Maritime Services ABN 76 236 371 088

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. 2. 3.

(E) LESSEE

Interlink Roads Pty Ltd ABN 53 003 845 430

(F) TENANCY:

(G) 1. TERM

2. **COMMENCING DATE**

3. **TERMINATING DATE**

4. With an **OPTION TO RENEW** for a period of N/A set out in N/A

5. With an **OPTION TO PURCHASE** set out in N/A

6. Together with and reserving the **RIGHTS** set out in N/A

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.

8. Incorporates the provisions set out in at the Land and Property Management Authority as No.

9. The **RENT** is set out in clause 2.3 of Annexure A

DATE / /
 dd mm yyyy

(H) See the last page of annexure A for execution.

Note: where applicable, the lessor must complete the statutory declaration below.

(I) **STATUTORY DECLARATION ***

I
solemnly and sincerely declare that-

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of
on in the presence of-

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness: *[tick one]*

- Justice of the Peace
 Practising Solicitor
 Other *[specify]*

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

This is annexure "A" referred to in the lease between Roads and Maritime Services ABN 76 236 371 088 as lessor and Interlink Roads Pty Limited ABN 53 003 845 430 as lessee dated []

BRIDGE WORKS LEASE	2
1. DEFINITIONS AND INTERPRETATION	2
1.1 DEFINITIONS	2
1.2 EXCLUSION OF IMPLIED COVENANTS AND POWERS	3
1.3 NUMBER, GENDER AND PERSONS	3
1.4 HEADINGS	3
1.5 STATUTES	3
1.6 LESSEE'S OBLIGATIONS	4
1.7 CONTRA PROFERENTEM	4
1.8 LESSOR'S POSITION AS AN AUTHORITY	4
1.9 SEVERABILITY OF PROVISIONS	4
1.10 DISCONTINUANCE OF BODIES OR ASSOCIATIONS	4
1.11 INTERPRETATION	4
1.12 CALCULATIONS	4
2. LEASE	5
2.1 PURPOSE OF LEASE	5
2.2 GRANT OF LEASE	5
2.3 RENT	5
2.4 EXTENSION OF TERM	5
3. LESSOR'S UNDERTAKINGS	6
3.1 QUIET ENJOYMENT OF PREMISES	6
3.2 LESSOR'S INSPECTION	6
4. ASSIGNMENT OR MORTGAGE	6
4.1 ASSIGNMENT BY THE LESSEE	6
4.2 CHANGE OF LESSEE'S SHAREHOLDING	6
4.3 PERMITTED ASSIGNMENTS	7
4.4 MORTGAGES	8
5. TERMINATION	8
5.1 TERMINATION EVENTS	8
5.2 POWER OF ATTORNEY	9
5.3 TERMINATION BY THE LESSEE	9
5.4 LESSOR MAY REMEDY	9
5.5 DAMAGES FOR BREACH	10
6. YIELDING UP	10
6.1 YIELD UP	10
7. DISPUTE RESOLUTION	10
7.1 RESOLUTION IN ACCORDANCE WITH F-5 TOLLROAD PROJECT DEED	10
8. GENERAL	10
8.1 NOTICES	10
8.2 COSTS	11
8.3 GOVERNING LAW	11
8.4 MORATORIUM	11
8.5 SERVICES	12
8.6 NO AGENCY	12
8.7 EASEMENTS	12
8.8 NO WAIVER	12
8.9 WAIVER IN WRITING	12
8.10 RIGHTS CUMULATIVE	12
8.11 INTEREST ON OVERDUE AMOUNTS	13
8.12 OPINION BY THE LESSOR	13
8.13 TIME FOR DETERMINING RIGHTS AND OBLIGATIONS	13
9. GST	13

BRIDGE WORKS LEASE

DATE

PARTIES

Roads and Maritime Services

ABN 76 236 371 088

(Lessor)

Interlink Roads Pty Ltd

ABN 53 003 845 430

(Lessee)

RECITAL

The Lessor agrees to lease the Premises to the Lessee for the Term on the terms and conditions in this Lease.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this Lease.

Authorities has the meaning specified in the F-5 Tollroad Project Deed.

Commencement Date means **[to be completed]**.

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

Deed of Charge has the meaning specified in the F-5 Tollroad Project Deed.

Event of Default means an event or circumstance of the kind referred to in clause 5.1.

F5 Lease has the meaning given to the term "Lease" in the F-5 Tollroad Project Deed.

F-5 Tollroad Project Deed means the deed so entitled and dated 22 February 1991 between the Lessor, the Minister and the Lessee as amended from time to time.

GST and **GST law** have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time) or any replacement or other relevant legislation and regulations. Terms defined in the GST law have the same meaning in clauses concerning GST unless the context requires otherwise. Any reference to GST payable by the Supplier includes any GST payable by the representative member of any GST group of which the Supplier is a member. Any reference to an Input Tax Credit to which a party is entitled includes an Input Tax Credit for an acquisition made by that party but to which the representative member of any GST group of which the party is a member is entitled.

Land means **[to be completed]**.

Lessee means Interlink Roads Pty Ltd, its successors and permitted assigns and transferees, agents, employees and invitees.

Lessor means Roads and Maritime Services and its authorised officers and includes its agents, employees and invitees.

Minister means the Honourable Duncan Gay MLC, Minister for Roads and Ports in the Government of New South Wales or such other Minister as may be given responsibility for the administration of the Transport Administration Act 1988 or the Roads Act 1993 for and on behalf of Her Majesty Queen Elizabeth the Second in Right of the State of New South Wales.

M5 Western Link Lease has the meaning given to the term "M5 Western Link Lease" in the F-5 Tollroad Project Deed.

Premises means the Land and that part of the Tollroad located on the Land.

Project means the financing, design, construction, operation, repair and maintenance of the Tollroad and all things necessarily incidental thereto.

Rent means the amount of \$100 per annum.

Security Interest has the meaning specified in the F-5 Tollroad Project Deed.

Term means the term of this Lease which, subject to clause 2.4 of this Lease, commences on the Commencement Date and expires at midnight on the Terminating Date in item G3 on the cover page to this Lease.

Tollroad has the meaning specified in the F-5 Tollroad Project Deed.

1.2 **Exclusion of implied covenants and powers**

The covenants and powers implied in every lease by virtue of sections 84, 84A, 85, 129, 132, 133, 133A and 133B of the Conveyancing Act, 1919 shall not apply or be implied in this Lease except insofar as the same or parts of it are specifically included in this Lease.

1.3 **Number, gender and persons**

In this Lease, except to the extent that such interpretation is excluded by or be repugnant to the context:

- (a) reference to any party includes its successors and permitted assigns;
- (b) the word "person" includes a body corporate and unincorporated association and vice versa;
- (c) words importing the singular number or plural number include the plural number and singular number respectively; and
- (d) reference to any gender includes all genders.

1.4 **Headings**

Headings of clauses have been inserted for guidance only and must not be used to interpret this Lease.

1.5 **Statutes**

In this Lease, reference to a statute or ordinance includes all proclamations regulations and by-laws under and amendments to that statute or ordinance whether by subsequent statutes or ordinances or otherwise and any statute or ordinance passed in substitution for the statute or ordinance or incorporating any of its provisions.

1.6 **Lessee's obligations**

No advice, opinion or representation given by any officer or employee of the Lessor in respect of the Lessee's obligations under this Lease in any way diminishes or otherwise affects the Lessee's obligations under this Lease and does not give rise to any waiver, variation or estoppel.

1.7 **Contra proferentem**

In the interpretation of this Lease, no rule of construction applies to the disadvantage of one party on the basis that that party put forward this Lease or any part of this Lease.

1.8 **Lessor's position as an Authority**

Nothing in this Lease in any way unlawfully restricts or otherwise unlawfully affects the unfettered discretion of the Lessor as to the use of its statutory powers as a public authority provided that this clause 1.8 does not, and is not intended to, limit the extent of the contractual obligations undertaken by the Lessor to the Lessee under or pursuant to this Lease nor the liability to fully compensate the Lessee for any breach by the Lessor of its obligations under or pursuant to this Lease.

1.9 **Severability of provisions**

Any provision of this Lease which is prohibited or unenforceable is ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Lease provided that if the effect of such lack of effectiveness would substantially alter the commercial efficacy and intent of the remaining provisions of this Lease such remaining provisions shall also be deemed to be ineffective.

1.10 **Discontinuance of bodies or associations**

References in this Lease to any authority, institute, association or body are:

- (a) 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 any other organisation, deemed to refer to that organisation; and
- (b) if that authority, institute, association or body ceases to exist, deemed to refer to such organisation as serves substantially the same purposes or object as that authority, institute, association or body.

1.11 **Interpretation**

In this Lease, except to the extent that the context otherwise requires:

- (a) references to clauses and Annexures are references to them in and to this Lease;
- (b) a reference to any deed, agreement, document or instrument includes such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time.

1.12 **Calculations**

- (a) All calculations under this Lease shall be rounded upwards to the nearest \$100.00 and all intermediate calculations shall be made to 4 decimal places.

- (b) The Lessee shall procure that the Lessee's auditors make any calculation (and furnish certificates in respect thereof) which such auditors are requested to so make in accordance with any provision of this Lease.

2. LEASE

2.1 Purpose of Lease

The purpose of this Lease is to facilitate the implementation of the Project.

2.2 Grant of Lease

The Lessor leases the Premises to the Lessee for the Term.

2.3 Rent

- (a) The Lessee must promptly pay to the Lessor the Rent reserved by this Lease, without:
 - (i) demand from the Lessor;
 - (ii) any deduction whatsoever; and
 - (iii) any abatement on account of damage to or destruction of the Premises (or any part of them) from any cause whatsoever.
- (b) The Rent must be paid annually, in arrears, on or before 30 June.
- (c) If the Lessee gives the Lessor and the Minister a Termination Notice (as defined in clause 13.3 of the F-5 Tollroad Project Deed) in the manner contemplated by clause 13.3 of the F-5 Tollroad Project Deed, then as and from the date that that Termination Notice becomes effective, and without the need to execute or do any further deed, act, matter or thing, the Lessee will be deemed to have been released from all liability to pay the Rent accruing after that date.
- (d) If the Lessee assigns all its rights, benefits and interest in this Lease and in the F-5 Tollroad Project Deed in the manner contemplated by clause 13.2(d)(2) of the F-5 Tollroad Project Deed then as and from the date that assignment becomes effective, and without the need to execute or do any further deed, act, matter or thing, the Lessee will be deemed to have been released from all liability to pay Rent accruing after that date and any assignee has no obligation to pay the Rent.

2.4 Extension of Term

- (a) If a court of competent jurisdiction issues an injunction the effect of which is to prevent the Lessee constructing or operating the Tollroad or levying, collecting or retaining for its own use tolls in the manner contemplated by this Lease and the F-5 Tollroad Project Deed on the grounds that it may be unlawful for the Lessee to construct the Tollroad in the manner contemplated by the F-5 Tollroad Project Deed and this Lease either at all or without the building approval of any local council pursuant to the *Local Government Act 1993* or to levy, collect and retain for its own use tolls in the manner contemplated by this Lease and the F-5 Tollroad Project Deed either at all or without the consent or approval of any Authority then in either case the Term shall be extended for such period as is necessary to compensate the Lessee for the financial impact which the Lessee establishes to the reasonable satisfaction of the Lessor is or will be actually imposed on the Lessee as a result of the injunction.

- (b) If there is a final determination of a court of competent jurisdiction from which no appeal may be taken or with respect to which the relevant appeal period has expired without an appeal being taken which requires the Lessee to obtain a consent or approval of the kind more particularly referred to in clause 2.4(a) then, if such consent or approval is obtained the Term shall be extended for such period as is necessary to compensate the Lessee for the financial impact which the Lessee establishes to the reasonable satisfaction of the Lessor is or will be actually imposed on the Lessee as a result of the requirement to obtain such consent or approval and to comply with the conditions, if any, attaching to that consent or approval. The Lessor will use its best endeavours to assist the Lessee to obtain such consent or approval.

3. LESSOR'S UNDERTAKINGS

3.1 Quiet enjoyment of Premises

The Lessee may peaceably possess and enjoy the Premises during the Term without any interruption from the Lessor except as contemplated by this Lease and the F-5 Tollroad Project Deed.

3.2 Lessor's inspection

The Lessor is entitled at all reasonable times to enter the Premises to ascertain whether the Lessee is complying with this Lease and the F-5 Tollroad Project Deed. In the exercise of the Lessor's powers under this clause 3.2, no unnecessary inconvenience shall be caused to the Lessee or the users of the Tollroad.

4. ASSIGNMENT OR MORTGAGE

4.1 Assignment by the Lessee

(a) Except as contemplated by this Lease, the Lessee must not:

- (i) assign, transfer, mortgage, charge, make the subject of any trust or otherwise deal with or encumber all or any of its rights, benefits or interest in this Lease; or
- (ii) part with physical possession of the Premises; or
- (iii) procure or permit to exist any of the foregoing,

without the prior written consent of the Lessor in its sole and unfettered discretion on whatever terms and conditions the Lessor thinks fit.

(b) The Lessee must contract in accordance with the contractual pattern for Project delivery as provided by the Lessee to the Lessor prior to the date of the F-5 Tollroad Project Deed and initialled by the parties for identification as set forth in Schedule 5 of the F-5 Tollroad Project Deed and not alter that pattern in any material respect without the consent of the Lessor, which consent must not be unreasonably withheld or delayed.

4.2 Change of Lessee's shareholding

(a) For the purposes of clause 4, a change in the identity of the person or persons holding a relevant interest in not less than 50% of the voting shares in the capital of the Lessee from that existing at the Commencement Date is deemed to be an assignment of the Lessee's interest in this Lease.

(b) For the purposes of clause 4.2(a):

- (i) **relevant interest** and **voting shares** have the meanings assigned to those terms by the Corporations Act;
- (ii) any issue of shares maintained by a reputable professional institutional investor (which shares are to be held as a portfolio investment) must not be taken into account in determining whether there has been a change in the identity of the holder of a relevant interest in the shares of the Lessee for so long as the day to day management and control of the Lessee is retained by the existing board of directors and shareholders of the Lessee.

4.3 Permitted assignments

- (a) Subject to clause 4.3(d), the Lessor must not withhold or delay its consent pursuant to clause 4.1(a) if the following requirements are met:
 - (i) the Lessee has established to the satisfaction of the Lessor that the proposed assignee, sub-lessee or other occupier (collectively an "assignee") is a reputable corporation with sufficient expertise and ability and of financial and commercial standing sufficiently high to satisfy the Lessor that it is capable of properly carrying out the obligations of the Lessee under this Lease, provided that this requirement shall be deemed to have been satisfied where the proposed assignee is a wholly owned subsidiary of the Lessee;
 - (ii) there is at the time of any application for consent no subsisting breach of any of the provisions of this Lease or the F-5 Tollroad Project Deed on the part of the Lessee to be observed or performed not being a breach which has been waived by the Lessor;
 - (iii) the proposed assignee has entered into a deed with the Lessor in the form of Schedule 2 to the F-5 Tollroad Project Deed;
 - (iv) with any application for consent under this clause 4.3 the Lessee must furnish to the Lessor full particulars of the proposed transaction together with a draft of any proposed agreement; and
 - (v) the proposed assignee has furnished the Lessor with such guarantee and indemnity or guarantees and indemnities of the performance of its obligations under this Lease as the Lessor shall require.
- (b) The Lessor must not unreasonably withhold its consent to a proposed change in the identity of the person or persons holding shares in the capital of the Lessee as contemplated by clause 4.2(a) if the following requirements are met:
 - (i) the Lessee has established to the satisfaction of the Lessor that the proposed assignee, transferee or subscriber is a reputable corporation of financial and commercial standing;
 - (ii) there is at the time of any application for consent no subsisting breach of any of the provisions of this Lease or the F-5 Tollroad Project Deed on the part of the Lessee to be observed or performed, not being a breach which has been waived by the Lessor; and
 - (iii) with any application for consent under this clause 4.3(b) the Lessee must furnish to the Lessor full particulars of the proposed transaction together with a draft of any proposed agreements.
- (c) A certified copy of every agreement whereby the Lessee assigns or otherwise parts with possession of its interest in this Lease must be forwarded to the Lessor.

- (d) The provisions of clause 4.3 do not apply in any circumstances to any assignment, transfer, sublease, licence of or other dealing with:
 - (i) 50% or more of the Lessee's interest in this Lease; or
 - (ii) any interest of the Lessee in this Lease or the shares of the Lessee if an Event of Default has occurred and is continuing and which has not been waived; or
 - (iii) any interest of the Lessee in this Lease unless the interests of the Lessee in the F5 Lease and M5 Western Link Lease are assigned, transferred, sublet, licensed, or otherwise dealt with at the same time, on the same terms and conditions and in favour of the same party.
- (e) Where the Lessee has assigned or transferred its interest in this Lease and the requirements of clause 4.3(a) are otherwise satisfied, the Lessor must release the Lessee from the performance and observance of all further obligations on its part under this Lease and the Deed of Charge.

4.4 **Mortgages**

- (a) For the purpose of securing its obligations to any person or persons providing financial accommodation to it for the purposes of the Project the Lessee may give a Security Interest over this Lease and its interest hereunder. Prior to giving any such Security Interest the Lessee must cause the person or persons taking the Security Interest to enter into a deed in the form reasonably required by the Lessor including covenants that:
 - (i) the person taking that Security Interest will notify the Lessor if the Lessee is in default under the terms of the document or arrangement creating the Security Interest; and
 - (ii) should such person exercise its rights under that Security Interest or otherwise to enter into possession of the Premises or of any of the Lessee's right, title and interest in this Lease or the F-5 Tollroad Project Deed, then such person will duly perform and observe the covenants and restrictions on the part of the Lessee contained in this Lease and the F-5 Tollroad Project Deed.
- (b) Where any person holding a Security Interest gives notice of its interest to the Lessor no amendment to this Lease or the F-5 Tollroad Project Deed and no waiver of the performance of any of the obligations of the Lessor or the Minister under the F-5 Tollroad Project Deed or the Lessor under this Lease shall be effective unless approved in writing by the person in favour of whom the Security Interest has been given.

5. **TERMINATION**

5.1 **Termination events**

If any event or circumstance specified in clause 13.1 of the F-5 Tollroad Project Deed occurs upon which the Lessor can rely to terminate the F-5 Tollroad Project Deed THEN subject to clause 13.4 of the F-5 Tollroad Project Deed the Lessor may either:

- (a) re-enter and repossess the Premises, and upon such re-entry and repossession this Lease absolutely determines; or

- (b) call for an immediate surrender of the Lessee's estate and interest under this Lease, without prejudice to any action or other remedy which the Lessor may have for breach or for damages.

5.2 Power of attorney

- (a) For the purposes of clause 5.1, the Lessee irrevocably appoints the Lessor its attorney to surrender or cause the surrender of this Lease and to sign all notices, deeds and documents for that purpose in the name of the Lessee.
- (b) The Lessor in its capacity as attorney must not act or purport to act pursuant to clause 5.2(a) without giving the Lessee seven business days' prior written notice.
- (c) The provisions of this clause 5.2 are without prejudice to any action or other remedy which the Lessor has or might have for breach of covenant or for damages as a result of any such event.

5.3 Termination by the Lessee

If the Lessee terminates the F-5 Tollroad Project Deed pursuant to clause 13.3 of that Deed, or the F-5 Tollroad Project Deed terminates pursuant to clause 13.4 of that Deed, this Lease shall simultaneously terminate.

5.4 Lessor may remedy

- (a) On each and every occasion on which the Lessee omits or neglects for a period of not less than twenty one (21) days from the date on which the Lessee is obliged to pay any money or to do or effect anything (including, without limitation, to comply with a direction of the Lessor given pursuant to clause 8.5 of the F-5 Tollroad Project Deed) which the Lessee has agreed to pay, do or effect under this Lease then it shall be lawful for, but not obligatory upon, the Lessor (and without prejudice to any rights and powers arising from such default) after having given written notice to the Lessee of its intention so to do, to pay such money or to do or effect such thing by itself its engineers, agents, contractors and workmen as if it were the Lessee.
- (b) In addition to the Lessor's rights under clause 5.4(a), if the Lessor considers at any time that there is a threat to the safety of Tollroad users or other members of the public, for any reason whatsoever, the Lessor may, upon giving notice to the Lessee, take such action as it considers appropriate.
- (c) The Lessor may enter and remain upon the whole or any part of the Premises for the purposes of clause 5.4(a) or otherwise to remedy any default under or breach of this Lease or the F-5 Tollroad Project Deed, and the Lessor may recover any expenses and costs of such payment or the doing of any such thing.
- (d) The Lessor may from time to time enter the Premises in order to rectify any default under or breach of this Lease or the F-5 Tollroad Project Deed as if the Lessor were the Lessee.
- (e) For the purpose of this clause the Lessor, its engineers, contractors and workmen may enter and remain upon the Premises (or any part of them) to undertake such rectification, and any expenses and costs of carrying out the same (as to which the certificate of the Lessor or any duly authorised representative of the Lessor shall be conclusive evidence absent manifest error) shall forthwith be payable by the Lessee to the Lessor.
- (f) Nothing in this clause obliges the Lessor to enter the Premises or to rectify any default.

5.5 Damages for breach

- (a) If the Lessee breaches this Lease whether that breach is a repudiation or not, the Lessee must compensate the Lessor for any loss or damage caused to the Lessor.
- (b) The Lessor's entitlement to recover damages including loss of bargain damages from the Lessee is not affected or limited by any of the following:
 - (i) the Lessee abandoning or vacating the Premises;
 - (ii) the Lessor electing to re-enter the Premises, terminate or surrender this Lease;
 - (iii) the Lessor electing to terminate the Lease under clause 5 or otherwise;
 - (iv) the Lessor electing to cause the surrender of this Lease under clause 5;
 - (v) the Lessor accepting the Lessee's repudiation;
 - (vi) the parties' conduct (or that of any servant or agent thereof) constituting a surrender by operation of law.
- (c) If any Event of Default occurs upon which (notwithstanding clause 5.3) the Lessor may rely to re-enter, determine, forfeit or require the surrender of the Lessee's estate and interest in this Lease then for the purposes of this Lease, and notwithstanding any rule of law or equity to the contrary whether express or implied, there is deemed to be a breach of a fundamental or essential provision of this Lease.

6. YIELDING UP

6.1 Yield up

The Lessee must peaceably surrender and yield up the Premises in the state of repair and maintenance and in the operating condition required by the F-5 Tollroad Project Deed immediately on the expiration or sooner determination of this Lease.

7. DISPUTE RESOLUTION

7.1 Resolution in accordance with F-5 Tollroad Project Deed

If there is a dispute between the Lessor and the Lessee arising out of or in relation to this Lease then it must be dealt with in accordance with clause 14.3 of the F-5 Tollroad Project Deed.

8. GENERAL

8.1 Notices

Any notice, approval, consent or other communication given or made to or by a party under this Lease must be in writing delivered to the address or sent to the facsimile number of the recipient shown below or to such other address or facsimile number as the recipient may have notified the sender and shall be deemed to be duly given or made:

- (a) (in the case of delivery in person or by facsimile transmission) when delivered to the recipient at such address or facsimile number:
 - (i) if to the Lessor, to:

Roads and Maritime Services

101 Miller Street

North Sydney NSW 2060

Facsimile: (02) 8588 4170

Attention: Director, Infrastructure Development

(ii) if to the Lessee, to:

Interlink Roads Pty Limited

Toll Plaza, M5 South West Motorway

Hammondville NSW 2170

Facsimile: (02) 9825 1101

Attention: General Manager

8.2 **Costs**

- (a) The Lessee must, within twenty-eight (28) days from the date of notice from the Lessor requesting payment, pay:
 - (i) all stamp duties, fees and charges of or incidental to the preparation, completion and stamping of this Lease; and
 - (ii) all expenses reasonably incurred by the Lessor in any entry, inspection, examination, consultation or the like which discloses a breach by the Lessee of any covenant of this Lease.
- (b) All duties, fees, charges and expenses and legal costs (on a solicitor and client basis) of or incidental to any and every breach or default by either party (**Defaulting Party**) under this Lease and in or incidental to the exercise of any remedy of the other party (**Non-Defaulting Party**) under or by virtue of this Lease and the fees of professional consultants properly incurred by the Non-Defaulting Party in consequence of or in connection with a breach or default by the Defaulting Party must be paid by the Defaulting Party to the Non-Defaulting Party.
- (c) Each party must bear its own costs, charges and expenses of or incidental to the negotiation, preparation, execution and completion of this Lease.

8.3 **Governing law**

- (a) This Lease is governed and must be construed in accordance with the laws of the State of New South Wales.
- (b) Each of the Lessor and the Lessee submits to the non exclusive jurisdiction of the courts of the State of New South Wales.

8.4 **Moratorium**

Unless application is mandatory by law, no statute, ordinance, proclamation, order, regulation or moratorium present or future applies to this Lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights,

powers, remedies or discretions given or accruing to the Lessor or the Lessee under this Lease.

8.5 **Services**

The Lessor is not responsible for any loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of inability to obtain electricity, telephone, gas, water supply, sewerage, drainage or other services (**Services**) and the Lessee acknowledges that it is the responsibility of the Lessee to obtain all the Services.

8.6 **No agency**

The Lessee shall not (in connection with the Premises or otherwise) directly or indirectly hold out nor permit to be held out to any person any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated at the Premises (or any part of them) are being carried on or managed or supervised by the Lessor, and the Lessee must not act as or represent itself to be the servant or agent of the Lessor.

8.7 **Easements**

(a) For the purpose of providing:

- (i) access to and from the Land or nearby areas; or
- (ii) the support of structures on the Land or nearby areas; or
- (iii) Services (as defined in clause 8.5) to, under or over the Land or nearby areas,

the Lessor may (with the prior consent of the Lessee, such consent not to be unreasonably withheld or delayed) grant easements or enter into arrangements or agreements with any other person or with any public authority, as the Lessor considers necessary or desirable.

