



# WestConnex M5 Project Deed Schedules

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**PART A**  
**GENERAL**

## **SCHEDULE 1**

### **Conditions precedent**

(Clause 5)

1. All of the Project Documents (other than the Deed of Appointment of Environmental Representative, the M5 Leases and M5 Subleases and any mortgage of those leases and subleases, the Payment Certifier Deed, the O&M Deed, the Operator's Side Deed, the O&M Guarantee, the O&M Financier Consent Deed and the Manager Shareholder's Agreement) have been executed by all parties to them in a form satisfactory to RMS and all conditions precedent to those Project Documents have been satisfied (other than any condition precedent which requires the satisfaction or waiver of the conditions precedent to this deed).
2. The insurance policies required by sections 1(a), 1(b) and 1(e) of Schedule 46 have been effected substantially in the form of the wording set out in Schedule 59 (where relevantly set out there) or as otherwise agreed by the parties and a certified copy of these insurance policies has been provided to RMS.
3. RMS has received the Security Bond referred to in clause 10.1.
4. The Trustees have received a certified copy of rulings from the Australian Taxation Office of the Commonwealth in a form acceptable to the Trustees and in accordance with the terms agreed by RMS prior to Financial Close.
5. RMS has received:
  - (a) the Base Case Financial Model in a form satisfactory to RMS; and
  - (b) a letter from the Project Trustee and Asset Trustee confirming that the Base Case Financial Model is identical to the model previously provided to RMS except as set out in the letter, such letter to be in a form satisfactory to RMS.
6. The Equity Documents have been executed by all parties to them in a form satisfactory to RMS and all conditions precedent to those Equity Documents have been satisfied (other than any condition precedent which requires the satisfaction or waiver of the conditions precedent to this deed).
7. The Minister has made a declaration under section 52 of the Roads Act that such part of the Motorway as is shown on the plan which is Exhibit I is a tollway.
- 7A. The Minister has directed under section 63 of the Roads Act that all the functions of a roads authority in respect of that part of the Motorway as is shown on the plan which is Exhibit I are the responsibility of RMS.
8. All other necessary Ministerial consents and approvals (other than the Primary Planning Approval and the EPBC Act Approval), including the approval of the Treasurer of New South Wales under section 20(1) of the PAFA Act to the entry by RMS into the joint financing arrangement embodied in this deed have been obtained.
9. The PAFA Act Guarantee has been executed by the NSW Government.

**SCHEDULE 2**

**Not Used**

### **SCHEDULE 3**

#### **Commercially Sensitive Information**

(Clause 30)

Commercially Sensitive Information is limited to:

1. The Equity Return.
2. The Base Case Financial Model, the Model Outputs Schedule, the amount of the Equity Contributions, the Qualifying Adverse Effect Threshold amounts and the terms and level of bonding under this deed.
3. The base case traffic and revenue forecasts.
4. The monetary thresholds in clause 25.2(c).
5. The margins and rates under the New M5 Main Works D&C Deed (including the D&C Margins and foreign exchange rates), the terms, amounts payable to the Contractors (including provisional sums, termination payments, and other discretionary amounts), level of bonding, rates and liability caps (including any liquidated damages cap or general cap) under the New M5 Main Works D&C Deed and the total amount payable to the Contractors pursuant to the New M5 Main Works D&C Deed.
6. The personnel and salaries of the Contractors.
7. Schedule 48 (D&C Payment Schedule) of the New M5 Main Works D&C Deed.
8. The fees, margins and rates payable to the Operator under the O&M Deed (including the O&M Margin).
9. All costs associated with running the back-of-house arrangements, including tolling, casual users and clearing house.
10. The terms and level of bonding under the O&M Deed.
11. The personnel and salaries of the Operator.
12. The fees, margins and rates payable to the Tolling Equipment Works Contractor under the Tolling Equipment Works Deed.
13. The terms and level of bonding under the Tolling Equipment Works Contract.
14. The personnel and salaries of the Tolling Equipment Works Contractor.
15. The fees, margins and rates payable to the Tolling Contractor (Back Office) under the Tolling Contract (Back Office).
16. The terms and level of bonding under the Tolling Contract (Back Office).
17. The personnel and salaries of the Tolling Contractor (Back Office).
18. The structure, commercial terms, pricing, amounts, margin and fees payable pursuant to the Equity Documents, any voting requirements and restrictions, any condition precedent to any funding, and restrictions and all information relating to or arising otherwise from or in connection with the rights, powers or remedies of the parties in connection with any default, potential event of default or any rights to remedy a default under any Equity Document.



19. The Debt Financing Documents.
20. Information identified as Commercially Sensitive Information in Schedule 3 of the New M5 Main Works D&C Deed.

## SCHEDULE 4

### Dispute Resolution Procedure

(Clause 32)

#### 1. **DISPUTES**

Unless otherwise expressly provided in this deed, all Disputes between RMS and any Trustee must be resolved in accordance with this Dispute Resolution Procedure.

#### 2. **NOTICE OF DISPUTE**

Where a Dispute arises, a party may serve a notice in writing on another party specifying:

- (a) that it is a Notice of Dispute under section 2 of this Schedule 4;
- (b) the Dispute;
- (c) particulars of the Dispute; and
- (d) the position which the party believes is correct,

**(Notice of Dispute).**

#### 3. **NEGOTIATION**

- (a) If a Notice of Dispute is served, the persons holding the position of chief executive officer of RMS (on the one hand) and chief executive officer of the relevant Trustee (on the other hand) or their nominees (the **Representatives**) must meet and undertake good faith negotiations for the purpose of attempting to resolve the Dispute (the **Negotiation**).
- (b) Unless otherwise agreed in writing, all communications at or related to the Negotiation are without prejudice and are inadmissible in any process under the Dispute Resolution Procedure or in any other legal proceeding.
- (c) Any agreement reached at the Negotiation must be in writing and signed by both parties.

#### 4. **REFERRAL TO EXPERT DETERMINATION**

If the Dispute has not been resolved within 20 Business Days after the date on which the Notice of Dispute was given (or such longer period of time as the Representatives or the parties may have agreed in writing), then, whether or not a meeting under section 3 has occurred, the Dispute must be and is referred to expert determination in accordance with this Schedule 4.

#### 5. **EXPERT DETERMINATION**

- (a) The parties agree that any dispute which is referred to expert determination will be determined in accordance with this clause and the Institute of Arbitrators and Mediators Australia (**IAMA**) Expert Determination Rules (2010 Edition), as modified by Appendix A to this Schedule 4.
- (b) The expert's determination:
  - (i) will be final and binding, unless a party serves a notice of dissatisfaction on the other party within 7 days of the expert's determination; and

- (ii) must be complied with unless and until it is overturned, reversed, varied or otherwise changed by an arbitral award.

**6. REFERRAL TO ARBITRATION AFTER EXPERT DETERMINATION**

- (a) If a notice of dissatisfaction is served under section 5(b)(i), the Dispute must be referred to arbitration under section 7.
- (b) If a party fails or refuses to comply with the expert's determination, then the other party may, without prejudice to any other rights it may have, refer any such non-compliance as a Dispute, to arbitration under section 7. Sections 2 to 6 will not apply to this type of Dispute.

**7. ARBITRATION**

- (a) If any Dispute is referred to arbitration:
  - (i) the seat of the arbitration shall be Sydney, Australia;
  - (ii) the arbitration shall be conducted in accordance with the Australian Centre for International Commercial Arbitration (**ACICA**) Arbitration Rules 2011, as modified by Appendix B to this Schedule 4;
  - (iii) the number of arbitrators shall be one;
  - (iv) the language of arbitration shall be English; and
  - (v) the arbitration shall be administered by ACICA.
- (b) The parties agree that an appeal may be made in accordance with section 34A of the *Commercial Arbitration Act 2010* (NSW) on a question of law arising out of any award issued pursuant to this section 7 of Schedule 4.
- (c) Subject to section 8, this section 7 is governed by the laws of New South Wales, Australia.

**8. EXCLUSION OF PROPORTIONATE LIABILITY FROM DETERMINATION OR AWARD**

In respect of any expert or arbitrator appointed in relation to a Dispute, the parties agree that, to the extent permitted by law:

- (a) the powers conferred and restrictions imposed on a court (as that term is defined in the *Civil Liability Act 2002* (NSW)) by any Relevant Proportionate Liability Legislation are not conferred or imposed on him or her; and
- (b) the expert or arbitrator (as the case may be) has no power to make any determination or award by applying or considering the provisions of any Relevant Proportionate Liability Legislation.

**9. URGENT RELIEF**

Nothing in this Schedule 4 will prejudice any right a party may have to seek urgent interlocutory relief from a court in respect of a Dispute.

**10. LIMITATION PERIODS**

If a limitation period applicable to a cause of action relating to a Dispute expires during any of the processes set out in sections 2 to 7, each party agrees that:

- (a) the limitation period will be deemed to be extended by a period equal to the number of days between the date the Notice of Dispute was served and the later of the date the negotiation process concludes and the date the expert determination process concludes; and
- (b) it will not rely, in any proceeding, on the expiry of a limitation period other than as calculated in accordance with this section 10 of Schedule 4.

11. **SURVIVE TERMINATION**

This Dispute Resolution Procedure will survive termination of this deed.

12. **SEVERANCE**

If at any time any provision of this Schedule 4 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Schedule 4; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Schedule 4.

13. **CONTINUATION OF CONTRACTUAL OBLIGATIONS**

Despite the existence of a Dispute between the parties to this deed, the parties must continue to comply with and perform their obligations under this deed.

14. **ROLE OF SECURITY TRUSTEE**

- (a) The parties acknowledge that, on and from the date the Debt Financing Documents come into effect, the Debt Financiers and the Security Trustee may have an interest in the outcome of certain Disputes and claims under this deed.
- (b) On and from the date the Debt Financing Documents come into effect, the Asset Trustee:
  - (i) will be entitled to give the Security Trustee copies of all documents, information and other material given to the expert under section 5 or to the arbitrator for the purposes of arbitration under section 7; and
  - (ii) may, with RMS's prior written consent or as otherwise provided in the Financier Tripartite Deed (from the date the Financier Tripartite Deed comes into effect):
    - (A) allow the Security Trustee to:
      - (aa) attend and participate at any meetings or negotiations between any Trustee and RMS and any hearing held by the expert or other meetings between any party and the expert in relation to the Dispute or claim and at any arbitration of the Dispute under section 7; and
      - (bb) make submissions in the expert hearing or meetings or arbitration (as the case may be); and

- (cc) have proceedings between any Trustee and the Security Trustee consolidated or heard together with the proceedings between RMS and the relevant Trustee.

## **Appendix A – Modification to the IAMA Expert Determination Rules**

Pursuant to sub-Rule 4(2)(b) of the Institute of Arbitrators and Mediators Australia (IAMA) Expert Determination Rules (2010 Edition), the parties agree to modify the application of those Rules as follows. All Rules that are not referred to below remain unchanged.

### **1. RULE 1 Definitions**

**Insert the following new definitions after the definition of "the Process":**

**"Relevant Proportionate Liability Legislation"** means:

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

**"Relevant Security of Payment Legislation"** means:

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

### **2. RULE 5 Role of the Expert**

**Insert the wording "*the Contract, the requirements of procedural fairness,*" in sub-Rule 1. as follows:**

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, *the Contract, the requirements of procedural fairness,* and according to law.

**Sub-Rule 4. shall be renumbered sub-Rule 4.(a) and insert after sub-Rule 4(a) additional sub-Rules 4.(b), (c) and (d) as follows:**

(b) The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

(c) If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must notify the parties immediately in writing.

(d) The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c) above, unless the parties agree otherwise.

**3. RULE 9 Conduct of the Process**

**Insert additional sub-Rule 2A, after sub-Rule 2, as follows:**

2A. The rules of evidence do not apply to the Process.

**4. RULE 10 The Expert's Determination**

**Replace sub-Rule 3. with the following:**

3. Unless otherwise agreed by the parties, the Expert's determination:

(a) may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;

(b) must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;

(c) may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and

(d) to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

**5. RULE 12 Waiver of Right to Object**

**Delete Rule 12 in its entirety.**

**6. RULE 14 Extension of Limitation Period**

**Delete Rule 14 in its entirety.**

## **Appendix B - Modification of the ACICA Arbitration Rules**

Pursuant to sub-Rule 2.1 of the rules of arbitration of the Australian Centre for International Commercial Arbitration (2011 edition), the parties agree to modify the application of those Rules as follows. All Rules that are not referred to below remain unchanged.

### **1. RULE 17 General Provisions**

**Delete sub-Rule 17.1 and replace it as follows:**

17.1 Subject to these rules, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, provided that it is conducted with a view to providing the parties with an arbitration that is quick, cost effective and fair, considering especially the amounts in dispute and the complexity of issues or facts involved.

### **2. RULE 31 Waiver of Rules**

**Delete Rule 31 in its entirety.**



## SCHEDULE 5

### Moral Rights Consent

(Clause 29.4)

#### MORAL RIGHTS CONSENT

**THIS DEED POLL** is made on the \_\_\_\_\_ day of \_\_\_\_\_.

**BY:** [Name of individual] of [address], [occupation] (**Author**)

**IN FAVOUR OF** **Roads and Maritime Services (RMS)**

and

**WCX M5 PT Pty Ltd** (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (the **Project Trustee**)

and

**WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (the **Asset Trustee**)

(together, the **Beneficiaries**).

#### WHEREAS:

- (A) RMS proposes to contract out the design, construction, commissioning of the New M5 Main Works and operation of the Motorway (the **Project**).
- (B) The Project Trustee, the Asset Trustee and RMS have entered into the deed dated [*insert date*] in relation to the carrying out of the Project (**Project Deed**).
- (C) The Asset Trustee has engaged The Leighton Dragados Samsung Joint Venture being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Dragados Australia Pty Ltd (ABN 20 151 632 665) of Suite 206, Level 20, Gold Fields House, 1 Alfred Street, Sydney, NSW 2000, and Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (Registration Number 110111-0015762) of 67 Sejong-daero (Taepyungro 2-ga), Jung-gu, Seoul, Korea (**Contractor**) under the deed dated [*insert date*] (**D&C Deed**) to carry out the Contractor's Activities (as defined in the D&C Deed) for which the Asset Trustee is responsible under the Project Deed.
- (D) The Author may create or have created one or more literary works, artistic works or other copyright material (whether created before or after the date of this Moral Rights Consent) for the purposes of or otherwise for use in connection with the Project (**Copyright Material**).

#### THE AUTHOR COVENANTS as follows:

The Author in consideration of the Contractor (on behalf of the Beneficiaries) paying the Author one dollar (\$1) (receipt of which is hereby acknowledged):

1. agrees, to the extent permitted by law, not to sue, enforce any claim, bring any action or exercise any remedy in respect of any, or any alleged, breach, infringement or other wrongdoing, howsoever or whatsoever occurring, including without limitation

for the breach or alleged breach of any of the Author's "moral rights" under the *Copyright Act 1968* (Cth) (as amended), (whether before or after the date of this Moral Rights Consent) by:

- (a) any or all of the Beneficiaries;
- (b) any contractor which any or all of the Beneficiaries engages;
- (c) any third party to whom any or all of the Beneficiaries sub-licenses (whether express or implied), or grants any other right to use, possess, modify, vary or amend any of the Copyright Material; or
- (d) any third party to whom any or all of the Beneficiaries assigns rights it has in, or in relation to, any of the Copyright Material,

(together, **the Beneficiaries and Associated Persons**) in relation to any of the Copyright Material;

2. without limiting section 1 above, consents to any of the Beneficiaries and Associated Persons:

- (a) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
- (b) falsely attributing authorship of any of the Copyright Material;
- (c) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
  - (i) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
  - (ii) is prejudicial to the honour or reputation of the Author; and

3. without limiting sections 1 or 2, consents to any of the Beneficiaries and Associated Persons:

- (a) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;
- (b) altering any of the Copyright Material by adding to, removing elements from, or rearranging elements of, the Copyright Material, including without limitation by combining elements of any of the Copyright Material with any other material; and
- (c) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.

4. Beneficiaries

- (a) The Asset Trustee may at any time give notice to the Author that another entity is to become an additional Beneficiary under this Deed. The Asset Trustee may give multiple notices under this clause. The Author agrees that on and from the date of the Asset Trustee's notice, the entity identified by the Asset Trustee will be a Beneficiary under this Deed.
- (b) If for any reason a Beneficiary is unable to enforce against the Author its promises under this Deed, the Author agrees that the Asset Trustee may do so on behalf of any and all Beneficiaries.

- (c) Nothing in this Deed amounts to an obligation on the Beneficiaries to comply, or a warranty by the Beneficiaries that it will comply, with the Competition and Consumer Act 2010 (Cth) or any equivalent provision of State or Territory legislation.

**EXECUTED** as a deed poll.

**SIGNED, SEALED** and **DELIVERED** by  
[**NAME OF PARTY**] in the presence of:

\_\_\_\_\_  
Signature of party

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Address of witness

**SCHEDULE 6**

**Not Used**

**SCHEDULE 7**

**Not Used**

**SCHEDULE 8**

**Not Used**

## SCHEDULE 9

### Contractor's Side Deed

(Clause 1.1)

**THIS DEED** is made on 2015

#### BETWEEN:

- (1) **Roads and Maritime Services** (ABN 76 236 371 088) (**RMS**)
- (2) **WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 10 Miller Street North Sydney, NSW 2060 (the **Asset Trustee**)
- (3) **WCX M5 PT Pty Ltd** (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) of Level 18, 10 Miller Street North Sydney, NSW 2060 (the **Project Trustee**)
- (4) **The Leighton Dragados Samsung Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Dragados Australia Pty Ltd (ABN 20 151 632 665) of Suite 206, Level 20, Gold Fields House, 1 Alfred Street, Sydney, NSW 2000, and Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (Registration Number 110111-0015762) of 67 Sejong-daero (Taepyungro 2-ga), Jung-gu, Seoul, Korea (together the **Contractor**)
- (5) **CIMIC Group Limited** (ABN 57 004 482 982) of 472 Pacific Highway, St Leonards, NSW 2065; and
- (6) **Dragados S.A.** (CIF A-15139314) of Avenida del Camino de Santiago 50, 28050 Madrid, Spain,  
  
(together the **D&C Guarantors**)
- (7) **Arcadis Australia Pacific Pty Ltd** (ACN 104 485 289) of Level 5, 141 Walker Street North Sydney, NSW 2060 (the **D&C Independent Certifier**)

#### RECITALS:

- A. RMS, the Asset Trustee and the Project Trustee have entered, or will enter, into the Project Deed for the Project.
- B. The Asset Trustee and the Contractor have entered, or will enter, into the D&C Deed.
- C. The D&C Guarantors have, pursuant to the D&C Guarantees, guaranteed to the Asset Trustee the performance of the Contractor's obligations under the D&C Deed.
- D. The Contractor and the D&C Guarantors have agreed to grant RMS certain rights in relation to the D&C Deed, the D&C Guarantees, any Interface Deed and the D&C Independent Certifier Deed.
- E. The D&C Independent Certifier has agreed to grant RMS certain rights in relation to the D&C Independent Certifier Deed.

## **OPERATIVE PROVISIONS:**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Project Deed definitions**

Definitions in the Project Deed apply in this deed unless the context requires otherwise or the relevant term is defined in this deed.

#### **1.2 Definitions**

**Approved Nominee** means a person nominated by RMS and approved by the Contractor in accordance with clause 4.11 as:

- (a) having legal capacity, power and authority to become a party to and perform the obligations of the Asset Trustee under the D&C Deed; and
- (b) employing persons having the appropriate qualifications, experience and technical competence and having the resources available to it (including committed financial resources and sub contracts) which are sufficient to enable it to perform the obligations of the Asset Trustee under the D&C Deed.

**Assumption Notice** means the notice referred to in clause 4.1.

**D&C Deed** means the contract titled "WestConnex New M5 Main Works D&C Deed" dated on or about the date of this deed between the Asset Trustee and the Contractor.

**D&C Financier Side Deed** means any side deed entered into by the Contractor, the Financiers and other relevant parties after the date of this deed, in connection with the Project.

**D&C Guarantees** means:

- (a) the deed of guarantee and indemnity executed on or about the date of the D&C Deed between CIMIC Group Limited (ABN 57 004 482 982) and the Asset Trustee; and
- (b) the deed of guarantee and indemnity executed on or about the date of the D&C Deed between Dragados S.A. (CIF A-15139314) and the Asset Trustee.

**D&C Independent Certifier Deed** means the deed so titled dated on or about the date of the D&C Deed between the Asset Trustee, the Contractor and the D&C Independent Certifier.

**Default Event** means:

- (a) any default (howsoever described) by the Asset Trustee under the D&C Deed; or
- (b) any other event or circumstance,

which alone or with the giving of notice or passage of time or both, would entitle the Contractor to terminate, rescind, accept the repudiation of, or suspend any or all of the Contractor's obligations under the D&C Deed.

**Default Event Notice** has the meaning given to it in clause 3.2(a).

**Effective Date** means the date of the Assumption Notice.

**General Cap** has the meaning given in the D&C Deed.



**Interface Deed** means any deed or protocols entered into between the Asset Trustee, the Project Trustee, the Contractor and an O&M Contractor covering the allocation of risks between the Contractor and the O&M Contractor and other interface issues.

**Liquidated Damages Cap** has the meaning given in the D&C Deed.

**Moral Rights Consent** has the meaning given in the D&C Deed.

**O&M Contract** means any contract between the Project Trustee and an O&M Contractor in relation to the operation or maintenance (or both) of the New M5 Main Works.

**O&M Contractor** means any contractor engaged to carry out the operation or maintenance (or both) of the New M5 Main Works under an O&M Contract.

**Project Deed** means the deed entitled WestConnex M5 Project Deed dated on or about the date of this deed between RMS, the Asset Trustee and the Project Trustee.

**Step-in Rights** has the meaning given in clause 3.1(a).

### 1.3 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect the interpretation of this deed; and unless the context indicates a contrary intention:
- (b) person includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors, and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) includes in any form is not a word of limitation;
- (e) a reference to any Authority, institute, association or body is:
  - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (f) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:

- (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
- (ii) any consolidations, amendments, re-enactments and replacements;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (i) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (j) if a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) "day" means calendar day;
- (l) a reference to a court or tribunal is to an Australian court or tribunal;
- (m) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) a reference to a "month" is a reference to a calendar month;
- (o) a reference to "\$" or "dollar" is to Australian currency; and
- (p) any reference to "information" will be read as including information, representations, statements, data, samples, bore logs, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

#### 1.4 **Contra proferentem**

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

#### 1.5 **Business Day**

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done:

- (a) if it involves a payment other than a payment which is due on demand, on the preceding Business Day; and
- (b) in all other cases, no later than the next Business Day.

#### 1.6 **Ambiguous terms**

- (a) If RMS considers, or if a party notifies RMS in writing that it considers, that there is an omission, ambiguity, discrepancy, inadequacy or inconsistency in, or between, the documents comprising this deed (including in any schedules, annexures or exhibits), RMS must direct the interpretation of this deed which the other parties must follow.
- (b) RMS, in giving a direction in accordance with clause 1.6(a) is not required to determine whether or not there is an omission, ambiguity, discrepancy, inadequacy or inconsistency in, or between, the documents comprising this deed.

- (c) Any direction which RMS gives in accordance with clause 1.6(a):
  - (i) will not relieve any party from or alter its liabilities or obligations under this deed or otherwise according to Law;
  - (ii) will not entitle any party to make (nor will it make the RMS liable upon) any Claim arising out of or in any way in connection with the direction;
  - (iii) will not limit or otherwise affect RMS's rights against any party, whether under this deed or otherwise according to Law; and
  - (iv) must, in respect of a notice given by a party under clause 1.6(a), be given within 20 Business Days of receipt of that notice.

## 1.7 **Severability**

If at any time any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, then:

- (a) that will not affect or impair:
  - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
  - (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this deed; and
- (b) the provision will be construed in a manner which:
  - (i) avoids the provision being void, illegal, invalid or unenforceable; and
  - (ii) subject to clause 1.7(b)(i), preserves to the maximum possible extent:
    - (A) the enforceability of the provision and the provisions of this deed; and
    - (B) the original effect and intent of this deed.

## 2. **SECURITIES**

### 2.1 **Contractor acknowledgements and consents**

The Contractor:

- (a) acknowledges and consents to the grant of, subject to the Financiers Tripartite Deed, security over all of the Asset Trustee's right, title and interest in and to the D&C Deed and the D&C Guarantees pursuant to the RMS Security;
- (b) acknowledges, subject to the Financiers Tripartite Deed, the rights created under the RMS Security in favour of RMS, including the appointment by the Asset Trustee of RMS as the lawful attorney of the Asset Trustee to do, perform and exercise all things, acts and rights under the D&C Deed on behalf and for the account of the Asset Trustee, pursuant to the RMS Security, subject to the rights of the Security Trustee under the Financiers Tripartite Deed;
- (c) acknowledges and agrees that, without limiting RMS's obligations under this deed, RMS is not subject to any duty or obligation under the D&C Deed as a result of the RMS Security; and

- (d) acknowledges that the grant of the RMS Security is not, and the exercise by RMS of its rights under the RMS Security will not, constitute a Default Event.

## 2.2 **D&C Guarantor acknowledgements and consents**

Each D&C Guarantor:

- (a) acknowledges and consents to the grant of the security over all of the Asset Trustee's rights, title and interest in and to the D&C Guarantees pursuant to the RMS Security;
- (b) acknowledges the rights created under the RMS Security in favour of RMS, including the appointment by the Asset Trustee of RMS as the lawful attorney of the Asset Trustee to do, perform and exercise all things, acts and rights under the D&C Guarantees on behalf of and for the account of the Asset Trustee, pursuant to the RMS Security, subject to the rights of the Security Trustee under the Financiers Tripartite Deed;
- (c) acknowledges and agrees that, without limiting RMS's obligations under this deed, RMS is not subject to any duty or obligation under the D&C Guarantees as a result of the RMS Security; and
- (d) acknowledges that the grant of the RMS Security does not, and the exercise by RMS of its rights under the RMS Security will not, give rise to any rights by the D&C Guarantors to revoke or terminate the D&C Guarantees.

## 3. **RMS'S RIGHT TO CURE DEFAULT EVENT**

### 3.1 **RMS's cure rights**

- (a) On becoming aware of any Default Event (and subject to clause 3.1(b)), RMS may (but is not obliged to) take steps to cure or remedy, or procure the cure or remedy of, that Default Event (**Step-in Rights**).
- (b) Clause 3.1(a) only applies where the Contractor has given RMS a RMS Cure Notice in accordance with clause 3.2(c).
- (c) Upon RMS exercising any of its rights under this clause 3.1, the Asset Trustee's obligations under the D&C Deed are suspended to the extent and for such period as the Asset Trustee is prevented from performing such obligations by RMS's exercise of its Step-in Rights.
- (d) If RMS exercises its Step-in Rights, RMS may, after giving reasonable prior notice to the Asset Trustee, cease to exercise that right and, in any event, will cease to exercise its Step-in Rights once the relevant Default Event has been remedied.

### 3.2 **Restriction on right to terminate or suspend**

The Contractor must not terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under the D&C Deed unless each of the conditions in paragraphs (a) to (d) below or the condition in paragraph (e) below (as applicable) has been satisfied:

- (a) the Contractor has given to RMS prior notice (**Default Event Notice**) setting out details of the Default Event giving rise to the right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under the D&C Deed, together with the statements referred to in clause 3.3;

- (b) if the Contractor's right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under the D&C Deed is subject to any right of a Debt Financier to cure or remedy the Default Event under the D&C Financier Side Deed, the cure or remedy period available to the Debt Financiers in respect of the Default Event under the D&C Financier Side Deed has expired without a cure or remedy being achieved;
- (c) the Contractor has given notice to RMS (**RMS Cure Notice**) confirming that, either:
  - (i) the requirements of clause 3.2(b) are satisfied; or
  - (ii) the Contractor's right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under, the D&C Deed is not subject to any right of the Debt Financiers to cure or remedy the Default Event under the D&C Financier Side Deed; and
- (d) one of the following occurs:
  - (i) if the Default Event is capable of cure or remedy within 20 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor):
    - (A) RMS has not given the Contractor written notice within 5 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor) after the date on which the RMS Cure Notice is given to RMS that RMS will cure or remedy the Default Event;
    - (B) that Default Event has not been cured or remedied within 5 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor) after the date on which the RMS Cure Notice is given to RMS; or
    - (C) RMS has given the Contractor a written notice in accordance with clause 3.2(d)(i)(A), but has failed to cure or remedy the Default Event within 15 Business Days after the date on which the RMS Cure Notice is given to RMS;
  - (ii) if the Default Event is not one described in clause 3.2(d)(i) but is nevertheless capable of cure or remedy, RMS has not within 20 Business Days after the date on which the RMS Cure Notice is given to RMS notified the Contractor that RMS has elected to make arrangements to cure or remedy the Default Event. If notified, the Contractor agrees:
    - (A) to use its best endeavours to reach an agreement with RMS in respect of the arrangements to cure or remedy the Default Event; and
    - (B) not to exercise any of its rights in relation to the Default Event, including any right to terminate the D&C Deed, for so long as RMS is diligently pursuing a cure or remediation for the Default Event;
  - (iii) if the Default Event is not capable of cure or remedy and the Default Event Notice contains a claim for reasonable compensation for the Default Event, the Asset Trustee or RMS (or another person on behalf of either of them) have not paid or otherwise provided that compensation within 20 Business Days (or such longer period as is permitted under the D&C Deed or agreed

to by the Contractor) after the date on which RMS Cure Notice is given to RMS;

- (iv) if the Default Event is not capable of cure or remedy and the Default Event Notice does not contain a claim for reasonable compensation for the Default Event, RMS does not commence and continue to perform the Asset Trustee's obligations under the D&C Deed within 20 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor) after the date on which RMS Cure Notice is given to RMS; or
  - (v) RMS notifies the Contractor in writing after receipt of the RMS Cure Notice that it elects not to cure or remedy, or procure the cure or remedy of, the Default Event; or
- (e) where the Default Event is a failure to pay money as contemplated in clause 21.19 of the D&C Deed:
- (i) 20 Business Days have elapsed since the issuing of a Default Event Notice in relation to that Default Event; and
  - (ii) the Default Event has not been cured.

The parties acknowledge and agree that a failure to pay money is a Default Event that is capable of cure or remedy.

### 3.3 **Statements concerning Default Event**

As part of any Default Event Notice, the Contractor must submit to RMS statements of:

- (a) where the Default Event is a monetary default, the amount which must be paid to the Contractor to remedy the Default Event; and
- (b) where the Default Event is of a non-monetary nature:
  - (i) the provisions of the D&C Deed alleged to have been breached or not fulfilled;
  - (ii) sufficient information to enable RMS to identify the material facts, to the extent these are known to the Contractor;
  - (iii) the steps required to cure or remedy the specified breaches or conditions not fulfilled if capable of cure or remedy; and
  - (iv) the time within which the specified steps can reasonably be expected to be taken.

### 3.4 **Warranty of accuracy**

The Contractor warrants to RMS that statements submitted by it under clause 3.3 will be, so far as reasonably practicable, true, complete and accurate statements of the amounts to which the Contractor considers itself entitled.

### 3.5 **Disputes as to statements**

If RMS disputes the amount of any claim or the existence of any default referred to in a Default Event Notice:

- (a) RMS must pay the amount not in dispute;

- (b) upon resolution of the dispute in accordance with this deed, the parties must make payments as determined; and
- (c) during the period of dispute resolution, all parties must continue to perform their obligations under this deed and the Project Documents.

### 3.6 **Verification**

RMS may appoint a firm of independent chartered accountants or a firm of technical advisers, in each case approved by the Asset Trustee and the Contractor (such approval not to be unreasonably withheld or delayed), to verify (at the cost of the Asset Trustee) statements submitted by the Contractor, and the Contractor must (subject to such firm(s) executing an appropriate confidentiality agreement as the Contractor may reasonably request) permit such firm to have access to and make copies of all records, documents, data and accounting and other information not subject to legal (including, without limitation, solicitor and own client) and other professional privilege which is reasonably required with a view to confirming the accuracy and completeness of such statements.

### 3.7 **No liability**

The Trustees and the Contractor acknowledge that, without limiting the liability of the Asset Trustee (which continues to be responsible for the performance of its obligations under the D&C Deed), and without limiting RMS's obligations under clause 4, RMS will not be liable for any obligation or liability of the Asset Trustee under the D&C Deed by reason only of RMS performing the Asset Trustee's obligations in accordance with the D&C Deed. The Asset Trustee and the Contractor each release RMS from any such liability.

### 3.8 **The Asset Trustee to compensate RMS**

Any reasonable Loss suffered or incurred by RMS arising out of or in any way in connection with the exercise of its rights under this clause 3 will be a debt due from the Asset Trustee to RMS.

### 3.9 **No limitation on other rights**

The exercise (or failure to exercise) by RMS of its rights under this clause 3 will not limit RMS's rights against the Asset Trustee under the RMS Project Documents or otherwise according to law.

## 4. **NOVATION OF D&C DEED, D&C GUARANTEES, INTERFACE DEED AND D&C INDEPENDENT CERTIFIER DEED**

### 4.1 **Option**

If RMS terminates the Project Deed during the period commencing on the date of this deed and ending on the date which is six years after Completion, then RMS may exercise its rights under this clause 4 by giving a notice (**Assumption Notice**) to the Contractor, the D&C Guarantor and the D&C Independent Certifier.

### 4.2 **Novation of D&C Deed**

With effect from the Effective Date:

- (a) RMS, the Asset Trustee and the Contractor novate the D&C Deed so that RMS (or, if applicable, the Approved Nominee) and the Contractor are parties to a new contract on the same terms as the D&C Deed as amended by this deed; and
- (b) any reference in the D&C Deed to the Asset Trustee shall be read as a reference to RMS (or, if applicable, the Approved Nominee).

#### 4.3 **Rights and obligations of RMS and the Contractor under the D&C Deed**

If RMS gives an Assumption Notice then, with effect from the Effective Date:

- (a) RMS (or, if applicable, the Approved Nominee):
  - (i) is entitled to all rights and benefits under the D&C Deed to which, but for this deed, the Asset Trustee would have been entitled at and after the Effective Date subject to any dilution of the Liquidated Damages Cap and the General Cap which occurred before the Effective Date;
  - (ii) must perform all obligations and discharge all liabilities under the D&C Deed which, but for this deed, the Asset Trustee would have been required to perform or discharge at and after the Effective Date; and
  - (iii) is bound by and must comply with all other provisions of the D&C Deed by which, but for this deed, the Asset Trustee would have been bound at and after the Effective Date; and
- (b) the Contractor:
  - (i) is entitled to all rights and benefits under the D&C Deed to which, but for this deed, it would have been entitled at and after the Effective Date;
  - (ii) must perform all obligations and discharge all liabilities under the D&C Deed which, but for this deed, it would have been required to perform or discharge at and after the Effective Date; and
  - (iii) is bound by and must comply with all other provisions of the D&C Deed by which, but for this deed, it would have been bound at and after the Effective Date,

as if RMS (or, if applicable, the Approved Nominee) had originally been a party to the D&C Deed in place of the Asset Trustee.

#### 4.4 **Release by Contractor**

Subject to clause 4.9, with effect from the Effective Date, the Contractor releases the Asset Trustee from all obligations and liability under or in respect of the D&C Deed to be performed or discharged at or after the Effective Date.

#### 4.5 **Release by the Asset Trustee**

Subject to clause 4.9, with effect from the Effective Date, the Asset Trustee releases the Contractor from all obligations and liability under or in respect of the D&C Deed to be performed or discharged at or after the Effective Date.

#### 4.6 **Novation of D&C Guarantees**

If RMS gives an Assumption Notice then, subject to clause 4.9, with effect from the Effective Date:

- (a) RMS, the Asset Trustee and each D&C Guarantor novate each D&C Guarantee so that RMS (or, if applicable, the Approved Nominee) will be named as beneficiary to each new deed of guarantee on the same terms as the D&C Guarantees;
- (b) any reference in the D&C Guarantees to the Asset Trustee shall be read as a reference to RMS (or, if applicable, the Approved Nominee); and



- (c) each D&C Guarantor will guarantee for the benefit of RMS (or, if applicable, the Approved Nominee) all of the obligations of the Contractor in accordance with the D&C Guarantees.

#### 4.7 **Novation of D&C Independent Certifier Deed**

If RMS gives an Assumption Notice under this deed then, subject to clause 4.9, with effect from the Effective Date:

- (a) RMS (or, if applicable, the Approved Nominee):
  - (i) is entitled to all rights and benefits under the D&C Independent Certifier Deed to which, but for this deed, the Asset Trustee would have been entitled at and after the Effective Date;
  - (ii) must perform all obligations and discharge all liabilities under the D&C Independent Certifier Deed which, but for this deed, the Asset Trustee would have been required to perform or discharge at and after the Effective Date; and
  - (iii) is bound by and must comply with all other provisions of the D&C Independent Certifier Deed by which, but for this deed, the Asset Trustee would have been bound at and after the Effective Date;
- (b) the Contractor:
  - (i) is entitled to all rights and benefits under the D&C Independent Certifier Deed to which, but for this deed, it would have been entitled at and after the Effective Date;
  - (ii) must perform all obligations and discharge all liabilities under the D&C Independent Certifier Deed which, but for this deed, it would have been required to perform or discharge at and after the Effective Date; and
  - (iii) is bound by and must comply with all other provisions of the D&C Independent Certifier Deed by which, but for this deed, it would have been bound at and after the Effective Date; and
- (c) the D&C Independent Certifier:
  - (i) is entitled to all rights and benefits under the D&C Independent Certifier Deed to which, but for this deed, it would have been entitled at and after the Effective Date;
  - (ii) must perform all obligations and discharge all liabilities under the D&C Independent Certifier Deed which, but for this deed, it would have been required to perform or discharge at and after the Effective Date; and
  - (iii) is bound by and must comply with all other provisions of the D&C Independent Certifier Deed by which, but for this deed, it would have been bound at and after the Effective Date;

as if RMS (or, if applicable, the Approved Nominee) had originally been a party to the D&C Independent Certifier Deed in place of the Asset Trustee.

#### 4.8 **Novation of Interface Deed**

If RMS gives an Assumption Notice under this deed and an equivalent notice under any agreement, document or instrument that is ancillary to an O&M Contract and equivalent to this deed, then, subject to clause 4.9, with effect from the Effective Date:

- (a) RMS (or, if applicable, the Approved Nominee):
  - (i) is entitled to all rights and benefits under any Interface Deed to which, but for this deed, the Asset Trustee and Project Trustee would have been entitled at and after the Effective Date;
  - (ii) must perform all obligations and discharge all liabilities under any Interface Deed which, but for this deed, the Asset Trustee and Project Trustee would have been required to perform or discharge at and after the Effective Date; and
  - (iii) is bound by and must comply with all other provisions of any Interface Deed by which, but for this deed, the Asset Trustee and Project Trustee would have been bound at and after the Effective Date; and
- (b) the Contractor:
  - (i) is entitled to all rights and benefits under any Interface Deed to which, but for this deed, it would have been entitled at and after the Effective Date;
  - (ii) must perform all obligations and discharge all liabilities under any Interface Deed which, but for this deed, it would have been required to perform or discharge at and after the Effective Date; and
  - (iii) is bound by and must comply with all other provisions of any Interface Deed by which, but for this deed, it would have been bound at and after the Effective Date,

as if RMS (or, if applicable, the Approved Nominee) had originally been a party to the Interface Deed in place of the Asset Trustee and the Project Trustee.

#### 4.9 **Obligations and liability prior to the Effective Date**

Nothing in this deed releases:

- (a) the Asset Trustee or the Contractor from any obligation or liability under the D&C Deed;
- (b) the Asset Trustee, the Contractor or the D&C Guarantor from any obligation or liability under the D&C Guarantees;
- (c) the Asset Trustee, the Project Trustee, the Contractor or any O&M Contractor from any obligation or liability under any Interface Deed; or
- (d) the Asset Trustee, the Contractor or the D&C Independent Certifier from any obligation or liability under the D&C Independent Certifier Deed,

arising or accruing before the Effective Date and RMS (or, if applicable, the Approved Nominee) does not assume any such obligation or liabilities under this deed.

#### 4.10 **Amendments to D&C Deed**

- (a) With effect from the Effective Date, the terms of the D&C Deed will be deemed to be amended as required to reflect the fact that the Project Deed is at an end, and that the D&C Deed must operate independently of the Project Deed, on the basis that:
  - (i) the rights and obligations that RMS (or, if applicable, the Approved Nominee) will assume under the D&C Deed from the Effective Date will be equivalent to those that the Asset Trustee would have had under the D&C Deed had the Project Deed not been terminated;
  - (ii) the rights and obligations that the Contractor will assume under the D&C Deed from the Effective Date will be equivalent to those that the Contractor would have had under the D&C Deed had the Project Deed not been terminated;
  - (iii) any provisions of the Project Deed incorporated by reference into the D&C Deed prior to the Effective Date are incorporated in the D&C Deed from the Effective Date; and
  - (iv) without affecting the generality of this clause 4.10(a), clauses 2, 3 and 31.13 of the D&C Deed will be deleted.
- (b) If at or after the Effective Date, there is a dispute between RMS and the Contractor as to how the terms of the D&C Deed are deemed to have been amended pursuant to clause 4.10(a), then upon either party serving a written notice to this effect on the other, the dispute will be determined as if clause 32 (Dispute Resolution) of the Project Deed were incorporated in this deed but as if:
  - (i) references in those clauses to "Trustee" or "Asset Trustee" were references to "the Contractor";
  - (ii) references to "the parties" were references to "RMS and the Contractor";
  - (iii) references to a "party" were references to "RMS" or "the Contractor" (as appropriate);
  - (iv) references in those clauses to "Dispute" were references to this dispute; and
  - (v) the dispute had been appropriately referred to the Dispute Avoidance Board.

#### 4.11 **Approved Nominee**

- (a) RMS's nominee may be named as a party to the D&C Deed in substitution for the Asset Trustee if RMS's nominee is an Approved Nominee.
- (b) The Contractor must:
  - (i) notify RMS as to whether RMS's nominee is an Approved Nominee, on or before the date falling 30 days after the date of receipt of all information reasonably required by the Contractor to decide whether the nominated person is an Approved Nominee;
  - (ii) not unreasonably withhold or delay its decision on whether RMS's nominee is an Approved Nominee; and
  - (iii) enter into a side deed with RMS and the Approved Nominee on substantially the same terms as this deed.

#### 4.12 **Unconditional undertakings**

If RMS gives an Assumption Notice then, as from the Effective Date, the Asset Trustee must (with the support of the D&C Contractor to effect this provision) either:

- (a) procure the novation or assignment to RMS (or, subject to clause 4.11, the Approved Nominee) of any unconditional undertakings held by the Asset Trustee pursuant to clause 10.1 of the D&C Deed prior to the Effective Date (the **Bonds**); or
- (b) procure the issue to RMS (or, if applicable, the Approved Nominee) of replacement bonds for the same undrawn value and on the same terms as the Bonds held by the Asset Trustee under the D&C Deed immediately prior to the Effective Date.

#### 4.13 **Other documents under the D&C Deed**

If RMS gives an Assumption Notice then, as from the Effective Date, the Asset Trustee must procure the novation or assignment to RMS (or, if applicable, the Approved Nominee) of:

- (a) any Moral Rights Consent in favour of the Asset Trustee; and
- (b) the Financier's Tripartite Deed.

### 5. **AMENDMENTS TO D&C DEED, D&C GUARANTEES, INTERFACE DEED AND D&C INDEPENDENT CERTIFIER DEED**

The Contractor and the D&C Guarantor agree with RMS that they will not agree to or permit any modification, variation, waiver or amendment to the terms of the D&C Deed, the D&C Guarantees, the Interface Deed or the D&C Independent Certifier Deed to the extent it may impact the rights or increase the liabilities or obligations of RMS (including if RMS were to subsequently exercise its rights under clause 3) without the prior consent of RMS (which must not be unreasonably withheld or delayed).

### 6. **RESTRICTION ON DEALINGS**

The Contractor and the D&C Guarantor agree with RMS that they will not after the date of this deed transfer, assign, mortgage, charge, encumber or otherwise deal with their interest in the D&C Deed, the D&C Guarantees or the Interface Deed except:

- (a) with the prior consent of RMS (such consent not to be unreasonably withheld or delayed), and provided the Contractor or the D&C Guarantor (as applicable) have procured that such transferee, assignee, mortgagee, chargee or other encumbrance enters into a deed in which it agrees to be bound by the terms of this deed; or
- (b) pursuant to a general security arrangement entered into by the Contractor with a financier in the ordinary course of the Contractor's business.

### 7. **ACKNOWLEDGEMENT BY THE ASSET TRUSTEE AND PROJECT TRUSTEE**

Each of the Asset Trustee and Project Trustee consents to the terms of this deed and will co-operate in the implementation of this deed.

### 8. **GST**

- (a) Notwithstanding any other provision of this deed, any amount payable for a supply made under this deed which is calculated by reference to a cost, expense or other amount paid or incurred by a party will be reduced by an amount equal to any

input tax credits which that party is entitled to in respect of that cost, expense or other amount.

- (b) Subject to clause 8(e), if GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:
- (i) any amount payable or consideration to be provided under any other provision of this deed for that supply (**Agreed Amount**) is exclusive of GST;
  - (ii) an additional amount will be payable by the party providing consideration for that supply (the **Recipient**), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and
  - (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this deed.
- (c) Subject to clause 8(e), if for any reason, the GST payable by the Supplier in respect of a supply it makes under 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 8(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, 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) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Arbitrators and Mediators Australia for expert determination, which will be final and binding on all parties (absent manifest error). 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 parties must release the expert from any liability in acting as an expert, except in the case of fraud on the part of the expert. However, this clause 8(d) shall not apply to any supply dealt with under clause 8(e).
- (e) The parties acknowledge that this clause 8(e) applies to the extent each party is making supplies to the other party for consideration, and is the Recipient of all supplies from the other party. Where two parties (or entities on whose behalf those parties are acting) in accordance with this deed exchange non-monetary consideration:
- (i) notwithstanding clause 8(b), the additional amount payable on any supply by the Recipient to the Supplier shall be limited to an amount calculated as the monetary consideration provided by the Recipient for the taxable supply being made by the Supplier multiplied by the applicable GST rate; unless
  - (ii) it is determined, whether by agreement between the parties or by demand, assessment or private ruling issued by the Commissioner of Taxation that there is a disparity between:

- (A) the sum of the GST exclusive market value of the non-monetary consideration and the GST exclusive monetary consideration (if any) being provided by the Recipient to the Supplier; and
  - (B) the sum of the GST exclusive market value of the non-monetary consideration and the GST exclusive monetary consideration (if any) being provided by the Supplier and having their nexus with the non-monetary consideration and monetary consideration being provided by the Recipient and referred to in clause 8(e)(ii)(A).
- (iii) Where clause 8(e)(ii) applies, the Supplier and the Recipient will use best endeavours to determine a mutually acceptable means of calculating additional amounts to be provided between the parties to ensure, as far as possible that neither the Supplier nor the Recipient suffers a net cost or loss. If within 30 Business Days of the determination under clause 8(e)(ii), the parties are unable to agree on a means of calculating the additional amounts payable, clause 8(b) shall apply without any limitation imposed by this clause 8(e), however:
- (A) the Supplier must only issue a tax invoice or an adjustment note to reflect the application of clause 8(e)(iii) after the parties have either reached an agreement under this clause 8(e)(iii) or have determined that they are unable to reach such an agreement; and
  - (B) the additional amount payable pursuant to clause 8(e)(iii) will only be payable 5 Business Days after the receipt by the Recipient of the tax invoice or adjustment note issued by the Supplier in accordance with clause 8(e)(iii)(A).
- (iv) Where any party to this deed receives a demand, assessment or private ruling regarding the matters addressed in clause 8(e), it must notify the other parties to this deed of that fact and provide them with a copy of the demand, assessment or private ruling within 10 Business Days of receiving it. Before any party to this deed applies for a private ruling regarding the matters addressed in clause 8(e), it must provide the other parties to this deed with a copy of the private ruling request it intends to lodge with the Commissioner of Taxation no less than 20 Business Days prior to its lodgement of same.

## 9. NOTICES

### 9.1 How to give a notice

A notice or consent under this deed (**Notice**) is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
  - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address;
  - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full; or
  - (iii) subject to clause 9.1(d), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address; and

- (d) in the case of Notices which have been sent in accordance with clause 9.1(c)(iii) under clauses 3.1, 3.2, 3.3, 4.1, 4.10, 4.11 and 8, in addition to the Notice sent pursuant to clause 9.1(c)(iii), a copy of the Notice must also be printed and delivered or posted to the person's address or sent to the person's facsimile number in accordance with clauses 9.1(c)(i) or 9.1(c)(ii).

## 9.2 **Effectiveness of notices**

- (a) A Notice referred to in clause 9.1(d) will not be effective unless it is delivered in accordance with clause 9.1(c)(i) or clause 9.1(c)(ii).
- (b) A Notice issued pursuant to clause 9.1(c)(iii) and a Notice issued pursuant to clause 9.1(c)(i) or clause 9.1(c)(ii) must be identical, and in the event that they are not identical, neither Notice will constitute a valid Notice.

## 9.3 **When a notice is given**

A Notice that complies with this clause 9 is regarded as given and received:

- (a) if it is delivered or sent by fax:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
- (b) if it is sent by mail:
  - (i) within Australia - 2 Business Days after posting; or
  - (ii) to or from a place outside Australia - 5 Business Days after posting;
- (c) subject to clause 9.3(d), if it is sent by email:
  - (i) by 5:00pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; or
  - (ii) after 5:00pm (local time in the place of receipt) on a Business Day, or a day that is not a Business Day - on the Business Day following the date on which it is sent equivalent to the date shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; and
- (d) where clause 9.1(c)(iii) applies, the relevant Notice will be taken to have been received on the later of:
  - (i) the date determined in accordance with clause 9.3(c); and
  - (ii) the date determined in accordance with clause 9.3(a) or 9.3(b) (as the case may be).

## 9.4 **Address for notices**

A person's address and fax number are those set out below, or as the person notifies the sender:

**RMS**

Address: Level 9, 101 Miller Street  
North Sydney  
NSW 2060

Email address: [REDACTED]

Attention: General Manager Motorway Projects

Fax number: 02 8588 4171

**Project Trustee**

Address: Level 18, 101 Miller Street  
North Sydney NSW 2060  
(for delivery by hand)

Locked Bag 928  
North Sydney  
NSW 2059  
(for delivery by post)

Email address: [REDACTED]

Attention: [REDACTED] Project Director M5 Corridor

Fax number: 02 8588 4170

**Asset Trustee**

Address: Level 18, 101 Miller Street  
North Sydney NSW 2060  
(for delivery by hand)

Locked Bag 928  
North Sydney  
NSW 2059  
(for delivery by post)

Email address: [REDACTED]

Attention: [REDACTED] Project Director M5 Corridor

Fax number: 02 8588 4170

**Contractor**

Address: Level 4, Tower A, 799 Pacific Highway, Chatswood, NSW 2067

Email address: [REDACTED]

Attention: [REDACTED]

Fax number: +61 2 8668 6666

**D&C Guarantors**

Name: CIMIC Group Limited

Address: 472 Pacific Highway, St Leonards, NSW 2065

Email address: [REDACTED]

Attention: [REDACTED]

Fax number: (02) 9925 6000

and

Name: Dragados S.A.

Address: Avenida del Camino de Santiago no. 50, (28050) Madrid. Spain

Email address: [REDACTED]

Attention: [REDACTED]

Fax number: +34 1 7038150

**D&C Independent Certifier**

Address: Level 25, 288 Edward Street Brisbane QLD 4000

Email address: [REDACTED]

Attention: [REDACTED]



Fax number: 02 8907 9001

## 9.5 **Communications by email**

With respect to communications sent by email:

- (a) only a letter in .pdf format attached to the email and, subject to clause 9.5(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 9. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 9.1(c)(iii) will only form part of a communication under this clause 9 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
  - (i) to ensure that their respective firewall and/or mail server (as applicable):
    - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received;
    - (B) does not trap any messages in the spam filter which:
      - (aa) in the case of notices sent by RMS to the Project Trustee, the Asset Trustee and the Contractor, have been sent from @rms.nsw.gov.au;
      - (bb) in the case of notices sent by the Asset Trustee to RMS, the Project Trustee and the Contractor, have been sent from @sydmotorway.com or @westconnex.com.au;
      - (cc) in the case of notices sent by the Project Trustee to RMS, the Asset Trustee and the Contractor, have been sent from @sydmotorway.com or @westconnex.com.au; and
      - (dd) in the case of notices sent by the Contractor to RMS, the Asset Trustee, the Project Trustee and the Contractor, have been sent from @leicon.com.au, @dragados.com or @samsung.com;
    - (C) automatically sends a receipt notification to the sender upon receipt of a message; and
  - (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

## 10. **GENERAL**

### 10.1 **Governing law and jurisdiction**

- (a) This deed is governed by and must be construed according to the law applying in New South Wales.
- (b) Each party irrevocably:

- (i) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any action or proceedings which may be brought at any time relating in any way to this deed; and
- (ii) waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that any action or proceedings have been brought in an inconvenient forum, if that venue falls within clause 10.1(b)(i).

#### 10.2 **Cost**

A party which has an obligation to do anything under this deed must perform that obligation at its cost, unless expressly provided for otherwise.

#### 10.3 **Entire agreement**

To the extent permitted by Law, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior written or other agreement of the parties, in relation to the subject matter of this deed.

#### 10.4 **Counterparts**

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

#### 10.5 **Joint and several liability**

- (a) The obligations of a party, if more than one person, under this deed, are joint and several and each person constituting the party acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the other parties may proceed against any one or all of them.
- (b) The rights of a party, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting the party (and not severally or jointly and severally).
- (c) Any payment made under this deed to any account nominated in writing by a party or, failing such nomination, to any one or more persons constituting the party, will be deemed to be payment to all persons constituting the party.
- (d) A party may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting the party.

#### 10.6 **No agency, partnership, joint venture or other fiduciary relationship**

Nothing in this deed will be construed or interpreted as:

- (a) conferring a right in favour of a party to enter into any commitment on behalf of any other party or otherwise to act as any other party's agent; or

- (b) creating a partnership, joint venture or fiduciary relationship between any of the parties.

#### 10.7 **Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under this deed by any party to this deed will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) Any waiver or consent given by a party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by a party of:
  - (i) a breach of any term of this deed; or
  - (ii) any other failure by the other party to comply with a requirement of this deed, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim,  
  
will operate as a waiver of:
    - (iii) another breach of that term or of a breach of any other term of this deed; or
    - (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

#### 10.8 **Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by Law or reasonably requested by the other party or parties to give effect to this deed.

#### 10.9 **Provisions limiting or excluding liability**

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

#### 10.10 **Consents**

A consent required under this deed from RMS may be given or withheld, or may be given subject to any conditions, as RMS (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

#### 10.11 **Limitation on Liability**

Despite any other provision of this deed, the Contractor's and the D&C Guarantor's maximum aggregate liability to the counterparties to this deed and any person to whom the D&C Deed is novated or assigned in accordance with the terms of this deed, in respect of any claim or liability under, arising out of or in connection with the Project:

- (a) will not exceed the liability which the Contractor would have had under the D&C Deed if the counterparties to this deed and any person to whom the D&C Deed is novated or assigned had been named in the D&C Deed, jointly and severally, as the Asset Trustee; and

- (b) is otherwise subject to the same limitations on and exclusions of liability, counterclaims and defences expressed for the benefit of the Contractor in the D&C Deed and the Contractor will not be liable to the counterparties to this deed, under this deed in circumstances where its liability is excluded, or the category of loss or liability suffered or incurred by the counterparties to this deed is excluded, by the terms of the D&C Deed.

Any person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her ability to do so under that power of attorney.

**Executed** as a deed.

**SIGNED** by **ROADS AND MARITIME SERVICES**, by its delegate, in the presence of:

\_\_\_\_\_  
Signature of delegate

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED** and **DELIVERED** for **LEIGHTON CONTRACTORS PTY LTD** (ABN 98 000 893 667) under Power of Attorney dated 2 September 2015 (and the Attorneys declare that they have not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **DRAGADOS AUSTRALIA PTY LTD** (ABN 20 151 632 665) under Power of Attorney dated 24 July 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **SAMSUNG C&T CORPORATION** (Registration Number 110111-0015762) under Power of Attorney dated 28 October 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **DRAGADOS S.A (CIF A-15139314)** under Power of Attorney dated 19 October 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **CIMIC Group Limited** (ABN 57 004 482 982) under Power of Attorney dated 28 October 2015 (and the Attorneys declare that they have not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED SEALED** and **DELIVERED** for and on behalf of **ARCADIS AUSTRALIA PACIFIC PTY LTD** (ACN 104 485 289) by its Attorneys under a Power of Attorney dated 11 March 2015 (and the Attorneys declare that the Attorneys have not received any notice of the revocation of such Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name



**EXECUTED** by **WCX M5 PT Pty Ltd** (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) under section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the **WCX** M5 Asset Trust (ABN 23 365 031 283) under section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

## SCHEDULE 10

### Independent Certifier Deed

(Clause 12.3)

**THIS DEED** is made on 2015

#### **BETWEEN:**

- (1) **Roads and Maritime Services** (ABN 76 236 371 088) of Level 9, 101 Miller Street, North Sydney, New South Wales 2060 (**RMS**);
- (2) **WCX M5 PT Pty Ltd** (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) of Level 18, 101 Miller Street, North Sydney New South Wales 2060 (the **Project Trustee**);
- (3) **WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 101 Miller Street, North Sydney New South Wales 2060 (the **Asset Trustee**); and
- (4) **Arcadis Australia Pacific Pty Ltd** (ACN104 485 289) of Level 5, 141 Walker Street North Sydney New South Wales 2060 (the **Independent Certifier**).

#### **RECITALS:**

- (A) On or about the date of this deed, the Project Trustee and the Asset Trustee entered into the Project Deed with RMS in respect of the Works.
- (B) The Independent Certifier represents that it is experienced generally in design and construction and, in particular, in the design and construction of works similar to the Works and offers its expertise in those fields.
- (C) The Project Documents contemplate that the Independent Certifier will discharge those functions set out in Schedule 1.
- (D) The Independent Certifier will perform its obligations on the terms and conditions of this deed.

#### **THE PARTIES AGREE AS FOLLOWS:**

##### 1. **INTERPRETATION**

##### 1.1 **Definitions**

The following definitions apply in this deed.

**Certification and Monitoring Plan** means the plan prepared by the Independent Certifier in accordance with clause 3.8 as that plan is updated from time to time in accordance with clause 3.9.

**Commercially Sensitive Information** means:

- (a) any information relating to any financing arrangement under any Equity Document;
- (b) any information relating to the Project Trustee's, Asset Trustee's or the Independent Certifier's cost structure or profit margins;

- (c) any information relating to any of the Project Trustee's, Asset Trustee's or the Independent Certifier's Intellectual Property Rights; or
- (d) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to the Project Trustee, Asset Trustee or the Independent Certifier or any of their shareholders, financiers or Subcontractors,

which, in respect of the information contained in this deed, is the information described in Schedule 6.

**Completion Phase Services** means all Services related to Completion and the rectification of Defects and the performance by the Asset Trustee of its obligations in respect of Completion of the Works and the rectification of Defects, including those specified in clause 16 of the Project Deed.

**Construction Phase Services** means all Services related to the construction of the Works and the performance by the Asset Trustee of its construction obligations in respect of the Works, including those specified in clause 15 of the Project Deed.

**D&C Independent Certifier Deed** means the deed titled "M5 Project D&C Independent Certifier Deed" between the Asset Trustee, the Contractor and the D&C Independent Certifier dated on or about the date of this deed.

**Deed Poll** means the deed poll substantially in the form of Schedule 8 to this deed in favour of the beneficiaries from time to time.

**Design Phase Services** means all Services related to the design of the Works and the performance by the Asset Trustee of its design obligations in respect of the Works, including those specified in clause 13 of the Project Deed.

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

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

**Independent Certifier's Representative** means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 3.5(b)(ii).

**Interlink** means Interlink Roads Pty Limited (ABN 53 003 845 430).

**Interlink Deed Poll** means the deed poll to be executed by the Independent Certifier in accordance with clause 1.9.

**Interlink Interface Agreement** means the agreement between the Minister for Roads, Maritime and Freight, RMS, WDA and Interlink titled "WestConnex M5: M5 Southwest Motorway Interface Agreement" dated 16 July 2015.

**Interlink Interface Agreement Services** means the services listed in section 1.2 of Schedule 1.

**Key Personnel** means the key personnel referred to in section 2 of Schedule 3.

**New M5 Interface Works** has the same meaning as in the Interlink Interface Agreement.

**Nominated Authority** means the Independent Certifier unless otherwise directed by RMS (notwithstanding any other requirements in the RMS Specifications).

**Other Parties** means RMS, the Asset Trustee and the Project Trustee.

**Payment Schedule** means Schedule 2 to this deed.

**PDCS** means the electronic or web based project data and collaboration system to be used as notified by RMS's Representative under clause 12.1.

**Project Deed** means the deed titled "WestConnex M5 Project Deed" between RMS, the Asset Trustee and the Project Trustee dated on or about the date of this deed.

**Project Deed Services** means the Services listed in Section 1.1 of Schedule 1.

**Services** means:

- (a) the services set out in Schedule 1; and
- (b) all other things or tasks which are conferred on, or contemplated to be performed by, the Independent Certifier under the Project Deed and the D&C Deed.

**Substitute Certifier** has the same meaning as in clause 7.1(d).

**Technical Specialists** means an individual or organisation who possesses a particular technical skill and experience required to understand, review and certify a particular aspect of the Project..

**Term** means the term of this deed as set out in clause 3.14.

**WDA** means WestConnex Delivery Authority (ABN 33 855 314 176).

**Witness Point** means a point in a work process where the Contractor must give prior notice to the Nominated Authority and the option of attendance may be exercised by the Nominated Authority.

**Works** means the Project Works and the Temporary Works.

## 1.2 **Definitions in Project Deed**

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

## 1.3 **Interpretation**

In this deed:

- (a) headings are for convenience only and do not affect interpretation of this deed;

and unless the context indicates a contrary intention:

- (b) **person** includes an individual, the estate of an individual, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) **includes** in any form is not a word of limitation;

- (e) a reference to any Authority, institute, association or body is:
  - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (f) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either of these includes:
  - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
  - (ii) any consolidations, amendments, re-enactments and replacements;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (i) a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) a reference to a court or tribunal is to an Australian court or tribunal;
- (m) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) a reference to a month is a reference to a calendar month; and
- (o) a reference to \$ or dollar is to Australian currency.

#### 1.4 **Contra proferentem**

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

#### 1.5 **Business Day**

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done:

- (a) if it involves a payment other than a payment which is due on demand, on the preceding Business Day; and
- (b) in all other cases, no later than the next Business Day.

#### 1.6 **Approvals and Consents**

Any consent or approval referred to in, or required under, this deed from the Other Parties may be given or withheld, or may be given subject to any condition as the Other Parties (in their absolute discretion) think fit, unless this deed expressly provides otherwise.

#### 1.7 **RMS as an Authority**

- (a) Subject to clause 1.7(b), the Asset Trustee, Project Trustee and the Independent Certifier acknowledge and agree that:
  - (i) nothing in this deed or in any of the Project Documents will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of RMS to exercise any of its functions and powers pursuant to any legislation; and
  - (ii) without limiting clause 1.7(a)(i), anything which RMS does, fails to do or purports to do pursuant to its functions and powers under any legislation will be deemed not to be an act or omission by RMS under this deed and will not entitle the Asset Trustee, Project Trustee or the Independent Certifier to make any Claim against RMS arising out of the subject matter of this deed and the other Project Documents to which RMS is a party.
- (b) The parties agree that clause 1.7(a) is taken not to limit any liability which RMS would have had to the Asset Trustee, Project Trustee or the Independent Certifier under this deed, or any other Project Document to which RMS is a party, as a result of a breach by RMS of a term of this deed or any other Project Document to which RMS is a party but for clause 1.7(a).

#### 1.8 **Ambiguous terms**

- (a) If RMS considers, or if any of the Independent Certifier, the Asset Trustee or the Project Trustee notifies RMS's Representative in writing that it considers, that there is an omission, ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed (including in any Schedules), RMS's Representative must direct the interpretation of this deed which the parties must follow.
- (b) RMS's Representative, in giving a direction in accordance with clause 1.8(a), is not required to determine whether or not there is an omission, ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which RMS's Representative gives in accordance with clause 1.8(a):
  - (i) will not relieve the Independent Certifier, the Asset Trustee or the Project Trustee from or alter its liabilities or obligations under this deed or otherwise according to Law;
  - (ii) will not entitle the Independent Certifier, the Asset Trustee or the Project Trustee to make (nor will it make RMS liable upon) any Claim arising out of or in any way in connection with the direction;

- (iii) will not limit or otherwise affect RMS's rights against any of the Independent Certifier, the Asset Trustee or the Project Trustee, whether under this deed or otherwise according to Law; and
- (iv) must, in respect of a notice given under clause 1.8(a) by the Independent Certifier, the Asset Trustee or the Project Trustee, be given within 20 Business Days of receipt of that notice.

## 1.9 **Interlink Deed Poll**

The Independent Certifier must provide to RMS on or before the date of this deed an executed deed poll in favour of Interlink in the form set out in Schedule 7 to this deed.

## 2. **APPOINTMENT OF THE INDEPENDENT CERTIFIER**

### 2.1 **Appointment**

- (a) Each of the Other Parties appoints the Independent Certifier under this deed to perform the Services.
- (b) The Independent Certifier confirms its acceptance of the appointment referred to in clause 2.1(a).
- (c) The Independent Certifier must perform the Services in accordance with this deed.

### 2.2 **Payment**

Subject to the Independent Certifier performing the Services in accordance with this deed, the Project Trustee will pay the Independent Certifier the Fee subject to and in accordance with the Payment Schedule.

### 2.3 **Nature of Services**

- (a) The Independent Certifier and the Other Parties acknowledge and agree that the Certification and Monitoring Plan is incidental to, and does not limit or otherwise affect, the Services or the Independent Certifier's obligations under this deed.
- (b) Where this deed contemplates an action, agreement, decision, direction or the like by the Other Parties, and the Other Parties cannot reach agreement in respect of such action, decision, direction or the like, then RMS must (acting reasonably) determine the appropriate action, agreement, decision, direction or the like.
- (c) In reaching decisions in relation to this deed which may affect either or both of the Project Trustee and Asset Trustee, RMS may take into account representations made by either or both of the Project Trustee and Asset Trustee.

### 2.4 **Deed Poll**

The Independent Certifier must provide to RMS on or before the date of this deed an executed Deed Poll.

## 3. **INDEPENDENT CERTIFIER'S OBLIGATIONS**

### 3.1 **Acknowledgement**

The Independent Certifier acknowledges that:

- (a) it has received a copy of the execution version of each of the Project Documents and the D&C Deed and that it has read, and is familiar with, the terms of the

Project Documents and the D&C Deed to the extent they relate to the Services;  
and

- (b) its obligations under this deed extend to, and include, the obligations, functions, duties and services of the Independent Certifier referred to in the Project Documents.

### 3.2 **General representations and warranties**

The Independent Certifier represents and warrants that:

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

### 3.3 **Further acknowledgements and warranties**

The Independent Certifier:

- (a) acknowledges that each of the Other Parties:
  - (i) is relying upon the skill, expertise and experience of the Independent Certifier in the performance of its obligations under this deed; and
  - (ii) may suffer loss if the Independent Certifier does not perform its obligations in accordance with the requirements of this deed;
- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise, experience and diligence which would be reasonably expected of a skilled professional providing services similar to the Services within the design and construction industries generally and the design and construction of major engineering works in particular;
- (c) warrants to the Other Parties that, at all times, it will act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Project Documents and the D&C Deed (and where no time is prescribed, within a reasonable time) and will comply with the requirements of the Payment Schedule;



- (d) without limiting clauses 3.3(a) and 3.3(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Independent Certifier under or pursuant to this deed, or any Project Document or the D&C Deed;
- (e) without limiting its obligations under any provision of this deed, warrants to the Other Parties that:
  - (i) it will carry out and perform the Services;
  - (ii) in performing the Services it will provide, as a minimum, the levels of surveillance and resources specified in Schedule 3; and
  - (iii) without limiting clauses 3.3(e)(i) and (ii), to the extent the Certification and Monitoring Plan is not inconsistent with:
    - (A) the Project Documents and the D&C Deed;
    - (B) the nature of the Services; or
    - (C) without limiting clauses 3.3(e)(iii)(A) and (B), the requirements of clause 4,

it will carry out and perform the Services in accordance with the Certification and Monitoring Plan;
- (f) will provide transport on site for the use of its site personnel;
- (g) will, in carrying out the Services, carry out physical inspections of the Construction Site, any Extra Land, the Works, Asset Trustee's Activities and the Project Trustee's Activities when appropriate or necessary to do so (including for the purpose of determining whether Completion has been achieved by the Asset Trustee), and when reasonably requested by an Other Party, in a manner which satisfies or exceeds the requirements ascertainable of Schedule 3 and Schedule 4 and the Certification and Monitoring Plan (including surveillance levels and resources) and will invite and permit the Other Parties to accompany it on all such inspections;
- (h) warrants that, in performing the Services, it will keep itself informed of the progress of:
  - (i) the development of the Project Plans and the Design Documentation; and
  - (ii) the Works,

to the extent necessary to enable the Independent Certifier to provide timely reviews and timely and relevant comments in accordance with this deed;
- (i) will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the Asset Trustee and Project Trustee) except where it is the unavoidable consequence of performing the Services;
- (j) will co-operate with the Other Parties and their Subcontractors and coordinate the Services with the Project Trustee's Activities, the Asset Trustee's Activities and the Contractor's Activities under the D&C Deed; and
- (k) in undertaking the Services, will comply with all the safe working requirements of the Asset Trustee, Project Trustee and the Contractor.