(b) For the purposes of clause 8.7, the Lessor may dedicate land or transfer, grant or create any easement, privilege or other right in favour of any other person or public authority or in favour of any other land.

(c) This Lease is subject to any agreement entered into pursuant to this clause provided that the Lessor does not exercise its right to substantially materially derogate from the Lessee's rights under this Lease.

8.8 **No waiver**

No failure or delay by the Lessor or the Lessee exercising any rights under this Lease, and no course of dealing between the Lessee and the Lessor operates as a waiver of any breach or default by the other party. No single or partial exercise of any such right precludes any further or other exercise of that or of any other right.

8.9 **Waiver in writing**

No provision of this Lease may be varied or waived except in writing.

8.10 **Rights cumulative**

The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

8.11 Interest on overdue amounts

- (a) The Lessee must pay interest at the prescribed rate on any moneys due by the Lessee to the Lessor on any account whatsoever pursuant to this Lease which remain unpaid for seven (7) days after the due date for payment, such interest to be computed from the due date for the payment of such until payment of such moneys in full.
- (b) For the purposes of clause 8.11(a), the "prescribed rate" is the aggregate of:
 - (i) two (2%) per centum per annum; and
 - (ii) the rate announced from time to time by Commonwealth Bank of Australia as its reference rate for Australian Dollar denominated loans available on a selective basis to prime commercial customers or, if there is no such rate, the rate notified by Commonwealth Bank of Australia as being the rate applied by it in respect of Australian Dollar denominated overdraft accommodation in excess of \$100,000 made available by it on a selective basis to prime commercial customers.
- (c) A certificate by the Lessor or any officer representing the Lessor as to any amount payable by the Lessee pursuant to this clause shall be conclusive evidence (absent manifest error) thereof.

8.12 Opinion by the Lessor

- (a) Unless otherwise provided in this Lease, any opinion to be formed by the Lessor may be formed in good faith on such grounds and material as the Lessor thinks sufficient after consultation, if it deems it necessary, with any Department or other public authority, the Standards Association of Australia or any other body whose objects and functions are relevant.
- (b) In forming any such opinion the Lessor is exercising merely administrative functions.

8.13 Time for determining rights and obligations

For the purpose of determining the rights and obligations of the parties, this Lease shall be construed as if it had been executed on the date from which the Term is expressed to run.

9. GST

- (a) Notwithstanding any other provision of this Lease, any amount payable in connection with this Lease which is calculated by reference to a cost, expense or other amount (including GST) paid or incurred by a party will be reduced by an amount equal to any input tax credits to which that party is entitled in respect of that cost, expense or other amount. Each of the parties will be assumed to be entitled to full input tax credits unless they provide evidence to the other parties to the contrary.
- (b) If GST is or becomes payable on any supply made by a party (**Supplier**) under or in connection with this Lease:
 - (i) unless indicated otherwise, any amount payable or consideration to provided under any other provision of this Lease for that supply (**Agreed Amount**) is exclusive of GST;

- (ii) an additional amount will be payable by the party providing consideration for that supply (**Recipient**), equal to the amount of GST payable on that supply as calculated where appropriate in accordance with this clause; and
 - (iii) the additional amount will be payable by the Recipient on the due date for payment of the tax invoice.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under or in connection with this Lease (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under clause 9(b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). Where an adjustment event occurs in relation to a supply, and subject to clause 9(d), the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.
- (d) Prior to the issue of any tax invoices or adjustment notes, the parties must use their best endeavours to determine the mutually acceptable market value of any non-monetary consideration provided for supplies made under or in connection with this Lease to be included in tax invoices or adjustment notes to be issued to the Recipient of the relevant supply. This may involve the Supplier and Recipient engaging a suitably qualified valuer to provide a valuation of any non-monetary consideration, with the costs of such valuation to be borne equally between them.
- (e) If the Recipient is dissatisfied with any tax invoice or adjustment note to be issued by the Supplier, including as to the calculation of the GST payable, attribution of the GST or the description of the supply, the Recipient may, after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all Parties (absent manifest error). The costs of the expert will be borne equally by the Recipient and the Supplier. The expert will act as an expert and not as an arbitrator and will take into account the terms of this Lease, the matters required to be taken into account by the Supplier under this clause and any other matter considered by the expert to be relevant to the determination. The Recipient and the Supplier must release the expert from any liability in acting as an expert, except in the case of fraud on the part of the expert.
- (f) The right of the Supplier to recover any additional amount in respect of GST under this clause is subject to the issuing of the relevant tax invoice or adjustment note to the Recipient by the later of:
 - (i) 4 years after the Supplier's liability to pay that GST arises; and
 - (ii) the date on which the Recipient is no longer entitled to an input tax credit for the additional amount.

EXECUTED by the parties as a deed.

SIGNED SEALED and **DELIVERED** by the
Chief Executive Officer of **ROADS AND
MARITIME SERVICES:**

Witness

Name (printed)

Name (printed):

Certified correct for the purposes of the Real
Property Act 1900 and executed on behalf of
the corporation named below by the
authorised person(s) whose signature(s)
appear(s) below pursuant to the authority
specified.

Corporation: Interlink Roads Pty Ltd ABN 53 003 845 430

Authority: Section 127 of the Corporations Act

Signature of authorised person

Signature of authorised person

Name of authorised person

Name of authorised person

[Director, Secretary, Sole
Director/Secretary]

Office held

[Director, Secretary, Sole
Director/Secretary]

Office held

SCHEDULE 11

Terms of appointment for Expert

(Clause 2.1(g) of Schedule 7 or Schedule 8 as applicable)

To: **[Insert name of Expert]**

By a deed (**F5 Tollroad Project Deed**) dated 22 February 1991 (as amended) between Roads & Maritime Services (**RMS**), the Minister for Roads for and on behalf of Her Majesty Queen Elizabeth the Second in the right of the State of New South Wales (**Minister**) and Interlink Roads Pty Limited (**Company**), RMS and the Company agreed to appoint two expert traffic forecasters for the purposes of determining a base traffic forecast (**Traffic Forecast**) pursuant to clauses 2.1 and 2.2 of **[insert Schedule 7 or Schedule 8]** of the F5 Tollroad Project Deed (**Expert Determination Process**), the Rules for Expert Determination Process (**Rules**) set out in clause 2.2 of **[insert Schedule 7 or Schedule 8]** of the F5 Tollroad Project Deed and Appendix 2 to this letter, and the Code of Conduct for an Expert (**Code of Conduct**) which forms Appendix 1 to this letter.

The "Agreed Brief" for the purposes of the Expert Determination Process forms Appendix 3 to this letter.

RMS and the Company agree to appoint you

of

as one of the two experts to determine the Traffic Forecast in accordance with the Expert Determination Process, Rules and Code of Conduct. You agree to make this determination in accordance with the Expert Determination Process, Rules and Code of Conduct.

RMS and the Company agree to pay you [\$ _____] per hour (plus GST at the applicable rate). RMS and the Company will bear, in equal shares, the Expert's fees and charges associated with the determination.

The determination of the Traffic Forecast must be completed within 90 days of the date of your acceptance of this appointment, or such extended period as RMS and the Company may agree.

RMS and the Company agree that you will not be liable in any way arising out of or in connection with the determination of the Traffic Forecast, except in the case of fraud on your part.

Dated

.....
For RMS _____ For the Company

.....
For the Expert

Appendix 1 - Code of Conduct for an Expert

1. The function of the expert is to determine the Traffic Forecast in accordance with the Rules in clause 2.2 of [*insert Schedule 7 or Schedule 8*] of the F5 Tollroad Project Deed (or any other rules which the expert in his or her absolute discretion decides), this code of conduct and the letter of appointment of the expert.
2. The expert must receive the written submissions and responses of the parties in accordance with the procedures specified in the above rules and may require any further information or documentation from the parties which is reasonably necessary to determine the Traffic Forecast.
3. The expert must decide whether a conference is necessary to receive further information. The expert must inform the parties of the subject matter of any conference and may hear representations only on those matters.
4. The expert is not bound by the rules of evidence, may receive information in any manner the expert thinks fit (including as an inquisitor), and must meet the requirements of procedural fairness.
5. The expert must disclose to all parties all information and documents received. If a party fails to make a written submission as may be required or appear at any conference after having received the appropriate notice, the expert may continue with the process. Subject to this, discussions or communications with the expert must only take place in the presence of all parties.
6. The expert must reach a determination on the basis of the information received from the parties and on the basis of the expert's own expertise. The decision must be reached as an expert and not as an arbitrator. The expert's determination must be made as soon as possible and in any event within the period set out in the letter of appointment of the expert. The determination, once made, signed by the expert, must be notified and given immediately to the parties in writing.
7. The expert must keep all information received confidential and must not disclose that information without the prior written consent of the parties.
8. The expert must inform the parties immediately of any circumstances that might adversely affect the expert's capacity to act independently or impartially. The expert, in those circumstances, must terminate the proceedings, unless the parties agree otherwise.

Appendix 2 – Rules of Expert Determination

1. The expert will:
 - (a) act as an expert and not as an arbitrator and the procedures in this letter are not an arbitration within the meaning of any statute;
 - (b) proceed in any manner he or she thinks appropriate without being bound to observe the rules of natural justice or the rules of evidence;
 - (c) take into consideration all documents, information and other material which the parties give the expert including documents, information and material relating to the determination of the Traffic Forecast and to arguments and submissions in relation to the Traffic Forecast;
 - (d) not be expected or required to obtain or refer to any other documents, information or material, but may do so if he or she thinks it is appropriate; and
 - (e) use his or her own expertise in forming his or her conclusions.
2. The expert may, if he or she thinks appropriate, arrange to meet or otherwise have discussions with the parties, together but not separately, and in connection with any such meeting or discussions:
 - (a) a party may be accompanied by legal or other advisers; and
 - (b) the parties agree to be bound by such procedural directions as may be given by the expert, both in preparation for and during the course of the meeting or discussions.
3. Without restricting the generality of clause 2(b) above, RMS and the Company agree and undertake to produce such information and documents as the expert may from time to time direct at such place and at such time as the expert may direct.
4. The expert may commission his or her own advisers or consultants, including lawyers, accountants, bankers, engineers, surveyors or other technical consultants, to provide information to assist the expert in his or her determination.
5. Any advisers or consultants engaged by the expert must be independent of the parties and impartial, and must treat as confidential any information obtained pursuant to this letter.
6. RMS and the Company must indemnify the expert for the reasonable cost of retaining those advisers or consultants.
7. The expert will disclose to the parties any relationship or interest with the parties or their respective officers, employees, contractors, consultants or agents who are involved in expert determination and any interest the expert has in respect of the subject matter of this letter or any other matter that may give rise to the possibility of bias.
8. If the expert becomes aware of any circumstance which might reasonably be considered to adversely affect the expert's capacity to act independently or impartially, the expert will immediately inform RMS and the Company.
9. After the parties have had the opportunity to consider the expert's disclosure then a Party may require that the Traffic Forecast be referred to another expert for resolution in accordance with clause 2.1 of [*insert Schedule 7 or Schedule 8*] of the of the F5 Tollroad Project Deed by giving notice in writing to the other parties within 5 Business Days of the date on which it was informed of the circumstance.

10. RMS and the Company must bear their own costs in connection with the expert determination proceedings and must pay an equal portion of the cost of the expert.

Appendix 3 – Agreed Brief

[to be inserted]

SCHEDULE 12

Adjustment Protocol

1. Overview

The parties must comply with the terms of this Schedule 12 to adjust the Base Case Model to reflect any changes in the Relevant Rates between the Satisfaction Date and the Setting Date.

2. Definitions

For the purposes of this schedule 12:

Base Rate means Base Swap Rate as defined in the Interest Rate Hedging Protocol.

Model Outputs Schedule means the print out of the sheet entitled "Model Outputs Schedule" (worksheet M) in the Base Case Model, a template of which is in annexure M to the M5 West Widening Deed, and updated in accordance with this deed.

Relevant Rates means:

(a) the Base Rate; and

(b) the Swap Margin

Swap Margin means the weighted average of the "Fixed Margin" as defined in the Interest Rate Hedging Protocol.

3. Setting Date requirements

On the Setting Date, the Company must procure that the steps listed in this clause 3 occur in the order in which they are listed:

3.1 Identify relevant rates

First, the Company will comply with the Interest Rate Hedging Protocol and:

(a) notify RTA by letter of the Base Rates for the Setting Date; and

(b) notify RTA by letter of the Swap Margins for the Setting Date.

3.2 Amendments to the Base Case Model

Second, the Company will update the Base Case Model such that:

(a) the values of the Base Rates determined in accordance with this clause and entered and set in cells N116:N117 and N130; and

(b) the values of the Swap Margins determined in accordance with this clause and entered and set in cells O116:O117 and O130,

in the "tbl" worksheet of the model identified as:

"Jun12 Interlink Widening BCFM.xlsm".

3.3 Run Base Case Model

Third, the Company will:

- (a) ensure the model integrity checks are showing "OK" and produce the final model in disc format;
- (b) procure that KPMG, as auditors of the model, provide a letter to the Company confirming that the only changes to the model are those referred to in clause 3.2 of this schedule 12; and
- (c) provide to RTA:
 - (i) a copy of the final model in disc format;
 - (ii) a copy of the Model Outputs Schedule;
 - (iii) a copy of the letter from KPMG referred to in paragraph (b); and
 - (iv) a letter from the Company confirming to RTA that the model provided on disc pursuant to paragraph (a) is identical to the model initialled by the parties prior to the Satisfaction Date, but for the changes referred to in clause 3.2 of this schedule 12.

3.4 Initial Base Case Model and Model Outputs Schedule

Upon receipt of the information referred to in clause 3.3(c) of this schedule 12, RTA must confirm that the final model and model outputs schedule are in an acceptable form, subsequent to which RTA and the Company will initial the model outputs schedule and the disc containing the final model as the Base Case Model for the purposes of this deed.

Attachment 1 to Schedule 12
Interest Rate Hedging Protocol

EXHIBITS TO F-5 TOLLROAD PROJECT DEED

VOLUME TWO

Part 1

Basic requirements

1.1 Scope of works

(a) General

- (1) The criteria in this document must be used to design, construct, operate and maintain the Tollroad and to design and construct all Ancillary Works necessary to incorporate the Tollroad:
 - (A) into the road system of New South Wales;
and
 - (B) generally into the locality through which it passes.
- (2) Reference to any work includes any additional work necessary for the satisfactory completion and performance of that work and full compliance with these criteria.
- (3) Figure 1.1 shows the locality of the Project.
- (4) Defined terms used in this document have the defined meanings given them in the F-5 Tollroad Project Deed between the RTA, the Minister and the Company dated 22 February 1991 and the form of Lease, between the RTA as Lessor and the Company as Lessee which is annexed to the F-5 Tollroad Project Deed as Exhibit A.

(b) Principal items of Tollroad work

The principal items of permanent Tollroad work covered by these criteria include the design and construction of:

(1) **Bridgeworks**

The bridges, as generally described in the attached numbered drawings which define the available width for traffic lanes, footways, shoulders and medians on each bridge.

		<u>Drawing number</u>
<i>Amended by clause 3.2(a)(i) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997</i>	On Tollroad, single bridge over Penshurst Road <u>For the M5 Motorway</u> <u>Duplication, widening of the</u> <u>bridge or additional bridge to</u> <u>provide for the four-lane dual</u> <u>carriageway</u>	F5/T110A
<i>Amended by clause 3.2(a)(ii) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997</i>	On Tollroad, single bridge over Bonds Road <u>For the M5 Motorway</u> <u>Duplication, widening of the</u> <u>bridge or additional bridge to</u> <u>provide for the four-lane dual</u> <u>carriageway</u>	F5/T111A
	Over Tollroad on Belmore Road	F5/T112
<i>Amended by clause 3.2(a)(iii) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997</i>	On Tollroad, single bridge over Salt Pan Creek <u>For the M5 Motorway</u> <u>Duplication, widening of bridge</u> <u>or additional bridge to provide</u> <u>for the four-lane dual</u> <u>carriageway</u>	F5/T113/A
	Over Tollroad on Fairford Road	F5/T114/A
	Over Tollroad on Gibson Avenue	F5/T115A
	Over Tollroad on MacKenzie	F5/T116/A

Street (ped bridge)

Over Tollroad on The River Road F5/T117/A

On Tollroad, twin bridges over Queen Street F5/118A

Over Tollroad, on Beaconsfield Street F5/119A

Over Tollroad on Horsley Road F5/120A

Over Tollroad on Henry Lawson Drive F5/121/A

On Tollroad, bridge over Georges River F5/T122A & F5/T123A

On Tollroad, twin bridges over Nuwarra Road F5/T124A

Over Tollroad on Heathcote Road F5/T125/A

Amended by clause 3.2(a) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

Over Tollroad on Moorebank Avenue:

SC0056-SK-017 to 019

A four (4) through lane bridge to accommodate the realignment of Moorebank Avenue with dual storage for turning traffic and on load ramps (to the Tollroad) and off load ramps (from the Tollroad). The bridge structure consists of two span "super T" girders with central piers, reinforced earth retaining walls, wing walls and single patterned grey colour concrete facing panels. Provision to be made for an additional lane in both directions to be constructed on the outside of the pavement configuration, without substantial demolition of

infrastructure.

Amended by
clause 5.2 of the
M5 West
Widening Deed
dated on or
about 19 June
2012.

Widening of the Tollroad
bridges over Queen Street and
Nuwarra Road to provide a
third Tollroad lane eastbound
and westbound

M5W-EB-DG-0002

M5W-EB-DG-0102

(2) **Roadworks**

The roadworks listed below include, where applicable, boundary fencing, noise barriers, drainage, erosion and sedimentation control, earthworks, pavement, landscaping, pavement marking and all additional related work required for the operation of the Tollroad.

(A) King Georges Road to Fairford Road

Earthworks and drainage complete to allow for a dual carriageway road. See figure 1.2 attached.

*Amended by
clause 3.2(b)(i)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

Eastbound carriageway complete as a single lane each way road in accordance with the dimensions shown on figure 1.2. ~~No~~ (Except for the M5 Motorway Duplication, no pavement is to be constructed on the west bound carriageway which will not be operated by the Company.)

*Amended by
clause 3.2(b)(ii)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

For the M5 Motorway Duplication, a westbound two-lane carriageway and convert the eastbound carriageway from a single lane each way road into a two-lane eastbound carriageway so that east and westbound carriageways are both constructed for two lanes each as shown for the section Fairford Road to Heathcote Road in figure 1.2.

Amended by
clause 5.2 of the
M5 West

For the M5 West Widening all works necessary to provide 3 lanes and associated shoulders westbound from King Georges

5.

Widening Deed dated on or about 19 June 2012.

Road (Ch 8880) to Fairford Road (Ch 12055) and eastbound from King Georges Road (Ch 8930) to Fairford Road (Ch 12620) as shown in the roadworks drawings M5W-EP-DG-0101 to M5W-EP-DG-0107, M5W-SK-EZ-1001, and the Picture M5 KGR to Fairford Road guardrail Feb 2012, drainage drawings M5W-ED-DG-0011 to M5W-ED-DG-0018 and M5W-ED-DG-0101 to M5W-ED-DG-0115, and pavement drawings M5W-EP-DG-0011 to M5W-EP-DG-0012 and M5W-EP-DG-0101 to M5W-EP-DG-0108 attached in Appendix G

(B) Fairford Road to Heathcote Road

Earthworks and drainage complete to allow for a dual carriageway road in accordance with the dimensions shown on figure 1.2.

East and westbound carriageways constructed for two lanes each carriageway. See figure 1.2.

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

For the M5 West Widening a widening eastbound to provide a 3rd lane between Heathcote Road and Hammondville Toll Plaza (Ch 19990) and between Georges River East (Ch 18440) and Fairford Road as shown in the roadworks drawings M5W-ER-DG-0115 to M5W-ER-DG-0140 and M5W-ER-DG-0144 to M5W-ER-DG-0151, drainage drawings M5W-ED-DG-0011 to M5W-ED-DG-0018 and M5W-ED-DG-0115 to M5W-ED-DG-0151, and pavement drawings M5W-EP-DG-0011 to M5W-EP-DG-0012 and M5W-EP-DG-0108 to M5W-EP-DG-0126 attached in Appendix G

For the M5 West Widening a widening westbound to provide a 3rd lane between Heathcote Road and Hammondville Toll Plaza (Ch 19855) and between Georges River East (Ch 18440) and Fairford Road as shown in the roadworks drawings M5W-ER-DG-0015 to M5W-ER-DG-0141 and M5W-ER-DG-0145 to M5W-ER-DG-0151, drainage drawings M5W-ED-DG-0011 to M5W-ED-DG-0018 and

6.

M5W-ED-DG-0115 to M5W-ED-DG-0151, and pavement drawings M5W-EP-DG-0011 to M5W-EP-DG-0012 and M5W-EP-DG-0108 to M5W-EP-DG-0126 attached in Appendix G

For the M5 West Widening all infrastructure necessary to modify the existing Hammondville Toll Plaza to provide 2 cash lanes and 3 e-toll lanes in each direction as shown in drawings M5W-SK-ES-0037 to M5W-SK-ES-0040, M5W-SK-EZ-0018 to M5W-SK-EZ-0019, M5W-SK-ES-0017a, M5W-SK-ES-0040a to M5W-SK-ES-0045a, and SEC923-C-DWG-469 to SEC923-C-DWG-471 attached in Appendix G

For the M5 West Widening the additional cross drainage separation shown in the hand marked up drawings M5W-ED-DG-0124 to M5W-ED-DG-0126 and sketch X-Section of Basin B15.23R attached in Appendix G

(C) Heathcote Road to Moorebank Avenue

Construct eastbound carriageway providing a two lane carriageway in accordance with the dimensions shown on figure 1.2.

No new construction work is to be carried out on the west bound carriageway except for linemarking, provision of pavement lane markers, emergency telephones including refuge, extension of stormwater drainage system to Georges River in accordance with RTA concept drawing no 6005.259.RC.2912 and adjustments due to construction of Heathcote Road Interchange.

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

For the M5 West Widening provision of a 3rd lane in the eastbound and westbound directions as shown in roadworks drawings M5W-ER-DG-0151 to M5W-ER-DG-0156, drainage drawings M5W-ED-DG-0011 to M5W-ED-DG-0018 and M5W-ED-DG-0151 to M5W-ED-DG-0157, and pavement drawings M5W-EP-DG-0011 to M5W-EP-DG-0012 and M5W-EP-DG-0126 to M5W-EP-DG-0129

attached in Appendix G

- (D) Full grade separated interchange with Fairford Road in accordance with RTA concept drawing no 2061.026.CD.0004 attached.

*Amended by
clause 3.2(b)(iii)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

For the M5 Motorway Duplication, adjust and complete the east facing ramps as required to link the M5 Motorway Duplication works with the existing Tollroad interchange and toll booths on east facing on-load and off-load ramps and any additional work on the interchange required as a consequence of adjustment or completion of these ramps.

- (E) Partial grade separated interchanges with:

Belmore Road (west facing ramps only) in accordance with drawing no F5/T107A attached.

*Amended by
clause 3.2(b)(iv)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

For the M5 Motorway Duplication, adjust and complete the Belmore Road ramps as required to link the four-lane dual carriageway with the existing Tollroad interchange and any additional work on the interchange required as a consequence of adjustment or completion of these ramps.

The River Road (west facing ramps only) in accordance with drawing no F5/T108A attached.

Henry Lawson Drive (west facing ramps only) in accordance with attached drawing no F5/T109/A and RTA drawing no 6005.026.CD.0001 being the concept cross section across the overbridge.

*Amended by
clause 2.2(a) of
the F-5 Tollroad
Project
Amendment
Deed (Tolled
Ramps and
Wattle Grove
Noise Barriers)*

Henry Lawson Drive (east facing ramps) in accordance with the review of environmental factors dated June 1994 and titled Construction and Operation of an East Bound On-Loading Ramp and a West-Bound Off-Loading Ramp for the M5 Motorway adjacent to Henry Lawson Drive, Milperra and toll

*dated 3
November 1994*

booths on each ramp.

Heathcote Road (east facing ramps and west facing on load ramp only) in accordance with attached drawing no F5/T109/A and RTA drawing no 6005.259.CD.0001 being the concept cross section across the overbridge.

*Amended by
clause 3.2(b)(v)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(EA) For the M5 Motorway Duplication convert the partial grade separated interchange at River Road into a full grade separated interchange with east facing on-load and off-load ramps, and toll booths on these east facing ramps, to link the four-lane dual carriageway with the existing Tollroad interchange and any additional work on the interchange required as a consequence of construction of these ramps.

(F) At grade intersection with King Georges Road in accordance with RTA concept drawing no 6005.078.CD.0001 (attached). The work on King Georges Road is limited to the area bounded by Zuttion Avenue in the south, Shorter Avenue in the north, existing kerb and gutter to the east and by the boundary of the land to the west. For the M5 Motorway Duplication, alter the King Georges Road intersection in accordance with the shaded area in the RTA drawing in Annexure A and any additional work on the intersection required as a consequence of this alteration including all work required to tie-in the ramps to King Georges Road.

*Amended by
clause 3.2(b)(vi)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(G) Moorebank Ave Interchange

(i) For Moorebank Avenue:

*Amended by
clause 3.2(b) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

Realignment of Moorebank Avenue with two (2) operating lanes both northbound and southbound, with a mountable median between carriageways and associated interface works as shown on drawing no. SC0186-C-112/113 between chainages 60 and 540.

9.