### 3.4 Access and Project Office

- (a) The Asset Trustee must provide for the Independent Certifier accommodation on the Construction Site and access to such premises as may be reasonably necessary to enable the Independent Certifier to discharge its obligations under this deed.
- (b) The Independent Certifier must:
  - (i) establish a project office within the accommodation provided by the Asset Trustee on the Construction Site (**Project Office**);
  - (ii) keep proper and complete written records of the performance of the Services at the Project Office; and
  - (iii) ensure that its Key Personnel and the Independent Certifier's Representative are located at the Project Office to the extent necessary to enable the Independent Certifier to perform the Services.

### 3.5 Key Personnel

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

### 3.6 Subcontracting

- (a) Subject to clause 3.6(c) and with the exception of the Technical Specialists, the Independent Certifier may not subcontract or permit the subcontracting of the

performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed).

- (b) The Independent Certifier remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the Independent Certifier.
- (c) Unless RMS otherwise approves in writing, the Independent Certifier must contract with the subcontractors set out in Schedule 5 for the performance of the relevant parts of the Services.

### 3.7 **Quality Assurance**

- (a) The Independent Certifier must implement a quality system in accordance with AS/NZS ISO9000 and AS/NZS ISO9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this deed.
- (b) The Independent Certifier will not be relieved of any requirement to perform any obligation under this deed as a result of:
  - (i) compliance with the quality assurance requirements of this deed; or
  - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this deed, including any review of, comments upon, or notice in respect of, the Certification and Monitoring Plan or any audit under clause 3.12.

### 3.8 **Certification and Monitoring Plan**

- (a) The Independent Certifier must prepare and submit to the Other Parties within 25 Business Days of the date of this deed a Certification and Monitoring Plan which must:
  - (i) be based on the initial Certification and Monitoring Plan contained in Attachment A to Schedule 4;
  - (ii) meet or exceed the requirements of Schedule 3;
  - (iii) not reduce the effectiveness, methodology, scope, effect, resources or expertise contained in the initial Certification and Monitoring Plan; and
  - (iv) comply with the requirements for the Certification and Monitoring Plan in Schedule 4.
- (b) The Other Parties may:
  - (i) review the Certification and Monitoring Plan submitted under clause 3.8(a); and
  - (ii) if the Certification and Monitoring Plan does not comply with this deed, or if the Other Parties believe that the Certification and Monitoring Plan does not provide the information required by Schedule 4, notify the Independent Certifier of the non-compliance.
- (c) If the Independent Certifier receives a notice under clause 3.8(b)(ii), the Independent Certifier must promptly submit an amended Certification and Monitoring Plan to the Other Parties, after which clause 3.8(b) will reapply.

- (d) If the Independent Certifier does not receive a notice under clause 3.8(b)(ii) within 15 Business Days after the submission of the relevant Certification and Monitoring Plan, the relevant Certification and Monitoring Plan submitted by the Independent Certifier will be the Certification and Monitoring Plan with which the Independent Certifier must comply (as it is updated under clause 3.9).

### 3.8A **Documentation management and transmission**

- (a) Without limiting clause 12.1, the Independent Certifier, the Asset Trustee and the Project Trustee must, if required by RMS:
  - (i) implement and use the PDCS to manage and transmit all documentation connected with the Project in accordance with the processes and procedures required by RMS;
  - (ii) align its document management and quality processes to complement and utilise the functions and features of the PDCS;
  - (iii) use the PDCS mail module for all correspondence relating to the Project between the Independent Certifier, RMS, the Project Trustee and the Asset Trustee;
  - (iv) upload all documentation required for the performance of the Services to the PDCS; and
  - (v) strictly adhere to the documentation numbering system, metadata structures and revision code sequences which are required by RMS.
- (b) Documents supplied to the Independent Certifier by RMS, the Project Trustee or the Asset Trustee will remain the property of RMS, the Project Trustee or the Asset Trustee (as applicable) and must be returned by the Independent Certifier to the applicable party on demand in writing. The documents must not, without the prior written approval of RMS, the Project Trustee or the Asset Trustee (as applicable), be used, copied or reproduced for any purpose other than the execution of the Services.
- (c) The Independent Certifier must keep all the Independent Certifier's records relating to the Services in secure and fireproof storage.
- (d) The Independent Certifier will not be entitled to make, and RMS, the Project Trustee or the Asset Trustee will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 3.8A.
- (e) The Independent Certifier must ensure that any documents and materials that it provides to RMS, the Project Trustee or the Asset Trustee in computer readable form contain no virus or computer software code which is intended or designed to:
  - (i) permit access to or use of a computer system by a third person not authorised by RMS, the Project Trustee or the Asset Trustee (as applicable); or
  - (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

### 3.9 **Revisions to Certification and Monitoring Plan**

- (a) The Independent Certifier must:

- (i) progressively amend, update and develop the Certification and Monitoring Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Works, any Changes and any changes in the manner of performing the Services;
  - (ii) ensure that any amendments, updates or developments of the Certification and Monitoring Plan under this clause 3.9(a) are consistent with, and provide, the information set out in Schedule 4; and
  - (iii) submit each revision of the Certification and Monitoring Plan to the Other Parties for their review and comment.
- (b) The Other Parties may:
- (i) review the Certification and Monitoring Plan submitted under clause 3.9(a)(iii); and
  - (ii) if the Certification and Monitoring Plan does not comply with this deed or the Other Parties believe that the revised Certification and Monitoring Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Certification and Monitoring Plan, notify the Independent Certifier of that non-compliance or reduction.
- (c) If the Independent Certifier receives a notice under clause 3.9(b)(ii), the Independent Certifier must promptly submit an amended Certification and Monitoring Plan to the Other Parties after which clause 3.9(b) will reapply.
- (d) Without limiting clause 3.3(e), the Independent Certifier must not, either in the preparation of the Certification and Monitoring Plan required by clause 3.8 or the amending, updating and development of the Certification and Monitoring Plan required by clauses 3.9(a) and 3.9(c), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise from that set out in the initial Certification and Monitoring Plan or the then existing Certification and Monitoring Plan without the written approval of the Other Parties.
- (e) The Independent Certifier may not amend the Certification and Monitoring Plan other than in accordance with this clause 3.9.

### 3.10 **Other Parties not responsible**

The Other Parties:

- (a) owe no duty to the Independent Certifier to review the Certification and Monitoring Plan for errors, omissions or compliance with this deed; and
- (b) are not responsible for the accuracy, completeness or the contents of, and make no representation and assume no duty of care in respect of, the Certification and Monitoring Plan.

### 3.11 **Progress Reports by the Independent Certifier**

Throughout the Term of this deed, the Independent Certifier must provide a monthly progress report to each of the Other Parties by the seventh day of the following month and in such format as is required by RMS's Representative, containing, identifying or setting out:

- (a) a description of the Services undertaken during the reporting period;

- (b) a list or schedule of design and construction surveillance, monitoring and audits undertaken by the Independent Certifier during the reporting period;
- (c) a comprehensive schedule of the status of all correspondence and documentation exchanged between the Independent Certifier and the Other Parties;
- (d) a summary of key risks and issues relating to the Services;
- (e) details of any Asset Trustee or Project Trustee non-conformances raised by the Independent Certifier or RMS and details on the verification of the rectification by the Asset Trustee or the Project Trustee of non-conformances;
- (f) details of the surveillance, monitoring and auditing proposed to be undertaken by the Independent Certifier in the forthcoming reporting period, including the outcomes of the risk management processes used to determine the levels and scope of the surveillance activities;
- (g) details of the current version of the Certification and Monitoring Plan and a summary of any amendments, updates and developments to the Certification and Monitoring Plan during the reporting period; and
- (h) any act, matter or thing which has or is likely to have a material adverse effect on the progress and provision of the Services and detailed particulars of how the Independent Certifier is addressing, or proposes to address, that act, matter or thing.

### 3.12 **Audit and surveillance**

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

### 3.13 **Access to records**

The Independent Certifier must, within a reasonable time of any request, give the Other Parties access to any records or other documents received, prepared or generated by the Independent Certifier in the course of carrying out the Services.

### 3.14 **Term**

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

- (a) completion of the Services; or
- (b) termination in accordance with clause 9.

#### 4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

##### 4.1 **Independent Certifier to be independent**

The Independent Certifier warrants to the Other Parties that in performing the Services, it will:

- (a) act professionally and independently of each and all of the Other Parties and in a timely manner;
- (b) act honestly, reasonably and fairly;
- (c) exercise the standard of care, knowledge, skill, expertise, experience and diligence which would be expected of a skilled professional providing services similar to the Services within the design and construction industry generally and the design and construction of major engineering works in particular;
- (d) without limiting this clause 4.1, act within the times prescribed under the Project Documents and the D&C Deed or as anticipated by the Overall D&C Program and the Subsidiary D&C Program; and
- (e) provide, as a minimum, the levels of surveillance and resources specified in Schedule 3.

##### 4.2 **Confidentiality**

The Independent Certifier must:

- (a) keep confidential details of this deed and all information and documents provided to, or by, the Independent Certifier relating to the Services, the Works, this deed, the Project Documents, the Project Deed or the Project and not provide, disclose or use the information or documents except:
  - (i) to disclose them to the Other Parties;
  - (ii) for the purposes of performing the Services;
  - (iii) where required by Law or to obtain legal advice on this deed; or
  - (iv) with the prior written consent of the Other Parties; and
- (b) ensure that its subcontractors comply with the terms of clause 4.2(a).

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

##### 4.3 **Exclusivity**

- (a) The Independent Certifier must not, and must procure that:
  - (i) any related body corporate (as defined by sections 9 and 50 of the *Corporations Act 2001* (Cth)) of the Independent Certifier; and
  - (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,

do not, from the date of execution of this deed until the date of expiry of the Term in accordance with clause 3.14:

- (iii) have any direct or indirect involvement (whether under contract or any other arrangement):
  - (A) with either the Asset Trustee or the Project Trustee or any of their respective contractors, consultants or providers; or
  - (B) in the Project; or
- (iv) provide services to or advise any other person in relation to the Project or the Project Documents,

other than the provision of the Services under this deed, except with the prior written consent of the Other Parties which may be withheld or granted in their absolute discretion.

- (b) The Independent Certifier agrees that:
  - (i) having regard to the Project Documents and the Services, clause 4.3 is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity requirements of the Project and to ensure the best value for money of the Project; and
  - (ii) damages may not be a sufficient remedy for a breach of clause 4.3 and each of the Other Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Independent Certifier, in addition to any other remedies available at Law or in equity.
- (c) The Other Parties consent to the Independent Certifier being appointed as the D&C Independent Certifier under the D&C Independent Certifier Deed (in respect of the New M5 Project as that term is defined under the D&C Deed).
- (d) The Independent Certifier warrants that:
  - (i) at the date of signing this deed, no conflict of interest (either actual or perceived) exists or is likely to arise in the performance of its obligations under this deed or the Project Deed; and
  - (ii) if, during the Term, notwithstanding clause 4.3(a) or this clause 4.3(d), any conflict or risk of conflict of interest arises, the Independent Certifier will notify the Other Parties in writing immediately of that conflict or risk and take such action to avoid or mitigate the conflict or risk of conflict of interest as the Other Parties may reasonably require.

#### 4.4 Relationship with the Other Parties

- (a) The Independent Certifier is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of any Other Party.
- (b) Each party acknowledges and agrees that the Independent Certifier has no authority to:
  - (i) give directions to any of the Other Parties or the Contractor other than as expressly set out in this deed or any of the Project Documents;
  - (ii) waive or alter any terms of the Project Documents; or



- (iii) discharge or release a party from any of its obligations pursuant to the Project Documents.

## 5. **NOTIFICATIONS**

The Independent Certifier agrees to promptly notify each of the Other Parties if, in the course of performing the Services, it becomes aware:

- (a) that any matter stated or certified by the Contractor or the Asset Trustee or any certificate provided under any Project Document or the D&C Deed is not correct as at the date stated or certified; and
- (b) of any matter or circumstance which, in its reasonable opinion:
  - (i) may materially or adversely affect the Asset Trustee's ability to achieve Completion by the Date for Completion;
  - (ii) it considers to be, in the context of the Project, of material interest to any of the Other Parties;
  - (iii) may involve a material breach of any Project Document; or
  - (iv) may involve a material dispute between any of the parties to any Project Document and another party or the parties to any Project Document or any other person in relation to a Project Document or the Project.

## 6. **OBLIGATIONS OF THE OTHER PARTIES**

### 6.1 **No interference or influence**

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

### 6.2 **Co-operation**

- (a) Without limiting or otherwise affecting any of the Asset Trustee's or the Project Trustee's obligations under this deed or the Project Documents, the Asset Trustee and the Project Trustee must:
  - (i) co-operate with and provide the Independent Certifier with all information and documents necessary or reasonably required by the Independent Certifier, or otherwise requested by the Independent Certifier or directed by RMS;
  - (ii) allow the Independent Certifier to attend all meetings and procure for the Independent Certifier access to such premises as may be reasonably necessary to enable the Independent Certifier to perform the Services or as requested by the Independent Certifier or directed by RMS, including allowing access to the Construction Site and any Extra Land and all areas where the Works are being performed;

- (iii) ensure that Hold Points and Witness Points are included in the Project Plans as reasonably required by the Independent Certifier to enable the Independent Certifier to perform the Services; and
  - (iv) coordinate the Project Trustee's Activities and the Asset Trustee's Activities with the Services.
- (b) A copy of any written communication to the Independent Certifier must be provided by the sending party to each of the Other Parties within 2 Business Days of providing the same to the Independent Certifier.

### 6.3 **RMS to have no liability**

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

- (a) not used; or
- (b) for the performance of any obligation of the Asset Trustee or the Project Trustee or the Independent Certifier whether under or purportedly under this deed or under any Project Document or otherwise.

## 7. **CHANGE TO SERVICES, SUSPENSION OF SERVICES AND APPOINTMENT OF SUBSTITUTE CERTIFIER**

### 7.1 **Changes to Services, suspension of Services and appointment of Substitute Certifier**

- (a) The Other Parties may, by written notice to the Independent Certifier, jointly direct the Independent Certifier to carry out a change to the Services (including an addition or omission) and the Independent Certifier must comply with that direction.
- (b) The Fee to be paid to the Independent Certifier in relation to a change to the Services referred to in clause 7.1(a) will be determined in accordance with the schedule of rates set out in the Payment Schedule. If an amount for the change to the Services cannot be determined by reference to the schedule of rates, the amount will be a reasonable amount as stated in writing by the Other Parties.
- (c) The Other Parties may, by written notice to the Independent Certifier, jointly direct the Independent Certifier to suspend any or all of the Services for the period of time specified in the notice.
- (d) The Independent Certifier acknowledges and agrees that the Other Parties may appoint another certifier (**Substitute Certifier**) to carry out those Services which are omitted as a result of a change to the Services as directed under clause 7.1(a), and any decision of a Substitute Certifier appointed shall be treated (as between the Other Parties) as if it is a decision of the Independent Certifier, and the Substitute Certifier shall have all of the rights and powers of the Independent Certifier under the Project Documents and the D&C Deed in connection with those Services.
- (e) Notwithstanding a change to the Services or the appointment of a Substitute Certifier, the Independent Certifier must continue to perform the Services, as varied in accordance with this clause 7.1, in accordance with this deed. Without prejudice to any claim in respect of the performance of the Independent Certifier, the Independent Certifier is not responsible for the performance of the Substitute Certifier.

**7.2 Meeting of Other Parties**

- (a) If any one of the Other Parties is of the opinion that the Independent Certifier is not performing its duties in accordance with this deed, that Other Party may call a meeting of all of the Other Parties' duly authorised representatives who must attend within 2 Business Days (or such other period as is reasonably requested by that Other Party) to decide an appropriate action to resolve the issue.
- (b) Without limiting the scope of the Other Parties' decision, the Other Parties will consider at such a meeting whether to resolve the issue referred to in clause 7.2(a) by:
  - (i) requesting that the Independent Certifier comply with this deed;
  - (ii) changing the Services in accordance with clause 7.1(a);
  - (iii) suspending the Services in accordance with clause 7.1(c);
  - (iv) appointing a Substitute Certifier in accordance with clause 7.1(d); or
  - (v) terminating the appointment of the Independent Certifier in accordance with clause 9.

**8. LIABILITY, INSURANCE AND INDEMNITY**

**8.1 Limitation of liability**

- (a) Subject to clause 8.2, the Independent Certifier's total aggregate liability under this deed and the D&C Independent Certifier Deed, from all claims howsoever arising including tort (including negligence), contract (including under an indemnity or warranty), in equity, in restitution and breach of statutory duty will be limited to [REDACTED]:
  - (i) [REDACTED]; or
  - (ii) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] under this deed and the D&C Independent Certifier Deed and but for this clause.
- (b) Any liability incurred by the Independent Certifier under the Interlink Deed Poll or the Deed Poll will, for the purpose of clause 8.1 be deemed to be a liability under this deed.

**8.2 Exclusions**

The limitation of liability in clause 8.1 does not apply to any claims arising out of or in connection with any of the following on the part of the Independent Certifier or anyone for whom the Independent Certifier is responsible:

- (a) fraud or criminal conduct;
- (b) wilful default, meaning an act or failure to act by the Independent Certifier that was intended to cause, or was in reckless disregard of or wanton indifference to,

harmful consequences, excluding any innocent act, omission, mistake or error of judgment; or

- (c) gross negligence, meaning an intentional act or failure to act by the Independent Certifier which seriously and substantially deviates from a diligent course of action which is done in reckless disregard of or indifference to the serious and avoidable harm it is likely to cause.

### 8.3 **Insurances**

From the later of the date of the Project Deed and the date of this deed, the Independent Certifier must hold and maintain:

- (a) professional indemnity insurance with:
  - (i) a limit of indemnity of \$[REDACTED] for any single claim and in the annual aggregate in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act, error or omission by the Independent Certifier or its employees, agents or consultants; and
  - (ii) a deductible of not more than \$[REDACTED];
- (b) workers compensation insurance as required by Law under any statute relating to workers' or accident compensation;
- (c) public liability insurance:
  - (i) endorsed to indemnify each of the Other Parties as insureds to the extent that such parties are vicariously liable for the activities of the Independent Certifier under this deed;
  - (ii) covering, without limitation, the Independent Certifier's liability under clauses 8.8 and 8.9;
  - (iii) with a limit of indemnity of not less than \$[REDACTED] for any one claim in respect of legal liability for third party property damage, personal injury or death arising from the performance of the Services under this deed; and
  - (iv) with a deductible of not more than \$[REDACTED]; and
- (d) such other insurance as may reasonably be required by the Other Parties.

### 8.4 **Notice of matter affecting insurance**

The Independent Certifier must notify the Other Parties 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.

The Independent Certifier must not, without the prior written consent of all the Other Parties, either materially alter the terms of, risks covered by or sum insured under the professional indemnity insurance policy or public liability insurance policy.

### 8.5 **Provision of information**

The Independent Certifier must provide to the Other Parties:

- (a) certified copies of the insurance policies apart from the professional indemnity insurance and workers compensation insurance; and
- (b) certificates of currency, with respect to the insurances effected and maintained by the Independent Certifier for the purposes of this clause 8,

at any time and from time to time on request by any party and prior to the renewal of each policy.

#### **8.6 Periods for insurance**

The Independent Certifier must maintain:

- (a) the professional indemnity insurance for a period of 7 years (whether annually renewable or a single project policy) after the Date of Completion or the date of termination of this deed, whichever is earlier;
- (b) the workers compensation insurance until it ceases to perform the Services;
- (c) the public liability insurance until it ceases to perform the Services; and
- (d) any other insurances for such time as may reasonably be required by the Other Parties.

#### **8.7 Obligations unaffected by insurance**

The requirement to effect and maintain insurance in this clause 8 does not limit the liability or other obligations of the Independent Certifier under this deed.

#### **8.8 Indemnity in relation to property/persons**

- (a) Subject to clause 8.1, the Independent Certifier is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur to the extent caused by:
  - (i) any damage to or loss of property; or
  - (ii) death of or injury to any person,insofar as the liability, loss, claim, expense or damage arises out of the act, error or omission of the Independent Certifier, its employees, agents or consultants.
- (b) The Independent Certifier's obligation to indemnify any Other Party under this deed shall be reduced proportionately to the extent that the Other Party has failed to mitigate its loss.

#### **8.9 Indemnity in relation to breach**

The Independent Certifier is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur to the extent caused by any breach of this deed by the Independent Certifier (including any claim or loss which an Other Party may have to another party arising from such breach).

### **9. TERMINATION OF APPOINTMENT**

#### **9.1 Notice of termination**

The Other Parties may jointly terminate the appointment of the Independent Certifier under this deed by notice in writing served on the Independent Certifier if:

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

## 9.2 Termination

Where a notice is served on the Independent Certifier under clause 9.1, the appointment of the Independent Certifier will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 9.1; or
- (b) the appointment of a replacement for the Independent Certifier.

## 9.3 Delivery of documents

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

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Independent Certifier relating to the Services; and
- (b) acknowledges that the Other Parties have the right to use all such documents for any purposes in connection with the Project, the Works, the Project Trustee's Activities, the Asset Trustee's Activities, the Project Documents and the Project Deed.

## 9.4 Reasonable assistance

Where the Other Parties give a notice under clause 9.1 of termination of the appointment of the Independent Certifier, the Independent Certifier must provide full assistance to the Other Parties and any appointed replacement for the Independent Certifier in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

## 9.5 Payment until date of termination

Where the appointment of the Independent Certifier is terminated under clause 9.1(d), the Independent Certifier is only entitled to be paid by the Project Trustee the proportion of the Fee for Services performed up to the date of the termination.

## 9.6 Termination without payment

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

## 9.7 **Survive termination**

This clause 9 will survive the termination of this deed by the Other Parties under clause 9.1.

## 9.8 **Rights upon termination**

If the appointment of the Independent Certifier is terminated pursuant to clauses 9.1(a) to 9.1(c), the parties' remedies, rights and liabilities shall be the same as they would have been under the Law governing this deed had the Independent Certifier repudiated this deed and the Other Parties elected to treat this deed as at an end and recover damages.

## 10. **CONFIDENTIALITY AND PUBLICITY**

### 10.1 **General restriction**

Subject to clause 10.2, no party will, at any time, without the written consent of the other parties, divulge or suffer or permit its servants, consultants or agents to divulge to any person (other than its officers, employees, consultants, advisers and agents who require such reports, studies, information and data to enable them to properly carry out their duties):

- (a) any of the contents of this deed;
- (b) any information relating to the negotiations concerning the same; or
- (c) any information which may have come to a party's knowledge in the course of such negotiations or otherwise concerning the operations, dealings, transactions, contracts, commercial or financial arrangements or affairs of the other parties.

### 10.2 **Exceptions**

The restrictions imposed by clause 10.1 will not apply to the disclosure of any information:

- (a) which is now or hereafter comes into the public domain (other than by breach of this clause) or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited (if applicable);
- (c) as required for any legitimate NSW Government purpose or process;
- (d) pursuant to the contract summary required to be published in accordance with Premier's Memorandum No. 2007-01 dated 8 January 2007 or the NSW Public Private Partnership Guidelines published by the NSW Government and dated August 2012;
- (e) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the disclosing party is a party or to an expert in the course of any determination by him to which the disclosing party is a party;
- (f) which, in the reasonable opinion of a party, is required to be disclosed to:
  - (i) any actual or prospective investor in or lender to (or assignee or novatee of a lender to) the Group;
  - (ii) any actual or prospective insurer in respect of the Project;

- (iii) any of the parties' officers, employees, professional advisers, auditors or consultants;
  - (iv) any person to whom disclosure is reasonably necessary to enable that person to comply with the Project Documents to which it is a party; or
  - (v) any Subcontractors to whom disclosure is necessary to enable that Subcontractor to comply with the Subcontract to which it is a party for the Project;
- (g) by RMS that is not Commercially Sensitive Information; or
- (h) without limiting this clause 10.2 or clause 10.3, any disclosure by RMS's Representative of any Project Document relating to this deed and which the parties agree (acting reasonably) contains no Commercially Sensitive Information.

### 10.3 Disclosure by RMS

- (a) Notwithstanding the other provisions of this clause 10.3 but subject to clause 10.3(b), the parties acknowledge that:
- (i) this deed will be made available to the Auditor-General in accordance with the *Public Finance and Audit Act 1983* (NSW);
  - (ii) information concerning this deed will be tabled in Parliament of the State of New South Wales by or on behalf of RMS and will be published in accordance with applicable government policies and guidelines;
  - (iii) this deed and information concerning this deed will be published on RMS's contracts register in accordance with the GIPA Act (subject to prior redaction of Commercially Sensitive Information which is not required to be disclosed in the contracts register under the GIPA Act); and
  - (iv) RMS and RMS's Representative may make this deed available to any person as required by any applicable Law.
- (b) The parties acknowledge that:
- (i) RMS has consulted with the Asset Trustee, Project Trustee and the Independent Certifier in relation to the disclosure of those parts of this deed that are not Commercially Sensitive Information;
  - (ii) RMS will notify the Asset Trustee, Project Trustee and the Independent Certifier of any proposed disclosure of any information that RMS considers (acting reasonably) may be Commercially Sensitive Information by RMS under the GIPA Act no later than 20 Business Days before the proposed date of disclosure;
  - (iii) following notification by RMS in accordance with clause 10.3(b)(ii), RMS will take reasonable steps to consult with the Asset Trustee, Project Trustee and the Independent Certifier before disclosing the information referred to in clause 10.3(b)(ii), including under the GIPA Act; and
  - (iv) if, following:
    - (A) notification by RMS in accordance with clause 10.3(b)(ii); or
    - (B) consultation between the parties in accordance with clause 10.3(b)(iii),



the Asset Trustee, Project Trustee or the Independent Certifier objects to the disclosure of some or all of the information referred to in clause 10.3(b)(ii) on the basis that it is Commercially Sensitive Information, the Asset Trustee, Project Trustee or the Independent Certifier (as applicable) must provide details of any such objection within 5 Business Days of the date the Asset Trustee, Project Trustee or the Independent Certifier (as applicable) received notification from RMS or the date on which the consultation process concluded (as relevant).

- (c) RMS may take into account any objection received from the Asset Trustee, Project Trustee or the Independent Certifier pursuant to clause 10.3(b)(iv) in determining whether the information identified by the Asset Trustee, the Project Trustee or the Independent Certifier as Commercially Sensitive Information should be disclosed.
- (d) Nothing in this clause 10.3 will limit or otherwise affect the discharge of RMS's obligations under the GIPA Act.

#### 10.4 **Obligations preserved**

Where disclosure is permitted under clause 10.2, other than clauses 10.2(a), 10.2(b), 10.2(c), 10.2(d), 10.2(e), 10.2(g) and 10.2(h), the party providing the disclosure must ensure that the recipient of the information will be subject to the same obligation of confidentiality as that contained in this deed.

#### 10.5 **Publicity**

- (a) The Asset Trustee, the Project Trustee and the Independent Certifier must not issue any information, publication, document or article for publication concerning the Project or the Services to any media (or permit any third party to do so) without the prior written approval of RMS's Representative (acting reasonably) and only in a manner approved by RMS's Representative (acting reasonably).
- (b) If the Asset Trustee, the Project Trustee the Independent Certifier or any of their Subcontractors receives a direct request from the media for comment in respect of any aspect of the Project or the Services, that party must promptly provide details of such request to RMS's Representative.

#### 11. **GST**

- (a) Except where the context suggests otherwise, terms used in this clause 11 have the meaning given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 11.
- (c) Unless otherwise expressly stated, all consideration to be provided under this deed (other than under this clause 11) is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 11.
- (d) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total costs, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

- (e) If GST is payable in relation to a supply made under or in connection with this deed, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.
- (f) The Supplier must provide a tax invoice to the Recipient at the same time as any consideration is to be first provided for that supply.
- (g) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 11(e), then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 11(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(e). If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note event within 7 days after the date of the adjustment event.

## 12. NOTICES

### 12.1 How to give a notice

- (a) Wherever referred to in this clause, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) At any time and from time to time RMS's Representative may notify the Independent Certifier, Asset Trustee and Project Trustee that a PDCS will be used for giving Notices under or in connection with this Deed. RMS's notice will set out:
  - (i) the name of the relevant PDCS;
  - (ii) the commencement date for use of the PDCS;
  - (iii) any password, login details or similar information required for the Independent Certifier, the Asset Trustee and the Project Trustee to use the PDCS; and
  - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) Each Notice must:
  - (i) before the date referred to in clause 12.1(b)(ii), be:
    - (A) in writing, signed by or on behalf of the person giving it;
    - (B) addressed to the person to whom it is to be given; and
    - (C) either:
      - (aa) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
      - (bb) subject to clause 12.1(c)(iii), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address;

- (ii) on and from the commencement date for use of the PDCS referred to in clause 12.1(b)(ii), be:
    - (A) subject to clause 12.1(c)(iii), sent through the PDCS in accordance with the requirements set out in clause 12.6;
    - (B) in writing, signed by or on behalf of the person giving it;
    - (C) addressed to the person to whom it is to be given; and
    - (D) in circumstances where the PDCS is temporarily disabled or not operating, issued in accordance with clause 12.1(c)(i); and
  - (iii) in the case of Notices which have been sent in accordance with clause 12.1(c)(i)(C)(bb) or clause 12.1(c)(ii) under clauses 5, 7.1, 8.4, 9.1 or 10.3(b)(ii), in addition to the Notice sent pursuant to clause 12.1(c)(i)(C)(bb) or clause 12.1(c)(ii), a copy of the Notice must also be printed and delivered or posted to the person's address in accordance with clause 12.1(c)(i)(C)(aa).
- (d) The Independent Certifier, Asset Trustee and the Project Trustee must:
- (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
  - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
  - (iii) ensure all relevant personnel attend all necessary training required by RMS's Representative;
  - (iv) advise RMS's Representative of which personnel require access to the PDCS;
  - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
  - (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 12.2(c)(ii)(D) to RMS's Representative through the PDCS.
- (e) RMS has no liability for any losses the Independent Certifier, the Asset Trustee or the Project Trustee may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, the Independent Certifier's, the Asset Trustee and the Project Trustee will not be entitled to make, and RMS will not be liable upon, any Claim against RMS arising out of or in connection with the Independent Certifier's, the Asset Trustee's or the Project Trustee's access to or use of the PDCS or any failure of the PDCS.

## 12.2 Effectiveness of notices

- (a) A Notice referred to in clause 12.1(c)(iii) will not be effective unless it is delivered in accordance with clause 12.1(c)(i)(C)(aa); and
- (b) A Notice issued pursuant to clause 12.1(c)(iii) and a Notice issued pursuant to clause 12.1(c)(i)(C)(aa) must be identical, and in the event that they are not identical, neither Notice will constitute a valid Notice.

### 12.3 **When a notice is given**

A Notice that complies with this clause 12 is regarded as given and received:

- (a) if it is sent by mail:
  - (i) within Australia – 2 Business Days after posting; or
  - (ii) to or from a place outside Australia – 5 Business Days after posting;
- (b) subject to clause 12.3(d), if it is sent by email:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or a day that is not a Business Day - on the Business Day following the date on which it is sent equivalent to the date shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient;
- (c) subject to clause 12.3(d), if it is sent through the PDCS, at the time recorded on the PDCS as being the time at which the Notice was sent, unless that delivery is made on a non-Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and
- (d) where clause 12.1(c)(iii) applies, the relevant Notice will be taken to have been received on the later of:
  - (i) the date determined in accordance with clause 12.3(b) or clause 12.3(c) (as the case may be); and
  - (ii) the date determined in accordance with clause 12.3(a).

### 12.4 **Address for notices**

A person's address are those set out below, or as the person notifies the sender:

#### **RMS**

Address: Level 9, 101 Miller Street  
North Sydney NSW 2060

Email address: [REDACTED]  
Attention: General Manager Motorway Projects

#### **Project Trustee**

Address: Level 18, 101 Miller Street  
North Sydney NSW 2060  
(for delivery by hand)

Address: Locked Bag 928  
North Sydney NSW 2059  
(for delivery by post)

Email address: [REDACTED]  
Attention: [REDACTED] (Project Director – M5 Corridor)

#### **Asset Trustee**

Address: Level 18, 101 Miller Street  
North Sydney NSW 2060  
(for delivery by hand)

Address: Locked Bag 928  
North Sydney NSW 2059  
(for delivery by post)

Email address: [REDACTED]  
Attention: [REDACTED] (Project Director – M5 Corridor)

**Independent Certifier**

Address: Level 25, 288 Edward Street  
Brisbane QLD 4000

Email address: [REDACTED]  
Attention: [REDACTED]

Fax number: 02 8907 9001

**12.5 Communications by email**

With respect to communications sent by email:

- (a) only the letter in .pdf format attached to the email and, subject to clause 12.5(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 12. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 12.1(c)(i)(C)(bb) will only form part of a communication under this clause 12 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
  - (i) to ensure that their respective firewall and/or mail server (as applicable):
    - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received;
    - (B) does not trap any messages in the spam filter which:
      - (aa) in the case of notices sent by RMS to the Project Trustee, Asset Trustee or the Independent Certifier, have been sent from @rms.nsw.gov.au;
      - (bb) in the case of notices sent by the Project Trustee to the Asset Trustee, RMS or the Independent Certifier, have been sent from @sydmotorway.com or @westconnex.com.au;
      - (cc) in the case of notices sent by the Asset Trustee to the Project Trustee, RMS or the Independent Certifier, have been sent from @sydmotorway.com or @westconnex.com.au;
      - (dd) in the case of notices sent by the Independent Certifier to Asset Trustee, RMS or the Project Trustee, have been sent from @arcadis.com; and

- (C) automatically sends a receipt notification to the sender upon receipt of a message; and
- (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

## 12.6 **Communications by the PDCS**

With respect to Notices sent through the PDCS:

- (a) only the text in any Notice, or subject to clause 12.6(b), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
- (b) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
  - (i) .pdf format;
  - (ii) a format compatible with Microsoft Office; or
  - (iii) such other format as may be agreed between the parties in writing from time to time.

## 13. **GENERAL**

### 13.1 **Governing law**

This deed is governed by and must be construed according to the law applying in New South Wales.

### 13.2 **Jurisdiction**

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 13.2(a).

### 13.3 **Cost**

- (a) A party which has an obligation to do anything under this deed must perform that obligation at its cost, unless expressly provided for otherwise.
- (b) The Project Trustee must pay all stamp duties and any related fines and penalties and any other fees payable in respect of this deed, the performance of this deed and each transaction effected by or made under this deed.
- (c) The Project Trustee is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause.

#### 13.4 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) Any waiver or consent given by a party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by a party of:
  - (i) a breach of any term of this deed; or
  - (ii) any other failure by a party to comply with a requirement of this deed,  
will operate as a waiver of:
    - (iii) another breach of that term or of a breach of any other term of this deed; or
    - (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

#### 13.5 **Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by Law or reasonably requested by the other party or parties to give effect to this deed.

#### 13.6 **Provisions limiting or excluding liability**

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

#### 13.7 **Counterparts**

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

#### 13.8 **Variation**

No modification, variation or amendment of this deed will be of any force unless such modification, variation or amendment is in writing and executed by each party.

#### 13.9 **Severability of provisions**

Any provision of this deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions hereof or thereof.

#### 13.10 **Joint and several liability**

- (a) The obligations of a party, if more than one person, under this deed are joint and several and each person constituting that party acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the other parties to this deed may proceed against any one or all of them.

- (b) The rights of a party, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting that party (and not severally or jointly and severally).
- (c) Any payment by a party under this deed to any account nominated in writing by another party or, failing such nomination, to any one or more persons constituting that party, will be deemed to be payment to all persons constituting that party.
- (d) A party, if more than one person, may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting that party.

#### 13.11 **Exclusion of proportionate liability scheme**

To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under this deed whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

Without limiting the above, the rights, obligations and liabilities of the parties under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

#### 13.12 **Assignment**

- (a) Subject to clause 13.12(c), the Asset Trustee, Project Trustee and the Independent Certifier must not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of each other party to this deed.
- (b) RMS may, in its absolute discretion and without consent from the Asset Trustee, Project Trustee or the Independent Certifier, assign, novate or otherwise transfer any of its rights or obligations under this deed to any assignee, novatee or other beneficiary of the Project Deed, where the assignment, novation or other transfer is in accordance with the terms of the Project Deed. The Independent Certifier, the Asset Trustee and the Project Trustee must, if requested, execute a deed of novation in the form set out at Schedule 9.
- (c) The Asset Trustee or the Project Trustee may grant, or allow to exist, a security interest over its respective rights under this deed in favour of its financiers (or any trustee or agent for such financiers). The parties consent to the creation and enforcement of such security interest in accordance with its terms.

#### 13.13 **Entire Agreement**

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

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

#### 13.14 **Indemnities**

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.



It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

**13.15 No representation or reliance**

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

**13.16 Moratorium Legislation**

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

**EXECUTED** as a deed.

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

The Seal of Roads and Maritime Services was affixed to this document in the presence of the Chief Executive or member of staff authorised in that behalf by the Chief Executive pursuant to section 109 of the *Transport Administration Act 1988* (NSW):

---

Signatory Name

**EXECUTED** by **WCX M5 PT Pty Ltd (ACN 608 798 465)** in its capacity as trustee of the **WCX M5 Project Trust (ABN 73 899 615 977)** under section 127(1) of the *Corporations Act 2001* (Cth):

---

Signature of director

---

Signature of director/secretary

---

Name

---

Name

**EXECUTED** by **WCX M5 AT Pty Ltd (ACN 608 798 081)** in its capacity as trustee of the **M5 Asset Trust (ABN 23 365 031 283)** under section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Signed sealed and delivered** for and on behalf of **Arcadis Australia Pacific Pty Ltd (ACN 104 485 289)** by its Attorneys under a Power of Attorney dated 11 March 2015 (and the Attorneys declare that the Attorneys have not received any notice of the revocation of such Power of Attorney) in the presence of:

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Name of Witness in full

## **SCHEDULE 1**

### **Services**

#### **1. GENERAL**

##### **1.1 Project Deed Services**

The Project Deed Services include:

- (a) the Independent Certifier preparing a monthly report of a maximum of 8 A4 pages (plus attachments, if necessary) setting out:
  - (i) the tasks undertaken by the Independent Certifier during that month;
  - (ii) the visits made by the Independent Certifier to the Project Site and elsewhere in connection with the Project during that month;
  - (iii) the documents reviewed by the Independent Certifier during that month and the current status of those documents;
  - (iv) the progress made by the Asset Trustee in the development of the Design Documentation or the construction of the Works with reference to the current Overall D&C Program;
  - (v) tests attended by the Independent Certifier during that month and the results of those tests; and
  - (vi) any issues identified by the Independent Certifier,and submitting that report to each of the Other Parties no later than 5 Business Days after the end of the month to which the report relates;
- (b) the Independent Certifier carrying out the Project Deed Services referred to in clause 13 of the Project Deed and satisfying itself that the Design Documentation satisfies the requirements of the Project Deed and the SWTC, including by:
  - (i) attending meetings of the Asset Trustee's design team and any other meetings at which design issues are discussed;
  - (ii) meeting with the Asset Trustee and the Contractor; and
  - (iii) conducting audits of the Asset Trustee's compliance with its Design Plan;
- (c) all the functions, obligations, duties and services which the Project Documents contemplate will be discharged by the Independent Certifier including providing various certificates required under the Project Documents;
- (d) all the functions, obligations, duties and services which the Project Documents contemplate will be discharged by the Independent Certifier or which requires the Asset Trustee or the Project Trustee to ensure will be performed by the Independent Certifier;
- (e) without limiting sections 1.1(a) to 1.1(d), all other things and tasks not described in this deed or the Project Documents, if those things and tasks should have been reasonably anticipated by an experienced and competent professional provider of the Project Deed Services as being necessary for the performance of the Project Deed Services or that are otherwise capable of inference from this deed or the Project Documents;

- (f) from the Date of Completion until the end of the period two years following, ensuring that O&M Work is independently certified by performing the following activities once per year:
  - (i) review of the audit schedule and plan;
  - (ii) witnessing separate annual audits for operations and maintenance which typically are for 5 days duration;
  - (iii) reviewing audit reports; and
  - (iv) providing a report on audit results and certifying that the requirements for the O&M Work contained in the SWTC are being met;
- (g) certification of the correction of any Defects and any non-conformance by the Asset Trustee (including during the Defects Correction Period); and
- (h) without limiting section 1.1(c), certify that the SPI Managing Contractor Works have been completed in accordance with the SPI Managing Contractor Works SWTC and any non-conformance.

## 1.2 **Interlink Interface Agreement Services**

The Interlink Interface Agreement Services include:

- (a) carrying out the following services which are required to be performed by the New M5 Independent Certifier under the Interlink Interface Agreement:
  - clause 3.3(b)(i) Independently certify in accordance with this deed that the New M5 Interface Works comply with the requirements of the Interlink Interface Agreement and the Project Deed;
  - clause 3.3(b)(ii) Make determinations on matters that the Interlink Interface Agreement expressly requires be determined by the Independent Certifier;
  - clause 3.3(b)(iii) Perform the functions and activities identified as functions of the Independent Certifier in this deed;
  - clause 3.3(h) Receive all information and documents, attend any design meetings in connection with the New M5 Interface Works, obtain access to the Lease Area and all places at which the New M5 Interface Works are being undertaken as may be necessary or reasonably required for the performance of the obligations of the Independent Certifier under this deed;
  - clause 6.1(c)(i) Receive written comments from Interlink on the Design Documentation (as defined in the Interlink Interface Agreement);
  - clause 6.1(c)(ii) Verify that the Design Documentation (as defined in the Interlink Interface Agreement) complies with the requirements of the Interlink Interface Agreement;
  - clause 6.1(c)(iii) Address any comments provided by Interlink under clause 6.1(b) of the Interlink Interface Agreement in the verification of the Design Documentation (as defined in the Interlink Interface Agreement);

clause 11.2(c)(ii) Certify Construction Completion of the New M5 Interface Works;  
and

clause 11.3(a)(ii) Receive written comments provided by Interlink regarding issues that must be addressed before Construction Completion can be achieved and address those comments in certifying Construction Completion.

(b) all other the functions, obligations, duties and services which the Interlink Interface Agreement contemplates will be discharged by the New M5 Independent Certifier including providing various certificates required under the Interlink Interface Agreement; and

(c) without limiting sections 1.2(a) to 1.2(b), all other things and tasks not described in this deed or the Interlink Interface Agreement, if those things and tasks should have been reasonably anticipated by an experienced and competent professional provider of the Interlink Interface Agreement Services as being necessary for the performance of the Interlink Interface Agreement Services or that are otherwise capable of inference from this deed or the Interlink Interface Agreement.

## 2. **INITIAL CERTIFICATION AND MONITORING PLAN**

The Independent Certifier must provide the Services to no lesser effort, quality or standard than that detailed in Schedule 4 and the initial Certification and Monitoring Plan included as Attachment A to Schedule 4.

**SCHEDULE 2**

**Payment Schedule**

**1. PAYMENT CLAIM**

At the end of each month after the later of the date of the Project Deed and the date of this deed, the Independent Certifier must submit to the Project Trustee (copying RMS and the Asset Trustee) an account for payment on account of the Fee:

- (a) setting out the value of the Services performed in accordance with this deed during the relevant month;
- (b) calculated in accordance with this Payment Schedule; and
- (c) in such form and with such details and supporting documentation as the Project Trustee may reasonably require (which may include details of the time expended by the Independent Certifier in performing the Services).

**2. PAYMENT AND NOTIFICATION OF DISPUTED AMOUNTS**

- (a) The parties agree that the Project Trustee will pay █% of the Fee, including any adjustments calculated in accordance with paragraph 4 of this Payment Schedule.
- (b) Subject to paragraph 5 of this Payment Schedule the Project Trustee must, within 30 days after receipt of the account for the month (submitted in accordance with paragraph 1), pay the Independent Certifier any portion of the Fee attributable to the Services performed during the month which is not disputed. If the Project Trustee disagrees with an amount included in an account submitted by the Independent Certifier then, within 10 Business Days of receipt of the Independent Certifier's account, the Project Trustee must notify the Independent Certifier in writing of the reasons for any amount which is disputed (which must be copied to RMS and the Asset Trustee).
- (c) If the parties do not resolve the matter within 10 Business Days after the issue of the Project Trustee's written notice, RMS's Representative (acting reasonably and independently) must determine the dispute. Any determination by RMS's Representative in respect of the amount payable must be given effect to by the parties unless and until it is reversed or overturned in any subsequent court proceedings.

**3. THE FEE**

- (a) Subject to paragraph 3(b), the Fee consists of the lump sums set out in the table below.
- (b) █  
█ as part of the Services in accordance with this Schedule 2 as if those expenses form part of the Fee but only to the extent that the Independent Certifier has obtained the Asset Trustee's prior written consent to the incurring of such expenses.

<b>Fee for Services</b>	
<b>Fee for Services</b>	█
<b>Total Lump Sum for the Services</b>	█

4. **SCHEDULE OF RATES**

<b>Role</b>	<b>Nominated Personnel</b>	<b>Daily Rate (\$/Unit) (excluding GST)</b>
Independent Certifier's Project Director	██████████	██████
Independent Certifier's Representative	██████████	██████
Design Review Manager	██████████	██████
Deputy Design & Interface Manager	██████████	██████
Quality Management Reviewer	██████████	██████
Safety Reviewer	██████████	██████
Construction Surveillance Manager and Senior Tunnelling Engineer	██████████	██████
Deputy Construction Surveillance Manager	██████████	██████
Senior Tunnelling Engineer - Tunnelling Works Construction	██████████	██████
Project Engineer - Tunnelling Works Construction	██████████	██████
Geotechnical Engineer - Tunnelling Works Construction	██████████	██████
Geotechnical Engineer - Tunnelling Works Construction	██████████	██████
SO Tunnelling Works incl C&C	██████████	██████
SO Tunnelling Works incl C&C	██████████	██████
SO Tunnelling Works incl C&C	TBA	██████
SO Tunnelling Works incl C&C	TBA	██████



<b>Role</b>	<b>Nominated Personnel</b>	<b>Daily Rate (\$/Unit) (excluding GST)</b>
SO Tunnelling Works incl C&C	██████████	██████████
Project Engineer - Structural Works (St Peters Interchange)	██████████	██████████
Project Engineer - Civil Works (St Peters Interchange)	██████████	██████████
Geotechnical Engineer - St Peters Interchange Construction	██████████████████	██████████
Surveillance Officer - Structural Works (St Peters Interchange)	██████████	██████████
Surveillance Officer - Civil Works (St Peters Interchange)	██████████████	██████████
Project Engineer - Civil Works (Local Road Upgrades) - St Peters Interchange	██████████	██████████
Surveillance Officer - Structural Works (Local Road Upgrades) - St Peters Interchange	██████████	██████████
Surveillance Officer - Civil Works (Local Road Upgrades) - St Peters Interchange	██████████	██████████
Surveillance Officer - Landfill Design and Construction	██████████	██████████
Senior Engineer - East (Western Surface Works)	██████████	██████████
Project Engineer - Civil & Structural (Western Surface Works)	██████████	██████████
Surveillance Officer - Structural Works (Western Surface Works)	██████████	██████████

<b>Role</b>	<b>Nominated Personnel</b>	<b>Daily Rate (\$/Unit) (excluding GST)</b>
Surveillance Officer - Civil Works (Western Surface Works)	██████████	██████
Senior Engineer - Mechanical and Electrical (M&E) Works	██████████	██████
Project Engineer - Mechanical and Electrical (M&E) Works	██████████	██████
Surveillance Officer - M&E Works	██████████████████	██████
Surveillance Officer - M&E Works	TBA	██████
Technical Specialist - Tunnel Ventilation	██████████	██████
Technical Specialist - Operations Management and Control Systems (OMCS)	██████████	██████
Technical Specialist - Reliability Availability Maintainability and Safety (RAMS)	██████████	██████
Technical Specialist - Testing and Commissioning	██████████	██████
Technical Specialist - Contamination and Remediation Works	██████████	██████
Document Controller/Site Administrative Assistant	██████████████████	██████
Tunnel Reviewer	██████████	██████
Support Systems	██████████	██████
Geology Reviewer	██████████████████	██████
Geotechnical & Hydrogeology Reviewer	██████████	██████
Alignment & Road Safety Reviewer	██████████	██████
Pavement Reviewer	██████████	██████

<b>Role</b>	<b>Nominated Personnel</b>	<b>Daily Rate (\$/Unit) (excluding GST)</b>
Hydrology Reviewer	██████████	██████
Lines and Signs Reviewer	██████████	██████
Street Lighting, Utilities and Services	██████████	██████
Traffic Reviewer	██████████	██████
Environmental Reviewer	██████████	██████
Community & Planning Compliance Reviewer	██████████	██████
Groundwater Contamination Reviewer	██████████	██████
Stormwater Treatment Reviewer	██████████	██████
Contamination / Landfill Reviewer	██████████	██████
Noise and Vibration Reviewer	██████████	██████
M&E Lead, Ventilation, Utilities, Services and Fire and Life Safety Reviewer	██████████	██████
Hydraulic Systems Reviewer	██████████	██████
Electrical Systems Reviewer	██████████	██████
Durability and Materials Reviewer	██████████	██████
ITS, Voice, Data and Comms Network Reviewer	██████████	██████
Built Architecture BCA / DDA Assessor	██████████	██████
UD and Landscape Reviewer	██████████	██████
Senior Structural Reviewer	██████████	██████
Building Structures Reviewer	██████████	██████
Bridges and Misc Structures & Temporary Works Reviewer	██████████	██████



Month after date of the Project Deed	Payment (\$A excluding GST)
11.	████████
12.	████████
13.	████████
14.	████████
15.	████████
16.	████████
17.	████████
18.	████████
19.	████████
20.	████████
21.	████████
22.	████████
23.	████████
24.	████████
25.	████████
26.	████████
27.	████████
28.	████████
29.	████████
30.	████████
31.	████████
32.	████████
33.	████████
34.	████████
35.	████████
36.	████████
37.	████████
38.	████████

<b>Month after date of the Project Deed</b>	<b>Payment (\$A excluding GST)</b>
39.	████████
40.	████████
41.	████████
42.	████████
43.	████████
44.	████████
45.	████████
46.	████████
47.	████████
48.	████████
49.	████████
50.	████████
51.	████████
52.	████████
53.	████████
54.	████████
55.	████████
56-63	██████
64	████████
65-75	██████
76	████████
77-87	██████
88	████████
<b>Total (excl. GST)</b>	██████████

6. **GST**

All lump sums, rates and amounts in this Payment Schedule exclude GST.

### SCHEDULE 3

#### Minimum resources and surveillance levels

#### 1. MINIMUM RESOURCES COMMITMENT

The Independent Certifier acknowledges and agrees that the minimum levels of resources, including man-days, set out in this Schedule 3 are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Independent Certifier to perform the Services in accordance with this deed.

In this Schedule 3 , a reference to "days" excludes public holidays and includes only those days which are stated in the Overall D&C Program as working days.

#### 1.1 Design Phase Services

The Independent Certifier must provide at least the following Key Personnel to perform the Design Phase Services with the minimum days to be committed to the Works at each phase as set out below:

<b>Role</b>	<b>Nominated Individual</b>	<b>Minimum commitment (days)</b>
Independent Certifier's Representative	██████████	101
Independent Certifier's Project Director	██████████	9
Design Review Manager	██████████	333
Quality Management Reviewer	██████████	30
Safety Reviewer	██████████	15
Document Controller/Site Administrative Assistant	██████████	315
Tunnel Reviewer	██████████	230
Geology Reviewer	██████████	120
Geotechnical & Hydrogeology Reviewer	██████████	120
Deputy Design & Interface Manager	██████████	110
Alignment & Road Safety Reviewer	██████████	195
Pavement Reviewer	██████████	54
Hydrology Reviewer	██████████	48

<b>Role</b>	<b>Nominated Individual</b>	<b>Minimum commitment (days)</b>
Lines and Signs Reviewer	██████████	42
Street Lighting, Utilities and Services	██████████	45
Traffic Reviewer	██████████	48
M&E Lead, Ventilation, Utilities, Services and Fire and Life Safety Reviewer	██████████	153
Hydraulic Systems Reviewer	██████████	57
Electrical Systems Reviewer	██████████	54
Durability and Materials Reviewer	██████████	27
Technical Specialist - Testing and Commissioning	██████████	147
Technical Specialist - Reliability Availability Maintainability and Safety (RAMS)	██████████	147
ITS, Voice, Data and Comms Network Reviewer	██████████	150
Senior Structural Reviewer	██████████	272
Building Structures Reviewer	██████████	45
Bridges and Misc Structures & Temporary Works Reviewer	██████████	155
Built Architecture BCA / DDA Assessor	██████████	13
UD and Landscape Reviewer	██████████	27
Environmental Reviewer	██████████	15
Community & Planning Compliance Reviewer	██████████	15
Stormwater Treatment Reviewer	██████████	15
Groundwater Contamination Reviewer	██████████	96



<b>Role</b>	<b>Nominated Individual</b>	<b>Minimum commitment (days)</b>
Contamination / Landfill Reviewer	██████████	96
Noise and Vibration Reviewer	██████████	18
<b>Total number of days for the Design Phase Services</b>		<b>3,317</b>

## 1.2 Construction Phase Services

The Independent Certifier must provide the following Key Personnel, as a minimum, in the roles/positions for the durations and at the locations set out below, to perform the relevant aspects of the Construction Phase Services:

<b>Role</b>	<b>Nominated Individual</b>	<b>Minimum commitment (days)</b>
Independent Certifier's Representative	██████████	776
Independent Certifier's Project Director	██████████	37
Quality Management Reviewer	██████████	50
Safety Reviewer	██████████	45
Environmental Reviewer	██████████	45
Document Controller/Site Administrative Assistant	██████████	509
Construction Surveillance Manager and Senior Tunnelling Engineer	██████████	860
Deputy Construction Surveillance Manager	██████████	649
Geotechnical Engineer - Tunnelling Works Construction	██████████	540
Geotechnical Engineer - Tunnelling Works Construction	██████████	480
Senior Tunnelling Engineer - Tunnelling Works Construction	██████████	460

<b>Role</b>	<b>Nominated Individual</b>	<b>Minimum commitment (days)</b>
Project Engineer - Tunnelling Works Construction	██████████	400
SO Tunnelling Works incl C&C	██████████	420
SO Tunnelling Works incl C&C	██████████	300
SO Tunnelling Works incl C&C	██████████	260
SO Tunnelling Works incl C&C	SO TUN 4	480
SO Tunnelling Works incl C&C	SO TUN 5	480
Project Engineer - Civil & Structural (Western Surface Works)	██████████	780
Surveillance Officer - Structural Works (Western Surface Works)	██████████	700
Project Engineer - Structural Works (St Peters Interchange)	██████████	740
Geotechnical Engineer - St Peters Interchange Construction	██████████	320
Surveillance Officer - Structural Works (St Peters Interchange)	██████████	740
Surveillance Officer - Civil Works (St Peters Interchange)	██████████	740
Project Engineer - Civil Works (Local Road Upgrades) - St Peters Interchange	██████████	420
Surveillance Officer - Structural Works (Local Road Upgrades) - St Peters Interchange	██████████	660

<b>Role</b>	<b>Nominated Individual</b>	<b>Minimum commitment (days)</b>
Surveillance Officer - Civil Works (Local Road Upgrades) - St Peters Interchange	██████████	660
Surveillance Officer - Landfill Design and Construction	██████████	260
Technical Specialist - Contamination and Remediation Works	██████████	154
Senior Engineer - Mechanical and Electrical (M&E) Works	██████████	340
Project Engineer - Mechanical and Electrical (M&E) Works	██████████	360
Surveillance Officer - M&E Works	██████████████████	400
Surveillance Officer - M&E Works	██████████	360
Technical Specialist - Operations Management and Control Systems (OMCS)	██████████	240
Technical Specialist - Reliability Availability Maintainability and Safety (RAMS)	██████████	104
Technical Specialist - Tunnel Ventilation	██████████	120
Technical Specialist - Testing and Commissioning	██████████	80
<b>Total number of days for the Construction Phase Services</b>		<b>14,969</b>

Note: In the table above, full time means a minimum of 10 hours per day Monday to Friday and a minimum of 6 hours on Saturday.

### 1.3 Completion Phase Services

<b>Role</b>	<b>Nominated Individual</b>	<b>Minimum Commitment (Days)</b>
Independent Certifier's Representative	██████████	16
Quality Management Reviewer	██████████	15
Senior Engineer Completion	██████████	41
<b>Total number of days for the Completion Phase Services</b>		<b>72</b>

## 2. MINIMUM ABILITY, KNOWLEDGE, SKILL, EXPERTISE AND EXPERIENCE OF INDEPENDENT CERTIFIER'S PERSONNEL

### 2.1 Independent Certifier's project director

- (a) The Independent Certifier's project director must possess a recognised qualification relevant to the position and the Services and have extensive experience in the project certification of large projects similar to the Project, the Asset Trustee's Activities and the Project Trustee's Activities.
- (b) The Independent Certifier's project director must at all times have authority to act on behalf of the Independent Certifier in respect of the Services.

### 2.2 Independent Certifier's Representative for the Services

The Independent Certifier's Representative for the Services must possess a recognised qualification relevant to the position and the Services and have at least five years' experience in the construction certification of large projects similar to the Project and the Project Trustee's Activities and the Asset Trustee's Activities and at least 20 years' experience in construction including strong experience in infrastructure construction.

### 2.3 Design Manager

The Design Manager must possess a recognised qualification relevant to the position and the Services and have at least ten years' experience in the design certification of large projects similar to the Project and the Asset Trustee's Activities and the Project Trustee's Activities and at least 20 years' experience.

### 2.4 Deputy Design Manager and Interface Manager

The Deputy Design Manager and Interface Manager must possess a recognised qualification relevant to the position and the Services and have at least five years' experience in the design certification of large projects similar to the Project and the Asset Trustee's Activities and the Project Trustee's Activities and at least 15 years' experience.

### 2.5 Quality Management Reviewer

The Quality Management Reviewer must possess a recognised qualification relevant to the position and the Services and have at least 20 years' experience in infrastructure.

### 2.6 Safety Reviewer

The Safety Reviewer must possess a recognised qualification relevant to the position and the Services and have at least 15 years' experience in auditing of quality, environmental and WHS Management Systems as well as design and construction certification experience.

#### **2.7 Construction Surveillance Manager**

The Construction Surveillance Manager must possess a recognised qualification relevant to the position and the Services and have at least 20 years' experience in construction.

#### **2.8 Senior Tunnelling Engineer - Tunnelling Works Construction**

The Tunnelling Engineer - Tunnelling Works Construction must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Asset Trustee's Activities and Project Trustee's Activities and at least 15 years' experience in construction including strong experience in tunnelling construction.

#### **2.9 Senior Engineer - Mechanical and Electrical (M&E) Works**

The Senior Engineer - M&E Works must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in design and construction certification of large projects similar to the Project and the Asset Trustee's Activities and Project Trustee's Activities and at least 15 years' experience in design and construction including strong experience in tunnelling M&E works.

#### **2.10 Senior Engineer – Civil Roadworks**

The Senior Engineer – Civil Roadworks must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in design and construction certification of large projects similar to the Project and the Asset Trustee's Activities and Project Trustee's Activities and at least 15 years' experience in design and construction including strong experience in roads and civil infrastructure including Pavement, alignment and drainage design.

#### **2.11 Community & Planning Compliance Reviewer**

The Community & Planning Compliance Reviewer must possess a recognised qualification relevant to the position and the Services and have at least 15 years' experience in environmental assessments, environmental compliance and community management of infrastructure projects.

#### **2.12 Tunnel Reviewer**

The Tunnel Reviewer must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Asset Trustee's Activities and the Project Trustee's Activities and at least 15 years' experience in construction including strong experience in tunnel design review.

#### **2.13 Geotechnical & Hydrogeology Reviewer**

The Geotechnical & Hydrogeology Reviewer must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Asset Trustee's Activities and the Project Trustee's Activities and at least 15 years' experience in construction including strong experience in geotechnical review.

2.14 **Alignment & Road Safety Reviewer**

The Alignment Reviewer must have at least 20 years of experience in the roads infrastructure industry and at least five years in construction.

2.15 **Pavements Reviewer**

The Pavement Reviewer must have at least 20 years of experience in the roads infrastructure industry and at least 10 years in construction.

2.16 **Geotechnical Engineer - Tunnelling Works Construction**

The Geotechnical Engineer - Tunnelling Works Construction must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Asset Trustee's Activities and Project Trustee's Activities and at least 15 year' experience in construction including strong experience in tunnelling construction.

2.17 **Project Engineer - Tunnelling Works Construction**

The Project Engineer - Tunnelling Works Construction must possess a recognised qualification relevant to the position and the Services and have experience in the construction certification of large projects similar to the Project and the Asset Trustee's Activities and the Project Trustee's Activities and at least 10 years' experience in construction including strong experience in tunnelling construction.

2.18 **Project Engineer - Civil Works Construction**

The Project Engineer - Civil Works Construction must possess a recognised qualification relevant to the position and the Services and have experience in the construction certification of large projects similar to the Project and the Asset Trustee's Activities and the Project Trustee's Activities and at least 10 years of experience in civil construction including in traffic management and environmental management.

2.19 **Project Engineer - Structural Works Construction**

The Project Engineer - Structural Works Construction must possess a recognised qualification relevant to the position and the Services and have experience in the construction certification of large projects similar to the Project and the Asset Trustee's Activities and Project Trustee's Activities and at least 10 years of experience in the construction of structures including experience in structures construction.

2.20 **Project Engineer - Mechanical and Electrical (M&E Works)**

The Project Engineer - M&E Works must possess a recognised qualification relevant to the position and the Services and have experience in design and construction certification of large projects similar to the Project and the Asset Trustee's Activities and the Project Trustee's Activities and at least 10 years of experience in the design and construction of M&E systems for road tunnels.

2.21 **Surveillance Officer - Tunnelling Works Construction**

The Surveillance Officer - Tunnelling Works Construction must have at least 15 years of experience in the construction industry and at least 10 years in surveillance of construction, including tunnelling.

2.22 **Surveillance Officer - Civil Works Construction**

The Surveillance Officer - Civil Works Construction must have at least 15 years of experience in the civil engineering industry and at least 10 years in surveillance of roadworks, traffic management and environmental management.

**2.23 Surveillance Officer - Structural Works Construction**

The Surveillance Officer - Structural Works Construction must have at least 15 years of experience in the civil engineering construction industry and at least 10 years in surveillance of the construction of structures, including piling, concrete work, pre-casting, pre-stressing, steel fabrication and erection.

**2.24 Surveillance Officer - M&E Works**

The Surveillance Officer - M&E Works must have at least 15 years of experience in the M&E construction industry and at least 10 years in surveillance of the construction of M&E systems including tunnel ventilation, lighting, drainage and fire systems.

**2.25 Surveillance Officer – Landfill Design and Construction**

The Surveillance Officer – Landfill Design and Construction must have at least 5 years of experience in landfill design and construction, including leachate barrier systems, leachate collection, storage and treatment for disposal, storm water management (including erosion and sediment control), landfill gas management, amenity issues (including dust, odour, noise and fire control), final capping design and closure requirements and quality assurance requirements associated with construction on landfill sites.

**2.26 Technical Specialist - Tunnel Ventilation**

The Technical Specialist - Tunnel Ventilation must possess a recognised qualification relevant to the position and the Services and at least 20 years of experience in the design and construction of road tunnel ventilation systems.

**2.27 Technical Specialist - Operations Management and Control Systems (OMCS)**

The Technical Specialist - Operations Management and Control Systems must possess a recognised qualification relevant to the position and the Services and at least 20 years of experience in the design and construction of Operations Management and Control Systems.

**2.28 Technical Specialist - Reliability Availability Maintainability and Safety (RAMS)**

The Technical Specialist - Reliability Availability Maintainability and Safety must possess a recognised qualification relevant to the position and the Services and at least 20 years of experience in system engineering, maintenance and RAMS modelling.

**2.29 Technical Specialist - Testing and Commissioning**

The Technical Specialist - Testing and Commissioning must possess a recognised qualification relevant to the position and the Services and at least 15 years of experience in testing and commissioning road tunnels or similar complex infrastructure.

**2.30 Senior Structural Reviewer**

The Structures Reviewer must have at least 15 years of experience in the civil engineering industry and at least 10 years in bridge and viaduct design.

**2.31 Environmental Reviewer**

The Environmental Reviewer must possess a recognised qualification relevant to the position and the Services and have at least 10 years' experience in environmental assessments and environmental compliance of infrastructure projects.

**2.32 Street Lighting, Utilities and Services**

The Street Lighting, Utilities and Services must have at least ten years of experience in the roads infrastructure industry and five years of experience with certification.

**2.33 Traffic Reviewer**

The Traffic Reviewer must have at least 20 years of experience in the roads infrastructure industry with experience in traffic engineering, and development of road network designs.

**2.34 Durability and Materials Reviewer**

The Durability and Materials Reviewer must have at least 20 years of experience in materials including experience on roads and tunnel infrastructure projects.

**2.35 Structures Reviewer**

The Structures Reviewer must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and at least 20 years' experience in construction including strong experience in structural design review.

**2.36 Urban Design and Landscape Reviewer**

The Urban Design and Landscape Reviewer must have at least 20 years of experience in the urban design and landscape including road infrastructure projects.

**2.37 Stormwater Reviewer**

The Stormwater Reviewer must have at least 15 years' experience in construction including strong experience in stormwater review.

**2.38 Groundwater Contamination Reviewer**

The Groundwater Contamination Reviewer must have at least 10 years' experience in the infrastructure design and certification industry, including groundwater treatment.

**2.39 Hydrology Reviewer**

The Hydrology Reviewer must have at least 15 years' experience in the infrastructure design and certification industry including drainage design for major road projects.

**2.40 Geology Reviewer**

The Geology Reviewer must have at least 15 years' experience in the infrastructure design and certification industry including geology for major road projects.

**2.41 Noise and Vibration Reviewer**

The Noise and Vibration Reviewer must have at least 10 years of experience in design and construction including strong experience in noise and vibration review.

**2.42 Document Controller/Site Administrative Assistant**

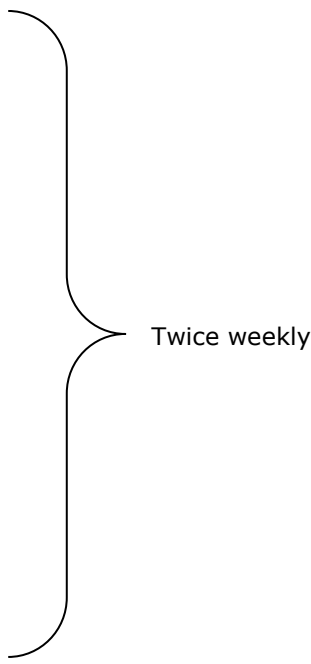


The Document Controller/Site Administrative Assistant must have experience in document control and site administration on major civil engineering projects.

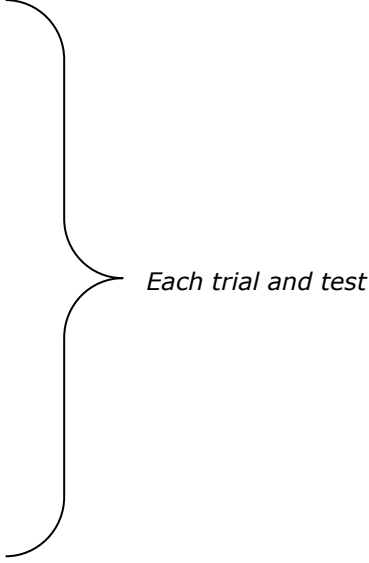
3. **MINIMUM SURVEILLANCE COMMITMENT**

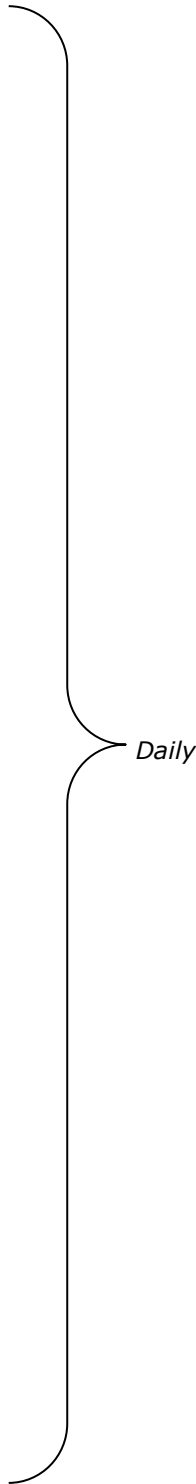
The Independent Certifier acknowledges and agrees that the minimum surveillance levels set out in this Schedule 3 are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Independent Certifier to perform the Services in accordance with this deed.