Provision of an embankment structure on the northbound approach to the bridge so that an additional lane in both directions may be constructed on the outside of the pavement configuration in the future (as shown on drawing no. SC0186-C-113);

Provision of an embankment structure on the southbound approach to the bridge so that an additional lane in both directions may be constructed on the outside of the pavement configuration in the future (as shown on drawing no. SC0186-C-112);

An additional two (2) lanes on Moorebank Avenue northbound turning right onto the Tollroad (allowing for traffic storage approximately 70 metres long, as shown on drawing no. SC0186-C-153);

An additional two (2) lanes on Moorebank Avenue southbound turning right onto the Tollroad (allowing for traffic storage approximately 100 metres long, as shown on drawing no. SC0186-C-153);

A deceleration lane on Moorebank Avenue northbound turning left onto the Tollroad on load ramp (as shown on drawing no. SC0186-C-153);

An acceleration lane on Moorebank Avenue northbound turning left from the Tollroad off load ramp;

A deceleration lane on Moorebank Avenue southbound turning left onto the Tollroad on load ramp (as shown on drawing no. SC0186-C-153); and

A lane that merges with the lanes on Moorebank Avenue southbound turning left from the Tollroad off load ramp (as shown on drawing no SC0186-C-153).

(ii) For Tollroad Ramps:

10.

A westbound off load ramp from the Tollroad (to Moorebank Avenue) being a single lane exit, widening to two (2) lanes to provide one (1) left and (1) right turn lane onto Moorebank Avenue (as shown on drawing no. SC0186-C-152/153);

An eastbound on load ramp to the Tollroad (from Moorebank Avenue northbound) being two (2) lanes wide tapering to one (1) lane entry onto the Tollroad (as shown on drawing no. SC0186-C-152/153);

A westbound on load ramp to the Tollroad (from Moorebank Avenue southbound) being two (2) lanes wide tapering to one (1) lane entry onto the Tollroad (as shown on drawing no. SC0186-C-153); and

An eastbound off load ramp from the Tollroad (to Moorebank Avenue) being a single lane exit, widening to three (3) lanes to provide one (1) left and two (2) right turn lanes onto Moorebank Avenue (as shown on drawing no. SC0186-C-153).

(H) Associated Works

(i) Lane Widening

An additional lane westbound on the Tollroad between the on load ramp from Heathcote Road and the proposed off load ramp to Moorebank Avenue, located on the outside of the pavement configuration as shown on drawing no. SC0186-C-152 approximately between chainages 21470 and 22590. This provides a total of three (3) lanes of traffic at the Moorebank Ave Interchange and Associated Works. During construction, in order to assist traffic operation at the existing intersection, a fourth lane is provided between chainages 22780 and 23300; and

11.

An additional lane eastbound on the Tollroad between the proposed on load ramp from Moorebank Avenue and the off load ramp to Heathcote Road outside of the pavement configuration as shown on drawing no SC0186-C-152 approximately between chainages 22560 and 21680. This provides a total of three (3) lanes of traffic at the Moorebank Ave Interchange and Associated Works. During construction, in order to assist traffic operation at the existing intersection, a fourth lane is provided between chainages 23300 and 22720.

(ii) Shoulder Works

Shoulder widening westbound on the Tollroad on the western side of the Moorebank Ave Interchange as shown on drawing no.'s SC0186-C-152 and SC0186-C-008 (Between chainages 22950 and 23290). This provides for three (3) lanes of traffic at the Moorebank Ave Interchange and Associated Works Completion Date and wide shoulder that will become a fourth lane during the construction; and

Shoulder widening eastbound on the Tollroad on the eastern side of the Moorebank Ave Interchange as shown on drawing no. SC0186-C-153/152 and SC0186-C-009 (Between chainages 22930 and 22720). This provides for three (3) lanes of traffic at the Moorebank Ave Interchange and Associated Works Completion Date and wide shoulder that, it is anticipated, will become a fourth lane during construction.

(iii) Maintenance Works

Repairs to the pavement surface, including concrete slab replacement, on

the Tollroad approximately between chainages 22660 and 23200.

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

(I) Georges River (West) Bridge to Camden Valley Way

(i) Georges River Bridge to Ch 26500 (East of Box Road Footbridge)

A widened carriageway to provide a 6 lane dual carriageway in accordance with drawings M5W-ER-DG-160 to M5W-ER-DG-0171

(ii) Ch 26500 (East of Box Road Footbridge) to Ch 28300 (South of Camden Valley Way)

The dual carriageway arrangements for the M5 Motorway, and the Beech Road ramp, Camden Valley Way ramp, and M7 ramp arrangements shown in sketch M5W-SK-EZ-0025

(3) Buildings

- (A) Administration control buildings, toll booths and maintenance depot as detailed in part 5 of this document and a Service Centre (if any) in accordance with clause 7.9 of the F-5 Tollroad Project Deed.
- (B) Portable toll booths (if any) on the east facing off load ramp to Fairford Road which must be of a similar general standard to the fixed toll booths specified in part 5.

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

(C) For the M5 West Widening a new OMCS Control Centre to meet the requirements of Appendix 47 attached in Appendix H.

(4) **Emergency telephones**

*Amended by
clause 3.2(c) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

*Amended by
clause 5.2 of the
M5 West
Widening Deed
dated on or
about 19 June
2012.*

*Amended by
clause 3.2(c) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

*Amended by
clause 3.2(d)(i)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

*Amended by
clause 3.2(d)(ii)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment*

An emergency telephone system compatible with and of a standard equivalent to that on other RTA urban freeways must be provided at locations shown on drawings F5/T102A to T106A inclusive, attached.

For the M5 Motorway Duplication, relocate the emergency telephones between Fairford Road and King Georges Road to either side of the dual carriageway.

For the M5 West Widening Replacement of the existing Motorist Emergency Telephone System (METS) must be replaced with units which do not have handsets and that are purpose designed and built, free standing roadside telephones. The METS telephones must be contained in weatherproof enclosures rated to IP65 to withstand the conditions normally expected for outdoor equipment.

For the Moorebank Ave Interchange and Associated Works, relocate the emergency telephones as shown on drawing no.'s SC0186-C-107 and SC0186-C-109 affected by the works, such relocation to be consistent with the technical standards referred to in Section 1.2 of this Scope of Works and Design Criteria.

(5) **Streetlighting**

Lighting must be provided at all on and off ramps ~~and on the cross street overbridges~~ , on the cross street overbridges, on toll plazas and approaches to toll plazas.

~~Lighting from the canopy oversailing the toll plaza collection area must be provided.~~

~~The approaches to the toll plaza must be illuminated to provide a light gradient for motorists and must be designed to ensure minimal disturbance to adjacent~~

*dated 30 June
1997*

~~residential areas.~~

*Amended by
clause 3.2(e)(i)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(6) **Fire mains**

~~Five fire hydrant risers must be:~~ Fire hydrants must be provided at the locations and according to the standard required by the relevant fire authority and

*Amended by
clause 3.2(d) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

(A) installed, or modified for the M5 Motorway Duplication works, or the Moorebank Ave Interchange and Associated Works, at longitudinal locations adjacent to residential areas;

(B) located transversely at or near the extremities of the Land; and

(C) readily accessible for use.

*Amended by
clause 3.2(f) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(7) **Median barrier**

For the M5 Motorway Duplication a continuous barrier must be provided in the median to prevent vehicles crossing between carriageways.

*Amended by
clause 3.2(e) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

For the Moorebank Ave Interchange and Associated Works, a barrier must be provided in the median to prevent vehicles crossing between carriageways as shown on drawing no.'s SC0186-C-109, SC0186-C-110 and SC0186-C-111.

*Amended by
clause 3.2(f) of
the M5 Tollroad
Project
Documentation
Deed of*

(8) **Roadside Furniture**

For the Moorebank Ave Interchange and Associated Works, the Company must provide items of roadside furniture such as fences, guardrails or

Amendment
dated 24 June
2002

other furniture to prevent either unlawful or
accidental access to the Moorebank Land.

(c) **Principal items of Ancillary Works**

The roadworks listed below include where applicable, fencing, drainage, erosion and sedimentation control, earthworks, pavement, landscaping, pavement marking and all related additional work required for the Ancillary Works.

Amended by
clause 3.2(g) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

This work is to be handed over to the relevant statutory bodies when it is completed and is subject to a ~~threetwelve~~ (312) month defects liability period.

(1) **Local roads**

(A) Provision of a service road between Carrington Street and Victoria Street (to be completed before Carrington Street is closed) in accordance with attached RTA drawing no 6005.026.RC.2911.

(B) Approaches to all Tollroad overbridges:

Belmore Road in accordance with drawing no F5/T107A;

Fairford Road (including widening to 6 lanes between Bryant Street and the existing widened pavement south of Gow Street) in accordance with RTA concept drawing no 2061.026.CD.0004 and any adjustments to Fairford Road required as a consequence of the M5 Motorway Duplication;

Gibson Avenue;

MacKenzie Street pedestrian bridge;

The River Road in accordance with drawing no F5/T108A and, for the M5 Motorway Duplication, the local road work marked by

Amended by
clause 3.2(g)(i)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997

Amended by
clause 3.2(g)(ii)
of the F-5

16.

*Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

dotted lines in that drawing including any adjustments to River Road required as a consequence of the M5 Motorway Duplication;

Beaconsfield Street;

Relocated Horsley Road in accordance with RTA drawing no 6005.026.RC.2908, sheet no 38;

Henry Lawson Drive in accordance with drawing no F5/T109/A; and

Heathcote Road in accordance with drawing no F5/T109/A.

- (C) Extension of Bransgrove Road to connect with the realigned Horsley Road in accordance with attached RTA drawing no 6005.026.RC.2908, sheet nos 38 to 42 (inclusive) and Bankstown Council's drawing C231 no 10.
- (D) Provision for truck access underneath the Tollroad on the eastern side of Salt Pan Creek Bridge to the satisfaction of Canterbury and Bankstown Councils.
- (E) Cul-de-sac termination of all severed local roads. The cul-de-sac at Prescott Road and Maetier Avenue, must be constructed in accordance with attached RTA drawing no 7000.026.RC.3207.
- (F) Widening of King Georges Road in accordance with RTA concept drawing no 6005.078.CD.0001 attached.

(G) For the Moorebank Ave Interchange and Associated Works, all interface adjustments required to affected Local Roads.

Amended by
clause 3.2(h) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

(H) For the M5 West Widening the provision of new street lighting infrastructure for the Queen Street and Nuwarra Road underpasses to a P10 category in accordance with AS/NZS 1158.3.1:1999.

(2) **Property adjustments**

All adjustments required to private property adjacent to existing roads which are affected by the Project due to any changes in the existing vertical or horizontal alignments (or both) of those roads.

Amended by clause 3.2(i) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

For the Moorebank Ave Interchange and Associated Works, all adjustments required to property adjacent to existing roads which are affected due to any changes in the existing vertical or horizontal alignments (or both) of those roads. This includes:

- (A) Demolition of any fences car parks or other structures as required;
- (B) All works necessary to adjust footpaths, open space, landscaped areas and other structures and relocate existing carpark to another approved location to the agreed satisfaction of the landowner and agreed by the RTA;
- (C) All adjustments to existing property drainage; and
- (D) All permanent arrangements to allow people and vehicles to access property directly affected by the Moorebank Ave Interchange and Associated Works.

(3) **Traffic signals**

- (A) Traffic signals must be provided at the King Georges Road/Tollroad intersection and at the intersection of on and off ramps with:

Belmore Road;

Fairford Road;

River Road;

Henry Lawson Drive; and

Heathcote Road.

*Amended by
clause 3.2(h)(i)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(B) The RTA, Taking into account all factors, including public safety, the RTA will operate the traffic signals at King Georges Road to facilitate, as much as is reasonably possible, the smooth flow of traffic on the M5 road system and wherever possible, will consult with the Company before adjusting the phasing of these traffic signals.

*Amended by
clause 3.2(h)(ii)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(C) Traffic signals must be changed as required by the M5 Motorway Duplication at the intersection of on and off ramps with:

Fairford Road; and

River Road.

(D) The Company must provide any temporary traffic signals or temporarily alter the existing traffic signals at the King Georges Road/Tollroad intersection as required throughout the construction of the M5 Motorway Duplication.

*Amended by
clause 3.2(j) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

(E) For the Moorebank Ave Interchange, traffic control signals must be provided at the Moorebank Ave/Tollroad intersection in a single diamond configuration (as shown on drawing no. SC0186-C-201).

(F) The Company must provide any temporary traffic signals or temporarily alter the existing traffic lights as required at the intersection of Moorebank Avenue and the Tollroad, throughout the construction of the Moorebank Ave Interchange and Associated Works except for traffic signals during the Lane Widening and Maintenance Works

which will be the responsibility of the RTA.

Amended by
clause 5.2 of the
M5 West
Widening Deed
dated on or
about 19 June
2012.

(4) Noise Walls

All noise walls for the M5 West Widening within the F5 Tollroad Lease Land constructed in accordance with the drawings M5W-0-DG-NW-0101 to M5W-0-DG-NW-0121, and M5W-0-DG-NW-0201 to M5W-0-DG-NW-0202 attached in Appendix G.

(5) OMCS

All OMCS infrastructure and systems for the M5 Motorway within the F5 Toll Road Lease Land identified in drawings M5W-IT-DG-0101 to M5W-IT-DG-0120 attached in Appendix G to the requirements of the M5 West Widening SWTC appendices attached in Appendix H.

(6) Landscaping

For the M5 West Widening, landscaping in accordance with Figures 4.1.1 to 4.1.24 and Figures 4.3.1 to 4.3.3 attached in Appendix G.

(d) **Utility service adjustments**

- (1) Utilities affected by the construction of the Project must be adjusted as required by the respective utility authorities at the cost of the Company.
- (2) If AGL elects to install a new gas main on the Land, the Company must allow AGL access to the Land to install the main, which must be located beyond the extremity of the tops of cut batters and toes of fill batters. All such work must be executed after the Company's construction work is complete in any particular area. AGL must reinstate any damage and pay the Company to provide duct crossings at on and off ramps to cross streets for AGL's use.

Amended by
clause 3.2(k) of
the M5 Tollroad
Project
Documentation

- (3) Utilities affected by the construction of the Moorebank Ave Interchange and Associated Works must be protected or adjusted and connected as required by the respective utility authorities at the

Deed of
Amendment
dated 24 June
2002

cost of the Company.

Amended by
clause 5.2 of the
M5 West
Widening Deed
dated on or
about 19 June
2012.

(4) Utilities affected by the construction of the M5 West Widening must be protected or adjusted and connected as required by the respective utility authorities at the cost of the Company.

(e) **Signs**

Signs on the Tollroad, Ancillary Works and local roads must be provided to RTA standards. Appropriate advisory signs must be erected on existing RTA and Council roads in the vicinity of the Project to indicate the availability and accessibility of the facility to the public.

(f) **Survey datum**

All survey levels must refer to Australian Height Datum (AHD). All Survey plan co-ordinates must refer to the Integrated Survey Grid.

Amended by
clause 3.2(l) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

(g) **Environmental Safeguards**

For the Moorebank Ave Interchange and Associated Works, environmental safeguards necessary to mitigate environmental impacts that might arise as a consequence of the construction and operation must be incorporated. This excludes special provisions for cyclists and noise attenuation structures. Local pedestrians and cyclists will be provided for on the overpass along Moorebank Avenue by provision of a combined pedestrian and cycleway along the eastern side of Moorebank Avenue.

(h) **Architectural & Landscape Design Elements**

For the Moorebank Ave Interchange and Associated Works, architectural and landscape design to a standard

equivalent to that which currently exists on Fairford Road must be incorporated.

(i) Temporary Works

For the Moorebank Ave Interchange and Associated Works, the following Temporary Works that must be provided included:

- (1) temporary measures necessary to meet the needs of all road and pathway users during all stages of construction;
- (2) temporary arrangements to divert and control traffic and to provide public amenity, security and safety during all stages of construction;
- (3) temporary arrangements for people and vehicles to access all property affected by construction;
- (4) environmental safeguards and measures necessary to mitigate environmental effects during construction;
- (5) cleaning, maintenance, repair, replacement and reinstatement, as required, of all areas occupied by the Company during construction;
- (6) temporary site facilities required for construction; and
- (7) temporary infrastructure installed or erected to undertake construction, including gantry access to the median strip of the Tollroad.

(j) Information Requirements

For the Moorebank Ave Interchange and Associated Works, reports and submissions that are required to be submitted by the Company to an Authority must, if requested, be simultaneously submitted to the RTA.

(k) Quality Assurance System & Independent Verifier

(1) Quality assurance system

For the Moorebank Ave Interchange and Associated Works, the Company must institute a quality

assurance system in accordance with the RTA Specification DCM Q7 (as listed in Appendix D) and AS/NZS ISO 9001 - 1994 "Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing".

The Company must nominate a person who is directly responsible to senior management and who has responsibility for ensuring that the requirements of the quality assurance system are implemented during design and construction. During design and construction, the RTA and the Independent Verifier must have full access to the quality assurance system for the monitoring purposes.

(2) Independent Verifier

For the Moorebank Ave Interchange and Associated Works, the Company will commission Independent Verifier(s) to:

- (A) verify the integrity and efficiency of the Company's quality system;
- (B) verify that the Design Documentation and the Moorebank Ave Interchange and Associated Works comply with the requirements of the Project Deed; and
- (C) ensure that non-compliance in any of the above will be rectified in accordance with a structured verifiable process, including reporting protocols.

(1) Environmental Management

(1) For the Moorebank Ave Interchange and Associated Works, the Company must develop, implement and maintain an Environmental Management System (EMS) which:

- (A) is in accordance with AS/NZS ISO 14000 series;
- (B) complies with the RTA Specification DCM G36 that is listed in Appendix D; and
- (C) complies with the Environmental Conditions

of Determination .

- (2) For the Moorebank Ave Interchange and Associated Works, the Company must provide a suitably qualified person to liaise with the RTA's environmental management representative.

(m) Occupation, Health, Safety and Rehabilitation

- (1) For the Moorebank Ave Interchange and Associated Works, the Company must ensure that its contractors incorporate occupational health, safety and rehabilitation principles; and

- (2) For the Moorebank Ave Interchange and Associated Works, the Company must provide a management site representative, known as the site safety representative, who has authority and responsibility for issues relating to occupational health, safety and rehabilitation.

(n) Local Industry Requirements

For the Moorebank Ave Interchange and Associated Works, the Company must consider NSW Government Purchasing policies and must ensure that its agents, consultants and others acting on its behalf give consideration to those policies, in so far as procurement processes are to favour local (Australia and New Zealand) goods and services.

(o) Training

For the Moorebank Ave Interchange and Associated Works, the Company must ensure that its contractors:

- (1) Comply with NSW Government Training Management Guidelines dated December 2000;
- (2) Meet statutory obligations relating to OHS&R training;
- (3) Provide induction on OHS&R for all employees and persons engaged on the construction including persons nominated by RTA which meets the requirements of the Construction Safety Amendment (Amenities and Training) Regulation 1998; and

(4) Provide induction on environmental systems for all personnel engaged on the construction.

(p) Community Consultation

For the Moorebank Ave Interchange and Associated Works, the Company must provide effective community consultation in accordance with the Environmental Conditions of Determination during the design and construction phases. In particular, the Company must be proactive in keeping the community informed of progress, significant milestones, design changes, changed traffic conditions and other matters which are of interest or concern to the community.

1.2 Technical standards

(a) Standards

*Amended by
clause 3.2(i) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

Except as otherwise specified, the design, construction, operation and maintenance of the Tollroad and the design and construction of all Ancillary Works must comply with the relevant Australian Standards. All roadworks design must conform to the relevant RTA publications (MR Form Series) and NAASRA Guides, as compiled in, and referred to in, "Road Design Reference Documents", RTA 1989 (attached) unless otherwise noted in these criteria.

The M5 Motorway Duplication must comply with the standards current at the time of commencement of those works, except where such compliance would require changes to the earthworks or would create an anomaly in modification of existing work in which case the original standards above will apply.

*Amended by
clause 3.2(m) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

The Moorebank Ave Interchange and Associated Works, as a minimum, must comply with the requirements of the RTA Specifications listed in Appendix D and Design Reference Documents listed in Appendix E. In particular, the Moorebank Ave Interchange and Associated Works must meet the standards of RTA and AUSTROADS publications and relevant Australian Standards. If suitable Australian Standards do not exist for the design of any element of the Moorebank Ave Interchange and Associated Works, the Company must use international standards that reflect world's best practice, subject to the written approval

of the RTA.

(b) **Application of standards**

*Amended by
clause 3.2(j) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

- (1) Reference to standards or specifications, including RTA standards or specifications for design and construction of the Project, means the latest edition of those standards or specifications available in September 1989, some of which are referred to in the "Roadwork Specifications Index" and "Bridge Work Specifications Index" (attached). With regard to the M5 Motorway Duplication references to standards or specifications are to those standards or specifications current at the time of commencement of those works, except where such compliance would require changes to the earthworks or would create an anomaly in modification of existing work in which case the original standards above will apply.

*Amended by
clause 3.2(n) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

For the Moorebank Ave Interchange and Associated Works, reference to standards or specifications are to those standards or specifications listed in Appendix D and Appendix E.

- (2) The Company must ensure that the works contemplated by these criteria are designed, constructed and maintained so as to be suitable for the purpose for which they are required. This involves, among other things, ensuring that the maintenance functions conform with the design and construction standards and specifications current at the time those functions are carried out. Nothing in this document in any way affects this general obligation of the Company.

(c) **Standard units**

Except as otherwise specified, SI units must be used in the Project and in all Drawings.

(d) **References in RTA Specifications**

*Amended by
clause 3.2(o) of
the M5 Tollroad*

For the Moorebank Ave Interchange and Associated

Project
Documentation
Deed of
Amendment
dated 24 June
2002

Works, any references in the RTA Specifications listed in Appendix D to:

- (1) "Australian Standards" or to "codes" refers to the publications of Standards Australia and, unless stated otherwise, to the most recent version of each publication.
- (2) "Contractor" must be read as a reference to the Company;
- (3) "Drawings" (or "drawings") must be read as a reference to drawings prepared by the Company's design consultants that have been verified by the Independent Verifier; and
- (4) "RTA's Representative" must be read as a reference to the RTA.

1.3 Provision for traffic

During the construction and maintenance of the Project the Company must make adequate provision for safe vehicular and pedestrian traffic at all times.

Part 2

Design criteria

2.1 Compliance

These criteria, where applicable, must be used in carrying out the design of the Project.

Headings used in the Scope of Works and Design Criteria may be used to differentiate between the criteria for the Tollroad and the Ancillary Works.

Amended by
clause 3.2(p) of
the M5 Tollroad
Project
Documentation
Deed of

For the Moorebank Ave Interchange and Associated Works, the design must:

- (a) be generally as shown on drawing nos. SC0186-C-106 to 114 inclusive; and

Amendment
dated 24 June
2002

(b) be fit for its intended purposes.

2.2 Classification

The Tollroad has a classification of a freeway as defined in AS1348.1, 1986.

2.3 Tollroad design parameters

(a) Vertical clearance

A minimum height clearance of 5.30m must be provided under all bridges over the Tollroad and bridges which carry the Tollroad over local roads.

(b) Design speed

Design speed must be 110km/hr except between King Georges Road and Salt Pan Creek where 100km/hr design speed is acceptable. For the M5 Motorway Duplication the design speed must be 110 km/hr, unless otherwise agreed between the Company and the RTA.

*Amended by
clause 3.2(k) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

Amended by
clause 3.2(q) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

For the Moorebank Ave Interchange and Associated Works, the design speed must be 110 km/hr on the Tollroad and 70km/hr on the Tollroad Ramps.

(c) Vertical alignment

Maximum 6% up and 8% down on Tollroad ramps in accordance with Table 7.3.3 of "Grade Separated Interchange Design Guide", NAASRA 1984 and a maximum of 4% on the Tollroad, except in the vicinity of 9.1km as shown on the attached drawing no F5/T102A where an instantaneous grade of 5% is acceptable.

Amended by
clause 3.2(r) of
the M5 Tollroad
Project
Documentation

For the Moorebank Ave Interchange and Associated Works, the vertical alignment on the Tollroad must comply with the RTA Road Design Guide as noted in Appendix E.

Deed of
Amendment
dated 24 June
2002

(d) **Horizontal alignment**

Amended by
clause 3.2(s) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

Horizontal radii must be 600m minimum. For the Moorebank Ave Interchange and Associated Works, the horizontal alignment on the Tollroad must comply with the RTA Road Design Guide as noted in Appendix E.

(e) **Noise attenuation**

Amended by
clause 2.3(e) of
the F-5 Tollroad
Project
Amendment
Deed (Tolled
Ramps and
Wattle Grove
Noise Barriers)
dated 3
November 1994

The RTA must ensure that noise barriers are constructed adjacent to the southern boundary of the Tollroad at Holsworthy, in accordance with the:

- (i) Review of Environmental Factors: Wattle Grove Development Provision of Noise Barriers Adjacent to M5 Motorway dated April 1994; and
- (ii) letter from Kerry Robinson (Wattle Grove Development) to Peter Sansom (RTA) dated 7 April 1994.

The Company must provide barriers with heights as set out in Appendix A. The locations of barrier height changes will be determined in consultation with the RTA having regard to the location of adjacent residences relative to the barriers.

If the level of the finished road surface varies from the levels shown on the drawings included in the Scope of Works and Design Criteria, the Company must adjust the heights of barriers specified in Appendix A to provide equivalent noise reduction capability to that which existed with the finished road surface levels shown on the drawings.

Amended by
clause 3.2(l)(##l)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997

Subject to the F-5 Tollroad Project Works Commitment and Novation Deed, for the M5 Motorway Duplication the Company must provide barriers in accordance with the Environmental Determination.

*Amended by
clause 3.2(l)(ii)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

Open grade asphaltic concrete must be laid on the pavement surface of the Tollroad and dense grade asphaltic concrete must be laid on the pavement surface of the ramps.

Open grade asphaltic concrete, or other pavement material with similar or better noise reduction characteristics as agreed between the Company and the RTA, must be laid on the pavement surface of the M5 Motorway Duplication except on areas which are subject to high braking.

*Amended by
clause 3.2(t) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

For the Moorebank Ave Interchange and Associated Works, noise attenuation structures on the Tollroad have been excluded from the Company's scope of works.

(f) **Design life**

The minimum design life of the Tollroad must be:

- (1) for bridge structures, 100 years;
- (2) for major mechanical and electrical items, 20 years;
- (3) for pavements, a total of 40 years; ~~and~~

*Amended by
clause 3.2(m)(i)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

- (4) for road surface, ~~10 years~~; 10 years; and

*Amended by
clause 3.2(m)(ii)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

- (5) for pavement for the M5 Motorway Duplication, 20 years.

*Amended by
clause 3.2(m)(ii)
of the F-5*

*Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

*Amended by
clause 3.2(u) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

(6) For the Moorebank Ave Interchange and Associated Works, the following additional minimum design life requirements will apply:

(A) inaccessible drainage elements, 100 years;

(B) sign support structures and other roadside furniture, 40 years; and

(C) retaining walls including reinforced soil walls, 100 years.

(g) Compatibility with the existing road system

The following facilities must be designed in such a way that the operation of the Tollroad is compatible with freeways in the Sydney metropolitan area:

- (1) signposting;
- (2) linemarking;
- (3) traffic controls and lane signing;
- (4) maintenance, sweeping and cleaning spillages;
- (5) breakdown services; and
- (6) emergency telephones.

2.4 Local road design parameters

(a) Vertical clearance

A minimum height clearance of 5.3m must be provided for all bridges under and over the Tollway.

(b) Vertical alignment

Maximum grade of 8%, except on the realigned Horsley Road where a grade of 9% is acceptable as shown on RTA

drawing no 6005.026.RC.2908, sheet no 38.

Amended by
clause 3.2(v) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

For the Moorebank Ave Interchange and Associated Works, the vertical alignment for stopping sight distance on Local Roads must comply with the RTA Road Design Guide as noted in Appendix E.

(c) **Design speed**

(1) A design speed of 80km/h must be adopted for:

- (A) King Georges Road;
- (B) Fairford Road;
- (C) Henry Lawson Drive;
- (D) Heathcote Road; and
- (E) Belmore Road.

(2) A design speed of 60km/h must be adopted for:

- (A) Bonds Road;
- (B) Gibson Avenue;
- (C) River Road;
- (D) Queen Street;
- (E) Beaconsfield Street;
- (F) Nuwarra Road;
- (G) Penshurst Street; and
- (H) Horsley Road.

Amended by
clause 3.2(w) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June

(3) For the Moorebank Ave Interchange and Associated Works, the design speed for Local Roads must be 70 km/hr.

2002

2.5 Reference standards

(a) General

The Project must be a practical engineering undertaking meeting all reasonable engineering standards of safety and durability in accordance with these criteria, Australian Standards, current RTA publications and, where no relevant Australian Standards exist, the relevant standards of the following organisations must be used:

- (1) AASHTO American Association of State Highway and Transportation Officials;
- (2) ACI American Concrete Institute;
- (3) ANSI American National Standards Institute;
- (4) API American Petroleum Institute;
- (5) ASA American Standard Association;
- (6) ASTM American Society of Testing Materials;
- (7) AWS American Welding Society;
- (8) AWWA American Water Works Association;
- (9) BSI British Standards;
- (10) CEP European Concrete Committee;
- (11) CIE International Commission on Lighting;
- (12) NACE National Association of Corrosion Engineers (USA);
- (13) NEC National Electrical Code (USA);
- (14) NEMA National Electrical Manufacturers Association (USA);
- (15) NESC National Electrical Safety Code (USA);
- (16) NFPA National Fire Protection Association (USA);

- (17) USAS United States of America Standards;
- (18) USBR US Bureau of Reclamation;
- (19) USFS United States Federal Specifications

(b) Order of precedence

The following order of precedence applies in the event of any inconsistency, ambiguity or discrepancy between the various standards:

- (1) any specific provision in these criteria;
- (2) RTA publications;
- (3) NAASRA (currently, AUSTRROADS);
- (4) Australian Standards; and
- (5) Others.

(c) Project engineering standards for roadworks

Subject in clause 1.2(b), the following design elements must be in accordance with the relevant requirements stated below.

(1) Road design

- (A) Guide to the Geometric Design of Rural Roads, AUSTRROADS 1989 and, for the M5 Motorway Duplication, Guide to the Geometric Design of Rural Roads, 1993;

*Amended by
clause
3.2(n)(i)(A) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

- (B) Guide to Traffic Engineering Practice, Intersections at Grade, Part 5 NAASRA 1988 and, for the M5 Motorway Duplication, Guide to Traffic Engineering Practice - Intersections at Grade, 1991;

*Amended by
clause
3.2(n)(i)(B) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

- (C) Guide Policy for Geometric Design of Freeways and Expressways, NAASRA 1976;
- (D) Grade Separated Interchanges (A Design Guide), NAASRA 1984;
- (E) Guide Policy for Geometric Design of Major Urban Roads, NAASRA 1976;
- (F) Highway Capacity Manual (Special Report 209) Transportation Research Board, National Research Council, Washington DC 1985 and, for the M5 Motorway Duplication, Highway Capacity Manual (Special Report 209) Transportation Research Board, National Research Council, Washington DC 1994; and
- (G) Road Design Reference Documents, RTA 1989 and, for the M5 Motorway Duplication, Road Design Guide, as of December 1996.
- (H) For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E. The design is to cater for turning movements of a B double truck.

*Amended by
clause
3.2(n)(i)(C) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

*Amended by
clause
3.2(n)(i)(D) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

*Amended by
clause 3.2(x) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

(2) **Stormwater drainage design**

- (A) Drainage of Wide Flat pavements, NAASRA 1974;
- (B) Australian Rainfall And Runoff, Flood Analysis And Design, The Institution of Engineers Australia 1987;
- (C) Model Analysis to Determine Hydraulic Capacities of Kerb Inlets and Gully Pit

Gratings, DMR NSW 1979;

- (D) MR Form No 25A, Design Instructions for the Installation of Standard Concrete Pipe Culverts and Drains, DMR NSW 1978;
- (E) Standard Drawing SD 6295 (Design Aid Chart) Pipe Class and Installation Conditions for Given Height of Fill and Pipe Diameter;
~~and~~

Amended by clause 3.2(n)(ii)(A) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997

Amended by clause 3.2(n)(ii)(B) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997

Amended by clause 3.2(y) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

Amended by clause 3.2(n)(ii)(C) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997

Amended by clause 3.2(n)(ii)(D) of the F-5 Tollroad Project Documentation Deed of

(EA) for the M5 Motorway Duplication the documents in clauses (D) and (E) above are replaced by Concrete Pipe Selection and Installation - 1990, Concrete Pipe Association and Stormwater Drainage Design Concrete Pipe Installations, RTA Technical Direction 91/19;

(EB) for the Moorebank Ave Interchange and Associated Works the documents in clauses (D) and (E) above are replaced by, the Concrete Pipe Association's "Concrete Pipe Selection and Installation" guide, relevant specifications listed in Appendix D and relevant documents listed in Appendix E;

(F) Applicable Australian Standards where other than concrete pipes and culverts are used;
and

(G) Notwithstanding anything to the contrary in this document, for the M5 Motorway Duplication the Company may incorporate the following into drainage works:

36.

*Amendment
dated 30 June
1997*

- galvanised metal batter drains
- PVC stormwater pipes in sediment/pollutant trap outlet structures
- sediment traps to be as per Road Design Guide, Part 8 "Erosion and Sedimentation Control" as of December 1996.
- flush jointed concrete drainage pipes where the hydraulic head is not greater than 1.5 metres.

The major stormwater drainage structures must be designed to accommodate, at a minimum, a 1 in 100 year flood or such greater requirement of any local council, the Water Board or any other relevant Authority at the time those structures are designed.

*Amended by
clause 3.2(z) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

(H) For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E. In particular, the drainage design is to be in accordance with RTA Standards, Australian Rainfall Runoff (ARR) 1987 and the requirements of all relevant Authorities. The stormwater drainage system is to be designed for a 1 in 100 year ARI (Average Recurrence Interval). Approval of the drainage design must be obtained from relevant Authorities. For all drainage design, the storm modelled must be the one producing the largest peak discharge.

With respect to Surface Drainage, a 1 in 100 year ARI is to be modelled using DRAINS or ILSAX computer programs to ensure nuisance flooding is avoided. Subject to this analysis, drainage of the pavement and footway surfaces is to be designed for a 1 in 5 year ARI. Concentrations of water and long surface drainage paths on pavement

37.

superelevation transition areas must be prevented.

The maximum intrusion of flow into any traffic lanes for the adopted design event is:

Median Lane: : 1.0m;

Outer Lane : 1.0m when the lane is used for through traffic at any time of day;

: 1.5m when bicycle provision is made; and

: 2.0 m when parking is permitted at all times.

With respect to the preparation of catchment drawings, the following must be shown:

Catchment areas, pervious and impervious percentages, coefficients of runoff, overland flow times, extent of proposed work and existing and design contours, pits and pipes.

(3) **Sub-pavement drainage design**

Design of sub-pavement drainage for Major Roadworks (Design Instruction) Road Design Engineer, May 1984. For the M5 Motorway Duplication, this design instruction as revised at the time of design and narrow rectangular type subsoil drains may be used.

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E. With respect to Drainage Pipe design, the following criteria must be adopted:

(A) reinforced concrete pipes to AS1342, fibre reinforce concrete pipes to AS4139, and metal pipes to AS1761;

Amended by clause 3.2(n)(iii) of the F-5 Tollroad Project Deed of Amendment dated 30 June 1997

Amended by clause 3.2(aa) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

- (B) the class of concrete pipe and its type of installation must be designed in accordance with the Concrete Pipe Association's "Concrete Pipe Selection and Installation" guide. The use of HS3 type installation as defined in that guide is the minimum permitted;
- (C) reinforced concrete pipes and fibre reinforced concrete pipes must be spigot and socket types with a rubber ring seal;
- (D) the minimum pipe size is 375 mm; and
- (E) the depth of drainage pipes must provide for connection of subsoil drainage systems.

(4) Traffic signal design

Manual of Traffic Signal Practice, DMR NSW 1982 as amended to September 1989 and, for the M5 Motorway Duplication, Traffic Signal Practice, DMR NSW 1992

Amended by clause 3.2(n)(iv) of the F-5 Tollroad Project Deed of Amendment dated 30 June 1997

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

Amended by clause 3.2(bb) of the M5 Tollroad Project Deed of Amendment dated 24 June 2002

(5) Traffic sign design

Interim Guide to Signs and Markings, DMR NSW 1981 as amended to September 1989 1986

Amended by clause 3.2(n)(v) of the F-5 Tollroad Project Deed of Amendment dated 30 June 1997

For the Moorebank Ave Interchange and Associated

Amended by

clause 3.2(cc) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E. Signposting must be appropriate to the climatic, lighting and traffic conditions that could reasonably be expected. The Company must provide:

- (A) Regulatory signs;
- (B) Legibility of the posted speeds of the road taking into account the possible range of climatic conditions;
- (C) Signs associated with warning speed zones, place names, feature names and appropriate symbols;
- (D) Advice to motorists of progressive information (particularly at the Tollroad/Moorebank Ave Interchange) and reassurance about the route selected;
- (E) Signs associated with alternative routes;
- (F) Supporting structures must satisfy the requirements of test 3-60 of NCHRP350 (a reference document produced by the American Traffic Safety Services Association). If structures are not designed to collapse, protection must be provided in accordance with part 6 of the RTA Road Design Guide; and
- (G) Warning to motorists advising of the tolled route sufficiently early to allow diversion onto the surface road network.

(6) Pavement design

- (A) Pavement Design of the Tollroad must be in accordance with MR Form 76, Supplement to the NAASRA Guide to the Structural Design of Road Pavements and, as an additional and separate obligation, must comply with all other relevant requirements of these criteria.

For the M5 Motorway Duplication

*Amended by
clause
3.2(n)(vi)(A) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

specifically, pavement design criteria will be as for the remainder of the Tollroad, except CBR values will be based on 10 day soak and shoulders will be subject to a lesser design loading to RTA approval.

*Amended by
clause
3.2(n)(vi)(B) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(AA) M5 Motorway Duplication pavements (including ramp pavements) must be designed for twenty year life with rehabilitation during the Concession Period to achieve an ultimate forty year design life. Open grade wearing course will have a seven year design life.

(B) Local council roads must be designed in accordance with council requirements.

(C) On a subgrade with design CBR of 5% the pavement design for King Georges Road, Henry Lawson Drive and Heathcote Road must be 250mm asphaltic concrete base and 150mm 5Mpa rolled concrete sub base. The 250mm AC base must consist of:

0 - 30 mm	:	AC 10 DG;
30 - 100 mm	:	AC 20 DG;
100 - 250 mm	:	AC 28 DG, compacted in two lifts.

(D) The pavement design for Fairford Road must be:

For the section north of the Fairford Road overbridge:

200mm 30Mpa plain unreinforced concrete base; and

150mm 5Mpa concrete sub base.

For the section south of the Fairford Road overbridge:

300mm 30Mpa plain unreinforced

41.

concrete base; and

150mm 5Mpa concrete sub base.

*Amended by
clause
3.2(n)(vi)(C) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

*Amended by
clause 3.2(dd) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

(E) For the M5 Motorway Duplication these pavement design requirements may be varied by written approval of the RTA.

(F) For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E must be complied with. For the purposes of pavement design, the following documents are listed in order of precedence:

- (i) RTA Technical Directions: 96/15 dated 24 January 1997 and 2000/7 dated 19 May 2000 titled "Pavements - Additions/ Amendments to RTA Form 76";
- (ii) RTA Technical directions: 99/7 dated 2 July 1999, titled "Treatment of Moisture in Cuttings";
- (iii) CIRCLY - Geomechanics Computer Program Version 4.0 or later version;
- (iv) RTA Form 76 (1992), supplement to AUSTRROADS Guide to the Structural Design of Road Pavements;
- (v) RTA Concrete Pavement Manual Design and Construction Edition 2 (1991); and
- (vi) AUSTRROADS (1992) A Guide to the Structural Design of Road Pavements.

The design traffic must, as a minimum, be consistent with the MWT (Sydney Strategic

Road Network Model (1999-2016)) and the IMIS Final Report "Traffic Forecasts: 2001 Update" dated 9 August 2001.

- (G) For the Moorebank Ave Interchange and Associated Works (Lane Widening only), the minimum criteria to be used in the pavement design are as follows:
- (i) The structural pavement must be deep strength asphalt over lean mix concrete sub-base;
 - (ii) The minimum structural asphalt thickness must be 175mm and the minimum lean mix concrete thickness must be 150mm;
 - (iii) The structural pavements must be provided with a dense grade asphaltic concrete wearing course with a minimum thickness of 40mm. For the purposes of pavement design, the wearing course shall not be considered as contributing to the structural pavement thickness;
 - (iv) A selected material zone (with minimum 300mm thickness, with CBR (California Bearing Ratio) >10% and with top 150mm modified by 2% by mass hydrated lime or other acceptable stabilising agent) must be provided. In wet cuttings a free draining rock layer as shown in Figure 2 of Technical Directions 99/7 is to be provided with minimum permeability of 600m/day equivalent for unbound material and 2000m/day equivalent for bound materials when tested in accordance with Draft AS1289 part 6.7.2. Unbound and bound drainage layers must have design grading to minimise segregation and must have separation layer at their upper surfaces to avoid contamination during

43.

construction;

(v) The design traffic reliability factor to be used is 3;

(vi) Where existing pavements are sound, tie-ins may be achieved by asphalt overlays where level adjustments allow provided subsurface drainage is provided at interfaces between different pavement configurations;

(vii) Where Local Roads are to be resurfaced, the asphaltic concrete wearing course is to have a minimum thickness of 40mm;

(viii) Other than the ramp pavements, the fourth lane or the concrete in the fourth lane westbound, the minimum constructed thickness of the total structural pavement at any location must exceed the design thickness by a minimum of 10 mm to accommodate reductions in pavement thickness caused by future replacement of the wearing surface; and

(ix) Pavement performance must be assessed using the following performance measures: rutting, roughness and skid resistance.

(H) For the Associated Works (Shoulder Widening and Maintenance Works only), the minimum criteria to be used in the pavement design and repair are that:

(i) The pavement must be reinforced concrete ;

(ii) Load Safety Factor to be used is 1.1;

(iii) Except as provided in (iv) below, a sub-base of lean mix concrete must be provided with a minimum thickness of 150mm;

44.

(iv) A base of reinforced concrete must be provided with a minimum thickness of 220mm;

(v) The sub-base may also be no fines concrete with a minimum design thickness of 220mm. An AC10 interlayer of minimum thickness of 25mm must be provided between the sub-base and the base; and

(vi) Pavement performance must be assessed using the following performance measure: rutting, roughness and skid resistance.

(7) Guardfence design

*Amended by
clause 3.2(n)(vi)
of the F-5
Tollroad Project
Documentation
Deed of
Amendment
dated 30 June
1997*

MR Form No 246, Warrant for the Use of Guard Fences, DMR NSW 1972 and, for the M5 Motorway Duplication, Model Specification R132, Section 6 of the Road Design Guide "Safety Barriers for Roads and Bridges" May 1996, and RTA Circular 96/6 of May 1996 "Guidelines for the application of wire rope safety fences.

*Amended by
clause 3.2(ee) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

(8) Streetlighting design

Must be in accordance with the relevant Electricity Authority's requirements and relevant Australian Standards.

*Amended by
clause (ff) of the
M5 Tollroad*

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in

Project
Documentation
Deed of
Amendment
dated 24 June
2002

Appendix D and the relevant Reference Documents listed in Appendix E. In particular:

- (A) Lighting must be provided to Local Roads and to all other areas accessible by the public, which are affected by the Moorebank Ave Interchange and Associated Works;
- (B) Local Road lighting must be compatible with existing lighting systems on adjacent roadways, walkways and public spaces;
- (C) Where existing street lighting is modified, the final lighting must not result in a standard of lighting less than that existing prior to the modifications;
- (D) Underpass lighting must comply with CIE88 Technical Report Guide for the Lighting of Road Tunnels and Underpasses. Light fittings must be vandal proof; and
- (E) Lighting must be in accordance with AS1158 "Code of Practice for Public Lighting", Category C2, and RTA Specification DCM 151 along all pedestrian/cycle paths and pedestrian underpasses.

(9) **Landscaping design**

Must be to the standard in the Environmental Impact Determination.

Amended by
clause 3.2(gg) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

Amended by
clause 3.2(hh) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

(10) Joints

For the Moorebank Ave Interchange and Associated Works:

- (A) The surface of structural joints in carriageways or ramps must not deviate by more than 3mm when measured from a 3m straight edge. This includes the surface seals and cover plates. The actual joint must be selected to minimise noise generated by vehicles traversing the joint; and
- (B) Surface structural joints must not present a hazard to any road users including pedal cyclists and motorcyclists.

(11) Traffic safety design

For the Moorebank Ave Interchange and Associated Works:

- (A) Provision must be made for the safe movement of all road users at all times;
- (B) The Company's use and care of Local Roads must be approved by the relevant Authority;
- (C) As a minimum, all traffic management must comply with the Environmental Conditions of Determination and RTA Specification DCM G10, traffic management practices set out in relevant Australian Standards and the RTA publication titled Traffic Control at Worksites;
- (D) Work practices and equipment must provide for the safe passage of all road users, including pedestrians and pedal cyclists, at all times;
- (E) The Company must define the traffic and safety management responsibilities of all

relevant construction and maintenance staff in regard to all aspects of construction and maintenance; and

(F) The Company must obtain approval from RTA's Transport Management Centre and relevant Authorities prior to implementing any traffic adjustments or interruption.

(d) **Bridgeworks**

(1) **Design**

Amended by clause 3.2(o)(iii) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997

The bridges must be designed in accordance with NAASRA Bridge Design Specification, 1976 and amendments and, for the M5 Motorway Duplication, Australian Bridge Design Code -- 1992. The minimum 28 day compressive strength of concrete in any bridge or part thereof must be 30MPa and the minimum height of pedestrian barriers must be not less than 1,100mm. Unbonded tendons must not be used.

Amended by clause 3.2(ii) of the M5 Tollroad Project Documentation Deed of Amendment dated

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E. The Company must design structures to comply with the Australian Bridge Design Code and other relevant Australian Standards and Codes and the RTA Bridge Policy Manual. Appendix F provides guidelines for the application of the Australian Bridge Design Code.

For the Moorebank Ave Interchange and Associated Works, the Structural support for all carriageways, ramps and roads is to be designed for the SM 1600 loading of Australian Standard AS 5100, Bridge Design.

(2) **Piles**

(A) Where driven steel piles are located permanently in free water, the pile zone located in the water must be encased in reinforced concrete to a minimum depth of 1.5 metres below the mud line. The encasement is to provide 180mm minimum

cover over the steel section and the crack control reinforcement around the steel section is to have 75mm cover to the reinforcement.

- (B) Where driven steel piles are proposed, a minimum of 2 sample holes at least 3m apart are to be excavated at each abutment and pier location. Samples of soil and groundwater taken at each of these holes are to be analysed and driven steel piles must not be used at any location where the pH values lie outside the range of 5.0 to 9.0, unless the steel piles are encased in reinforced concrete (as required by clause 2.5(d)(2)(A) above) for their complete length.
- (C) Steel piles must be encased in reinforced concrete, as required by clause 2.5(d)(2)(A) above, to a minimum depth of 1.5m into undisturbed soil and for their complete length within placed soil.

(D) For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

Amended by
clause 3.2(jj) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

(3) Reinforced concrete approach slabs

Bridges must be provided with adequately designed and suitably proportioned approach slabs at each bridge abutment. One end must be supported by the bridge to prevent earth settlement next to the bridge.

The following requirements apply for composite steel girder and concrete deck bridges:

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E. Carriageway and ramp support structures with flexible pavement or plain concrete pavement in the approaches must be

Amended by
clause 3.2(kk) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment

dated 24 June
2002

provided with adequately designed and suitably proportioned approach slabs (with a minimum length of 5 metres) to prevent settlement of the road surface adjacent to the structure. One end of the approach slab must be fixed to the roadway support structure.

*Amended by
clause
3.2(o)(ii)(A) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

(4) **Provision of longitudinal reinforcement**

(A) The NAASRA BDS 1976, section 7, clause 7.7.2.3, requires the longitudinal reinforcement in the deck to be sufficient to counteract the effects of temperature differential and concrete shrinkage. For the M5 Motorway Duplication, the Australian Bridge Design Code 1992 is applicable. The effects of live load for both local (distribution reinforcement) and global effects also need to be considered, as does the effect of creep in relieving the shrinkage stresses.

(B) Irrespective of the results of the above analysis, the following minimum area of reinforcement is to be included when detailing the longitudinal reinforcement in the sagging moment regions:

Simply supported spans - 1,000 mm²/m in each face;

Continuous spans - 1,500 mm²/m in each face.

(C) The above requirements are equivalent to size 16 bars at 200 mm centres and size 20 bars at 200 mm centres respectively, using structural grade deformed bars.

(D) The minimum requirements do not apply to the hogging moment region of continuous spans, where the hogging moment resulting from the live load will be significant but will vary depending on the span arrangement. Assuming the current practice of providing stud welded shear connectors in the hogging moment regions, the reinforcement required

*Amended by
clause
3.2(o)(ii)(B) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

will depend on the hogging live load moment developed as well as the effects of shrinkage and temperature. However, additional reinforcement will normally be required to that required for the sagging moment regions to meet requirements (in particular for crack width) of the NAASRA BDS or, for the M5 Motorway Duplication, the Australian Bridge Design Code 1992.

Amended by clause 3.2(ll) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

(E) For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

(5) **Splices**

Welded splices must be used to connect main longitudinal steel members.

Amended by clause 3.2(mmm) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

(6) **Painting**

The painting system must be as follows:

(A) Surface preparation

Abrasive blast cleaned to AS 1627.4, class 3;

Surface grit blasted;

Surface profile height: 25 to 65 microns.

(B) Materials

Inorganic zinc primer: a two pack solvent based inorganic zinc silicate primer

51.

conforming to AS 2105 Type 4 and GPC-C-29/8A;

Organic zinc primer: a two pack zinc rich polyamide cured epoxy primer conforming to GPC-C-29/16;

MIO epoxy: a two pack micaceous iron oxide pigmented polyamide cured epoxy coating conforming to GPC-C-29/7.

(C) Paint coatings

Coating no	Paint	Minimum dry film thickness (microns)
1	Inorganic zinc primer	75
2	MIO epoxy	125
3	MIO epoxy	<u>125</u>
		Total 325

(D) Colours of MIO epoxy coatings

1st Coat: "DMR Bridge Grey Intermediate";
2nd Coat: "DMR Bridge Grey Finish".

(E) Repairs

Organic zinc rich primer may be used in lieu of inorganic zinc primer for repair of scratched and slightly damaged areas of the inorganic zinc prime coat.

Amended by clause 3.2(nn) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

(F) For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

(7) Gantry

Amended by clause 3.2(oo) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

A three (3) man mobile gantry must be fabricated for attachment to the underside of the bridge deck to permit inspection and repainting of the steelwork.

There is no gantry for the Moorebank Ave Interchange and Associated Works.

(8) Protective Screens

Amended by clause 3.2(pp) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

For the Moorebank Ave Interchange and Associated Works, protective screens must be fitted to the bridge in accordance with RTA specifications.

(e) Erosion control

Amended by clause 3.2(p) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997

Erosion control measures must comply with State Pollution Control Commission requirements, the Soil Conservation Service of NSW and the RTA publication on Erosion and Sedimentation, April 1989. For the M5 Motorway Duplication the RTA publication is replaced by the Road Design Guide Section 8 - Erosion and Sedimentation 1993.

Amended by clause 3.2(qq) of the M5 Tollroad Project Documentation Deed of Amendment

For the Moorebank Ave Interchange and Associated Works, the relevant Specifications listed in Appendix D and the relevant Reference Documents listed in Appendix E.

dated 24 June
2002

(f) **Building structures**

Building structures must be designed in accordance with the relevant SAA codes, Ordinance 70 (under the Local Government Act 1919 NSW)) and good Australian engineering practice.