The Independent Certifier must carry out, as a minimum, the following surveillance activities at the frequencies set out below:

<b>Surveillance Activity</b>	<b>Frequency during the Asset Trustee's Activities</b>
<p>Environmental Observation</p> <ul style="list-style-type: none"> <li>• Observe the implementation of physical environmental controls, in accordance with the Construction Environmental Management Plan referred to in Schedule 28 of the Project Deed and sub-plans, including:               <ul style="list-style-type: none"> <li>• <i>noise and vibration;</i></li> <li>• <i>air quality;</i></li> <li>• <i>mud, dirt and debris on roadways;</i></li> <li>• <i>water quality;</i></li> <li>• <i>Contamination;</i></li> <li>• <i>property accesses;</i></li> <li>• <i>temporary pedestrian pathways and cycleways;</i></li> <li>• <i>working within the approved hours;</i></li> <li>• <i>spoil stockpiling and disposal;</i></li> <li>• <i>waste management and disposal;</i></li> <li>• <i>heritage management;</i></li> <li>• <i>landscape maintenance; and</i></li> <li>• <i>report to the Other Parties and the Environmental Representative.</i></li> </ul> </li> </ul>	 <p style="text-align: center;">Twice weekly</p>
<p><b>Traffic and Transport Surveillance</b></p> <ul style="list-style-type: none"> <li>• Monitor the traffic and transport management and control provisions for compliance with the relevant Project Plans, including:               <ul style="list-style-type: none"> <li>• <i>layouts for compliance with approved Traffic and Transport Management Plans and control plans, including sign maintenance and delineation;</i></li> <li>• <i>provisions for bicyclists, pedestrians,</i></li> </ul> </li> </ul>	<p>Daily</p> <p>Daily</p>

<b>Surveillance Activity</b>	<b>Frequency during the Asset Trustee's Activities</b>
<p><i>disabled persons, public transport passengers, public transport operators and road traffic;</i></p> <ul style="list-style-type: none"> <li>• <i>timing and duration of road occupancies;</i></li> <li>• <i>qualifications of traffic control personnel; and</i></li> <li>• <i>truck haulage routes off the Construction Site.</i></li> </ul>	<p style="text-align: center;">} Weekly</p>
<p><b>Work Health and Safety Observation</b></p> <ul style="list-style-type: none"> <li>• In conjunction with provision of the other Services, advise the Other Parties of issues that the Independent Certifier becomes aware of which may affect the safety of persons or property.</li> </ul>	<p><i>As required</i></p>
<p><b>Quality Management Surveillance</b></p> <ul style="list-style-type: none"> <li>• Inspect the Asset Trustee's Activities for compliance with the requirements of the Project Deed.</li> </ul>	<p><i>Twice weekly</i></p>
<ul style="list-style-type: none"> <li>• Inspect circumstances where significant non-conformances are or will be reported.</li> </ul>	<p><i>Each occurrence</i></p>
<ul style="list-style-type: none"> <li>• Check compliance with the Quality Plans, process control plans and work processes.</li> </ul>	<p><i>Each method statement</i></p>
<ul style="list-style-type: none"> <li>• Check implementation of inspection and test plans, including: <ul style="list-style-type: none"> <li>• <i>testing frequencies;</i></li> <li>• <i>test methods;</i></li> <li>• <i>test result verifications; and</i></li> <li>• <i>release of Hold Points.</i></li> </ul> </li> </ul>	<p style="text-align: center;">} Weekly</p> <p><i>All Hold Points</i></p>
<ul style="list-style-type: none"> <li>• Monitor the rectification of non-conforming product or work.</li> </ul>	<p><i>All rectifications</i></p>
<p><b>Construction Surveillance</b></p> <ul style="list-style-type: none"> <li>• Monitor the Asset Trustee's obligations to inform the local community of planned investigations and construction operations and changes that affect properties, residences and businesses;</li> </ul>	<p><i>Monthly</i></p>
<ul style="list-style-type: none"> <li>• Check that the Asset Trustee's Activities including in relation to the tunnel alignment, tunnel excavations, service facility shafts, cross passages, cross passages with sumps and construction</li> </ul>	<p><i>Weekly</i></p>

<b>Surveillance Activity</b>	<b>Frequency during the Asset Trustee's Activities</b>
work is within each relevant design tolerance;	
<ul style="list-style-type: none"> <li>• Check that the Project Works and Temporary Works are being constructed using Design Documentation in compliance with the Project Deed including clause 11.3(d) of the Project Deed.</li> </ul>	<i>Weekly</i>
<ul style="list-style-type: none"> <li>• Check that durability requirements of the Project Works are being addressed and applied;</li> </ul>	<i>Weekly</i>
<ul style="list-style-type: none"> <li>• Witness construction trials and commissioning tests, including: <ul style="list-style-type: none"> <li>• <i>use of any materials, plant and equipment that differs from accepted industry standards;</i></li> <li>• <i>concrete including in-situ concrete and precast elements;</i></li> <li>• <i>sprayed concrete;</i></li> <li>• <i>waterproofing systems;</i></li> <li>• <i>water collection, treatment and discharge systems;</i></li> <li>• <i>rock bolts/ground anchors;</i></li> <li>• <i>blasting;</i></li> <li>• <i>tunnel and cavern lighting and ventilation systems; and</i></li> <li>• <i>Utility Service diversions.</i></li> </ul> </li> </ul>	 <p><i>Each trial and test</i></p>
<ul style="list-style-type: none"> <li>• Record photographically and catalogue general and detailed work in progress.</li> </ul>	<i>20 digital photographs/day</i>

<ul style="list-style-type: none"> <li>• Witness the construction of the Project Works and Temporary Works including: <ul style="list-style-type: none"> <li>• <i>tunnel excavation;</i></li> <li>• <i>cross passages;</i></li> <li>• <i>nozzle enlargements;</i></li> <li>• <i>bridges and structures;</i></li> <li>• <i>ground support and treatment;</i></li> <li>• <i>waterproofing;</i></li> <li>• <i>permanent structural concrete linings;</i></li> <li>• <i>tunnel portal, headwalls and wing walls;</i></li> <li>• <i>dive structures;</i></li> <li>• <i>slope protection and retaining structures;</i></li> <li>• <i>flood protection including sump and drainage systems;</i></li> <li>• <i>crossover cavern;</i></li> <li>• <i>structural connections;</i></li> <li>• <i>groundwater collection, treatment and drainage systems;</i></li> <li>• <i>shaft excavation;</i></li> <li>• <i>concrete blinding layer;</i></li> <li>• <i>soil and rock bolts and anchors;</i></li> <li>• <i>niches and enlargements excavation;</i></li> <li>• <i>earthing and electrolysis protection, including earthing and bonding of reinforcement and monitoring points;</i></li> <li>• <i>mechanical and electrical works;</i></li> <li>• <i>haulage roads;</i></li> <li>• <i>provisions to access, secure, support and hand over the Third Party Works;</i></li> <li>• <i>Utility Service diversions; and</i></li> <li>• <i>adjustments to or demolition of existing infrastructure and buildings.</i></li> </ul> </li> </ul>	 <p style="text-align: center;">Daily</p>
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<p><b>Quality Product Surveillance Monitoring</b></p> <ul style="list-style-type: none"> <li>• Monitor structure foundation and subgrade preparation and treatments;</li> <li>• Monitor compaction of earthworks and spoil;</li> <li>• Monitor manufacture of off-site pretensioned precast super t girders; and</li> <li>• Monitor manufacture of off-site precast units (not super t girders).</li> </ul>	<p><i>Initial preparation and treatment</i></p> <p><i>Weekly</i></p> <p><i>Daily</i></p> <p><i>Weekly</i></p>
<ul style="list-style-type: none"> <li>• Monitor: <ul style="list-style-type: none"> <li>• preparation and testing of grout test specimens; and</li> <li>• bolt anchorage testing of rock bolts</li> <li>• Monitor preparation of sprayed concrete test specimens;</li> <li>• Monitor concrete supply, including: <ul style="list-style-type: none"> <li>• audits of each batch plant;</li> <li>• reviews of grout, mortar, concrete, precast concrete and sprayed concrete mix designs (including off-site work); and</li> <li>• monitoring of supplied mixes compared with mix designs.</li> </ul> </li> </ul> </li> </ul>	<p><i>Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter.</i></p> <p><i>Monthly</i></p> <p><i>Weekly</i></p> <p><i>Each mix</i></p> <p><i>Weekly</i></p>
<ul style="list-style-type: none"> <li>• Monitor concreting and associated works including: <ul style="list-style-type: none"> <li>• <i>preparation;</i></li> <li>• <i>formwork;</i></li> <li>• <i>bracing;</i></li> <li>• <i>reinforcement;</i></li> <li>• <i>placing;</i></li> <li>• <i>stressing;</i></li> <li>• <i>finishing;</i></li> <li>• <i>curing; and</i></li> <li>• <i>stripping formwork.</i></li> </ul> </li> <li>• Sprayed concrete, including: <ul style="list-style-type: none"> <li>• <i>Batching and mixing</i></li> <li>• <i>Application</i></li> <li>• <i>Depth control</i></li> <li>• <i>Curing</i></li> <li>• <i>Production tests</i></li> </ul> </li> <li>• Monitor steel fabrication, including:</li> </ul>	<p><i>Initial activity and twice weekly thereafter</i></p> <p><i>Each procedure</i></p> <p><i>Twice weekly</i></p> <p><i>Twice weekly</i></p> <p><i>Monthly</i></p> <p><i>Daily</i></p>

<ul style="list-style-type: none"> <li>• <i>reviews of welding procedures; and</i></li> <li>• <i>monitoring of the fabrication and welding processes for major members (off-site).</i></li> </ul>	<p><i>Each procedure</i></p> <p><i>Twice weekly</i></p>
<ul style="list-style-type: none"> <li>• Monitor protective treatment systems (off-site).</li> </ul>	<p><i>Twice weekly</i></p>
<ul style="list-style-type: none"> <li>• Monitor ground movement equipment monitors including: <ul style="list-style-type: none"> <li>• <i>audits of equipment; and</i></li> <li>• <i>review of results.</i></li> </ul> </li> </ul>	<p><i>Monthly</i></p> <p><i>Daily</i></p>

## **SCHEDULE 4**

### **Requirements of Certification and Monitoring Plan**

The Certification and Monitoring Plan must, as a minimum, address and detail:

- (a) the detailed schedule of functions, obligations, duties and services which the Project Documents contemplate will be discharged by the Independent Certifier;
- (b) the management team structures, positions, nominated personnel and subcontractors to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel, Technical Specialists and subcontractors;
- (c) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;
- (d) the Independent Certifier's internal and external lines of authority, communication and reporting, including those with the Other Parties;
- (e) the identification of delegated authorities of the Independent Certifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Independent Certifier;
- (f) all compliance records to be maintained;
- (g) the proposed timing of progressive performance of discrete elements of the Services including the timing for conducting reviews, audits of Project Plans and other aspects of the Asset Trustee's Activities;
- (h) Hold Points and Witness Point requirements, in the form of a schedule, including the identification of all Witness Points and Hold Points required by the Independent Certifier;
- (i) the Independent Certifier's comprehensive plans for:
  - (i) continual observation, monitoring, auditing, reviewing, assessment and testing of the Asset Trustee's Activities and the Project Trustee's Activities;
  - (ii) without limiting sub-paragraph (i), observation, monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Project Works to determine, verify and ensure Asset Trustee compliance with the requirements of the Project Deed;
  - (iii) audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey; and
  - (iv) off-site surveillance of critical activities, including precasting yards, concrete production plants and steel fabrication.
- (j) the Independent Certifier's strategies, processes, methodologies and procedures for:
  - (i) reviewing the Project Plans;
  - (ii) addressing environmental monitoring and protection;
  - (iii) audit, surveillance and monitoring of the Asset Trustee's design and construction activities, including the processes used for determining the levels and scope of surveillance of activities;

- (iv) subject to this deed, identifying and managing the Services to be subcontracted, including quality, reporting and communication aspects of the Services;
  - (v) ensuring that the Asset Trustee has addressed all issues of review, comment and consultation with RMS in respect of the Design Documentation and the Asset Trustee's Activities; and
  - (vi) risk management of the work covered by sub-paragraphs (ii), (iii) and (iv) above;
- (k) the Independent Certifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied whereby each of the following requirements will be achieved and satisfied:
- (i) certification of the Design Documentation;
  - (ii) certification of the construction of the Project Works including constructability and durability issues;
  - (iii) certification of Opening Completion and Completion;
  - (iv) certification of the SPI Interface Works
  - (v) certification of the rectification by the Asset Trustee of non-conformances and Defects (if required); and
  - (vi) determination of any matters required by the Project Documents;
- (l) the Independent Certifier's proposed standards including:
- (i) committed surveillance activities; and
  - (ii) committed surveillance resources; and
- (m) the basis of the initial Certification Monitoring Plan in terms of the assumptions relating to the Asset Trustee's Activities including:
- (i) number of design lots developed; and
  - (ii) program durations.



**Attachment A**  
**Initial Certification and Monitoring Plan**

## SCHEDULE 5

### Subcontractors and Technical Specialists

<b>Name of subcontractor</b>	<b>Part of the Services/Technical Speciality</b>
SMEC Australia Pty Limited	Design Services
APP Corporation Pty Ltd	Design and Construction Surveillance Services

## **SCHEDULE 6**

### **Commercially Sensitive Information**

Commercially Sensitive Information is limited to:

1. the Fee; and
2. the terms and amounts of payment set out in the Payment Schedule.

## SCHEDULE 7

### Interlink Deed Poll

#### Independent Certifier Deed Poll

This deed poll (**Deed Poll**) made the                      day of                      2015

**By:**                      **Arcadis Australia Pacific Pty Ltd** (ACN 104 485 289) of Level 5, 141 Walker Street North Sydney NSW 2060 (**Independent Certifier**),

**in favour of:** **Interlink Roads Pty Ltd** (ABN 53 003 845 430) of Toll Plaza, M5 South Western Motorway, Hammondville NSW 2170 (PO Box 700, Moorebank NSW 1875) (**the Beneficiary**).

#### Recitals

- A        RMS, the Project Trustee and the Asset Trustee are parties to the Project Deed.
- B        WestConnex Delivery Authority (**WDA**) was a public subsidiary corporation constituted by Part 4A of the *Transport Administration (General) Regulation 2013* (NSW). WDA has now been dissolved and its functions, obligations and rights have been assumed by RMS.
- C        RMS, the Project Trustee and the Asset Trustee have engaged the Independent Certifier to, amongst other things, perform Services in relation to those parts of the New M5 Main Works works which interface with the M5 South West Motorway (**New M5 Interface Works**).
- D        On 16 July 2015, RMS, WDA and Interlink entered into an interface deed in respect of, amongst other things, the New M5 Interface Works (**Interlink Interface Agreement**).
- E        The Beneficiary is relying on the Independent Certifier to perform those parts of the Services which are referable to the Interlink Interface Agreement in accordance with the Deed of Appointment of Independent Certifier.
- F        The Beneficiary will suffer loss if the Independent Certifier does not perform those parts of the Services which are referable to the Interlink Interface Agreement in accordance with the Deed of Appointment of Independent Certifier.
- G        It is a condition of the Deed of Appointment of Independent Certifier that the Independent Certifier executes this Deed Poll.

**This Deed Poll witnesses that the Independent Certifier hereby covenants, warrants and agrees** with and for the benefit of the Beneficiary as follows:

- 1        It has received a copy of the Interlink Interface Agreement and it has read, and is familiar with, the terms of the Interlink Interface Agreement to the extent it relates to the Services.
- 2        It will comply with its obligations under the Deed of Appointment of Independent Certifier which relate to the Interlink Interface Agreement and acknowledges that its obligations extend to and include the obligations, functions, duties and services of the New M5 Independent Certifier (as that term is defined in the Interlink Interface Agreement) in the Interlink Interface Agreement.
- 3        The Beneficiary may rely on the performance of the Independents Certifier's obligations under the Deed of Appointment of Independent Certifier and on any certificate or other document signed or given by the Independent Certifier under or pursuant to the Deed of Appointment of Independent Certifier which relates to the Interlink Interface Agreement.
- 4        Each representation and warranty made by the Independent Certifier under the Deed of Appointment of Independent Certifier which may apply in respect of the New M5 Interface Works is represented and warranted by the Independent Certifier in favour of the

- Beneficiary at the same time as it is given under the Deed of Appointment of Independent Certifier.
- 5 The aggregate of the Independent Certifier's liability to the Beneficiary under this Deed Poll and the Independent Certifier's liability to RMS under the Deed of Appointment of Independent Certifier:
- (a) will not exceed the liability which the Independent Certifier would have had under the Deed of Appointment of Independent Certifier if the Deed of Appointment of Independent Certifier had named, as RMS, the Beneficiary and RMS jointly and severally; and
  - (b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Deed of Appointment of Independent Certifier.
- 6 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Independent Certifier is to be construed as doing so only to the extent permitted by law.
- 7 The Beneficiary may assign or charge the benefits and rights accrued under this Deed Poll.
- 8 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
- 9 The Independent Certifier hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 10 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiary.
- 11 Where terms used in this Deed Poll are defined in the Deed of Appointment of Independent Certifier, those terms have the meaning given to them in the Deed of Appointment of Independent Certifier.
- 12 Deed of Appointment of Independent Certifier means the deed to be entered into between the Principal, the Contractor and the Independent Certifier on or after the date of this Deed Poll.

**Executed** as a deed poll.

**SIGNED SEALED AND DELIVERED** for and on behalf of **ARCADIS AUSTRALIA PACIFIC PTY LTD** (ACN 104 485 289) by its Attorneys under a Power of Attorney dated 11 March 2015 (and the Attorneys declare that the Attorneys have not received any notice of the revocation of such Power of Attorney) in the presence of:

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Name of Witness in full

## SCHEDULE 8

### Form of Independent Certifier Deed Poll

This deed poll (*Deed Poll*) MADE THE DAY OF 2015

**By:** **Arcadis Australia Pacific Pty Ltd** (ACN 104 485 289) of Level 5, 141 Walker Street North Sydney, NSW 2060 (*Independent Certifier*),

**in favour of:**

**Roads and Maritime Services** (ABN 76 236 371 088) of 101 Miller Street, North Sydney, NSW 2060 (**RMS**);

**WCX M5 AT Pty Ltd** (ACN608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 101 Miller Street North Sydney, NSW 2060 (the **Asset Trustee**);

**WCX M5 PT Pty Ltd** (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) of Level 18, 101 Miller Street North Sydney, NSW 2060 (the **Project Trustee**); and

**RailCorp** being the agency of Transport for NSW by that name,

(together the **Beneficiaries**).

#### Recitals

- A RMS is responsible for the road network in Sydney.
- B RMS, the Asset Trustee and the Project Trustee have engaged the Independent Certifier to perform services in relation to the Project (the **Services**).
- C RMS, the Asset Trustee and the Project Trustee are parties to a deed entitled "WestConnex M5 Project Deed" dated on or about the date of this Deed Poll (the **Project Deed**).
- D The Beneficiaries are relying on the Independent Certifier to perform Services in accordance with the Independent Certifier Deed.
- E The Beneficiaries will suffer loss if the Independent Certifier does not perform Services in accordance with the Independent Certifier Deed.
- F It is a condition of the Independent Certifier Deed that the Independent Certifier executes this Deed Poll.

This Deed Poll witnesses that the Independent Certifier hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

- 1 It will comply with its obligations under the Independent Certifier Deed.
- 2 The aggregate of the Independent Certifier's liability to the Beneficiaries under this Deed Poll and the Independent Certifier's liability to RMS under the Independent Certifier Deed:
  - (a) will not exceed the liability which the Independent Certifier would have had under the Independent Certifier Deed if the Independent Certifier Deed had named, as RMS, the Beneficiaries and RMS jointly and severally;
  - (b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Independent Certifier Deed.

- 3 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Independent Certifier is to be construed as doing so only to the extent permitted by law.
- 4 **Beneficiaries**
- (a) RMS or the Asset Trustee may at any time give notice to the Independent Certifier that another entity is to become an additional Beneficiary under this Deed Poll. RMS or the Asset Trustee may give multiple notices under this clause. The Independent Certifier agrees that on and from the date of RMS' or the Asset Trustee's notice, the entity identified by RMS or the Asset Trustee will be a Beneficiary under this Deed Poll.
- (b) If for any reason a Beneficiary is unable to enforce against the Independent Certifier its promises under this Deed Poll, the Independent Certifier agrees that RMS may do so on behalf of any and all Beneficiaries.
- 5 The Beneficiaries may assign or charge the benefits and rights accrued under this Deed Poll.
- 6 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
- 7 The Independent Certifier hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 8 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
- 9 Where terms used in this Deed Poll are defined in the Project Deed, those terms have the meaning given to them in the Project Deed.



**Executed** as a Deed Poll.

**SIGNED SEALED AND DELIVERED** for and on behalf of **ARCADIS AUSTRALIA PACIFIC PTY LTD** (ACN 104 485 289) by its Attorneys under a Power of Attorney dated 11 March 2015 (and the Attorneys declare that the Attorneys have not received any notice of the revocation of such Power of Attorney) in the presence of:

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Name of Witness in full

## SCHEDULE 9

### Form of Deed of Novation

This Deed is made on

2015

#### Parties

[**Name of Novatee**] [ABN/ACN of Novatee] incorporated in [\*] of [Address of Novatee] (the **Novatee**).

**Roads and Maritime Services** (ABN 76 236 371 088) (**RMS**).

**WCX M5 PT Pty Ltd** (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) of Level 18, 101 Miller Street, North Sydney, NSW 2060 (the **Project Trustee**).

**WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 101 Miller Street, North Sydney, NSW 2060 (the **Asset Trustee**).

**Arcadis Australia Pacific Pty Ltd** (ACN 104 485 289) of Level 5, 141 Walker Street, North Sydney, NSW 2060 (the **Independent Certifier**).

#### Recitals

- A RMS, Asset Trustee and the Project Trustee are parties to a deed entitled "WestConnex M5 Project Deed" dated [insert date] between RMS, the Asset Trustee and the Project Trustee (the **Project Deed**).
- B RMS, the Asset Trustee, the Project Trustee and the Independent Certifier are parties to a deed entitled "M5 Project Independent Certifier Deed" dated [insert date] (the **Deed of Appointment**).
- C RMS wishes to exercise its right to novate its interests, rights and obligations under the Deed of Appointment, pursuant to clause 13.12(b) of the Deed of Appointment.
- D The parties to this Deed have agreed to novate the Deed of Appointment on the terms of this Deed.

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause is a reference to a clause of this Deed.
- (f) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules, and annexures to that agreement or document.

- (g) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (i) Except as otherwise defined in this Deed, terms used in this Deed that are defined in the D&C Deed have the same meanings in this Deed.
- (j) The word "include" in any form is not a word of limitation.

## **2 Novation**

### **2.1 Novation**

The parties agree to novate the Deed of Appointment, such that on and from the date of execution of this Deed (the **Effective Date**):

- (a) the Novatee is substituted for RMS under the Deed of Appointment as if the Novatee had originally been a party to the Deed of Appointment instead of RMS; and
- (b) each reference in the Deed of Appointment to RMS is to be read as if it were a reference to the Novatee.

### **2.2 Assumption of rights and obligations**

On and from the Effective Date:

- (a) the Novatee:
  - (i) will be bound by, and must comply with, the Deed of Appointment as it relates to RMS;
  - (ii) will enjoy all the rights and benefits conferred RMS under or in respect of the Deed of Appointment (whether arising before or after the Effective Date); and
  - (iii) will assume all the obligations and liabilities of RMS under or in respect of the Deed of Appointment arising or accruing on or after the Effective Date (but will not assume any obligation or liability of RMS under or in respect of the Deed of Appointment arising or accruing before the Effective Date); and
- (b) the Asset Trustee, the Project Trustee and the Independent Certifier will comply with the Deed of Appointment on the basis that the Novatee has replaced RMS under it in accordance with the terms of this Deed.

## **3 Release**

### **3.1 Release by Asset Trustee, Project Trustee and Independent Certifier**

The Asset Trustee, the Project Trustee and the Independent Certifier each release RMS from:

- (a) its obligations and liabilities under or in respect of the Deed of Appointment; and
- (b) all claims, actions, demands, proceedings and liability that the Asset Trustee, the Project Trustee or the Independent Certifier may have or claim to have, or but for this release might have had, against RMS in connection with the Deed of Appointment,

arising on or after the Effective Date.

### **3.2 No release by the Asset Trustee, the Project Trustee and Independent Certifier**

- (a) Neither the Asset Trustee, the Project Trustee nor the Independent Certifier releases RMS from:
- (i) any of its obligations or liabilities under or in respect of the Deed of Appointment; or
  - (ii) any claims, actions, demands, proceedings or liability that the Asset Trustee, the Project Trustee or the Independent Certifier may have or claim to have, or but for this release might have had, against RMS in connection with the Deed of Appointment,
- accruing or arising before the Effective Date.
- (b) RMS remains liable to the Asset Trustee or the Project Trustee for all its obligations and liabilities under the Deed of Appointment accruing or arising before the Effective Date.
- (c) The Asset Trustee, the Project Trustee and the Independent Certifier each release RMS from any obligations or liability arising under or in respect of the Deed of Appointment on or after the Effective Date.

## **4 Indemnity**

### **4.1 Indemnity by RMS**

RMS indemnifies the Novatee against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Novatee by the Asset Trustee, the Project Trustee, the Independent Certifier or any other person in connection with any matter relating to, or any act or omission of RMS with respect to, the Deed of Appointment before the Effective Date.

### **4.2 Indemnity by Novatee**

The Novatee indemnifies RMS against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against RMS by the Asset Trustee, the Project Trustee, the Independent Certifier or any other person in connection with any matter relating to, or any act or omission of the Novatee with respect to, the Deed of Appointment on or after the Effective Date.

## **5 Insurance**

The Independent Certifier will:

- (a) take all steps necessary to ensure that the Novatee will enjoy all of the rights, benefits and entitlements on and from the Effective Date that RMS enjoyed prior to the Effective Date under the policies of insurance that are required to be taken out pursuant to clause 8.3 of the Deed of Appointment; and
- (b) if the Novatee is unable to enjoy all of the rights, benefits and entitlements that RMS enjoyed under those policies of insurance, take out replacement policies of insurance with effect on and from the Effective Date that will provide such rights, benefits and entitlements to the Novatee and will otherwise comply with the requirements of clause 8.3 of the Deed of Appointment in all respects.

## **6 Notices under the Deed of Appointment**

For the purposes of all provisions in the Deed of Appointment regarding service of notices, the address for the Novatee is the address set out at the start of this Deed.

## **7 Representations and Warranties**

- (a) Each party represents and warrants to each other party that:
- (i) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the party;
  - (ii) it has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed; and
  - (iii) this Deed constitutes a legal, valid and binding obligation of the party enforceable in accordance with its terms by appropriate legal remedy.
- (b) Each of the Asset Trustee, the Project Trustee, the Independent Certifier and RMS represents and warrants to the Novatee that, as at the Effective Date, neither the Asset Trustee, the Project Trustee, the Independent Certifier nor RMS is in default under any provision of the Deed of Appointment.

## **8 Delivery of Documents**

RMS will deliver to the Novatee on request a copy of all documents in its possession, custody or control connected with or evidencing its rights under the Deed of Appointment.

## **9 Further Assurances**

At the reasonable request of another party, each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

## **10 Assignment**

A party cannot assign, charge, encumber or otherwise deal with any of its rights or obligations under this Deed, or attempt or purport to do so, without the prior written consent of each other party, which may not be unreasonably withheld.

## **11 Amendment**

This Deed may be amended only by another deed executed by all the parties.

## **12 Costs and Duty**

RMS must bear the costs arising out of the negotiation, preparation and execution of this Deed. All duty (including stamp duty and any fines, penalties and interest) payable on or in connection with this Deed and any instrument executed under or any transaction evidenced by this Deed must be borne by the Novatee.

## **13 Governing Law and Jurisdiction**

This Deed is governed by the laws of New South Wales. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

## **14 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed and delivered as a deed.

The Seal of Roads and Maritime Services was affixed to this document in the presence of the Chief Executive or member of staff authorised in that behalf by the Chief Executive pursuant to section 109 of the *Transport Administration Act 1988* (NSW):

\_\_\_\_\_  
Signatory Name

**Executed by WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed by WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**SIGNED SEALED AND DELIVERED** for and on behalf of **ARCADIS AUSTRALIA PACIFIC PTY LTD** (ACN 104 485 289) under a Power of Attorney dated 11 March 2015 (and the Attorneys declare that the Attorneys have not received any notice of the revocation of such Power of Attorney) in the presence of:

---

Signature of Attorney

---

Signature of Attorney

---

Name of Attorney

---

Name of Attorney

---

Signature of witness

---

Signature of witness

---

Name of witness

---

Name of witness

**Executed** by [the **Novatee**] in accordance with section 127 of the *Corporations Act 2001* (Cth):

---

Director Signature

---

Director/Secretary Signature

---

Print Name

---

Print Name

## SCHEDULE 11

### Deed of Engagement of Principal Contractor

(Clause 9.7)

#### DATE

**PARTIES**      **Roads and Maritime Services** ABN 76 236 371 088 (**RMS**)

**WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (the **Asset Trustee**)

**The Leighton Dragados Samsung Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Dragados Australia Pty Ltd (ABN 20 151 632 665) of Suite 206, Level 20, Gold Fields House, 1 Alfred Street, Sydney, NSW 2000, and Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (Registration Number 110111-0015762) of 67 Sejong-daero (Taepyungro 2-ga), Jung-gu, Seoul, Korea (the **Contractor**)

#### RECITALS

- A.      RMS, the Project Trustee and the Asset Trustee have entered into a deed entitled "WestConnex M5 Project Deed" (**Project Deed**) under which, amongst other things:
- (a)      the Asset Trustee carries out the investigation, financing, funding, planning, design and construction of the Project Works and the Temporary Works;
  - (b)      the Project Trustee carries out the ownership, operation, maintenance and repair of the Motorway;
  - (c)      the Project Trustee carries out the handover of the Motorway to RMS at the end of the Term; and
  - (d)      the Project Trustee carries out the levying and collection of tolls.
- B.      In order to carry out certain of its obligations under the Project Deed, the Asset Trustee has entered into a contract (**Contract**) with the Contractor pursuant to which the Contractor will design and construct the Project Works (as defined in the Contract).
- C.      RMS has agreed to engage Leighton Contractors Pty Ltd as the principal contractor under clause 293 of the WHS Regulation for the Construction Project(s) the subject of the Contract.
- D.      Leighton Contractors Pty Ltd has agreed to carry out the obligations of a principal contractor under the WHS Regulation for all Construction Project(s) the subject of the Contract.
- E.      The parties have agreed to enter into this deed to give effect to the engagement of Leighton Contractors Pty Ltd as the principal contractor as set out in this deed.

#### THE PARTIES AGREE AS FOLLOWS:

##### 1.      **DEFINITIONS**

The following definitions apply in this document.

**Construction Project** has the same meaning as in the WHS Regulation.



**Construction Work** has the same meaning as in the WHS Regulation.

**Contract** means the contract between the Asset Trustee and the Contractor titled "WestConnex New M5 Main Works Design and Construction Deed" dated on or about the date of this deed.

**Date of Opening Completion** has the same meaning as in the Contract.

**Independent Certifier** has the same meaning as in the Contract.

**Project Deed** means the contract between RMS, the Project Trustee and the Asset Trustee dated on or about the date of this deed.

**Project Works** has the same meaning as in the Contract.

**Third Party Works** has the same meaning as in the Contract.

**WHS Act** means *Work Health and Safety Act 2011* (NSW).

**WHS Regulation** means the *Work Health and Safety Regulation 2011* (NSW).

**Workplace** has the same meaning as in the *Work Health and Safety Act 2011* (NSW).

Capitalised terms not otherwise defined in this deed have the same meaning as those terms in connection with the New M5 Main Works in the Project Deed.

## 2. **PRINCIPAL CONTRACTOR ENGAGEMENT**

### 2.1 **Engagement of principal contractor under WHS Regulation**

- (a) For the purposes of Chapter 6 of the WHS Regulation RMS:
  - (i) engages Leighton Contractors Pty Ltd as the principal contractor under clause 293 of the WHS Regulation for the Construction Project(s) to be carried out under the Contract and Project Deed, and Leighton Contractors Pty Ltd accepts such engagement; and
  - (ii) authorises Leighton Contractors Pty Ltd to have management or control of each Workplace at which the Construction Work the subject of the Contract and Project Deed is to be carried out, and to discharge the duties of a principal contractor under Chapter 6 of the WHS Regulation.
- (b) Leighton Contractors Pty Ltd must carry out, and ensure compliance with, its obligations as principal contractor under the WHS Regulation in respect of the engagement referred to in clause 2.1(a). If Leighton Contractors Pty Ltd fails to comply with any of its obligations in clause 2.1(a), RMS may either itself carry out Leighton Contractors Pty Ltd's obligations or have Leighton Contractors Pty Ltd's obligations carried out by the Asset Trustee or by others, and the cost incurred by RMS in carrying out such obligations or having others carry out such obligations will be a debt due from the Contractor to RMS.
- (c) If the engagement of Leighton Contractors Pty Ltd as principal contractor under this clause 2.1 is not effective for any reason or is not effective in respect of the whole of the New M5 Main Works, or if this deed is terminated for any reason before the New M5 Main Works are complete, RMS will engage the Asset Trustee as principal contractor in accordance with clause 9.7 of the Project Deed and will authorise the Asset Trustee to have management and control of each workplace at which the New M5 Main Works are to be carried out and to discharge the duties of a principal contractor under WHS legislation. If the engagement of Leighton

Contractors Pty Ltd as principal contractor under this clause 2.1 is not effective for any reason or is not effective in respect of the whole of the New M5 Main Works, or if this deed is terminated for any reason before the New M5 Main Works is complete, the Asset Trustee agrees to discharge the duties imposed on a principal contractor under WHS legislation.

- (d) Leighton Contractors Pty Ltd's engagement and authorisation as principal contractor will continue:
  - (i) subject to clause 2.1(d)(ii), until the earlier of:
    - (A) the termination of this deed or the Contract;
    - (B) the Date of Opening Completion;
    - (C) in respect of each discrete part of the Third Party Works, the point in time when the relevant discrete part of the Third Party Works has been determined by the Independent Certifier to have been completed in accordance with clause 17.3, 17.4 or 17.5 of the Contract (as applicable);
    - (D) in respect of the SPI Interface Works, the Date of SPI Interface Works Completion; and
    - (E) in respect of the areas specified in the Site Access Schedule, the termination or expiry of the rights referred to in clause 11.1(a) of the Contract,  
  
(unless sooner revoked by RMS); and
  - (ii) in respect of any work the subject of clause 26.1(d) of the Contract or any defect rectification work carried out after the Date of Opening Completion that is Construction Work, during the period any such work is carried out.
- (e) The Asset Trustee warrants that the Construction Work to be carried out under the Contract and the works to be undertaken by the Tolling Equipment Works Contractor encompasses all Construction Work that the Asset Trustee must carry out under the Project Deed (other than O&M Work) in connection with the New M5 Main Works.
- (f) The Contractor warrants that the Construction Work to be carried out under the Contract and the works to be undertaken by the Tolling Equipment Works Contractor encompasses all Construction Work that the Contractor (as defined in the Contract) must carry out under the Contract.

## 2.2 **RMS and Asset Trustee not liable**

The Contractor acknowledges and agrees that neither RMS nor the Asset Trustee will be liable to the Contractor for any damage, expense, loss or liability suffered or incurred by the Contractor arising out of or in connection with the engagement of Leighton Contractors Pty Ltd as principal contractor, the performance by Leighton Contractors Pty Ltd of its obligations as principal contractor under the WHS Regulation or any breach thereof.

## 2.3 **Indemnity**

- (a) To the full extent permitted by law, the Asset Trustee and the Contractor jointly and severally indemnify RMS against any damage, expense, loss or liability

suffered or incurred by RMS arising out of or in connection with a breach by Leighton Contractors Pty Ltd or the Contractor of clauses 2.1, 2.4 or 2.5.

- (b) Subject to clause 2.3(c), the indemnity in clause 2.3(a) survives termination, completion or expiration of this deed.
- (c) Despite anything to the contrary in this deed, the Asset Trustee (and RMS, where an indemnity to it applies) will have no right to make a demand on any indemnity in this deed, or otherwise bring an action or Claim that arises from or in connection with this deed, after 12 years after the last day of the last of the Defects Correction Periods to expire.

#### 2.4 **Manage risks**

Without limiting the Contractor's obligations elsewhere under the Contract or this deed, Leighton Contractors Pty Ltd must, so far as is reasonably practicable:

- (a) manage risks associated with the carrying out of the Construction Project(s) the subject of the Contract; and
- (b) ensure that all Workplaces are secured from unauthorised access, and in doing so, have regard to all relevant matters including risks to health and safety arising from unauthorised access to the Workplace, the likelihood of unauthorised access occurring and to the extent that unauthorised access to the Workplace cannot be prevented, how to isolate hazards within the Workplace.

#### 2.5 **Reporting**

Without limiting the Contractor's reporting or other obligations elsewhere under the Contract, upon request by either RMS or the Asset Trustee from time to time, Leighton Contractors Pty Ltd must promptly provide that requesting party with a copy of:

- (a) the written WHS management plan for each Workplace, including any revisions that are made to the WHS management plan under clause 311 of the WHS Regulation;
- (b) Leighton Contractors Pty Ltd's records in relation to the steps Leighton Contractors Pty Ltd has taken to make persons carrying out work aware of the content of the WHS management plan in accordance with clause 310 of the WHS Regulation;
- (c) any safe work method statements which have been obtained under clause 312 of the WHS Regulation;
- (d) Leighton Contractors Pty Ltd's records in relation to the steps Leighton Contractors Pty Ltd has taken to comply with clause 314 of the WHS Regulation;
- (e) Leighton Contractors Pty Ltd's records in relation to the steps Leighton Contractors Pty Ltd has taken to comply with clause 315 of the WHS Regulation; and
- (f) any other registers, records and documents,

that Leighton Contractors Pty Ltd prepares, maintains, keeps or obtains in connection with its obligations as a principal contractor under the WHS Regulation.

### 3. **SUBSTITUTION OF ASSET TRUSTEE AS PRINCIPAL CONTRACTOR**

If the Contract is terminated for any reason before all Construction Project(s) the subject of the Contract are complete:

- (a) Leighton Contractors Pty Ltd's engagement and authorisation as principal contractor is terminated; and
- (b) RMS engages the Asset Trustee as principal contractor from the date of such termination in accordance with clause 9.7 of the Project Deed.

#### 4. **GENERAL**

##### 4.1 **Governing law and jurisdiction**

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed, and waives any right it might have to claim that those courts are an inconvenient forum.

##### 4.2 **Liability for expenses**

Each party must pay its own expenses incurred in negotiating and executing this deed.

##### 4.3 **Effect to this deed**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this deed.

##### 4.4 **Goods and Services Tax**

- (a) A party must pay GST on a taxable supply made to it under this deed, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to the other party at or before the time that the other party is required to pay the GST.
- (b) Terms used in this clause 4.4 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

##### 4.5 **Limitation on Liability**

Despite any other provision of this deed, the Contractor's maximum aggregate liability to the counterparties to this deed and any person to whom the Contract is novated or assigned in accordance with the terms of this deed, in respect of any claim or liability under, arising out of or in connection with the Project:

- (a) will not exceed the liability which the Contractor would have had under the Contract if the counterparties to this deed and any person to whom the Contract is novated or assigned had been named in the Contract, jointly and severally, as the Asset Trustee; and
- (b) is otherwise subject to the same limitations on and exclusions of liability, counterclaims and defences expressed for the benefit of the Contractor in the Contract and the Contractor will not be liable to the counterparties to this deed, under this deed in circumstances where its liability is excluded, or the category of loss or liability suffered or incurred by the counterparties to this deed is excluded, by the terms of the Contract.

**Executed** as a deed.

**Signed for Roads and Maritime Services**  
(ABN 76 236 371 088) by its duly  
authorised officer, in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Executed** by **WCX M5 AT Pty Ltd** (ACN  
608 798 081) in its capacity as trustee of  
the WCX M5 Asset Trust (ABN 23 365 031  
283) in accordance with Section 127 of the  
Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full Name of director

\_\_\_\_\_  
Full name of company secretary/director

**SIGNED, SEALED and DELIVERED** for **LEIGHTON CONTRACTORS PTY LTD** (ABN 98 000 893 667) under Power of Attorney dated 2 September 2015 (and the Attorneys declare that they have not received any notice of the revocation of the Power of Attorney):

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **DRAGADOS AUSTRALIA PTY LTD** under Power of Attorney dated 24 July 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for  
**SAMSUNG C&T CORPORATION**  
(Registration Number 110111-0015762)  
under Power of Attorney dated  
28 October 2015 (and the Attorney  
declares that it has not received any  
notice of the revocation of the Power of  
Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

## SCHEDULE 12

### Deed of Disclaimer

(Clause 11.7)

**THIS DEED POLL** is made on 2015

**TO:** Each of the Beneficiaries

#### **PARTIES:**

- (1) Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067;
- (2) Dragados Australia Pty Ltd (ABN 20 151 632 665) of Suite 206, Level 20, Gold Fields House, 1 Alfred Street, Sydney, NSW 2000; and
- (3) Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (Registration Number 110111-0015762) of 67 Sejong-daero (Taepyungro 2-ga), Jung-gu, Seoul, Korea;

(collectively, the **Contractor** and each a **Contractor Entity**).

#### **RECITALS:**

- (A) In September 2014 WDA invited expressions of interest in relation to the investigation, design and construction of the Project.
- (B) In November 2014 WDA issued a Request for Tenders in relation to the investigation, design and construction of the Project.
- (C) In October 2015 WDA was dissolved by the *Transport Administration (General) Amendment (WestConnex Delivery Authority) Regulation 2015* and SMC assumed responsibility for procurement of the Project.
- (D) The Contractor has lodged a Tender in response to the Request for Tenders and has otherwise been involved in the Processes contemplated by the Invitation and Request for Tenders.
- (E) Each of the Contractor Entities has executed a Process Deed Poll.
- (F) The Principal and the Contractor will enter into the D&C Deed on or about the date of this Deed Poll.
- (G) This Deed Poll sets out certain warranties, acknowledgments and indemnities applicable to the Invitation, the Request for Tender and the Information Documents.

#### **THE PARTIES AGREE AS FOLLOWS:**

##### 1. **INTERPRETATION**

###### 1.1 **Definitions**

The following definitions apply in this document.

**Beneficiaries** means the beneficiaries of the Contractor's promises under this Deed Poll, being SMC, the Principal, the State of New South Wales and RMS, and any entity notified under clause 8.9, and **Beneficiary** means any of them.



**Claim** includes any claim, action, demand or proceeding:

- (a) under, arising out of, or in connection with the Processes;
- (b) arising out of, or in connection with, any task, thing or relationship connected with the Project; or
- (c) otherwise at law or in equity including:
  - (i) by or for breach of statute;
  - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
  - (iii) for restitution, including restitution based on unjust enrichment.

The term "Claim" does not include a claim made against any Beneficiary by any third party, other than a third party to whom the Contractor disclosed the Information Documents, arising from a breach by such Beneficiary of an obligation which the Beneficiary owes to that third party in relation to the Information Documents.

**Contractor** means, collectively, the Contractor Entities.

**Contractor Entities** means each of the signatories to this Deed Poll.

**Data Room** means the electronic data room containing documents, data and other information regarding the Project created and maintained by WDA for the purposes of the Processes, whether titled the WestConnex Data Room, the New M5 Main Works Data Room or otherwise.

**D&C Deed** means the design and construct contract to be executed by the Principal and the Contractor with respect to the Project on or about the date of this Deed Poll.

**Document** means any type of document, including:

- (a) paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- (b) any material from which sounds, images, writing or messages can be reproduced.

**EOI Processes** means the processes relating to procuring tenderers for the design and construction of the Project beginning with the issuance of the Invitation and including evaluation of expressions of interest.

**Information Document** means:

- (a) each "Information Document" (as defined in the D&C Deed); and
- (b) to the extent not covered by paragraph (a) above, any information, opinion, data, materials, models or Document which is or has been:
  - (i) made available to the Contractor through the Data Room;
  - (ii) issued or made available by, or on behalf of, WDA or any Beneficiary to the Contractor in connection with the Invitation, Request for Tenders, Processes, or the Project and which, at the time of issue (or being made available), was expressly classified or stated to be an "Information Document";
  - (iii) issued or made available by, or on behalf of, WDA or any Beneficiary to the Contractor in connection with the Invitation, EOI Processes, Request for

Tenders, RFT Processes or Project, but which was not intended to form part of the Invitation or the Request for Tenders (regardless of whether or not it is expressly classified or stated to be an "Information Document"), including any information, opinion, data, materials, models or document which is provided (including verbally or visually) by RMS or WDA at, or following from, any market sounding, briefing, EOI Processes, RFT Processes or either RMS's or WDA's participation in any early tenderer involvement workshops or any other interactive engagement process under the Invitation or the Request for Tenders; or

- (iv) referred to or incorporated by reference in any of the Information Documents listed in paragraphs (b)(i) to (b)(iii) above,

whether issued or made available:

- (v) before or after the date of this Deed Poll; or
- (vi) before or after the date of execution of the D&C Deed.

**Invitation** means the invitation to submit an expression of interest for the Project issued to prospective tenderers by WDA in September 2014.

**Notice** has the meaning given to it in clause 6.

**Principal** means WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 101 Miller Street, North Sydney, NSW 2060.

**Processes** means the processes contemplated under the Process Deed Poll, including the EOI Processes and the RFT Processes.

**Process Deed Poll** means:

- (a) the process deed poll dated 9 September 2014 and executed by Leighton Contractors Pty Ltd (ABN 98 000 893 667) for the benefit of WDA and the other named beneficiaries to that process deed poll;
- (b) the process deed poll dated 10 September 2014 and executed by Dragados Australia Pty Ltd (ABN 20 151 632 665) for the benefit of WDA and the other named beneficiaries to that process deed poll; and
- (c) the process deed poll dated 12 September 2014 and executed by Samsung C&T Corporation (Registration Number 110111-0015762) for the benefit of WDA and the other named beneficiaries to that process deed poll.

**Process Period** means the period from the date of selection of tenderers by WDA and ending on the earlier of:

- (a) execution of the D&C Deed; and
- (b) WDA or SMC notifying the Contractor and each competing tenderer that WDA or SMC is terminating the procurement process for the D&C Deed for the Project.

**Project** means all activities associated with investigation, design and construction of the New M5 Main Works (as described in the Invitation and updated in the Request for Tenders).

**Request for Tenders** means the request for submission of tenders for the Project issued by WDA to the Contractor in November 2014, and includes all parts, appendices and attachments to it, as well as any addenda.

**RFT Processes** means the processes relating to procuring tenders for the design and construction of the Project beginning with the issue of the Request for Tenders and including evaluation of the Contractor's Tender.

**RMS** means Roads and Maritime Services.

**SMC** means Sydney Motorway Corporation Pty Limited (ABN 47 601 507 591) a non-guaranteed company owned by the NSW Treasurer and the Minister for Roads.

**Tender** means the documents, including the Contractor's offer, which were submitted by the Contractor to WDA in response to and in accordance with the Request for Tenders.

**WDA** means WestConnex Delivery Authority.

## 1.2 **Priority in interpretation**

For the purposes of this Deed Poll, to the extent of any inconsistency between this Deed Poll and the Process Deed Poll, the order of priority of interpretation will be:

- (a) this Deed Poll; and
- (b) the Process Deed Poll.

## 1.3 **Interpretation**

In this Deed Poll unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any authority, institute, association or body is:
  - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (e) a reference to this Deed Poll or to any other deed poll, deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed poll, deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

- (f) a reference to any legislation or to any section or provision of it includes:
  - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
  - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) a reference to:
  - (i) a party, clause or schedule is a reference to a party, clause or schedule of or to this Deed Poll; and
  - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (i) a reference to this Deed Poll includes all schedules;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) "day" means a calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed Poll or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

#### 1.4 **Headings**

Headings do not affect the interpretation of this Deed Poll.

#### 1.5 **Unfettered Discretion**

- (a) This Deed Poll will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Beneficiaries or any of them to exercise any of their respective functions and powers pursuant to any legislation.
- (b) Without limiting clause 1.5(a), anything the Beneficiaries or any of them do, fail to do or purport to do, pursuant to their respective functions and powers under any legislation, will be deemed not to be an act or omission under this Deed Poll.
- (c) The Contractor waives any Claims that it may have against the Beneficiaries as a result of the exercise by any Beneficiaries of its functions and powers under any legislation.

## 2. **CONTRACTOR WARRANTIES AND ACKNOWLEDGEMENTS**

The Contractor:

- (a) warrants that it has not relied upon the Invitation, the Request for Tenders or the Information Documents as being proper, adequate, suitable and/or complete for the purposes of enabling it to perform its obligations under the D&C Deed;
- (b) warrants that it has made its own independent evaluation of the Invitation, Request for Tenders and Information Documents' adequacy, accuracy, suitability and completeness for the purposes of enabling the Contractor to perform the obligations under the D&C Deed, and it has based its Tender (including its pricing and the D&C Deed Sum) upon its own independent evaluations;
- (c) acknowledges and agrees that:
  - (i) no representation or warranty (express or implied) has been or is made by WDA or the Beneficiaries or any of them (or by anyone on their behalf) to the Contractor that any technical specifications, data or drawings included in the Invitation, the Request for Tenders or the Information Documents will represent a completed or suitable design or that they will be suitable for design and construction purposes;
  - (ii) the rights, powers and discretions given to WDA in the Invitation and Request for Tenders do not form part of any contract between WDA, the Beneficiaries and the Contractor but rather are rights, powers and discretions that WDA has as part of the Processes;
  - (iii) it has been provided with the Information Documents;
  - (iv) the Information Documents:
    - (A) are provided by WDA or the Beneficiaries for the information only of the Contractor; and
    - (B) do not form part of any contract with respect to the Project;
  - (v) none of the Beneficiaries owes any duty of care to the Contractor with respect to the Information Documents;
  - (vi) to the extent that a Beneficiary is not the author or source of any of the Information Documents it merely passes those documents on to the Contractor and does not adopt those documents;
  - (vii) the Beneficiaries:
    - (A) are not responsible for; and
    - (B) make no representation or warranty in respect of,
 

the contents of the Information Documents or any advice or information given by WDA or any Beneficiary with respect to the Project, the Information Documents, the Invitation or Request for Tenders, including the accuracy, adequacy, suitability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Information Documents;
  - (viii) where any information or document is referred to and incorporated by reference in an Information Document, the Contractor has not relied upon any summary of the information or document which appears in that Information Document;

- (ix) no representation or warranty (express or implied) has been made by WDA or any Beneficiary (or by anyone on behalf of WDA or a Beneficiary) to the Contractor that the Information Documents or any advice or information given by WDA or any Beneficiary with respect to the Project, the Invitation, Request for Tenders or the Information Documents, are accurate, adequate, suitable or complete for any purpose connected with the Project or the Contractor's preparation of its Tender and the performance of its obligations under the D&C Deed;
  - (x) no representation or warranty (express or implied) has been made by WDA or any Beneficiary (or by anyone on behalf of WDA or a Beneficiary) that the Information Documents have been independently verified for any purpose connected with the Project or the Contractor's preparation of its Tender; and
  - (xi) it has had the opportunity during the Process Period and subsequently to undertake for itself and to request others to make further enquiries and investigations and seek appropriate professional advice relating to the subject matter of the Information Documents and for this purpose has had regard to the acknowledgments, warranties and releases in this Deed Poll in undertaking its own enquiries and investigations and in requesting further enquiries and investigations;
- (d) warrants that:
- (i) it has prepared its Tender for the Project and will enter into the D&C Deed and any other contract with the Principal with respect to the Projects based on its own investigations, interpretations, deductions, information and determinations including (without limitation) its own independent evaluation of the accuracy, adequacy, suitability and completeness of the Information Documents for the purposes of the Project or its entry into the D&C Deed; and
  - (ii) it has not in any way relied upon:
    - (A) the Information Documents; or
    - (B) the accuracy, adequacy, suitability or completeness of the Information Documents,
 for the purposes of entering into the D&C Deed with the Principal with respect to the Project;
- (e) acknowledges and agrees that:
- (i) WDA or the Beneficiaries have provided the Information Documents to the Contractor in reliance upon the acknowledgements and warranties contained in this Deed Poll;
  - (ii) WDA accepted the Tender and the Principal will be entering into the D&C Deed with respect to the Project in reliance upon the acknowledgments and warranties contained in this Deed Poll;
  - (iii) the Beneficiaries will not be liable to the Contractor upon any Claim (to the extent permitted by law) arising out of or any way in connection with:
    - (A) the provision of, or the purported reliance upon, or use of, the Information Documents by the Contractor or any other person associated with the Contractor to whom the Information Documents are disclosed by the Contractor; or

- (B) a failure by WDA or a Beneficiary to provide any information to the Contractor;
  - (iv) none of the Beneficiaries have any obligations or liabilities to the Contractor in respect of the Invitation, the Request for Tenders or the Processes, and to the maximum extent permitted by law, any such obligations which may otherwise be implied or imposed on any Beneficiary under contract, in tort including negligence, in equity, at law, by statute or otherwise are excluded; and
  - (v) none of the Beneficiaries have any obligation to provide any additional information or to update the Invitation, Request for Tenders or Information Documents, or to correct or inform any person or entity of any inaccuracies in the Invitation, Request for Tenders or the Information Documents which may become apparent; and
- (f) warrants that it has:
- (i) examined the Invitation, the Request for Tenders, the Information Documents, and any other information made available in writing by WDA, the Beneficiaries, or any other person on their behalf, to the Contractor for the purpose of entering into the D&C Deed;
  - (ii) examined all other relevant information available on reasonable enquiry;
  - (iii) obtained and considered all necessary information relevant to the risks, contingencies and other circumstances having an effect on its Tender;
  - (iv) satisfied itself as to the correctness and sufficiency of the Tender having regard to those risks;
  - (v) informed itself of all matters relevant to the employment of labour and all industrial materials relevant to the Project;
  - (vi) examined the sites for the Project and their surroundings and informed itself completely as to the conditions of the sites for the Project; and
  - (vii) taken such professional advice as is appropriate for projects of this type.

### 3. **RELEASE AND INDEMNITY**

The Contractor:

- (a) irrevocably releases and indemnifies the Beneficiaries (or any of them) (and any of their officers, employees, consultants or agents) from and against:
  - (i) any Claim against any Beneficiary by, or liability of any Beneficiary to, any person; or
  - (ii) (without being limited by clause 3(a)(i)) any liabilities, costs, losses or damages suffered or incurred by any Beneficiary,

arising out of or in connection with:

- (A) the provision of, or the purported reliance upon, or use of, the Invitation, the Request for Tenders or the Information Documents by the Contractor or any other person to whom the Invitation, the Request for Tenders or the Information Documents are disclosed by the Contractor; or

(B) the Invitation, Request for Tenders or the Information Documents:

(aa) being relied upon; or

(bb) otherwise being used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in the *Competition and Consumer Act 2010* (Cth), or any equivalent provisions of state or territory legislation),

by the Contractor or any other person to whom the Invitation, Request for Tenders or the Information Documents are disclosed by the Contractor; or

(b) irrevocably releases and indemnifies the Beneficiaries (or any of them) from and against any Claim arising out of or in connection with any breach of this Deed Poll by the Contractor.

#### 4. **ENFORCEMENT AND LIABILITY**

(a) The Contractor acknowledges and agrees that this document operates as a Deed Poll and the obligations in this Deed Poll are for the benefit of the Beneficiaries jointly and severally, and that the Beneficiaries may enforce the obligations in this Deed Poll, either together or separately.

(b) The liability of the Contractor under this Deed Poll is absolute and is not subject to the execution of this Deed Poll or any other instrument or document by any person other than the Contractor, and is not subject to the performance of any condition precedent or subsequent.

#### 5. **EXPIRY OF CONTRACTOR'S OBLIGATIONS**

The obligations of the Contractor under clause 3 of this Deed Poll will expire 5 years after the date of this Deed Poll.

#### 6. **NOTICES**

Any notice, demand, consent or other communication (**Notice**) given or made under this Deed Poll:

(a) must be in writing and signed by the sender or a person duly authorised by the sender;

(b) must be addressed and delivered to the Principal at the address or fax number below or the address or fax number last notified by the intended Contractor to the sender after the date of this Deed Poll:

#### **Principal**

Name: WCX M5 AT Pty Ltd  
Address: Level 18, 101 Miller Street  
North Sydney, NSW, 2060  
(for delivery by hand)  
  
Locked Bag 928  
North Sydney, NSW, 2060  
(for delivery by post)  
Fax no: 02 8588 4170



Attention: [REDACTED]  
(Project Director – M5 Corridor)

and will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

## 7. **WAIVER**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right, power or remedy provided by law or under this Deed Poll by all or any of the Beneficiaries does not preclude, or operate as a waiver of, the exercise or enforcement or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed Poll.
- (b) No waiver by all or any of the Beneficiaries of one breach of any obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or of any other obligation or provision herein contained or implied.
- (c) None of the provisions of this Deed Poll shall be taken either at law or in equity to have been varied, waived, discharged or released by the Beneficiaries unless by their express consent in writing.

## 8. **MISCELLANEOUS**

### 8.1 **Joint and Several Liability**

If the Contractor is more than one person, each person making up the Contractor is jointly and severally bound by the terms of this Deed Poll.

### 8.2 **Governing Law and Jurisdiction**

This Deed Poll is governed by the laws of New South Wales. The Contractor and the Beneficiaries submit to the non-exclusive jurisdiction of New South Wales.

### 8.3 **Amendments**

This Deed Poll may not be revoked without the prior written consent of the Beneficiaries. Any amendments must be agreed in writing between the Contractor and the Principal.

### 8.4 **Further acts**

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

### 8.5 **Consents**

A consent required under this Deed Poll from any Beneficiary may be given or withheld, or may be given subject to any conditions, as the relevant Beneficiary (in its absolute discretion) thinks fit, unless this Deed Poll expressly provides otherwise.

### 8.6 **Entire agreement**

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

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

**8.7 No representation or reliance**

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

**8.8 Severability of provisions**

Any provision of this Deed Poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this Deed Poll nor affect the validity or enforceability of that provision in any other jurisdiction.

**8.9 Beneficiaries**

- (a) The Principal may at any time give notice to the Contractor that another entity is to become an additional Beneficiary under this Deed Poll. The Principal may give multiple notices under this clause. The Contractor agrees that on and from the date of the Principal's notice, the entity identified by the Principal will be a Beneficiary under this Deed Poll.
- (b) If for any reason a Beneficiary is unable to enforce against the Contractor its promises under this Deed Poll, the Contractor agrees that the Principal may do so on behalf of any and all Beneficiaries.

Executed as a deed.

**SIGNED, SEALED and DELIVERED** for **LEIGHTON CONTRACTORS PTY LTD** (ABN 98 000 893 667) under Power of Attorney dated 2 September 2015 (and the Attorneys declare that they have not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **DRAGADOS AUSTRALIA PTY LTD** (ABN 20 151 632 665) under Power of Attorney dated 24 July 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for  
**SAMSUNG C&T CORPORATION**  
(Registration Number 110111-0015762)  
under Power of Attorney dated  
28 October 2015 (and the Attorney  
declares that it has not received any  
notice of the revocation of the Power of  
Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SCHEDULE 13**

**Not used**

## SCHEDULE 14

### Landfill Closure Works Deed Poll

(Clause 11.13)

This deed poll (**Deed Poll**) made the                      day of                      20

**By:**                      **The Leighton Dragados Samsung Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Dragados Australia Pty Ltd (ABN 20 151 632 665) of Suite 206, Level 20, Gold Fields House, 1 Alfred Street, Sydney, NSW 2000, and Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (Registration Number 110111-0015762) of 67 Sejong-daero (Taepyeongro 2-ga), Jung-gu, Seoul, Korea (**Contractor**),

**in favour of:**                      **Roads and Maritime Services** (ABN 76 236 371 088) of Level 9, 101 Miller Street, North Sydney, NSW 2060 (**RMS**);

**WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 101 Miller Street, North Sydney, NSW 2060 (the **Asset Trustee**); and

Any additional beneficiaries notified under clause 5 of this Deed Poll,

(together the **Beneficiaries**).

#### Recitals

- (A) RMS is responsible for the road network in Sydney and is the owner of the Alexandria Landfill Site.
- (B) The Asset Trustee has entered into a deed (D&C Deed) with the Contractor to design and construct the Project Works including the Landfill Closure Works.
- (C) The Beneficiaries are relying on the Contractor to execute and complete the Landfill Closure Works in accordance with the D&C Deed.
- (D) The Beneficiaries will suffer loss if the Contractor does not execute and complete the Landfill Closure Works in accordance with the D&C Deed.
- (E) It is a condition precedent to the achievement of Completion under the D&C Deed that the Contractor executes this Deed Poll.

**This Deed witnesses that the Contractor hereby covenants, warrants and agrees** with and for the benefit of the Beneficiaries as follows:

- 1 It will comply with its obligations under the D&C Deed in relation to the Landfill Closure Works. This Deed Poll gives the Beneficiaries rights against the Contractor in relation to the Landfill Closure Works as if they were parties to the D&C Deed. Apart from the creation of such rights and the potential liability to a larger number of parties, the Contractor's obligations under this Deed Poll are no greater than, and do not vary in any circumstances, the Contractor's obligations in relation to the Landfill Closure Works under the D&C Deed.
- 2 Upon Completion, the Landfill Closure Works will satisfy the requirements of the D&C Deed.

- 3 The aggregate of the Contractor's liability to the Beneficiaries under this Deed Poll and the Contractor's liability to the Asset Trustee under the D&C Deed:
- (a) will not exceed the liability which the Contractor would have had under the D&C Deed if the D&C Deed had named, as Asset Trustee, the Beneficiaries and the Asset Trustee jointly and severally;
  - (b) is otherwise subject to the same limitations of liability and exclusions, and qualifications on such limitations of liability, as are specified in the D&C Deed.
- 4 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Contractor is to be construed as doing so only to the extent permitted by law.
- 5 Beneficiaries
- (a) RMS may at any time give notice to the Contractor that another entity is to become an additional Beneficiary under this Deed Poll. RMS may give multiple notices under this clause. The Contractor agrees that:
    - (i) if the entity identified by RMS is an entity:
      - (A) with an ownership interest (whether legal or beneficial, direct or indirect) in the Alexandria Landfill Site;
      - (B) engaged by RMS or any other Authority to manage the Alexandria Landfill Site at any time post Completion; or
      - (C) that is an Authority with responsibility for the Alexandria Landfill Site, on and from the date of RMS's notice, that entity will be a Beneficiary under this Deed Poll.
    - (ii) if the entity identified by RMS is not an entity described in clause 5(a)(i) of this Deed Poll, that entity will become a Beneficiary under this Deed Poll with the written consent of the Contractor (such consent not to be unreasonably withheld).
  - (b) If for any reason a Beneficiary is unable to enforce against the Contractor its promises under this Deed Poll, the Contractor agrees that the Asset Trustee may do so on behalf of any and all Beneficiaries.
- 6 The Beneficiaries may assign or charge the benefits and rights accrued under this Deed Poll.
- 7 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
- 8 The Contractor hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 9 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
- 10 To the extent that the Contractor has the same liability or obligation (**Common Obligation**) under both the D&C Deed and this Deed Poll (each a **Contract**), the Contractor's discharge of the Common Obligation under one Contract in favour of the Asset Trustee or one or more Beneficiary (as relevant) shall (subject to clause 11) be

deemed to be a discharge of the Common Obligation under both Contracts and the Asset Trustee or other Beneficiaries (as relevant) shall not be entitled to make a Claim against the Contractor in respect of the discharged Common Obligation.

- 11 Where different Beneficiaries suffer different or additional loss or damage to one another, that is not a Common Obligation for the purposes of clause 10.
- 12 Where terms used in this Deed Poll are defined in the D&C Deed, those terms have the meaning given to them in the D&C Deed.

**Executed** as a Deed Poll.

**SIGNED, SEALED and DELIVERED** for  
**LEIGHTON CONTRACTORS PTY LTD**  
(ABN 98 000 893 667) under Power of  
Attorney dated 2 September 2015 (and  
the Attorneys declare that they have not  
received any notice of the revocation of  
the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name



**SIGNED, SEALED and DELIVERED** for **DRAGADOS AUSTRALIA PTY LTD** (ABN 20 151 632 665) under Power of Attorney dated 24 July 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **SAMSUNG C&T CORPORATION** (Registration Number 110111-0015762) under Power of Attorney dated 28 October 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SCHEDULE 15**

**Not used**

**SCHEDULE 16**

**Not used**

**SCHEDULE 16A**

**Not Used**

**PART B**  
**LAND, PROPERTY AND THIRD PARTY AGREEMENTS**

## SCHEDULE 17

### Approvals

(Clause 6)

#### Part A: Approvals to be obtained by RMS

The Planning Approval.

The EPBC Act Approval.

#### Part B: Baseline Conditions to be undertaken by RMS, the Asset Trustee or the Project Trustee

The Asset Trustee and the Project Trustee must fulfil all the Baseline Conditions except where the table below allocates responsibilities to RMS.

RMS will fulfil the Baseline Conditions allocated to it in the table below.

Baseline Condition number	Extent of RMS's responsibility for the Baseline Condition specified
TC14	RMS will comply with this condition to the extent that RMS may if it so chooses, and if the Asset Trustee requests will, refer the matter to the Secretary for resolution. The Secretary's determination on a dispute, under this condition, will be binding on the Asset Trustee.
TC15J	RMS will comply with this obligation from the later of the Date of Completion and the Date for Completion.
TC15K	RMS will comply with this obligation from the later of the Date of Completion and the Date for Completion.
TC15L	RMS will comply with this obligation from the later of the Date of Completion and the Date for Completion.
TC84A	If the draft Green and Golden Bell Frog Management Plan and any further Green and Golden Bell Frog Management Plan are not approved as part of the EPBC Approval, RMS will obtain approval to the plans by the later of 17 June 2016 and the date that the EPBC Act Approval is granted.
TC105A	RMS will comply with this obligation to the extent that it will implement the Landfill Closure Plan from the later of the Date of Completion and the Date for Completion.
TC121A	RMS will comply with this condition to the extent that it relates to the provision of content for the Operational Noise Management Plan for noise monitoring, reporting and response procedures and mitigation for surrounding roads which experience significantly increased traffic volumes as a result of the project, and implementation of that aspect of the Operational Noise Management Plan.
TC123A	RMS will comply with this condition to the extent it relates to: (a) the provision of the content for the Operational Traffic Management Plan referred to in TC123A(a) and (b); and

Baseline Condition number	Extent of RMS's responsibility for the Baseline Condition specified
	(b) implementation of the Operational Traffic Management Plan in respect of surrounding roads.
TC123B	RMS will comply with condition TC123B and the Asset Trustee will, in respect of the Project, provide to RMS all information reasonably required by RMS to enable RMS to comply with condition TC123B.
TC128	<p>RMS will comply with this condition to the extent that it relates to:</p> <p>(a) the provision of content for the Operational Noise Management Plan for noise monitoring, reporting and response procedures and mitigation for surrounding roads which experience significantly increased traffic volumes as a result of the project;</p> <p>(b) subject to this Schedule 17, any input into the Operational Traffic Management Plan to the extent it relates to surrounding roads; and</p> <p>(c) the provision of content for the Operation Environmental Management Plan relating to details of how landfill gas and leachate environmental performance would be managed and monitored to meet acceptable outcomes, including what actions will be taken to address identified potential adverse environmental impacts, and implementation of those aspect of the Operation Environmental Management Plan.</p>

## **SCHEDULE 18**

### **Environmental Requirements**

(Clause 9.12)

#### **1. ENVIRONMENT PROTECTION LICENCE**

The Asset Trustee must:

- (a) obtain an Environment Protection Licence in respect of the Asset Trustee's Activities from the date on which the Asset Trustee is given access to the Construction Site (or any part thereof) pursuant to clause 11.1 of the Project Deed; and
- (b) hold an Environment Protection Licence in respect of the Asset Trustee's Activities until the Date of Completion.