Amended by
clause 3.2(rr) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

(g) **Roadside Features**

For the Moorebank Ave Interchange and Associated Works:

- (1) The roadside areas must comply with the requirements of parts 3.6 and 3.7 of the Road Design Guide, June 1999;
- (2) Roadside furniture must be positioned in a way which is compatible with other sections of the surrounding road network;
- (3) Median barriers must be used in road and bridge medians on the carriageways. Design sight distance must be provided;
- (4) Unprotected ends of concrete barriers and railings, bridge piers and other non-frangible objects, including trees (when mature), must be non-frangible;
- (5) No roadside furniture is to be placed within the roadway shoulder. Road verges must be kept as free of furniture as possible;
- (6) Any furniture within the design clear zone (refer to section 3.7 of the Road Design Guide) that does not collapse on impact must be protected using a safety barrier, which must be designed for impact from a passenger car travelling at the relevant design speed at a departure angle from the road of 2.9°;

- (7) Batters or walls of cuttings are to be shaped and constructed to provide either a clear zone run-off area, a rigid safety barrier, or features that emulate a rigid safety barrier;
- (8) Bridge piers will only be permitted in the clear zone if they incorporate an appropriate safety barrier;
- (9) Safety barriers must follow practices detailed in section 6 of the RTA Road Design Guide; and
- (10) Fencing is to be installed on both sides of the bridge to ensure that safety requirements are met.

(h) Durability (for Moorebank Ave Interchange and Associated Works)

(1) General

Durability standards and guidelines for the various materials and components used in all permanent structures must be in accordance with the RTA Bridge Policy Manual, the requirements of RTA Specification DCM B80 and Australian Bridge Design Code and amendments and the additional requirements in section 2.5(h)(2) of this Scope of Work and Design Criteria.

(2) Additional Requirements

- (A) Structures must be designed to readily enable items such as bearings (except elastomeric strip bearings conforming to RTA Specification DCM B280), expansion joint seals, railings and drains to be maintained or replaced. Structures must be designed to enable all steel coatings to be maintained.
- (B) Where an item is not readily accessible for maintenance or replacement, it must be designed so that it will function for the life of the structure without maintenance.
- (C) The durability standards for reinforcement which incorporate soil reinforcement techniques must meet or exceed the requirements of RTA Specification DCM R58.

(D) Exposed steelwork must be either of suitable grade to resist corrosion, or be protected by a high grade protective coating having a minimum maintenance free life of 15 years. At the end of that maintenance free life, the coating must remain soundly adhered to the steel substrate and must be suitable for overcoating without removal. Lead based coatings, chlorinated rubber based coatings and alkaloid based coatings must not be used. The re-coating must have a minimum maintenance life of 15 years.

(E) Epoxy coated reinforcement must not be used.

(F) For concrete structures:

Dense, durable high strength concrete must be used. The minimum strength concrete to be used must be 32 MPa, except for blinding, mass and unreinforced concrete. In areas of severe exposure (equal to or exceeding Australian Bridge Design Code classification B2), blended cements must be used.

Concrete mix design must include design for the prevention of the deleterious effects of erosion, delayed ettringite attack, acid attack and sulphate attack as applicable.

Special measures must be taken to minimise the possible deleterious effects of heat or hydration in thick concrete sections, including for example, the use of blended cements, cooling the concrete during curing, insulated forms and/or the use of larger aggregates.

Part 3

Site investigations and surveys

3.1 Site investigations and surveys

The Company must undertake all site investigations and surveys required for the planning, design, construction and operation of the Project in accordance with AS 1726 SAA Site Investigation Code.

Amended by
clause 3.2(ss) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

For the Moorebank Ave Interchange and Associated Works,
geotechnical studies must:

- (a) be sufficient to identify and provide all the information required to design, construct and maintain each new structure and to preserve and protect existing structures;
- (b) encompass the structural adequacy, long term deformation and durability of the structure; and
- (c) estimate the in-situ ground movement, structural movement and groundwater movement.

3.2 Reports

The Company must provide to the RTA no later than Completion a detailed report of site investigations undertaken in accordance with this clause.

Part 4

Construction

4.1 General requirements

(a) Standards of materials and workmanship

Amended by
clause 3.2(q) of
the F-5 Tollroad
Project
Documentation

Construction methods, materials and workmanship must comply with the accepted standards specified by current Australian Standards and the RTA Technical Specifications available in September 1989 and, for the M5 Motorway

*Deed of
Amendment
dated 30 June
1997*

Duplication, those available in June 1997.

*Amended by
clause 3.2(tt) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

For the Moorebank Ave Interchange and Associated Works, construction methods, materials and workmanship must comply with the relevant Specifications listed in Appendix D, relevant Reference Documents listed in Appendix E, and current Australian Standards.

(b) **Quality of material**

Only materials of high quality, free from defects and imperfections, unused and of recent manufacture and workmanship of high quality, in accordance with current practice, may be used in the Project.

4.2 **Quality assurance**

*Amended by
clause 3.2(r) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

- (a) The Company must institute a quality assurance system in accordance with Category B, Australian Standard AS2990-1987 "Quality Systems for Engineering & Construction Projects" for the construction of the Project except as otherwise stated in Appendix B. Design verification must be carried out in accordance with clause 3.2.2, AS2990, with the exception of sub-clauses 3.2.2(a)(v), (a)(viii) and (b)(ii) which do not apply.

For the M5 Motorway Duplication the Company must institute a quality assurance system in accordance with Australian Standard AS3905 Part 2 "Quality System Guidelines - guide to quality system standards AS3901/NZS9001, AS3902/NZS9002, AS3903/NZS9003 for construction" as applied by the RTA for construction works.

*Amended by
clause 3.2(uu) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002*

For the Moorebank Ave Interchange and Associated Works, the Company must institute a quality assurance system in accordance with RTA Specification DCM Q7 (as listed in Appendix D) and AS/NZS ISO 9001 - 1994 "Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing".

- (b) During design and construction the RTA must have full access to the quality assurance scheme in order to monitor the Project.

Amended by clause 3.2(vv) of the M5 Tollroad Project Deed of Amendment dated 24 June 2002

For the Moorebank Ave Interchange and Associated Works, the Company must nominate a person who is directly responsible to senior management and who has responsibility for ensuring that the requirements of the quality assurance system are implemented during design and construction. During design and construction, the RTA and the Independent Verifier must have full access to the quality assurance system for monitoring purposes.

Amended by clause 3.2(ww) of the M5 Tollroad Project Deed of Amendment dated 24 June 2002

4.3 Working Hours (for Moorebank Ave Interchange and Associated Works)

- (a) The working hours must be in accordance with the Environmental Conditions of Determination;

- (b) The Company must obtain Approval from the Environment Protection Authority for any work outside normal hours and shall provide a copy of the Approval to RTA prior to commencement of such work on the Moorebank Ave Interchange and Associated Works (or elsewhere); and

- (c) Except in emergencies in the interest of safety or to protect life or property, work must not be executed outside of the working hours in the Environmental Conditions of Determination or any other working hours approved by the Environment Protection Authority. In such cases the Company must promptly notify RTA in writing of the circumstances giving rise to any emergency work undertaken outside of the approved working hours.

4.4 Public Events (for Moorebank Ave Interchange and Associated Works)

Where major public events are expected to generate additional vehicle or pedestrian traffic in any areas directly or indirectly affected by the Moorebank Ave Interchange and Associated Works, the Company must co-operate with RTA and other Authorities to facilitate traffic and pedestrian flows.

4.5 Explosives and Blasting (for Moorebank Ave Interchange and Associated Works)

- (a) Blasting shall be avoided to the maximum extent possible;
- (b) Blasting on the Moorebank Land must comply with Environment Protection Authority requirements and the requirements of other relevant Authorities;
- (c) Blasting may only be undertaken with the approval of RTA;
- (d) The Company must provide RTA with the following information at least 7 days in advance of any proposed blasting:
 - (1) The reason why blasting cannot be avoided;
 - (2) The proposed location and timing of the operation;
 - (3) The name of the person who will have control of the operation and proof of his/her licence;
 - (4) Documentary evidence of all necessary licences and permits from the relevant Authorities;
 - (5) Precautions proposed to be taken for the protection of the public and property during the operation;
 - (6) Full details of explosives, blasting patterns, and any other relevant information;
 - (7) Methods of monitoring blast vibration; and
 - (8) Additional information required by RTA Specifications.
- (e) The Company must give occupants of the nearby premises, any relevant Authorities and affected service owners and Authorities reasonable notice of intended blasting.

4.6 As Built Information (for Moorebank Ave Interchange and Associated Works)

The Company must provide RTA with as built information.

4.7 Construction Vehicle Loads (for Moorebank Ave Interchange and Associated Works)

- (a) The Company must comply with the requirements of the Roads Act (1993) when operating vehicles on public roads;
- (b) The Company will be permitted to operate vehicles with axle loads in excess of these limits within the Moorebank Land subject to the following conditions:
 - (1) The operation of vehicles with above legal axle loads must be limited to vehicles that remain within the Moorebank Ave Interchange and Associated Works; and
 - (2) The vehicles must not be permitted to travel along or across any existing pavement or over any structure unless the pavement or structure has been designed to carry the vehicle or has been otherwise protected from damage; and
- (c) The operation of vehicles with excess axle loads with the exception of purpose designed compaction equipment, must not be permitted on any partially or fully completed pavement work.

4.8 Temporary Site Facilities (for Moorebank Ave Interchange and Associated Works)

- (a) The site must be maintained in a clean and tidy manner throughout the construction of the Moorebank Ave Interchange and Associated Works. The extended storage of rubbish or loose items is not permitted; and
- (b) Site sheds must be as new and must be maintained in excellent condition. Site sheds must be established at locations and positions that minimise the impact on adjoining properties. All facilities utilised for the purpose of the Moorebank Ave Interchange and Associated Works must be sited, constructed and maintained to meet the requirements of RTA and relevant Authorities.

4.9 Site Restoration (for Moorebank Ave Interchange and Associated Works)

- (a) The Company must reinstate the site and complete the urban and landscaping works progressively as each part of

the Moorebank Ave Interchange and Associated Works is completed. Without limiting the preceding sentence, all such reinstatement work must be completed as a condition precedent to construction completion; and

- (b) All land occupied by the Company for the purpose of Temporary Works, including storage and site facilities must be reinstated. Areas not sealed or landscaped must be levelled and flush sealed.

4.10 Discharge Water Quality (for Moorebank Ave Interchange and Associated Works)

- (a) Water to be discharged from the Moorebank Ave Interchange and Associated Works must not be directed to the stormwater system until it meets EPA requirements; and

- (b) The Company must undertake water quality monitoring of water discharged from Moorebank Ave Interchange and Associated Works. All water to be disposed off the site must be directed to holding tanks or ponds to enable treatment.

4.11 Maintenance During Construction (for Moorebank Ave Interchange and Associated Works)

- (a) The Company must maintain and repair the Moorebank Ave Interchange and Associated Works and all other areas affected until construction completion.

- (b) The Company must ensure that all infrastructure, facilities and amenities in the areas being maintained are at all times fit for their purpose, clean, tidy and in good condition.

4.12 Security During Construction (for Moorebank Ave Interchange and Associated Works)

During construction, the Moorebank Ave Interchange bridgeworks will be screened to minimise motorist distraction..

4.13 Road Conditions (for Moorebank Ave Interchange and Associated Works)

The Company must ensure that any road, footpath or cycleway which is open to the public is at all times kept free of mud, dirt, deleterious material or debris arising from the construction of the Moorebank Ave Interchange and Associated Works.

4.14 Traffic Management Procedures (for Moorebank Ave Interchange and Associated Works)

(a) General

- (1) The Company is responsible for the control, direction and protection of all traffic in any way affected by the Moorebank Ave Interchange and Associated Works.
- (2) The Company must provide a management site representative ("Traffic Representative") who has authority and responsibility for issues relating to traffic management including liaison with RTA's Transport Management Centre throughout the construction of the Moorebank Ave Interchange and Associated Works;
- (3) The Company must provide to the RTA for prior approval, before any variation to the flow of traffic on Moorebank Avenue or the Tollroad, a Traffic Management Plan updated to include all current and proposed variations to the flow of traffic on Moorebank Avenue and the Tollroad during the construction of Moorebank Ave Interchange and Associated Works;
- (4) The Company must, at all times, comply with the Traffic Management Plan;
- (5) Where authorised by the RTA, the Company must, during the Moorebank Ave Interchange and Associated Works construction period, manage all traffic to ensure:
 - (A) its continuous, safe and efficient movement;
 - (B) the traffic carrying capacity of Local Roads is maintained; and

(C) that any delays and disruptions to traffic and the movement of traffic are kept to an absolute minimum;

(6) Vehicles involved in the construction of the Moorebank Ave Interchange and Associated Works must only enter, operate within or exit from a traffic flow in a manner which does not endanger the public and under suitably designed and appropriate traffic control measures.

(b) Compliance with Traffic Instructions

(1) The Company must comply with any traffic direction or instruction given by a relevant Authority, RTA or the New South Wales Police Service in respect of any traffic control proposal; and

(2) A relevant Authority, RTA or the New South Wales Police Service may, at any time, instruct the Company to re-open any traffic lane or shoulder to traffic without delay, whether or not that lane or shoulder was closed by prior agreement. The Company must immediately comply with such instructions provided that it is safe to do so.

(c) Bicycle Provisions

To the extent practicable to do so, the Company must plan and execute the construction of the Moorebank Ave Interchange and Associated Works to ensure safe bicycle conditions are maintained.

(d) Traffic Controllers

The Company must ensure that all persons who are required to perform the duties of a traffic controller undertake the relevant training package(s) and are examined and certified as competent to perform their respective traffic controller duties including:

(1) Package T89.4 Guidelines for the Selection of Traffic Controllers; and

(2) Package T89.5 So You Think You are Going to be a Traffic Controller?

4.15 Traffic Accidents on Work Sites during Construction (for Moorebank Ave Interchange and Associated Works)

- (a) In the event of a traffic accident occurring at a work site, the Company must record its knowledge of the facts and must photograph the approach to the accident site including the location of all safety devices as soon as possible after the accident. A report with this information is to be forwarded to RTA within 2 days of the accident; and
- (b) The Company must ensure that the free flow of traffic is maintained on all adjacent Local Roads from 6am to 10am and from 3pm to 7pm on weekdays and from 8am to 1pm on Saturdays. During the construction of the Moorebank Ave Interchange and Associated Works the Company must provide a breakdown and towing service to remove vehicles which obstruct the free flow of traffic.

4.16 Construction Noise (for Moorebank Ave Interchange and Associated Works)

- (a) The Company must take all reasonable action to reduce the emission of construction noise and construction traffic noise. In particular, the Company must minimise excavation by hydraulic hammer and must minimise impact as far as is reasonably practical; and
- (b) The Company must ensure that all site vehicles and vehicles which frequent the Moorebank Ave Interchange and Associated Works, and which require reversing alarms, are fitted with an alarm which provides a noise level appropriate to varying background noise levels.

4.17 Testing and Commissioning (for Moorebank Ave Interchange and Associated Works)

- (a) Testing must be carried out progressively throughout the construction of the Moorebank Ave Interchange and Associated Works and the Temporary Works; and
- (b) All commissioning operations must be documented with the performance results clearly recorded against comparative design criteria.

Part 5**Toll plaza****5.1 General**

- (a) The toll plaza must:
 - (1) be located and constructed west of the Georges River as shown on Drawings F5/T106A and F5/T128, T129, F5/201 to T205 inclusive (attached);
 - (2) provide 10 booths including two in the centre which are bidirectional automatic lanes and can be converted to AVI (Automatic Vehicle Identification) lanes; and
 - (3) be equipped with a combination of automatic coin collection and manual booths.
- (b) The administration building and maintenance depot must be located in the same area and must be constructed in accordance with Drawings F5/T401 to T404 inclusive (attached).
- (c) The toll collection system must:
 - (1) include toll booths, control data processing and monitoring equipment, lane signal and indicators at the toll booth canopy, exit signals, vehicle detectors, red light cameras for policing traffic, and facilities for correct registration of revenue collection and traffic data; and
 - (2) operate in such a manner that the minimum inconvenience is sustained by Tollroad users consistent with the proper collection, registration and accounting of tolls. The Company must provide tunnel access from toll booths to the administration building as shown on Drawing F5/T402 (attached).
- (d) The number of booths operating at any time is to be governed by traffic demand over the 24 hour period each day. Queuing must be less than five (5) vehicles per booth

with less than one minute delay for any individual booth.

5.2 Manual lanes

(a) Lane barrier

A lightweight hinged barrier must be provided which swings across a lane to indicate it is closed. It must be interlocked by limit switches with the lane status indicator, the lane computer and, in the case of bidirectional lanes, with the barrier at the opposite end of the lane.

(b) Lane status indicator

This must indicate to motorists the lane status and consist of a red cross or green arrow and must be mounted on the canopy. Activation is interlocked to the barriers and the lane controller's computer.

(c) Toll collector's console

A desk mounted console must be provided to enable the toll collector to classify vehicles via a simple keyboard that interfaces with the lane computer.

(d) Magnetic card reader and encoder

This device must be mounted in the collector's console and enable the collector to process cash cards and credit cards.

(e) Receipt printer

Receipts must be issued on request. This device must be mounted in the collector's console and activated by the keyboard.

(f) Manual lane computer

All peripheral devices in a manual lane must be connected to the manual lane computer which performs local processing and downloads required information to the plaza computer. It must have sufficient memory to operate in stand-alone mode during a plaza computer failure.

(g) Toll indicator

A toll indicator must be provided to display to the motorist the current transaction and the value of the toll and, in the

case of card operation, the remaining value and status of the card. The display must consist of 37mm high LCD numerals.

(h) Traffic lights

Traffic lights must consist of red and green lights for manual lanes.

(i) Post transaction classifier

The classifier must consist of two sets of inground treadles and two infrared beams and must indicate the number of axles and number of wheels. It is used to verify the toll collector's classification of the vehicle.

5.3 Automatic lanes

(a) Lane barrier

As for manual lane.

(b) Lane status indicator

As for manual lane.

(c) Pre-transaction classifier

This is the same device as the post transaction classifier in the manual lane but is used to determine the vehicle classification for input to the lane computer.

(d) Magnetic card reader and encoder

This all weather device must be mounted in the toll collection machine to accept cash and credit cards and process them after input by the motorist.

(e) Coin machine

This device consists of a coin basket, coin separator, coin validator and escrow unit. Validation and counting must be done by a solid state microprocessor. Non-valid coins must be rejected and valid coins deposited in the escrow unit which when viewed through a window in the machine cabinet holds the current and previous transaction before depositing the coins into a chute leading to vaults in the tunnel below.

(f) **Toll indicator**

This is the same device as the manual lane indicator but is mounted on the toll collection machine.

(g) **Patrol alarm system**

Motorists must be able to summons help by pressing a large button on the toll machine which activates a signal in the control room where the controller may talk to the motorist via an intercom system.

(h) **Traffic lights**

This is the same requirement as the manual lane.

(i) **Loop detector**

A conventional loop detector must be mounted in the road to indicate a transaction is complete.

(j) **Lane computer**

This is similar to the manual lane computer.

5.4 **Automatic vehicle identification lanes**

(a) **Lane barrier**

This is the same as the manual lane requirement.

(b) **Lane status indicator**

This is the same as the manual lane requirement.

(c) **Pre transaction classifier**

This is the same as the automatic lane requirement.

(d) **Automatic vehicle identification**

This system must consist of a signal generator transmitter and receiver (antenna) and a processor. The antenna must be mounted on the canopy, the exact height depending on the system used. The AVI processor must interface with the lane computer in a manner similar to the automatic and manual systems.

(e) Video camera

The camera must be mounted in the canopy and capture the registration number of non-valid users. Equipment must be contained in the control room to digitise the images for compact storage.

(f) Traffic lights

This is similar to the requirement for the automatic and manual lanes but must also contain an amber light (sign) to indicate that the motorist is approaching his credit limit.

(g) Loop detector

This is the same requirement as the automatic lane.

(h) Technology

The parties acknowledge that at the time of entering into the F-5 Tollroad Project Works Commitment and Novation Deed the technology in this clause 5.4 may be outdated.

Technology for automatic vehicle identification lanes other than the technology detailed in this clause 5.4 may be used by the Company as agreed between the Company and the RTA. The RTA will not unreasonably withhold consent with particular reference to Interlink's commercial requirements including reasonable cost containment and efficient traffic flow.

*Amended by
clause 3.2(s) of
the F-5 Tollroad
Project
Documentation
Deed of
Amendment
dated 30 June
1997*

5.5 Ancillary equipment**(a) Plaza computer**

The central computer must be installed and housed in the control and administration building. It must interface with the lane computers and provide all accounting and reporting functions, including a total vehicle count to be supplied to the RTA.

(b) Communications

Voice communications must be provided from the control room to each of the manual and automatic booths. Initiation may be from any manned position and the manned booths must include a panic button.

(c) **Surveillance**

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

Visual surveillance of the toll plaza from the control centre must be achieved by locating the control room above road level and at the far end of the control centre to give the controller an unobstructed elevated view of the entire plaza. The controllers' surveillance must be augmented provided by closed circuit television (CCTV) to monitor:

- (1) the plaza operation;
- (2) the control building entrances;
- (3) the tunnel;
- (4) the cash room; and
- (5) the truck bay.

5.6 **Plaza cabins**

- (a) Toll cabins must be free standing cubicles of compact dimensions. Each cabin must be fitted with a reverse cycle air conditioner in the ceiling space and a small air circulating fan to draw air across the cabinet containing microcomputer gear. The collector's "working" doorway must be a sliding door which may be closed and allow the collector to access the motorist through sliding windows within the door. The opposite door is the "escape" door which must be a normal hinged door.
- (b) The frame of the cabin must be of substantially strong steel, so that if the cabin is struck, it is designed to "shear off" at the base. A lockable cabinet must be provided for collectors to temporarily store their cash trays if they have to leave the cabin for any reason. Automatic toll lanes must have no cabins other than a supervisor's cabin on the central island. All automatic equipment must be rated for open weather operation.

5.7 **Lighting**

Lighting must be provided in the control centre and the plaza to Australian Standards. At the plaza and approaches to the plaza lighting must be designed to ensure minimal disturbance to adjacent residences.

5.8 Control centre

- (a) The control centre must be at one side of the plaza structure but separate from it to allow for over size loads.
- (b) The main design criteria for the centre are that:
 - (1) access must be provided from the control centre to the tunnel;
 - (2) the control room must be provided with a view of the plaza;
 - (3) the toll plaza must fulfil its function as a control maintenance point for the Tollroad; and
 - (4) the toll plaza must perform its functions with minimal disruption or delays to motorists.

5.9 Construction

- (a) The construction of the control centre must be lightweight steel frame with suspended Bondek floor slab, metal deck roofing, clad in lightweight external prefinished skin with lightweight internal partitions or of an equivalent construction. The control centre must have a crisp, clean appearance in keeping with the centre's relationship to motor vehicles.
- (b) The toll plaza canopy must be a lightweight steel frame structure relying on the expression of its structural elements to produce an efficient, attractive gateway structure.
- (c) Landscaping within the plaza zone must be increased to enhance the toll plaza area for the motoring public.

5.10 Toll plaza operation manuals

- (a) The Company must submit a Toll Plaza Operation Manual to the RTA three (3) months prior to the Stage 1 Commencement Date. As a minimum, the Manual must describe the procedures for the following:
 - (1) collection of tolls;
 - (2) traffic control;

- (3) liaison with law enforcement authorities;
- (4) liaison with the RTA;
- (5) liaison with other Authorities;
- (6) the operation of equipment;
- (7) operating procedures;
- (8) safety;
- (9) faults and corrective actions; and
- (10) the security of cash handling.

- (b) Two operation manuals must be provided to the RTA, one for automatic toll booths and one for manual toll booths. An additional manual to cover AVI lane operations must be provided to the RTA three (3) months prior to the opening of AVI lanes. These manuals must take account of the differences in equipment and procedures between the two types of booth and must be designed to provide training and reference for the operators.

Contents of these manuals must include:

- (1) **System equipment overview:**
 - (A) toll collector's console (manual only);
 - (B) lane barrier;
 - (C) traffic signals;
 - (D) lane controller;
 - (E) coin machine (automatic only);
 - (F) magnetic card reader and encoder;
 - (G) receipt printer (manual only);
 - (H) toll fare indicator;
 - (I) vehicle separator;
 - (J) axle counter;

- (K) dual wheel detector;
- (L) vault system (automatic only);
- (M) patron alarm system (automatic only); and
- (N) loop detectors (automatic only).

(2) **Toll collection and traffic processing**

- (A) log-one procedure (manual only);
- (B) log-off procedure (manual only);
- (C) end of day procedure (manual only);
- (D) opening a lane;
- (E) closing a lane;
- (F) cash transaction;
- (G) cash/sundry/exempt/voucher toll collection;
- (H) prepaid cards;
- (I) charge accounts;
- (J) faulty cards;
- (K) blacklisted cards;
- (L) expired cards; and
- (M) violations and discrepancies (manual only).

5.11 **Maintenance manuals**

- (a) The Company must carry out preventive maintenance of the toll equipment, and carry out equipment repairs as necessary. The objectives of maintenance procedures must be to:
 - (1) reduce the incidence of equipment failures;
 - (2) rectify faults or damage with minimum disruption to traffic flow; and
 - (3) rectify faults or damage with minimum disruption

to operation of the computerised toll collection system.

- (b) The Company must take all reasonable precautions to prevent injury to personnel or damage to equipment when working on:
 - (1) coin machines; and
 - (2) canopy mounted traffic signals.
- (c) Comprehensive maintenance manuals must be prepared in conjunction with the equipment manufacturers and suppliers. Two manuals must be provided one for automatic toll booths and one for manual toll booths. The manuals must contain full descriptions of the equipment and its component parts. Circuit diagrams must be included for all electrical equipment. Fault finder charts must be prepared to assist maintenance personnel. These charts must identify the equipment and sub-assembly, the fault and probable causes and corrective action required. Manuals must contain specific procedures for regular preventative maintenance as well as repairs.