#### **2. CROWN BUILDING WORK**

- (a) The Asset Trustee must, in relation to any part of the Project Works or the Temporary Works that is Crown Building Work (as defined in section 109R of the EP&A Act), certify (on behalf of RMS) as required by section 109R of the EP&A Act.
- (b) Any certification under section 2(a) of this Schedule 18 will not lessen or otherwise affect:
  - (i) the other Liabilities or responsibilities of the Asset Trustee under this deed or otherwise according to Law; or
  - (ii) RMS's rights against the Asset Trustee, whether under this deed or otherwise according to Law.

#### **3. ENVIRONMENTAL REQUIREMENTS**

- (a) Each of the Trustees must not use the Construction Site, the Maintenance Site or any Extra Land, or allow its Related Parties to use the Construction Site, the Maintenance Site or any Extra Land, so that:
  - (i) any Hazardous Substance is abandoned or dumped on the Construction Site, the Maintenance Site or any Extra Land;
  - (ii) any Hazardous Substance is handled in a manner which is likely to cause a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics; or
  - (iii) any other substance is released from, deposited to, or emanates from, the Construction Site, the Maintenance Site or any Extra Land such that a state of Contamination occurs.
- (b) The Asset Trustee must at all times carry out, and ensure that its Related Parties carry out, the Asset Trustee's Activities in an environmentally responsible manner, in accordance with Good Industry Practice, and so as to protect the Environment; and
- (c) Project Trustee must at all times carry out, and ensure that its Related Parties carry out, the Project Trustee's Activities in an environmentally responsible



manner, in accordance with Good Industry Practice, and so as to protect the Environment.

- (d) Without limiting clause 7.1 of the Project Deed:
  - (i) The Asset Trustee must:
    - (A) comply with, and ensure that its Related Parties in performing the Asset Trustee's Activities comply with:
      - (aa) all Laws relating to the Environment;
      - (bb) all Environmental Notices; and
      - (cc) the Project Plans; and
    - (ii) obtain and comply with all requirements of, and ensure that its Related Parties in performing the Asset Trustee's Activities obtain and comply with all requirements of, any Approvals required in order to release or emit anything from the Construction Site, the Maintenance Site or any Extra Land into the air or water or onto the ground or otherwise into the Environment, including to emit any substantial noise or vibrations; and
  - (iii) The Project Trustee must:
    - (A) comply with, and ensure that its Related Parties in performing the Project Trustee's Activities comply with:
      - (aa) all Laws relating to the Environment;
      - (bb) all Environmental Notices; and
      - (cc) the Project Plans; and
    - (B) obtain and comply with all requirements of, and ensure that its Related Parties in performing the Project Trustee's Activities obtain and comply with all requirements of, any Approvals required in order to release or emit anything from the Construction Site, the Maintenance Site or any Extra Land into the air or water or onto the ground or otherwise into the Environment, including to emit any substantial noise or vibrations.
- (e) Unless otherwise specified in Schedule 17 and without limiting the Asset Trustee's or the Project Trustee's other obligations under this deed, and insofar as they apply to the Project Works, the Temporary Works, the Asset Trustee's Activities or the Project Trustee's Activities, each of the Asset Trustee and the Project Trustee (as applicable) must comply with, carry out and fulfil the conditions and requirements of all Environmental Documents, including those conditions and requirements which RMS is expressly or impliedly required under the terms of the Environmental Documents to comply with, carry out and fulfil but only to the extent that those conditions and requirements relate to the scope and extent of the Project Works, the Temporary Works, the Asset Trustee's Activities and the Project Trustee's Activities.
- (f) The Asset Trustee or the Project Trustee (as applicable) must immediately notify RMS in writing as soon as the Asset Trustee or the Project Trustee (as applicable):
  - (i) becomes aware of any breach or potential breach or non-compliance or potential non-compliance with the conditions or requirements of any Law,

Approval or Environmental Document regarding the Environment in the performance of the Asset Trustee's Activities or the Project Trustee's Activities;

- (ii) becomes aware of any information, fact or circumstance where, if RMS were to be aware of such information, fact or circumstance, RMS would be required to notify any Authority of that information, fact or circumstance pursuant to any Law relating to the Environment (without limiting any other obligation of the Asset Trustee or the Project Trustee in relation to the information, fact or circumstance); or
- (iii) notifies any Authority of any matter pursuant to any Law relating to the Environment, in which case the Asset Trustee or the Project Trustee (as applicable) must provide to RMS a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification.

(g) The:

- (i) Project Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with a failure by the Project Trustee to comply with any obligation under this section 3; and
- (ii) Asset Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with a failure by the Asset Trustee to comply with any obligation under this section 3.

#### **4. PROVISION OF EMISSIONS AND ENERGY DATA TO RMS**

- (a) A Trustee must provide the Trustee's Emissions and Energy Data to RMS's Representative:
  - (i) at such times as may be agreed by RMS and the Trustees, or, if no such agreement is reached, within 10 Business Days of receiving written notice from RMS indicating that it requires the Trustee's Emissions and Energy Data to be provided; and
  - (ii) on each occasion that a Trustee is required to provide the Trustee's Emissions and Energy Data to an Authority under the NGER Legislation or any other applicable Law.
- (b) Each Trustee acknowledges and agrees that RMS may use the Trustee's Emissions and Energy Data for any purpose as it sees fit.

#### **5. REPORTING EMISSIONS AND ENERGY DATA**

- (a) This section 5 applies if, despite the operation of clause 9.13 of the Project Deed, RMS incurs a Liability under or in connection with the NGER Legislation as a result of or in connection with the Asset Trustee's Activities, the Project Trustee's Activities, the Project Works or the Temporary Works.
- (b) If RMS notifies the Trustees in writing that the Trustees are required to provide the Trustee's Emissions and Energy Data to RMS, then the Trustees must:
  - (i) provide the Trustee's Emissions and Energy Data to RMS's Representative in the same manner, form and level of detail, based on the same methods and at the same times:

- (A) as if the Trustees were obliged under the NGER Legislation or any other applicable Law to provide Emissions and Energy Data to an Authority and RMS was that Authority;
- (B) in accordance with the requirements or approvals of any Authority and any reasonable directions by RMS's Representative; and
- (C) without limiting sections 5(b)(i)A and B, as may be required to enable RMS:
  - (aa) to discharge, as and when they fall due, any obligations that it may have to provide the Trustee's Emissions and Energy Data to any Authority; and
  - (bb) to provide to the Clean Energy Regulator, any Trustee's Emissions and Energy Data concerning any greenhouse gas project;
- (ii) keep all such Trustee's Emissions and Energy Data as may be required to enable it to discharge its obligations under section 5(b)(i);
- (iii) retain records of its activities that are the basis of its Trustee's Emissions and Energy Data for any financial year, for a period of not less than 7 years from the end of the year in which the relevant activities take place; and
- (iv) permit the Trustee's Emissions and Energy Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or authorised for that purpose by RMS or any Authority, and cooperate with and provide all reasonable assistance to any such persons, including giving access to premises, plant and equipment, producing and giving access to documents (including any records kept and retained under sections 5(b)(ii) and (iii) and answering questions.
- (c) Without limiting section 5(b), the Trustees must assist RMS to comply with the NGER Legislation in relation to any aspect of the Asset Trustee's Activities and the Project Trustee's Activities.
- (d) Each Trustee acknowledges and agrees that:
  - (i) the Trustee's Emissions and Energy Data is provided to RMS:
    - (A) to discharge any obligations that RMS may have to provide such Data to an Authority; and
    - (B) so that RMS may provide to the Clean Energy Regulator any Trustee's Emissions and Energy Data concerning any greenhouse gas project;
  - (ii) RMS may provide or otherwise disclose the Trustee's Emissions and Energy Data to any applicable Authority; and
  - (iii) nothing in this section 5 is to be taken as meaning that RMS has agreed to perform on behalf of the Trustees any obligation that each Trustee itself may have under any Law regarding the provision of Emissions and Energy Data to any Authority (including any obligation under the NGER Legislation).

## 6. SUSTAINABILITY

- (a) The Asset Trustee must comply with the sustainability requirements set out in section 3.21 and Appendix D.5 of Part A of the SWTC.

- (b) Without limiting section 6(a), the Asset Trustee must achieve:
  - (i) a "Design" rating score of at least Excellent for the design of the Project Works and the Temporary Works; and
  - (ii) an "As Built" rating score of at least Excellent for the construction of the Project Works and the Temporary Works
 from the Infrastructure Sustainability Council of Australia.
- (c) Without limiting section 6(b), in order to achieve the ratings referred to in section 6(b) the Asset Trustee must:
  - (i) register with the Infrastructure Sustainability Council of Australia for the purposes of obtaining a rating;
  - (ii) cooperate and liaise with the Infrastructure Sustainability Council of Australia as required; and
  - (iii) provide any documentation required by the Infrastructure Sustainability Council of Australia.

**7. WASTE DISPOSAL**

- (a) Subject to section 7(e), the Asset Trustee and the Project Trustee (as applicable) must:
  - (i) remove from the Construction Site and any Extra Land; and
  - (ii) dispose of,
 any Contamination or other waste pursuant to its obligations under this deed to a licensed waste facility in accordance with all relevant Law and Approvals.
- (b) The Asset Trustee and the Project Trustee (as applicable) must:
  - (i) ensure that the entity that carries out the storage, treatment, transport and disposal of the Contamination or other waste from the Construction Site or Extra Land holds all relevant Approvals that are necessary or desirable; and
  - (ii) procure and provide evidence of such Approvals to RMS's Representative upon request.
- (c) The Asset Trustee and the Project Trustee must ensure that its employees and agents, as applicable, are suitably trained in correct and safe methods of loading, unloading and handling any Contamination or other wastes and that they comply with all applicable Laws.
- (d) The Asset Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with any failure by the Asset Trustee to comply with any obligation under this section, provided that the Asset Trustee's liability to indemnify RMS will be reduced proportionally to the extent that an act or omission of RMS contributed to the Claim or Loss.
- (e) The Asset Trustee is not required to remove or dispose of acid sulphate soil where it treats the acid sulphate soil in situ in accordance with the requirements of this deed.

- (f) The Project Trustee must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with any failure by the Project Trustee to comply with any obligation under this section, provided that the Project Trustee's liability to indemnify RMS will be reduced proportionally to the extent that an act or omission of RMS contributed to the Claim or Loss.

## **SCHEDULE 19**

### **Terms of Access**

(Clause 11)

#### **1. ASSET TRUSTEE ACKNOWLEDGEMENTS**

- (a) The Asset Trustee acknowledges and agrees that:
  - (i) it may not be given exclusive access to the Construction Site; and
  - (ii) access to the Construction Site or any part thereof will be subject to the Asset Trustee complying with clause 11.1, this Schedule 19 and the Site Access Schedule.
- (b) The Asset Trustee acknowledges that:
  - (i) its rights under clause 11.1 and this Schedule 19 are subject to any restrictions upon the access, possession and use of the Construction Site, Maintenance Site and the Motorway imposed by RMS under the express terms of this deed; and
  - (ii) it must comply with all:
    - (A) access conditions that apply to an area of the Construction Site as specified in the Site Access Schedule; and
    - (B) terms of any easement burdening the land contained in the Construction Site as recorded in the register maintained by Land and Property Information New South Wales under the *Real Property Act 1900* (NSW).
- (c) The Asset Trustee acknowledges that it will have no entitlement to access the Construction Site under clause 11.1 and this Schedule 19 until the Asset Trustee has submitted the Project WHS Management Plan to RMS's Representative and RMS's Representative has had 20 Business Days to review the Project WHS Management Plan and has not rejected the Project WHS Management Plan.

#### **2. NO WARRANTY BY RMS**

Subject to the express terms of this deed, RMS makes no express or implied warranty that the Construction Site or the Maintenance Site are now or will remain suitable or adequate for all or any of the purposes contemplated in this deed and save as aforesaid all warranties (if any) implied by Law are, to the extent permitted by Law, hereby expressly negated.

**SCHEDULE 20**

**Property Owner's Certificate**

(Clause 11.4)

**This Deed Poll is in favour of:**

1. **Roads and Maritime Services** of Level 9, 101 Miller Street, North Sydney, NSW 2060  
**(RMS)**  
  
and
2. **WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283)** of Level 18, 101 Miller Street, North Sydney, NSW 2060 **(Asset Trustee)**  
  
and
3. **The Leighton Dragados Samsung Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Dragados Australia Pty Ltd (ABN 20 151 632 665) of Suite 206, Level 20, Gold Fields House, 1 Alfred Street, Sydney, NSW 2000, and Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (Registration Number 110111-0015762) of 67 Sejong-daero (Taepyungro 2-ga), Jung-gu, Seoul, Korea (the **Contractor**),

and their successors and permitted assigns (together, the **Beneficiaries**).

PROPERTY ADDRESS: .....

1. I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:  
  
*[Insert description of property works]*
2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. I/We release the Beneficiaries from all claims and actions which I/we may have arising out of or in connection with the works referred to in item 1.

**SIGNED** as a Deed Poll.

**SIGNED, SEALED** and **DELIVERED** by  
**[NAME OF PARTY]** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness in full

## **SCHEDULE 21**

### **Easements**

(Clause 18.2)

#### **1. EASEMENTS RESERVED BY RMS OVER THE MOTORWAY STRATUM**

RMS reserves the right at all times for the purposes set out in Appendix A to:

- (a) create any Easements benefiting or burdening the Motorway Stratum or any Additional Land (as defined in Schedule 22) with:
  - (i) any of the owners, lessees, tenants or occupiers of the land adjacent to or in the vicinity of the Motorway Stratum or any Additional Land (as defined in Schedule 22); or
  - (ii) any public or other Authority,and to release, vary, modify or give waivers of such Easements; and
- (b) dedicate land of which it is the owner of the fee simple estate for road, rail and other purposes,

which may be effective no earlier than the Date of Opening Completion, upon such terms and conditions as RMS thinks fit, provided that where any such Easement (or release, variation, modification or waiver of such Easement) or dedication could reasonably be expected to have:

- (c) a material adverse effect on the design, construction, maintenance, repair or operation of the Motorway or upon the ability of a Trustee to undertake the Project in accordance with the Project Documents; or
- (d) an adverse effect on the patronage or capacity or use of the Motorway or the ability of the Project Trustee or its subtenants to levy and collect tolls or as against RMS and the NSW Government to keep tolls,

RMS must obtain the prior written consent of the Trustees to the creation of any such Easement (or release, variation, modification or waiver in respect of such Easement) or dedication of land, which consent must not be unreasonably withheld.

#### **2. EASEMENTS FOR THE ASSET TRUSTEE'S BENEFIT**

If, but only if, RMS is the owner of the estate in fee simple of, and there are no inconsistent interests in, the land which is to be benefited or burdened by such Easement, and without in any way limiting clause 11.5, upon request after the Date of Opening Completion, RMS undertakes to the Asset Trustee that it will, at the Asset Trustee's cost, create Easements benefiting or burdening the Motorway Stratum or any Additional Land in favour of:

- (a) the Asset Trustee or any other person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by any of them; or
- (b) any relevant provider of services and utilities, or any relevant infrastructure owner, or any relevant third party as agreed by RMS,



where such Easements are proposed on reasonable terms and are reasonably required by any of those parties and at no cost to RMS for the purposes set out in Appendix B.

**3. NOTICE OF LOCATION AND DIMENSIONS**

- (a) Each of RMS and the Asset Trustee must notify the other party of the exact location and dimensions of any Easement it requires under section 1 or 2 (as the case may be) as soon as practicable.
- (b) A notice under section 3(a) must be accompanied by a diagram showing:
  - (i) the location and dimensions of the three dimensional envelope which accommodates the site of the Easement; and
  - (ii) the location of the Easement relative to existing structures and public services.
- (c) Where RMS receives a notice under section 3(a) it will:
  - (i) approve the location and dimensions of the Easement; or
  - (ii) reject the location and dimensions of the Easement,and in each case must act reasonably and must communicate its approval or rejection to the Asset Trustee as soon as practicable but in any event within 8 weeks of the date of receipt of the notice.
- (d) In the event that RMS rejects the location and dimensions of any easement under section 3(c):
  - (i) RMS may, at the time of such rejection, notify the Asset Trustee of an alternate or amended location and dimensions of the Easement;
  - (ii) the Asset Trustee may notify RMS of an alternative or amended location and dimensions of the Easement, in which case such notice will be treated as a notice under section 3(a); and
  - (iii) either of RMS or the Asset Trustee may refer the matter to be resolved in accordance with the Dispute Resolution Procedure.

**4. NO CLAIM**

The Asset Trustee may not make any Claim or requisition, rescind or terminate this deed, any M5 Lease or any lease of Additional Land because it receives notice from RMS pursuant to section 3 or because any Easement is created.

**5. REGISTRATION**

The parties will use reasonable endeavours to execute and obtain the registration of any Easements which are granted by RMS in favour of the Asset Trustee or any provider of services and utilities or any infrastructure owners or any third parties under this Schedule 19 as soon as practicable after the Date of Opening Completion. In the event that any Easement which RMS has granted to the Asset Trustee cannot be registered, the parties agree that such Easement will take effect as a binding deed between them until the termination of this deed. The parties will register any such Easement as soon as practicable if it becomes registrable at a later date.

## **Appendix A - Easements which may be created by RMS benefiting or burdening the Motorway Stratum**

Easements created for the purposes of:

- (a) providing public or private access to or egress from the Motorway Stratum, the Licensed Maintenance Areas, any Additional Land or other land adjacent to or in the vicinity of that land (**adjacent land**);
- (b) providing access to or support of structures erected or to be erected on the Motorway Stratum or the Licensed Maintenance Areas or the adjacent land;
- (c) providing access to or support for the structures of any other motorway or any railway infrastructure;
- (d) providing road or rail or other infrastructure or other services including, but not limited to, water, drainage, sewerage, gas and other fuels, electricity, telephone and electronic communications to, or to pass through, the Motorway Stratum or any Additional Land or to pass through the Licensed Maintenance Areas or the adjacent land and access to such services;
- (e) providing any statutory easements; and
- (f) satisfying any requirements of the Project Deed or the SWTC,

or for any other purpose reasonably requested by an owner of adjacent land (including for drainage purposes) or provided under Division 4 of Part 6 of the *Conveyancing Act 1919* (NSW).

**Appendix B - Easements to be created benefiting or burdening the Motorway Stratum at the request of the Asset Trustee**

Easements created (and contemplated by section 2) which benefit or burden the Motorway Stratum for:

- (a) access to structural support for rock anchors, columns, footings, beams, structural support and other structures protecting and or supporting the New M5 Main Works;
- (b) access to adjacent land to connect Utility Services from the Motorway Stratum to the Motorway Control Centre;
- (c) access to adjacent land for maintenance purposes for:
  - (i) access to and egress from the ventilation stack buildings; and
  - (ii) access to and egress from the Motorway Control Centre;
- (d) access to the land and airspace within a 2 metre radius of outside of the ventilation stack for the purposes of maintaining the façade of the ventilation stack;
- (e) providing support for structures and access for maintenance purposes to the Motorway; and
- (f) other than as referred to in this Appendix B, satisfying any requirements to be satisfied by the Asset Trustee pursuant to this deed or the SWTC.

## SCHEDULE 22

### Process for granting M5 Leases

(Clause 18.1)

#### 1. DEFINITIONS

In this Schedule 22:

**Additional Land** means any land required to be acquired or obtained by the Asset Trustee pursuant to clause 11.4(b).

**Commencement Date** means:

- (a) in respect of the New M5 Main Works Lease, the Date of Opening Completion;
- (b) in respect of the M5 East New Lease, the M5E Transfer Date; and
- (c) in respect of the M5 West New Lease, the M5W Transfer Date.

**LPI** means Land and Property Information NSW.

**Plan of Subdivision** means a plan of subdivision in LPI registrable form to be procured by RMS in accordance with this Schedule 22.

**Real Property Act** means the *Real Property Act 1900* (NSW).

**SPI Lease Area** means the land which the parties agree or RMS determines will form part of the New M5 Motorway Stratum in accordance with paragraph 2A.3.

#### 2. NOT USED

#### 2A. NEW M5 MOTORWAY STRATUM

##### 2A.1 COMPONENTS OF THE NEW M5 MOTORWAY STRATUM

The parties acknowledge and agree that the New M5 Motorway Stratum is comprised of:

- (a) a tunnel substratum determined by RMS in accordance with the following principles:
  - (i) the tunnel substratum will be an underground stratum lot limited in height, width and depth;
  - (ii) the tunnel substratum must include all of the tunnel substratum specified in the Construction Site Drawing titled "Construction Site (Tunnel Substratum)" in Part C of the Site Access Schedule (as amended in accordance with Schedule 26);
  - (iii) the tunnel substratum will be rectangular in shape when viewed in cross-section;
  - (iv) the tunnel substratum will include areas outside the tunnel substratum specified in the Construction Site Drawing titled "Construction Site (Tunnel Substratum)" in Part C of the Site Access Schedule (as amended in accordance with Schedule 26) only to the extent reasonably necessary in order to create a plan of subdivision that meets the plan registration requirements of Land and Property Information, New South Wales; and

- (v) subject to paragraphs 2A.1(a)(ii) and (iv), the height, width and depth of the tunnel substratum will be determined by RMS.
- (b) the stratum of the cut and cover extending east from the tunnel substratum, limited in width and depth to the outer limit of the cut and cover structure and unlimited in height;
- (c) without limiting paragraph 2A.1(b), the SPI Lease Area; and
- (d) any other land encompassing the as-built extent of the New M5 Main Works which is not referred to in paragraphs 2A.1(a), (b) or (c), excluding:
  - (i) the Core SPI Site (other than those parts of the Core SPI Site referred to in paragraphs 2A.1(b) and (c));
  - (ii) any areas on which the New M5 Main Works consist solely of line marking and pavement wearing course re-sheeting for the purposes of line marking, as shaded in blue in the indicative drawings in Appendix D; and
  - (iii) any Licensed Maintenance Areas agreed or determined pursuant to paragraph 2D(b).
- (e) The land referred to in paragraph 2A.1(d) will be unlimited in height and depth, except to the extent that it overlays the tunnel substratum referred to in paragraph 2A.1(a), in which case that land will be limited in depth by the tunnel substratum.

**2A.2 NOT USED**

**2A.3 NEW M5 MOTORWAY STRATUM - SPI LEASE AREA**

The parties acknowledge and agree that:

- (a) the boundaries of the SPI Lease Area will be as generally shown in the indicative plans which appear in Appendix E but will not be finalised until after the date of this deed;
- (b) not later than one month after the date on which the Asset Trustee provides "work as executed" drawings in accordance with the SWTC, the Trustees and RMS will form a project team which:
  - (i) comprises at least one member from each of RMS and the Trustees; and
  - (ii) meets regularly to discuss and agree the areas to comprise the SPI Lease Area in accordance with the principles set out in paragraph 2A.3(c);
- (c) the following principles will be applied in agreeing or determining the SPI Lease Area:
  - (i) subject to clause 2A.3(c)(iii)(C), the SPI Lease Area will be an above ground stratum lot limited in width and depth but unlimited in height;
  - (ii) subject to clause 2A.3(c)(iii)(C), the depth of the SPI Lease Area will be limited to the ground level of the relevant land; and
  - (iii) the SPI Lease Area will include:
    - (A) the land on which:

- (aa) the Carriageways, bridge superstructure and any other structure directly supporting the Carriageways
  - (bb) drainage and pump stations that convey runoff from the Carriageway; and
  - (cc) the Motorway Control Centre,
- are located on the Core SPI Site;
- (B) landlocked areas on the Core SPI Site which are only accessible from the New M5 Motorway;
  - (C) subject to clause 19C, any part of the Core SPI Site required by the Trustees to carry out their obligations under clauses 19, 19A or 19B; and
  - (D) all water treatment and sediment ponds adjacent to the motorway structure including the outer surfaces of those ponds but excluding any land beneath the outer surface of those ponds.
- (d) any part of the New M5 Motorway or New M5 Main Works situated below the SPI Lease Area will be the subject of any easements for access, operation and maintenance which are required to enable the Trustees to satisfy their obligations under clauses 19, 19A, 19B or 19C; and
  - (e) if the parties are unable to agree on the areas to comprise the SPI Lease Area or the terms of the easements described in clause 2A.3(d) by the date which is 12 months after the date on which the Asset Trustee provides "work as executed" drawings in accordance with the SWTC, RMS must determine the boundaries of the SPI Lease Area or the terms of the easements described in clause 2A.3(d) (as applicable) by reference to the principles referred to in clauses 2A.3(c) and (d) and RMS will notify the Trustees in writing of such determination.

#### 2A.4 **PLAN OF SUBDIVISION – NEW M5 MOTORWAY**

- (a) RMS and the Asset Trustee acknowledge and agree that, before the New M5 Main Works Lease can be registered with the LPI, a Plan of Subdivision must be registered with the LPI, which subdivides the New M5 Motorway Stratum from adjacent land.
- (b) RMS will, as soon as the areas which comprise the New M5 Motorway Stratum have been agreed or determined in accordance with this paragraph 2A, procure the preparation of:
  - (i) a Plan of Subdivision which subdivides the New M5 Motorway Stratum from adjacent land; and
  - (ii) any other document reasonably required to effect registration of the Plan of Subdivision in a form agreed between the parties (acting reasonably),

(together the **New M5 Subdivision Documents**) and procure the registration of the New M5 Subdivision Documents at LPI at its own cost.

## 2B THE M5 EAST MOTORWAY STRATUM

### 2B.1 COMPONENTS OF THE M5 EAST MOTORWAY STRATUM

- (a) Subject to paragraph 2B.1(b), the parties acknowledge and agree that the areas making up the M5 East Motorway Stratum are generally comprised of:
- (i) the tunnel substratum as determined by RMS in accordance with paragraph 2B.2; and
  - (ii) the surface road components of the M5 East Motorway generally shown on the plans in Part A of Appendix B (as varied in accordance with Part B of Appendix B) subject to the following clarifications and qualifications:
    - (A) the surface road components of the M5 East Motorway Stratum will be unlimited in height and depth, subject to the following exceptions:
      - (aa) to the extent that any surface road components overlay the tunnel substratum referred to in paragraph 2B.1(a), the surface road components will be limited in depth by the tunnel substratum; and
      - (bb) to the extent that as at the date of this deed, RMS owns only a stratum limited in height and/or depth of an area forming part of the M5 East Motorway shown on the plans in Appendix B, then the corresponding part of the M5 East Motorway Stratum will be limited to that area owned by RMS at the date of this deed;
    - (B) the surface road components will not include any areas which form part of the New M5 Motorway Stratum under paragraph 2A.1(b) above; and
    - (C) the land will exclude the Air Filtration Plant shown in drawing no. WH614 in Part B of Appendix B; and
  - (iii) the land encompassing the as-built extent of the "Works" (as defined in the KGI Construction Deed) as generally shown in the indicative plans in Part C of Appendix B, but excluding any land that forms part of the M5 West Motorway Stratum.
- (b) Unless RMS otherwise agrees, the M5 East Motorway Stratum will not include any area which is not owned by RMS at the date of this deed.
- (c) To the extent that any part of the M5 East Motorway is located within any area which is not owned by RMS at the date of this deed (and RMS has not acquired the land on which that part of the M5 East Motorway is located by the M5E Transfer Date), RMS must ensure that RMS has or RMS obtains from the owner of the relevant land registered easement/s benefiting RMS and any other person authorised by RMS or any person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by any of them on reasonable terms.
- (d) The parties acknowledge and agree that RMS will procure the creation of any registered easements benefiting RMS and any other person authorised by RMS which are, in RMS's view (acting reasonably), necessary to enable RMS and any other person authorised by RMS to access, operate and maintain the inlet valve located on the M5 East Motorway Stratum.

## 2B.2 TUNNEL SUBSTRATUM – M5 EAST MOTORWAY

The parties acknowledge and agree that:

- (a) as at the date of this deed, the M5 East Motorway tunnel is located within:
  - (i) underground substratum lots that are limited in height but unlimited in depth and which are generally shown between Bexley Road and General Holmes Drive and under the Cooks River on the RMS Plan No 6005 386 AC; and
  - (ii) Lot 11 in Deposited Plan 1177194 and Lot 1 in Deposited Plan 1033288.
- (b) the underground substratum lots to form part of the M5 East Motorway Stratum:
  - (i) will be limited in height consistent with the height limitations on the underground substratum lots referred to in paragraph 2B.2(a)(i); and
  - (ii) will be limited to a depth determined by RMS provided that there is a clearance of not less than 10 metres below any structures forming part of the M5 East Motorway tunnel.

## 2B.4 PLAN OF SUBDIVISION – M5 EAST MOTORWAY

- (a) RMS and the Asset Trustee acknowledge and agree that, before the M5 East New Lease can be registered with the LPI, a Plan of Subdivision must be registered with the LPI, which subdivides the M5 East Motorway Stratum from adjacent land.
- (b) RMS will, as soon as the areas which comprise the M5 East Motorway Stratum have been agreed or determined in accordance with this paragraph 2B, procure the preparation of:
  - (i) a Plan of Subdivision which subdivides the M5 East Motorway Stratum from adjacent land; and
  - (ii) any other document reasonably required to effect registration of the Plan of Subdivision in a form agreed between the parties (acting reasonably),

(together the **M5 East Subdivision Documents**) and procure the registration of the M5 East Subdivision Documents at LPI its own cost.

## 2C THE M5 WEST MOTORWAY STRATUM

### 2C.1 M5 WEST MOTORWAY STRATUM

- (a) Subject to paragraph 2C.1(b), the parties acknowledge and agree that the following areas comprise the M5 West Motorway Stratum:
  - (i) the real property the subject of the lease between RMS and Interlink dated 21 February 1995 (registered number 2022295) as varied by Variations of Lease 5603816 and AH63806) in Part A of Annexure C;
  - (ii) the real property the subject of the lease between RMS and Interlink dated 4 April 2012 (registered number AH63805) in Part B of Annexure C;
  - (iii) the real property the subject of the unregistered lease between RMS and Interlink in Part C of Annexure C as at the date of this deed (**Western Link Lease**), as varied in accordance with section 2C.2 (**Western Link Land**); and



- (iv) any other parts of the M5 West Motorway which, as at the date of this deed, are the subject of an unregistered lease or an agreement for lease between RMS and Interlink, including the bridge piers described in Part D of Annexure C.
- (b) Unless RMS otherwise agrees, the M5 West Motorway Stratum will not include any area which is not owned by RMS at the date of this deed.

## 2C.2 **Western Link Land**

The parties agree that the boundary of the land the subject of the Western Link Lease will be varied by:

- (a) if the Western Link Lease has not been registered by the M5W Transfer Date, excluding:
  - (i) the land generally shown in Part E of Annexure C as "area to be transferred from M5 to WSO";
  - (ii) the stratum generally shown in Part E of Annexure C as "area to be transferred from M5 to WSO (stratum)";
- (b) if the Western Link Lease has been registered by the M5W Transfer Date, excluding the land the subject of the unregistered lease that is not also the subject of the registered lease; and
- (c) including the land generally shown on the indicative plans in, or described in, Part F of Annexure C.

## 2C.3 **PLAN OF SUBDIVISION – WESTERN LINK LAND**

- (a) RMS and the Asset Trustee acknowledge and agree that, before the M5 West New Lease can be registered with the LPI, a Plan of Subdivision must be registered with the LPI, which subdivides the M5 West Motorway Stratum from adjacent land.
- (b) RMS will, as soon as the areas which comprise the M5 West Motorway Stratum have been agreed or determined in accordance with this paragraph 2C, procure the preparation of:
  - (i) a Plan of Subdivision which subdivides the M5 West Motorway Stratum from adjacent land; and
  - (ii) any other document reasonably required to effect registration of the Plan of Subdivision in a form agreed between the parties (acting reasonably),

(together the **M5 West Subdivision Documents**) and procure the registration of the M5 West Subdivision Documents at LPI its own cost.

## 2D **LICENSED MAINTENANCE AREAS**

- (a) The parties acknowledge and agree that:
  - (i) the Licensed Maintenance Areas for the New M5 Motorway, the M5 East Motorway and the M5 West Motorway will be those areas necessary to operate any intelligent transportation system devices (such as variable message signs, closed circuit television, tunnel closure traffic lights and moveable medians) which are:

- (A) located outside of the New M5 Motorway Stratum, the M5 East Motorway Stratum and the M5 West Motorway Stratum;
  - (B) required for the operation of the New M5 Motorway in the New M5 Motorway Stratum, the M5 East Motorway in the M5 East Motorway Stratum or the M5 West Motorway in the M5 West Motorway Stratum; and
  - (C) connected to the Operations Management Control System; and
- (ii) the Licensed Maintenance Areas for the New M5 Motorway will only comprise those areas of land (if any) generally as shown in the indicative outline plans and drawings which appear in Part A of Appendix A, subject to any changes to those areas of land which are agreed or determined in accordance with paragraph 2D(b);
  - (iii) the Licensed Maintenance Areas for the M5 East Motorway will only comprise those areas of land (if any) generally as shown in the indicative outline plans and drawings which appear in, or as described in the coordinates set out in, Part B of Appendix A, subject to any changes to those areas of land which are agreed or determined in accordance with paragraph 2D(b); and
  - (iv) the Licensed Maintenance Areas for the M5 West Motorway will only comprise those areas of land (if any) generally as described in the coordinates set out in Part C of Appendix A, subject to any changes to those areas of land which are agreed or determined in accordance with paragraph 2D(b).
- (b) Without limiting clause 11.4 of this deed, the parties acknowledge and agree as follows:
- (i) the Project Trustee may notify RMS that the Licensed Maintenance Areas require further refinement and amendment and may request that further refinement and amendment be agreed or determined in accordance with this paragraph 2D(b);
  - (ii) as soon as practicable after receipt by RMS of a notice issued by the Project Trustee under section 2D(b)(i), the Project Trustee and RMS must form a project team which:
    - (A) comprises at least one member from each of RMS and the Project Trustee; and
    - (B) meets regularly to discuss and seek to agree the areas to comprise the Licensed Maintenance Areas by:
      - (aa) in relation to the New M5 Motorway, the Date of Opening Completion;
      - (bb) in relation to the M5 East Motorway, the M5E Transfer Date; and
      - (cc) in relation to the M5 West Motorway, the M5W Transfer Date; and
  - (iii) if the parties are unable to agree on the Licensed Maintenance Areas by the date referred to in section 2D(b)(ii)(B)(aa), (bb) or (cc) (as applicable), then RMS must, acting reasonably, determine the Licensed Maintenance Areas by reference to what is reasonably necessary to operate the devices referred to

in section 2D(a)(i), and RMS will notify the Project Trustee in writing of such determination.

### 3. **THE M5 LEASES**

- (a) Subject to the Trustees complying with all of their obligations under this Schedule and subject to paragraph 3(e), on the Commencement Date, RMS must grant the Asset Trustee, and the Asset Trustee must accept from RMS:
  - (i) in respect of the New M5 Motorway Stratum, the M5 East Motorway Stratum and the M5 West Motorway Stratum a lease each commencing on the Commencement Date upon and subject to the terms, covenants and conditions set out in the draft lease comprising Exhibit D; and
  - (ii) in respect of the New M5 Motorway, the M5 East Motorway and the M5 West Motorway, a licence to access the Licensed Maintenance Areas upon and subject to the terms, covenants and conditions set out in the draft leases comprising Exhibit D.
- (b) The commencement of each of the M5 Leases will not relieve or discharge either RMS or the Asset Trustee from the performance of any of its obligations hereunder which remain to be performed at or after the Commencement Date of each of the M5 Leases.
- (c) RMS must either insert, or authorise the insertion of, the following in each of the M5 Leases:
  - (i) the Commencement Date, the Expiry Date and the Term;
  - (ii) the date of execution of the relevant M5 Lease;
  - (iii) the then current title reference for the part of the Motorway Stratum to be demised by the relevant M5 Lease; and
  - (iv) such other necessary information and formal matters as may be reasonably required to give effect thereto.
- (d) RMS and the Asset Trustee must execute each of the M5 Leases in the following manner:
  - (i) RMS must give the relevant M5 Lease and a duplicate of it to the Asset Trustee as soon as practicable after the completion of the documentation contemplated by paragraph 3;
  - (ii) the Asset Trustee or its solicitors must return the relevant M5 Lease and the duplicate of it within 10 Business Days of receiving it;
  - (iii) RMS must, within 10 Business Days of receiving the relevant M5 Lease and the duplicate of it from the Asset Trustee, execute and then return the relevant M5 Lease and the duplicate copies to the Asset Trustee;
  - (iv) RMS must promptly produce certificates of title for the Motorway Stratum to the LPI when the Asset Trustee requests it to allow the Asset Trustee to register the relevant M5 Lease; and
  - (v) the Asset Trustee must have the relevant M5 Lease and the duplicate of it registered (at the Asset Trustee's cost) and must give to RMS the stamped duplicate of the relevant M5 Lease within 10 Business Days as well as a copy

of the registered M5 Lease within 10 Business Days of receipt of that document from the LPI.

- (e) RMS reserves the right to make any necessary alterations to each of the M5 Leases in form or layout to comply with any present or future requirements of the LPI or any other appropriate authority and the Asset Trustee authorises RMS to make those alterations.

#### 4. **THE M5 SUB-LEASES**

The parties acknowledge that on the Commencement Date, Asset Trustee must grant the Project Trustee, and the Project Trustee must accept from Asset Trustee:

- (a) in respect of the New M5 Motorway Stratum, the M5 East Motorway Stratum and the M5 West Motorway Stratum a sub-lease each commencing on the Commencement Date upon and subject to the terms, covenants and conditions set out in clause 2.1(c) and Schedule 2 of the draft sub-lease comprising Exhibit D; and
- (b) in respect of the New M5 Motorway, the M5 East Motorway and the M5 West Motorway, a licence to access the Licensed Maintenance Areas upon and subject to the terms, covenants and conditions set out in the draft sub-leases comprising Exhibit D.

#### 5. **ADDITIONAL LAND LEASE**

If Additional Land has been acquired, RMS must:

- (a) if that Additional Land has been acquired or obtained in the form of an easement, ensure that the benefit of that easement extends to RMS, any person authorised by RMS and any other person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by any of them, the rights and obligations under such easements being reasonably acceptable to the Asset Trustee, and register that easement; or
- (b) otherwise, grant a lease of that Additional Land to the Asset Trustee on substantially the same terms and conditions as the New M5 Main Works Lease, except that:
  - (i) the definition of "Rent" in the New M5 Main Works Lease will be amended to read "means, in respect of any Rent Period, the amount of \$1" for the purposes of the lease of that Additional Land;
  - (ii) the Term of the lease of such Additional Land will commence on the date of its grant and expire on the Expiry Date; and
  - (iii) paragraph 3 will apply in respect of any lease of such Additional Land as if:
    - (A) references to "M5 Lease" in that clause were references to the lease contemplated under this paragraph 5;
    - (B) references to "New M5 Motorway Stratum" in that clause were references to the Additional Land;
    - (C) no references were made to "Licensed Maintenance Areas"; and
    - (D) references to "Date of Completion" were to the later of the Commencement Date and the date on which the Additional Land was acquired.

**APPENDIX A - LICENSED MAINTENANCE AREAS**

**Part A - Indicative New M5 Motorway Licensed Maintenance Area Plans**

**Part B - Indicative M5 East Motorway Licensed Maintenance Area Plans**

**Part C - Indicative M5 West Motorway Licensed Maintenance Area Plans**

**APPENDIX B – M5 EAST MOTORWAY STRATUM**

**Part A - Plans of surface road components of the M5 East Motorway**



**Part B - Variations to surface road components of the M5 East Motorway (as shown in Part A)**

The drawings referred to Tables 2 and 3 forming this Part B of Appendix B are contained in Part A of Appendix A.

**Part C - Indicative Plans of the KGI Works**

**APPENDIX C – M5 WEST MOTORWAY STRATUM**

**Part A - M5 West Lease (registered number 2022295) and Variations of Lease**

**Part B - M5 West Lease (registered number AH63805)**

**Part C - Western Link Lease**

#### **Part D - M5 West Bridge Piers**

The bridge piers located beneath the M5 West Motorway at Queen Street, Revesby and Nuwarra Road, Moorebank.

**Part E - Variations to Western Link Land (exclusions)**

## **Part F - Variations to Western Link Land (inclusions)**

The Western Link Land will include:

1. the bridges crossing the Georges River immediately west of the Moorebank Interchange generally as shown in pink on the indicative plans below; and
2. the westbound exit ramp of the M5 West Motorway to the Hume Highway at Liverpool generally as shown in green on the indicative plans below.



**APPENDIX D - LINE MARKING AND PAVEMENT COURSE RE-SHEETING ON THE M5 EAST  
MOTORWAY**

**APPENDIX E –INDICATIVE BOUNDARY OF SPI LEASE AREA**

## **SCHEDULE 23**

### **Requirements of Third Party Agreements**

(Clause 9.18)

**1. NO LIMITATION ON DEED**

Nothing in this Schedule 23 limits RMS's rights or affects each Trustee's obligations under any clause of this deed.

**2. INTERPRETATION OF THIS SCHEDULE**

A reference to "WDA" in section 3 of this Schedule 23 should be read as a reference to "WDA or WDA's novatee or assignee".

**3. INTERLINK INTERFACE AGREEMENT**

(a) The Asset Trustee:

(i) acknowledges that the Minister for Roads, Maritime and Freight, RMS, WDA and Interlink have entered into the Interlink Interface Agreement; and

(ii) must, in performing the Asset Trustee's Activities:

(A) unless otherwise directed by RMS comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Interlink Interface Agreement to the extent that they apply or relate to the New M5 Interface Works (as defined in the Interlink Interface Agreement) as if it were named as WDA in the Interlink Interface Agreement so as to ensure that WDA is able to fully meet those obligations under the Interlink Interface Agreement or otherwise at law except to the extent that the table below:

(aa) provides that the Asset Trustee is not required to comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the Asset Trustee's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the Asset Trustee in this Schedule 23 that are additional to or more stringent or onerous than the conditions and requirements described in section 3(a)(ii)A of this Schedule 23;

(iii) must assist RMS and WDA in any way that RMS reasonably requires to enable RMS and WDA to perform any obligations under or in connection with the Interlink Interface Agreement; and

(iv) may not exercise any of WDA's or RMS's directions or rights under the Interlink Interface Agreement unless it has obtained RMS's prior written consent.

- (b) The Asset Trustee acknowledges that:
  - (i) the Interlink Interface Agreement provides a process for the New M5 Interface Works to be designed and constructed; and
  - (ii) it must design and construct the New M5 Interface Works in accordance with the requirements of the Interlink Interface Agreement, this Schedule 23 and this deed.
  
- (c) Where the Interlink Interface Agreement provides that:
  - (i) WDA or RMS must; or
  - (ii) WDA or RMS must ensure that its contractors will,  
  
do something or comply with an obligation which applies or relates to the New M5 Interface Works, the Asset Trustee must in performing the Asset Trustee's Activities, do that thing or comply with that obligation.
  
- (d) Where the Interlink Interface Agreement provides for WDA to provide a document, notice or information to Interlink, the New M5 Independent Certifier or the Condition Consultant which relates to the New M5 Interface Works, the Asset Trustee:
  - (i) must not provide any such document, notice, information or comments directly to Interlink, the New M5 Independent Certifier or the Condition Consultant; and
  - (ii) must provide such document, notice, information or comments to RMS within a reasonable time sufficient for RMS to review and comment on the document, notice or information or consider the comments and provide the document, notice, information or comments to WDA within sufficient time for WDA to review and comment on the document, notice or information and provide it to Interlink, the New M5 Independent Certifier or the Condition Consultant within the time period required by the Interlink Interface Agreement.
  
- (e) The Asset Trustee must, in carrying out the Asset Trustee's Activities:
  - (i) comply with any reasonable directions of RMS's Representative in relation to compliance with the conditions and requirements of the Interlink Interface Agreement which apply or relate to the New M5 Interface Works or the Asset Trustee's Activities or other requirements of Interlink;
  - (ii) ensure that no act or omission of the Asset Trustee constitutes, causes or contributes to any breach by RMS or WDA of its obligations to Interlink under the Interlink Interface Agreement or otherwise at law; and
  - (iii) otherwise act consistently with the terms of the Interlink Interface Agreement.
  
- (f) Whenever, pursuant to the terms of the Interlink Interface Agreement, WDA makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Interlink under any clause of the Interlink Interface Agreement which is in any way connected with the New M5 Interface Works then, subject to what is provided in this Schedule 23 and the other terms of this deed, the Asset Trustee is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to RMS and WDA on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by

WDA under the Interlink Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

- (g) The Asset Trustee acknowledges that to the extent that the Interlink Interface Agreement contains a provision pursuant to which Interlink is stated to make no representation as to a state of affairs, the Asset Trustee agrees that RMS similarly makes no representation to the Asset Trustee in respect of that state of affairs in the same way as if the relevant terms of the Interlink Interface Agreement were set out fully in this deed.
- (h) Nothing in the Interlink Interface Agreement or this Schedule 23 limits RMS's rights or the Asset Trustee's obligations in relation to Opening Completion or Completion or the rectification of Defects under this deed.
- (i) The Asset Trustee must indemnify RMS from and against any claim by Interlink or WDA against RMS or any Liability of RMS to Interlink or WDA arising out of or in any way in connection with the Interlink Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the Asset Trustee's Activities:
  - (i) provided that the Asset Trustee's responsibility to indemnify RMS will be reduced to the extent that a negligent act or omission of RMS or WDA or an agent of RMS or WDA contributed to the Liability or claim; and
  - (ii) except to the extent it is limited in this Schedule 23 (including section 3(j) of this Schedule 23).
- (j) The Asset Trustee will only be liable to RMS for any Liability arising out of clause 9.1(b)(i) of the Interlink Interface Agreement which relates to Interlink's third party costs and expenses or clause 14 of the Interlink Interface Agreement:
  - (i) to the extent that RMS incurs a Liability to Interlink or WDA arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the Asset Trustee or its Related Parties; or
  - (ii) where the Asset Trustee would otherwise be liable to RMS pursuant to a provision of this deed in respect of the matter.
- (k) The Asset Trustee:
  - (i) bears the full risk of:
    - (A) it complying with the obligations under this Schedule 23; and
    - (B) any acts or omissions of Interlink or its employees, agents, contractors or officers; and
  - (ii) will not be entitled to make, and RMS will not be liable upon, any Claim arising out of or in any way in connection with:
    - (A) the risks referred to in section 3(k)(i) of this Schedule 23; or
    - (B) any acts or omissions of Interlink or its employees, agents, contractors or officers.
- (l) For the purpose of this Schedule 23, any reference in the Interlink Interface Agreement to "Responsible Parties" must be read as a reference to:

- (i) the Asset Trustee and each of the directors, employees, officers, representatives, agents, contractors and consultants of the Asset Trustee; and
- (ii) the subcontractors of the Asset Trustee and each of their sub-subcontractors and the directors, employees, officers, representatives, agents, contractors and consultants of the subcontractors of the Asset Trustee and their sub-subcontractors,

who are involved in the execution of, or in any performance of, any things and tasks which the Asset Trustee is, or may be, required to carry out or do under the Interlink Interface Agreement (to the extent relating to the New M5 Interface Works) or this deed.

Clause	Obligations which are not required to be performed by the Asset Trustee
3.1(b)	All
5(f)	The Asset Trustee will not be required to comply with this clause, except that the Asset Trustee must, if requested by RMS, procure that a representative with appropriate skill and experience attends any meeting contemplated by this clause.
6.3	All
6.5(a) and (b)	All
6.7	All
9.4(c)	The Asset Trustee will not be required to comply with this clause, except that the Asset Trustee must provide all documents, assistance and co-operation reasonably requested by RMS (and within the time requested by RMS) in connection with a dispute under this clause.
12.2	All
13.1	The Asset Trustee will be required to indemnify RMS only to the extent that the relevant action, claim, cost, loss, expense or damage arises due to a breach by or an act or omission of the Asset Trustee or any Responsible Party (as read in light of clause 3(l) of this Schedule 23).  The Asset Trustee's liability under this indemnity will be reduced proportionately to the extent that the relevant action, claim, cost, loss, expense or damage arises from any breach of this deed by RMS.
16	The Asset Trustee will not be required to comply with this clause, except that the Asset Trustee must provide all documents, assistance and co-operation reasonably requested by RMS (and within the time requested by the RMS) in connection with a dispute under this clause.

#### 4. COMMON DISPUTES

- (a) In this section 4 of this Schedule 23:

**Third Party** means a party to a Third Party Agreement other than RMS.

**Common Dispute** means a Dispute under this deed which is concerned with matters that also arise in respect of the respective rights and obligations of RMS and a Third Party under or in connection with a Third Party Agreement, including where:

- (i) RMS is in breach of a provision of this deed to the extent such a breach is caused by a Third Party under its respective Third Party Agreement;
- (ii) RMS is entitled to obtain remedies or benefits under or in connection with a Third Party Agreement which are similar to remedies or benefits claimed by a Trustee in a Claim by a Trustee under this deed;
- (iii) a Trustee has rights against RMS under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and RMS has similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
- (iv) a Trustee has a Claim against RMS and RMS has a Claim against a Third Party based on the same or similar events or circumstances.

- (b) In the event that there is a Common Dispute, RMS may, in its absolute discretion:

- (i) determine that the Common Dispute be resolved in accordance with the provisions of this section 4 of this Schedule 23; and
- (ii) notify a Trustee in writing of its decision within 18 Business Days of the Common Dispute arising,

in which case section 4(c) to 4(i) of this Schedule 23 will then apply in respect of that Common Dispute.

- (c) In the event that, in accordance with section 4(b) of this Schedule 23, RMS determines that a Common Dispute is to be resolved in accordance with this section 4 of this Schedule 23 and notifies a Trustee in writing of this decision, then:

- (i) clauses 1.3, 1.4, 1.5, 1.6, 1.7 and 1.8 of Schedule 4 will not apply to the resolution of the Common Dispute that is the subject of RMS's notice; and
- (ii) each Trustee acknowledges and agrees, that the purpose of this section 4 of this Schedule 23 is:
  - (A) to provide each Trustee with comparable remedies and entitlements in respect of Common Disputes, and to limit the rights of each Trustee against RMS in respect of Common Disputes by reference to RMS's rights and entitlements under or in connection with Third Party Agreements; and
  - (B) not to reduce or disentitle or otherwise affect the validity of any Claim by RMS against a Third Party under, arising out of, or in any way in connection with the relevant Third Party Agreement.

- (d) In respect of all Common Disputes:
- (i) the entitlement of a Trustee to receive compensation from RMS, and RMS's liability to pay compensation to a Trustee, will only arise at the time the relevant Common Dispute is resolved or determined;
  - (ii) if any compensation is payable by RMS to a Trustee under this deed in respect of a Common Dispute, a Trustee will have the same entitlement to recover compensation under this deed as RMS has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
  - (iii) any rights a Trustee has against RMS will not exceed the equivalent rights to which RMS is entitled under the relevant Third Party Agreement; and
  - (iv) RMS will pass through to the Trustee the proportion of any compensation (including damages or other form or relief) to which RMS is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
    - (A) to the extent that this is referable to the Trustee, including any Liability, Claim or Loss of the Trustee; and
    - (B) determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.
- (e) RMS agrees to:
- (i) request of, where possible, the relevant Third Party, that the Asset Trustee be permitted to directly make representations in respect of the Common Dispute;
  - (ii) if RMS is unable to obtain the Third Party's consent as contemplated under section 4(e)(i) of this Schedule 23, make on behalf of the Asset Trustee whatever representations in respect of the Common Dispute that the Asset Trustee reasonably requests; and
  - (iii) provide:
    - (A) regular updates to the Asset Trustee; and
    - (B) whatever information and documents the Asset Trustee reasonably requests,as to the progress of the Common Dispute.
- (f) RMS's liability to the Asset Trustee in respect of the subject matter of a Common Dispute:
- (i) is satisfied by payment to the Asset Trustee in accordance with this section 4 of this Schedule 23; or
  - (ii) if the Third Party is not liable to RMS, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:
    - (A) RMS has complied with its obligations under this section 4 of this Schedule 23 with respect to recovery of RMS's and the Asset Trustee's entitlements from the Third Party; and



- (B) all appeals from such determination have been exhausted.
- (g) The Asset Trustee agrees:
- (i) to provide all documents, assistance, and cooperation reasonably requested by RMS (and in the time requested by RMS) in connection with the Common Dispute;
  - (ii) that where a Third Party Agreement contemplates:
    - (A) alternative dispute resolution (including arbitration and expert determination):
      - (aa) a like process will apply to the Common Dispute between the parties; and
      - (bb) the Asset Trustee consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
    - (B) litigation, the Asset Trustee consents to the Common Dispute being consolidated with (or heard together with) that litigation; and
  - (iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the rights and obligations of the Asset Trustee under this deed.
- (h) The entitlement of the Asset Trustee to a remedy in respect of a Common Dispute will not be reduced to the extent to which RMS's entitlements under a Third Party Agreement are reduced or extinguished due to RMS's breach or failure to comply with the Third Party Agreement or other act or omission by RMS (in either case to the extent not caused by the Asset Trustee).
- (i) Any payment to which the Asset Trustee is entitled under this section 4 of this Schedule 23 in respect of a Common Dispute shall be paid by RMS to the Asset Trustee within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.
- (j) If at any time any provision of this Schedule 23 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
- (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Schedule 23; or
  - (ii) the legality, validity or enforceability under law of any other jurisdiction of that or any other provision of this Schedule 23.
- (k) Despite the existence of a Common Dispute between the parties to this deed, the parties must continue to comply with and perform their obligations under this deed.
- (l) Section 4 of this Schedule 23 will survive termination of this deed.

**SCHEDULE 24**

**Third Party Agreements**

(Clause 9.18)

**SCHEDULE 25**

**Not Used**

## SCHEDULE 26

### Site Access Schedule

(Clause 11.1)

#### 1. DEFINITIONS

Words and expressions not defined in this Site Access Schedule (**Schedule**) will have the same meaning as the words and expressions defined in this deed, except to the extent to which the context otherwise requires, and:

**Construction Site Drawings** means the plans on the CDs attached to Part C to this Schedule. A parcel of land shown on a Construction Site Drawing may have one or more of its boundaries defined as shown on that Construction Site Drawing (either in addition to, or in the place of, any boundary shown on survey plans lodged with and registered by Land and Property Information).

**Mainline Tunnel Chainage** means the chainage marked in blue in the Construction Site (Tunnel substratum) drawings attached to Part C of this Schedule.

**Ramps Chainage** means the chainage marked in green in the Construction Site (Tunnel substratum) drawings attached to Part C of this Schedule.

#### 1A. INTERPRETATION

- (a) The New M5 Main Works Site referred to in paragraph (a) of the definition of "New M5 Main Works Site" is described in Part A (Construction Site (Surface Land)) and the Construction Site Drawings titled "Construction Site (Surface Land)" and "Construction Site (PT Areas)" in Part C of this Schedule.
- (b) The Temporary Areas are described in Part A (Construction Site (Surface Land)) and the Construction Site Drawings titled "Construction Site (Surface Land)" and "Construction Site (PT Areas)" in Part C of this Schedule.
- (c) The Local Areas are described in Part A (Construction Site (Surface land)) and the Construction Site Drawings titled "Construction Site (Surface Land)" and "Construction Site (PT Areas)" in Part C of this Schedule.
- (d) The tunnel substratum referred to in paragraph (b) of the definition of "New M5 Main Works Site" is made up of the main line tunnel substratum, tunnel ramps substratum, ventilation tunnels and temporary access tunnels substratum and cut and cover substratum. Each element of this tunnel substratum is described in the Construction Site Drawing titled "Construction Site (Tunnel Substratum)" in Part C (Construction Site Drawings) of this Schedule, as varied in accordance with section 4.2.
- (e) All coordinates identified in the Construction Site Drawings are MGA-94 Zone 56 coordinates based on the Geocentric Datum of Australia (GDA).
- (f) Offsets to boundaries identified in the Construction Site Drawings to define a land parcel are offsets to boundaries shown on survey plans lodged with and registered by Land and Property Information.

#### 2. INTRODUCTION

- (a) This Schedule contains three parts:
  - (i) Part A – Construction Site (Surface land);

- (ii) Part B – Construction Site (Tunnel substratum); and
  - (iii) Part C – Construction Site Drawings.
- (b) Part A of the Schedule is subject to the requirements of:
- (i) the Project Documents; and
  - (ii) any other document and any condition referred to in this Schedule, including in the "Conditions of Access" column in Table 1 in Part A of this Schedule,
- and, in particular, must be read in conjunction with clauses 11.3, 11.4 and 18 of this deed, Schedules 19 and 21 to this deed and sections 1.3 and 5.1 and Appendix A.2 of Part A of the SWTC.
- (c) Part B of the Schedule is subject to the requirements of:
- (i) the Project Documents; and
  - (ii) any other document and any condition referred to in this Schedule, including in the "Conditions of Access" column in Table 3 in Part B of this Schedule,
- and, in particular, must be read in conjunction with clauses 11.3, 11.4 and 18 of this deed, Schedules 19, 21 and 22 to this deed and sections 1.3 and 5.1 and Appendix A.2 to, Part A of the SWTC.
- (d) Part C of the Schedule contains a CD that includes the Construction Site Drawings.

### 3. EXPLANATION OF PART A – CONSTRUCTION SITE (SURFACE LAND)

#### 3.1 Explanation of tables

Part A of this Schedule comprises 2 tables.

Table 1 comprises 10 columns as follows:

- (a) **SAS No** is the unique number marking identifying each specific parcel of land within the Construction Site (Surface land) as shown in the Construction Site Drawings attached to Part C of this Schedule.
- (b) **Lot No** is the Land and Property Information, NSW registered lot number of the specific parcel of land corresponding with the relevant number in the "SAS No" column (where applicable).
- (c) **DP/SP No** is the deposited plan number registered at Land and Property Information, NSW of the specific parcel of land corresponding with the relevant number in the "SAS No" column (where applicable).
- (d) Not used.
- (e) **Location** is the street address (or, where applicable, description of the location of Local Road, Motorway Reserve Land, or other parcel of land) in respect of the specific parcel of land corresponding with the relevant number in the "SAS No" column. The location description is included for illustrative purposes only and RMS has no obligation to give the Asset Trustee, its Related Parties or its invitees access to any area referred to in the "Location" column that is not also described in the "Lot No", "DP/SP No" and "Required Area" columns and shown in the Construction Site Drawings.

- (f) **Required Area** is the required area of the specific parcel of land corresponding with the relevant number in the "SAS No" column. In the "Required Area" column:
- (i) "Full Area" indicates that all of the relevant parcel of land forms part of the Construction Site and is unrestricted in height and depth;
  - (ii) "PT AREA" indicates that part of the relevant parcel of land forms part of the Construction Site and is unrestricted in height and depth; and
  - (iii) "PT (air)" indicates that the air space above the surface level of the relevant parcel of land forms part of the Construction Site.
- (g) **Date for Access** is the date on which RMS will give the Asset Trustee access to the parcel of land corresponding with the relevant number in the "SAS No" column and must be read in conjunction with the "Conditions of Access" column.
- The Asset Trustee may access the parcels of land identified as SAS No's 217, 221, 243, 252, 259, 269, 281, 338, 345, 352, 360, 388 and 398 prior to the relevant Date for Access for the purposes of field works required for phase 2 contamination investigation and site investigation works only subject to compliance with the Conditions of Access identified for the relevant parcels of land.
- (h) **Extent of Work** is the type of works (either Project Works (including any Temporary Works required to complete those Project Works) or Temporary Works) that may be carried out on the parcel of land corresponding with the relevant number in the "SAS No" column subject to the other requirements of this deed.
- (i) **Conditions of Access** are terms and conditions which the Asset Trustee must comply with in respect of the access to and/or use and occupation of the relevant parcel of land corresponding with the relevant number in the "SAS No" column.
- (j) **Area Type** is the categorisation of the land corresponding with the relevant number in the "SAS No" column as either part of the New M5 Main Works Site, a Local Area or a Temporary Area.
- (k) **Drawing Reference** refers to the Construction Site Drawing on which the land corresponding with the relevant number in the "SAS No" column is shown.

Table 2 identifies the parts of the Construction Site that are subject to staged handover requirements identified in clause 11.12 and the access expiry dates for these staged handover areas.

### 3.2 General terms and conditions of access

- (a) The contents of the "Conditions of Access" column do not limit the Asset Trustee's obligations to comply with Part A of the SWTC and the Project Documents.
- (b) Any conditions set out or referred to in Appendix A.2 of Part A of the SWTC that apply in respect of:
- (i) the New M5 Main Works Site;
  - (ii) Local Areas; or
  - (iii) Temporary Areas,

are deemed to be included in the "Conditions of Access" column of Table 1 in Part A of this Schedule where relevant with respect to any parcel of land.

- (c) The Asset Trustee's obligations under clause 11.3 of this deed and section 5.1 of Part A of the SWTC are deemed to be included in the "Conditions of Access" column of Table 1 in Part A of this Schedule where relevant with respect to any parcel of land.

#### **4. EXPLANATION OF PART B – CONSTRUCTION SITE (TUNNEL SUBSTRATUM)**

##### **4.1 Explanation of tables**

Part B of this Schedule comprises 4 tables as follows:

- (a) Table 1: Mainline Tunnel

The Date for Access for each section of the tunnel substratum for the mainline tunnels listed in Table 1 is the date on which RMS will give the Asset Trustee access to the relevant area of the tunnel substratum referred to in Table 1.

- (b) Table 2: Tunnel Ramps

The Date for Access for each section of tunnel substratum for the tunnel ramps listed in Table 2 is the date on which RMS will give the Asset Trustee access to the relevant area of the tunnel substratum referred to in Table 2.

- (c) Table 3: Ventilation Tunnels and Temporary Access Tunnels

The Date for Access for each section of tunnel substratum for ventilation tunnels and temporary access tunnels listed in Table 3 is the date on which RMS will give the Asset Trustee access to the relevant area of the tunnel substratum referred to in Table 3.

- (d) Table 4: Cut-and-Cover

The Date for Access for each section of tunnel substratum for the cut-and-cover listed in Table 4 is the date on which RMS will give the Asset Trustee access to the relevant area of tunnel substratum referred to in Table 4.

##### **4.2 Variations to the tunnel substratum**

The parties acknowledge and agree that:

- (a) subject to section 4.2(b), the tunnel substratum is defined in the Construction Site (Tunnel Substratum) drawings in Part C of this Schedule;
- (b) the Asset Trustee may notify RMS that the tunnel substratum referred to in section 4.2(a) requires further refinement and amendment and may request that further refinement and amendment be agreed or determined in accordance with this section 4.2;
- (c) as soon as practicable after the date of this deed, the Asset Trustees must form a project team which:
  - (i) comprises at least one member from each of RMS, the Asset Trustee and the Contractor; and
  - (ii) meets regularly to discuss and seek to agree any refinement and amendment of the tunnel substratum referred to in section 4.2(a) by the date which is 12 months before the relevant dates for access set out in the tables in Part B of this Schedule;

- (d) the following principles will be applied in agreeing or determining any refinement and amendment of the tunnel substratum:
  - (i) the tunnel substratum will be an underground stratum lot limited in height, width and depth;
  - (ii) the tunnel substratum will typically be rectangular in shape when viewed in cross-section, with a variable envelope depending on operational requirements;
  - (iii) subject to paragraphs (d)(iv) and (d)(v), the height, width and depth of the stratum lot referred to in paragraph (d)(i) will be determined by reference to the New M5 Main Works as described in the then current Design Documentation provided by the Asset Trustee;
  - (iv) the tunnel substratum must be at least 5 metres below the surface level of the land, except where underground structures must make contact with the surface of the land (such as dive structures and ventilation tunnels);
  - (v) subject to paragraph (d)(vi), the tunnel substratum will include the following clearance and allowance areas, unless otherwise agreed by the parties:
    - (A) 10 metres plan clearance from the external sides of the mainline tunnels;
    - (B) 10 metres clearance above tunnel crown and 15 metres above caverns;
    - (C) 10 metres clearance around service adits, maintenance bays, tunnel connections to shafts, and the like;
    - (D) 20 metres allowance for ground anchors compared to the excavation pits, or relevant earth retaining structures; and
    - (E) 10 metres clearance from the outer edge of any structure or item requiring clearance that is not referred to in paragraphs (A) to (D);
  - (vi) the tunnel substratum must accommodate the safeguarding for a future "Southern Connector" and Stage 3 connection; and
  - (vii) the tunnel substratum must not extend above ground and must not include areas that are excessive to the Asset Trustee's or Project Trustee's reasonable requirements for the performance of the Asset Trustee's Activities or the Project Trustee's Activities;
- (e) if the parties are unable to agree on any refinement or amendments to the tunnel substratum referred to in section 4.2(a) by the date which is 12 months before the applicable dates for access set out in the tables in Part B of this Schedule, then RMS may determine these matters by reference to the principles referred to in section 4.2(d) and RMS will notify the Asset Trustee in writing of such determination;
- (f) notwithstanding anything to the contrary in this Schedule, any land outside the tunnel substratum defined in the Construction Site Drawings or determined in accordance with paragraph 4.2(d) which the Asset Trustee identifies after the date which is 12 months before the applicable dates for access set out in the tables in Part B of this Schedule as being required to be included in the tunnel substratum is Extra Land for the purposes of clause 11.4(b) of this deed;



- (g) following the tunnel substratum referred to in section 4.2(a) being refined or amended in accordance with this section 4.2, Part C of this Schedule is deemed to be amended to include drawings of the tunnel substratum (as refined or amended).

**Part A – Construction Site (Surface land)**

**Table 1**

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
1	36	DP827883	M5 West Motorway Reserve Land	PT Area	1/07/2018	Project Works		Local Area	WCXTR085 (Rev 4) Page 1 & Page 2  WCXTR107 (Rev 1) Page 1, Page 2, Page 3 & Page 4
2	2	DP818131	M5 West Motorway Reserve Land	PT Area	1/07/2018	Project Works		Local Area	WCXTR085 (Rev 4) Page 2  WCXTR107 (Rev 1) Page 4 & Page 5
3	1	DP1015531	M5 West Motorway Reserve Land	PT Area	1/07/2018	Project Works	Access is limited to the top surface of the existing M5 West Motorway bridge deck only.	Local Area	WCXTR085 (Rev 4) Page 2  WCXTR107 (Rev 1) Page 4
4	2	DP1015531	M5 West Motorway Reserve Land	PT Area	1/07/2018	Project Works	Access is limited to the top surface of the existing M5 West Motorway bridge deck only.	Local Area	WCXTR085 (Rev 4) Page 2  WCXTR107 (Rev 1) Page 4
5	3	DP818131	M5 West Motorway Reserve Land	PT Area	1/07/2018	Project Works		Local Area	WCXTR085 (Rev 4) Page 2 & Page 3  WCXTR107 (Rev 1) Page 5, Page 6 & Page 7
6	5	DP818131	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 2 & Page 3  WCXTR107 (Rev 1) Page 7
7	33	DP1076996	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 2 & Page 3  WCXTR107 (Rev 1) Page 7
8	34	DP1076996	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 2 & Page 3  WCXTR107 (Rev 1) Page 7 & WCXTR107 (Rev 2) Page 8
9	35	DP1076996	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 3  WCXTR107 (Rev 1) Page 7 & WCXTR107 (Rev 2) Page 8
10	36	DP1076996	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 3 & Page 4  WCXTR107 (Rev 1) Page 7, WCXTR107 (Rev 2) Page 8 & Page 9

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
11	39	DP1076996	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 2) Page 9
12	40	DP1076996	M5 East Motorway Reserve Land, adjacent to Elouera Street, Beverly Hills	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 2) Page 9
13	1045	DP13705	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 2) Page 9
14	1044	DP13705	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 2) Page 9
15			Portion of Road Reserve, Elouera Street, Beverly Hills	PT Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 2) Page 9
16	61	DP1076996	Portion of Road Reserve, Elouera Street, Beverly Hills	PT Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 2) Page 9
17	15	DP1076996	RMS land, vacant, 34 Elouera Street, North Beverly Hills	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4
18	44	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
19	16	DP1076996	Vacant land, 36 Elouera Street, North Beverly Hills	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4
20	45	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
21	17	DP1076996	Vacant land, 38 Elouera Street, North Beverly Hills	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
22	41	DP1076996	M5 East Motorway Reserve Land	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4  WCXTR107 (Rev 2) Page 9 & WCXTR107 (Rev 1) Page 10
23	46	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
24	23	DP1076996	Kirrang Street, Kingsgrove	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4
25	42	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
26	47	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
27	24	DP1076996	Portion of Road Reserve, Kirrang Street, Kingsgrove	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4
28	43	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
29	48	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
30	25	DP1076996	Kirrang Street, Kingsgrove	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4
31	26	DP1076996	Kirrang Street, Kingsgrove	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4
32	27	DP1076996	Kirrang Street, Kingsgrove	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
33	28	DP1076996	Kirrang Street, Kingsgrove	Full Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4
34A			Portion of Local Road, Kirrang Street, Beverly Hills, north of M5 East Motorway Reserve Land.	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 1) Page 10
34B			Portion of Local Road, Kirrang Street, Beverly Hills, north of M5 East Motorway Reserve Land.	PT Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 1) Page 10
35			Portion of Local Road, Kirrang Street, Beverly Hills, south of M5 East Motorway Reserve Land.	PT Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 WCXTR107 (Rev 1) Page 10
36	49	DP1076996	M5 East Motorway Reserve Land, adjacent to Kirrang Street, Beverly Hills	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
37	21	DP1076996	RMS land, vacant, 8 Kirrang Street, Beverly Hills	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4
38	1099	DP13705	Canterbury Golf Course	PT Area	8/02/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4 & Page 5 WCXTR107 (Rev 1) Page 10 & Page 11
39	50	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 & Page 5
40	22	DP1076996	RMS land, vacant, adjacent to shared path east of Kirrang Street, Beverly Hills	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 & Page 5
41	1463	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5 WCXTR107 (Rev 1) Page 11
42	1319	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5 WCXTR107 (Rev 1) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
43	2	DP456521	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 4 & Page 5  WCXTR107 (Rev 1) Page 10, Page 11 & Page 12
44			NOT USED						
45	1318	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11
46			Portion of Local Road, Kooemba Street, Beverly Hills, south of M5 East Motorway Reserve Land.	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 & Page 5  WCXTR107 (Rev 1) Page 11
47	17	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5
48	1317	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11
49	1	DP547347	Open drain, south of M5 Motorway Reserve Land, Beverly Hills	Full Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5
50	1316	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11
51	16	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5
52	1315	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11
53	1314	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
54	1313	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11
55	21	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 & Page 5
56	22	DP1079064	Open drain, south of M5 Motorway Reserve Land, Beverly Hills	Full Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5
57	1312	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11
58	1311	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11
59	1310	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 11 & Page 12
60A			Local Road, Eumina Street, Beverly Hills, adjacent to Canterbury Golf Course and M5 East Motorway Reserve Land.	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 4 & Page 5  WCXTR107 (Rev 1) Page 10, Page 11 & Page 12
60B			Local Road, Eumina Street, Beverly Hills, adjacent to Canterbury Golf Course and M5 East Motorway Reserve Land.	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 12
61	1309	DP13705	Canterbury Golf Course	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 5  WCXTR107 (Rev 1) Page 12
62	15	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5 & Page 6

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
63	8	DP1079064	Canterbury Golf Course	Full Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5
64	20	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
65	18	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5 & Page 6
66	3	DP1079064	Canterbury Golf Course	Full Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5
67	14	DP1079064	M5 East Motorway Reserve Land	Full Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5
68A	1	DP456521	Canterbury Golf Course	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
68B	1	DP456521	Canterbury Golf Course	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
69	13	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 3) Page 5 & Page 6
70	34	DP15737	Canterbury Golf Course	PT Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5 & Page 6 WCXTR107 (Rev 1) Page 12
71	1	DP1079064	Canterbury Golf Course	PT Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5 & Page 6 WCXTR107 (Rev 1) Page 12 & Page 13
72	7	DP1079064	Canterbury Golf Course	Full Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5 & Page 6



SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
73	12	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5 & Page 6
74	1462	DP13705	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 5 & Page 6
75			Accessway from Tallawalla Street Kingsgrove	PT Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 14
76	45	DP15737	Canterbury Golf Course	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
77A	44	DP15737	Canterbury Golf Course	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
77B	44	DP15737	Canterbury Golf Course	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
78A	43	DP15737	Canterbury Golf Course	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
78B	43	DP15737	Canterbury Golf Course	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
79	700	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
80	42	DP15737	Vacant land, Beverly Grove, north of Kindilan Underpass, Beverly Hills	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
81	701	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
82	11	DP1038625	Part of 34A Kindilan Street, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
83A	1	DP224270	Canterbury Golf Course	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
83B	1	DP224270	Canterbury Golf Course	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
84	24	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
85	10	DP1038625	Part of 34A Kindilan Street, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
86			Unknown land parcel, south of M5 East Motorway Reserve land near Kindilan underpass, Kingsgrove	Full Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
87	9	DP1038625	Part of 34A Kindilan Street, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
88	23	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
89	8	DP1038625	Part of 34A Kindilan Street, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
90	22	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
91A	7	DP1038625	Part of 34A Kindilan Street, Kingsgrove	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
91B	7	DP1038625	Part of 34A Kindilan Street, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
92	21	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
93A	6	DP1038625	Part of 34A Kindilan Street, Kingsgrove	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
93B	6	DP1038625	Part of 34A Kindilan Street, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
94	20	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
95A	5	DP1038625	Part of 34A Kindilan Street, Kingsgrove	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
95B	5	DP1038625	Part of 34A Kindilan Street, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13
96	19	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
97	18	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
98	4	DP1038625	Part of 34A Kindilan Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6
99	17	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
100	3	DP1038625	Part of 34A Kindilan Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6
101	16	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
102	6	DP1079064	RMS land, vacant, adjacent to shared path east of Kindilan Street underpass, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
103	11	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
104A	711	DP13496	Vacant land, end of Rosebank Avenue, Kingsgrove	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 15
104B	711	DP13496	Vacant land, end of Rosebank Avenue, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 13 & Page 15
105	19	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
106	712	DP13496	Vacant land, end of Rosebank Avenue, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6
107	46	DP18904	Part of 30 Kindilan Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6
108A			Vacant land, end of Rosebank Avenue, Kingsgrove	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 15
108B			Vacant land, end of Rosebank Avenue, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 15

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
109	713	DP13496	Part of 30 Kindilan Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6
110	15	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
111	714	DP13496	Part of 30 Kindilan Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6
112	14	DP1038625	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
113	2	DP1038625	Part of 30 Kindilan Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6
114	717	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
115	718	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
116			Open drain, south of M5 Motorway Reserve Land, Kingsgrove	PT Area	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7 & Page 8 WCXTR107 (Rev 1) Page 18
117			Portion of Local Road Reserve, adjacent to shared path near The Crescent, Kingsgrove	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 WCXTR107 (Rev 1) Page 16
118	719	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
119	1	DP1038625	Part of 30 Kindilan Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
120	4	DP1079064	RMS land, vacant, adjacent to shared path near The Crescent, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6
121	720	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
122	215	DP14705	Part of 109-115 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
123	721	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
124	32	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
125	214	DP14705	Part of 109-115 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
126	722	DP13496	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
127	213	DP14705	Part of 109-115 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
128	10	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
129	1	DP1077303	Part of 109-115 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
130	5	DP1079064	RMS land, vacant, adjacent to shared path near The Crescent, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
131	9	DP1079064	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
132	2	DP1077303	117 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
133			Portion of Access path from Armitree Street to M5 East.	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7  WCXTR107 (Rev 1) Page 15
134	183	DP14705	Part of 110-118 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
135	184	DP14705	Part of 110-118 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
136	33	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
137	14	DP1077303	RMS land, vacant, south of M5 East Motorway Reserve, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
138	185	DP14705	Part of 110-118 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
139	186	DP14705	Part of 110-118 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
140	3	DP1077303	Part of 110-118 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 6 & Page 7
141	34	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
142	15	DP1077303	RMS land, vacant, south of M5 East Motorway Reserve, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
143	189	DP14705	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
144	4	DP1077303	Part of 110-118 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7
145	16	DP1077303	RMS land, vacant, south of M5 East Motorway Reserve, Kingsgrove	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
146	84	DP14705	Part of 110-118 Armitree Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7
147	83	DP14705	100 Glamis Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7
148	35	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
149	5	DP1077303	102 Glamis Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7
150	81	DP14705	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
151	39	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
152			Portion of shared access path from Glamis Street, Kingsgrove.	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7 WCXTR107 (Rev 1) Page 17



SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
153	38	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 6 & Page 7
154	36	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
155	55	DP14705	Part of 101-103 Glamis Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7
156	37	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
157	6	DP1077303	Part of 101-103 Glamis Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7
158	58	DP14705	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
159	7	DP1077303	Part of 101-103 Glamis Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 7
160	59	DP14705	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
161	60	DP14705	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
162		SP37275	25 Garema Circuit, Kingsgrove	Full Area, except for tunnel substratum	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
163	41	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
164	42	DP1077303	M5 East Motorway Reserve Land	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 7
165A	40	DP1077303	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Project Works	The Asset Trustee must ensure public access to Karingal Street shared path underpass is maintained at all times.	New M5 Main Works Site	WCXTR085 (Rev 4) Page 6, Page 7 & Page 8  WCXTR107 (Rev 1) Page 15, Page 16, Page 17, Page 18 & Page 19
165B	40	DP1077303	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Temporary Works	The Asset Trustee must ensure public access to Karingal Street shared path underpass is maintained at all times.	Temporary Area	WCXTR085 (Rev 4) Page 8  WCXTR107 (Rev 1) Page 19
166	18	DP1077303	Open drain, south of M5 East Motorway Reserve Land, Kingsgrove	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8  WCXTR107 (Rev 1) Page 18
167	14	DP1005772	Open drain, south of M5 Motorway Reserve Land, Kingsgrove	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8  WCXTR107 (Rev 1) Page 18
168	20	DP1077303	Open drain, south of M5 East Motorway Reserve Land, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
169	21	DP1077303	Open drain, south of M5 East Motorway Reserve Land, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
170	22	DP1077303	Open drain, south of M5 East Motorway Reserve Land, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
171A	43	DP1077303	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 8  WCXTR107 (Rev 1) Page 19
171B	43	DP1077303	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8  WCXTR107 (Rev 1) Page 19
172	23	DP1077303	Open drain, south of M5 East Motorway Reserve Land, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 8

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
173	2	DP566805	32 Commercial Road, Kingsgrove	Full Area, except for tunnel substratum	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
174	24	DP1077303	RMS land, vacant, south of M5 East Motorway Reserve, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
175	1	DP566805	30A Commercial Road, Kingsgrove	Full Area, except for tunnel substratum	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
176			Unknown land parcel forming Driveway for 32 Commercial Road, Kingsgrove	Full Area, except for tunnel substratum	1/10/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
177	46	DP1077303	Portion of Karingal Street, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8
178	44	DP1077303	M5 East Motorway Reserve Land	Full Area, except for tunnel substratum	1/07/2016	Project Works	The Asset Trustee must ensure public access to Karingal Street shared path underpass is maintained at all times.	New M5 Main Works Site	WCXTR085 (Rev 4) Page 8
179	58	DP1069225	M5 East Motorway Reserve Land	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
180	18	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
181	17	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
182	16	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
183	15	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
184	9	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
185	14	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
186	51	DP1069225	M5 East Motorway Reserve Land	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
187	13	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
188	70	DP1069225	Portion of Bexley Road, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 22
189	12	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
190	55	DP1069225	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
191	11	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
192	10	DP1069225	RMS land, vacant, western side of Bexley Road, Kingsgrove	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
193	62	DP1069225	M5 East Motorway Reserve Land	Full Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9
194	52	DP1069225	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
195	61	DP1069225	M5 East Motorway Reserve Land	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 22
196	69	DP1069225	Portion of Bexley Road, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 22
197	68	DP1069225	Portion of Bexley Road, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 22
198A	59	DP1069225	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Project Works	The Asset Trustee must ensure pedestrian access to Bexley Road footbridge and associated footpaths along Bexley Road are maintained at all times.	New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
198B	59	DP1069225	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
198C	59	DP1069225	M5 East Motorway Reserve Land	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
198D	59	DP1069225	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 22
199A	60	DP1069225	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Project Works	The Asset Trustee must ensure pedestrian access to Bexley Road footbridge and associated footpaths along Bexley Road are maintained at all times.	New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
199B	60	DP1069225	M5 East Motorway Reserve Land	PT Area	1/07/2016	Temporary Works	The Asset Trustee must ensure pedestrian access to Bexley Road footbridge and associated footpaths along Bexley Road are maintained at all times.	Temporary Area	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
200	66	DP1069225	Portion of Bexley Road, Kingsgrove	PT Area	1/07/2016	Project Works	The Asset Trustee must ensure pedestrian access to Bexley Road footbridge and associated footpaths along Bexley Road are maintained at all times.	New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20
201	56	DP1069225	M5 East Motorway Reserve Land	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9 WCXTR107 (Rev 1) Page 20

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
202	53	DP1069225	M5 East Motorway Reserve Land	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9  WCXTR107 (Rev 1) Page 20
203	1	DP123743	RMS land, vacant, eastern side of Bexley Road, Earlwood	PT Area	1/07/2016	Temporary Works	The Asset Trustee must ensure access to the M5 East Motorway Bexley Substation is maintained at all times.  The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9  WCXTR107 (Rev 1) Page 21
204	1	DP1070237	RMS land, vacant, eastern side of Bexley Road, Earlwood	Full Area	1/07/2016	Temporary Works	The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9
205	65	DP1069225	Portion of Bexley Road, Kingsgrove	PT Area	1/07/2016	Project Works	The Asset Trustee must ensure pedestrian access to Bexley Road footbridge and associated footpaths along Bexley Road are maintained at all times.	New M5 Main Works Site	WCXTR085 (Rev 4) Page 9  WCXTR107 (Rev 1) Page 20
206	3	DP1070237	RMS land, vacant, eastern side of Bexley Road, Earlwood	Full Area	1/07/2016	Temporary Works	The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9
207	4	DP1070237	RMS land, vacant, eastern side of Bexley Road, Earlwood	Full Area	1/07/2016	Temporary Works	The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
208			Portion of open drain, south of M5 East Motorway Reserve, Kingsgrove	PT Area	1/10/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 9  WCXTR107 (Rev 1) Page 20
209	5	DP1070237	RMS land, vacant, eastern side of Bexley Road, Earlwood	Full Area	1/07/2016	Temporary Works	The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9
210	6	DP1070237	RMS land, vacant, eastern side of Bexley Road, Earlwood	Full Area	1/07/2016	Temporary Works	The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9
211	7	DP1070237	RMS land, vacant, eastern side of Bexley Road, Earlwood	Full Area	1/07/2016	Temporary Works	The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9
212	8	DP1070237	RMS land, vacant, eastern side of Bexley Road, Earlwood	Full Area	1/07/2016	Temporary Works	The Asset Trustee must ensure the M5 East Air Filtration Facility can be accessed, operated and maintained by RMS at all times and must not access or make any modifications to the infrastructure associated with the M5 East Air Filtration Facility.  Access is provided for the purposes of parking, laydown and storage, temporary offices and amenities only.	Temporary Area	WCXTR085 (Rev 4) Page 9
213A	1	DP329283	Kogarah Golf Course	PT Area, except for tunnel substratum	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10  WCXTR107 (Rev 1) Page 24

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
213B	1	DP329283	Kogarah Golf Course	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 10  WCXTR107 (Rev 1) Page 24 & Page 26
214A	14	DP213314	Kogarah Golf Course	PT Area, except for tunnel substratum	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10  WCXTR107 (Rev 1) Page 24
214B	14	DP213314	Kogarah Golf Course	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 10  WCXTR107 (Rev 1) Page 24
214C	14	DP213314	Kogarah Golf Course	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 10  WCXTR107 (Rev 1) Page 24 & Page 25
215A	1	DP108492	Kogarah Golf Course	PT Area, except for tunnel substratum	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10  WCXTR107 (Rev 1) Page 24
215B	1	DP108492	Kogarah Golf Course	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 10  WCXTR107 (Rev 1) Page 24 & Page 26
216			Portion of Local Road, Unwins Bridge Road, St Peters, between Campbell Street and Conway Place.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Unwins Bridge Road is maintained at all times; and  - maintain access to premises on either side of this portion of Unwins Bridge Road at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 2) Page 27 & WCXTR107 (Rev 1) Page 28
217	A	DP335583	316 Princes Highway, St Peters	Full Area, except for tunnel substratum	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/05/2016, subject to land owner consent, for the purposes of performing field works required for phase 2 contamination investigation only. Field works must be limited to drilling boreholes, conversion of boreholes to groundwater monitoring wells, and soil and groundwater sampling.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13
218			Local Road, Unwins Bridge Road, St Peters, at intersection with Bedwin Rd	Full Area	1/01/2017	Project Works	The Asset Trustee must ensure the traffic capacity of Unwins Bridge Road is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 11
219			Portion of Local Road, Bedwin Road, St Peters, between rail overbridge and May Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must ensure the traffic capacity of Bedwin Road is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 2) Page 27 & WCXTR107 (Rev 1) Page 28



SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
220			Local Road, May Street, St Peters, at intersection with Bedwin Rd	Full Area	1/01/2017	Project Works	The Asset Trustee must ensure the traffic capacity of May Street and Bedwin Road is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 11
221		SP35749	1 Canal Road, St Peters	Full Area, except for tunnel substratum	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/05/2016, subject to land owner consent, for the purposes of performing field works required for phase 2 contamination investigation only. Field works must be limited to drilling boreholes, conversion of boreholes to groundwater monitoring wells, and soil and groundwater sampling.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13
222	31	6/DP50790	136 May Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
223	201	DP573245	1 Brown Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
224			Portion of Local Road, Brown Street, St Peters, between Campbell Street and 80 metres south of Campbell Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must: <ul style="list-style-type: none"> <li>- ensure the traffic capacity of Brown Street is maintained at all times; and</li> <li>- maintain access to premises on either side of this portion of Brown Street at all times.</li> </ul>	Local Area	WCXTR085 (Rev 4) Page 11 WCXTR107 (Rev 1) Page 30
225	1	DP1139073	136-138 May Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
226	10	DP4435	132 May Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
227	11	DP4435	141 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
228	6	DP1105627	4 Brown Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
229	12	DP4435	139 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
230	13	DP4435	103 Hutchinson Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
231			Portion of Local Road, May Street, St Peters, between Campbell Street and 200 metres north of Campbell Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of May Street is maintained at all times; and - maintain access to premises on either side of this portion of May Street at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 2) Page 27 & WCXTR107 (Rev 1) Page 29
232	A	DP164037	2 Brown Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
233	B	DP164037	148 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
234	8	DP996790	134 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
235	2	DP739279	5 Florence Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
236	1	DP739279	3 Florence Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
237			Portion of Local Road, Hutchinson Street, St Peters, between Campbell Street and approximately 50 metres north of Campbell Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Hutchinson Street is maintained at all times; and - maintain access to premises on northern side of this portion of Hutchinson Street at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 30
238	2	DP1090919	Part of 132 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
239	1	DP1090919	Part of 132 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
240			Portion of Local Road, Florence Street, St Peters, between Campbell Street and 80 metres south of Campbell Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Florence Street is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 30
241A	9	DP879483	103 May Street, St Peters	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 28 & Page 29
241B	9	DP879483	103 May Street, St Peters	PT Area	1/01/2017	Project Works	Access provided for the purposes of construction, modification and reinstatement of stormwater drainage and detention basin only.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 27, Page 28 & Page 29
241C	9	DP879483	103 May Street, St Peters	PT Area	1/01/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 28 & Page 29
242	2	DP1106879	2 Florence Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
243	B	DP394647	Part of 5 Canal Road, St Peters	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.  Access to this lot will expire on the later of the Date of Completion or the Date for Completion.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13
244	1	DP741676	130 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
245	1	DP223228	128 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
246	2	DP223228	126 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
247	3	DP223228	124 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
248	4	DP223228	122 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
249	5	DP223228	120 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
250	1	DP65466	110-118 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
251			Local Road, Campbell Street, St Peters.	PT Area, except for tunnel substratum	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Campbell Street is maintained at all times; and - maintain access to premises on northern side of Campbell Street at all times.	Local Area	WCXTR085 (Rev 4) Page 11 & WCXTR085 (Rev 5) Page 12  WCXTR107 (Rev 2) Page 27, WCXTR107 (Rev 1) Page 28, Page 30, Page 31, Page 33, Page 34 & Page 35
252	A	DP391775	Part of 5 Canal Road, St Peters	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.  Access to this lot will expire on the later of the Date of Completion or the Date for Completion, except where subject to staged handover requirements.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13
253	13	DP1171350	108 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
254			Portion of Local Road, St Peters Street, St Peters, between Campbell Street and approximately 80 metres south of Campbell Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of St Peters Street is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 31
255	1	DP88319	104 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
256	1	DP581196	2 St Peters Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
257	1	DP737549	102 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
258	1	DP742792	100 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
259	X	DP421363	Part of 5A Canal Road, St Peters	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.  Access to this lot will expire on the later of the Date of Completion or the Date for Completion.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13
260	1	DP609488	96 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
261	2	DP609488	92-94 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
262	3	DP609488	90 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
263	4	DP609488	88 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
264	A	DP404221	84 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
265	B	DP404221	71 Church Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 43) Page 11
266	39	DP1151883	82 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
267	1	DP70437	Part of 80 Cambell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
268	1	DP945810	Part of 80 Cambell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
269	14	DP606737	Part of 5A Canal Road, St Peters	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.  Access to this lot will expire on the later of the Date of Completion or the Date for Completion, except where subject to staged handover requirements.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13
270			Portion of Local Road, Church Street, St Peters, between Campbell Street and 80 metres south of Campbell Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Church Street is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 31
271	1	DP950396	78 & 78A Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
272	22	DP192887	Part of 143 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
273			NOT USED						
274	1	DP502173	106 Church Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
275	1	DP794509	104 Church Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
276	A	DP349446	Part of 100 Church Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
277	B	DP349446	Part of 100 Church Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
278	21	DP192887	Part of 143 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
279	23	DP1138896	137 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
280	D	DP349446	Part of 133-135 Princes Highway	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
281	2	DP1168612	9 Canal Road, St Peters	Full Area, except for tunnel substratum	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.  Access to this lot will expire on the later of the Date of Completion or the Date for Completion, except where subject to staged handover requirements.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 12 & Page 13, and WCXTR085 (Rev 4) Page 16
282	C	DP349446	Part of 133-135 Princes Highway	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
283	1	DP65372	131 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
284			Portion of State Road, Princes Highway, St Peters, between 100 metres south and 100 metres north of Campbell Street.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Princes Highway is maintained at all times; and - maintain access to premises on either side of Princes Highway at all times.	Local Area	WCXTR085 (Rev 4) Page 11  WCXTR107 (Rev 1) Page 32 & Page 33
285	1	DP181514	138 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
286	B	DP181652	Part of 136 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
287	1	DP181283	Part of 134 Princes Highway	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
288	1	DP181644	132 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
289	1	DP182914	130 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
290	A	DP181652	Part of 136 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
291	1	DP323204	128 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
292	2	DP181283	Part of 134 Princes Highway	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
293	1	DP181849	Part of 45 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
294	1	DP119596	126 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
295	2	DP182913	130 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
296	1	DP182041	Part of 128 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
297	2	DP230884	124 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11



SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
298	1	DP133044	Part of 45 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 & Page 12
299	2	DP1151745	128 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
300	1	DP230884	122 Princes Highway, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
301	1	DP723383	Part of 43 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
302	22	DP1106880	66 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
303	A	DP964246	Part of 43 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
304	1	DP197115	41 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
305	10	DP73532	Part of 37-39 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
306	B	DP964246	64 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
307	1	DP721609	62 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
308	11	DP72363	Part of 37-39 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
309		SP71139	36 Albert Street, St Peters	Full Area	1/07/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 5) Page 12
310	19	DP73532	Part of 37-39 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12
311	12	DP65404	35 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
312	13	1/DP65020	33 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
313	2	DP242778	42 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
314	1	DP242778	44 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
315	3	DP242778	40 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
316	1	DP780991	31 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
317	4	DP242778	38 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
318			Portion of Local Road, Crown Street, St Peters, between Campbell Street and 50 metres north of Campbell Street.	PT Area, except for tunnel substratum	1/01/2017	Project Works	The Asset Trustee must: - ensure the traffic capacity of Crown Street is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 11 and WCXTR085 (Rev 5) Page 12 WCXTR107 (Rev 1) Page 33
319	5	DP242778	36 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
320	6	DP242778	34 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
321	7	DP242778	32 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
322	8	DP242778	30 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
323	1	DP906751	25 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
324	9	DP242778	28 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
325			Local Road, Albert Street, St Peters.	Full Area	1/01/2017	Project Works	The Asset Trustee must: - maintain access to premises at 140 Princes Highway and 2 Bishop Street at all times.	Local Area	WCXTR085 (Rev 4) Page 11 & WCXTR085 (Rev 5) Page 12
326	1	DP921970	Part of 17-19 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
327	3	DP921124	Part of 17-19 Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
328A	12	DP606737	1-3 Burrows Road, St Peters	PT Area	1/07/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 5) Page 13 and WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 44
328B	12	DP606737	1-3 Burrows Road, St Peters	PT Area	1/07/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 5) Page 13 and WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 44
329	2	DP921124	Part of 20 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
330	1	DP921124	Part of 20 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
331	1	DP2543	18 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
332	1	DP1010128	4 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
333A	2120	DP591060	12-18 Burrows Road, St Peters	PT Area	1/07/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 5) Page 13 and WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 44 & Page 45
333B	2120	DP591060	12-18 Burrows Road, St Peters	PT Area	1/07/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 5) Page 13 and WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 44 & Page 45
334	1	DP551509	1-3 Ricketty Street, Mascot	Full Area	1/07/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 14
335A			Portion of aerial stratum above Local Road, Burrows Road, St Peters, between 275 and 400 metres east of Canal Road.	PT (air)	1/01/2017	Project Works	Access limited to aerial stratum only.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13 and WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 44 & Page 45
335B			Portion of aerial stratum above Local Road, Burrows Road, St Peters, between 250 and 275 metres east of Canal Road.	PT (air)	1/01/2017	Temporary Works	Access limited to aerial stratum only.	Temporary Area	WCXTR085 (Rev 5) Page 13 and WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 44 & Page 45
336	1	DP321348	Albert Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
337	Unkn own	Unknown	Portion of Local Road, Campbell Street, St Peters, opposite Barwon park Road.	Full Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Campbell Street is maintained at all times.	Local Area	WCXTR085 (Rev 5) Page 12

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
338	B	DP376645	Part of 2 Albert Street, St Peters to the south of Albert Street	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.  Access to this lot will expire on the later of the Date of Completion or the Date for Completion, except where subject to staged handover requirements	New M5 Main Works Site	WCXTR085 (Rev 5) Page 12
339			Portion of Local Road, Barwon Park Road, St Peters, between Campbell Road and 50 metres north of Campbell Road.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Barwon Park Road is maintained at all times; and - maintain access to premises on western side of this portion of Barwon Park Road at all times.	Local Area	WCXTR085 (Rev 5) Page 12  WCXTR107 (Rev 1) Page 34 & Page 35
340	B	DP376645	Part of 2 Albert Street, St Peters to the north of Albert Street	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
341	13	DP1050464	Alexandra Canal	PT (air)	1/01/2017	Project Works	Access limited to aerial stratum only.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 13 and WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 44 & Page 45
342	14	A/DP97619 1	Part of 13 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
343	15	A/DP97619 1	Part of 13 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
344	16	A/DP97619 1	15 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
345	1	DP88087	Part of 2 Albert Street, St Peters	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.  Access to this lot will expire on the later of the Date of Completion or the Date for Completion, except where subject to staged handover requirements	New M5 Main Works Site	WCXTR085 (Rev 5) Page 12
346	17	A/DP97619 1	Part of 17 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
347	18	A/DP97619 1	Part of 17 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
348	19	A/DP97619 1	Part of 19 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
349	20	A/DP97619 1	Part of 19 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
350	21	A/DP97619 1	Part of 19 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
351	22	A/DP97619 1	Part of 21 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
352	1	DP129280	Part of 9 Canal Road, St Peters	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 12
353	23	A/DP97619 1	Part of 21 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
354	24	A/DP97619 1	Part of 21 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
355	1	DP1072060	23 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
356	2	DP219746	Part of 25 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4)Page 16
357A			Local Road, Woodley Street, St Peters.	PT Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 & WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 35

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
357B			Local Road, Woodley Street, St Peters.	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 34 & Page 35
358	1	DP219746	Part of 25 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
359	1	DP995509	Sydney Park, Alexandria	PT Area	1/01/2017	Temporary Works	Access restricted to one continuous period of not greater than 12 months duration, commencing no earlier than the Date for Access, and finishing no later than the Date of Completion.	Temporary Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 34 & Page 35
360	13	DP606737	25-29 Burrows Road, St Peters	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by SPI Managing Contractor.	New M5 Main Works	WCXTR085 (Rev 5) Page 12 & Page 13, and WCXTR085 (Rev 4) Page 14
361	1	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
362	2	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
363	3	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
364	4	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
365	26	C/DP97619 1	Part of 27-39 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12
366	5	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
367			Local Road, Campbell Lane, St Peters.	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4)Page 16
368	27	C/DP97619 1	Part of 27-39 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
369	6	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
370	28	C/DP97619 1	Part of 27-39 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
371	7	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4)Page 16
372	1	DP1168612	1 Holland Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
373	29	C/DP97619 1	Part of 27-39 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
374	8	C/DP97619 1	Part of 2 Woodley Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
375	1	DP783704	8 Holland Street, 8A Holland Street & 8B Holland Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
376			Local Road, Holland Street, St Peters.	Full Area	1/01/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
377	1	DP234704	Part of 10-12 Holland Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16



SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
378	1	DP567186	Part of 27-39 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
379	Y	DP418181	Sydney Park, Alexandria	PT Area	1/01/2017	Project Works	Access restricted to one continuous period of not greater than 12 months duration, commencing no earlier than the Date for Access, and finishing no later than the Date of Completion.	Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 34
380	2	DP234704	Part of 10-12 Holland Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
381	3	DP234704	Part of 14-18 Holland Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
382	1	DP996048	Sydney Park, Alexandria	PT Area	1/01/2017	Project Works	Access restricted to one continuous period of not greater than 12 months duration, commencing no earlier than the Date for Access, and finishing no later than the Date of Completion.	Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 34
383	39	DP1072165	27-39 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
384	4	DP234704	Part of 14-18 Holland Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
385	5	DP234704	Part of 14-18 Holland Street, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
386	1	DP712298	41 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
387			Portion of Local Road, Gardeners Road, Alexandria, west of Kent Road.	PT Area	1/07/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Gardeners Road is maintained at all times; and - maintain access to premises on either side of Gardeners Road at all times.	Local Area	WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 45, Page 46 & Page 47
388	101	DP845651	33 Burrows Road, Alexandria	Full Area	1/07/2016	Project Works	Non-exclusive early access is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by RMS.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15 & Page 16

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
389	1	DP81461	43 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
390	50	C/DP97619 1	Part of 45 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
391	51	C/DP97619 1	Part of 45 Campbell Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
392			Local Road, Harber Street, St Peters.	Full Area	1/01/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
393			Local Road, Campbell Road, St Peters.	PT Area	1/01/2017	Project Works	The Asset Trustee must: - ensure the traffic capacity of Campbell Road is maintained at all times; and - maintain access to premises on northern side of Campbell Road at all times.	Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15 & Page 16  WCXTR107 (Rev 1) Page 34, Page 35, Page 42 & WCXTR107 (Rev 2) Page 36
394	1	DP91123	697 Gardeners Road, Mascot	PT Area	1/07/2017	Project Works	The Asset Trustee must only construct the New M5 Main Works from within the New M5 Main Works Site.  Notwithstanding provisions of 11.4(a)(ii) of the Deed, non-exclusive access will be provided to Cell 3 of the Goodman Southend Distribution Centre to allow the Asset Trustee to perform Property Works necessary to make good the land and improvements, including enclosing and making good the end of the building exposed by demolition, subject to conditions imposed from time to time by the property owner.	New M5 Main Works Site	WCXTR085 (Rev 4) Page 14  WCXTR107 (Rev 1) Page 45 & Page 46
395	2	DP316359	Part of 47-49 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15 & Page 16
396	1	DP560154	Part of 47-49 Campbell Road, St Peters	Full Area	1/01/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
397A		SP36878	566-590 Gardeners Road, Alexandria	PT Area	1/07/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 14 & Page 15  WCXTR107 (Rev 1) Page 45, Page 46 & Page 47
397B		SP36878	566-590 Gardeners Road, Alexandria	PT Area	1/07/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 14 & Page 15  WCXTR107 (Rev 1) Page 46 & Page 47
398	102	DP871150	33 Burrows Road, Alexandria	Full Area	1/07/2016	Project Works	Early access to this lot is permitted from 1/03/2016 for site investigation works only, subject to any conditions of access imposed by the RMS.	New M5 Main Works Site	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 14, Page 15 & Page 16
399A	6	DP810522	Sydney Park, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 2) Page 36
399B	6	DP810522	Sydney Park, Alexandria	PT Area	1/01/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 2) Page 36
400A	16	DP810522	Frontage to 171-203 Euston Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 2) Page 36
400B	16	DP810522	Frontage to 171-203 Euston Road, Alexandria	PT Area	1/01/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 2) Page 36
401			Portion of State Road, Kent Road, Mascot, between Ricketty Street and Gardeners Road.	PT Area	1/07/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Kent Road is maintained at all times; and - maintain access to premises on either side of this portion of Kent Road at all times.	Local Area	WCXTR085 (Rev 4) Page 14 & Page 15  WCXTR107 (Rev 1) Page 49
402			NOT USED						
403			Portion of Local Road, Burrows Road, St Peters, between 80 metres north of Campbell Road and 150 metres south of Campbell Road.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Burrows Road is maintained at all times; and - maintain access to premises on either side of this portion of Burrows Road at all times.	Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15 & Page 16  WCXTR107 (Rev 1) Page 42

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
404A		SP45388	562-564 Gardeners Road, Alexandria	PT Area	1/07/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 14 & Page 15  WCXTR107 (Rev 1) Page 47
404B		SP45388	562-564 Gardeners Road, Alexandria	PT Area	1/07/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 14 & Page 15  WCXTR107 (Rev 1) Page 47
405	13	DP32332	34 Burrows Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15 & Page 16
406	1	DP802167	Frontage to 203-225 Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16
407	3	DP864698	Sydney Park, Alexandria	PT Area	1/01/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 37
408	13	DP1050464	Alexandra Canal	PT (air)	1/01/2017	Project Works	Access limited to aerial stratum only.	Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15 & Page 16  WCXTR107 (Rev 1) Page 43
409	2	DP547069	546-548 Gardeners Road, Alexandria	PT Area	1/07/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 14 & Page 15  WCXTR107 (Rev 1) Page 47
410	23	DP867968	205 & 215 Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 16
411	4	DP864698	197-199 Euston Road, Alexandria	PT Area	1/01/2017	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 37
412	16	DP270785	67 Bourke Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 43
413	19	DP810522	Frontage to 199 Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 16

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
414			Portion of State Road, Gardeners Road, Alexandria, between Kent Road and 250 metres east of Bourke Road.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Gardeners Road is maintained at all times; and - maintain access to premises on either side of this portion of Gardeners Road at all times.	Local Area	WCXTR085 (Rev 4) Page 14 & Page 15  WCXTR107 (Rev 1) Page 47, Page 48, Page 49, Page 50 & Page 51
415	20	DP810522	Frontage to 171-203 Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 16
416	1	DP543708	Part of 171A Euston Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 38
417	5	DP248721	Part of 81-81A Bourke Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15
418			Portion of Local Road, Bourke Street, Mascot, north of Church Avenue.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Bourke Street is maintained at all times; and - maintain access to premises on western side of this portion of Bourke Street at all times.	Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 51
419	X	DP406603	79A Bourke Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15
420	1	DP405527	532 Gardeners Road, Alexandria	PT Area	1/07/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 48
421	1	DP397364	653 Gardeners Road, Mascot	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 51
422	2	DP543708	Part of 171A Euston Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 16  WCXTR107 (Rev 1) Page 38
423		SP62691	77-79 Bourke Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 43

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
424	3	DP543708	Part of 171A Euston Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 16 & Page 17  WCXTR107 (Rev 1) Page 38
425	52	DP605290	Sydney Park, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17  WCXTR107 (Rev 1) Page 40
426	21	DP810522	Frontage to 171-203 Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 16
427	9	DP707290	Portion of Bourke Street, Mascot	Full Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Bourke Street is maintained at all times.	Local Area	WCXTR085 (Rev 4) Page 15
428	3	DP248721	Part of 81-81A Bourke Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15
429	1	DP248721	Part of 81-81A Bourke Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15
430	17	DP270785	Bourke Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 43
431			Portion of Local Road, Bourke Road, Alexandria, between Gardeners Road and Orchard Road.	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Bourke Road is maintained at all times; and - maintain access to premises on either side of this portion of Bourke Road at all times.	Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 48 & Page 52
432			Portion of Local Road, Euston Road, Alexandria, between Campbell Road and Maddox Street. Note 2	PT Area	1/01/2017	Project Works	The Asset Trustee must:  - ensure the traffic capacity of Euston Road is maintained at all times; and - maintain access to premises on either side of this portion of Euston Road at all times. - Maintain kerbside public parking at all times. The area of public parking available must have a total area not less than the area available for public parking on one side of Euston Road prior to construction commencing.	Local Area	WCXTR085 (Rev 5) Page 12 and WCXTR085 (Rev 4) Page 16 & Page 17  WCXTR107 (Rev 1) Page 37, Page 38, Page 39 & Page 41, Page 42, Page 53 & Page 54

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
433	25	DP810522	Frontage to 169A Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17
434	17	DP810522	Frontage to 169A Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17
435			Portion of Local Road, Sydney Park Road, Alexandria, between Euston Road and Mitchell Road.	PT Area	1/01/2017	Project Works	The Asset Trustee must: - ensure the traffic capacity of Sydney Park Road is maintained at all times; and - maintain access to the Ausgrid substation on the southern side of Campbell Street at all times.	Local Area	WCXTR085 (Rev 4) Page 17  WCXTR107 (Rev 1) Page 39, Page 40 & Page 53
436	1	DP1040114	169D Euston Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17  WCXTR107 (Rev 1) Page 39 & Page 40
437	100	DP864502	520-530 Gardeners Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 48, Page 50 & Page 52
438	80	DP1033767	167-169 Euston Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17  WCXTR107 (Rev 1) Page 39 & Page 53
439	52	DP809350	Frontage to 167-169 Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17
440	101	DP864502	506-518 Gardeners Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 50
441	A	DP430291	506-518 Gardeners Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 50
442			NOT USED						
443	3	DP1003248	123 Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17

SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
444			Portion of Local Road, Huntley Street, Alexandria, between Euston Road and 50 metres east of Burrows Road.	PT Area	1/01/2017	Project Works	The Asset Trustee must: <ul style="list-style-type: none"> <li>- ensure the traffic capacity of Huntley Street is maintained at all times; and</li> <li>- maintain access to premises on northern side of Huntley Street at all times.</li> </ul>	Local Area	WCXTR085 (Rev 4) Page 17  WCXTR107 (Rev 1) Page 41 & Page 53
445	4	DP1003248	105-121A Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17
446	101	DP1068264	Part of 93-103A Euston Road, Alexandria	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17
447			Unknown land parcel east of 2 Florence Street, St Peters	Full Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 11
448	38	DP1076996	M5 East Motorway Reserve Land	Full Area	8/02/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 3 & Page 4
449	2	DP775391	400A Sydney Park Road, Alexandria	PT Area	1/01/2017	Project Works		Local Area	WCXTR085 (Rev 4) Page 17  WCXTR107 (Rev 1) Page 40
450		SP67995	538 Gardeners Road, Alexandria	PT Area	1/07/2017	Project works		Local Area	WCXTR085 (Rev 4) Page 15  WCXTR107 (Rev 1) Page 48
451	45	DP1077303	M5 East Motorway Reserve Land	PT Area, except for tunnel substratum	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8  WCXTR107 (Rev 1) Page 19
452			Portion of Road Reserve, Karingal Street, Kingsgrove	PT Area	1/07/2016	Temporary Works		Temporary Area	WCXTR085 (Rev 4) Page 8  WCXTR107 (Rev 1) Page 19
453			Portion of Road Reserve, Burrows Road, Alexandria	PT Area	1/01/2017	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 17  WCXTR107 (Rev 1) Page 41
454	1	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10



SAS No	Lot No.	DP/SP No.	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Drawing Reference
455	2	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
456	3	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
457	4	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
458	5	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
459	6	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
460	7	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
461	8	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
462	9	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
463	10	DP1069479	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
464	3	DP33082	84-90 West Botany Street, Arncliffe	Full Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10
465	1	DP33082	84-90 West Botany Street, Arncliffe	PT Area	1/07/2016	Project Works		New M5 Main Works Site	WCXTR085 (Rev 4) Page 10 WCXTR107 (Rev 1) Page 23

**Table 2**

<b>Staged handover area</b>	<b>Drawing reference</b>	<b>Description of area</b>	<b>Access expiry date</b>
Area A	WCXTR085 (Rev 5) Page 12	Area adjacent to Albert Street (future connect on to Stage 3), unrestricted in height and depth.	1/07/2018
Area B	WCXTR085 (Rev 5) Page 12	Area adjacent to Campbell Lane, unrestricted in height and depth.	31/12/2019
Area C	WCXTR085 (Rev 5) Page 12	Area below the underside of the Campbell Street cut and cover structure between and including Albert Street and Campbell Street. (future connect on to Stage 3)	1/07/2018
Area D	WCXTR085 (Rev 5) Page 13	Area adjacent to Canal Road, unrestricted in height and depth. (future connect on to Sydney Gateway)	31/12/2019
SAS No 328B	WCXTR085 (Rev 5) Page 13 & (Rev 4) Page 14	1-3 Burrows Road, St Peters, PT Area, unrestricted in height and depth	31/12/2019

**Part B – Construction Site (Tunnel substratum)**

**Table 1: Mainline Tunnel**

Substratum Access Area	Mainline Tunnel Chainage		Date for Access	Drawing Reference
	From	To		
TS 01	2090/2190	2300	1/03/2017	WCXTR108 (Rev 1) Page 1
TS 02	2300	2500	1/03/2017	WCXTR108 (Rev 1) Page 1
TS 03	2500	3000	1/04/2017	WCXTR108 (Rev 1) Page 1 & Page 2
TS 04	3000	3500	1/03/2017	WCXTR108 (Rev 1) Page 2 & Page 3
TS 05	3500	3650	1/01/2017	WCXTR108 (Rev 1) Page 3
TS 06	3650	3900	1/11/2016	WCXTR108 (Rev 1) Page 3
TS 07	3900	4400	1/12/2016	WCXTR108 (Rev 1) Page 3 & 4
TS 08	4400	4900	1/04/2017	WCXTR108 (Rev 1) Page 4 & 5
TS 09	4900	5400	1/08/2017	WCXTR108 (Rev 1) Page 5
TS 10	5400	5900	1/02/2018	WCXTR108 (Rev 1) Page 5 & 6
TS 11	5900	6400	1/02/2018	WCXTR108 (Rev 1) Page 6 & 7
TS 12	6400	6900	1/09/2017	WCXTR108 (Rev 1) Page 7
TS 13	6900	7400	1/05/2017	WCXTR108 (Rev 1) Page 7 & Page 8
TS 14	7400	7885	1/03/2017	WCXTR108 (Rev 1) Page 8 & 9
TS 15	7885	8000	1/05/2017	WCXTR108 (Rev 1) Page 9
TS 16	8000	8100	1/07/2017	WCXTR108 (Rev 1) Page 9
TS 17	8100	8500	1/01/2017	WCXTR108 (Rev 1) Page 9 & 10
TS 18	8500	9000	1/06/2017	WCXTR108 (Rev 1) Page 10
TS 19	9000	9500	1/11/2017	WCXTR108 (Rev 1) Page 10 & 11
TS 20	9500	9760	1/11/2017	WCXTR108 (Rev 1) Page 11
TS 21	9760	9893	1/09/2017	WCXTR108 (Rev 1) Page 11 & 12

Substratum Access Area	Mainline Tunnel Chainage		Date for Access	Drawing Reference
	From	To		
TS 22	9893	10100	1/05/2017	WCXTR108 (Rev 1) Page 12
TS 23	10100	10300	1/03/2017	WCXTR108 (Rev 1) Page 12
TS 24	10300	10700	1/02/2017	WCXTR108 (Rev 1) Page 12 & 13
TS 25	10700	10840	1/01/2017	WCXTR108 (Rev 1) Page 13

**Table 2: Tunnel Ramps**

Substratum Access Area	Ramps Chainage		Date for Access	Drawing Reference
	From	To		
RS 01	1081	800	1/02/2017	WCXTR108 (Rev 1) Page 13
RS 02	800	500	1/02/2017	WCXTR108 (Rev 1) Page 12
RS 03	500	300	1/04/2017	WCXTR108 (Rev 1) Page 12
RS 04	300	0	1/07/2017	WCXTR108 (Rev 1) Page 11 & 12
RS 05	1104	800	1/02/2017	WCXTR108 (Rev 1) Page 13
RS 06	800	500	1/02/2017	WCXTR108 (Rev 1) Page 12
RS 07	500	200	1/05/2017	WCXTR108 (Rev 1) Page 12
RS 08	200	40	1/08/2017	WCXTR108 (Rev 1) Page 11 & 12
RS 09	(cross passage)		1/02/2017	WCXTR108 (Rev 1) Page 13
RS 10	(cross passage)		1/02/2017	WCXTR108 (Rev 1) Page 12
RS 11	(cross passage)		1/02/2017	WCXTR108 (Rev 1) Page 12
RS 12	(cross passage)		1/03/2017	WCXTR108 (Rev 1) Page 12
RS 13	(cross passage)		1/04/2017	WCXTR108 (Rev 1) Page 12

**Table 3: Ventilation Tunnels and Temporary Access Tunnels**

<b>Sub-stratum Access Area</b>	<b>Ventilation Tunnels and Temporary Access Tunnels</b>	<b>Date for Access</b>	<b>Conditions of Access</b>	<b>Drawing Reference</b>
<b>AS 01</b>	Kingsgrove north temporary access shaft to Mainline tunnel	<b>1/10/2016</b>	Access provided for the purposes of Temporary Works only.	WCXTR108 (Rev 1) Page 1
<b>AS 03</b>	Bexley north temporary access shaft to ventilation tunnel	<b>1/10/2016</b>	Access provided for the purposes of Temporary Works only.	WCXTR108 (Rev 1) Page 3
<b>AS 04</b>	Bexley combined access and ventilation tunnel	<b>1/10/2016</b>		WCXTR108 (Rev 1) Page 3
<b>AS 05</b>	Bexley south shaft to combined access and ventilation tunnel	<b>1/11/2016</b>		WCXTR108 (Rev 1) Page 3
<b>AS 06</b>	Kogarah west site access portal to Mainline tunnel	<b>1/01/2017</b>	Access provided for the purposes of Temporary Works only.	WCXTR108 (Rev 1) Page 8 & 9
<b>AS 07</b>	Kogarah ventilation tunnels	<b>1/01/2017</b>		WCXTR108 (Rev 1) Page 9
<b>AS 08</b>	Kogarah east shaft to Mainline tunnel	<b>1/01/2017</b>	Access provided for the purposes of Temporary Works only.	WCXTR108 (Rev 1) Page 9
<b>AS 09</b>	SPI decline temporary access tunnel - Canal Road site portal to ventilation tunnel	<b>1/09/2016</b>	Access provided for the purposes of Temporary Works only.	WCXTR108 (Rev 1) Page 13
<b>AS 10</b>	SPI decline combined ventilation and access tunnels	<b>1/09/2016</b>		WCXTR108 (Rev 1) Page 13
<b>AS 11</b>	Ventilation supply tunnel connection to Stage 3 stubs	<b>1/01/2017</b>		WCXTR108 (Rev 1) Page 13
<b>AS 12</b>	Ventilation extraction tunnel connection to Stage 3 stubs	<b>1/01/2017</b>		WCXTR108 (Rev 1) Page 13

**Table 4: Cut-and-Cover**

<b>Sub-stratum Access Area</b>	<b>Cut and Cover</b>	<b>Date for Access</b>	<b>Drawing Reference</b>
<b>CC 01</b>	Cut-and-Cover (under Campbell Street)	<b>1/01/2017</b>	WCXTR108 (Rev 1) Page 14

## Part C – Construction Site Drawings

The documents that form Part C – Construction Site Drawings to the Site Access Schedule are inserted into the CD identified below.



## **SCHEDULE 26A**

### **Connections to the Motorway**

(Clause 22.2)

#### **Part 1 –M5 East Motorway**

1. King Georges Rd (A3) northbound and southbound to M5 East Motorway eastbound carriageway.
2. M5 East Motorway westbound carriageway to King Georges Rd (A3) northbound and southbound.
3. Kingsgrove Road northbound and southbound to M5 East Motorway eastbound.
4. M5 East Motorway westbound to Kingsgrove Road northbound and southbound.
5. Bexley Road northbound and southbound to M5 East Motorway westbound.
6. M5 East Motorway eastbound to Bexley Road northbound and southbound.
7. M5 East Motorway eastbound to Princes Highway northbound and southbound.
8. West Botany Street southbound to M5 East Motorway westbound.
9. Marsh Street northbound and southbound to M5 East Motorway westbound.
10. M5 East Motorway eastbound to Marsh Street northbound and southbound.
11. Marsh Street northbound and southbound to M5 East Motorway eastbound.
12. M5 East Motorway westbound to Marsh Street northbound and southbound.
13. General Holmes Drive westbound to M5 East Motorway westbound.
14. M5 East Motorway eastbound to General Holmes Drive eastbound.

#### **Part 2 –New M5 Motorway**

1. M5 East Motorway eastbound carriageway to New M5 Motorway eastbound carriageway toward the tunnel portal.
2. New M5 Motorway westbound carriageway from tunnel portal to M5 East Motorway westbound carriageway.
3. Future Southern Connector northbound tunnel to New M5 Motorway eastbound tunnel.
4. New M5 Motorway westbound tunnel to future Southern Connector southbound tunnel.
5. New M5 Motorway eastbound tunnel to future WestConnex Stage 3 eastbound tunnel
6. Future WestConnex Stage 3 westbound tunnel to New M5 Motorway westbound tunnel.



7. New M5 Motorway eastbound tunnel northern exit ramp to future Sydney Gateway eastbound.
8. New M5 Motorway eastbound tunnel northern exit ramp to Gardeners Road eastbound.
9. New M5 Motorway eastbound tunnel northern exit ramp to Euston Road northbound.
10. Future Sydney Gateway northbound to New M5 Motorway westbound tunnel northern entry ramp.
11. Gardeners Road westbound to New M5 Motorway westbound tunnel northern entry ramp.
12. Euston Road southbound to New M5 Motorway westbound tunnel northern entry ramp.

### **Part 3 – M5 West Motorway**

1. Westlink Motorway (M7) southbound to the eastbound carriageway of the M5 West Motorway.
2. M5 West Motorway westbound to the northbound carriageway of the Westlink Motorway (M7).
3. Hume Motorway (M31) northbound carriageway to the eastbound carriageway of the M5 West Motorway.
4. M5 West Motorway westbound carriageway to the southbound carriageway of the Hume Motorway (M31).
5. Camden Valley Way westbound to M5 West Motorway eastbound carriageway.
6. Camden Valley Way eastbound to M5 West Motorway eastbound carriageway.
7. M5 West Motorway westbound to Beech Rd southbound.
8. M5 West Motorway westbound to Beech Rd northbound.
9. Hume Highway (A28) northbound to the M5 West Motorway eastbound carriageway.
10. Hume Highway (A28) southbound to the M5 West Motorway eastbound carriageway.
11. M5 West Motorway westbound carriageway to the Hume Highway (A28) northbound.
12. M5 West Motorway westbound carriageway to the Hume Highway (A28) southbound.
13. M5 West Motorway eastbound carriageway to Moorebank Ave northbound and southbound.
14. Moorebank Ave northbound and southbound to M5 West Motorway eastbound carriageway.
15. M5 West Motorway westbound carriageway to Moorebank Ave northbound and southbound.
16. Moorebank Ave northbound and southbound to M5 West Motorway westbound carriageway.

17. M5 West Motorway eastbound carriageway to Heathcote Rd northbound and southbound.
18. Heathcote Rd northbound and southbound to M5 West Motorway eastbound carriageway.
19. M5 West Motorway westbound carriageway to Heathcote Rd northbound and southbound.
20. Heathcote Rd northbound to M5 West Motorway westbound carriageway.
21. M5 West Motorway eastbound carriageway to Henry Lawson Dr northbound and southbound.
22. Henry Lawson Dr northbound and southbound to M5 West Motorway eastbound carriageway.
23. M5 West Motorway westbound carriageway to Henry Lawson Dr northbound and southbound.
24. Henry Lawson Dr northbound and southbound to M5 West Motorway westbound carriageway.
25. M5 West Motorway eastbound carriageway to The River Rd northbound and southbound.
26. The River Rd northbound and southbound to M5 West Motorway eastbound carriageway.
27. M5 West Motorway westbound carriageway to The River Rd northbound and southbound.
28. The River Rd northbound and southbound to M5 West Motorway westbound carriageway.
29. M5 West Motorway eastbound carriageway to Fairford Rd northbound and southbound.
30. Fairford Rd northbound and southbound to M5 West Motorway eastbound carriageway.
31. M5 West Motorway westbound carriageway to Fairford Rd northbound and southbound.
32. Fairford Rd northbound and southbound to M5 West Motorway westbound carriageway.
33. M5 West Motorway eastbound carriageway to Belmore Rd northbound and southbound.
34. Belmore Rd northbound and southbound to M5 West Motorway westbound carriageway.
35. M5 West Motorway eastbound carriageway to King Georges Rd (A3) northbound and southbound.
36. King Georges Rd (A3) northbound and southbound to M5 West Motorway westbound carriageway.

37. King Georges Rd (A3) northbound and southbound to M5 West Motorway westbound carriageway.

## **SCHEDULE 26B**

### **New Connection Project Events**

(Clause 1.1 and 23A)

1. **New Connection Project Event 1** means M4-M5 Link from the Haberfield stub tunnel (Stage 1B) to the St Peters stub tunnel (Stage 2), open to traffic after 1 January 2024.
2. **New Connection Project Event 2** means a surface road connection from St Peters Interchange to Qantas Drive.
3. **New Connection Project Event 3** means a tunnel and surface road connection from the Southern Connector stub tunnel (Stage 2) to surface road connection(s) in the vicinity of Kogarah/Monterey.

**SCHEDULE 27**

**Not Used**

## **SCHEDULE 28**

### **Early Works**

(Clause 6.5)

To the extent the following can be lawfully undertaken prior to the granting of the Primary Planning Approval:

- Production of Design Documentation
- Review, comment and certification of Design Documentation by the Independent Certifier, the Asset Trustee and RMS
- Preparation of documentation, and liaison with relevant authorities, for the Environmental Protection Licence and construction environmental management plan
- Prepare, submit and have approved Project Plans
- Pre-construction ground and infrastructure condition survey
- Initial site survey and setout
- Develop design documentation and approvals with all relevant Utility Services / Authorities / FRNSW
- Place orders for utility infrastructure where necessary for program e.g. electricity supplies
- Utility Service adjustments, relocation and protection
- Procurement of Roadheaders and other tunnelling equipment
- Procurement of electrical equipment
- Construction of high voltage incoming feeds from supply authority
- Commencement of Campbell Road upgrade works
- Commencement of landfill closure at St Peters
- Commencement of Gardeners Road upgrade works
- Early attendance by Environmental Representative
- Provision of insurances, long service leave levy, unconditional undertaking
- Assistance with development and completion of the Planning Application Documents as required, including preparing documentation required by RMS
- Commencement of construction of non-contestable temporary power supply works
- Commencement of construction of contestable temporary power supply works
- As part of the Early Planning Works, the Asset Trustee will:
  - (a) make available appropriate resources and provide all necessary technical inputs required by RMS to enable an adequate EIS to be prepared which meets the Directors General's requirements based on the Concept Design and construction methodologies. The nature of inputs required from the Asset Trustee may include, but are not limited to:

- (i) providing all technical data and details of the Concept Design. This information would be used to enable EIS specialist technical papers to be prepared to accurately describe quantity and assess the impacts of the Concept Design. The Asset Trustee must work with RMS to develop appropriate mitigation measures to reduce, minimise or mitigate the impacts of the New M5 Project during construction and operation;
  - (ii) ensuring the New M5 Project description contained in the EIS accurately reflects the Concept Design (inclusive of any changes agreed between RMS and the Asset Trustee);
  - (iii) providing details of the Asset Trustee's optioneering processes used during the tender period and tender negotiations to settle on the Concept Design geometry; and
  - (iv) providing details of the optioneering processes undertaken to minimise environmental and community impacts of the Concept Design including air quality, ventilation design, land take, construction methodology, impacts to the surrounding road network and connectivity etc;
- (b) work with RMS to undertake all necessary logistics for participation at a number community information sessions prior to EIS finalisation and exhibition, to inform stakeholder of the Concept Design. The number of sessions may be in the order of five half day sessions. The Asset Trustee must provide in the order of at least two member of their project team who have a detailed understanding of the Concept Design (surface roads and tunnel) construction methodologies and timeframes, to attend each community information session;
  - (c) review the final EIS and confirm that the EIS accurately reflects the Concept Design and construction methodologies as submitted to RMS (inclusive of any agreed changes) including identified impacts, mitigation measures and other commitments to reduce, minimise or mitigate the impacts of the New M5 Project during construction and operation;
  - (d) work with RMS to undertake all necessary logistics for participation at EIS public display sessions during the EIS exhibition period. The number of session may be in the order of eight half day sessions, including an air quality public forum. The Asset Trustee must provide in the order of at least two members of their project team who have a detailed understanding of the constructions methodologies and timeframes, to attend each public display session;
  - (e) make available necessary resources to work with RMS and the EIS consultant during the preparation of the 'Response to Submissions Report' to provide, but not limited to:
    - (i) technical advice in relation to issues raised or Concept Design changed arising from submissions. The advice may extend to, but is not limited to, subjects such as the construction footprint, temporary land requirements, construction compounds (number location and operation) construction methodology and tunnel concept, including ventilation design and fire and life safety;
    - (ii) technical input into revised environmental mitigation measures which RMS may determine to be necessary to address issues raised by the community or agencies during submissions; and

- (iii) technical/design input to assist RMS in understanding potential time and cost impacts of any proposed changes to the Concept Design to address community and/or agency issues;
- (f) provide the necessary resources to amend the Concept Design of the New M5 Project resulting from submissions by the public or government agencies warranting design changes, as determined by RMS and agreed between RMS and the Asset Trustee;
- (g) review the final 'Submissions Report' and 'Preferred Infrastructure Report' (if required) to confirm the report/s accurately reflect the agreed Concept Design and any changes and revised environmental management measures are consistent with the Asset Trustee's final agreement with the RMS;
- (h) make available necessary resources during the preparation of the 'Preferred Infrastructure Report' (if required) to provide technical input into the impacts of changes to the Concept Design from a design, construction, delivery and mitigation viewpoint;
- (i) make available appropriate resources between the D&C Close and planning determination to meet with agencies and/or stakeholders (when requested by the Asset Trustee) to provide technical advice on relevant matters relating to the Concept Design and methodologies; and
- (j) make available necessary resources to provide advice to RMS during the review of draft conditions of Planning Approval to assist RMS in understanding the impacts that proposed conditions may have on project delivery timing and costs.



**SCHEDULE 29**

**Not used**

## SCHEDULE 30

### Deed of Appointment of Environmental Representative

(Clause 11.11)

#### DATE:

#### BETWEEN:

- (1) **Roads and Maritime Services** (ABN 76 236 371 088) whose registered office is at 101 Miller Street, North Sydney, NSW 2060 (**RMS**);
- (2) **WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 10 Miller Street North Sydney, NSW 2060 (**Asset Trustee**);
- (3) **The Leighton Dragados Samsung Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Dragados Australia Pty Ltd (ABN 20 151 632 665) of Suite 206, Level 20, Gold Fields House, 1 Alfred Street, Sydney, NSW 2000, and Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (Registration Number 110111-0015762) of 67 Sejong-daero (Taepyungro 2-ga), Jung-gu, Seoul, Korea (**Contractor**); and
- (4) [Insert name] (ABN [            ]) of [insert address] (**ER**).

#### RECITALS:

- (A) On:
  - (1) [Insert Date] the Asset Trustee and the Project Trustee entered into the Project Deed with RMS; and
  - (2) [Insert Date] the Contractor entered into the D&C Deed with the Asset Trustee, in respect of the New M5 Main Works.
- (B) The ER represents that it is experienced generally in environment management and, in particular, in the environment management of works similar to the Project Works and the Temporary Works and offers its expertise in those fields.
- (C) The Project Documents contemplate that the ER will discharge the Services set out in Schedule 2.
- (D) The ER will perform its obligations on the terms of this deed.

#### THE PARTIES AGREE AS FOLLOWS:

##### 1. INTERPRETATION

##### 1.1 Definitions

In this deed:

**Commercially Sensitive Information** means:

- (a) any information relating to any financing arrangement with any Equity Investor;

- (b) any information relating to the Asset Trustee's, the Project Trustee's the Contractor's or the ER's cost structure or profit margins;
- (c) any information relating to any of the Asset Trustee's, the Project Trustee's, the Contractor's or the ER's Intellectual Property Rights; or
- (d) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to the Asset Trustee, the Project Trustee, the Contractor or the ER or any of their shareholders, financiers or subcontractors,

which, in respect of the information contained in this deed, is the information described in Schedule 4.

**Construction Phase Services** means all Services related to the construction of the Project Works and the Temporary Works and the performance by each of the Asset Trustee and the Contractor of its construction obligations in respect of the Project Works and the Temporary Works, including those specified in clause 15 of the Project Deed and clause 15 of the D&C Deed, as applicable.

**D&C Deed** means the deed entitled "WestConnex New M5 Main Works Design and Construction Deed" between the Asset Trustee and the Contractor dated [insert date].

**Deed Poll** means the deed poll substantially in the form of Schedule 5 to this deed in favour of the beneficiaries from time to time.

**Design Phase Services** means all Services related to the design of the Project Works and the Temporary Works and the performance by each of the Asset Trustee and the Contractor of its design obligations in respect of the Project Works and the Temporary Works, including those specified in clause 13 of the Project Deed and clause 13 of the D&C Deed, as applicable.

**DOP** means the New South Wales Department of Planning.

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

**GST, GST law** and other terms used in clause 9.3 have the meanings used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that "GST law" also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 9.3) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

**Other Parties** means RMS, the Asset Trustee and the Contractor.

**Payment Schedule** means Schedule 3.

**PDCS** means RMS's or the Asset Trustee's web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system to be used as notified by RMS's Representative or the Asset Trustee's Representative under clause 11.1.

**Project Deed** means the deed entitled "WestConnex M5 Project Deed" between RMS, Asset Trustee and the Project Trustee dated [insert date].

**Project Documents** means the documents listed in Schedule 1.

**Services** means those services listed in Schedule 2.

**Services Implementation Plan** means the services implementation plan referred to in clause 3.6(b).

**Substitute ER** has the meaning given to that term in clause 6(d).

**Term** means the term of this deed as set out in clause 3.9.

**Witness Point** has the meaning given in the Independent Certifier Deed.

## 1.2 Definitions in Project Documents

- (a) Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Project Documents will have the meaning given to those terms in connection with the New M5 Main Works in the Project Documents.
- (b) To the extent that there is any inconsistency between a term used in this deed which is defined in both the Project Deed and the D&C Deed, the term used in this deed will have the meaning given in the Project Deed.

## 1.3 Interpretation

In this deed:

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

and unless the context indicates a contrary intention:

- (b) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (c) **person** includes an individual, the estate of an individual, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) **includes** in any form is not a word of limitation;
- (f) a reference to any Authority, institute, association or body is:
  - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (g) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (h) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either of these includes:

- (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
- (ii) any consolidations, amendments, re-enactments and replacements;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (j) a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (k) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (l) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (m) a reference to a court or tribunal is to an Australian court or tribunal;
- (n) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (o) a reference to a **month** is a reference to a calendar month; and
- (p) a reference to \$ or dollar is to Australian currency.

#### 1.4 **Contra proferentem**

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

#### 1.5 **Business Day**

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done:

- (a) if it involves a payment other than a payment which is due on demand, on the preceding Business Day; and
- (b) in all other cases, no later than the next Business Day.

#### 1.6 **Approvals and Consents**

Any consent or approval referred to in, or required under, this deed from the Other Parties may be given or withheld, or may be given subject to any condition as the Other Parties (in their absolute discretion) think fit, unless this deed expressly provides otherwise.

#### 1.7 **Ambiguous terms**

- (a) If RMS considers, or if any of the ER, the Asset Trustee or the Contractor notifies RMS's Representative in writing that it considers, that there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed (including any Schedules), RMS's Representative must direct the interpretation of this deed which the parties must follow.

- (b) RMS's Representative, in giving a direction in accordance with clause 1.7(a), is not required to determine whether or not there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which RMS's Representatives gives in accordance with clause 1.7(a):
  - (i) will not relieve the ER, the Asset Trustee or the Contractor from or alter its liabilities or obligations under this deed or otherwise according to Law;
  - (ii) will not entitle the ER, the Asset Trustee or the Contractor to make (nor will it make RMS liable upon) any Claim arising out of or in any way in connection with the direction;
  - (iii) will not limit or otherwise affect RMS's rights against any of the ER, the Asset Trustee or the Contractor whether under this deed or otherwise according to Law; and
  - (iv) must, in respect of a notice given under clause 1.7(a) by the ER, the Asset Trustee or the Contractor, be given within 20 Business Days of receipt of that notice.

## 1.8 **Excluding liability**

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

## 2. **APPOINTMENT OF THE ER**

### 2.1 **Appointment**

- (a) Each of the Other Parties appoints the ER under this deed to perform the Services.
- (b) The ER confirms its acceptance of the appointment referred to in clause 2.1(a).
- (c) The ER must carry out the Services in accordance with the requirements of this deed.

### 2.2 **Payment**

The Asset Trustee and the Contractor must pay the ER, and warrant to RMS that they will pay the ER the Fee in accordance with the Payment Schedule.

### 2.3 **Nature of Services**

The parties acknowledge and agree that the Services Implementation Plan is incidental to, and does not limit or otherwise affect, the Services or the ER's obligations under this deed.

### 2.4 **Authorisation of the ER**

The ER is authorised to exercise such authority as is necessary to enable the ER to perform the functions, and discharge the obligations, of the ER under the Planning Approval.

### 2.5 **Deed Poll**

The Environmental Representative must provide to RMS and the Asset Trustee on or before the date of this deed an executed Deed Poll.

### 3. **ER'S OBLIGATIONS**

#### 3.1 **Acknowledgement**

The ER acknowledges that:

- (a) it has received a copy of the Project Documents and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services; and
- (b) its obligations extend to and include the obligations, functions, duties and services of the "ER" or the "Environmental Representative" under the Planning Approval.

#### 3.2 **General representations and warranties**

The ER represents and warrants that:

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

#### 3.3 **Further acknowledgements and warranties**

The ER:

- (a) acknowledges that each of the Other Parties:
  - (i) is relying upon the skill, expertise and experience of the ER in the performance of its obligations under this deed; and
  - (ii) may suffer loss if the ER does not perform its obligations in accordance with the requirements of this deed;
- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, experience, skill and diligence which would be expected of an expert professional providing services similar to the Services within the design and construction industry generally and the construction of major engineering works in particular;

- (c) warrants to the Other Parties that, at all times, it:
  - (i) will act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Project Documents and, where no time is prescribed for the performance of an obligation, it will act within a reasonable time; and
  - (ii) will comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 3.3(a) and 3.3(b), acknowledges that the Other Parties are entitled to and will rely on any certificate, approval, report, direction or instruction signed or given by the ER under or pursuant to this deed, the Project Documents or the Planning Approval;
- (e) without limiting its obligations under any provision of this deed, warrants to the Other Parties that:
  - (i) it will carry out and perform the Services; and
  - (ii) without limiting clause 3.3(e)(i), to the extent the Services Implementation Plan is not inconsistent with:
    - (A) the Planning Approval;
    - (B) the Project Documents;
    - (C) the nature of the Services; or
    - (D) without limiting clauses 3.3(e)(ii)(A), 3.3(e)(ii)(B) or 3.3(e)(ii)(C), the requirements of clause 4,
 it will carry out and perform the Services in accordance with the Services Implementation Plan;
- (f) will provide transport on site for the use of its site personnel to perform the Services;
- (g) will, in carrying out the Services, carry out physical inspections of the Construction Site, the New M5 Main Works Site, any Extra Land, the Project Works and the Temporary Works when appropriate and necessary to do so;
- (h) will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the Asset Trustee and the Contractor) except where it is the unavoidable consequence of performing the Services;
- (i) in undertaking the Services in any particular area, will comply with all the safe working requirements of the Asset Trustee and the Contractor; and
- (j) warrants that it has qualifications, or that all relevant personnel engaged in the Services have qualifications, in compliance with AS/NZS ISO 19011:2003 Guidelines for Quality and/or Environmental Management Systems Auditing.

### 3.4 **Key Personnel**

- (a) The ER must provide experienced and skilled personnel to perform its obligations under this deed.