*Amended by
clause 2.2(b) of
the F-5 Tollroad
Project
Amendment
Deed (Tolled
Ramps and
Wattle Grove
Noise Barriers)
dated
3 November
1994*

5.12 Tolled Ramps

- (a) The toll facilities at the Tolled Ramps must comply with all the requirements of Part 5 of the Scope of Work and Design Criteria, other than clause 5.1(a) and clause 5.1(b).
- (b) The Company must ensure that the:
 - (i) operation, maintenance and repair manual referred to in clause 7.2 of the Project Deed;
 - (ii) toll plaza operation manuals referred to in clause 5.10 of the Scope of Work and Design Criteria; and
 - (iii) maintenance manual referred to in clause 5.11 of the Scope of Work and Design Criteria,

are updated to the extent necessary to include the Tolled Ramps.

Part 6

Tollroad operation, maintenance and repair criteria

6.1 General requirements

- (a) Road maintenance and operations of the Tollroad must be suitable for safe travel on a high speed, high standard urban freeway.
- (b) A 24 hour, 7 day a week callout facility must be provided.

6.2 Roadway areas to be maintained

- (a) The Company must maintain all the work done as part of the construction and operation of the Project except for the Ancillary Works.
- (b) The Company must also maintain the existing carriageway between Heathcote Road and Moorebank Avenue as part of the maintenance of the Tollroad.

Amended by
clause 3.2(xx) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

(c) For the Moorebank Ave Interchange and Associated Works, the Company must also maintain the following between chainages 21470 and 23290, on the Local Roads and for the area that is subject to the Moorebank Lease:

- (1) The Tollroad carriageway and corridor to the eastern control joints (exclusive of these joints) of the Georges River bridges (to the west of the Moorebank Ave Interchange);
- (2) The Moorebank Avenue bridge deck between the outer control joints (inclusive of these joints);
- (3) The Moorebank Avenue bridge foundations, abutments and piers; and
- (4) The Tollroad embankments and ramps to the Moorebank Ave Interchange up to the line extending from the outside girders of the Moorebank Avenue bridge (parallel to Moorebank

Avenue).

(5) Maintenance of existing concrete pavement and shoulders both westbound and eastbound on the Tollroad on each side of the Moorebank Ave Interchange between chainages 21470 and 23290.

(d) For the Moorebank Ave Interchange and Associated Works, the Company must rectify construction defects arising from the works during the 12 month defects liability period.

(e) The Company must maintain all infrastructure constructed and installed under the M5 West Widening Deed.

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

6.3 Maintenance manual

Amended by clause 3.2(b) of the F5 Tollroad Project Amendment Deed (Tollroad Ramps and Wattle Grove Noise Barriers) dated 3 November 1994.

The Maintenance Manual must be updated to include the Wattle Grove Noise Barriers when completed.

Amended by clause 3.2(t) of the F-5 Tollroad Project Documentation Deed of Amendment dated 30 June 1997

(a) Three months prior to Completion (as defined in the F-5 Tollroad Project Deed), a Maintenance Manual must be submitted to the RTA. The Maintenance Manual must detail to the satisfaction of the RTA procedures to ensure that the facilities are maintained to a standard comparable with similar RTA Freeways and that the criteria set out in clause 2.3(g) can be met.

The Maintenance Manual must be updated to include the M5 Motorway Duplication when completed and the current maintenance practices for roads comparable to the M5 Motorway acceptable to the RTA.

Amended by clause 3.2(yy) of the M5 Tollroad Project Documentation

The Maintenance Manual must be updated to include the Moorebank Ave Interchange and Associated Works when completed and the current practices for roads comparable to the M5 Motorway in a form acceptable to the RTA.

Deed of
Amendment
dated 24 June
2002

Amended by
clause 5.2 of the
M5 West
Widening Deed
dated on or
about 19 June
2012.

The Maintenance Manual must be updated to include:

- (1) all infrastructure constructed and installed under the M5 West Widening Deed when completed;
- (2) the OMCS operations and maintenance obligations required in Appendices 47, 51, and 53 to Annexure H to the M5 West Widening Deed which are attached in Appendix H,

in a form acceptable to the RTA.

- (b) The Maintenance Manual must cover among other things:
 - (1) **Organisation:**
 - (A) the maintenance organisation (that is, number and type of personnel) to be established;
 - (B) the criteria for selection of the members in the organisation;
 - (C) the vehicles and plant to be used in the maintenance operations;
 - (D) the location and type of maintenance headquarters;
 - (E) emergency callout arrangements; and
 - (F) the attire of maintenance organisation personnel working on the Tollroad.
 - (2) **Inspection, timing of maintenance work, repairs:**
 - (A) the inspection and recording frequency of maintenance work;
 - (B) the timing of various routine and specific maintenance activities;
 - (C) guidelines on the frequency of maintenance

78.

work to:

repair potholes, broken concrete slabs, lifted asphaltic concrete surfacing;

replace broken concrete pavement slabs;

remove debris against cross drainage structures and bridge scuppers;

restore scours caused by water run-off or discharge from culverts;

stop undermining of lined catch-drains;

repair damaged boundary fencing and noise barriers; and

repair cut and fill batter slips.

(D) the frequency of grass cutting of roadside and median areas;

(E) the frequency of changing streetlights;

(F) the frequency of linemarking; and

(G) the frequency of maintenance to repair OMCS infrastructure constructed under the M5 West Widening Deed.

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

(3) **Standard of maintenance work:**

(A) the quality of materials to be used in carrying out maintenance; and

(B) the standard of workmanship required from the maintenance organisation.

(4) **Accidents:**

(A) arrangements to give immediate notice to the RTA concerning accidents involving serious casualties, injuries or traffic delays after implementing any appropriate actions at the site of the accident. All relevant details in

respect of the apparent cause, the extent of damage and the expected hold-up of traffic must be advised;

- (B) arrangements for temporary safeguards to be provided for traffic following an accident together with a system for inspection and recording of road conditions and photographing of accident sites;
- (C) timing of repairs as a result of any accident causing damage to the road surface or road furnishings (signs, lighting, guardfence, toll booths, etc); and
- (D) arrangements to remove and clean up spilled toxic liquid products from the Tollroad.

Amended by clause 5.2 of the M5 West Widening Deed dated on or about 19 June 2012.

(c) For the infrastructure constructed under the M5 West Widening Deed, the Company must consider the information included in the durability assessment reports that are produced under the M5 West Widening Deed when developing the updates to the Maintenance Manual.

6.4 Specific maintenance requirements

Amended by clause 3.2(zz) of the M5 Tollroad Project Documentation Deed of Amendment dated 24 June 2002

For the Tollroad, including those parts of the Tollroad that relate to the M5 Motorway Duplication and the Moorebank Ave Interchange and Associated Works:

- (a) Initial NAASRA roughness must be at a rate less than 40 counts per km over any 200 m continuous length and must be maintained at a rate below 70 counts per km over any 200m continuous lane lengths.
- (b) The pavement surfaces:
 - (1) must be constructed and maintained so that there is not a deviation greater than 10mm from a 3m straight edge, laid in any direction, at any stage;
 - (2) as an additional requirement, must not pond water;

- (3) must be maintained with surface co-efficients of friction not less than those applicable from MR Circular No 2, 1984; and
 - (4) must be cleared of any obstacles, debris or spillage which present a safety hazard.
- (c) A minimum of one traffic lane must be maintained for each direction except for emergencies. Any work carried out on the pavement must have traffic provisions to the standard of the "Specification for Control of Traffic at Works on Roads", RTA 1989. The full pavement width must be available for traffic during all NSW school holidays.
 - (d) The road reserve must be maintained in accordance with Council requirements in respect of noxious weeds and must be kept clear of litter. Roadside verges must be kept clear of unnecessary hazards.
 - (e) Linemarking, delineation, lighting and signposting must be maintained to provide good visibility under night time conditions at operating speeds.
 - (f) All improvements, including, without limitation, toll plaza structures, bridges, drainage structures, guardfencing and signposting must be maintained in good repair from both a structural and visual aspect. Boundary fencing must be maintained in good condition. A high level of visual acceptance of the Tollroad must be maintained.
 - (g) Landscaping must be maintained in good order and dead plants replaced promptly.
 - (h) Composite pavement rehabilitation requires the rotomilling and replacement of the cracked structural asphalt (as a minimum) plus the open grade asphalt. It may be acceptable, if levels permit, to overlay the initial pavement with structural grade asphalt, on condition that the open grade asphalt is removed first.

6.5 Tollroad pavement

*Amended by
clause 5.2 of the
M5 West
Widening Deed
dated on or
about 19 June*

- (a) The Company, in addition to any obligation contained in the Scope of Works and Design Criteria to maintain and repair the Tollroad pavement, must resurface and rehabilitate the Tollroad pavement as reasonably required

2012.

by the RTA after consultation with the Company. This obligation may require the Company to rehabilitate and completely resurface the Tollroad pavement.

(b) Without limiting clause 6.5(a), the Company and the RTA agree that the Company must completely resurface the entire Tollroad pavement during the final three years of the Term. The Company and the RTA agree that this resurfacing of the Tollroad must:

(1) comply with the requirements of this deed including those specified in clauses 6.4(a), 6.4(b) and 6.4(c) of the Scope of Works and Design Criteria; and

(2) include 55mm milling plus 70mm overlay of new asphalt as a minimum,

as may be modified by agreement under clause 6.5(c).

(c) The Company may, at any time during the Term, provide the RTA with a proposal setting out alternative options in relation to the complete resurfacing contemplated in clause 6.5(b) (including as a result of any new technologies or other opportunities which would produce the same performance outcome). The RTA must:

(1) consider and negotiate any such proposals reasonably and in good faith; and

(2) not seek any commercial or financial advantage (including any shares in savings) in respect of any such proposal provided the performance standards of the Tollroad remained the same or were improved.

6.7 Maintenance of paint system on steel bridges

- (a) The system adopted must generally be in accordance with AS 2312 (Guide for Maintenance Painting) Steel Corrosion Protection.
- (b) Frequency and extent of maintenance
 - (1) Maintenance inspection every 2 years and repair where necessary including bird nest removal.

- (2) When initial paint system is 5 years old, wash down with jet washer and repair where necessary.
- (3) When initial paint system is between 10 and 12 years old, wash down with jet washer and provide overall application of the final finishing paint after effecting any necessary repairs, that is, spot blasting to remove areas of rust and paint breakdown and rebuilding with the original specified primer and finishing coats.
- (4) When initial paint system is 15 years old wash down with jet washer and repair where necessary.
- (5) When initial paint system is between 20 and 22 years old and before end of Term, wash down with jet washer and provide overall application of the final finishing paint after effecting any necessary repairs (if the paint is in good condition) or replace completely with the original specified system or alternative agreed system in accordance with current practise AS 2312 or equivalent.
- (6) After 20-22 years, repaint and repeat above paint maintenance cycle.

Appendix A

Noise barrier heights

[MAP ATTACHED]

Appendix B

Quality assurance variations

The quality assurance requirements set out in clause 4.2 of the F-5 Tollroad Project Scope of Works and Design Criteria are subject to the following amendments to Australian Standard AS2990-1987.

1. Clause 4.1, Tender and contract

Delete clause 4.1 and insert:

"The contractor shall review the contract before acceptance to detect and resolve differences from the tender."

2. Clause 4.4, Measuring and testing equipment

Delete clauses 4.4(e) to (n) (inclusive) and insert:

"(e) Nominated measuring and testing equipment must be identifiable by a unique number.

(f) Each piece of designated measure and test equipment must have its calibration status updated within the agreed calibration interval on the calibration schedule.

(g) Calibration procedures must be in accordance with available Australian Standards or manufacturer's directions.

- (h) Measure and test equipment must be calibrated in an environment which is representative of the intended work conditions to ensure valid measurement.
- (j) Adjustment controls, where applicable, must be secured against unauthorised alteration.
- (k) For each piece of measure and test equipment requiring periodic calibration, a calibration record must be maintained. Where measuring or testing is carried out by a current NATA test registered laboratory, these records must be maintained by that laboratory as part of their NATA registration requirement.
- (l) Measure and test equipment must be handled and stored so as to safeguard against erroneous results when used.
- (m) Measure and test equipment which:
 - (1) has been damaged;
 - (2) is outside the agreed calibration period; or
 - (3) produces erroneous results,
 - (4) must not be used, until rectified.
- (n) Where erroneous measure and test results are identified, previous results from use of that equipment must be reviewed for validity where nominated by the Company."

3. **Clause 4.6, Inspection and test plans**

- (a) Delete sub clauses 4.6.1(c)(i) and (ii), and insert:
 - "4.6.1(c)(i) Contractor and subcontractor inspection and test plans must be submitted to the Company for acceptance prior to the commencement of a nominated manufacture or construction process.
 - 4.6.1(c)(ii) Inspection and test plans must be updated during the project life to accurately represent the current manufacture or construction process. Amended inspection and test plans must be submitted to the Company for acceptance as soon as possible after

amendment."

- (b) Delete subclauses 4.6.2(d) to (k) (inclusive) and insert:
- "(d) The Contractor must identify from the contractual documents the frequency, type of inspection or test activity and acceptance criteria. Also the records to be produced and the person responsible for ensuring the inspection or test is done.
 - (e) Results of measurement and testing from nominated equipment must be retained for future measurement or testing verification of that equipment.
 - (f) The contract must identify from the contractual documents where witness and hold points are nominated. The process must not continue past a hold point without the appropriate inspection or test being done and results documented. The contractor must give sufficient notice of the inspection or test being required by the Company staff.
 - (g) Where a special manufacturing or construction process has been nominated by the design consultant the Contractor must indicate the Inspection and test plan as such.
 - (h) Statistical control acceptance of products must be identified in the contract documents, where applicable.
 - (j) The contractor is responsible for identifying the subdivision of their works into lots or batches. This must be done in consultation with the Company to avoid duplication or ambiguity.
 - (k) The contractor is to satisfy himself that the product or service complies with the contractual requirements prior to presentation for final inspection."

4. Clause 4.7, Incoming inspection

Delete subclauses 4.7(c) and (d) and insert:

- "(c) Where possible, hold incoming products or services until the required inspections and/or tests are completed or the necessary inspection and test reports have been received and verified, except where products or services are released under positive recall. All incoming products or services must be inspected as required in clause 4.7(a).
- (d) Identify and hold nonconforming products or services where structural damage has been identified."

5. Clause 4.8, In-process inspection

Delete subclauses 4.8(c) and (d) and substitute clauses 4.7(c) and (d) above.

6. Clause 4.16, Records

Delete subclauses 4.16.2(e), (h) and (j) and insert:

- "4.16.2(e) Where work procedures have been documented, the process parameters and that work procedure must be recorded.
- (h) Where applicable, workshop drawings must be marked up as "as-executed" drawings, upon completion of that production service.
- (j) Where applicable, operation and service manuals must be recorded, upon completion of the Production or service installation and commissioning."

APPENDIX C

MOOREBANK AVE INTERCHANGE AND ASSOCIATED WORKS DESIGN
DRAWINGS

Amended by
clause 3.2(aaa) of
the M5 Tollroad
Project
Documentation
Deed of
Amendment
dated 24 June
2002

APPENDIX D

RTA SPECIFICATIONS FOR MOOREBANK AVE INTERCHANGE AND ASSOCIATED WORKS

Amended by
clause 3.2(aaa)
of the M5
Tollroad Project
Documentation
Deed of
Amendment
dated 24 June
2002

This Appendix lists the four (4) groups of DCM Specifications.

GROUP 1: GENERAL SPECIFICATIONS

<u>DCM Q7</u>	<u>Quality system (Type 7)</u>
<u>DCM G10</u>	<u>Control of Traffic</u>
<u>DCM G22</u>	<u>Occupational Health and Safety (Major Works)</u>
<u>DCM G36</u>	<u>Environmental Protection</u>

GROUP 2: ROADWORKS SPECIFICATIONS

<u>DCM R1</u>	<u>Erosion and Sedimentation Control (Permanent and Temporary)</u>
<u>DCM R11</u>	<u>Stormwater Drainage</u>
<u>DCM R15</u>	<u>Kerbs and Gutters</u>
<u>DCM R22</u>	<u>Corrugated Metal Structures</u>
<u>DCM R23</u>	<u>Plastic Flexible Pipes</u>
<u>DCM R32</u>	<u>Subsurface Drainage - Materials</u>
<u>DCM R33</u>	<u>Trench Drains</u>
<u>DCM R37</u>	<u>Intra-pavement Drains</u>

<u>DCM R38</u>	<u>Edge Drains</u>
<u>DCM R39</u>	<u>Drainage Mats</u>
<u>DCM R41</u>	<u>Clearing and Grubbing</u>
<u>DCM R44</u>	<u>Earthworks (Cut, Fill, Imported Fill and Imported Selected Material)</u>
<u>DCM R53</u>	<u>Concrete (for general use), Mortar and Grout</u>
<u>DCM R55</u>	<u>Rock Filled Gabions and Mattresses</u>
<u>DCM R57</u>	<u>Design of Reinforce Soil Walls</u>
<u>DCM R58</u>	<u>Construction of Reinforced Soil Walls</u>
<u>DCM R63</u>	<u>Geotextiles (Separation and Filtration)</u>
<u>DCM R71</u>	<u>Unbound Pavement Course (Normal Duty)</u>
<u>DCM R82</u>	<u>Lean-Mix Concrete Subbase</u>
<u>DCM R83</u>	<u>Plain Concrete Base</u>
<u>DCM R101</u>	<u>Cold Milling of Asphalt, Base Course and Cement Concrete</u>
<u>DCM R106</u>	<u>Sprayed Bituminous Surfacing (with Cutback Bitumen)</u>
<u>DCM R107</u>	<u>Sprayed Bituminous Surfacing (with Polymer Modified Bitumen)</u>
<u>DCM R116</u>	<u>Asphalt (Dense Graded and Open Graded)</u>
<u>DCM R121</u>	<u>Stone Mastic Asphalt</u>
<u>DCM R131</u>	<u>Guideposts</u>
<u>DCM R132</u>	<u>Safety Barrier Systems</u>
<u>DCM R141</u>	<u>Pavement Marking</u>
<u>DCM R142</u>	<u>Raised Pavement Marking</u>
<u>DCM R143</u>	<u>Signposting</u>
<u>DCM R151</u>	<u>Street Lighting</u>

<u>DCM R162</u>	<u>Vegetation</u>
<u>DCM R175</u>	<u>General Concrete Paving</u>
<u>GROUP 3: BRIDGEWORKS SPECIFICATIONS</u>	
<u>DCM B30</u>	<u>Clearing, Excavation and Backfill for Bridgeworks</u>
<u>DCM B50</u>	<u>Driven Reinforced Concrete Piles</u>
<u>DCM B51</u>	<u>Driven Prestressed Concrete Piles</u>
<u>DCM B53</u>	<u>Driven H-Section Steel Piles</u>
<u>DCM B54</u>	<u>Driven Tubular Steel Piles</u>
<u>DCM B57</u>	<u>Driven Cast-in-Place Concrete Piles</u>
<u>DCM B58</u>	<u>Permanently Cased Cast-in-Place Reinforced Concrete Piles</u>
<u>DCM B59</u>	<u>Bored Cast-in-Placed Reinforced Concrete Piles (Without Permanent Casing)</u>
<u>DCM B61</u>	<u>Driven Composite Piles</u>
<u>DCM B80</u>	<u>Concrete Work for Bridges</u>
<u>DCM B82</u>	<u>Shotcrete Work</u>
<u>DCM B110</u>	<u>Manufacture of Pretensioned Precast Concrete Members</u>
<u>DCM B113</u>	<u>Post-Tensioning of Concrete</u>
<u>DCM B114</u>	<u>Permanent Rock Anchors</u>
<u>DCM B115</u>	<u>Precast Concrete Members (Not Pretensioned)</u>
<u>DCM B150</u>	<u>Erection of Pretensioned Precast Concrete Members</u>
<u>DCM B152</u>	<u>Incrementally Launched Prestressed Concrete Girders</u>
<u>DCM B170</u>	<u>Supply and Installation of Void Formers</u>
<u>DCM B200</u>	<u>Fabrication of Major Steel Structural Members</u>
<u>DCM B204</u>	<u>Welding of Bridges and other Road Structures</u>

<u>DCM B220</u>	<u>Protective Treatment of Steelwork</u>
<u>DCM B240</u>	<u>Supply of Bolts, Nuts, Screws and Washers</u>
<u>DCM B241</u>	<u>Manufacture and Supply of Minor Steel Items</u>
<u>DCM B242</u>	<u>Manufacture and Supply of Aluminium Railings</u>
<u>DCM B245</u>	<u>Fabrication of Aluminium Structural Members</u>
<u>DCM B246</u>	<u>Manufacture and Supply of Minor Aluminium Items</u>
<u>DCM B260</u>	<u>Erection of Structural Steelwork</u>
<u>DCM B261</u>	<u>Erection of Structural Aluminium</u>
<u>DCM B264</u>	<u>Erection of Barrier Railings and Minor Components</u>
<u>DCM B280</u>	<u>Unreinforced Elastomeric Bearing Pads and Strips</u>
<u>DCM B281</u>	<u>Laminated Elastomeric Bearings</u>
<u>DCM B282</u>	<u>Confined Elastomeric (Pot Type Bearings)</u>
<u>DCM B283</u>	<u>Confined Elastomeric (Pot Type) Stainless Steel Bearings</u>
<u>DCM B310</u>	<u>Compression Joint Seals</u>
<u>DCM B312</u>	<u>Cold Applied Elastomeric Joint Sealants</u>
<u>DCM B315</u>	<u>Elastomeric Strip Seal Expansion Joints</u>
<u>DCM B316</u>	<u>Modular Bridge Expansion Joints</u>
<u>DCM B344</u>	<u>Bituminous Waterproof Membrane for Concrete Bridge Decks</u>

GROUP 4: MATERIALS SPECIFICATIONS

<u>DCM 3051</u>	<u>Unbound and Modified Base and Sub-Base Materials for Surfaced Road Pavements</u>
<u>DCM 3052</u>	<u>Material to be Bound (MTBB) for Base and Sub-Base Materials for Surfaced Road Pavements</u>
<u>DCM 3053</u>	<u>Quicklime</u>
<u>DCM 3054</u>	<u>Hydrated Lime</u>

<u>DCM 3151</u>	<u>Cover Aggregate for Sprayed Bituminous Surfacing</u>
<u>DCM 3202</u>	<u>Wax Emulsion Concrete Curing Compound</u>
<u>DCM 3204</u>	<u>Preformed Joint Fillers for Concrete Road Pavements and Structures</u>
<u>DCM 3251</u>	<u>Cutter and Flux Oils</u>
<u>DCM 3252</u>	<u>Polymer Modified Bitumen</u>
<u>DCM 3253</u>	<u>Bitumen for Pavements</u>
<u>DCM 3254</u>	<u>Bitumen Emulsion</u>
<u>DCM 3256</u>	<u>Comminuted Scrap Rubber</u>
<u>DCM 3258</u>	<u>Aggregate Precoating Agent (Bitumen Classes 170 and 320)</u>
<u>DCM 3259</u>	<u>Bitumen Adhesion Agent (Bitumen Classes 170 and 320)</u>
<u>DCM 3261</u>	<u>Cutback Bitumen</u>
<u>DCM 3263</u>	<u>Hot Poured Elastomeric Joint Sealant for Roads</u>
<u>DCM 3266</u>	<u>Coldmix Asphalt</u>
<u>DCM 3268</u>	<u>Aggregate Precoating Agent (Polymer Modified Bitumen)</u>
<u>DCM 3269</u>	<u>Bitumen Adhesion Agent (Polymer Modified Bitumen)</u>
<u>DCM 3351</u>	<u>Road Marking Paint</u>
<u>DCM 3353</u>	<u>Glass Beads</u>
<u>DCM 3354</u>	<u>Adhesives for Raised Pavement Marker Installation</u>
<u>DCM 3356</u>	<u>Water Borne Road Marking Paint</u>
<u>DCM 3357</u>	<u>Thermoplastic Road Marking Material</u>
<u>DCM 3358</u>	<u>Aerosol Roadmarking Paints</u>
<u>DCM 3359</u>	<u>Profile Thermoplastic Road Marking Material</u>
<u>DCM 3360</u>	<u>Two Part Cold Applied Road Marking Material</u>

<u>DCM 3385</u>	<u>Barrier Boards</u>
<u>DCM 3400</u>	<u>Manufacture and Delivery of Road Signs</u>
<u>DCM 3552</u>	<u>Drainage Pipe (Corrugated Perforated Plastic)</u>
<u>DCM 3553</u>	<u>Seamless Tubular Filter Fabric</u>
<u>DCM 3555</u>	<u>Drainage Pipe (Slotted Fibre-Reinforced Concrete)</u>
<u>DCM 3556</u>	<u>Strip Filter (Geocomposite Plastic)</u>
<u>DCM</u> <u>BMES/E0057</u>	<u>Control Unit for High Pressure Sodium Vapour</u> <u>Discharge Lamps</u>
<u>DCM</u> <u>BMES/E0058</u>	<u>Street Lighting Luminaires Using High Pressure</u> <u>Sodium Vapour Discharge Lamps</u>
<u>DCM</u> <u>BMES/E0149</u>	<u>Tapered Lighting Columns</u>

APPENDIX E

DESIGN REFERENCE DOCUMENTS FOR MOOREBANK AVE INTERCHANGE AND ASSOCIATED WORKS

Amended by
clause 3.2(aaa)
of the M5
Tollroad Project
Documentation
Deed of
Amendment
dated 24 June
2002

This Appendix includes the list of Design Reference Documents:

RTA CORPORATE POLICIES

Roadscape Guidelines

Interim Guide to Signs and Markings

Regulatory Signs Manual

Technical Directions

Planning and Design Guide

BRIDGES

Australian Bridge Design Code – AUSTRROADS/Australasian Railway
Association/Standards Australia

AS 5100 Bridge Design

Bridge Policy Manual – RTA

Bridge Waterway Manual – RTA

Structural Drafting Manual – RTA

Guide Specification for Bridge Construction

The Aesthetics of Bridges – DMR

Notes on the qualities the RTA requires in the design and presentation of pedestrian and other bridges

SAA HB77 - Australian Bridge Design Code

PAVEMENTS

Concrete Pavement Manual Design and Construction - RTA

Pavement Design - A Guide to the Structural Design of Road Pavements (AUSTROADS)

RTA Form 76 Supplement to the AUSTROADS Guide to the Structural Design of Road Pavements (RTA)

CIRCLY - Computer Program for the analysis of Multiple Complex Circular Loads on Layered Anisotropic Media (Wadle 1977)
Geomechanics Computer Program Number 2, Update 23 dated 27 January 1994 (or later version)

Guide for the Measurement and Interpretation of Skid Resistance Using SCRIM

Sprayed Sealing Guide - RTA

SUB-SURFACE DRAINAGE

Seepage, Drainage and Flow Nets - HR Cedegren

Pavement Sub-Surface Drainage Systems - HH Ridgeway

Sub-Surface Drainage of Road Structures - Special Report 35 - ARRB

ROAD DESIGN

Road Design Guide including Draft (or subsequent) Section 7 (Drainage) - RTA

Guide to the Geometry of Single Lane Entry and Exit Freeway Ramps (RTA SD 6323)

Standard Drawings (Road and Bridge) - RTA

Guide to the Design of Road Surface Drainage - AUSTROADS

Guide to the Geometric Design of Rural Roads - AUSTROADS

Stormwater Drainage Design in Small Urban Catchments Special Report

34 - ARRB

Road Medians - NASSRA

Concrete Pipe Selection and Installation (Concrete Pipe Association)

Handbook of Highway Safety Practice - DMR

Australian Rainfall and Runoff - The Institute of Engineers, Aust

Model Analysis to determine Hydraulic Capacities of Kerb Inlets and Gully Pit Gratings - DMR (including types SO and SH)

Tactile Indicators at Kerbs (RTA Traffic and Transport Directorate Policy)

TRAFFIC

Guide to Traffic Engineering Practice - AUSTROADS

Guidelines for Traffic Facilities - Traffic Authority of NSW

Guide to Traffic Generating Developments - RTA

Traffic Signal Practice - Design - RTA

GEOTECHNICAL

AUSTROADS Guide to Geotextiles Technical Report

Acid Sulphate Soils, Concrete Structures - Advice for Design and Construction

Alkali Aggregate Reaction - Guidelines on Minimising the Risk & Damage to Concrete Structures in Australia - Cement and Concrete Association of Australia/Standards Australia

Acid Sulphate Soil Guidelines - RTA

Acid Sulphate Soil Policy and Procedures - RTA

Acid Sulphate Soils Manual - DUAP

ENVIRONMENT

The NSW Wetlands Management Policy - DLWC - June 1996 & Action Plan

Code of Practice for Water Management - Road Development and

4.