- (b) The ER must ensure that the person referred to in clause 3.4(c):
  - (i) performs all of the Services;
  - (ii) is not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if the person is removed:
    - (A) that person must be replaced by a person of at least equivalent skill and experience;
    - (B) the appointment of that replacement person must be approved by the Director General of DOP; and
    - (C) there must be, prior to that person's removal and replacement, a comprehensive handover to ensure that the new person has a reasonable understanding of the Planning Approval, the Project Documents and the Services; and
  - (iii) is located in Sydney for the performance of the Services and is available for consultation as any party may reasonably require from time to time.
- (c) The person required to perform all of the Services is [*insert name of person who will perform Services*].
- (d) The Other Parties may jointly direct the ER to remove from the performance of the Services the person referred to in clause 3.4(c) and the ER must comply with any such direction.

### 3.5 **Subcontracting**

- (a) The ER may not subcontract or permit the subcontracting of the performance of any of its Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed).
- (b) The ER remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting, and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the ER.

### 3.6 **Quality Assurance**

- (a) The ER must implement a quality system in accordance with AS/NZS ISO 9001 - 2000, and otherwise in a form reasonably acceptable to the Other Parties, to ensure compliance of the Services with the requirements of this deed.
- (b) The ER must prepare and submit to the Other Parties within 10 Business Days of the date of this deed a Services Implementation Plan which:
  - (i) gives a detailed description of how the ER intends to carry out and perform the Services; and
  - (ii) includes details of the proposed timing for the performance of discrete elements of the Services.

- (c) The ER must:
  - (i) progressively amend, update and develop the Services Implementation Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Services and any changes in the manner of performing the Services; and
  - (ii) submit each revision of the Services Implementation Plan to the Other Parties for their review and comment.
- (d) The Other Parties may:
  - (i) review the Services Implementation Plan submitted under clause 3.6(b) and any revision thereof submitted under clause 3.6(c); and
  - (ii) if the Services Implementation Plan (or any revision thereof) does not comply with this deed, notify the ER of the non-compliance.
- (e) If the ER receives a notice under clause 3.6(d), the ER must promptly submit an amended Services Implementation Plan to the Other Parties after which clause 3.6(d) will re-apply.
- (f) The Other Parties owe no duty to the ER to review the Services Implementation Plan for errors, omissions or compliance with this deed.
- (g) If the ER does not receive a notice under clause 3.6(d) within 15 Business Days after the submission of the relevant Services Implementation Plan, the relevant Services Implementation Plan submitted by the ER will be the Services Implementation Plan with which the ER must comply (as it is updated under this clause 3.6).
- (h) The ER will not be relieved of any requirement to perform any obligation under this deed as a result of:
  - (i) compliance with the quality assurance requirements of this deed; or
  - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this deed, including any:
    - (A) review of, comments upon, or notice in respect of, the Services Implementation Plan;
    - (B) failure to review, comment upon, or provide notice in respect of, the Services Implementation Plan; or
    - (C) any audit under clause 3.7.

### 3.7 **Audit**

- (a) Without limiting or otherwise affecting any of the ER's obligations under this deed or the Project Documents, the ER must:
  - (i) allow any audit of its quality assurance system under this deed by a third party, at the request of the Other Parties, and fully co-operate with that third party in respect of the carrying out of the quality assurance audit; and
  - (ii) allow DOP at any time to conduct an audit of actions undertaken by the ER and any approvals issued by the ER and must facilitate and assist DOP in the conduct of any such audit.

- (b) Without limiting the foregoing, the ER must, at all times:
  - (i) give to the third party or DOP (as applicable) access to premises occupied by the ER where the Services are being undertaken; and
  - (ii) permit the third party or DOP (as applicable) to inspect applicable information relevant to the quality assurance audit.

### 3.8 Access to records

The ER must:

- (a) keep proper and complete written records of the performance of the Services; and
- (b) within a reasonable time of any request, give the Other Parties (or any nominee of the Other Parties) access to any records or other documents received, prepared or generated by the ER in the course of carrying out the Services.

### 3.8A Documentation management and transmission

- (a) Without limiting clause 11.1, the ER must, if required by RMS's Representative or the Asset Trustee's Representative:
  - (i) implement and use the PDCS to manage and transmit all documentation connected with the New M5 Project in accordance with the processes and procedures required by RMS or the Asset Trustee;
  - (ii) align its document management and quality processes to complement and utilise the functions and features of the PDCS;
  - (iii) use the PDCS mail module for all correspondence relating to the New M5 Project between the ER and RMS, the Asset Trustee and the Contractor;
  - (iv) upload all documentation required for the performance of the Services to the PDCS; and
  - (v) strictly adhere to the documentation numbering system, metadata structures and revision code sequences which are required by RMS or the Asset Trustee.
- (b) Documents supplied to the ER by RMS or the Asset Trustee will remain the property of the RMS or Asset Trustee, as applicable and must be returned by the ER to RMS or the Asset Trustee, as applicable on demand in writing. The documents must not, without the prior written approval of RMS or the Asset Trustee, be used, copied or reproduced for any purpose other than the execution of the Services.
- (c) The ER must keep all the ER's records relating to the Services in secure and fireproof storage.
- (d) The ER will not be entitled to make, and RMS or the Asset Trustee will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 3.8A.
- (e) The ER must ensure that any documents and materials that it provides to RMS, the Asset Trustee or the Contractor in computer readable form contain no virus or computer software code which is intended or designed to:
  - (i) permit access to or use of a computer system by a third person not authorised by RMS, the Asset Trustee or the Contractor (as applicable); or

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

### 3.9 **Term**

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

- (a) completion of the Services; or
- (b) termination in accordance with clause 8.

## 4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

### 4.1 **ER to be independent**

The ER warrants to the Other Parties that in performing the Services, it will:

- (a) act professionally and independently of each and all of the Other Parties and in a timely manner;
- (b) act honestly, reasonably and fairly;
- (c) exercise the standard of care, knowledge, expertise, experience, skill and diligence which would be expected of an expert professional providing services similar to the Services within the design and construction industry generally and the construction of major engineering works in particular; and
- (d) without limiting this clause 4.1, act within the times prescribed under the Project Documents or as anticipated by the Overall D&C Program and the Subsidiary D&C Programs.

### 4.2 **Confidentiality**

- (a) The ER must:
  - (i) keep confidential details of this deed and all information and documents provided to, or by, the ER relating to the Services, the Project Works, the Temporary Works, this deed, the Project Documents or the New M5 Main Works and not provide, disclose or use the information or documents except:
    - (A) to disclose them to the Other Parties;
    - (B) for the purposes of performing the Services;
    - (C) where required by Law or to obtain legal advice on this deed; or
    - (D) with the prior written consent of the Other Parties; and
  - (ii) ensure that its subcontractors comply with the terms of clause 4.2(a).
- (b) This obligation will survive completion of the Services or the termination of this deed.

### 4.3 **Exclusivity**

- (a) The ER must not, and must procure that:

- (i) any related body corporate (as defined by sections 9 and 50 of the *Corporations Act 2001* (Cth)) of the ER; and
- (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,  
do not, during the Term:
- (iii) have any direct or indirect involvement (whether under contract or any other arrangement):
  - (A) with the Asset Trustee or the Contractor or any of their respective contractors, consultants or providers;
  - (B) in the New M5 Main Works; or
  - (C) in the Project Documents; or
- (iv) provide services to or advise any other person in relation to:
  - (A) the New M5 Project or any extension or expansion of the New M5 Project; or
  - (B) the Project Documents,

other than the provision of the Services under this deed, except with the prior written consent of the Other Parties which may be withheld or granted in their absolute discretion.

(b) The ER agrees that:

- (i) having regard to the New M5 Project, the Project Documents and the Services, clause 4.3(a) is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity of the New M5 Project and the Project Documents and to ensure the best value for money of the New M5 Project and the Project Documents; and
- (ii) damages may not be a sufficient remedy for the breach of clause 4.3 and each of the Other Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the ER, in addition to any other remedies available at Law or in equity.

#### 4.4 Relationship with the Other Parties

- (a) The ER is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of any Other Party.
- (b) Each party acknowledges and agrees that the ER has no authority to:
  - (i) give directions to any of the Other Parties other than as expressly set out in this deed or any of the documents referred to in Schedule 1;
  - (ii) waive or alter any terms of the Project Documents; or
  - (iii) discharge or release a party from any of its obligations pursuant to the Project Documents.

## 5. OBLIGATIONS OF THE OTHER PARTIES

### 5.1 No Interference or Influence

- (a) The Other Parties will not interfere with or attempt to improperly influence the ER in the performance of any of the Services. The parties acknowledge that any communication allowed by this deed will not of itself constitute a breach of this clause.
- (b) Clause 5.1(a) will not prevent the Other Parties from providing written comments to the ER in respect of the activities of the Asset Trustee or the Contractor and the ER must consider any such written comments.

### 5.2 Co-operation by the Asset Trustee and the Contractor

Without limiting or otherwise affecting any of the Asset Trustee's or the Contractor's obligations under this deed or the Project Documents, the Asset Trustee and the Contractor must:

- (a) co-operate with and provide the ER with all information and documents necessary or reasonably required by the ER, or otherwise requested by the ER or directed by RMS;
- (b) allow the ER to attend all meetings and procure for the ER access to such premises as may be reasonably necessary to enable the ER to perform the Services or as requested by the ER or directed by RMS, including allowing access to the Construction Site, the New M5 Main Works Site, any Extra Land and all areas where the Project Works and the Temporary Works are being performed; and
- (c) ensure that appropriate Hold Points and Witness Points are included in the Project Plans as reasonably required by the ER to enable the ER to perform the Services.
- (d) A copy of any written communication to the ER must be provided by the sending party to each of the Other Parties within 2 Business Days of providing the same to the ER.

### 5.3 Co-operation by RMS

RMS must co-operate with and provide the ER with all information and documents necessary and not obtainable by the ER from the Asset Trustee or the Contractor.

### 5.4 RMS to have no liability

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

- (a) to any party to this deed by reason of RMS being a party to this deed;
- (b) for the performance of any obligation of the Asset Trustee, the Contractor or the ER whether under or purportedly under this deed or the Project Documents or otherwise; or
- (c) for any stop work direction being issued by the ER to any or all of the Asset Trustee, the Contractor and RMS.

6. **CHANGES TO THE SERVICES, SUSPENSION OF THE SERVICES AND APPOINTMENT OF SUBSTITUTE ER**

- (a) Subject to clause 6(e), the Other Parties may jointly, by written notice to the ER, direct the ER to carry out a change to the Services (including an addition or omission) and the ER must comply with that direction.
- (b) The Fee to be paid to the ER in relation to a change to the Services referred to in clause 6(a) will be determined by reference to the relevant schedules of rates set out in the Payment Schedule. If an amount for the change to the Services cannot be determined by reference to the schedule of rates, the amount will be a reasonable amount as stated in writing by the Other Parties.
- (c) Subject to clause 6(e), the Other Parties may jointly, by written notice to the ER, direct the ER to suspend any or all of the Services for the period of time specified in the notice.
- (d) The ER acknowledges and agrees that the Other Parties may appoint another environmental management representative (**Substitute ER**) to carry out those Services which are omitted as a result of a change to the Services as directed under clause 6(a), and any decision of a Substitute ER appointed shall be treated (as between the Other Parties) as if it is a decision of the ER, and the Substitute ER shall have all of the rights and powers of the ER under the Project Documents in connection with those Services.
- (e) Except where the Other Parties obtain prior approval from DOP, the Other Parties may not:
  - (i) direct the ER to carry out a change to the Services; or
  - (ii) direct the suspension of the Services,to the extent that this prevents the ER from fulfilling and carrying out the obligations, functions, duties and services of the ER under the Planning Approval.
- (f) Notwithstanding a change to the Services or the appointment of a Substitute ER, the ER must continue to perform the Services, as varied in accordance with this clause 6, in accordance with this deed. Without prejudice to any claim in respect of the performance of the ER, the ER is not responsible for the performance of the Substitute ER.

7. **LIABILITY, INSURANCE AND INDEMNITY**

7.1 **Limitation of liability**

Subject to clause 7.2, the ER's liability under this deed from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to [REDACTED]:

- (a) [REDACTED]; and
- (b) [REDACTED]

## 7.2 Exclusions

The limitation of liability in clause 7.1 does not apply to any claims arising out of or in connection with any of the following on the part of the ER or anyone for whom it is responsible:

- (a) fraud or criminal conduct;
- (b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious or intentional indifference to any provision of this deed or the rights or welfare of, or foreseeable harmful consequences to, those who are or may be affected by that conduct, act or omission; or
- (c) gross negligence being any negligent act or omission which the ER knew, or ought reasonably to have been aware, would result in substantial losses being incurred by another party to this deed.

## 7.3 Insurances

The ER must from the date of the Project Deed hold and maintain:

- (a) professional indemnity insurance with:
  - (i) a limit of indemnity of not less than \$ [REDACTED] for any single claim in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act, error or omission by the ER or its employees, agents or consultants; and
  - (ii) a deductible of not more than \$ [REDACTED];
- (b) workers compensation insurance in accordance with the requirements of Law; and
- (c) public liability insurance:
  - (i) endorsed to indemnify each of the Other Parties as insureds to the extent that such parties are vicariously liable for the activities of the ER;
  - (ii) covering, without limitation, the ER's liability under clauses 7.8 and 7.9; and
  - (iii) of not less than \$ [REDACTED].

## 7.4 Notice of matter affecting insurance

- (a) The ER must notify the Other Parties 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.
- (b) The ER must not, without the written consent of all the Other Parties, either materially alter the terms of, risks covered by or sum insured under the professional indemnity insurance policy or public liability insurance policy.

## 7.5 Provision of information

The ER must provide to the Other Parties certificates of currency, with respect to the insurances effected and maintained by the ER for the purposes of this clause 7, at any time and from time to time on request by any Other Party and prior to the renewal of each policy.



## 7.6 **Periods for insurance**

The ER must maintain:

- (a) the professional indemnity insurance current until the Date of Completion or the date of termination of this deed, whichever is earlier;
- (b) the workers compensation insurance (if required by Law) current until it ceases to perform the Services;
- (c) the public liability insurance current until it ceases to perform the Services; and
- (d) any other insurances current for such time as may reasonably be required by the Other Parties.

## 7.7 **Obligations unaffected by insurance**

The requirement to effect and maintain insurance in this clause 7 does not limit the liability or other obligations of the ER under this deed.

## 7.8 **Indemnity in relation to property/persons**

Subject to clause 7.1, the ER is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:

- (a) any damage to or loss of property; or
- (b) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of or in any way in connection with an act, error or omission of the ER, its officers, employees, agents or consultants.

## 7.9 **Indemnity in relation to breach**

The ER is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of any breach of this deed by the ER (including any claim or loss which an Other Party may have to another party arising from such breach).

## 8. **TERMINATION OF APPOINTMENT**

### 8.1 **Notice of termination**

The Other Parties may jointly terminate the appointment of the ER under this deed by notice in writing served on the ER if:

- (a) the ER is in breach of this deed and the breach is not remediable in the reasonable opinion of the Other Parties;
- (b) the ER is in breach of this deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Other Parties of a notice specifying the breach and requiring the breach to be remedied;
- (c) an Insolvency Event occurs in relation to the ER; or
- (d) the Other Parties in their absolute discretion for any reason whatsoever serve on the ER a notice of termination of the appointment of the ER in respect of the

Services, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.

## 8.2 **Prior agreement on replacement**

Prior to serving a notice under clause 8.1:

- (a) the Other Parties must have agreed upon another person to act as a replacement for the ER; and
- (b) the person so agreed upon must have been approved as a replacement of the ER by the Director General of DOP.

## 8.3 **Termination**

Where a notice is served on the ER under clause 8.1, the appointment of the ER will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 8.1; or
- (b) the appointment of a replacement for the ER.

## 8.4 **Delivery of documents**

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

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the ER relating to the Services; and
- (b) acknowledges that the Other Parties have the right to use all such documents for any purposes in connection with the Project Documents, the New M5 Project, the Project Works, the Temporary Works, the Asset Trustee's Activities, the Project Trustee's Activities or the Contractor's Activities.

## 8.5 **Reasonable assistance**

Where the Other Parties give a notice under clause 8.1 of termination of the appointment of the ER, the ER must provide full assistance to the Other Parties and any replacement for the ER appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

## 8.6 **Payment until date of termination**

Where the appointment of the ER is terminated under clause 8.1(d), the ER is only entitled to be paid by the Asset Trustee and the Contractor the proportion of the Fee for Services performed up to the date of the termination.

## 8.7 **Termination without payment**

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

## 8.8 **Survive termination**

This clause 8 will survive the termination of this deed by the Other Parties under clause 8.1.

## 8.9 **Rights upon Termination**

If the appointment of the ER is terminated pursuant to clauses 8.1(a) to 8.1(c), the parties' remedies, rights and liabilities shall be the same as they would have been under the Law governing the deed had the ER repudiated the deed and the Other Parties elected to treat the deed as at an end and recover damages.

## 9. **EXPENSES, STAMP DUTY AND GST**

### 9.1 **Expenses**

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

### 9.2 **Stamp Duties**

- (a) The Contractor must:
  - (i) pay all stamp duties and any related fines and penalties and any other fees payable in respect of this deed, the performance of this deed and each transaction effected by or made under or pursuant to this deed; and
  - (ii) indemnify each other party against any liability arising from failure to comply with clause 9.2(a)(i).
- (b) The Contractor is authorised to apply for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause 9.2.

### 9.3 **GST**

- (a) Notwithstanding any other provision of this deed, any amount payable for a supply made under this deed which is calculated by reference to a cost, expense or other amount paid or incurred by a party will be reduced by an amount equal to any input tax credits to which that party is entitled to in respect of that cost, expense or other amount.
- (b) If GST becomes payable on any supply made by a party (the **Supplier**) under or in connection with this deed:
  - (i) any amount payable or consideration to be provided under this deed for that supply (**Agreed Amount**) is exclusive of GST;
  - (ii) an additional amount will be payable by the party to whom that supply is made (the **Recipient**), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and
  - (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this deed.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under sub-clause (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). The payment of the variation amount by the Supplier or the Recipient under this clause 9.3 (as the case may be) must

be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, 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) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and 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. 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 9.3 and any other matter considered by the expert to be relevant to the determination.

## 10. **CONFIDENTIALITY AND PUBLICITY**

### 10.1 **General restriction**

Subject to clause 10.2, no party will, at any time, without the written consent of the other parties, divulge or suffer or permit its servants, consultants or agents to divulge to any person (other than its officers, employees, consultants, advisers and agents who require such reports, studies, information and data to enable them to properly carry out their duties):

- (a) any of the contents of this deed;
- (b) any information relating to the negotiations concerning the same; or
- (c) any information which may have come to a party's knowledge in the course of such negotiations or otherwise concerning the operations, dealings, transactions, contracts, commercial or financial arrangements or affairs of the other parties.

### 10.2 **Exceptions**

The restrictions imposed by clause 10.1 will not apply to the disclosure of any information:

- (a) which is now or hereafter comes into the public domain or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited (if applicable);
- (c) as required for any legitimate NSW Government purpose or process;
- (d) pursuant to the contract summary required to be published in accordance with Premier's Memorandum No. 2007-01 dated 8 January 2007 or the NSW Public Private Partnership Guidelines published by the NSW Government and dated August 2012;
- (e) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the disclosing party is a party or to an expert in the course of any determination by him to which the disclosing party is a party;
- (f) which, in the reasonable opinion of a party, is required to be disclosed to:
  - (i) any actual or prospective investor in or lender to (or assignee or novatee of a lender to) the Group or the Contractor;

- (ii) any insurer in respect of the New M5 Project;
  - (iii) any of the parties' officers, employees, professional advisers, auditors or consultants; or
  - (iv) any person to whom disclosure is reasonably necessary to enable that person to comply with the Project Documents to which it is a party; or
- (g) by RMS that is not Commercially Sensitive Information; or
- (h) without limiting this clause 10.2 or clause 10.3, by RMS's Representative relating to this deed and which the parties agree (acting reasonably) is not Commercially Sensitive Information.

### 10.3 Disclosure by RMS

- (a) Notwithstanding the other provisions of this clause 10.3 but subject to clause 10.3(a)(i), the parties acknowledge that:
- (i) this deed will be made available to the Auditor-General in accordance with the *Public Finance and Audit Act 1983* (NSW);
  - (ii) information concerning this deed will be tabled in Parliament by or on behalf of RMS and will be published in accordance with applicable government policies and guidelines;
  - (iii) this deed and information concerning this deed will be published on RMS's contracts register in accordance with the GIPA Act; and
  - (iv) RMS and RMS's Representative may make this deed available to any person as required by any applicable Law.
- (b) The parties acknowledge that:
- (i) RMS has consulted with the Asset Trustee, the Contractor and the ER in relation to the disclosure of those parts of this deed that are not Commercially Sensitive Information;
  - (ii) RMS will notify the Asset Trustee, the Contractor and the ER of any proposed disclosure of any information that RMS considers (acting reasonably) may be Commercially Sensitive Information by RMS under the GIPA Act no later than 20 Business Days before the proposed date of disclosure;
  - (iii) following notification by RMS in accordance with clause 10.3(b)(ii), RMS will take reasonable steps to consult with the Asset Trustee, the Contractor and the ER before disclosing the information referred to in clause 10.3(b)(ii), including under the GIPA Act; and
  - (iv) if, following:
    - (A) notification by RMS in accordance with clause 10.3(b)(ii); or
    - (B) consultation between the parties in accordance with clause 10.3(b)(iii),

the Asset Trustee, the Contractor or the ER objects to the disclosure of some or all of the information referred to in clause 10.3(b)(ii), on the basis that it is Commercially Sensitive Information, the Asset Trustee, the Contractor or

the ER (as applicable) must provide details of any such objection within 5 Business Days of the date the Asset Trustee, the Contractor or the ER (as applicable) received notification from RMS or the date on which the consultation process concluded (as relevant).

- (c) RMS may take into account any objection received from the Asset Trustee, the Contractor or the ER pursuant to clause 10.3(b)(iv) in determining whether the information identified by the Asset Trustee, the Contractor or the ER as Commercially Sensitive Information should be disclosed.
- (d) Nothing in this clause 10.3 will limit or otherwise affect the discharge of RMS's obligations under the GIPA Act.

## 11. NOTICES

### 11.1 How to give a notice

- (a) Wherever referred to in this clause, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) At any time and from time to time RMS's Representative or the Asset Trustee's Representative may notify the ER and the Contractor that a PDCS will be used for giving Notices under or in connection with this deed. RMS's Representative's or the Asset Trustee's Representative's notice will set out:
  - (i) the name of the relevant PDCS;
  - (ii) the commencement date for use of the PDCS;
  - (iii) any password, login details or similar information required for the other parties to use the PDCS; and
  - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) Each Notice must:
  - (i) before the date referred to in clause 11.1(b)(ii), be:
    - (A) in writing, signed by or on behalf of the person giving it;
    - (B) addressed to the person to whom it is to be given; and
    - (C) either:
      - (aa) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
      - (bb) subject to clause 11.1(d), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address;
  - (ii) on and from the commencement date for use of the PDCS referred to in clause 11.1(b)(ii), be:
    - (A) subject to clause 11.1(c)(iii), sent through the PDCS in accordance with the requirements set out in clause 11.6;

- (B) in writing, signed by or on behalf of the person giving it;
  - (C) addressed to the person to whom it is to be given; and
  - (iii) in circumstances where the PDCS is temporarily disabled or not operating, issued in accordance with clause 11.1(c)(i); and
  - (iv) in the case of Notices which have been sent in accordance with clause 11.1(c)(i)(C)(bb) or 11.1(c)(ii) under clauses 1.7, 6, 7.4 or 8.1, in addition to the Notice sent pursuant to clause 11.1(c)(i)(C)(bb) or 11.1(c)(ii), a copy of the Notice must also be printed and delivered or posted to the person's address in accordance with clause 11.1(c)(i)(C)(aa).
- (d) The other parties must:
- (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
  - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
  - (iii) ensure all relevant personnel attend all necessary training required by RMS's Representative or the Asset Trustee's Representative;
  - (iv) advise RMS's Representative or the Asset Trustee's Representative of which personnel require access to the PDCS;
  - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
  - (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 11.1(c)(ii) to RMS's Representative or the Asset Trustee's Representative through the PDCS.
- (e) RMS and the Asset Trustee have no liability for any losses the ER or the Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the ER and the Contractor will not be entitled to make, and RMS and the Asset Trustee will not be liable upon, any Claim against RMS or the Asset Trustee arising out of or in connection with the ER's or the Contractor's access to or use of the PDCS or any failure of the PDCS.

## 11.2 Effectiveness of notices

- (a) A Notice referred to in clause 11.1(c)(iii) will not be effective unless it is delivered in accordance with clause 11.1(c)(i)(C)(aa); and
- (b) a Notice issued pursuant to clause 11.1(c)(iii) and a Notice issued pursuant to clause 11.1(c)(i)(C)(aa) must be identical, and in the event that they are not identical, neither Notice will constitute a valid Notice.

## 11.3 When a notice is given

A Notice that complies with this clause 11 is regarded as given and received:

- (a) if it is sent by mail:

- (i) within Australia – 2 Business Days after posting; or
  - (ii) to or from a place outside Australia – 5 Business Days after posting;
- (b) subject to clause 11.3(d), if it is sent by email:
- (i) by 5:00pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; or
  - (ii) after 5:00pm (local time in the place of receipt) on a Business Day, or a day that is not a Business Day - on the Business Day following the date on which it is sent equivalent to the date shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; and
- (c) subject to clause 11.3(d), if it is sent through the PDCS, at the time recorded on the PDCS as being the time at which the Notice was sent, unless that delivery is made on a non-Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and
- (d) where clause 11.1(c)(iii) applies, the relevant Notice will be taken to have been received on the later of:
- (i) the date determined in accordance with clause 11.3(b) or clause 11.3(c) (as the case may be); and
  - (ii) the date determined in accordance with clause 11.3(a).

#### 11.4 **Address for notices**

A person's address are those set out below, or as the person notifies the sender:

##### **RMS**

Address: 101 Miller Street  
North Sydney  
NSW 2060

Email address: [REDACTED]

Attention: 02 8588 4171

##### **Asset Trustee**

Address: Level 18, 101 Miller Street  
North Sydney NSW 2060  
(for delivery by hand)  
Locked Bag 928  
North Sydney NSW 2060  
(for delivery by post)

Email address: [REDACTED]

Attention: Mr [REDACTED]  
(Project Director – M5 Corridor)

##### **Contractor**

Address: Level 4, Tower A, 799 Pacific Highway, Chatswood, NSW 2067

Email address: [REDACTED]

Attention: [REDACTED]



**ER**

Address:

Email address:

Attention:

**11.5 Communications by email**

With respect to communications sent by email:

- (a) only the letter in .pdf format attached to the email and, subject to clause 11.5(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 11. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 11.1(c)(i)(C)(bb)) will only form part of a communication under this clause 11 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
  - (i) to ensure that their respective firewall and/or mail server (as applicable):
    - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received;
    - (B) does not trap any messages in the spam filter which:
      - (aa) in the case of notices sent by RMS to the Asset Trustee, the Contractor or the ER, have been sent from @rms.nsw.gov.au;
      - (bb) in the case of notices sent by the Asset Trustee to RMS, the Contractor or the ER, have been sent from @sydmotorway.com or @westconnex.com.au;
      - (cc) in the case of notices sent by the Contractor to RMS, the Asset Trustee or the ER, have been sent from @leicon.com.au, @dragados.com or @samsung.com; and
      - (dd) in the case of notices sent by the ER to RMS, the Asset Trustee or the Contractor, have been sent from [insert domain]; and
      - (ee) automatically sends a receipt notification to the sender upon receipt of a message; and
  - (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

**11.6 Communications by the PDCS**

With respect to Notices sent through the PDCS:

- (a) only the text in any Notice, or subject to clause 11.6(b), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and

- (b) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
  - (i) .pdf format;
  - (ii) a format compatible with Microsoft Office; or
- (c) such other format as may be agreed between the parties in writing from time to time.

## 12. MISCELLANEOUS

### 12.1 Further acts

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

### 12.2 Governing Law

This deed is governed by and must be construed according to the Law applying in New South Wales.

### 12.3 Jurisdiction

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 12.3(a).

### 12.4 RMS as a public authority

- (a) Subject to clause 12.4(b), the Asset Trustee, the Contractor and the ER acknowledge and agree that:
  - (i) nothing in this deed or in any of the Project Documents will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of RMS to exercise any of its functions and powers pursuant to any legislation; and
  - (ii) without limiting clause 12.4(a)(i) anything which RMS does, fails to do or purports to do pursuant to its functions and powers under any legislation will be deemed not to be an act or omission by RMS under this deed and will not entitle the Asset Trustee, the Contractor or the ER to make any Claim against RMS arising out of the subject matter of this deed and the other Project Documents to which RMS is a party.
- (b) The parties agree that clause 12.4(a) is taken not to limit any liability which RMS would have had to the Asset Trustee, the Contractor or the ER under this deed, or any other Project Document to which RMS is a party, as a result of a breach by RMS of a term of this deed or any other Project Document to which RMS is a party but for clause 12.4(a).

## 12.5 **Variation**

No modification, variation or amendment of this deed will be of any force unless such modification, variation or amendment is in writing and executed by each party.

## 12.6 **Assignment**

- (a) Neither the Contractor nor the Environmental Representative may assign, novate or otherwise transfer any of their respective rights or obligations under this deed without the prior written consent of each other party to this deed.
- (b) The Asset Trustee may, in its absolute discretion and without consent from the Contractor or the Environmental Representative, assign, novate or otherwise transfer any of its rights or obligations under this deed

## 12.7 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any right, power or remedy provided by Law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by a party of:
  - (i) a breach of any term of this deed; or
  - (ii) any other failure by a party to comply with a requirement of this deed,  
will operate as a waiver of:
    - (iii) another breach of that term or of a breach of any other term of this deed; or
    - (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

## 12.8 **Counterparts**

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

## 12.9 **Indemnities**

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

## 12.10 **Entire Agreement**

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

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

**12.11 No representation or reliance**

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

**12.12 Severance**

Any provision of this deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions hereof or thereof.

**12.13 Moratorium Legislation**

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

**12.14 Joint and several liability**

- (a) The obligations of a party, if more than one person, under this deed are joint and several and each person constituting that party acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the other parties to this deed may proceed against any one or all of them.
- (b) The rights of a party, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting that party (and not severally or jointly and severally).
- (c) Any payment by a party under this deed to any account nominated in writing by another party or, failing such nomination, to any one or more persons constituting that party, will be deemed to be payment to all persons constituting that party.
- (d) A party, if more than one person, may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting that party.

**12.15 Exclusion of proportionate liability scheme**

- (a) To the extent permitted by Law, Part 4 of the Civil Liability Act 2002 (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of a party under this deed whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting the above, the rights, obligations and liabilities of the parties under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

#### 12.16 **Limitation on Liability**

Despite any other provision of this deed, the Contractor's maximum aggregate liability to the counterparties to this deed and any person to whom the D&C Deed is novated or assigned in accordance with the terms of this deed, in respect of any claim or liability under, arising out of or in connection with the New M5 Project:

- (a) will not exceed the liability which the Contractor would have had under the D&C Deed if the counterparties to this deed and any person to whom the D&C Deed is novated or assigned had been named in the D&C Deed, jointly and severally, as the Asset Trustee; and
- (b) is otherwise subject to the same limitations on and exclusions of liability, counterclaims and defences expressed for the benefit of the Contractor in the D&C Deed and the Contractor will not be liable to the counterparties to this deed, under this deed in circumstances where its liability is excluded, or the category of loss or liability suffered or incurred by the counterparties to this deed is excluded, by the terms of the D&C Deed.

**Schedule 1**

**Project Documents**

1.	Project Deed
2.	D&C Deed

## Schedule 2

### ER Services

***[Note: The scope of the services will be updated once the planning requirements have been obtained. It is anticipated that the role of, and services to be performed by, the Environmental Representative pursuant to the terms of the Project Deed and the D&C Deed will be identical, however, if this is not the case then this Schedule may need to be updated to reflect the different requirements of the Project Deed and the D&C Deed.]***

The ER must:

- (a) discharge the role, functions, obligations, duties and services which the Project Documents require to, or contemplate will, be discharged by the ER, including those identified in the Planning Approval;
- (b) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Documents of the "ER" and the "Environmental Representative" and review information made available to the ER by the Other Parties in order to become fully acquainted with the New M5 Project;
- (c) attend meetings and report as required from time to time by the Other Parties;
- (d) carry out any additional services in relation to the New M5 Project as jointly directed in writing by the Other Parties;
- (e) submit in sufficient time to the Other Parties for review and comment a copy of any proposed certificate, approval or report to be issued by the ER (and each proposed direction or instruction, to the extent there is sufficient time for this to be done) before such document is issued by the ER;
- (f) provide any written approvals and certification required by the Planning Approval from the ER and ensure that copies of any such approvals and certification are provided at the same time to the Other Parties;
- (g) provide to the Other Parties a monthly register of complaints resulting from any activity approved by the ER. Copies of complaints relating to noise and vibration issues must be forwarded to the Other Parties immediately;
- (h) periodically audit and monitor the Asset Trustee's and the Contractor's environmental activities to evaluate the implementation, effectiveness and level of compliance of on-site construction activities with the EMP (Construction Stage), including carrying out site inspections of the Project Works, the Temporary Works, the Asset Trustee's Activities, the Project Trustee's Activities and the Contractor's Activities (as applicable) at least fortnightly;
- (i) record and provide a written report at least monthly to the Other Parties identifying non-conformances with the EMP (Construction Stage) that require the Asset Trustee or the Contractor to undertake mitigation measures to avoid or minimise any adverse impacts on the environment and/or report on changes required to the EMP (Construction Stage);
- (j) direct the Asset Trustee or the Contractor to stop work immediately if, in the view of the ER, an unacceptable impact on the environment is occurring or is likely to occur. The ER may also require the Asset Trustee or the Contractor to initiate reasonable actions, such as the introduction and authorisation of hold points by the ER, to avoid or minimise adverse impacts;

- (k) review corrective and preventive actions to ensure the effective implementation of mitigation measures to avoid or minimise the adverse impacts on the environment and/or required changes to the EMP (Construction Stage) identified in audits and inspections of the Project Works, the Temporary Works, the Asset Trustee's Activities, the Project Trustee's Activities and the Contractor's Activities (as applicable);
- (l) provide monthly reports to the Other Parties on matters relevant to carrying out the ER's role, including the issue of any stop work notices; and
- (m) immediately, and at the same time, provide advice to the Other Parties of any major issues resulting from the construction of the Project Works or the Temporary Works that were not dealt with expediently or adequately by the Asset Trustee or the Contractor.



### Schedule 3

#### Payment Schedule

##### 1. PAYMENT CLAIM

At the end of each month after the date of the Project Deed, the ER must submit to the Other Parties an account for payment on account of the Fee:

- (a) setting out the value of the Services performed in accordance with this deed during the relevant month;
- (b) calculated in accordance with this Payment Schedule; and
- (c) in such form and with such details and supporting documentation as the Other Parties may reasonably require (including details of the time expended by the ER in performing the Services).

##### 2. PAYMENT

Subject to clause 7 of this Payment Schedule, the Asset Trustee and the Contractor must, within 30 days after receipt of the account for the month, each pay the ER 50% of the portion of the Fee attributable to the Services performed during the month which is not disputed.

##### 3. NOTIFICATION OF DISPUTED AMOUNTS

If the Asset Trustee and the Contractor disagree with an amount included in an account, the Asset Trustee and the Contractor must, by joint written notice, notify the ER (with a copy to the other parties) in writing of the reasons for any amount which is disputed.

If the parties do not resolve the matter within 10 Business Days after the issue of the Asset Trustee's and the Contractor's joint written notice, RMS's Representative (acting reasonably and independently) must determine the dispute.

##### 4. THE FEE

The Fee consists of [ ].

##### 5. SCHEDULE OF RATES

###### Design Phase Services – adjustments

Nominated Personnel	Daily Rate (\$) (excluding GST)
[ ]	[ ]

###### Construction Phase Services

Nominated Personnel	Performance Time (Days)	Daily Rate (\$) (excluding GST)	Total (\$) (excluding GST)
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
<b>Budget - Construction (excluding GST)</b>			[ ]

These rates contain allowances for the provision of all materials, work, disbursements (other than as described in and payable under clause 6 of this Payment Schedule) and other costs necessary for and arising out of or in connection with the Services for which the ER is to be paid on a schedule of rates basis under this deed.

**6. DISBURSEMENTS**

- (a) Subject to clause 6(b) below, the ER will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the ER is to be paid on a schedule of rates basis under this deed if those disbursements:
  - (i) have been reasonably and properly incurred for the sole purpose of performing Services for which the ER is to be paid on a schedule of rates basis in accordance with this deed;
  - (ii) were approved in writing by the Asset Trustee and the Contractor prior to being incurred where they exceed [REDACTED]; and
  - (iii) are supported by documentation provided to the Asset Trustee and the Contractor which is satisfactory to the Asset Trustee and the Contractor.
- (b) The ER is not entitled to reimbursement of costs relating to vehicles and telecommunications.
- (c) The ER will not be entitled to make any claim against the Asset Trustee or the Contractor (or any of the other parties) arising out of or in connection with disbursements or other costs incurred in connection with the performance of the Services other than in accordance with clause 6(a) above.

**7. MONTHLY PAYMENT SCHEDULE FOR LUMP SUMS**

The ER is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month in question. Subject to clauses 1 and 2 of this Payment Schedule, the indicative monthly payment to be made under the lump sum and schedule of rates items (excluding disbursements) is set out in the following table:

<b>Month after date of the Project Deed</b> <i>[Note: To be adjusted to number of months required]</i>	<b>Payment (\$)</b> <b>(excluding GST)</b>
1	[ ]
2	[ ]
3	[ ]
4	[ ]
5	[ ]
6	[ ]
7	[ ]
8	[ ]
9	[ ]
10	[ ]

<b>Month after date of the Project Deed</b> <i>[Note: To be adjusted to number of months required]</i>	<b>Payment (\$)</b> <b>(excluding GST)</b>
11	[ ]
12	[ ]
13	[ ]
14	[ ]
15	[ ]
16	[ ]
17	[ ]
18	[ ]
19	[ ]
20	[ ]
21	[ ]
22	[ ]
23	[ ]
24	[ ]
25	[ ]
26	[ ]
27	[ ]
<b>TOTAL (excluding GST)</b>	[ ]

**8. GST**

All lump sums, rates and amounts in this Payment Schedule exclude GST.

**Schedule 4**

**Commercially Sensitive Information**

## Schedule 5

### Environmental Representative Deed Poll

(Clause 2.5)

#### Form of Environmental Representative Deed Poll

This **deed poll** (***Deed Poll***) made the                      day of                      2015

**By:**                      [*insert name of Environmental Representative*] (ABN [*insert Environmental Representative's ABN*]) of [*insert Environmental Representative's address*] (*Environmental Representative*),

**In favour of:** **Roads and Maritime Services** (ABN 76 236 371 088) of Level 9, 101 Miller Street, North Sydney, North Sydney NSW 2060 (***RMS***);

**WCX M5 AT Pty Ltd** (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) of Level 18, 10 Miller Street North Sydney, NSW 2060 (the ***Principal***); and

[**RailCorp** being the agency of Transport for NSW by that name.]

(together the ***Beneficiaries***).

#### Recitals

- A      RMS is responsible for the road network in Sydney.
- B      The Principal and the Contractor have engaged the Environmental Representative to perform Services in relation to Stage 2 of WestConnex, comprising the New M5 Main Works (the ***Works***).
- C      On or about the date of this Deed, the Contractor entered into the D&C Deed with the Principal in respect of the Project.
- D      The Beneficiaries are relying on the Environmental Representative to perform Services in accordance with the Deed of Appointment of Environmental Representative.
- E      The Beneficiaries will suffer loss if the Environmental Representative does not perform Services in accordance with the Deed of Appointment of Environmental Representative.
- F      It is a condition of the Deed of Appointment of Environmental Representative that the Environmental Representative executes this Deed Poll.

This Deed witnesses that the Environmental Representative hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

- 1      It will comply with its obligations under the Deed of Appointment of Environmental Representative.
- 2      The aggregate of the Environmental Representative's liability to the Beneficiaries under this Deed Poll and the Environmental Representative's liability to the Principal under the Deed of Appointment of Environmental Representative:
  - (a)      will not exceed the liability which the Environmental Representative would have had under the Deed of Appointment of Environmental Representative if the Deed of Appointment of Environmental Representative had named, as Principal, the Beneficiaries and the Principal jointly and severally;

- (b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Deed of Appointment of Environmental Representative.
- 3 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Contractor is to be construed as doing so only to the extent permitted by law.
- 4 Beneficiaries
- (a) The Principal may at any time give notice to the Environmental Representative that another entity is to become an additional Beneficiary under this Deed Poll. The Principal may give multiple notices under this clause. The Environmental Representative agrees that on and from the date of The Principal's notice, the entity identified by the Principal will be a Beneficiary under this Deed Poll.
- (b) If for any reason a Beneficiary is unable to enforce against the Environmental Representative its promises under this Deed Poll, the Environmental Representative agrees that the Principal may do so on behalf of any and all Beneficiaries.
- 5 The Beneficiaries may assign or charge the benefits and rights accrued under this Deed Poll.
- 6 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
- 7 The Environmental Representative hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 8 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
- 9 Where terms used in this Deed Poll are defined in the D&C Deed, those terms have the meaning given to them in the D&C Deed.

**Executed** as a Deed Poll.

**Executed** by [*insert Environmental Representative's name*] ABN [*insert Environmental Representative's ABN*]  
in accordance with section 127 of the Corporations Act 2001 (Cth):

---

Signature of Director

---

Signature of Secretary / other Director

---

Name of Director in full

---

Name of Secretary / other Director in full

**EXECUTED** as a deed.

Signed by **Roads and Maritime Services**,  
by its delegate, in the presence of:

\_\_\_\_\_  
Signature of delegate

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Executed** as a deed in accordance with  
section 127 of the *Corporations Act 2001*  
by **WCX M5 AT Pty Ltd** (ACN 608 798  
081) in its capacity as trustee of the WCX  
M5 Asset Trust (ABN 23 365 031 283):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



**SIGNED, SEALED and DELIVERED** for **LEIGHTON CONTRACTORS PTY LTD** (ABN 98 000 893 667) under Power of Attorney dated 2 September 2015 (and the Attorneys declare that they have not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for **DRAGADOS AUSTRALIA PTY LTD** (ABN 20 151 632 665) under Power of Attorney dated 24 July 2015 (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED, SEALED and DELIVERED** for  
**SAMSUNG C&T CORPORATION**  
(Registration Number 110111-0015762)  
under Power of Attorney dated  
28 October 2015 (and the Attorney  
declares that it has not received any  
notice of the revocation of the Power of  
Attorney) in the presence of:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Executed** as a deed in accordance with section 127 of the Corporations Act by [INSERT NAME & ABN OF ENVIRONMENTAL REPRESENTATIVE]:

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## **SCHEDULE 30A**

### **Senior Project Group**

(clause 8.5)

#### **1. CONSTITUTION**

- (a) The Senior Project Group will consist of:
  - (i) a person appointed under:
    - (A) clause 8.1 as the representative of RMS; and
    - (B) clause 8.3 in respect of each Trustee as the representative of that Trustee;
  - (ii) 2 persons from each party holding positions more senior to the persons referred to in paragraph 1(a)(i)A; and
  - (iii) such other members as the parties may from time to time agree.
- (b) The persons referred to in paragraph 1(a) may appoint delegates to attend Senior Project Group meetings in their absence and to otherwise discharge their responsibilities under clause 8.5 of this deed and this Schedule 30A.

#### **2. OBJECTIVES**

The objectives of the Senior Project Group will be to monitor and review the progress of the Project, including to:

- (a) assist in the resolution of any special matters referred to the Senior Project Group by a party, including issues arising in respect of the Third Party Agreements;
- (m) monitor the progress of the Asset Trustee's Activities and the Project Trustee's Activities; and
- (n) review all progress reports provided in accordance with the Project Documentation Schedule.

#### **3. MEETINGS**

- (a) The Senior Project Group will meet:
  - (i) monthly prior to the Date of Completion; and
  - (ii) thereafter, at such times as are requested by a party.
- (o) RMS will convene and chair meetings of the Senior Project Group and will take the minutes of all meetings and distribute the minutes to members of the Senior Project Group.
- (p) RMS:
  - (i) has the right to have representatives of any Authority attend any meeting of the Senior Project Group as observers; and
  - (ii) may request a Trustee to procure the attendance of representatives of the Operator, Subcontractors or any subcontractor, supplier or consultant of

them at any meeting of the Senior Project Group and the Trustee must comply with any such request.

- (q) Each Trustee has the right to have a representative of the Subcontractors and the Operator attend any meeting of the Senior Project Group as an observer.

## SCHEDULE 31

### Baseline Conditions

(Clause 6)

#### DEFINITIONS

The following definitions apply in this Schedule 31.

**Ancillary facility** means a temporary facility for construction, including, for example, an office and amenities compound, construction compound, batch plant (concrete or bitumen), material crushing and screening, materials storage compound, maintenance workshop, testing laboratory or material stockpile area.

**Construction** means all work in respect of the project, other than:

- (a) survey works including general alignment survey and survey controls (including installation of global positioning system (GPS), repeater stations, survey of existing and future utilities or building/road dilapidation surveys);
- (b) further investigations including investigative drilling, excavation or salvage, treatment of contaminated sites or work undertaken in accordance with a strategy or salvage operation required by the conditions of the approval;
- (c) establishing (but not operating) ancillary facilities/construction work sites in locations meeting the criteria identified in condition TC75, or where criteria have not been approved in accordance with conditions TC74F and/or TC75A. This includes the establishment of ancillary facilities across roads and the provision of services to the facility and installation of erosion and sedimentation controls;
- (d) minor clearing or translocation of native vegetation, as identified in the documents listed in condition TC1, or in accordance with approved reports or plans required by the conditions of this approval;
- (e) installation of environmental impact mitigation measures, (including erosion and sedimentation control, temporary exclusion fencing for sensitive areas and at-house acoustic treatment) and measures identified in approved strategies, plans, programs and other documents required by the conditions of this approval;
- (f) property acquisition adjustment works, including the installation of property fencing, demolition and removal of buildings;
- (g) relocation of utilities; and
- (h) other activities determined by the Environmental Representative to have minimal environmental impact (e.g. minor access roads, minor adjustments to services/utilities, temporary relocation of pedestrian and cycle paths and property access, etc).

Construction includes all work where heritage, threatened species, populations or endangered ecological communities would be affected, unless otherwise approved by the Secretary in consultation with the Office of Environment and Heritage.

**Feasible and reasonable** means consideration of best practice taking into account the benefit of proposed measures and their technological and associated operational application in the NSW and Australian context. **Feasible** relates to engineering considerations and what is practical to build. **Reasonable** relates to the application of judgment in arriving at a decision, taking into account

mitigation benefits and cost of mitigation versus benefits provided, community expectations and nature and extent of potential improvements.

Where requested by the Secretary, the proponent shall provide evidence as to how feasible and reasonable measures were considered and taken into account.

**Pre-construction** means all work in respect of the project that is excluded from the definition of construction.

**Secretary** means the Secretary of the Department of Planning and Environment.

**Sensitive receiver** means residence, educational institution (e.g. school, university, TAFE college), health care facility (e.g. nursing home, hospital) religious facility (e.g. church) and children's day care facility.

## **ADMINISTRATIVE CONDITIONS**

### **Obligation to minimise harm to the environment**

TC0. In addition to meeting the specific performance criteria established under this approval, the proponent shall implement all feasible and reasonable measures to prevent and/ or minimise any harm to the environment that may result from the construction or operation of the project.

### **Terms of Approval**

TC1. The proponent shall carry out the project generally in accordance with the:

- (a) State Significant Infrastructure Application;
- (b) Environmental Impact Statement (or such other environmental assessment and planning document as may be required by legislation);
- (c) Submissions Report (including a Preferred Infrastructure Report if one is prepared); and
- (d) conditions of approval.

TC2. In the event of any inconsistency between:

- (a) the conditions of approval and any document listed from condition TC1(a) to TC1(c) inclusive, the conditions of approval shall prevail to the extent of the inconsistency; and
- (b) any document listed from condition TC1(a) to TC1(c) inclusive and any other document listed from condition TC1(a) to TC1(c) inclusive, the most recent document shall prevail to the extent of the inconsistency.

TC3. The proponent shall comply with any reasonable requirement(s) of the Secretary arising from the Department's assessment of:

- (a) any reports, plans or correspondence that are submitted in accordance with the approval; and
- (b) the implementation of any actions or measures contained within those reports, plans or correspondence.

TC4. Subject to confidentiality, the proponent shall make all documents required under this approval available for public inspection on request.

## **Limits of Approval**

TC5. This approval shall lapse 10 years after the date on which it is granted, unless the works that are the subject of the approval are physically commenced on or before that date.

## **Statutory requirements**

TC6. The proponent shall ensure that all licences, permits and approvals are obtained as required by law and maintained as required throughout the life of the project. No condition of the approval removes the obligation for the proponent to obtain, renew or comply with such licences, permits or approvals.

TC7. Any changes to the scope of the infrastructure activity shall be subject to a consistency review. Should the review identify activity scope and environmental impacts inconsistent with the assessed infrastructure activity, a modification to the infrastructure activity approval would be required.

TC8. This approval does not apply to the operation of off-site spoil receiving locations and facilities. The receipt of spoil at these locations shall be undertaken in accordance with separate approvals or licences applying to those locations or facilities.

## **Staging**

TC9. The proponent may elect to construct and/or operate the project in stages. Where staging is proposed, the proponent shall submit a Staging Report to the Secretary prior to the commencement of each proposed stage. The Staging Report shall provide details of:

- (a) how the project would be staged, including general details of work activities associated with each stage and the general timing of when each stage would commence; and
- (b) details of the relevant conditions of approval, which would apply to each stage and how these shall be complied with across and between the stages of the project.

Where staging of the project is proposed, these conditions of approval are only required to be complied with at the relevant time and to the extent that they are relevant to the specific stage(s).

## **Submission of any strategy, plan or program**

TC10. The proponent shall ensure that any strategy, plan, program, or other document, required by the conditions of approval and relevant to each stage (as identified in the Staging Report) is submitted to the Secretary no later than one month prior to the commencement of the relevant stage(s), unless otherwise agreed by the Secretary.

### *Notes:*

- *While any strategy, plan or program may be submitted on a progressive basis, the proponent will need to ensure that existing operations on site are covered by relevant and suitable strategies, plans or programs at all times; and*
- *If the submission of any strategy, plan or program is to be staged, then the relevant strategy, plan or program shall clearly describe the specific stage to which the strategy, plan or program applies, the relationship of this stage to any future stages, and the trigger for updating the strategy, plan or program.*



## Compliance monitoring and tracking

- TC11. The proponent shall ensure that any strategy, plan, program (or the like) incorporates mitigation measures identified in the documents listed in condition TC1, as relevant, and as modified by this approval.
- TC12. The proponent shall take all appropriate measures to ensure that employees, contractors and sub-contractors are aware of, and comply with, the conditions of this approval relevant to their respective activities.
- TC13. The proponent shall be responsible for environmental impacts resulting from the actions of all persons that it invites onto the site, including contractors, sub-contractors and visitors.
- TC14. In the event of a dispute between the proponent and a public authority, in relation to an applicable requirement in this approval or relevant matters relating to the activity, either party may refer the matter to the Secretary for resolution. The Secretary's determination of any such dispute shall be final and binding on the parties unless further statutory approval is required.
- TC14A. The proponent shall prepare and implement a Compliance Tracking Program, to track compliance with the requirements of this approval. The Program shall be submitted to the Secretary for approval prior to the commencement of construction and operate for a minimum of 24 months following commencement of operation, subject to the Secretary's review of the outcomes of the Independent Audit Report referred to in condition TC126. The operation of the Program may be extended if the Secretary determines that there has been unsatisfactory compliance.

The Program shall include but not necessarily be limited to:

- (a) provision for the notification of the Secretary prior to the commencement of construction and prior to the commencement of operation of the project (including prior to each stage, where works are being staged);
- (b) provision for periodic review of the compliance status of the project against the requirements of this approval;
- (c) provision for the periodic reporting of compliance status to the Secretary, including but not limited to:
  - (i) a Pre-Construction Compliance Report prior to the commencement of construction;
  - (ii) half yearly Construction Compliance Reports for the duration of construction; and
  - (iii) a Pre-Operation Compliance Report prior to the commencement of operation.
- (d) a program for independent environmental auditing in accordance with AS/NZS ISO 19011:2014 – Guidelines for Auditing Management Systems;
- (e) mechanisms for recording environmental incidents during construction and actions taken in response to those incidents;
- (f) provision for reporting environmental incidents to the Secretary during construction, in accordance with conditions TC14B and TC14C;
- (g) procedures for rectifying any non-compliance identified during environmental auditing, review of compliance or incident management; and

- (h) provision for ensuring all employees, contractors and sub-contractors are aware of, and comply with, the conditions of this approval relevant to their respective activities.

### **Incident reporting**

TC14B. The proponent shall notify the EPA in relation to any pollution incident in carrying out the project as required by the *Protection of the Environment (Operations) Act 1997*. The proponent shall provide the Secretary with a record of any such notification.

TC14C. The proponent shall notify the Secretary (using the contact name and phone number notified by the Department from time to time) of any incident (other than those relating to the Protection of the Environment (Operations) Act 1997) with actual or potential significant off-site impacts on people or the biophysical environment within 24 hours of becoming aware of the incident on weekdays, or the following business day on weekends. The proponent shall provide full written details of the incident to the Secretary within seven days of the date on which the incident occurred.

TC14D. The proponent shall meet the requirements of the Secretary or relevant public authority (as determined by the Secretary) to address the cause or impact of any incident, as it relates to this approval, reported in accordance with condition TC14B and TC 14C, within such period as the Secretary may require.

## **ENVIRONMENTAL PERFORMANCE**

### **Air quality**

TC15. The project shall be constructed in a manner that minimises dust emissions from the site, including landfill closure-generated dust, wind-blown and traffic-generated dust and tracking of material onto public roads. All activities on the site shall be undertaken with the objective of preventing visible emissions of dust from the site. Should such visible dust emissions occur at any time, the proponent shall identify and implement all feasible and reasonable dust mitigation measures, including cessation of relevant works, as appropriate, such that emissions of visible dust cease.

### Physical requirements

TC15A. The ventilation outlets shall be constructed at the locations specified in the documents listed under condition TC1(a) to TC1(c).

TC15B. The ventilation outlets shall be constructed to achieve the outlet exit plane at the height specified in the documents listed under condition TC1(a) to TC1(c). The ventilation outlets shall be constructed at the heights specified in the documents listed under condition TC1(a) to TC1(c).

TC15C. The ventilation outlet exit plane shall have a minimum exit velocity:

- (a) as specified in the documents listed under condition TC1(a) to TC1(c); and
- (b) a velocity or variable velocity, to be determined in the Tunnel Ventilation, Incident Response and Traffic Management Systems Integration Protocol required under condition TC15F, but only if an equivalent or better environmental outcome than presented in the proponent's most up to date air assessment can be demonstrated to the satisfaction of the Secretary, in consultation with the EPA.

TC15D. The tunnel ventilation system shall be designed, constructed and operated to release emissions from the ventilation outlets and to avoid emissions from the portals or the tunnel support facilities, except for emergency smoke management purposes in the event of a fire in the tunnel and periodic testing of the system.

TC15E. The tunnel shall be designed and constructed so as to allow for potential future modification of the ventilation system if required. The proponent shall demonstrate by the production of a report, to the satisfaction of the Secretary, how this will be allowed for prior to finalising detailed design.

TC15F. The proponent shall install ventilation outlet emission sampling points and associated safe access thereto, during construction of the ventilation outlet. The sampling points shall be designed and located in accordance with the Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales (EPA 2007, or as updated), or an equivalent methodology approved by the Secretary in consultation with the EPA.

TC15G. Prior to operation, the proponent shall prepare and implement a Tunnel Ventilation, Traffic Incident Response and Traffic Management Systems Integration Protocol in consultation with the Transport Management Centre, for the approval of the Secretary. The Protocol must be reviewed by a suitably qualified and experienced independent ventilation specialist to confirm that, before the tunnel is open to traffic, the ventilation/ traffic management systems would operate together to ensure that conditions TC107, TC108, TC109, TC112 and TC117 are met. The Protocol should include a commissioning procedure to be completed before the tunnel is opened to traffic.

*Note:*

*Tunnel ventilation design and operation, incident response triggers and procedures, and traffic management, should be fully integrated in accordance with the primary objective of ensuring the safety of motorists in the tunnel.*

#### Air Quality Community Consultative Committee

TC15H. Prior to finalising the detailed design of the project and the establishment of the ambient air quality monitoring stations required under condition TC115, the proponent shall establish an Air Quality Community Consultative Committee (AQCCC) to provide input prior to and during the operation of the project. The AQCCC shall:

- (a) be comprised of:
  - (i) two representatives of the proponent and tunnel operator;
  - (ii) one representative from each of the relevant Councils; and
  - (iii) three representatives from the local community, whose appointment has been approved by an expression of interest process conducted by the proponent in consultation with the Secretary;
- (b) be chaired by an independent party put forward by the proponent and approved by the Secretary;
- (c) meet at least four times per year, or as otherwise agreed by the chair and the Secretary;
- (d) review and provide advice on the location of the community based monitoring stations, operation environmental management plans and other operation stage documents, compliance tracking reporting, audit reports, or complaints; and
- (e) provide advice on the dissemination of monitoring results and other information on air quality issues.

The AQCCC shall be operated for a period of two years from the commencement of operation, or as otherwise approved by the Secretary, in consultation with the chair.

## Odour

TC15I. The proponent shall not cause or permit the emission of offensive odours from the site, as defined under Section 129 of the POEO Act.

TC15J. The proponent shall implement all reasonable and feasible odour mitigation measures to prevent and minimise odour emissions from the former Alexandria Landfill during and post landfill closure.

## Landfill gas

TC15K. The proponent shall progressively install landfill gas management infrastructure at the Alexandria Landfill. Details regarding the design, installation, monitoring and maintenance of the landfill gas management infrastructure shall be detailed in the Landfill Closure Plan (refer to TC105A).

TC15L. The proponent shall ensure that landfill gas generated by the former Alexandria Landfill is appropriately collected and treated.

TC15M. The proponent shall ensure that landfill gas extraction systems at the former Alexandria Landfill are designed to incorporate all reasonable and feasible measures to minimise landfill gas accumulation and are installed to withstand the forces created by the weight and settlement of waste in the closed landfill and/or as a result of road infrastructure.

## **Biodiversity**

*Note: The proponent must also satisfy any relevant conditions of approval as issued under the Environment Protection and Biodiversity Conservation Act 1999.*

TC16. The clearing of native vegetation shall be minimised with the objective of reducing impacts to any threatened species or Endangered Ecological Communities where feasible and reasonable, consistent with the following:

- (a) clearing of native vegetation shall be limited to the total area specified in the documents listed under condition TC1;
- (b) clearing of Cooks River/Castlereagh Ironbark Forest of the Sydney Basin Bioregion shall be limited to the area specified in the documents listed under condition TC1; and
- (c) clearing of habitat shall be limited to the area specified in the documents listed under condition TC1.

Impacted vegetation shall be rehabilitated with endemic species (in the first instance) and locally native species, consistent with the Urban Design and Landscape Plan required under condition TC64A.

TC17. Where the clearing of bushland occurs within or in close proximity to areas currently subject to bushland restoration works, consultation shall be undertaken with the relevant council and other relevant stakeholders including bushcare groups, regarding the management of current restoration works areas. The re-routing of walking tracks and associated signage shall be implemented to reflect construction works within these bush regeneration and restoration areas.

## Pre clearing surveys

TC18. Prior to construction, pre clearing surveys and inspections for endangered and threatened species shall be undertaken to confirm the on-site location of those species. The surveys and inspections, and any subsequent relocation of species and associated

management/offset measures, shall be undertaken under the guidance of a suitably qualified and experienced ecologist. Methodologies shall be incorporated into the Construction Flora and Fauna Management Plan required by condition TC104, Green and Golden Bell Frog Management Plan required by condition TC84A and/or the Biodiversity Offset Package required under condition TC87.

TC19. Incidental or unanticipated threatened flora and fauna finds shall be immediately reported and clearing work stopped in the vicinity of the find to allow for an evaluation of an appropriate response in accordance with the Construction Flora and Fauna Management Plan.

#### Riparian areas

TC20. The proponent shall minimise riparian vegetation clearing during construction and undertake a targeted rehabilitation program post construction to restore in-stream and riparian habitat to at least pre-construction condition or better, unless otherwise agreed by DPI (Fisheries).

### **Noise and vibration**

#### Construction noise and vibration

TC21. The proponent shall implement all reasonable and feasible noise mitigation measures with the aim of achieving the following construction noise management levels and vibration criteria:

- (a) construction noise management levels established using the *Interim Construction Noise Guideline* (DECC, 2009);
- (b) vibration criteria established using the *Assessing Vibration: a Technical Guide* (DECC 2006) (for human exposure); and
- (c) the vibration limits set out in the *German Standard DIN 4150-3: Structural Vibration – effects of vibration on structures* (for structural damage).

Any construction activities identified as exceeding the construction noise management levels and/or vibration criteria shall be managed in accordance with the Construction Noise and Vibration Management Plan required under condition TC104.

*Note: The Interim Construction Noise Guideline identifies 'particularly annoying' activities that require the addition of 5 dB(A) to the predicted level before comparing to the construction NML.*

TC22. Construction activities associated with the project shall be undertaken during the following standard construction hours:

- (a) 7:00am to 6:00pm Mondays to Fridays, inclusive; and
- (b) 8:00am to 1:00pm Saturdays; and
- (c) at no time on Sundays or public holidays.

TC23. Notwithstanding condition TC22, tunnelling may be undertaken 24-hours per day, seven days per week.

*Note:*

*Other activities associated with the project (such as spoil handling and haulage) may be undertaken outside the hours specified in condition TC22 where allowed in accordance with condition TC25.*

TC24. Except as permitted by an EPL, activities resulting in impulsive or tonal noise emissions (such as rock breaking, rock hammering, pile driving) shall only be undertaken:

- (a) between the hours of 8:00 am to 6:00 pm Monday to Friday;
- (b) between the hours of 8:00 am to 1:00 pm Saturday; and
- (c) in continuous blocks not exceeding three hours each with a minimum respite from those activities and works of not less than one hour between each block.

For the purposes of this condition 'continuous' includes any period during which there is less than a one hour respite between ceasing and recommencing any of the work the subject of this condition.

TC25. Notwithstanding conditions TC22 to TC24, construction activities (including spoil handling and haulage) outside of the prescribed construction hours may be undertaken in any of the following circumstances:

- (a) construction works that generate air-borne noise ( $L_{Aeq(15\text{-minute})}$ ) that is:
  - (i) no more than 5 dB(A) above the rating background level at any residence in accordance with the Interim Construction Noise Guideline (DECC, 2009); and
  - (ii) no more than the noise management levels specified in Table 3 of the Interim Construction Noise Guideline (Department of Environment and Climate Change, 2009) at other sensitive land uses;
- (b) construction works that generate continuous or impulsive vibration values, measured at the most affected residence, that are no more than those for human exposure to vibration, specified for residences in Table 2.2 of Assessing Vibration: a technical guideline (DEC, 2006);
- (c) works that generate intermittent vibration values, measured at the most affected residence, that are no more than those for human exposure to vibration, specified for residences in Table 2.4 of Assessing Vibration: a technical guideline (DEC, 2006);
- (d) where a negotiated agreement has been reached with affected receivers, where the prescribed noise and vibration levels cannot be achieved;
- (e) for the delivery of materials required outside these hours by the NSW Police Force or other authorities for safety reasons;
- (f) where it is required in an emergency to avoid the loss of lives, property and/or to prevent environmental harm;
- (f1) construction works approved through an Out-of-Hours Work Protocol prepared as part of the Construction Noise and Vibration Management Plan required by condition TC104, provided the relevant Council, local residents and other affected stakeholders and sensitive receivers are informed of the timing and duration at least 48 hours prior to the commencement of the works; and
- (g) works approved through an EPL, including for works identified in an Out-of-Hours Work Protocol.

TC26. Reasonable and feasible noise mitigation measures should be applied to construction activities when the following residential ground-borne noise levels are exceeded:

(a) evening (6:00pm to 10 pm) — Internal  $L_{Aeq(15 \text{ minute})}$ : 40dB(A); and

(b) night (10pm to 7am) — Internal  $L_{Aeq(15 \text{ minute})}$ : 35 dB(A).

The mitigation measures shall be outlined in the Construction Noise and Vibration Management Plan (including the Out-Of-Hours Work Protocol) required by condition TC104.

TC27. Wherever practical, piling activities that affect sensitive receivers shall be undertaken using quieter alternative methods than impact or percussion piling, such as bored piles or vibrated piles.

TC27A. The proponent shall implement operational noise mitigation measures at receivers, or equivalent temporary measures, at the start of construction, and in areas where the documents listed in condition TC1 have identified high noise impacts (including at or adjacent to construction work sites or ancillary facilities), and where existing noise barriers are to be altered.

TC27B. During construction, affected educational institutions shall be consulted and reasonable steps taken to ensure that noise generating construction works in the vicinity of affected buildings are not timetabled during examination periods where practicable, unless other reasonable arrangements satisfactory to the affected institutions are made, at no cost to the affected institution.

TC27C. During construction, proponents of other construction works in the vicinity of the project shall be consulted and reasonable steps taken to coordinate works to minimise impacts on, and maximise respite for, affected sensitive receivers.

#### Construction traffic noise

TC27D. Construction traffic movements on public roads shall aim to limit any increase in existing road traffic noise levels to no more than 2 dB(A). All feasible and reasonable noise mitigation and management measures shall be implemented and any activities that could exceed the construction noise management levels shall be identified and managed in accordance with the Construction Noise and Vibration Management Plan (condition TC104).

TC27E. The proponent is to ensure that construction vehicle contractors operate so as to minimise any sleep disturbance impacts. Measures that could be used include toolbox talks, contracts that include provisions to deal with unsatisfactory noise performance for the vehicle and/or the operator, and specifying non-tonal movement alarms in place of reversing beepers or alternatives such as reversing cameras and proximity alarms, or a combination of these, where tonal alarms are not mandated by legislation.

TC27F. No use of compression brakes shall be permitted for construction vehicles associated with the project during construction.

#### Blasting

TC27G. Should blasting be required, the proponent shall prepare a Blast Management Strategy in consultation with the EPA and incorporate this Strategy into the Construction Noise and Vibration Management Plan required under condition TC104. The Strategy shall be prepared with an aim to demonstrate that all blasting and associated activities will be undertaken in a manner that will not generate unacceptable noise and vibration impacts or pose a significant risk impact to residences and sensitive receivers. The Strategy shall also address the principles outlined in Hazardous Industry Planning Advisory Paper No 6: Hazard Analysis (Department of Planning January 2011) and Assessment Guideline: Multi-

Level Risk Assessment (Department of Planning and Infrastructure May 2011) for the handling and storage of hazardous materials. Issues to be considered in the Strategy shall include, but not necessarily be limited to:

- (a) details of blasting to be performed, including location, method and justification of the need to blast;
- (b) identification of any potentially affected noise and vibration sensitive sites including heritage buildings and utilities;
- (c) establishment of appropriate criteria for blast overpressure and ground vibration levels at each category of noise sensitive site;
- (d) details of the storage and handling arrangements for explosive materials and the proposed transport of those materials to the construction site;
- (e) identification of hazardous situations that may arise from the storage and handling of explosives, the blasting process and recovery of the blast site after detonation of the explosives;
- (f) determination of potential noise and vibration and risk impacts from blasting and appropriate best management practices; and
- (g) community consultation procedures.

TC27H. The vibration levels for blasting activities, including both above ground and underground work, shall meet the requirements of TC28 and TC29.

TC27I. Blasts shall be limited to an average of one single detonation in any one day, and a maximum of six per week, unless otherwise agreed by the EPA through consultation on the Construction Noise and Vibration Management Plan.

TC27J. For any section of tunnel construction where blasting is proposed, a series of initial trials at reduced scale shall be conducted prior to production blasting to determine site-specific blast response characteristics and to define allowable blast sizes to meet the airblast overpressure and ground vibration limits in conditions TC28 and TC29.

TC27K. Blasting associated with the project shall only be undertaken during the following hours:

- (a) 9:00 am to 5:00 pm, Monday to Friday, inclusive;
- (b) 9:00 am to 1:00 pm Saturday; and
- (c) at no time on Sunday or on a public holiday.

This condition does not apply in the event of a direction from police or other relevant authority for safety or emergency reasons to avoid loss of life, property loss and/or to prevent environmental harm.

TC27L. Where vibration levels exceed the acceptable vibration dose values, feasible and reasonable mitigation measures shall be considered and implemented.

TC28. Airblast overpressure generated by blasting associated with the project shall not exceed the criteria specified in Table 1 when measured at the most affected residence or other sensitive receiver.



**Table 1 – Airblast overpressure criteria**

<b>Airblast overpressure (dB(Lin Peak))</b>	<b>Allowable exceedance</b>
115	5% of total number of blasts over a 12 month period
120	0%

TC29. Ground vibration generated by blasting associated with the project shall be limited for human comfort to the criteria specified in Table 2 when measured at the most affected residence or other sensitive receiver.

**Table 2 – Ground vibration limits for human comfort (AS 2187.2)**

<b>Receiver</b>	<b>Type of blasting operations</b>	<b>Peak component particle velocity (mm/s)</b>
Sensitive site*	Operations lasting longer than 12 months or more than 20 blasts	5 mm/s for 95% of blasts per year and 10 mm/s maximum unless agreement is reached with the occupier that a higher limit may apply.
Sensitive site*	Operations lasting for less than 12 months or fewer than 20 blasts	10 mm/s maximum unless agreement is reached with the occupier that a higher limit may apply.
Occupied non-sensitive sites, such as factories and commercial premises	All blasting	25 mm/s maximum unless agreement is reached with the occupier that a higher limit may apply. For sites containing equipment sensitive to vibration, the vibration should be kept below manufacturer's specifications or levels that can be shown to adversely affect equipment operation.

*Note:*

- *A sensitive site includes houses and low rise residential buildings, theatres, schools and other similar buildings occupied by people.*
- *The recommendations in Table J4.5(A) of AS 2187.2 are intended to be informative and do not override statutory requirements with respect to human comfort limits set by various authorities. They should be read in conjunction with any such statutory requirements and with regard to their respective jurisdictions.*

TC29A. The blasting criteria identified in conditions TC28 and TC29 do not apply where the proponent has a written agreement with the relevant landowner to exceed the criteria and the Secretary has approved the terms of the written agreement. In obtaining the Secretary's approval for any such agreement, the proponent shall submit to the Secretary:

- (a) details of the proposed blasting program and justification for the proposed increase to blasting criteria including alternatives considered (where relevant);
- (b) an assessment of the environmental impacts of the increased blast limits on the surrounding environment and most affected residences or other sensitive receivers including, but not limited to noise, vibration and air quality and any risk to surrounding utilities, services or other structures;
- (c) details of the blast management, mitigation and monitoring procedures to be implemented; and
- (d) details of consultation undertaken and agreement reached with the relevant landowners (including a copy of the agreement in relation to increased blasting limits).

The following exclusions apply to the application of this condition:

- (i) Any agreements reached may be terminated by the landowner at any time should concerns about the increased blasting limits be unresolved;
- (ii) The blasting limit agreed to under any agreement can at no time exceed a maximum Peak Particle Velocity vibration level of 25 mm/s or maximum airblast overpressure level of 125 dBL; and
- (iii) The provisions under this condition (to increase applicable blast criteria in agreement with the relevant landowners) do not apply where the property is a heritage property.

TC30. Not used.

TC31. Not used.

TC32. Not used.

TC33. Not used.

### **Heritage**

TC34. The proponent shall not harm, modify or otherwise impact the heritage items that have been identified as being avoided by the project in the Environmental Impact Statement (as referenced in condition TC1).

TC34A. The proponent shall not harm, modify or otherwise impact any heritage items outside the project footprint.

TC35. The proponent shall detail avoidance, mitigation and management measures for all heritage items in the study area adopted in heritage impact assessments included in the documents listed under condition TC1, and any heritage item in the vicinity of the study area that may be affected by the project, noting the provisions of condition TC34. The avoidance, mitigation and management measures are to be detailed in the Construction Heritage Management Plan and the Construction Noise and Vibration Management Plan required by condition TC104.

TC35A. Prior to commencement of pre-construction or construction affecting locally listed heritage items, the proponent shall complete archival recordings of existing condition, including photographic recording of these heritage items, unless otherwise agreed by the Secretary.

Archival recording shall be undertaken by an experienced heritage consultant, in accordance with the Guidelines issued by the Heritage Council of NSW. Within 6 months of

completing the archival recording, the proponent shall submit a report containing the archival and photographic recordings to the Department, the Heritage Council of NSW, the local library and relevant Council.

- TC36. Identified impacts to heritage items shall be minimised where feasible and reasonable through both detailed design and construction. Where impacts are unavoidable, works shall be undertaken in accordance with the actions to manage heritage construction impacts specified in the Construction Heritage Management Plan required by condition TC104 and under the guidance of a suitably qualified and experienced heritage specialist.
- TC37. Prior to conducting acoustic treatment at any heritage item in accordance with this approval, the proponent shall obtain and implement the advice of a suitably qualified and experienced built heritage expert to ensure any such work is carried out in a manner sympathetic to the heritage values of the item.
- TC38. Not used.
- TC39. Not used.
- TC40. This approval does not allow the proponent to destroy, modify or otherwise physically affect human remains as part of the project.
- TC41. Where previously un-identified heritage items are discovered during construction of the project, the proponent shall implement appropriate procedures for managing those impacts as specified in the Construction Heritage Management Plan required by condition TC104.

#### **Soil, water quality and hydrology**

- TC42. Except as may be provided by an Environment Protection Licence (EPL), the project shall be constructed and operated to comply with section 120 of the Protection of the Environment Operations Act 1997, which prohibits the pollution of waters.
- TC42A. Leachate collected within the former Alexandria Landfill during and post landfill closure activities shall be discharged to sewer in accordance with the requirements of the Trade Waste Agreement entered into with Sydney Water Corporation.

#### Construction soil and water management

- TC43. Soil and water management measures consistent with Managing Urban Stormwater - Soils and Construction Vols 1 and 2, 4th Edition (Landcom, 2004) shall be employed during the construction of the project to minimise soil erosion and the discharge of sediment and other pollutants to land and/or waters.
- TC43A. All activities taking place in, on or under waterfront land, as defined in the Water Management Act 2000 shall be conducted generally in accordance with the NSW Office of Water's Guidelines for Controlled Activities.
- TC44. Where available and practicable, and of appropriate chemical and biological quality, stormwater, recycled water, groundwater inflow into tunnels or other water sources shall be used in preference to potable water for construction activities, including concrete mixing and dust control.

#### Leachate management and collection system

- TC44A. The leachate management and collection system shall:
- (a) be designed and installed generally in accordance with the conceptual design in the documents listed under condition TC1 and applicable Australian Standards, unless otherwise approved by the EPA;

- (b) ensure that leachate generated in the former Alexandria Landfill is minimised and appropriately contained, collected and disposed of during and post landfill closure;
- (c) be designed, constructed and operated to prevent leachate from escaping to surface water, groundwater or the surrounding subsoils within modified landfill cells;
- (d) be designed, constructed and operated to ensure it is able to withstand the forces created by the weight and settlement of land as a result of landfill closure and/or road infrastructure construction.
- (e) direct all surface water from areas not subject to exposed waste, waste relocation or leachate disposal away from the leachate management system; and
- (f) treat all water that has entered areas that contain exposed waste or open landfill cells, or have been contaminated by leachate, as leachate during and post landfill closure.

The design of the leachate management and collection system shall be detailed in the Landfill Closure Plan and shall be constructed to the satisfaction of the Secretary.

#### Groundwater

- TC45. The proponent shall design and construct the project, as far as feasible and reasonable, in a manner that minimises impacts to groundwater hydrology including capture, drawdown and quality.
- TC45A. The proponent shall take all feasible and reasonable measures to limit operational groundwater inflows in each tunnel to no greater than one litre per second across any given kilometre of tunnel.
- TC45B. The proponent shall take all feasible and reasonable measures to limit ongoing groundwater inflows in the former Alexandria Landfill.
- TC46. All surface water and groundwater shall be adequately treated as far as practicable, prior to entering the stormwater system to protect the receiving watercourse quality.
- TC47. The management of groundwater and surface water ingress in the tunnels and the former Alexandria Landfill, including the design of capture, treatment and discharge methods shall be undertaken in consultation with the EPA and NSW Office of Water.

#### Watercourse crossings

- TC48. Watercourses affected by the project shall, where feasible and reasonable, be rehabilitated to emulate a natural stream system. The rehabilitation shall be consistent with *Controlled activities on waterfront land: Guidelines for watercourse crossings on waterfront land* (Department of Primary Industries, July 2012) and stream armouring should be minimised to the greatest extent possible.
- TC49. Watercourse crossings, including temporary platforms, waterway crossings and/or coffer dams, shall be designed in consultation with DPI (Fisheries) and NSW Office of Water, and where feasible and reasonable, be consistent with the *NSW Guidelines for Controlled Activities Watercourse Crossings* (NSW Office of Water 2012), *Why do Fish Need to Cross the Road?: Fish Passage Requirements for Waterway Crossings* (Fairfull and Witherbridge 2003), *Policy and Guidelines for Fish Friendly Waterway Crossings* (NSW Fisheries February 2004), and *Policy and Guidelines for Fish Habitat Conservation and Management* (DPI Fisheries 2013). Where multiple cell culverts are proposed for crossings of fish habitat

streams, at least one cell shall be provided for fish passage, with an invert or bed level that mimics creek flows.

#### Flood Mitigation Strategy

TC50. A Flood Mitigation Strategy shall be prepared in respect of the flood prone land and overland flowpaths for the waterways and catchments in the vicinity of the project. The Strategy shall be designed to ensure that the project, where feasible and reasonable, does not worsen existing flooding characteristics in the vicinity of the project. The Strategy shall include but not be limited to:

- (a) the identification of flood risks to the project and adjoining areas, including further modelling and the consideration of local drainage catchment assessments, and climate change implications on rainfall and drainage characteristics. This must consider blockages of waterway structures from floating debris in its flood level modelling;
- (b) the identification of design and mitigation measures that would be implemented to protect proposed operations and not worsen existing flooding characteristics within and in the vicinity of the project boundary during construction and operation, including soil erosion and scouring;
- (c) consideration of limiting flooding characteristics to the following levels:
  - (i) a maximum increase in inundation time of one hour in a 1 in 100 year ARI rainfall event;
  - (ii) a maximum increase of 10mm in inundation at properties where floor levels are currently exceeded in a 1 in 100 year ARI rainfall event; and
  - (iii) a maximum increase of 50mm in inundation at properties where floor levels would not be exceeded in a 1 in 100 year ARI rainfall event.
  - (iv) or else provide alternative flood mitigation solutions consistent with the intent of these limits;
- (d) the identification of measures to be implemented to minimise scour and dissipate energy at locations where flood velocities are predicted to increase as a result of the project and cause localised soil erosion;
- (e) identification of drainage system upgrades; and
- (f) identification of the timing and maintenance responsibility of any necessary works.

The strategy shall be prepared by a suitably qualified and experienced person in consultation with directly affected landowners, the NSW Office of Water, OEH, and relevant Councils.

The Strategy shall be peer reviewed and confirmed as meeting the requirements of this condition by a suitably qualified and experienced independent hydrological engineer. The Strategy shall be submitted to the Secretary and the relevant Council prior to the commencement of construction in the vicinity of the flood prone land and overland flowpaths for the waterways and catchments in the vicinity of the project, or as otherwise agreed by the Secretary.

TC50A. All relevant information shall be provided to the relevant Council and/ or NSW State Emergency Service, to assist in the preparation of any new or necessary update(s) to the

relevant plans and documents in relation to flooding, to reflect changes in flooding levels, flows and characteristics as a result of the project.

#### Water Quality Plan and Monitoring Program

TC50B. A Water Quality Plan and Monitoring Program shall be prepared and implemented to ensure that the project monitors and avoids or mitigates impacts on surface and groundwater quality and resources, during construction and operation. The Plan and Program shall be developed in consultation with the EPA, DPI (Fisheries), NSW Office of Water, DoE and relevant Councils, for the approval of the Secretary, and shall include but not necessarily be limited to:

- (a) identification of works and activities during construction and operation of the project, including tunnel discharge, runoff, emergencies and spill events, that have the potential to impact on surface water quality of potentially affected watercourses and riparian land;
- (b) a risk management framework for evaluation of the risks to groundwater and surface water resources and dependent ecosystems as a result of groundwater inflows to the tunnels, including definition of impacts that trigger contingency and ameliorative measures;
- (c) the identification of environmental management measures relating to surface and groundwater during construction and operation, including water treatment, erosion and sediment control plans and stormwater management measures consistent with Water Sensitive Urban Design measures, where relevant, and consistent with the measures detailed in the documents listed in condition TC1, including the specifications and design details of the water treatment plants;
- (d) commitment to designing discharge points into watercourses affected by the proposal to emulate a natural stream system, where feasible and reasonable;
- (e) the presentation of water quality objectives, standards and parameters, having regard to the Australian and New Zealand guidelines for fresh and marine water quality (Agriculture and Resource Management Council of Australia and New Zealand and the Australian and New Zealand Environment and Conservation Council 2000), developed in accordance with condition TC50C and endorsed by EPA;
- (f) representative background monitoring data (including but not necessarily limited to representative data collected by the relevant Council, and considering seasonality) for surface and groundwater quality parameters, to establish baseline water conditions prior to the commencement of construction;
- (g) identification of construction and operational phase surface and groundwater quality monitoring locations (including watercourses, waterbodies and wetlands) which are representative of the potential extent of impacts from the project, including the relevant analytes and frequency of monitoring;
- (h) commitment to a minimum monitoring period of three years following the completion of construction or until the affected waterways and/ or groundwater resources are certified by a suitably qualified and experienced independent expert as being rehabilitated to an acceptable condition. The monitoring shall also confirm the establishment of operational water control measures (such as sedimentation basins and vegetation swales);
- (i) contingency and ameliorative measures in the event that adverse impacts to water quality are identified, with reference to the impact triggers defined in accordance with (b) above;

- (j) identification of and commitment to 'make good' provisions for groundwater users to be implemented in the event of a decline in water supply levels from existing bores associated with groundwater changes from either construction and ongoing operational dewatering caused by the project; and
- (k) reporting of the monitoring results to the Secretary, EPA, OEH, NSW Office of Water, DPI (Fisheries) and the relevant Council;

The construction elements of the Plan and Program shall be submitted to the Secretary for approval prior to the commencement of construction of the project, as part of the Construction Soil and Water Management Plan required by condition TC104. The operational elements of the Plan and Program shall be detailed in principle as part of the Construction Soil and Water Management Plan. The final operational elements of the Plan and Program shall be submitted to the Secretary for approval one year prior to the commencement of operation of the project, unless otherwise agreed by the Secretary. A copy of the Plan and Program shall be submitted to the EPA, DPI (Fisheries), NSW Office of Water and relevant Councils prior to its implementation.

TC50C. As part of the Water Quality Plan and Monitoring Program, the proponent shall provide details of how the potential impact of discharges on receiving waters would be avoided or minimised, which shall include but not necessarily be limited to:

- (a) characterisation of current water quality in any receiving waters that could be affected by the proposal;
- (b) a statement of the ambient water quality objectives and the environmental values for the receiving waters relevant to the proposal;
- (c) a statement of the indicators and associated trigger values or criteria for the identified environmental values;
- (d) details of the significance of any identified impacts on surface waters including consideration of the relevant ambient water quality outcomes;
- (e) demonstration of how the proposal will be designed and operated to:
  - (i) protect the water quality objectives for receiving waters, where they are currently being achieved, and
  - (ii) contribute towards achievement of the water quality objectives over time, where they are not currently being achieved; and
- (f) demonstration that any discharge water quality is consistent with supporting a slightly to moderately disturbed level of aquatic ecosystem protection for receiving waters as defined by the *Australian and New Zealand guidelines for fresh and marine water quality* (Agriculture and Resource Management Council of Australia and New Zealand and the Australian and New Zealand Environment and Conservation Council 2000).

#### Land contamination

TC51. With the exception of activities described in TC51A, prior to the commencement of site preparation and excavation activities, or as otherwise agreed by the Secretary, in areas identified as having a moderate to high risk of contamination, a Soil Contamination Report shall be prepared by a suitably qualified person(s) in accordance with the requirements of the *Contaminated Land Management Act 1997* and associated guidelines, detailing the outcomes of Phase 2 contamination investigations within these areas. The Report shall detail, where relevant, whether the land is suitable (for the intended land use) or can be

made suitable through remediation and/or outline the potential contamination risks from the project to human health and receiving waterways.

For land to be disturbed by the project, where the investigations identify that the site is suitable for the intended operations and that there is no need for a specific remediation strategy, measures to identify, handle and manage potential contaminated soils (including spoil), materials and groundwater shall be identified in the Report and incorporated into the Construction Environmental Management Plan and Soil and Water Quality Management Plan. Should a remediation strategy be required, the Report shall include a remediation plan for addressing the disturbed area, and how the environmental and human health risks will be managed during the disturbance, remediation and/or removal of contaminated soil or groundwater.

If required, the Report shall be accompanied by a Site Audit Statement(s), prepared by an accredited Site Auditor under the *Contaminated Land Management Act 1997*, verifying that the disturbed area has been or can be remediated to a standard consistent with the intended land use. A final Site Audit Statement(s), if required, shall be prepared by an accredited Site Auditor, certifying that the contaminated disturbed areas have been remediated to a standard consistent with the intended land use and shall be submitted to the Secretary and Relevant councils prior to operation of the site.

*Note: Terms used in this condition have the same meaning as in the Contaminated Land Management Act 1997.*

TC51A. Prior to the commencement of landfill closure activities, the proponent shall prepare and submit Remedial Action Plan(s) for the activities as described in the Landfill Closure Management Plan to demonstrate that the site can be made suitable for the intended land uses as described in the documents listed in TC1. The Remedial Action Plan(s) shall:

- (a) Set remediation goals that ensure the remediated site will be suitable for the intended land use(s)
- (b) Document in detail all procedures and plans to be implemented to reduce risks to acceptable levels for the intended land use(s)
- (c) Detail the environmental safeguards that would be implemented to complete the remediation in an environmentally acceptable manner;

If remediation activities are proposed to be staged, the Remedial Action Plan(s) for each stage is to detail consistency with the overarching remediation strategy and that a staged approach would not preclude or impact on the achievement of the overarching strategy and outcomes detailed in the Landfill Closure Management Plan.

The Remedial Action Plan(s) shall be accompanied by a Site Audit Statement(s), prepared by an accredited Site Auditor under the *Contaminated Land Management Act 1997*, verifying that the disturbed area can be remediated to a standard consistent with the intended land use. A final Site Audit Statement(s), if required, shall be prepared by an accredited Site Auditor, certifying that the contaminated disturbed areas have been remediated to a standard consistent with the intended land use and shall be submitted to the Secretary, the Environment Protection Authority and relevant councils prior to operation of the site.

*Note: Terms used in this condition have the same meaning as in the Contaminated Land Management Act 1997.*

### Settlement

TC52. A geotechnical model of representative geological and groundwater conditions shall be prepared prior to excavation and tunnelling in subject area(s) to identify geological



structures and groundwater features. This model shall include details of proposed excavations and tunnels, construction staging, and identify surface and sub-surface structures and infrastructure which may be impacted by the project, including the specific attributes of those structures. The proponent shall use this model to assess the predicted settlement, ground movement, stress redistribution and horizontal strain profiles caused by excavation and tunnelling on adjacent property and infrastructure.

TC53. The proponent shall undertake a review of property and infrastructure at risk from damage to determine appropriate settlement criteria to prevent damage.

TC54. Should the geotechnical model in condition TC52 identify exceedances of the criteria established in condition TC53 or in Table 3 (whichever is the lower), the proponent shall identify and implement mitigation measures such as appropriate support and stabilisation for structures in consultation with the relevant land and/or infrastructure owners prior to the commencement of construction to ensure where possible that underground services, infrastructure and adjacent buildings will not experience settlements exceeding criteria.

**Table 3 – Settlement criteria**

<b>Beneath structure/facility</b>	<b>Maximum settlement</b>	<b>Maximum angular distortion</b>
Buildings – Low or non-sensitive properties (i.e. ≤ 2 levels and car parks)	30 mm	1 in 350
Buildings – High or sensitive properties (i.e. ≥ 3 levels and heritage items)	20 mm	1 in 500
Roads and parking areas	40 mm	1 in 250
Parks	50 mm	1 in 250

*Note:*

*The above criteria do not remove any responsibility from the proponent for the protection of existing structures or for rectifying any damage resulting from the project.*

TC55. Settlement criteria for individual utility structures and infrastructure shall be determined in consultation with the relevant authorities prior to the commencement of any construction potentially affecting the individual utility or infrastructure.

### **Hazard and risk**

TC56. Dangerous goods, as defined by the Australian Dangerous Goods Code, shall be stored and handled strictly in accordance with:

- (a) all relevant Australian Standards;
- (b) for liquids, a minimum bund volume requirement of 110% of the volume of the largest single stored volume within the bund; and
- (c) the Environment Protection Manual for Authorised Officers: Bunding and Spill Management, technical bulletin (Environment Protection Authority, 1997).

In the event of an inconsistency between the requirements listed from (a) to (c) above, the most stringent requirement shall prevail to the extent of the inconsistency.

## **Waste management**

- TC57. All waste materials removed from the site shall only be directed to a waste management facility or premises lawfully permitted to accept the materials.
- TC58. The reuse and/or recycling of waste materials generated on site shall be maximised as far as practicable, to minimise the need for treatment or disposal of those materials off site.
- TC59. Waste generated outside the site shall not be received at the site for storage, treatment, processing, reprocessing, or disposal on the site, except as expressly permitted by a licence or waste exemption under the Protection of the Environment Operations Act 1997, if such a licence is required in relation to that waste.
- TC60. All liquid and/or non-liquid waste generated on the site shall be assessed and classified in accordance with Waste Classification Guidelines (Department of Environment, Climate Change and Water, 2009), or any superseding document.
- TC60A. The handling of spoil generated during construction of the project is to be conducted in accordance with the Spoil Management Strategy required under condition TC101A.

## **Utilities and services**

- TC61. Utilities, services and other infrastructure potentially affected by construction and operation shall be identified prior to construction to determine requirements for access to, diversion, protection, and/or support. Consultation with the relevant owner and/or provider of services that are likely to be affected by the project shall be undertaken to make suitable arrangements for access to, diversion, protection, and/or support of the affected infrastructure as required. The proponent shall ensure that disruption to any service is minimised and shall be responsible for advising local residents and businesses affected prior to any planned disruption of service. The cost of any such arrangements shall be borne by the proponent.
- TC62. The proponent shall prepare dilapidation surveys and reports (including movement prediction studies) on the condition of local roads, footpaths, services and utilities affected by construction. The proponent shall carry out rectification work at the proponent's expense and to the reasonable requirements of the owners.
- TC63. The proponent shall consult with relevant Councils regarding the use of any weight restricted road by heavy construction vehicles if required.

## **Urban design and visual amenity**

- TC64. The project shall be constructed in a manner that minimises visual impacts resulting from construction sites, including retaining, where feasible and reasonable, existing vegetation around the perimeter of construction sites, providing temporary landscaping where appropriate to soften views of the construction sites, minimising light spillage, and incorporating architectural treatments and finishes within key elements of temporary structures that reflect the context within which the construction sites are located.
- TC64A. Prior to completion of detailed design, or as otherwise agreed by the Secretary, an Urban Design and Landscape Plan shall be prepared and implemented for the project. The Plan shall be prepared by suitably qualified and experienced person(s), in consultation with the relevant Council and community, for the approval of the Secretary. The Plan shall present an integrated urban and landscape design for the project, and shall include, but not necessarily be limited to:
- (a) identification of design objectives, principles and standards based on:
    - (i) local environmental and heritage values,

- (ii) urban design context,
  - (iii) sustainable design and maintenance,
  - (iv) community safety, amenity and privacy, including 'safer by design' principles where relevant,
  - (v) relevant design standards and guidelines; and
  - (vi) the urban design objectives outlined in the EIS;
- (b) landscaping and building design opportunities to mitigate the visual impacts of the operational fixed facilities, including the ventilation facilities and emergency smoke extraction outlets, in accordance with the following design considerations:
- (i) design and proportions of building facades, fences and landscaping should have regard to the surrounding urban context and built form and streetscape character,
  - (ii) opportunities for deep soil zone should be retained to sustain vegetation, including large trees,
  - (iii) design should have regard to breaking up building massing and articulating buildings and fences,
  - (iv) variations in materials and finishes should be used, and
  - (v) not used;
- (c) the location of existing vegetation and proposed landscaping (including use of endemic and advanced tree species where practicable). Details of species to be replanted/ revegetated shall be provided, including their appropriateness to the area and habitat for threatened species. Where feasible and reasonable, cleared vegetation shall be reused;
- (d) the provision of a **Seed Collection and Revegetation Strategy**, to ensure seed from flora within Cooks River/Castlereagh Ironbark Forest ecological community, where feasible and reasonable, are collected and species identified and used to progressively rehabilitate, regenerate and/ or revegetate these areas with the assistance and involvement of key community and land or bush care groups in the area, where practicable;
- (e) a description of disturbed areas (including compounds and the former Alexandria Landfill) and details of the strategies to progressively rehabilitate, regenerate and/ or revegetate these areas;
- (f) design features, built elements, lighting and building materials;
- (g) an assessment of the visual screening effects of existing vegetation and the proposed landscaping and built elements. Where receivers have been identified as likely to experience high visual impact as a result of the project, the proponent shall in consultation with affected receivers, identify opportunities for providing at-receiver landscaping to further screen views of the project. Where agreed to with the landowner, these measures shall be implemented during the construction of the project;
- (h) graphics such as sections, perspective views and sketches for key elements of the project, including, but not limited to, built elements of the project;

- (i) monitoring and maintenance procedures for the built elements, rehabilitated vegetation and landscaping (including weed control) including performance indicators, responsibilities, timing and duration and contingencies where rehabilitation of vegetation and landscaping measures fail; and
- (j) evidence of consultation with the relevant Council and community on the proposed urban design and landscape measures prior to its finalisation.

*Note:*

*The Plan may be submitted in stages to suit a staged construction program of the project.*

### **Transport and access**

TC64B. The project shall be constructed, where feasible and reasonable, to avoid the use of local roads (through residential streets) by heavy vehicles to gain access to ancillary facilities.

TC65. The project shall be designed with the objective of minimising adverse changes to existing access arrangements and services for other transport modes and, where feasible and reasonable, facilitating an improved level of access and service to other transport modes compared to the existing situation. This includes consideration of the speed and reliability of public transport bus services.

TC66. In relation to new or modified roads, parking, and pedestrian and cycle infrastructure, the project (including ancillary facilities) shall be designed:

- (a) in consultation with the relevant road authority;
- (b) in consideration of existing and future demand, pedestrian and road safety and traffic network impacts; and
- (c) to meet relevant design, engineering and safety guidelines, including Austroads Guide to Traffic Engineering Practice.

The design of any infrastructure shall be certified by an appropriately qualified person that has considered the above matters.

TC67. The project shall be constructed with the aim of ensuring that the performance of intersections during construction operates as close as practicable to existing levels of service of those intersections as determined prior to the commencement of construction.

TC68. The project shall be constructed in a manner that generally maintains the overall capacity and performance of the road network, where reasonable and feasible. Where unavoidable, construction works that require reduction in existing capacity of roads maybe granted subject to assessment of an appropriately detailed Traffic Management Plan. Overall measures to manage traffic during construction are to be detailed in the Construction Traffic and Access Management Plan.

TC69. Access to all properties shall be maintained during construction, where reasonable and feasible, unless otherwise agreed with the property owner or occupier in advance. A landowner's access that is physically affected by the project shall be reinstated to at least an equivalent standard, unless agreed with by the property owner.

TC70. Impacts to existing parking (on and off street) should be minimised, including the amount of spaces reduced and the time associated with this reduction. Where parking is impacted, particularly for periods greater than four weeks, the proponent shall identify and implement, where feasible and reasonable, alternate parking arrangements. Displaced vehicles must not be accommodated on the state road network.

- TC71. Safe pedestrian and cyclist access through or around worksites shall be maintained during construction. In circumstances where pedestrian and cyclist access is restricted due to construction activities, a satisfactory alternate route shall be provided and signposted, including provision of permanent footpaths where pedestrian access is reliant on grassed verges.
- TC72. Construction vehicles (including staff vehicles) associated with the project shall be managed to:
- (a) minimise parking or queuing on public roads;
  - (b) minimise idling and queuing in local residential streets where practicable;
  - (c) minimise the use of local roads (through residential streets and town centres) to gain access to construction sites and compounds;
  - (d) adhere to the nominated haulage routes identified in the Construction Traffic and Access Management Plan required in condition TC104;
  - (e) ensure access and egress from construction compounds is undertaken in a safe and lawful manner, with particular regard given to:
    - (i) implementation of traffic management or signalisation in consultation with the relevant roads authority; and
    - (ii) changes of shifts occur outside of school zone hours.
- TC72A. Prior to use of construction cranes or other construction equipment associated with the project that penetrates the Obstacle Limitation Surface (OLS) of Sydney Kingsford Smith Airport, the proponent shall consult and obtain necessary approvals from the Civil Aviation Safety Authority (CASA), Sydney Airport Corporation, AirServices Australia and the Secretary of the Australian Department of Infrastructure and Regional Development (DIRD) with respect to the management of aviation hazards associated with the operation of the Sydney Kingsford Smith Airport.

### **Property and land use**

TC73. The proponent shall design and construct the project to minimise impacts to, and interference with, third party property and infrastructure, where feasible and reasonable, and to ensure that such infrastructure and property is protected during construction and operation. Any damage caused to property as a result of the project shall be rectified or the landowner compensated, within a timeframe defined in the Construction Environmental Management Plan, with the costs borne by the proponent.

*Note:*

*1. Property inspections are required under condition TC53 for properties at risk of impact/damage from works associated with the project.*

TC73A. The proponent shall construct and operate the project with the objective of minimising light spillage to residential properties and be generally consistent with the requirements of *Australian Standard 4282-1997 Control of the obtrusive effects of outdoor lighting*. Notwithstanding, the proponent shall provide at receiver treatment to mitigate residual night lighting impacts for properties adjoining or adjacent to the Motorway Operations Complex, in consultation with affected landowners.

TC73B. The proponent shall provide boundary screening within all construction sites that adjoin or are adjacent to residential and/or commercial properties, consistent with the surrounding context, in consultation with affected property owners.

TC73C. The proponent shall construct and operate the project in a manner that is consistent with the requirements of CASA and the Sydney Airport Corporation. This includes, without limitation, the ventilation facilities, and permanent lighting associated with road and ancillary infrastructure, as well as temporary lighting associated with construction compounds and equipment.

TC74. Where community, private recreation and council facilities are impacted during construction works through temporary or permanent land acquisition, reduced amenity, reduced access, reduced functionality or other impacts, the proponent shall, in consultation with the relevant council, community groups, private recreational club operators and key stakeholders, address construction impacts and agree on feasible and reasonable mitigation and management measures. Where appropriate, the proponent shall determine viable alternative options for community and recreational facilities during the construction phase. Mitigation and management measures shall be implemented, prior to impacts occurring.

TC74A. Residential properties that are affected by overshadowing due to the project are to receive a minimum of three (3) hours of direct sunlight in habitable rooms and in at least 50 percent of the principal private open space area between 9.00am and 3.00 pm on 21 June. Such properties shall be identified for further consideration in a Solar Access and Overshadowing Report.

Where existing residential development currently receives less than this requirement, existing access to sunlight should not be unreasonably reduced.

Where affected properties include dwellings held under strata or community title, this condition shall be interpreted in relation to individual units within those properties.

Where affected properties are undeveloped and/or have been subdivided, overshadowing shall not unreasonably limit the development potential of that land. Solar access shall be retained such that a permissible development could be constructed in compliance with the solar access criteria contained above.

TC74B. The proponent shall prepare a **Solar Access and Overshadowing Report** to confirm compliance with the requirements of condition TC74A. This report shall include:

- (a) Identification of potentially affected properties;
- (b) Assessment of the detailed design's compliance at each property, informed by:
  - (i) A review of the habitable rooms within structures;
  - (ii) The size and nature of private open space; and
  - (iii) Shadow diagrams in plan and elevation at hourly intervals between 9.00am and 3.00pm on 21 June; and
- (c) A consultation plan to detail how potential impacts and mitigation measures will be discussed and negotiated with potentially affected property owners.

The Report shall be provided to the Secretary within six months of the project approval.

## **Sustainability**

TC74C. The project shall be designed and constructed to achieve an excellent 'Design' and 'As built' rating under the Infrastructure Sustainability Council of Australia (ISCA) infrastructure rating tool.

TC74D. Opportunities to reduce operational greenhouse gas emissions shall be investigated during detailed design.

The sustainability initiatives identified must be regularly reviewed, updated and implemented throughout the design development and construction phase, and annually during the operational phases.

### **Ancillary facilities**

TC74E. The ancillary facilities shall be operated in accordance with the Construction Environment Management Plan required under condition TC104.

TC74F. Prior to the establishment of the ancillary facilities described in the documents listed in condition TC1, the proponent shall prepare and implement an **Ancillary Facilities Management Plan** to outline the environmental management practices and procedures that are to be followed during establishment and operation of the ancillary facilities. The Plan shall be prepared in consultation with the Environmental Representative, EPA and the relevant Council, and to the satisfaction of the Secretary. The Plan shall detail the management of the ancillary facilities listed in condition TC1, and include, but not necessarily be limited to:

- (a) a description of the ancillary facility (including a site layout plan), its components and details of the existing environment on and in the vicinity of the site;
- (b) details of the activities to be carried out at the facility, including the hours of operation, staging of operation and predicted date of commissioning;
- (c) a description of the plant, equipment and materials to be used and/or stored on the site, including dangerous and hazardous goods;
- (d) a summary of the potential environmental impacts associated with the construction and operation of the facility;
- (e) details of the mitigation, monitoring and management procedures specific to the facility that would be implemented to minimise environmental and amenity impacts or, where this is not possible, feasible and reasonable measures to offset these impacts;
- (f) a description of how the management and mitigation measures set out in the documents listed in condition TC1 will be implemented on the site, and if not, justification for any departures from those management and mitigation measures;
- (g) identification of the timing for the completion of site establishment activities at the facility and how the site will be decommissioned (including any necessary rehabilitation); and
- (h) mechanisms for the monitoring, review and amendment of this plan.

In considering the approval of the plan, the Secretary shall take into account the proponent's response to public authority and council comments on the plan.

The proponent shall also update the Plan to incorporate the site establishment and operation practices required for any additional ancillary facilities approved by the Secretary under condition TC75A.

No construction works shall be undertaken on the ancillary facility sites prior to approval of the Construction Environmental Management Plan required under condition TC103.

TC75. Other than ancillary facilities described in the documents listed in condition TC1, or those ancillary facilities approved by the Secretary under condition TC75A, or allowed under condition TC75B, the location of ancillary facilities shall comply with the following locational criteria:

- (a) be located more than 50 metres from a waterway;
- (b) be located within or adjacent to land where the project is being carried out;
- (c) have ready access to the road network;
- (d) be located to minimise the need for heavy vehicles to travel on local streets and/or through residential areas;
- (e) be sited on relatively level land;
- (f) be separated from nearest residences by at least 200 metres (or at least 300 metres for a temporary batching plant), and comply with the construction noise management level at sensitive receivers. Where compounds cannot be feasibly and reasonably located so as to comply with this requirement, the proponent shall demonstrate that all feasible and reasonable mitigation measures have been implemented to reduce noise impacts on sensitive receivers;
- (g) be located in areas of low ecological significance and require no vegetation clearing beyond that already required by the project;
- (h) not impact on heritage items (including areas of archaeological sensitivity) beyond those already impacted by the project;
- (i) not unreasonably affect the land use of adjacent properties;
- (j) have minor impacts on flood storage and not result in obstruction of floodplain flow or blockage of culvert and drains;
- (k) be above the 20 ARI flood level unless a contingency plan to manage flooding is prepared and implemented;
- (l) provide sufficient area for the storage of raw materials to minimise, to the greatest extent practical, the number of deliveries required outside standard construction hours.

TC75A. Prior to establishment of any ancillary facility not described in the documents listed in condition TC1 and which does not meet the criteria in condition TC75, the proponent shall prepare and implement a Site-Specific Ancillary Facilities Management Plan. The plan shall be prepared for the approval of the Secretary, subject to condition TC75B, and include:

- (a) a detailed description of the ancillary facility, including proposed use and access arrangements;
- (b) a review of the environmental and social impacts of the ancillary facility, including an analysis of compliance with the locational criteria specified in condition TC75;
- (c) measures to avoid, mitigate and manage environmental and social impacts associated with the ancillary facility; and
- (d) demonstration that, with the measures proposed in accordance with (c), the impacts of the ancillary site are consistent with:



- (i) the overall project impacts described in documents listed in condition TC1; and
- (ii) all relevant conditions of this approval.

TC75B. The Secretary's approval is not required for minor ancillary facilities (e.g. lunch sheds, office sheds, and portable toilet facilities, etc.) that do not comply with the criteria set out in condition TC75 of this approval and which:

- (a) are located within an active construction zone within the approved project footprint;
- (b) have been assessed by the Environmental Representative to have:
  - (i) minimal amenity impacts to surrounding residences, with consideration to matters such as noise and vibration impacts, traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts, and
  - (ii) minimal environmental impact in respect to waste management, and no impacts on flora and fauna, soil and water, and heritage beyond those approved for the project; and
- (c) have environmental and amenity impacts that can be managed through the implementation of environmental measures detailed in the Construction Environment Management Plan required under condition TC103.

TC76. All ancillary facilities shall be rehabilitated to at least their pre-construction condition or better, to the satisfaction of the Secretary, unless otherwise agreed by the landowner where relevant.

## **COMMUNITY INFORMATION, REPORTING AND AUDITING**

### **Community information, consultation and involvement**

TC77. Prior to the commencement of construction, or as otherwise agreed by the Secretary, the proponent shall prepare and implement a **Community Communication Strategy** to the satisfaction of the Secretary. The Strategy shall provide mechanisms to facilitate communication between the proponent (and its contractor(s)), the Environmental Representative (see condition TC102), the relevant Council and community stakeholders (particularly adjoining landowners and affected sensitive receivers) on the design and construction environmental management of the project. The Strategy shall include, but not be limited to:

- (a) identification of stakeholders to be consulted as part of the Strategy, including affected and adjoining landowners and sensitive receivers, key community and business groups, and community and social service organisations;
- (b) procedures and mechanisms for the regular distribution of accessible information to community stakeholders on construction progress and matters associated with environmental management, including provision of information in appropriate community languages;
- (c) the formation of community-based forums that focus on key environmental management issues for the project. The Strategy shall provide detail on the structure, scope, objectives and frequency of the community-based forums;
- (d) procedures and mechanisms through which the community stakeholders can discuss or provide feedback to the proponent and/or Environmental

Representative in relation to the environmental management and delivery of the project;

- (e) procedures and mechanisms through which the proponent can respond to enquiries or feedback from the community stakeholders in relation to the environmental management and delivery of the project; and
- (f) procedures and mechanisms that would be implemented to resolve issues/ disputes that may arise between parties on the matters relating to environmental management and the delivery of the project, including but not limited to disputes regarding rectification or compensation for impacts to third party property and infrastructure. These procedures and mechanisms may include the use of a suitably qualified and experienced independent mediator.

Issues that shall be addressed through the Community Communication Strategy include (but are not necessarily limited to):

- (i) traffic management (including property access and pedestrian access);
- (ii) air quality;
- (iii) heritage matters;
- (iv) landscaping and urban design matters;
- (v) construction staging, hours and activities;
- (vi) noise and vibration mitigation and management;
- (vii) water quality, hydrology and flooding matters; and
- (viii) biodiversity matters.

The proponent shall maintain and implement the Strategy throughout construction of the project.

#### Complaints and enquiries procedure

TC78. Prior to the commencement of pre-construction and construction, or as otherwise agreed by the Secretary, the proponent shall ensure that the following are available for community enquiries and complaints for the duration of construction:

- (a) a 24 hour telephone number(s) on which complaints and enquiries about the project may be registered;
- (b) a postal address to which written complaints and enquires may be sent;
- (c) an email address to which electronic complaints and enquiries may be transmitted; and
- (d) a mediation system for complaints unable to be resolved.

The telephone number, the postal address and the email address shall be published in newspaper(s) circulating in the local area prior to the commencement of construction and prior to the commencement of operation. This information shall also be provided on the website (or dedicated pages) required by this approval.

TC79. Prior to the commencement of pre-construction and construction, or as otherwise agreed by the Secretary, the proponent shall prepare and implement a **Construction Complaints**

**Management System** consistent with *AS 4269: Complaints Handling* and maintain the System for the duration of construction and up to 12 months following completion of construction of the project.

Information on all complaints received, including the means by which they were addressed and whether resolution was reached, with or without mediation, shall be maintained in a complaints register and included in the construction compliance reports required by this approval. The information contained within the System shall be made available to the Secretary on request.

#### Provision of electronic information

TC80. Prior to the commencement of pre-construction and construction, or as otherwise agreed by the Secretary, the proponent shall establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the project, for the duration of construction and for 12 months following completion of the project. The proponent shall, subject to confidentiality, publish and maintain up-to-date information on the website or dedicated pages including, but not necessarily limited to:

- (a) information on the current implementation status of the project;
- (b) a copy of the documents referred to under condition TC1 of this approval, and any documentation supporting modifications to this approval that may be granted from time to time;
- (c) a copy of this approval and any future modification to this approval;
- (d) a copy of each relevant environmental approval, licence or permit required and obtained in relation to the project;
- (e) a copy of each current report, plan, program or other document required under this approval;
- (f) the outcomes of compliance tracking in accordance with condition TC14A of this approval; and
- (g) details of contact point(s) to which community complaints and enquiries may be directed, including a telephone number, a postal address and an email address.

TC81. Not used.

TC82. Not used.

TC83. Not used.

## **CONSTRUCTION ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING**

### **Biodiversity**

#### Nest Box Plan

TC84. Prior to the clearing of any hollow-bearing trees, or as otherwise agreed by the Secretary, the proponent shall prepare and implement a **Nest Box Plan** to provide replacement hollows for displaced fauna. The Plan shall be prepared in consultation with OEH, and detail the number and type of nest boxes to be installed, which shall be justified based on the number and type of hollows removed (based on pre clearing surveys), the density of hollows in the area to be cleared and in adjacent areas, and the availability of adjacent food resources. The Plan shall also provide details of maintenance protocols for the nest boxes installed including responsibilities, timing and duration. The Plan shall be approved

by the Secretary and implemented as part of the Construction Flora and Fauna Management Plan required under condition TC104.

TC84A. The proponent shall finalise and implement a **Green and Golden Bell Frog Management Plan** to detail how impacts to the Green and Golden Bell Frog population(s) and habitat will be minimised and managed. The Plan shall be developed by a suitably qualified and experienced ecologist in consultation with OEH and DoE, and to the satisfaction of the Secretary, and shall include but not necessarily be limited to:

- (a) description of the densities, distribution, habitat use and movement patterns of the Green and Golden Bell Frog population(s) and potential impacts;
- (b) details of and demonstrated effectiveness of the proposed avoidance and mitigation and management measures to be implemented for the Green and Golden Bell Frog population(s) and habitat, including:
  - i. management actions relating to the Green and Golden Bell Frog habitat such as pre-clearing surveys and relocation procedures, weed control, erosion and sediment control and restrictions to access;
  - ii. description of the measures undertaken to control and prevent spread of the amphibian chytrid fungus; and
  - iii. details on the protection and/or enhancement of Green and Golden Bell Frog habitat including the objectives, location, methodology, description of the potential risks to successful enhancement and construction of habitat and a description of the contingency measures that would be implemented to mitigate these risks; and
- (c) details of how the proposed avoidance and mitigation and management measures will be incorporated in an adaptive monitoring program required under condition TC85.

The Plan shall be submitted and approved by the Secretary prior to the commencement of construction that would result in the disturbance of Green and Golden Bell Frog habitat, unless otherwise agreed by the Secretary.

TC85. The proponent shall develop and implement an **Ecological Monitoring Program** to monitor the effectiveness of project biodiversity mitigation measures implemented as part of the project. The Program shall be developed by a suitably qualified and experienced ecologist in consultation with OEH, DoE and the relevant Councils and shall include, but not necessarily be limited to:

- (a) an adaptive monitoring program to assess the effectiveness of mitigation measures. The monitoring program shall nominate performance parameters and criteria against which effectiveness of the mitigation measures will be measured;
- (b) mechanisms for developing additional monitoring protocols to assess the effectiveness of any additional mitigation measures implemented to address additional impacts in the case of design amendments or unexpected threatened species finds during construction (where these additional impacts are generally consistent with the biodiversity impacts identified for the project);
- (c) provision for the assessment of the data to identify changes to habitat usage and whether this can be directly attributed to the project;
- (d) details of contingency measures that would be implemented in the event of changes to habitat usage patterns directly attributable to the construction or operation of the project; and

- (e) provision for annual reporting of monitoring results to the Secretary, OEH and the relevant Councils, or as otherwise agreed by those agencies.

Monitoring shall be undertaken during construction (for construction-related impacts) and during operation of the project (for operation/ ongoing impacts) until such time as the effectiveness of mitigation measures can be demonstrated to have been achieved over a minimum of three successive monitoring periods, unless otherwise agreed by the Secretary. The monitoring period may be reduced with the agreement of the Secretary in consultation with OEH and the relevant Councils depending on the outcomes of the monitoring.

The Program shall be submitted to the Secretary for approval no later than six (6) weeks prior to the commencement of construction that would result in the disturbance of ecological communities, unless otherwise agreed by the Secretary.

#### Biodiversity Offset Strategy

TC86. The proponent shall develop a **Biodiversity Offset Strategy** to outline how the ecological values lost as a result of the project will be offset. The Strategy shall be developed in consultation with the OEH and shall include, but not necessarily be limited to:

- (a) the objectives and outcomes that would be sought through a biodiversity offset package, including to achieve a neutral or net beneficial outcome for all threatened species and endangered ecological communities (EECs);
- (b) details of the available offset measures that have been selected to compensate for the loss of existing native vegetation, threatened species and Endangered Ecological Communities;
- (c) the consideration of contingency measures for offsets to address potential changes to impacted areas as a result of detail design changes; and
- (d) the decision-making framework that would be used to select the final suite of offset measures to achieve the objectives and outcomes established within the Strategy, including the ranking of offset measures.

The Biodiversity Offset Strategy shall be submitted to, and approved by, the Secretary prior to the commencement of any construction work that would result in the disturbance of any existing ecological communities associated with the Strategy, unless otherwise agreed by the Secretary.

#### Biodiversity Offset Package

TC87. The proponent shall develop and implement a Biodiversity Offset Package. The Package shall detail how the ecological values lost as a result of the project will be offset. The Biodiversity Offset Package shall be consistent with the Biodiversity Offset Strategy requirements of the NSW Biodiversity Offsets Policy for Major Projects (OEH 2014), and developed in consultation with and to meet the requirements of OEH and DoE unless otherwise agreed by the Secretary. The Package shall include, but not necessarily be limited to:

- (a) the identification of the extent and types of habitat that would be lost or degraded as a result of the final design of the project;
- (b) the objectives and biodiversity outcomes to be achieved;
- (c) the final suite of the biodiversity offset measures selected and secured in accordance with the Biodiversity Offsets Strategy outlined in the EIS for the project;

- (d) the management and monitoring requirements (where a biobanking agreement is not being entered into) for compensatory habitat works and other biodiversity offset measures proposed to ensure the outcomes of the package are achieved, including:
  - (i) the monitoring of the condition of species and ecological communities at offset (including translocation) locations;
  - (ii) the methodology for the monitoring program(s), including the number and location of offset monitoring sites, and the sampling frequency at these sites;
  - (iii) provisions for the annual reporting of the monitoring results for a set period of time as determined in consultation with the OEH and DoE; and
- (e) timing and responsibilities for the implementation of the provisions of the Package.

Where land offsets cannot solely achieve compensation for the loss of habitat, additional measures shall be provided to collectively deliver an improved or maintained biodiversity outcome for the region.

Where possible, specific priority shall be given to securing offset sites as near to the location of the impact/loss as possible to assist with the preservation of the specific endemic community of the area and assure that their ecological and amenity benefits of retaining endemic vegetation remain within the Local Government Area.

Where monitoring referred to under (d) above indicates that biodiversity outcomes are not being achieved, remedial actions shall be undertaken to ensure that the objectives of the Biodiversity Offset Package are achieved to the satisfaction of DoE and the Secretary. Such remedial actions shall be documented under an addendum to the Biodiversity Offset Package and the addendum be submitted for the approval of the Secretary, prior to the implementation of that addendum.

The Package shall be approved by the Secretary within 12 months of the commencement of construction, unless otherwise agreed by the Secretary.

## **Soil, water quality and hydrology**

### Water quality monitoring program

TC88. Not used.

### Flood Management Study

TC89. Not used.

### Salinity

TC90. A **Groundwater and Soil Salinity Report** detailing the outcomes of geotechnical investigations to determine the presence, extent and severity of soil salinity within the project area and impacts to groundwater resources and hydrology, shall be prepared and submitted to the Secretary prior to the commencement of bulk earth activities, or as otherwise agreed by the Secretary.

The report shall be prepared in consultation with OEH and NSW Office of Water and detail, where relevant, that the project minimises adverse impacts on saline groundwater, avoids or mitigates impacts on local/regional salinity processes and will minimise impact on

groundwater systems and receiving environments. The report shall consider relevant policies and guidelines.

The recommendations of the Groundwater and Soil Salinity Report shall be incorporated into the Construction Soil and Water Quality Management Plan prepared in accordance with condition TC104.

### **Noise and vibration**

TC91. Prior to the commencement of construction, a detailed land use survey shall be completed to confirm sensitive receivers with respect construction vibration, construction ground-borne noise and operational noise impacts (for example, educational facilities, laboratories with sensitive equipment). The results of the detailed land use survey shall be incorporated into the Construction Noise and Vibration Management Plan as required by condition TC104.

The detailed land use survey may be undertaken on a progressive basis in discrete areas, provided that the land use survey is completed and detailed in the Construction Noise and Vibration Management Plan, approved by the Secretary, prior to the commencement of the works that would impact on sensitive receivers.

### Impacts to third party property and structures

TC92. The proponent shall, prior to the commencement of construction (including demolition and excavation works), or commencement of each part of the project that may impact on surrounding properties, putting them at risk from damage:

- (a) where agreed with the property owner, undertake independent inspections of these properties prior to construction in accordance with AS 4349.1 'Inspection of Buildings'. This inspection shall be undertaken by appropriately qualified and experienced geotechnical and construction engineering experts, and report on property features that may be affected by construction;
- (b) contact the owners of all buildings on which property inspections are to be conducted before the inspection, or as otherwise agreed by the affected property owner, and advise of the scope and methodology for the inspection, and of the process for making a property damage claim;
- (c) provide a copy of the property inspection report to the owner of each property inspected prior to construction that could affect the property;
- (d) determine an appropriate property vibration criteria and management and protection measures to ensure that property damage (including cosmetic damage) will be avoided; and
- (e) maintain a register of all properties inspected by the proponent, indicating whether the owner accepted or refused the property inspection offer, and provide a copy of the register to the Secretary upon request.

Reports from the geotechnical engineer advising on the risk of damage to properties shall be made available upon request to the Secretary and the Independent Property Impact Assessment Panel (condition TC95).

TC93. For the purpose of condition TC92, properties at risk from damage include, but are not necessarily limited to:

- (a) buildings and structures determined as being at risk of vibration damage following geotechnical and vibration analysis as certified by a qualified geotechnical engineer; and

- (b) other sensitive structures within 60 metres from the edge of the works unless determined following geotechnical and vibration analysis and certified by a qualified geotechnical engineer as not likely to be adversely affected.

TC94. The proponent shall install appropriate equipment to monitor the impacts to third party properties and structures during construction and for a period of not less than six months after settlement has stabilised with particular reference to risk areas identified in the building and infrastructure condition surveys required by condition TC92 and/or the geotechnical analysis required by condition TC52. If monitoring during construction indicates exceedance of the criteria, then all work affecting settlement shall cease immediately and shall not resume until fully rectified or a revised method of work has been established that will ensure protection of affected structures.

TC95. The proponent shall establish an Independent Property Impact Assessment Panel prior to relevant construction or demolition works commencing. The Panel shall be approved by the Secretary and comprise geotechnical and engineering experts independent of the design and construction team, unless otherwise agreed by the Secretary. The Panel shall be responsible for independently verifying assessments undertaken under conditions TC52 and TC92, the resolution of property damage disputes and the establishment of ongoing settlement monitoring requirements.

Either the affected property owner or the proponent may refer unresolved disputes arising from potential and/or actual property impacts to the Panel for resolution. All costs incurred in establishing and implementing the Panel shall be borne by the proponent.

TC96. Notwithstanding the requirements of condition TC94, the proponent shall monitor settlement for any period as may be specified through the Independent Property Impact Assessment Panel referred to in condition TC95. The results of this monitoring shall be made available to the Secretary upon request.

TC97. Any damage caused to property as a result of the project shall be rectified or the property owner compensated, within a reasonable timeframe, with costs (including the reasonable costs of the property owner) borne by the proponent. This condition is not intended to limit any claims that the property owner may have against the proponent.

#### Business impacts

TC98. The proponent shall prepare and implement a **Business Management Plan** to minimise impacts on business adjacent to major construction sites and activities during construction of the project. The Plan shall include measures to minimise business related impacts, maintain vehicular and pedestrian access during business hours, and maintenance of visibility of the business appropriate to its reliance on such. The Plan shall include, but not necessarily be limited to:

- (a) a Business Consultation forum linked with the Community Communications Strategy as required by condition TC77;
- (b) Business Management Strategies for each construction site (and/ or activity), identifying affected businesses and associated management strategies, including the employment of place managers and specific measures to be put in place to assist small business owners adversely impacted by the construction of the project;
- (c) a monitoring program to assess the effectiveness of the measures including the nomination of performance parameters and criteria against which effectiveness of the measures will be measured; and
- (d) provision for reporting of monitoring results to the Secretary, as part of the Compliance Tracking Program (condition TC14A).



## **Design and landscaping**

### Design and Landscape Plan

TC99. Not used.

## **Transport and Access**

TC100. Where construction will physically affect or likely impact the efficiency and safety of road and related transport networks (including traffic flow, access, parking and user safety), the proponent shall develop, assess, and implement appropriate management measures in consultation with the relevant road authority, transport operator(s), and emergency services, as relevant. Such measures shall be addressed in the Construction Traffic and Access Management Plan (condition TC104) and shall include but not be limited to:

- (a) construction site access, including the efficient and safe egress and ingress of vehicles; and parking management, including on and off street and remote parking and access;
- (b) haulage management, including works to facilitate haulage vehicles, the restriction of haulage vehicles on certain routes (for example local residential streets) and the minimisation of haulage in peak traffic periods;
- (c) full and partial road closures and associated restrictions, detours and the like;
- (d) the retention and reinstatement of emergency and property access;
- (e) the retention of user and passenger safety, including pedestrians, cyclists, public transport users, including at stops and related facilities; and
- (f) incident response planning.

### Road dilapidation

TC101. Upon determining the haulage route(s) for construction vehicles associated with the project, and prior to construction, a suitably qualified and experienced independent expert shall prepare a **Local Road Dilapidation Report** for local roads within control of the relevant Councils. The Report shall assess the current condition of the road and describe mechanisms to restore any damage that may result due to its use by traffic and transport related to the construction of the project. The Report shall be submitted to the Secretary for information and the relevant Council for review prior to the commencement of haulage.

Following completion of construction, a subsequent Report shall be prepared to assess any damage that may have resulted from the construction of the project.

Measures undertaken to restore or reinstate roads affected by the project shall be undertaken in a timely manner, in accordance with the reasonable requirements of the relevant Council and at the full expense of the proponent.

*Note:*

*Nothing in these conditions restricts the proponent commencing adjustments and minor upgrades to the existing road network to cater for construction traffic and installation of temporary project signage prior to the commencement of construction.*

### Spoil management

TC101A. Prior to commencement of any tunnelling works, the proponent shall prepare and implement a **Spoil Management Strategy** for the project. The Strategy is to be

developed, in consultation with EPA and the relevant Councils, for the approval of the Secretary. The Strategy shall incorporate detailed information on the handling of spoil generated during construction of the project.

The Strategy is to be prepared separate to, but consistent with, the Construction Traffic and Access Management Plan required under condition TC104.

#### Ancillary facility access arrangements

TC101B. Prior to implementation of access arrangements for each construction site, the proponent shall conduct a road safety audit(s), to be prepared by a suitably qualified and experienced road safety auditor in consultation with the Transport Management Centre. The details of the road safety audit(s) shall be included in the Ancillary Facilities Management Plan required under condition TC74D.

TC101C. Heavy vehicle construction traffic is not permitted on local roads outside the standard construction hours specified in condition TC22, unless approved by the Secretary having regard to amenity, traffic and safety impacts.

#### **Environmental Representative**

TC102. Prior to the commencement of construction of the project, or as otherwise agreed by the Secretary, the proponent shall appoint a suitably qualified and experienced Environment Representative(s) that is independent of the design and construction personnel, and that has been approved by the Secretary. The proponent shall employ the Environmental Representative(s) for the duration of construction, or as otherwise agreed by the Secretary. The Environment Representative(s) shall:

- (a) be the principal point of advice in relation to the environmental performance of the project;
- (b) monitor the implementation of environmental management plans and monitoring programs required under this approval and advise the proponent upon the achievement of these plans/ programs;
- (c) have responsibility for considering and advising the proponent on matters specified in the conditions of this approval, and other licences and approvals related to the environmental performance and impacts of the project;
- (d) ensure that environmental auditing is undertaken in accordance with the proponent's Environmental Management System(s);
- (e) be given the authority to approve/ reject minor amendments to the Construction Environmental Management Plan. What constitutes a "minor" amendment shall be clearly explained in the Construction Environmental Management Plan required under condition TC103);
- (f) be given the authority and independence to require reasonable steps be taken to avoid or minimise unintended or adverse environmental impacts; and
- (g) be consulted in responding to the community concerning the environmental performance of the project where the resolution of points of conflict between the proponent and the community is required.

TC102A. The Environmental Representative shall prepare and submit to the Secretary a monthly report on the Environmental Representative's actions and decision on matters specified in condition TC102 for the preceding month. The reports shall be submitted within seven days for the end of each month for the duration of construction of the project, or as otherwise agreed by the Secretary. Notwithstanding, the Environmental Representative shall be given

the independence to report to the Secretary at any time and/or at the request of the Secretary.

### **Construction Environmental Management Plan**

TC103. Prior to the commencement of construction, or as otherwise agreed by the Secretary, the proponent shall prepare and implement (following approval) a **Construction Environmental Management Plan** for the project. The Plan shall be prepared in consultation with the EPA, DoE, OEH, NSW Office of Water, DPI and the relevant Councils, for the approval of the Secretary. The Plan shall outline the environmental management practices and procedures that are to be followed during construction and shall be prepared in accordance with the *Guideline for the Preparation of Environmental Management Plans* (Department of Infrastructure, Planning and Natural Resources, 2004). The Plan shall include, but not necessarily be limited to:

- (a) a description of activities to be undertaken during construction of the project (including staging and scheduling);
- (b) statutory and other obligations that the proponent is required to fulfil during construction, including approvals, consultations and agreements required from authorities and other stakeholders under key legislation and policies;
- (c) a description of the roles and responsibilities for relevant employees involved in the construction of the project, including relevant training and induction provisions for ensuring that employees, including contractors and sub-contractors are aware of their environmental and compliance obligations under these conditions of approval;
- (d) an environmental risk analysis to identify the key environmental performance issues associated with the construction phase; and
- (e) details of how environmental performance would be managed and monitored to meet acceptable outcomes, including what actions will be taken to address identified potential adverse environmental impacts (including any impacts arising from the staging of the construction of the project). In particular, the following environmental performance issues shall be addressed in the Plan:
  - (i) measures to monitor and manage dust emissions including dust from stockpiles, blasting, traffic on unsealed public roads and materials tracking from construction sites onto public roads;
  - (ii) measures for the handling, treatment and management of hazardous and contaminated materials (including asbestos);
  - (iii) measures to monitor and manage waste generated during construction including but not necessarily limited to: general procedures for waste classification, handling, reuse, and disposal; use of secondary waste material in construction wherever feasible and reasonable; procedures or dealing with green waste including timber and mulch from clearing activities; and measures for reducing demand on water resources (including potential for reuse of treated water from sediment control basins);
  - (iv) measures to monitor and manage hazard and risks;
  - (v) measures to monitor and rectify any impacts to third party property and infrastructure, including details of the process for rectification or compensation of affected landowners, and timeframes for rectification works or compensation processes; and

- (vi) the issues identified in condition TC104.

The CEMP shall include procedures for its periodic review and update (including the sub-plans required under condition TC104), as necessary (including where minor changes can be approved by the Environmental Representative).

The Plan shall be submitted for the approval of the Secretary no later than one month prior to the commencement of construction, or as otherwise agreed by the Secretary. The Plan may be prepared in stages, however, construction works shall not commence until written approval has been received from the Secretary.

The approval of a Construction Environmental Management Plan does not relieve the proponent of any requirement associated with this approval. If there is an inconsistency with an approved Construction Environmental Management Plan and the conditions of this approval, the requirements of this approval shall prevail.

TC104. As part of the Construction Environmental Management Plan for the project required under condition TC103 the proponent shall prepare and implement:

- (a) Not used.
- (b) A **Construction Noise and Vibration Management Plan** to detail how construction noise and vibration impacts will be minimised and managed. The Plan shall be developed in consultation with the EPA and be consistent with the guidelines contained in the *Interim Construction Noise Guidelines* (DECC, 2009) and shall include, but not be limited to:
- (i) identification of the work areas, site compounds and access points;
  - (ii) identification of sensitive receivers and relevant construction noise and vibration goals applicable to the project and stipulated in the conditions above;
  - (iii) details of construction activities and an indicative schedule for construction works, including the identification of key noise and/or vibration generating construction activities (based on representative construction scenarios, including at ancillary facilities) that have the potential to generate noise and/or vibration impacts on surrounding sensitive receivers, particularly residential areas;
  - (iv) an **Out-of-Hours Work Protocol** for the assessment, management and approval of works outside of standard construction hours as defined in condition TC22 of this approval, for the Secretary's approval. The Out-of-Hours Work Protocol must detail:
    - assessment of out-of-hours works against the relevant noise and vibration criteria,
    - detailed mitigation measures for any residual impacts (that is, additional to general mitigation measures), including extent of at-receiver treatments,
    - where the out-of-hours works include spoil haulage, commitment to at-receiver treatment at properties that would experience residual impacts, and, unless approved by the Secretary in accordance with condition TC101C, avoidance of out-of-hours access to local roads, and
    - proposed notification arrangements;

- (v) identification of feasible and reasonable measures proposed to be implemented to minimise and manage construction noise impacts (including construction traffic noise impacts), including, but not limited to, acoustic enclosures, erection of noise walls (hoardings), respite periods and the limiting of truck movements during night periods;
  - (vi) identification of feasible and reasonable procedures and mitigation measures to ensure relevant vibration and blasting criteria are achieved, including suitable blast program, applicable buffer distances for vibration intensive works, use of low-vibration generating equipment/ vibration dampeners or alternative construction methodology, and pre- and post-construction dilapidation surveys of sensitive structures where blasting and/ or vibration is likely to result in damage to buildings and structures (including surveys being undertaken immediately following a monitored exceedance of the criteria);
  - (vii) details of tunnelling described in condition TC23, including associated impacts, management and mitigation measures;
  - (viii) if blasting is required, an assessment of the potential noise and vibration impacts, and a strategy to minimise and manage those impacts, including preparation of an appropriate community information program;
  - (ix) a description of how the effectiveness of mitigation and management measures would be monitored during the proposed works, clearly indicating how often this monitoring would be conducted, the locations where monitoring would take place, how the results of this monitoring would be recorded and reported, and, if any exceedance is detected, how any noncompliance would be rectified; and
  - (x) mechanisms for the monitoring, review and amendment of this plan.
- (c) A **Construction Traffic and Access Management Plan** to ensure traffic and access controls are implemented to avoid or minimise impacts on traffic, pedestrian and cyclist access, and the amenity of the surrounding environment. The plan shall be developed in consultation with the relevant Councils, emergency services, road user groups, and pedestrian and bicycle user groups, and shall include, but not necessarily be limited to:
- (i) identification of construction traffic routes and construction traffic volumes (including heavy vehicle/spoil haulage) on these routes;
  - (ii) details of vehicle movements for construction sites and ancillary facilities including parking, dedicated vehicle turning areas, and ingress and egress points;
  - (iii) discussion of construction impacts that could result in disruption of traffic, public transport, pedestrian and cycle access, access to public land, property access, including details of oversize load movements, and the nature and duration of those impacts;
  - (iv) details of management measures to minimise traffic impacts, including temporary road work traffic control measures, onsite vehicle queuing and parking areas and management measures to minimise peak time congestion and measures to ensure safe pedestrian and cycle access;
  - (v) details of measures to maintain or provide alternative safe and accessible routes for pedestrians throughout the duration of construction;

- (vi) details of measures to maintain connectivity for cyclists, with particular emphasis on providing adequate access between key existing cycle routes for commuter cyclists;
  - (vii) details of measures to manage traffic movements, parking, loading and unloading at ancillary facilities during out-of-hours work;
  - (viii) details of methods to be used to communicate proposed future traffic changes to affected road users, pedestrians and cyclists, consistent with the Community Communication Strategy required under condition TC77;
  - (ix) an adaptive response plan which sets out a process for response to any traffic, construction or other incident; and
  - (x) mechanisms for the monitoring, review and amendment of this plan.
- (d) A **Construction Soil and Water Quality Management Plan** to manage surface and groundwater impacts during construction of the project. The plan shall be developed in consultation with the EPA, NSW Office of Water, DoE and relevant Councils, and include, but not necessarily be limited to:
- (i) details of construction activities and their locations, which have the potential to impact on watercourses, storage facilities, stormwater flows, and groundwater, including identification of all pollutants that may be introduced into the water cycle. Potential impacts on watercourse bank stability and the development of appropriate mitigation measures as required;
  - (ii) details of proposed extraction, use and disposal of groundwater, and measures to mitigate potential impacts to groundwater sources, incorporating monitoring, impact trigger definitions and response actions for all groundwater sources potentially impacted by the project;
  - (iii) the construction related requirements under condition TC50B;
  - (iv) management measures to be used to minimise surface and groundwater impacts, including details of how spoil and fill material required by the project will be sourced, handled, stockpiled, reused and managed; erosion and sediment control measures; salinity control measures and the consideration of flood events;
  - (v) an **Acid Sulfate Soils Management Plan**, if required, including measures for the management, handling, treatment and disposal of acid sulfate soils, including monitoring of water quality at acid sulfate soils treatment areas, should the project impact on acid sulfate soils;
  - (vi) management measures for contaminated material and a contingency plan to be implemented in the case of unanticipated discovery of contaminated material during construction;
  - (vii) an **Asbestos Management Plan**, to be developed in accordance with the National Environment Protection (Assessment of Site Contamination) Measure 1999, and to include measures for the safe removal and disposal of known and undiscovered asbestos within the project footprint and related construction ancillary facilities, stockpile sites and site access;
  - (viii) a description of how the effectiveness of these actions and measures would be monitored during the proposed works, clearly indicating how often this monitoring would be undertaken, the locations where monitoring would

take place, how the results of the monitoring would be recorded and reported, and, if any exceedance of the criteria is detected how any non-compliance can be rectified; and

(ix) mechanisms for the monitoring, review and amendment of this plan.

(e) A **Construction Heritage Management Plan** to ensure construction impacts on Aboriginal and non-Aboriginal heritage will be appropriately avoided, minimised and managed. The plan shall be developed in consultation with the OEH, the relevant local Councils, the NSW Heritage Council (for non-Aboriginal State heritage items) and the relevant Local Aboriginal Land Councils (for Aboriginal heritage), and include, but not necessarily be limited to:

(i) in relation to Aboriginal heritage:

- a. not used;
- b. details of management measures to be carried out in relation to Aboriginal heritage, including a detailed methodology and strategies for protection, monitoring, salvage, and conservation, of sites and items associated with the project;
- c. procedures for dealing with previously unidentified Aboriginal objects (excluding human remains) including cessation of works in the vicinity, assessment of the significance of the item(s) and determination of appropriate mitigation measures including when works can re-commence by a suitably qualified archaeologist in consultation with the Secretary, OEH and Aboriginal stakeholders, assessment of the consistency of any new Aboriginal heritage impacts against the approved impacts of the project, and where relevant, registering of the new site in the OEH's Aboriginal Heritage Information Management System (AHIMS) register;
- d. procedures for dealing with human remains, including cessation of works in the vicinity and notification of the Secretary, NSW Police Force, OEH and Aboriginal stakeholders and commitment to not recommencing works in the area unless authorised by the OEH and/ or the NSW Police Force;
- e. heritage training and induction processes for construction personnel (including procedures for keeping records of inductions) and obligations under the conditions of this approval including site identification, protection and conservation of Aboriginal cultural heritage; and
- f. procedures for ongoing Aboriginal consultation and involvement for the duration of the project.