Management - RTA

RTA's Plan for Reducing Vehicle Emissions - RTA

Environmental Risk Assessment Guidelines - DUAP

Urban Erosion and Sediment Control Handbook - DLWC

Managing Urban Stormwater: Soils and Construction, "The Blue Book" -
Dept of Housing

Policy & Guidelines - Aquatic Habitat Management and Fish
Conservation - NSW Fisheries

Constructed Wetlands Manual - DLWC

Draft Policy & Guidelines for Fish Friendly Roads and Waterway
Crossings - NSW Fisheries Office of Conservation

Roadside Environment Strategic Plan - RTA

Road Development and Impacts on Habitat Amelioration Measures,
Compensatory Habitat Draft 6

Beyond the Pavement, Urban Design Practice Notes - RTA

Hazardous Industry Planning Advisory Paper No. 3 - Environmental
Risk Impact Assessment Guidelines - DUAP

MISCELLANEOUS

Road Environment Safety - A Practitioners Reference Guide to Safer
Roads - RTA

Tourist Signposting - RTA

Road Safety Audits 2nd Edition - RTA

APPENDIX F

GUIDELINES FOR THE APPLICATION OF THE AUSTRALIAN BRIDGE DESIGN CODE FOR THE MOOREBANK AVE INTERCHANGE AND ASSOCIATED WORKS.

Amended by
clause 3.2(aaa)
of the M5
Tollroad Project
Documentation
Deed of
Amendment
dated 24 June
2002

1. Reference Numbers

The reference numbers below relate to clause numbers used in the Australian Bridge Design Code and are prefixed with DC. For example: DC1.1.4 refers to the clause 1.1.4 in the Australian Bridge Design Code.

2. DC1.5 - Traffic Barriers

RTA standard bridge safety barriers, or other safety barrier systems complying with part 6 of the RTA Road Design Guide dated June 1999 must be provided at locations determined in accordance with the procedures given in that part of the RTA Road Design Guide.

3. DC1.7 - Drainage

The drainage system must be designed so that a minimum amount of water flows across deck joints. Free draining scuppers through decks will not be allowed. All pipework for structure drainage must be corrosion and fire resistant and must be concealed from all public view except from directly underneath. All drainage structures must be readily accessible for cleaning and maintenance purposes.

4. DC4.2 - Functions of Bearings and Deck Joints

Decks must be either continuous between abutments or be joined

by a minimum number of deck joints.

5. DC2.13 - Earthquake Forces

Earthquake design must be in accordance with Code Section 2.13.

6. DC4.4.2.1 - Limit State Requirements for Bearings

Bridge bearings must be designed for loads in accordance with Code section 4.4.2.1 except that for lateral loads, design must be for the ultimate limit state.

7. DC4.14 - Deck Joints

A. For small to medium movements, prefabricated rubber extrusion type joints between heavy reinforcing angles must be used. For larger movements, free draining, finger plate type joints must be used, except where the deck can be used by cyclists, in which case joints meeting the cycle test of AS3996 must be used. In all cases bonded steel/rubber type joints must not be used.

B. Joints must not inhibit the proper placement of concrete and must have adequate provision for maintenance and inspection access. Joints must be detailed and constructed such that the noise generated by traffic crossing the joint is kept to a minimum.

8. Load Rating of Bridges

Each road bridge carrying traffic must be load rated in accordance with Australian Bridge Design Code, Section 7.

Amended by clause 5.2
of the M5 West Widening
Deed dated on or about 19 June 2012.

APPENDIX G

CONCEPT DRAWINGS FOR THE M5 WEST WIDENING

PLAN AND PROFILE

<u>M5W-EZ-DG-0003 to M5W-EZ-DG-004</u>	<u>Project Key Plan</u>
<u>M5W-EZ-DG-0101 to M5W-EZ-DG-0107</u>	<u>Executive Summary</u>
<u>M5W-EP-DG-0101 to M5W-EP-DG-0107</u>	<u>Roadworks Plans</u>
<u>M5W-SK-EZ-01001</u>	<u>King Georges Road and Fairford Road</u> <u>ramp areas</u>
<u>M5W-ER-DG-0115 to M5W-ER-DG-0141</u>	<u>Roadworks Plans & Long Sections</u>
<u>M5W-SK-EZ-0037 to M5W-SK-EZ-0040</u>	<u>Toll Plaza area</u>
<u>M5W-ER-DG-0144 to M5W-ER-DG-0171</u>	<u>Roadworks Plans & Long Sections</u>
<u>No Number</u>	<u>Sketch showing extent of new guardrail</u> <u>between King Georges Road and Fairford</u> <u>Road</u>
<u>M5W-SK-EZ-0025</u>	<u>M5/M7 Interchange Plans between</u> <u>Box Road Pedestrian Bridge and Camden</u> <u>Valley Way</u>

CROSS SECTIONS

<u>M5W-EZ-DG-0201 to M5W-EZ-DG-0207</u>	<u>Typical Road Cross Sections</u>
<u>M5W-EZ-DG-0301 to M5W-EZ-DG-0302</u>	<u>Typical Pier Protection Details</u>
<u>M5W-ER-DG-0201 to M5W-ER-DG-0359</u>	<u>Main Alignment Cross Sections</u>
<u>M5W-SK-ES-0042a to M5W-SK-ES-0045a</u>	<u>Main Alignment Cross Sections – Toll</u> <u>Plaza area</u>
<u>M5W-ER-DG-0401 to M5W-ER-DG-0438</u>	<u>Main Alignment Cross Sections</u> <u>(excluding M5/M7 Interchange area</u> <u>Between Box Road Pedestrian</u> <u>Bridge and Camden Valley Way</u>

DRAINAGE & UTILITIES

<u>M5W-ED-DG-0003</u>	<u>Drainage – General Notes</u>
<u>M5W-ED-DG-0011 to M5W-ED-DG-0013</u>	<u>Typical Drainage Details</u>
<u>M5W-ED-DG-0014</u>	<u>Typical Drainage Details – Open Channel</u>
<u>M5W-ED-DG-0015 to M5W-ED-DG-0016</u>	<u>Typical Drainage Details – Water Quality</u> <u>Basin</u>

<u>M5W-ED-DG-0017</u>	<u>Typical Drainage Details – Oil Baffle</u>
<u>M5W-ED-DG-0018</u>	<u>Typical Drainage Details – Rock Check Dam</u>
<u>M5W-ED-DG-0101 to M5W-ED-DG-0123</u>	<u>Drainage and Utilities Plans</u>
<u>M5W-ED-DG-0124 to M5W-ED-DG-0126</u>	<u>Drainage and Utilities Plans – Hand Marked Sketches</u>
<u>M5W-ED-DG-0127 to M5W-ED-DG-0171</u>	<u>Drainage and Utilities Plans</u>
<u>M5W-ED-DG-0172 to M5W-ED-DG-0175</u>	<u>Drainage and Utilities Plans (Rev P1)</u>
<u>M5W-ED-DG-0301 to M5W-ED-DG-0338</u>	<u>Subsurface Drainage Plans</u>
<u>SEC923-C-DWG-469 to SEC923-C-DWG-471</u>	<u>Drainage and Utilities Plans – Toll Plaza area</u>

PAVEMENT

<u>M5W-EP-DG-0011</u>	<u>Pavement Profiles</u>
<u>M5W-EP-DG-0012</u>	<u>Pavement Interface Details</u>
<u>M5W-EP-DG-0101 to M5W-EP-DG-0107</u>	<u>Pavement Plans</u>
<u>M5W-EP-DG-0108 to M5W-EP-DG-0120</u>	<u>Pavement Plans</u>
<u>M5W-SK-EZ-0037 to M5W-SK-EZ-0040</u>	<u>Toll Plaza area</u>
<u>M5W-EP-DG-0123 to M5W-EP-DG-0136</u>	<u>Pavement Plans</u>

STRUCTURES

<u>M5W-SK-EZ-0018 to M5W-SK-EZ-0019</u>	<u>Toll Plaza Tunnel Details</u>
<u>M5W-SK-ES-0017a</u>	<u>Toll Plaza Retaining Wall</u>
<u>M5W-SK-ES-0040a</u>	<u>Toll Plaza Retaining Wall</u>
<u>M5W-EB-DG-0002</u>	<u>Queen Street Bridge Widening</u>
<u>M5W-EB-DG-0102</u>	<u>Nuwarra Road Bridge Widening</u>

URBAN AND LANDSCAPE DESIGN

<u>Figure 4.1.1 to Figure 4.1.24</u>	<u>Proposed Landscape Treatments</u>
<u>Figure 4.3.1 to Figure 4.3.2</u>	<u>Proposed Retaining Walls</u>
<u>Figure 4.3.3</u>	<u>Typical Detail for RW-0101-0103</u>

OMCS

<u>M5W-IT-DG-0101 to M5W-IT-DG-0120</u>	<u>Operations Management and Control Systems</u>
---	--

Amended by clause 5.2
of the M5 West Widening
Deed dated on or about 19 June 2012.

APPENDIX H

OMCS DOCUMENTS FOR THE M5 WEST WIDENING

This appendix includes the following OMCS documents from the M5 West Widening Deed:

Annexure H (SWTC) Appendix 47 - Operations Management and Control Systems

Annexure H (SWTC) Appendix 51 - Requirements for Information and Communications Technology Systems

Annexure H (SWTC) Appendix 53 - Requirements for the Operation of the Road Network and Traffic System

F-5 TOLLROAD PROJECT

SCOPE OF WORKS AND DESIGN CRITERIA

AS AMENDED BY THE:

F-5 TOLLROAD AMENDMENT DEED
(TOLLED RAMPS AND WATTLE GROVE NOISE
BARRIERS) DATED 3 NOVEMBER 1994

AND

F-5 TOLLROAD PROJECT DOCUMENTATION
DEED OF AMENDMENT DATED 30 JUNE 1997

AND

F-5 TOLLROAD PROJECT DOCUMENTATION
DEED OF AMENDMENT DATED 24 JUNE 2002

AND

M5 WEST WIDENING DEED
DATED ON OR ABOUT 19 JUNE 2012

between

Roads and Traffic Authority of New South Wales

and

The Honourable Wallace Telford Murray MP

*Deputy Premier, Minister for Transport and Minister for Roads
for and on behalf of Her Majesty Queen Elizabeth the Second
in right of the State of New South Wales*

and

Interlink Roads Pty Limited

2. Part 2 – Consolidated amendments to Exhibit "D" to the M5 Western Link Project Deed

"D"

M5 WESTERN LINK SCOPE OF WORKS AND DESIGN CRITERIA

PART 1

BASIC REQUIREMENTS

1.1 Scope of work

(a) General

- (1) The criteria in this document must be used to design, construct, operate and maintain the M5 Western Link and to design and construct all M5 Western Link Ancillary Works necessary to incorporate the M5 Western Link:
 - into the road system of New South Wales; and
 - generally into the locality through which it passes.
- (2) Reference to any work includes any additional work necessary for the satisfactory completion and performance of that work and full compliance with these criteria.
- (3) Defined terms used in this document have the defined meaning given them in the M5 Western Link Project Deed between the RTA, the Minister and the Company, and the Annexed M5 Western Link Lease, between the RTA as Lessor and the Company as Lessee which is exhibit A to the M5 Western Link Project Deed.
- (4) The drawings listed in appendix A are concept drawings only and only generally describe the scope of work. The Company must ensure that those drawings are developed so as to fully reflect all the design criteria set out in this document and the requirements of all relevant Authorities.

(b) Principal items of M5 Western Link works

The principal items of permanent work covered by these criteria include the design and construction of the following:

(1) Bridgeworks

The bridges listed below, as generally described in the relevant drawings listed in appendix A, which define the available width for traffic lanes, footways, shoulders and medians on each bridge.

On M5 Western Link twin bridges over De Meyrick Avenue
 Over M5 Western Link on Camden Valley Way
 Over M5 Western Link on Hume Highway
 Over M5 Western Link on Box Road (pedestrian bridge)
 Over M5 Western Link on Kurrajong Road
 Over M5 Western Link near Beech Road

Note:

- Provide sockets in deck of bridge over Georges River plus one set of candy bars for tidal flow traffic management.
- Bridge to carry Kurrajong Road over the M5 Western Link will provide 10 metre road width plus single 2 metre footpath.
- Box Road bridge provides 2m wide footway and is similar type of steel structure to that used on M5 Motorway at Mackenzie Street including protective cage.
- At the Hume Highway utilise the services bridges to provide 2m wide footpath on each side.
- At Georges River and Camden Valley Way bridges use existing footpath as is for pedestrian access.
- Bridges on M5 Western Link over De Meyrick Avenue provide for pedestrians/light vehicles with 2.5 metre clearance and use traffic calming measures to provide pedestrian safety. Vehicular traffic will be subject to single lane no passing condition and controlled by traffic signals each end.
- Bridge near Beech Road provides 10 metre wide roadway plus 2 metres wide footpath. This bridge work excludes all

backfilling to abutments and approach roadworks which will be done by others.

(2) **Roadworks**

The roadworks listed below include boundary fencing, noise barriers, drainage, erosion and sedimentation control, earthworks, pavement, landscaping, pavement marking and all additional related work required for the operation of the M5 Western Link.

- Georges River Bridge to Ch 23850

A dual carriageway road providing a transition from the existing Georges River bridge at Ch 23580 to cross section on drawing M53A/CD/MPL/1043/03 at Ch 23850.

- Ch 23850 to Ch 27320

A 4 lane dual carriageway road in accordance with drawings M53A/CD/MPL/1043/03, 1044/02, 1045/01, 1046/01, 1047/01, 1048/02.

- Ch 27320 (East of Beech Road) to Ch 28900 south of Camden Valley Way

A 4 lane dual carriageway. Northbound carriageway merging with existing northbound carriageway at Ch 28900. Cross section as shown on drawing M53A/MPL/1048/02, 1049/02, 1050/02, 1051/01, 1052/01.

- Partial grade separated interchanges with:

- Hume Highway east facing ramps in accordance with drawing M53A/CD/MPL/1043/03.
- Heathcote Road (one west facing off load ramp only) in accordance with drawing M53A/CD/MPL/1035/0.
- Camden Valley Way

North facing ramps and one south facing off-load ramp only in accordance with drawing M53A/CD/MPL/1049/02 and 1050/01.

- Design of intersection layouts will provide for ultimate use of the M5 Western Link by cyclists.

4.

(3) **Emergency telephones**

An emergency telephone system compatible with and of a standard equivalent to that on other RTA urban freeways must be provided.

Construct emergency telephone bays in plain concrete pavement, inclusive of wearing surface.

(4) **Streetlighting**

Lighting must be provided at all on and off ramps and on the cross street overbridges and at De Meyrick Avenue pedestrian underpass.

(5) **Fire mains**

Two fire hydrant risers must be:

- installed at longitudinal locations adjacent to residential areas;
- located transversely at or near the extremities of the Land;
and
- readily accessible for use.

(c) **Principal items of M5 Western Link Ancillary Works**

The roadworks listed below include fencing, drainage, erosion and sedimentation control, earthworks, pavement, landscaping, pavement marking and all related additional work required for the M5 Western Link Ancillary Works.

This work is to be handed over to the relevant statutory bodies when it is completed and is subject to a three (3) month defects liability period.

(1) **Local roads**

- Provision of a road under the M5 Western Link at De Meyrick Avenue.
- Approaches to all M5 Western Link overbridges at:
 - Kurrajong Road
 - Hume Highway
 - Box Road pedestrian bridge
 - Camden Valley Way
- Local Council roads must be designed in accordance with council requirements. In general, local road reconstruction at

the following locations is on 125mm DGB20 overlaid with 260AC:

- De Meyrick Avenue
- Kurrajong Road
- Camden Valley Way

Cul-de-sacs pavements are constructed on 125mm DGB20 overlaid with 25mm asphalt.

- On a subgrade with design CBR of 5%, the pavement design for Hume Highway will be 250mm asphaltic concrete base and 150mm 5Mpa rolled concrete subbase. The 250mm AC base will consist of:

1	-	30 mm	:	AC10	DG
30	-	100 mm	:	AC20	DG
100	-	250 mm	:	AC28	DG

AC28 to be compacted in two layers.

- Provide right hand turn facility for northbound traffic on Moorebank Avenue within two months of execution of the D&C Contract.
- Open Box Road south of the M5 Western Link Land by linking Box Road to Guise Road.
- Cul-de-sac terminations at the following severed local roads:
 - Graham Avenue (2 off)
 - Verbena Avenue (1 off)
 - De Meyrick Avenue (2 off)
 - Box Road (2 off)
 - Cedar Road (2 off)
 - Beech Road (2 off)
 - Wattle Road (1 off)

(2) Property adjustments

All adjustments required to private property to existing roads which are affected by the M5 Western Link due to any changes in the existing vertical or horizontal alignments (or both) of those roads. In particular the existing access to the Ingham Factory on Kurrajong Road will be relocated to the east.

(3) Traffic signals

- Traffic signals must be provided at the intersection of on and off ramps with:
 - Hume Highway
 - Camden Valley Way
 - Heathcote Road
- The RTA, wherever possible, will consult with the Company before adjusting the phasing of these traffic signals.
- Provide phasing for right hand turn northbound on Moorebank Avenue at intersection of M5 Motorway and Moorebank Avenue.
- Provide traffic signals to control vehicular traffic under De Meyrick bridges.

(d) Utility service adjustments

- Utilities affected by the construction of the M5 Western Link will be adjusted as required by the respective utility authorities at the cost of the Company, except for the cost of adjustment of AGL plant. The RTA acknowledges its agreement with AGL that AGL will effect all necessary adjustments at its own cost.
- At the Hume Highway interchange relocate utilities into two service bridges separate from the Hume Highway bridge. These two service bridges will provide permanent pedestrian access.

(e) Signs

Signs on the M5 Western Link, M5 Western Link Ancillary Works and local roads must be provided to RTA standards. Appropriate advisory signs must be erected on existing RTA and Council roads in the vicinity of the M5 Western Link to indicate the availability and accessibility of the facility to the public.

(f) Survey datum

All survey levels must refer to Australian Height Datum (AHD). All Survey plan co-ordinates must refer to the Integrated Survey Grid.

1.2 Technical standards

(a) Standards

Except as otherwise specified in this document, the design, construction, operation and maintenance of the M5 Western Link and the design and construction of all M5 Western Ancillary Works must comply with the relevant Australian Standards. All roadworks design must conform to the relevant RTA publications (MR Form Series) and AUSTRROADS, as compiled in, and referred to in, **Road Design Reference Documents**, RTA 1992 unless otherwise noted in these criteria.

(b) Application of standards

- Reference to standards or specifications, including RTA standards or specifications for design and construction of the M5 Western Link Project, means the latest edition of those standards or specifications available in December 1992, some of which are referred to in the **Roadwork Specifications Index and Bridge Work Specifications Index**.
- The Company must ensure that the works contemplated by these criteria are designed, constructed and maintained so as to be suitable for the purpose for which they are required. This involves, among other things, ensuring that the maintenance functions conform with the design and construction standards and specifications current at the time those functions are carried out. Nothing in this document in any way affects this general obligation of the Company.

(c) Standard units

Except as otherwise specified, S1 units must be used in the M5 Western Link Project and in all M5 Western Link Drawings.

1.3 Provision for traffic

During the construction and maintenance of the M5 Western Link, the Company must make adequate provision for safe vehicular and pedestrian traffic at all times. For all temporary traffic arrangements (subject to RTA's specific agreement in each case) traffic signals may be of other than the permanent type.

The RTA is the primary consent authority for temporary traffic arrangements and to construct the Hume bridge, traffic on the Hume Highway may be restricted to five (5) lanes each 3.1 metres wide and the work may be staged using the traffic management proposals shown on drawing M53A/CD/LCPL/3900 and 3901 and imposing 40 km/hour construction zone limit. Intermittent night shift work may be used for the various stages of bridge construction.

8.

At Cedar Road daytime access controlled by a flagman must be maintained during construction of the M5 Western Link by temporary at grade crossing of the M5 Western Link Land.

PART 2

DESIGN CRITERIA

2.1 Compliance

- These criteria must be used in carrying out the design of the M5 Western Link.
- Headings used in the M5 Western Link Scope of Works and Design Criteria may be used to differentiate between the criteria for the M5 Western Link and the M5 Western Link Ancillary Works.

2.2 Classification

The M5 Western Link has a classification of a freeway as defined in AS13481, 1986.

2.3 M5 Western Link design parameters

(a) Vertical clearance

A minimum height clearance of 5.30m must be provided under all bridges over the M5 Western Link and bridges which carry the M5 Western Link over local roads except over De Meyrick Avenue where 2.5 metre minimum clearance applies.

(b) Design speed

Design speed must be 110km/hour except between Moorebank Avenue and Hume Highway where 80km/hour design speed is acceptable.

(c) Vertical alignment

Maximum 6% up and 8% down on M5 Western Link ramps in accordance with table 7.3.3 of **Grade Separated Interchange Design Guide**, NAASRA 1984 and a maximum of 4% on the M5 Western Link.

(d) Horizontal alignment

Horizontal radii must be 600m minimum.

(e) Noise attenuation

The Company must provide reflective noise barriers with heights and types as required by the RTA. Fence type barriers will be either ACC lightweight concrete panels or precast concrete panels with appropriate finishes. Fence

barriers must be constructed in such a manner that the barrier may be readily extended by other to the height prescribed in the Environmental Impact Determination. The locations of barrier height changes will be determined in consultation with the RTA having regard to the location of adjacent residences relative to the barriers.

If the level of the finished road surface varies from the levels shown on the drawings included in the M5 Western Link Scope of Works and Design Criteria, the Company must adjust the heights of barriers to provide equivalent noise reduction capability to that which existed with the finished road surface levels shown on the M5 Western Link Drawings.

Open grade asphaltic concrete must be laid on the pavement surface to the M5 Western Link and dense grade asphaltic concrete must be laid on the pavement surface of the ramps.

(f) Design life

The minimum design life of the M5 Western Link must be:

- for bridge structures, 100 years
- for pavements, 20 years
- for road surface, 7 years.

(g) Compatibility with the existing road system

The following facilities must be designed in such a way that the operation of the M5 Western Link is compatible with freeways in the Sydney Metropolitan area:

- signposting
- linemarking
- traffic controls and lane signing
- maintenance, sweeping, and cleaning spillages
- breakdown services
- emergency telephones.

2.4 Local road design parameters

(a) Vertical clearance

A minimum height clearance of 5.3m must be provided for all bridges under and over the M5 Western Link except over De Meyrick Avenue where 2.5m minimum clearance applies.

(b) Vertical alignment

Maximum grade of 8%.

(c) Design speed

(1) A design speed of 80km/hour must be adopted for:

- Hume Highway
- Camden Valley Way

(2) A design speed of 60km/hour must be adopted for Kurrajong Road.

(3) A design speed of 25km/hour must be adopted for De Meyrick Avenue.

2.5 Reference standards**(a) General**

The M5 Western Link must be a practical undertaking meeting all reasonable engineering standards of safety and durability in accordance with these criteria, Australian Standards, current RTA publications and, where no relevant Australian Standards exist, the relevant standards of the following organisations must be used:

- AASHTO American Association of State Highway and Transportation Officials
- ACI American Concrete Institute
- ANSI American National Standards Institute
- API American Petroleum Institute
- ASA American Standard Association
- ASTM American Society of Testing Materials
- AWS American Welding Society
- AWWA American Water Works Association
- BSI British Standards
- CEP European Concrete Committee
- CIE International Commission on Lighting

- NACE National Association of Corrosion Engineers (USA)
- NEC National Electrical Code (USA)
- NEMA National Electrical Manufacturers Association (USA)
- NESC National Electrical Safety Code (USA)
- NFPA National Fire Protection Association (USA)
- USAS United States of America Standards
- USBR US Bureau of Reclamation
- USFS United States Federal Specifications.

(b) Order of precedence

The following order of precedence applies in the event of any inconsistency, ambiguity or discrepancy between the various standards:

- (1) any specific provision in these criteria;
- (2) RTA publications;
- (3) NAASRA (currently, AUSTROADS);
- (4) Australian Standards; and
- (5) others.

(c) Project engineering standards for roadworks

Subject to clause 1.2(b), the following design elements must be in accordance with the relevant requirements stated below:

(1) Road design

- Guide to the Geometric Design of Rural Roads, AUSTROADS 1989
- Guide to Traffic Engineering Practice, Intersections at Grade, Part 5 NAASRA 1988
- Guide Policy for Geometric Design of Freeways and Expressways, NAASRA 1976
- Grade Separated Interchanges (A Design Guide) NAASRA 1984

- Guide Policy for Geometric Design of Major Urban Roads, NAASRA 1976
- Highway Capacity Manual (Special Report 209) Transportation Research Board, National Research Council, Washington DC 1985
- Road design Reference Documents, RTA 1989.

(2) **Stormwater drainage design**

- Drainage of Wide Flat pavements, NAASRA 1974
- Australian Rainfall and Runoff, Flood Analysis and Design, The Institution of Engineers Australia 1987
- Model Analysis to Determine Hydraulic Capacities of Kerb Inlets and Gully Pit Grating, DMR NSW 1979
- MR Form No 25A, Design Instructions for the Installation of Standard Concrete Pipe Culverts and Drains, DMR NSW 1978
- Standard Drawing SD 6295 (Design Aid Chart) Pipe Class and Installation Conditions for Given Height of Fill and Pipe Diameter
- Applicable Australian Standards where other than concrete pipes and culverts are used.
- Notwithstanding anything to the contrary in this document the Company may incorporate the following into drainage works:
 - galvanised metal batter drains
 - PVC stormwater pipes in sediment/pollutant trap outlet structures
 - sediment traps to be as per type B detail on drawing 41355/01
 - flush jointed concrete drainage pipes where the hydraulic head is not greater than 1.5 metres.
- The design of the whole of the stormwater system to collect and discharge stormwater external to the M5 Western Link Land is to be in accordance with the requirements of Liverpool City Council.
- In general all drainage from the M5 Western Link will be discharged into adjacent local drainage systems.

- The basic design criteria is to provide conduits to pass the 1:100 flood transversely across the M5 Western Link without raising upstream flood levels.
- Pollution/sedimentation control measures will be constructed to handle discharge from the road pavement similar to those measures used on the F5 Tollroad Project designed to collect sediment and pollutants to comply with the relevant statutory authority.

(3) **Sub-pavement drainage design**

Design of subpavement drainage for **Major Roadworks (Design Instruction) Road Design Engineer, May 1984**. Narrow rectangular type subsoil drains may be used.

(4) **Traffic signal design**

Manual of Traffic Signal Practice, DMR NSW 1982 as amended to September 1989.

(5) **Traffic sign design**

Interim Guide to Signs and Markings, DMR NSW 1981 as amended to September 1989.

(6) **M5 Western Link pavement design**

- Generally pavement design of the M5 Western Link must be in accordance with **MR Form 76, Supplement to the NAASRA Guide to the Structural Design of Road Pavements** and, as an additional and separate obligation, must comply with all other relevant requirements of these criteria.
- Specifically pavement design criteria will be as for F5 Tollroad Project, in particular CBR values will be based on 4 day soak and shoulders will be subject to a lesser design loading to RTA approval.
- Pavements (including ramp pavements) must be designed for twenty year life with rehabilitation to an ultimate forty year design life at appropriate intervals. Open grade wearing course will have a seven year design life and will not be polymer modified.

(7) **Guardfence design**

MR Form No 246, Warrant for the Use of Guard Fences, DMR NSW 1972, using either wire rope type or standard steel guardrail.

(8) **Streetlighting design**

Must be in accordance with the relevant Electricity Authority's requirements and relevant Australian Standards - NAASRA streetlighting design guide for ramps.

(9) **Landscaping design**

Must be to the standard in the Environmental Impact Determination.

(d) **Bridgeworks**

(1) **Design**

The bridges must be designed in accordance with **Austroads 1992 Bridge Design Code**. The minimum 28 day compressive strength of concrete in any bridge or part thereof must be 30MPa and the minimum height of pedestrian barriers must be not less than 1,100mm.

- Steel bridges must be designed in accordance with **NAASRA 1976 Code**.

(2) **Piles**

(A) Where driven steel piles are located permanently in free water, the pile zone located in the water must be encased in reinforced concrete to a minimum depth of 1.5 metres below the mud line. The encasement is to provide 180mm minimum cover over the steel section and the crack control reinforcement around the steel section is to have 75mm cover to the reinforcement.

(B) Where driven steel piles are proposed, a minimum of 2 sample holes at least 3m apart are to be excavated at each abutment and pier location. Samples of soil and ground water taken at each of these holes are to be analysed and driven steel piles must not be used at any location where the pH values lie outside the range of 5.0 to 9.0, unless the steel piles are encased in reinforced concrete (as required by clause 2.5(d)(2)(A) above) for their complete length.

- (C) Steel piles must be encased in reinforced concrete, as required by clause 2.5(d)(2)(A) above, to a minimum depth of 1.5m into undisturbed soil and for their complete length within placed soil.

(3) Reinforced concrete approach slabs

- Concrete bridges must be provided with adequately designed and suitably proportioned approach slabs at each bridge abutment. One end must be supported by the bridge to prevent earth settlement next to the bridge.

Clauses 2.5(d)(4), (5) and (6) below apply for composite steel girder and concrete deck bridges

(4) Provision of longitudinal reinforcement

- The NAASRA BDS 1976, section 7, clause 7.7.2.3, requires the longitudinal reinforcement in the deck to be sufficient to counteract the effects of temperature differential and concrete shrinkage. The effects of live load for both local (distribution reinforcement) and global effects also need to be considered, as does the effect of creep in relieving the shrinkage stresses.
- Irrespective of the results of the above analysis, the following minimum area of reinforcement is to be included when detailing the longitudinal reinforcement in the sagging moment regions:
 - Simply supported spans : 1,000mm²/m in each face;
 - Continuous spans : 1,500mm²/m in each face
- The above requirements are equivalent to size 16 bars at 200mm centres and size 20 bars at 200mm centres respectively, using structural grade deformed bars.
- The minimum requirements do not apply to the hogging moment region of continuous spans, where the hogging moment resulting from live load will be significant but will vary depending on the span arrangement. Assuming the current practice of providing stud welded shear connectors in the hogging moment region, the reinforcement required will depend on the hogging live load moment developed as well as the effects of shrinkage and temperature. However,

additional reinforcement will normally be required to that required for the sagging moment regions to meet requirements (in particular for crack widths) of the NAASRA BDS.

(5) **Splices**

Welded splices must be used to connect main longitudinal steel members.

(6) **Painting**

The painting system must be as follows:

- **Surface preparation**

Abrasive blast cleaned to AS1627.4, class 3
Surface grit blasted
Surface profile height: 25 to 65 microns.

- **Materials**

Inorganic zinc primer: a two pack solvent based inorganic zinc silicate primer conforming to AS2105 Type 4 and GPC-C-29/8A;

Organic zinc primer: a two pack zinc rich polyamide cured epoxy primer conforming to GPC-C-29/16;

MIO epoxy: a two pack micaceous iron oxide pigmented polyamide cured epoxy coating conforming to GPC-C-29/7.

- **Paint coatings**

Coating No	Paint	Minimum dry film thickness (microns)
1	Inorganic zinc primer	75
2	NIO epoxy	125
3	MIO epoxy	125
TOTAL		325

- **Colours of MIO epoxy coatings**

1st Coat: **DMR Bridge Grey Intermediate**
2nd Coat: **DMR Bridge Grey Finish.**

- **Repairs**

Organic zinc rich primer may be used in lieu of inorganic zinc primer for repair of scratched and slightly damaged areas of the inorganic zinc prime coat.

(e) **Erosion control**

Erosion control measures must comply with Environmental Protection Authority requirements, the Soil Conservation Service of NSW and the RTA publication on **Erosion and Sedimentation, April 1989**.

PART 3

SITE INVESTIGATIONS AND SURVEYS

3.1 Site investigations and surveys

- The Company must undertake all site investigations and surveys required for the planning, design, construction and operation of the M5 Western Link in accordance with **AS 1726 SAA Site Investigation Code**.
- The Company must provide to the RTA detailed reports of site investigations undertaken in accordance with this clause.

PART 4
CONSTRUCTION

4.1 General requirements

(a) Standards of materials and workmanship

Construction methods, materials and workmanship must comply with the accepted standards specified by current Australian Standards and the **RTA Technical Specification** available in December 1992.

(b) Quality of material

Only materials of high quality, free from defects and imperfections, unused and of recent manufacture and workmanship of high quality, in accordance with current practice, may be used in the M5 Western Link.

4.2 Quality assurance

(a) The Company must institute a quality assurance system in accordance with AS3901-1987.

(b) During design and construction the RTA must have full access to the quality assurance scheme in order to monitor the M5 Western Link.

PART 5

TOLLROAD OPERATION, MAINTENANCE AND REPAIR CRITERIA

5.1 General requirements

- Road maintenance and operations of the M5 Western Link must be suitable for safe travel on a high speed, high standard urban freeway.
- A 24 hour, 7 day a week callout facility must be provided.

5.2 Roadway areas to be maintained

The Company must maintain all the work done as part of the construction and operation of the M5 Western Link except for the M5 Western Link Ancillary Works.

5.3 Maintenance manual

- (a) Three months prior to the M5 Western Link Commencement Date, a Maintenance Manual must be submitted to the RTA. The Maintenance Manual must detail to the satisfaction of the RTA procedures to ensure that the facilities are maintained to a standard comparable with the M5 Motorway and that the criteria set out in clause 2.3(g) are met.
- (b) The Maintenance Manual must cover among other things:
 - (1) Organisation
 - the maintenance organisation (that is, number and type of personnel) to be established
 - the criteria for selection of the members in the organisation
 - the vehicles and plant to be used in the maintenance operations
 - the location and type of maintenance headquarters
 - emergency callout arrangements
 - the attire of maintenance organisation personnel working on the M5 Western Link.

(2) Inspection, timing of maintenance work, repairs

- the inspection and recording frequency of maintenance work
- the timing of various routine and specific maintenance activities
- guidelines on the frequency of maintenance work to:
 - repair potholes, broken concrete slabs, lifted asphaltic concrete surfacing
 - replace broken concrete pavement slabs
 - remove debris against cross drainage structures and bridge scuppers
 - restore scours caused by water run-off or discharge from culverts
 - stop undermining of lined catch-drains
 - repair damaged boundary fencing and noise barriers
 - repair cut and fill batter slips.
- the frequency of grass cutting of roadside and median areas
- the frequency of changing streetlights
- the frequency of linemarking.

(3) Standard of maintenance work

- the quality of materials to be used in carrying out maintenance
- the standard of workmanship required from the maintenance organisation.

(4) Accidents

- arrangements to give immediate notice to the RTA concerning accidents involving serious casualties, injuries or traffic delays after implementing any appropriate actions at the site of the accident. All relevant details in respect of the apparent cause, the extent of damage and the expected hold-up of traffic must be advised

- arrangements for temporary safeguards to be provided for traffic following an accident together with a system for inspection and recording of road conditions and photographing of accident sites
- timing of repairs as a result of any accident causing damage to the road surface or road furnishings (signs, lighting, guardfence, etc.)
- arrangements to remove and clean up spilled toxic liquid products from the M5 Western Link.

5.4 Specific maintenance requirements

- (a) Initial NAASRA roughness must be at a rate less than 40 counts per km over any 200m continuous length and must be maintained at a rate below 70 counts per km over any 200m continuous lane lengths.
- (b) The pavement surfaces:
 - must be constructed and maintained so that there is not a deviation greater than 10mm from a 3m straight edge, laid in any direction, at any stage;
 - as an additional requirement, must not pond water;
 - must be maintained with surface co-efficients of friction not less than those applicable from **MR Circular No. 2, 1984**; and
 - must be cleared on any obstacles, debris or spillage which present a safety hazard.
- (c) A minimum of one traffic lane must be maintained for each direction except for emergencies. Any work carried out on the pavement must have traffic provisions to the standard of the **Specification for Control of Traffic at Works on Roads, RTA 1989**. The full pavement width must be available for traffic during all NSW school holidays.
- (d) The road reserve must be maintained in accordance with Council requirements in respect of noxious weeds and must be kept clear of litter. Roadside verges must be clear of unnecessary hazards.
- (e) Linemarking, delineation, lighting and signposting must be maintained to provide good visibility under night time conditions at operating speeds.
- (f) All improvements, including, without limitation, bridges, drainage structures, guardfencing and signposting must be maintained in good repair from both a structural and visual aspect. Boundary fencing must be

maintained in good condition. A high level of visual acceptance of the M5 Western Link must be maintained.

- (g) Landscaping must be maintained in good order and dead plants replaced promptly in accordance with the Environmental Impact Determination.
- (h) Composite pavement rehabilitation requires the rotomilling and replacement of the cracked structural asphalt (as a minimum) plus the open grade asphalt. It may be acceptable, if levels permit, to overlay the initial pavement with structural grade asphalt, on condition that the open grade asphalt is removed first.

5.5 M5 Western Link repavement

- (a) The Company, in addition to any obligation in the M5 Western Scope of Works and Design Criteria to maintain and repair the M5 Western Link pavement, must resurface and rehabilitate the M5 Western Link pavement as reasonably required by the RTA after consultation with the Company. This obligation may require the Company to rehabilitate and completely resurface the M5 Western Link pavement.
- (b) Without limiting clause 5.5(a), the Company and the RTA agree that the Company must completely resurface the entire M5 Western Link pavement during the final three years of the Term. The Company and the RTA agree that this resurfacing of the M5 Western Link must:
 - (1) comply with the requirements of this deed including those specified in clauses 5.4(a), 5.4(b) and 5.4(c) of the Scope of Works and Design Criteria; and
 - (2) include 55mm milling plus 70mm overlay of new asphalt as a minimum,

as may be modified by agreement under clause 5.5(c).
- (c) The Company may, at any time during the Term, provide the RTA with a proposal setting out alternative options in relation to the complete resurfacing contemplated in clause 5.5(b) (including as a result of any new technologies or other opportunities which would produce the same performance outcome). The RTA must:
 - (1) consider and negotiate any such proposals reasonably and in good faith; and
 - (2) not seek any commercial or financial advantage (including any shares in savings) in respect of any such proposal provided the

performance standards of the M5 Western Link remained the same or were improved.

5.6 Maintenance of paint system on steel bridges

- (a) The system adopted must generally be in accordance with **AS2312 (Guide for Maintenance Painting) Steel Corrosion Protection**.
- (b) Frequency and extent of maintenance
- Maintenance inspection every 2 years and repair where necessary including bird nest removal.
 - When initial paint system is 5 years old, wash down with jet washer and repair where necessary.
 - When initial paint system is between 10 and 12 years old, wash down with jet washer and provide overall application of the final finishing paint after effecting any necessary repairs, that is, spot blasting to remove areas of rust and paint breakdown and rebuilding with the original specified primer and finishing coats.
 - When initial paint system is 15 years old, wash down with jet washer and repair where necessary.
 - When initial paint system is between 20 and 22 years old and before end of M5 Western Link Term, wash down with jet washer and provide overall application of the final finishing paint after effecting any necessary repairs (if the paint is in good condition) or replace completely with the original specified system or alternative agree system in accordance with current practice AS2312 or equivalent.
 - After 20-22 years, repaint and repeat above paint maintenance cycle.

APPENDIX A
CONCEPT DRAWINGS

PLAN AND PROFILE

M53A/CD/LCP/2921/01	General scope of work
M53A/CD/MPL/1035/00	Heathcote Road - exit ramp
M53A/CD/MPL/1043/03 to 1052/01	Plans
M53A/CD/MPL/1063/01 to 1072/01	Longitudinal Sections
M53A/CD/MPL/1086/01 to 1087/01	Long Section - Hume Highway - entry ramp
M53A/CD/MPL/1096/01 to 1098/01	Long Sections - Camden Valley Way - ramps

CROSS SECTIONS

M53A/CD/MPL/1101/01 to 1002/01	Typical Sections
M53A/CD/MPL/1112/01 to 1117/01	Motorway Sections
M53A/CD/MPL/1126/01 to 1127/01	Sections - Hume Highway
M53A/CD/MPL/1136/01 to 1138/01	Sections - Camden Valley Way

BRIDGES

M53A/CD/MPL/1791/00	De Meyrick Ave - General Arrangement
M53A/CD/MPL/1821/01	Kurrajong Rd - General Arrangement
M53A/CD/MPL/1851/01	Box Rd footbridge - General Arrangement
M53A/CD/LCP/1763/00	Hume Highway
M53A/CD/LCP/1951/00	Camden Valley Way
M53A/CD/LCP/1931/00	Near Beech Road

UTILITIES

M53A/CD/LCP/7000/00	General Arrangement - Major Service Relocations
M53A/CD/LCP/7002/03	Hume Hwy - Existing Utilities
M53A/CD/LCP/7003/01	Gibb St & De Meyrick Ave - Sewer Adjustments
M53A/CD/LCP/7004/02	Graham Ave & Box Rd - Existing Utilities
M53A/CD/LCP/7005/02	Carnation Ave; Verbena Ave; Chrysanthemum Ave & De Meyrick Ave
M53A/CD/LCP/7006/02	Kurrajong Rd - Existing Utilities
M53A/CD/LCP/7007/02	Cedar Rd, Beech Rd & Wattle Rd - Existing Utilities

M53A/CD/LCP/7008/02
M53A/CD/LCP/7010/00

Camden Valley Way - Existing Utilities
Kurrajong Rd - Relocated Services

DRAINAGE

M53A/CD/MPL/1223/02
M53A/CD/MPL/1224/02
M53A/CD/MPL/1225/01
M53A/CD/MPL/1226/01
M53A/CD/MPL/1227/01
M53A/CD/MPL/1228/01
M53A/CD/MPL/1229/01
M53A/CD/MPL/1230/01

Drainage Ch 23450 - Ch 24100
Drainage Ch 24100 - Ch 24800
Drainage Ch 24800 - Ch 25500
Drainage Ch 25500 - Ch 26200
Drainage Ch 26200 - Ch 26900
Drainage Ch 26900 - Ch 27600
Drainage Ch 27600 - Ch 28200
Drainage Ch 28200 - Ch 28900

GENERAL

M53A/CD/MPL/1030/00 to 1033/00

F5/WD/CSR/41355/01

Moorebank Ave to Hume Hwy - Tidal
Flow
Drainage Detail Sediment Pollutant Trap

3. Part 3 – Other amendments to the M5 Western Link Project Deed

- 3.1 With effect from the Satisfaction Date, the definition of **Account** in the M5 Western Link Project Deed is deleted and replaced with:

"**Account** means the Main Account as defined in the Facility Agreement."

- 3.2 With effect from the Satisfaction Date, in paragraph (b) of the definition of **Early Termination Amount** in the M5 Western Link Project Deed, the words "M5 Western Link Financing Arrangements" are deleted and replaced with "Facility Agreement".

- 3.3 With effect from the Satisfaction Date, in clause 13.5(a) of the M5 Western Link Project Deed, the words "(including without limitation any payment required to be made by the Company pursuant to clause 14.03 of the facility agreement between the Company and Infravest (No. 1) Pty Limited of the same date as the date of this deed)" are deleted.

- 3.4 With effect from the Satisfaction Date, clause 13.5(d) of the M5 Western Link Project Deed is deleted and replaced with the following:

"(d) Notwithstanding any other provision of this deed or the F-5 Tollroad Project Deed, in no event will the amount of compensation payable by the RTA and the Minister for any loss of profit claimed by the Company exceed an amount equal to:

- (1) the amount necessary to enable the Company to receive on its investment the Expected Financial Return, calculated by using an all equity basis (including an adjustment to tax payable as set out in the Base Case Model, which eliminates the deductions arising from financing costs), consistent with the methodology included in the 'rms' worksheet in the Base Case Model, and after taking into account the financial return actually derived by the Company from the F-5 Tollroad Project and the M5 Western Link Project prior to the date of determination of the amount of that compensation,

less:

- (2) the Early Termination Amount."

- 3.5 With effect from the Satisfaction Date, a new clause 13.5A is inserted as follows:

"13.5A Termination and damages payments under this deed

- (a) The parties acknowledge and agree that, notwithstanding any provision of any M5 Western Link Project Document, any M5 West Widening Project Document (as defined in the F-5 Tollroad Project Deed) or the F-5 Tollroad Project Deed, where both this deed and the F-5 Tollroad Project Deed are terminated:

- (1) the Company is not entitled to claim, and the RTA and the Minister are not liable or obliged to pay or compensate for, the same loss or amount twice under both this deed and the F-5 Tollroad Project Deed;
- (2) payment by the RTA or the Minister to the Company in respect of the Company's loss, damage, cost, charge or expense under this deed will satisfy and discharge any liability or obligation of the RTA and the Minister

for the same loss, damage, cost, charge or expense under the F-5 Tollroad Project Deed (and vice versa);

- (3) payment by the Minister to the Company of the amount referred to in paragraph (a) of the definition of the Early Termination Amount (as defined in the F-5 Tollroad Project Deed) will satisfy and discharge the Minister's obligation to pay the amount referred to in paragraph (a) of the definition of Early Termination Amount as defined in this deed (and vice versa); and
- (4) for the purposes of clause 13.5(b) of this deed, the satisfaction and discharge referred to in clause 13.5A(a)(3) shall be deemed to be payment by the Minister of the amount referred to in paragraph (a) of the definition of Early Termination Amount as defined in this deed.

- (b) The parties acknowledge and agree that the M5 Western Link Bank Debt (as defined in this deed) forms part of, and is included within, the Bank Debt."

3.6 With effect from the Satisfaction Date, a new clause 13.9 is inserted as follows:

"13.9 Termination of this deed upon termination of F-5 Tollroad Project Deed

This deed will automatically terminate upon the termination of the F-5 Tollroad Project Deed, and:

- (a) where the F-5 Tollroad Project Deed was terminated by the Company pursuant to clause 13.3 of the F-5 Tollroad Project Deed, the Company will also be taken to have terminated this deed under clause 13.3 of this deed;
- (b) where the F-5 Tollroad Project Deed was terminated by RMS pursuant to clause 13.1 of the F-5 Tollroad Project Deed, RMS will also be taken to have terminated this deed under clause 13.1 of this deed."

3.7 With effect from the Date of Construction Completion, the definition of **M5 Western Link Term** in the M5 Western Link Project Deed is amended by replacing "twenty eight (28th) anniversary of the M5 Western Link Commencement Date" with "10 December 2026" or such other date as may be determined in accordance with the operation of clause 8.3(c)(ii) of annexure A of the M5 West Widening Deed.

4. Part 4 – Amendments to M5 Leases

4.1 Amendments to Lease (excluding the Moorebank Avenue Lease)

- (a) With effect from the Satisfaction Date, the definitions of "Base Case Model" and "Expected Financial Return" are deleted from clause 1.1.
- (b) With effect from the Date of Construction Completion, the **Term** in Item G(1) of the cover page of the Lease (excluding the Moorebank Avenue Lease) is amended to reflect the appropriate period of the term as referred to in clause 4.1(c) below.
- (c) With effect from the Date of Construction Completion, the definition of **Term** in the Lease (excluding the Moorebank Avenue Lease) is amended by replacing "midnight on 22 August 2023" with "midnight on 10 December 2026" or such other date as may be determined in accordance with the operation of clause 8.3(c)(ii) of annexure A of the M5 West Widening Deed.

4.2 Amendments to Moorebank Avenue Lease

- (a) With effect from the Date of Construction Completion, the **Term** in Item G(1) of the cover page of the Moorebank Avenue Lease is amended to reflect the appropriate period of the term by reference to the amended Terminating Date referred to in clause 4.2(b) below.
- (b) With effect from the Date of Construction Completion, the **Terminating Date** in Item G(3) of the cover page of the Moorebank Avenue Lease is amended by deleting "22 August 2023" and replacing them with "10 December 2026" or such other date as may be determined in accordance with the operation of clause 8.3(c)(ii) of annexure A of the M5 West Widening Deed.

4.3 Amendments to Western Link Lease

- (a) With effect from the Date of Construction Completion, the **Term** in Item G(1) of the cover page of the M5 Western Link Lease is amended to reflect the appropriate period of the term by reference to the amended Terminating Date referred to in clause 4.3(b) below.
- (b) With effect from the Date of Construction Completion, the **Terminating Date** in Item G(3) of the cover page of the M5 Western Link Lease is amended by deleting "22 August 2023" and replacing them with "10 December 2026" or such other date as may be determined in accordance with the operation of clause 8.3(c)(ii) of annexure A of the M5 West Widening Deed.