(ii) in relation to historic heritage:

- a. identification of heritage items directly and indirectly affected by the project;
- b. details of management measures to be implemented to prevent and minimise impacts on heritage items (including further heritage investigations, archival recordings and/ or measures to protect unaffected sites during construction works in the vicinity);

- c. details of monitoring and reporting requirements for impacts on heritage items;
  - d. procedures for dealing with previously unidentified heritage objects, (including cessation of works in the vicinity, assessment of the significance of the item(s) and determination of appropriate mitigation measures including when works can re-commence by a suitably qualified archaeologist in consultation with OEH, NSW Heritage Council and the Secretary, assessment of the consistency of any heritage impacts against the approved impacts of the project, and, where relevant, notification of the Heritage Council of NSW in accordance with section 146 of the *Heritage Act 1977*);
  - e. procedures for the engagement of a qualified and experienced archaeologist in consultation with the OEH and the Department, and assessment of the consistency of any new heritage impacts against the approved impacts of the project;
  - f. heritage training and induction processes for construction personnel (including procedures for keeping records of inductions and obligations under this approval including site identification, protection and conservation of non-Aboriginal cultural heritage);
  - g. mechanisms for the monitoring, review and amendment of this plan; and
  - h. consideration of methods to prevent damage to retained heritage items, including:
    - procedures for identifying minimum working distances to retained heritage items (including, at minimum, vibration testing and monitoring),
    - detailed options for alteration of construction methodology should preferred values for vibration be exceeded, and
    - commitment to implementing those options if preferred values for vibration are likely to be exceeded.
- (f) **A Construction Flora and Fauna Management Plan** to detail how construction impacts on ecology will be minimised and managed. The Plan shall be developed by a suitably qualified and experienced ecologist and in consultation with the OEH, DPI, DoE and relevant Councils and shall include, but not necessarily be limited to:
- (i) plans for impacted and adjoining areas showing vegetation communities; important flora and fauna habitat areas; and locations where threatened species, populations or ecological communities have been recorded, including pre-clearing surveys to confirm the location of threatened flora and fauna species and associated habitat features;
  - (ii) the identification of areas to be cleared and details of management measures to avoid residual habitat damage or loss and to minimise or eliminate time lags between the removal and subsequent replacement of habitat such as:
    - clearing minimisation procedures (including fencing),
    - clearing procedures (including nest box plan),



- removal and relocation of fauna during clearing (including microbat management plan),
  - habitat tree management, and
  - construction worker education;
- (iii) identification of measures to reduce disturbance to bats and nocturnal birds (and other sensitive fauna);
- (iv) rehabilitation details, including identification of flora species and sources, and measures for the management and maintenance of rehabilitated areas (including the duration of the implementation of such measures);
- (v) a **Pathogen and Weed Management Strategy**, incorporating weed management measures focusing on early identification of invasive weeds and pathogens (including but not limited to *Batrachochytrium dendrobatidis*, *Phytophthora cinnamomi* and myrtle rust) and effective management controls;
- (vi) a description of how the effectiveness of these management measures would be monitored and linked to the Ecological Monitoring Program required under condition TC85 and the Green and Golden Bell Frog Management Plan required under condition TC84A;
- (vii) a procedure for dealing with unexpected EEC/ threatened species identified during construction, including cessation of work and notification of the OEH, determination of appropriate mitigation measures in consultation with the OEH and DoE (including relevant re-location measures) and updating of ecological monitoring and/ or biodiversity offset requirements; and
- (viii) mechanisms for the monitoring, review and amendment of this plan.
- (g) A **Construction Air Quality Management Plan** to detail how construction impacts on local air quality will be minimised and managed. The Plan shall be developed in consultation with the EPA and shall include, but not necessarily be limited to:
- (i) identification of sources (including stockpiles and open work areas) and quantification of airborne pollutants;
  - (ii) key performance indicators for local air quality during construction;
  - (iii) details of monitoring methods, including location, frequency and duration of monitoring;
  - (iv) mitigation measures to minimise impacts on local air quality;
  - (v) procedures for record keeping and reporting against key performance indicators;
  - (vi) provisions for implementation of additional mitigation measures in response to issues identified during monitoring and reporting; and
  - (vii) mechanisms for the monitoring, review and amendment of this plan.

TC105. Following the finalisation of construction activities, or as otherwise agreed by the Secretary, the proponent shall ensure that relevant measures identified within the

Construction Environmental Management Plan (condition TC103) continue to be implemented, as required, to manage ongoing environmental impacts.

### **Landfill Closure Plan**

TC105A. The proponent shall prepare and implement a **Landfill Closure Plan** for the former Alexandria Landfill to the satisfaction of the Secretary prior to the commencement of landfill closure activities. The Plan shall be consistent with the Draft *Environmental Guidelines: Solid Waste Landfill Second Edition* (NSW EPA, 2015) and be prepared in consultation with the EPA and other relevant agencies by a suitably qualified and experienced expert. The Plan is to include, but not necessarily be limited to:

- (a) define the objectives and criteria for rehabilitation and closure;
- (b) details of the final staging, design (including specifications), leachate and gas collection systems, and program for landfill closure;
- (c) details of mitigation and management measures for air (dust and odour), surface water, groundwater and noise generated during and following the completion of landfill closure activities to achieve the specified objectives and criteria for rehabilitation and closure;
- (d) monitoring programs for air quality (including odour), groundwater, surface water, leachate and landfill gas during and post-closure activities;
- (e) a quality assurance program to demonstrate the achievement of design specifications detailed in the Landfill Closure Plan; and
- (f) A compliance monitoring and reporting program, including mechanisms for the monitoring, review and amendment of this plan.

### **Alexandra Canal Contamination Management Plan**

TC105B. The proponent shall prepare and implement an Alexandra Canal Contamination Management Plan prior to the commencement of activities that potentially affect sediments within Alexandra Canal. The Plan shall be developed to the satisfaction of the EPA, Sydney Water and the Secretary and shall include, but not necessarily be limited to:

- (a) details of construction activities and their locations, which have the potential to disturb contaminated sediments within the canal;
- (b) performance criteria, including trigger levels for investigating any potentially adverse impacts associated with the construction activities identified in (a);
- (c) compliance monitoring and reporting program, including mechanisms for the monitoring, review and amendment of this plan;
- (d) details of mitigation and management measures to prevent or minimise the disturbance of contaminated sediments within the canal; and
- (e) a contingency plan that would be implemented in the event that planned management measures are inadequate.

## **OPERATION ENVIRONMENTAL MANAGEMENT**

### **Air quality**

#### In-tunnel air quality

TC106. The proponent must monitor (by sampling and obtaining results by analysis) the pollutants, within the tunnel, specified in Table 4. The proponent must use the sampling method, units of measurement and sample at the frequency specified opposite in the other columns.

The number and siting of the monitoring stations inside the tunnel must be determined to permit an accurate calculation, per the requirements of condition TC107, TC108 and TC110, and be independently verified in accordance with a methodology approved by the Secretary in consultation with the EPA. As a minimum there must be monitoring stations at the entry portals, the base of the ventilation outlets, ramp junctions and at the intermediate exhaust outlets.

Sampling points and visibility monitoring points established under this condition shall be audited prior to the commencement of monitoring for compliance with the requirements set out in Table 4. Verification and compliance auditing is to be undertaken by an independent person(s) or organisation(s) approved by the Secretary, and paid for by the proponent. Monitoring shall take place in accordance with this condition throughout operation of the project.

**Table 4 – In tunnel monitoring methodology**

<b>Pollutant</b>	<b>Units of measurement</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
CO	ppm	Continuous	Special Method 1 <sup>1</sup>
NO <sub>2</sub>	ppm	Continuous	Special Method 1 <sup>1</sup>
Visibility	m <sup>-1</sup>	Continuous	Special Method 1 <sup>1</sup>

*Note:*

1. *Special Method 1 means a method approved by the Secretary in consultation with the EPA.*

In-tunnel air quality – limits

TC107. The tunnel ventilation system must be designed and operated so that the average concentration of CO and NO<sub>2</sub>, calculated along the length of the tunnel, does not exceed the limit specified for that pollutant in Table 5.

**Table 5 – In tunnel 15 minute average limits along length of tunnel**

<b>Pollutant</b>	<b>Concentration limit</b>	<b>Units of measurement</b>	<b>Frequency</b>
CO	87	ppm	Rolling 15-minute
CO	50	ppm	Rolling 30-minute
NO <sub>2</sub>	0.5	ppm	Rolling 15-minute

TC108. The tunnel ventilation system must be designed and operated so that the concentration of CO as measured at any single point in the tunnel must not exceed the concentration limit specified for that pollutant in Table 5A under all conditions (including congested conditions).

**Table 5A – In tunnel single point exposure limits**

<b>Pollutant</b>	<b>Concentration limit</b>	<b>Units of measurement</b>	<b>Frequency</b>
CO	200	ppm	Rolling 3-minute

TC109. The tunnel ventilation system must be designed and operated so that the 15-minute rolling average extinction co-efficient does not exceed 0.005 m-1 at any point in the tunnel.

In-tunnel air quality – notification and reporting

TC110. In addition to the general reporting requirements specified in condition TC119C, the proponent shall, within 24 hours, notify the Secretary, EPA and Ministry of Health of any recordings above the limits specified in conditions TC107, TC108 and TC109. The notification shall detail the nature of the event, the concentration or visibility levels that occurred, the duration of the event, and the measures employed to minimise the concentration levels and/or improve the visibility levels.

Upon receipt of this notification, the Secretary shall consider the circumstances of the event, including:

- (a) the nature of the event, including any details relating to the cause;
- (b) the duration of the event;
- (c) the extent and severity of the event;
- (d) the frequency of the event, including whether an event with the same or similar circumstances has occurred previously.

Based on consideration of the circumstances of the event, the Secretary may request the proponent to prepare a Tunnel Air Quality Management Systems Effectiveness Report.

TC111. Within 20 working days of any request by the Secretary under condition TC110, the proponent shall prepare and submit a Tunnel Air Quality Management Systems Effectiveness Report on the overall system performance and cause and major contributor of any exceedances, detailing the following:

- (a) the overall performance and concentration levels in the tunnel for the preceding six month period (or since commencement of operation, where the project has operated for under six months), including average and maximum levels and time periods;
- (a) details of any instances throughout the operation of the project where pollutant concentration levels in the tunnel have exceeded the limits specified in TC107, TC108 and TC109; and
- (b) consideration of improvements to the tunnel air quality management system, including but not limited to installation of the additional ventilation management facilities allowed for under condition TC15E, and discussion of whether those improvements are feasible and reasonable.

The Tunnel Air Quality Management Systems Effectiveness Report is to be prepared by the proponent and reviewed by a suitably qualified and experienced independent specialist(s). The Secretary shall approve the independent person/organisation.

The proponent shall comply with any requirements arising from the Secretary's review of this report.

#### Ambient air quality – goals

TC112. Should ambient monitoring of air pollutants (refer to condition TC115) exceed the following goals, the provisions of condition TC113 shall apply:

- (a) CO – 8 hour rolling average of 9.0 ppm (NEPM);
- (a) NO<sub>2</sub> – One hour average of 0.12 ppm (245 µg/m<sup>3</sup>) (NEPM);
- (b) PM<sub>10</sub> – 24 hour average of 50 µg/m<sup>3</sup> (NEPM); and
- (c) PM<sub>2.5</sub> – 24 hour average of 25 µg/m<sup>3</sup> (proposed NEPM).

Only monitoring station(s) that meet the requirements of *Australian Standard AS2922 – 1987* shall be used for the purposes of assessing compliance with the ambient goals specified in this condition, unless otherwise agreed by the Secretary. A Protocol for the evaluation of a potential measurement that exceeds the criteria shall be developed by the proponent and approved by the Secretary in consultation with the EPA, Ministry of Health and the AQCCC.

#### Ambient air quality – notification and reporting

TC113. Should the results of monitoring required under condition TC115 show that any of the goals specified in condition TC112 have been exceeded for any given event (excluding extraordinary events such as bushfires, dust storms, etc, the proponent shall immediately notify the Secretary, EPA and Ministry of Health. The notification shall be followed up with a detailed report within 20 working days, which shall be prepared by the proponent, reviewed by a suitably qualified and experienced independent specialist(s), and submitted to the Secretary, on the cause and major contributor of the exceedance and the options available to prevent recurrence. The Secretary shall approve the independent person/organisation prior to the commencement of operation, or at some other time prior to preparation of the report.

Where the operation of the tunnel is identified to be a significant contributor to the recorded exceedance, this report shall include consideration of improvements to the tunnel air quality management system so as to achieve compliance with the ambient air quality goals, including but not limited to installation of the additional ventilation management facilities allowed for under condition TC15E, and discussion of whether those improvements are feasible and reasonable.

The proponent shall comply with any requirements arising from the Secretary's review of the Report.

TC114. Not used.

#### Ambient air quality – monitoring

TC115. The proponent shall monitor (by sampling and obtaining results by analysis) the pollutants and parameters specified in Column 1 of Table 6 at the following locations as a minimum:

- (a) two ground level receivers near each ventilation outlet, at locations suitable for detecting any impact on air quality from each outlet;
- (b) one location along major surface roads above the project tunnels, at a location suitable for detecting any impact on air quality along those roads; and

- (c) one location away from any of the locations at (a) and (b) suitable for providing background ambient air quality reference data for the project area.

All monitoring stations shall be established subject to the land owner's and occupier's agreement. The proponent must use the sampling method, units of measure, and sampling frequency specified in Table 6.

The proponent shall commence monitoring for at least twelve continuous months prior to operation. The locations are to be agreed to by the AQCCC. The proponent shall meet all operating costs associated with the stations.

The proponent, following consultation with the AQCCC, shall review the need for the continuation of the ambient monitoring stations after a period of two years from commencement of operation. Any recommendation to close the stations shall require the approval of the Secretary in consultation with the EPA.

The establishment and operation of the stations is to be undertaken in accordance with recognised Australian standards and undertaken by an organisation accredited by NATA for this purpose and approved by the Secretary in consultation with the EPA and the AQCCC. The quality of the monitoring results shall be assured through a NATA accredited process prior to the data being considered as a basis for compliance/auditing purposes.

Monitoring results shall be made publicly available and shall be subject to an independent audit at six-monthly intervals (or at a longer interval, if approved by the Secretary). The auditor shall be approved by the Secretary in consultation with the EPA and the AQCCC, and the auditor's report shall be directly provided to the proponent and the AQCCC.

**Table 6 - Ambient air quality monitoring methodologies**

<b>Pollutant</b>	<b>Units of measurement</b>	<b>Averaging Period</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
NO	pphm	1-hour	Continuous	AM-12
NO <sub>2</sub>	pphm	1-hour	Continuous	AM-12
NO <sub>x</sub>	pphm	1-hour	Continuous	AM-12
PM10	µg/m <sup>3</sup>	24-hour	Continuous	AS3580.9.8-2008 <sup>2</sup>
PM2.5 <sup>5</sup>	µg/m <sup>3</sup>	24-hour	Continuous	AS3580.9.13-2013 <sup>3</sup> or as otherwise agreed by the Secretary in consultation with the EPA
CO	ppm	1-hour,8-hour	Continuous	AM-2 & AM-6
<b>Parameter<sup>4</sup></b>	<b>Units of measurement</b>	<b>Averaging Period</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
Wind Speed @ 10m	m/s	1-hour	Continuous	AM-2 & AM-4
Wind Direction @ 10m	°	1-hour	Continuous	AM-2 & AM-4

<b>Pollutant</b>	<b>Units of measurement</b>	<b>Averaging Period</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
Sigma Theta @10m	°	1-hour	Continuous	AM-2 & AM-4
Temperature @ 2m	K	1-hour	Continuous	AM-4
Temperature @ 10m	K	1-hour	Continuous	AM-4
Total Solar Radiation @ 10 m	W/m <sup>2</sup>	1-hour	Continuous	AM-2
<b>Other</b>	<b>Units of measurement</b>	<b>Averaging Period</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
Siting	NA	NA	NA	AM-1 & AM-4

**Notes:**

1. *Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales (EPA 2007).*

2. *AS3580.9.8-2008, Methods for the Sampling and Analysis of Ambient Air – Determination of Suspended Particulate Matter – PM<sub>10</sub> Continuous Direct Mass Method using Tapered Element Oscillating Microbalance Analyser (Standards Australia 2008).*

3. *AS3580.9.13-2013, Methods for the Sampling and Analysis of Ambient Air – Determination of Suspended Particulate Matter – PM<sub>2.5</sub> Continuous Direct Mass Method using a Tapered Element Oscillating Microbalance Analyser (Standards Australia 2013).*

4. *TBD - location for meteorological monitoring station(s) to be representative of weather conditions likely to occur in the vicinity of the northern and southern ventilation outlets.*

5. *Appropriately modified to include size selective inlet for PM<sub>2.5</sub> or as otherwise approved by the Secretary.*

Ventilation outlets – monitoring

TC116. The proponent shall install monitoring equipment to monitor pollutants inside the ventilation outlets. Pollutant monitoring inside the ventilation outlets (by sampling and obtaining results by analysis) shall be for the pollutants and parameters specified in Column 1 of Table 7.

The proponent must use the sampling method, units of measures and sample at the frequency specified in the other columns. Monitoring equipment installed under this condition is to be independently audited prior to its commencement of monitoring for compliance with the requirements set out in Table 7.

Auditing is to be undertaken by an independent person(s) or organisation(s) approved by the Secretary and paid by the proponent. Monitoring shall take place in accordance with this condition throughout operation of the project.

**Table 7 – Ventilation Outlet Emission Monitoring Methodologies**

<b>Pollutant</b>	<b>Units of measurement</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
Solid particles	mg/m <sup>3</sup>	Continuous	Special Method 1 <sup>4</sup>
Solid particles	mg/m <sup>3</sup>	Quarterly	TM-15
PM <sub>10</sub>	mg/m <sup>3</sup>	Quarterly	OM-5
PM <sub>2.5</sub>	mg/m <sup>3</sup>	Quarterly	OM-5
NO <sub>2</sub> or NO or both, as NO <sub>2</sub> equivalent	mg/m <sup>3</sup>	Continuous	CEM-2
NO <sub>2</sub>	mg/m <sup>3</sup>	Continuous	CEM-2
CO	mg/m <sup>3</sup>	Continuous	CEM-4
VOC <sup>2</sup>	mg/m <sup>3</sup>	Continuous	CEM-8
Speciated VOC	mg/m <sup>3</sup>	Annual	TM-34
PAH	µg/m <sup>3</sup>	Annual	OM-6
<b>Parameter</b>	<b>Units of measurement</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
Velocity	m/s	Continuous	CEM-6
Volumetric flow rate	m <sup>3</sup> /s	Continuous	CEM-6
Moisture	%	Continuous	TM-22
Temperature	°C	Continuous	TM-2
<b>Other</b>	<b>Units of measurement</b>	<b>Frequency</b>	<b>Method<sup>1</sup></b>
Selection of sampling locations	N/A	N/A	TM-1

**Notes:**

1. *Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales (EPA 2007) or an alternative method approved by the Secretary in consultation with the EPA.*

2. *Must include, but not be limited to: Benzene, Toluene, Xylenes, 1,3-Butadiene, Formaldehyde and Acetaldehyde.*

3. *Must include, but not limited to; 16 USEPA priority PAHs, namely; Naphthalene, Phenanthrene, Benz(a)anthracene, Benzo(a)pyrene, Acenaphthylene, Anthracene, Chrysene, Indeno(1,2,3-cd)pyrene, Acenaphthene, Fluoranthene, Benzo(b)fluoranthene, Dibenz(a,h)anthracene, Fluorene, Pyrene, Benzo(k)fluoranthene, Benzo(g,h,i)perylene.*

4. *Special Method 1 means a method approved by the Secretary in consultation with the EPA.*



### Ventilation outlets – limits

TC117. The concentration of a pollutant discharged from the ventilation outlets referred to must not exceed the respective limits specified for that pollutant in Table 8.

**Table 8 - Ventilation outlet mass pollutant concentrations**

<b>Pollutant</b>	<b>100 percentile limit</b>	<b>Units of measurement</b>	<b>Averaging period</b>	<b>Reference conditions</b>
Solid particles	1.1	mg/m <sup>3</sup>	1 hour, or the minimum sampling period specified in the relevant test method, whichever is the greater	Dry, 273K, 101.3kPa
NO <sub>2</sub> or NO or both, as NO <sub>2</sub> equivalent	20	mg/m <sup>3</sup>	1 hour block	Dry, 273K, 101.3kPa
NO <sub>2</sub>	2	mg/m <sup>3</sup>	1 hour block	Dry, 273K, 101.3kPa
CO	40	mg/m <sup>3</sup>	1 hour rolling	Dry, 273K, 101.3kPa
VOC (as propane)	4	mg/m <sup>3</sup>	1 hour rolling	Dry, 273K, 101.3kPa

TC117A. An independent person or organisation, approved by the Secretary shall:

- (a) verify that compliance with ventilation outlet limits detailed in Table 8 will not result in air quality impacts greater than predicted in the documents listed in condition TC1;
- (b) undertake an appropriate assessment to indicate how ventilation outlet discharge velocities have been optimised in consideration of energy requirements and air quality impacts at all sensitive receivers; and,
- (c) validate recorded monitoring data and certify compliance with the ventilation outlet limits.

The information required in paragraphs (a) to (c) will be made available to the Secretary on request.

The ventilation outlet limits detailed in Table 8 shall be reviewed on a five-yearly basis and may be lowered (i.e. made more stringent), subject to a sustainability assessment and there being improvements in vehicle fleet emissions, if the proponent is directed to do so by the Secretary following consultation with the EPA.

### Ventilation outlets – notification and reporting

TC117B. Should the results of monitoring show that any of the ventilation outlet limits specified in condition TC117 have been exceeded, the proponent shall immediately notify the Secretary, EPA and Ministry of Health. The notification shall be followed up with a detailed report within 20 working days, which shall be prepared by the proponent, reviewed by a

suitably qualified and experienced independent specialist(s), and submitted to the Secretary, on the cause and major contributor of the exceedance and the options available to prevent recurrence. The Secretary shall approve the independent person/organisation prior to the commencement of operation, or at some other time prior to preparation of the report.

Where the operation of the tunnel is identified to be a significant contributor to the recorded exceedance, this report shall include consideration of improvements to the tunnel air quality management system so as to achieve compliance with the ambient air quality goals, including but not limited to installation of the additional ventilation management facilities allowed for under condition TC15E, and discussion of whether those improvements are feasible and reasonable.

The proponent shall comply with any requirements arising from the Secretary's review of the Report.

#### Air quality – public access to monitoring results

TC118. Results of hourly updated real-time ambient monitoring of PM<sub>10</sub>, PM<sub>2.5</sub>, NO<sub>2</sub>, and CO at the approved monitoring stations, in-tunnel CO/NO<sub>2</sub> and ventilation outlet measurements, and relevant meteorological data, shall be provided on a website and made publicly available each month in hard copy format in an easy to interpret format. This data shall be preliminary until a quality assurance check has been undertaken by a person or organisation accredited by NATA for this purpose. The availability of this data shall be conveyed to the local community by way of newsletter (including translation into common community languages in the area) and newspaper advertisement at least one month prior to the commencement of operation.

#### Emergency discharge

TC119. Conditions TC107, TC108, TC109, TC112 and TC117 do not apply in an emergency to prevent damage to life or limb. The proponent shall, as soon as practicable, notify the Secretary and the EPA of any such discharge.

#### Local and sub-regional air quality

TC119A. The proponent shall assist the relevant Council(s) in developing an air quality assessment process for inclusion in a Development Control Plan or other appropriate planning instrument, in considering planning and building approvals for new development in the area adjacent to each ventilation outlet which would be within a potential three-dimensional zone of affectation (buffer volume). This process shall include procedures for identifying the width and height of buildings that are likely to be either affected by the plume from the ventilation outlet or affect the dispersion of the plume from the ventilation outlet through building wake effects. The proponent shall meet all reasonable costs for the development of this process and any necessary amendments to the planning instrument(s) required to implement the process.

TC119B. Prior to operation, the proponent shall investigate, in consultation with the EPA the measures for smoky vehicle enforcement in areas surrounding the project, taking into consideration cost effectiveness. Any measures implemented as a result of investigation recommendations shall be in accordance with current RMS smoky vehicle enforcement programs. The effectiveness of the smoky vehicle enforcement measures shall be documented in the Independent Environmental Audit required under condition TC126.

#### Air quality – general reporting

TC119C. The proponent shall develop and implement a reporting system for in-tunnel, ambient and ventilation outlet limits to the satisfaction of the Secretary in consultation with the EPA. The reporting system must be approved, fully implemented and operational prior to

operation. Minimum analytical reporting requirements for air pollution monitoring stations shall be as specified in the *Approved Methods of Modelling and Assessment of Air Pollutants in NSW* (EPA 2007, or as updated).

#### Air quality – auditing and quality assurance

TC119D.The provision, operation and maintenance (including all auditing and validation of data) of all air quality monitoring and reporting shall be funded by the proponent.

TC119E.All continuous emissions monitoring systems installed and operated as a requirement of condition TC116 shall undergo relative accuracy test audits at an interval not exceeding 12 months, or as otherwise agreed to by the Secretary in consultation with the EPA.

TC119F.The proponent shall appoint an external auditor to conduct an audit of the air quality monitoring (in tunnel and external) at six-monthly intervals or at any longer interval if approved by the Secretary. Air quality audits shall commence six months from commencement of operation. The auditor shall ensure that the operating procedures and equipment to acquire air monitoring, meteorological data and emission monitoring data and monitoring reporting comply with NATA (or equivalent) requirements and sound laboratory practice. The proponent must document the results of the audit and make available all audit data for inspection by the Secretary upon request. A copy of the audit report shall also be issued to the proponent and AQCCC.

TC119G.The proponent shall undertake appropriate quality assurance (QA) and quality control (QC) measures for air quality and ventilation outlet emission monitoring data. This shall include, but not necessarily be limited to: accreditation/quality systems, staff qualifications and training, auditing, monitoring procedures, service and maintenance, equipment or system malfunction and records/reporting. The QA/QC measures shall be approved by an independent expert approved by the Secretary prior to monitoring of air quality and ventilation outlet emissions as appropriate.

### **Noise and vibration**

#### Operational noise and vibration

TC120. The project must be designed and operated in accordance with Roads and Maritime Service's Noise Criteria Guideline (NCG, April 2015) and Noise Mitigation Guideline (NMG, April 2015) which describes the approach to establishing noise criteria under the NSW Road Noise Policy (2011) and identifying feasible and reasonable noise mitigation to meet NCG criteria.

TC121. The proponent shall design and operate all fixed facilities, including but not limited to tunnel portals; facilities; the Motorway Operations Complex; and emergency smoke extraction outlets, with the objective of not exceeding the requirements of the *NSW Industrial Noise Policy* (EPA 2000) and the *Sleep Disturbance Application Note to the Industrial Noise Policy* (DEC 2007). The proponent shall apply mitigation at existing receivers where the noise requirements cannot be achieved.

TC121A.A detailed Operational Noise Management Plan shall be prepared as part of the OEMP, to the satisfaction of the Secretary. The Plan shall provide details of noise and vibration control measures to be undertaken during the operation stages, sufficient to address the technical requirements of the EPA, and generally in accordance with the *NSW Road Noise Policy* (DECCW 2011) and the *NSW Industrial Noise Policy* (EPA 2000).

The Plan shall include, but not be limited to:

- (a) tests for ascertaining acoustic parameters;
- (b) predicted noise levels;

- (c) noise criteria for operation of the project;
- (d) location, type and timing of erection of permanent noise barriers and/or other noise mitigation measures demonstrating best practice including silencers and building treatments for associated plant rooms and enclosures for exposed plant;
- (e) specific physical and managerial measures for controlling noise; and
- (f) noise monitoring, reporting and response procedures including the monitoring on surrounding roads which experience significantly increased traffic volumes as a result of the project.

TC121B. For the purpose of assessment of noise criteria specified in the Operational Noise Management Plan required under condition TC121A, noise from the development shall be:

- (a) measured at the most affected point on or within the site boundary at the most sensitive locations to determine compliance with  $L_{Aeq,T}$  noise limits;
- (b) measured in the free field at least three to five metres from any vertical reflecting surface in line with the worst-affected dwelling facade to determine compliance with  $L_{Amax}$  noise limits; and
- (c) subject to the modification factors provided in Section 4 of the *NSW Industrial Noise Policy* (EPA 2000), where applicable.

Notwithstanding, should direct measurement of noise from the fixed facilities be impractical, the proponent may employ an alternative noise assessment method deemed acceptable by the EPA (refer to Section 11 of the *NSW Industrial Noise Policy* (EPA 2000)). Details of such an alternative noise assessment method accepted by the EPA shall be submitted to the Secretary prior to the implementation of the assessment method.

TC121C. Monitoring of operational noise shall be undertaken in accordance with the Operational Noise Management Plan. The proponent shall, in consultation with the EPA, assess the adequacy of the traffic noise and ventilation noise mitigation measures within one year of operation, with regard to the criteria specified in the Operational Noise Management Plan. Should assessment indicate a clear trend in traffic noise levels on surrounding roads which exceed Operational Noise Management Plan defined noise criteria as approved by the EPA, the proponent shall implement further reasonable and feasible mitigation measures in consultation with affected landowners and/or occupiers.

#### Operational noise review

TC122. Unless otherwise agreed by the Secretary, within six months of commencing construction, the proponent shall, in consultation with the EPA, prepare and submit for the approval of the Secretary, a review of the operational noise mitigation measures proposed to be implemented for the project. The review shall:

- (a) confirm the operational noise predictions of the project based on detailed design. This operational noise assessment shall be based on an appropriately calibrated noise model (which has incorporated additional noise monitoring, where necessary for calibration purposes);
- (b) review the suitability of the operational noise mitigation measures identified in the documents listed under condition TC1) to achieve the criteria outlined in the *NSW Road Noise Policy* (Department of Environment, Climate Change and Water, 2011), based on the operational noise performance of the project predicted under (a) above; and

- (c) where necessary, investigate additional feasible and reasonable noise mitigation measures to achieve the criteria outlined in the *NSW Road Noise Policy* (Department of Environment, Climate Change and Water, 2011).

#### Operational noise compliance

TC123. Within 12 months of the commencement of operation of the project, or as otherwise agreed by the Secretary, the proponent shall undertake operational noise monitoring to compare actual noise performance of the project against noise performance predicted in the review of noise mitigation measures required by condition TC122, and prepare an **Operational Noise Compliance Report** to document this monitoring. The Report shall include, but not necessarily be limited to:

- (a) noise monitoring to assess compliance with the operational noise levels predicted in the review of operational noise mitigation measures required under condition TC122 and documents specified under condition TC1 of this approval;
- (b) a review of the operational noise levels in terms of criteria and noise goals established in the *NSW Road Noise Policy 2011*;
- (c) methodology, location and frequency of noise monitoring undertaken, including monitoring sites at which project noise levels are ascertained, with specific reference to locations indicative of impacts on sensitive receivers;
- (d) details of any complaints and enquiries received in relation to operational noise generated by the project between the date of commencement of operation and the date the report was prepared;
- (e) any required recalibrations of the noise model taking into consideration factors such as actual traffic numbers and proportions;
- (f) an assessment of the performance and effectiveness of applied noise mitigation measures together with a review and if necessary, reassessment of feasible and reasonable mitigation measures; and
- (g) identification of additional feasible and reasonable measures to those identified in the review of noise mitigation measures required by condition TC122, that would be implemented with the objective of meeting the criteria outlined in the *NSW Road Noise Policy 2011*, when these measures would be implemented and how their effectiveness would be measured and reported to the Secretary and the EPA.

The proponent shall provide the Secretary and the EPA with a copy of the Operational Noise Report within 60 days of completing the operational noise monitoring referred to above or as otherwise agreed by the Secretary.

#### **Transport and access**

TC123A. Prior to operation, the proponent shall prepare and implement an **Operational Traffic Management Plan**. The Plan shall outline the proposed measures to ensure the satisfactory performance of the project during operation. The Plan shall be prepared in consultation with the Transport Management Centre. The Plan shall include, but not necessarily be limited to:

- (a) detail of public transport improvements in and around the project corridor resulting from opportunities provided by the project, prepared in consultation with Transport for NSW;

- (b) a description of the tolling strategy for the project, with reference to the existing and proposed arrangements for the Sydney motorway network more generally; and
- (c) details of legally enforceable mechanisms for restricting dangerous goods vehicles from the tunnel.

The Plan shall be submitted for the information of the Secretary at least one month prior to commencement of operation of the project.

TC123B. At 12 months, and five years, after the commencement of operation of the project, or as otherwise agreed to by the Secretary, the proponent shall prepare a Road Network Performance Review Plan in consultation with relevant Councils that includes:

- (a) an updated analysis, including modelling of traffic impacts to the adjoining road network, as a consequence of the project. This shall include a review of new information available about potential land use changes;
- (b) an updated description and explanation of the extent of project improvements and the area of affected road network considered in the updated analysis and its consistency or otherwise with the affected network;
- (c) identification of potential mitigation measures to manage any predicted traffic performance deficiencies, including bus priority measures and management measures to minimise toll avoidance, particularly for heavy vehicles;
- (d) the predicted traffic performance improvements from these measures, including any cumulative improvements;
- (e) justification of why the predicted 'without project' performance of any intersection on the adjoining road network cannot be improved; and
- (f) details of any complaints received relating to traffic, transport and access impacts, and how they have been addressed in the Plan.

The Plan shall be submitted to the Secretary, Transport for NSW (in relation to impacts on bus services) and to relevant Council within 60 days of its completion and made publicly available.

The purpose of the Plan is to optimise road network performance, and manage the performance impacts of the project on the adjoining road network by identifying or confirming mitigation improvements that could be required in areas where traffic performance may be unsatisfactory at time of completion of construction.

### **Aviation hazards**

TC123C. Prior to commencement of commissioning of air ventilation facilities associated with the project, the proponent shall consult and obtain necessary approvals from the CASA, AirServices Australia, Sydney Airport Corporation and the Secretary of the DIRD with respect to the management of aviation hazards associated with the operation of the Sydney Kingsford Smith Airport. Consultation with CASA, DIRD and the Sydney Airport Corporation shall include, but not necessarily limited to, resolution of the following issues to the satisfaction of those parties:

- (a) updates to and notations on flight plans, maps and other relevant documentation to identify the project as a potential aviation hazard;
- (b) on-going consultation and notification requirements in relation to the commissioning and operation of the project; and

- (c) such other matters as the parties may consider relevant.

### **Operational performance**

#### Dangerous goods

TC124. The proponent shall ensure that all practicable measures are taken to prohibit any vehicle carrying dangerous goods defined under the Australian Dangerous Goods Code from entering the tunnel.

TC124A. Not used.

#### Maintenance

TC125. The ongoing maintenance and operation costs of urban design and landscaping items and works implemented as part of this infrastructure approval shall remain the proponent's responsibility until satisfactory arrangements have been put in place for the transfer of the asset to the relevant authority. Prior to the transfer of assets, the proponent will maintain items and works to the design standards established in the Urban Design and Landscape Plan required by condition TC64A.

#### Independent environmental audit

TC126. Within 12 months of the commencement of operation, and at any other stage required by the Secretary, the proponent shall commission and pay the full cost of an **Independent Environmental Audit** of the project. This audit shall:

- (a) be conducted by a suitably qualified, experienced and independent team of experts whose appointment has been endorsed by the Secretary;
- (b) include consultation with the relevant agencies and local Councils;
- (c) assess the environmental performance of the project and assess whether it is complying with the requirements in this approval, and any other relevant approvals (including any assessment, plan or program required under these approvals);
- (d) review the accuracy of predicted environmental outcomes discussed in the documents listed in condition TC1;
- (e) review the adequacy of any approved strategy, plan or program required under the abovementioned approvals; and
- (f) recommend measures or actions to improve the environmental performance of the project, and/or any strategy, plan or program required under these approvals.

Within 60 days of commissioning this audit, or as otherwise agreed by the Secretary, the proponent shall submit a copy of the audit report to the Secretary and relevant public authorities, together with its response to any recommendations contained in the audit report.

#### *Notes:*

- *This audit team shall be led by a suitably qualified and experienced auditor, and include experts in air quality, biodiversity, noise and vibration, hydrology and any other fields specified by the Secretary.*
- *The audit may be staged to suit the staged operation of the project.*

## Operational environmental management

TC127. Prior to the commencement of operation of the project in an area already covered by an Operational Environmental Management Plan, or as otherwise agreed by the Secretary, the proponent shall review and (if necessary) revise the Operational Environmental Management Plan that covers the project area. Any revised Operational Environmental Management Plan shall be provided to the Secretary.

TC128. Prior to the commencement of operation, of the project not subject to condition TC127, or as otherwise agreed by the Secretary, the proponent shall prepare and implement an Operation Environmental Management Plan (OEMP) for the project. The OEMP shall outline the environmental management practices and procedures that are to be followed during operation, and shall be prepared in consultation with relevant agencies and in accordance with the *Guideline for the Preparation of Environmental Management Plans* (Department of Infrastructure, Planning and Natural Resources, 2004). The OEMP shall include, but not necessarily be limited to:

- (a) a description of activities to be undertaken during operation of the project (including staging and scheduling);
- (b) statutory and other obligations that the proponent is required to fulfil during operation, including approvals, consultations and agreements required from authorities and other stakeholders under key legislation and policies;
- (c) overall environmental policies, guidelines and principles to be applied to the operation of the project;
- (d) a description of the roles and responsibilities for relevant employees involved in the operation of the project, including relevant training and induction provisions for ensuring that employees are aware of their environmental and compliance obligations under these conditions of approval;
- (e) an environmental risk analysis to identify the key environmental performance issues associated with the operation phase; and
- (f) details of how environmental performance would be managed and monitored to meet acceptable outcomes, including what actions will be taken to address identified potential adverse environmental impacts. In particular, the following environmental performance issues shall be addressed in the OEMP:
  - (i) air quality;
  - (ii) noise and vibration, through preparation of the Operational Noise Management Plan required under condition TC121A;
  - (iii) traffic and transport, through preparation of the Operational Traffic Management Plan required under condition TC123A;
  - (iv) climate change and energy use;
  - (v) visual amenity and landscaping;
  - (vi) groundwater inflows, treatment and discharge, soil, and subsidence; and
  - (vii) surface water quality and hydrology.
  - (viii) landfill gas and leachate.



The OEMP shall be submitted for the approval of the Secretary no later than one month prior to the commencement of operation, or as otherwise agreed by the Secretary. Operation shall not commence until written approval has been received from the Secretary.

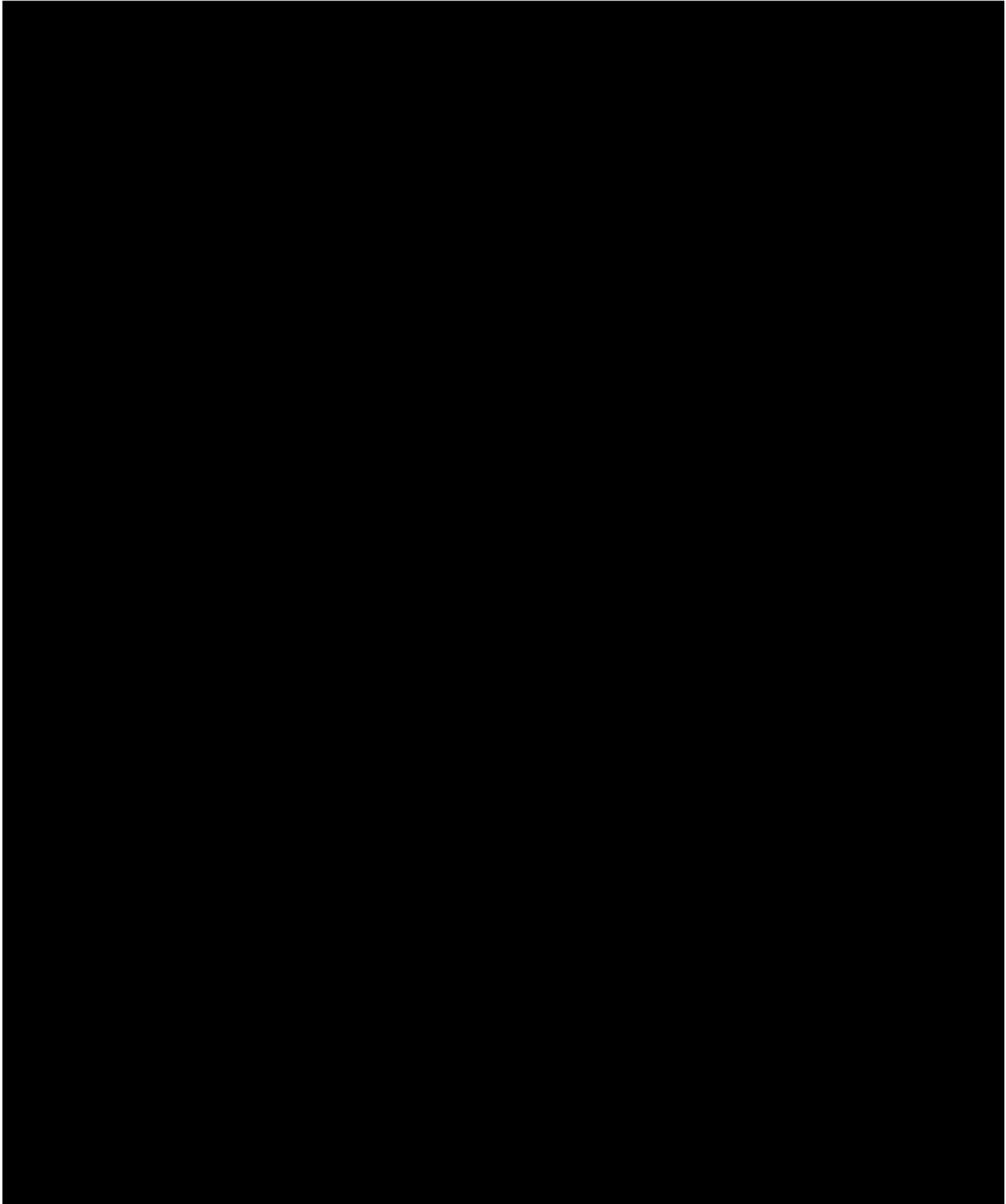
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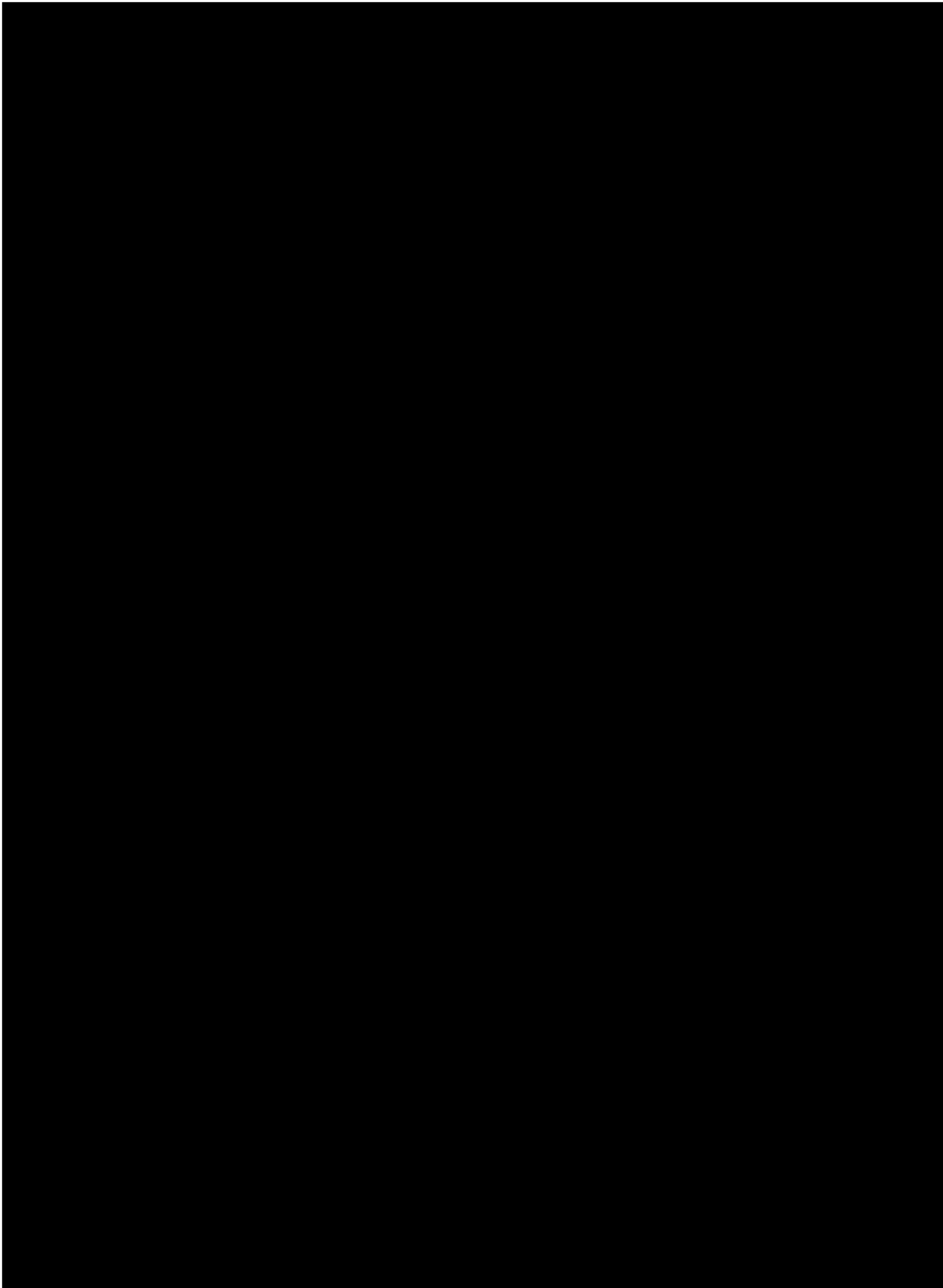
*The approval of an OEMP does not relieve the proponent of any requirement associated with this approval. If there is an inconsistency with an approved OEMP and the conditions of this approval, the requirements of this approval prevail.*

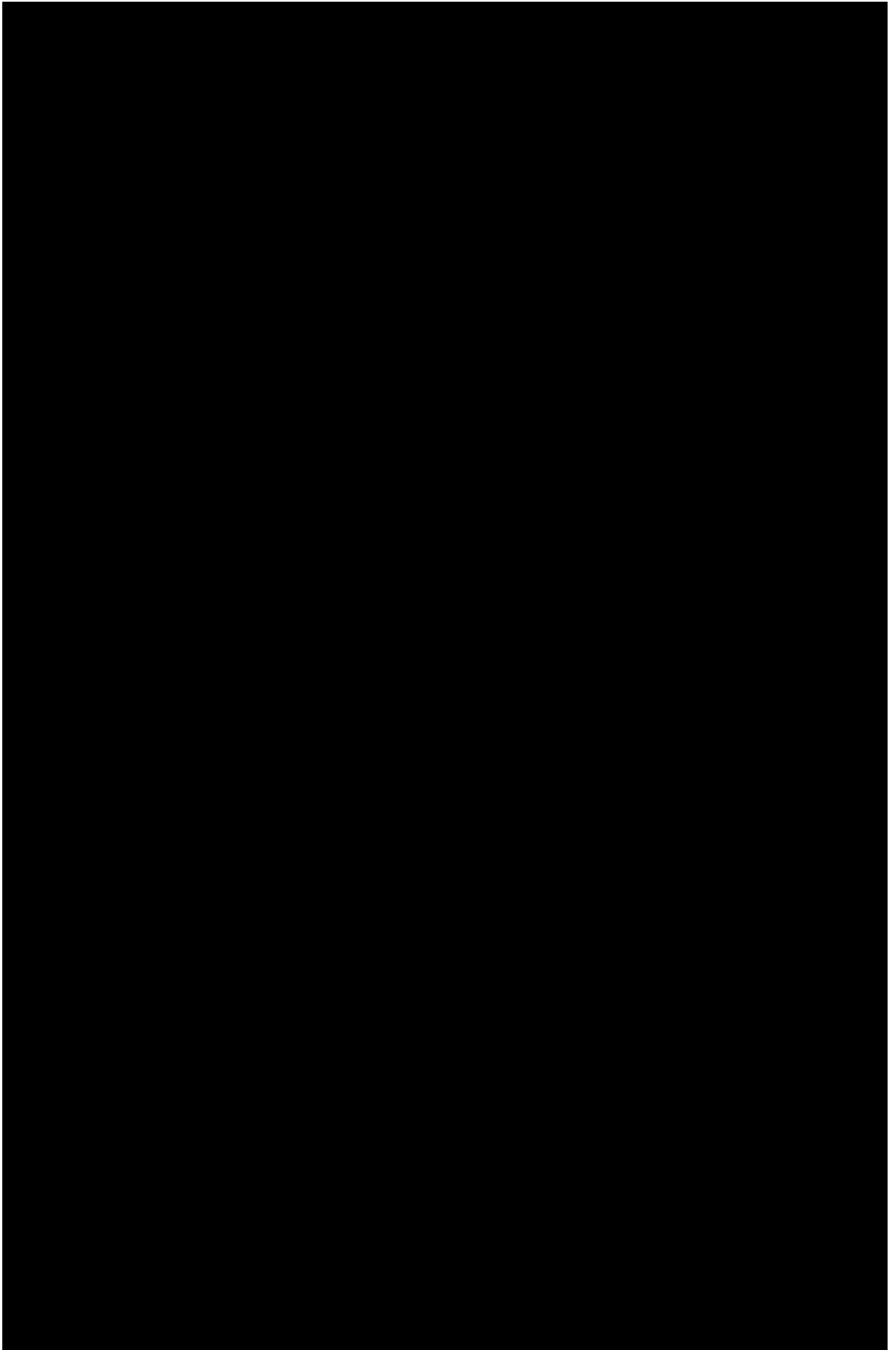
**SCHEDULE 32**

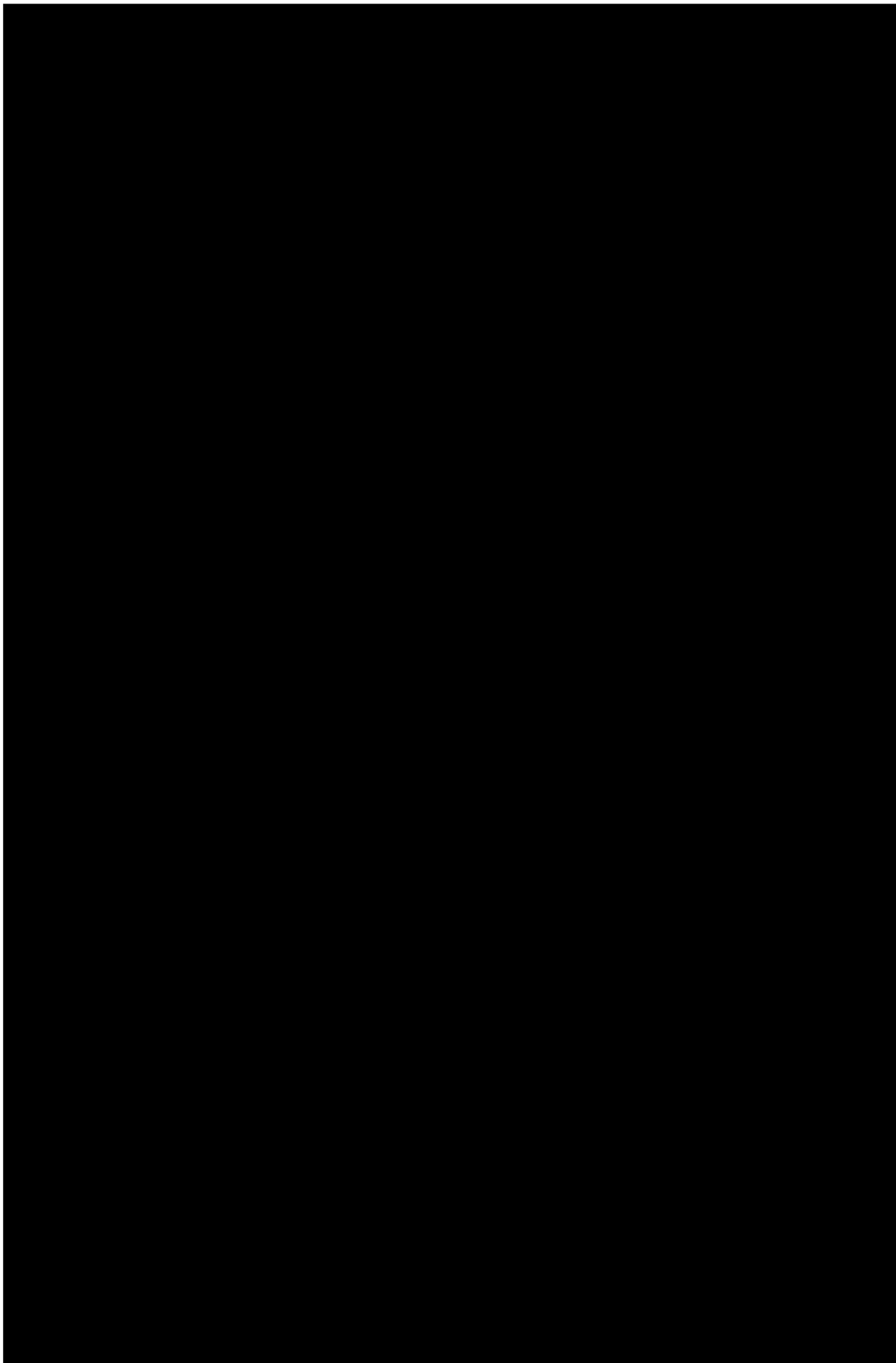
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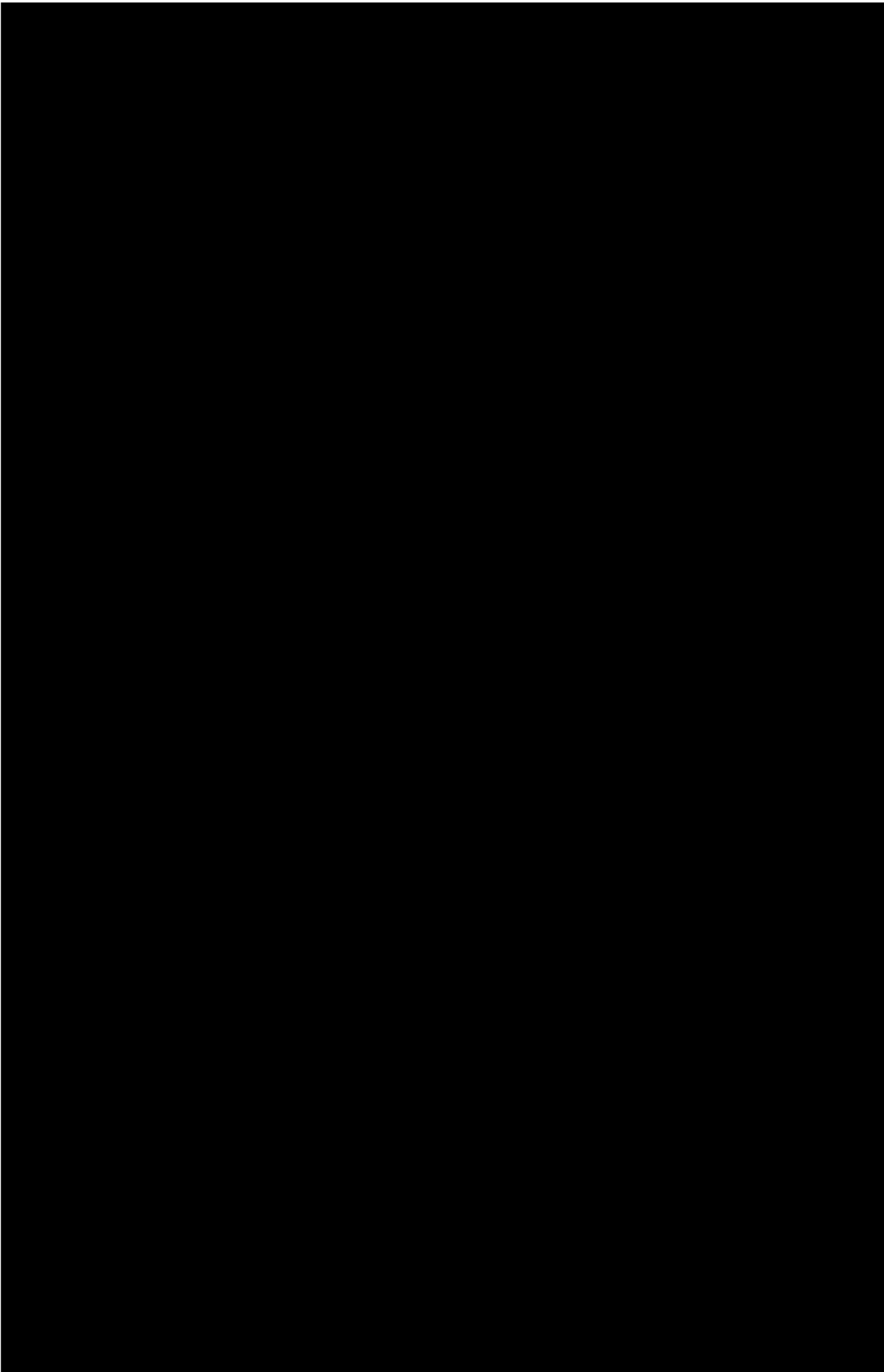
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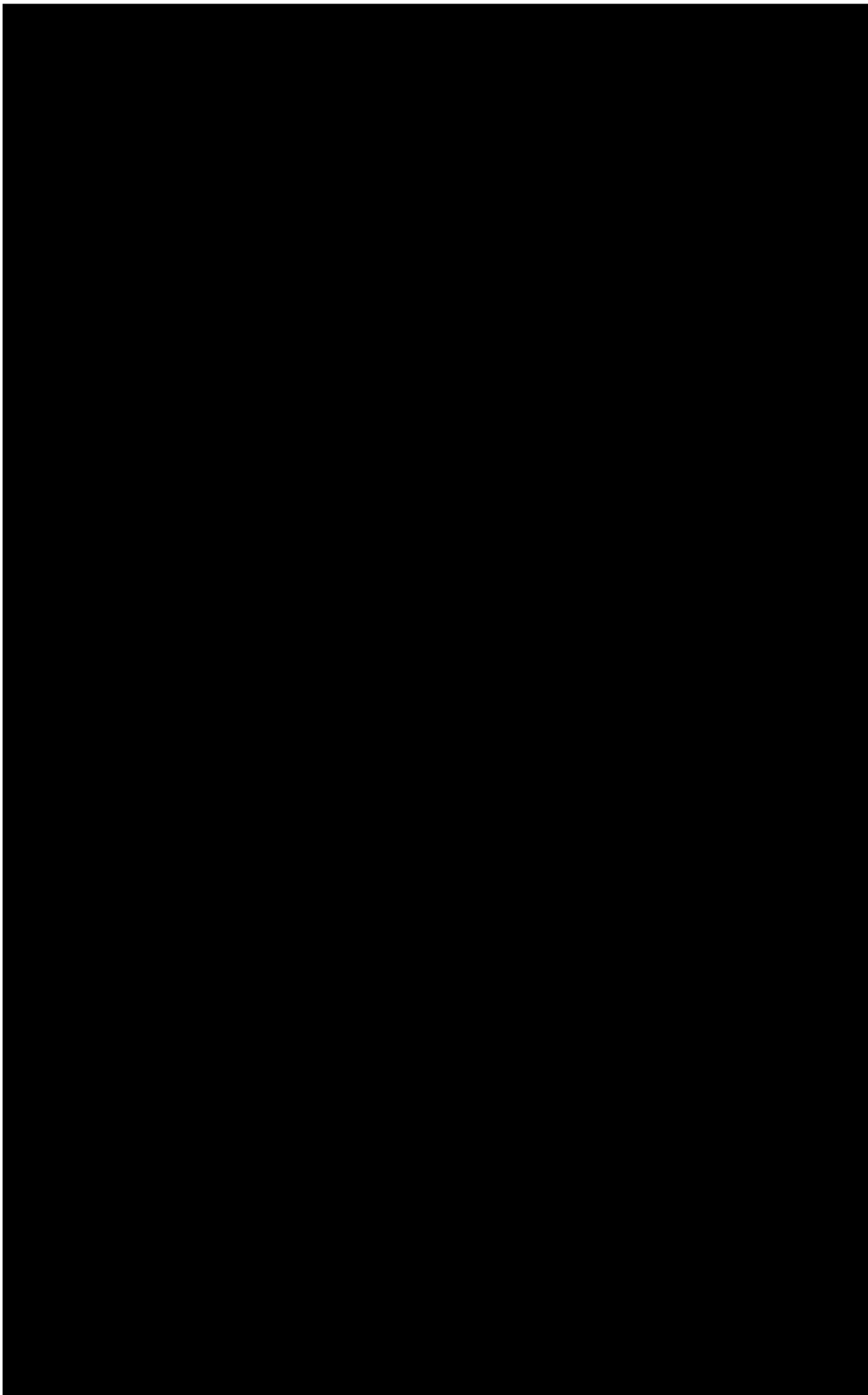


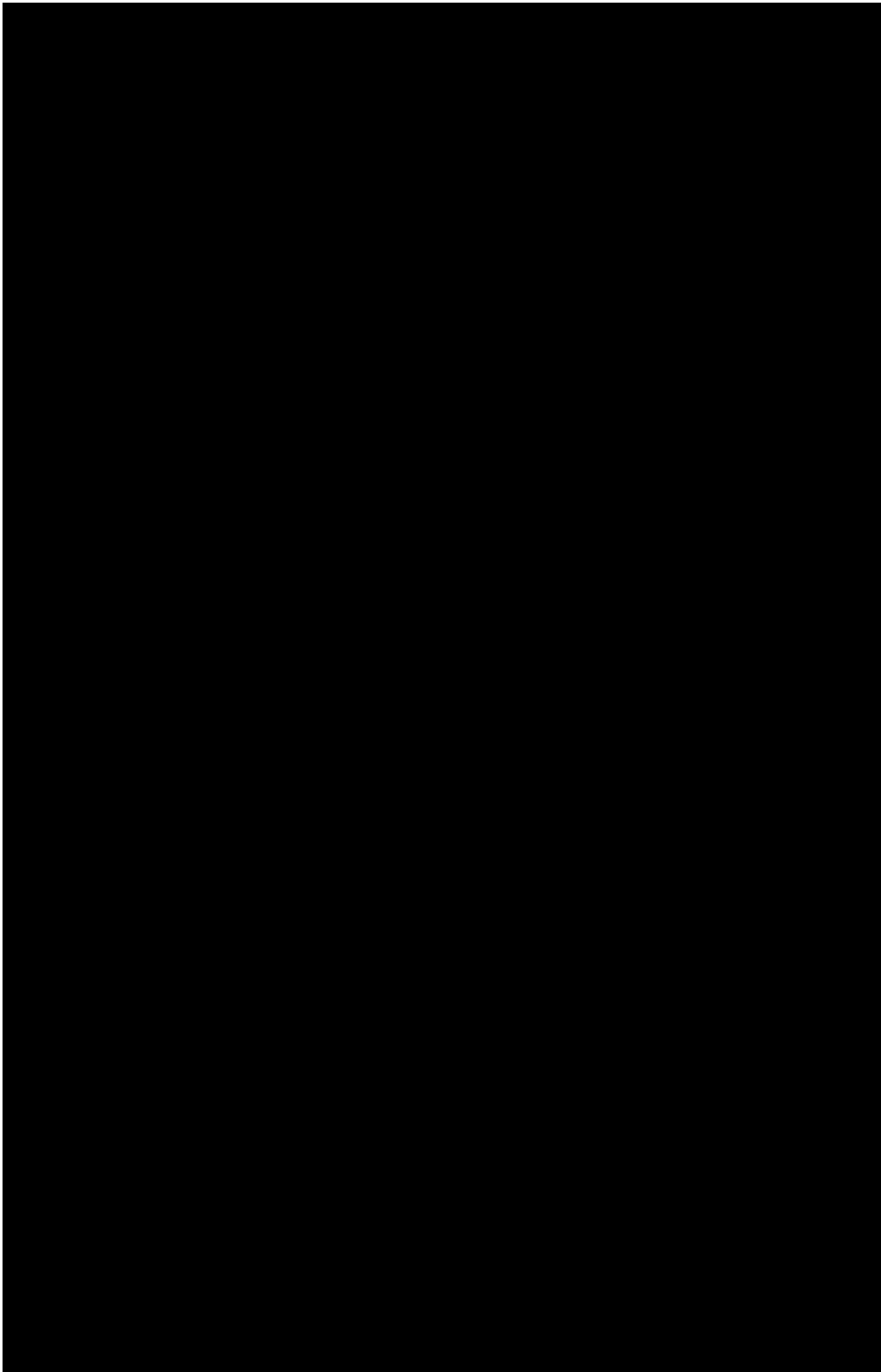




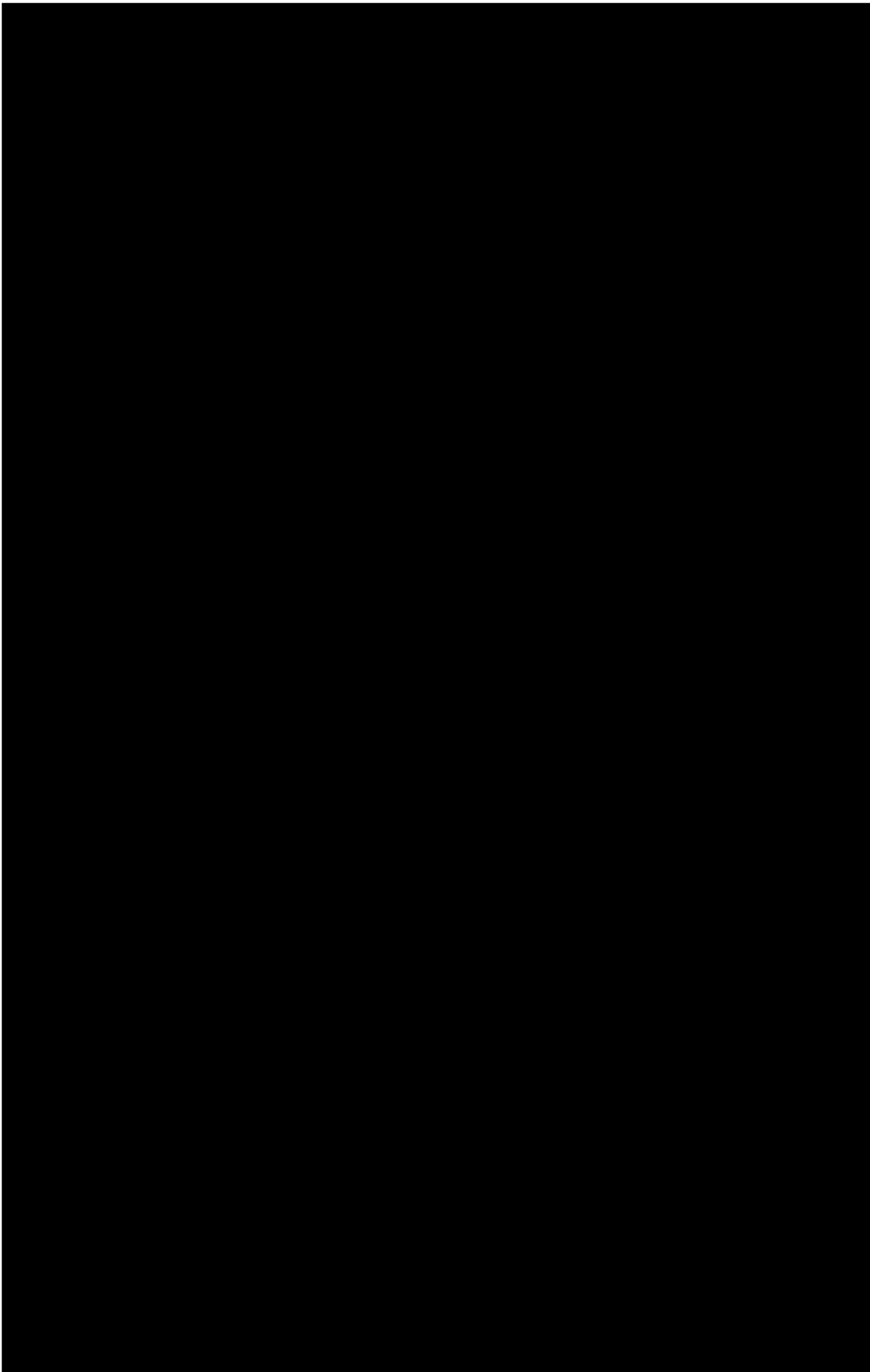


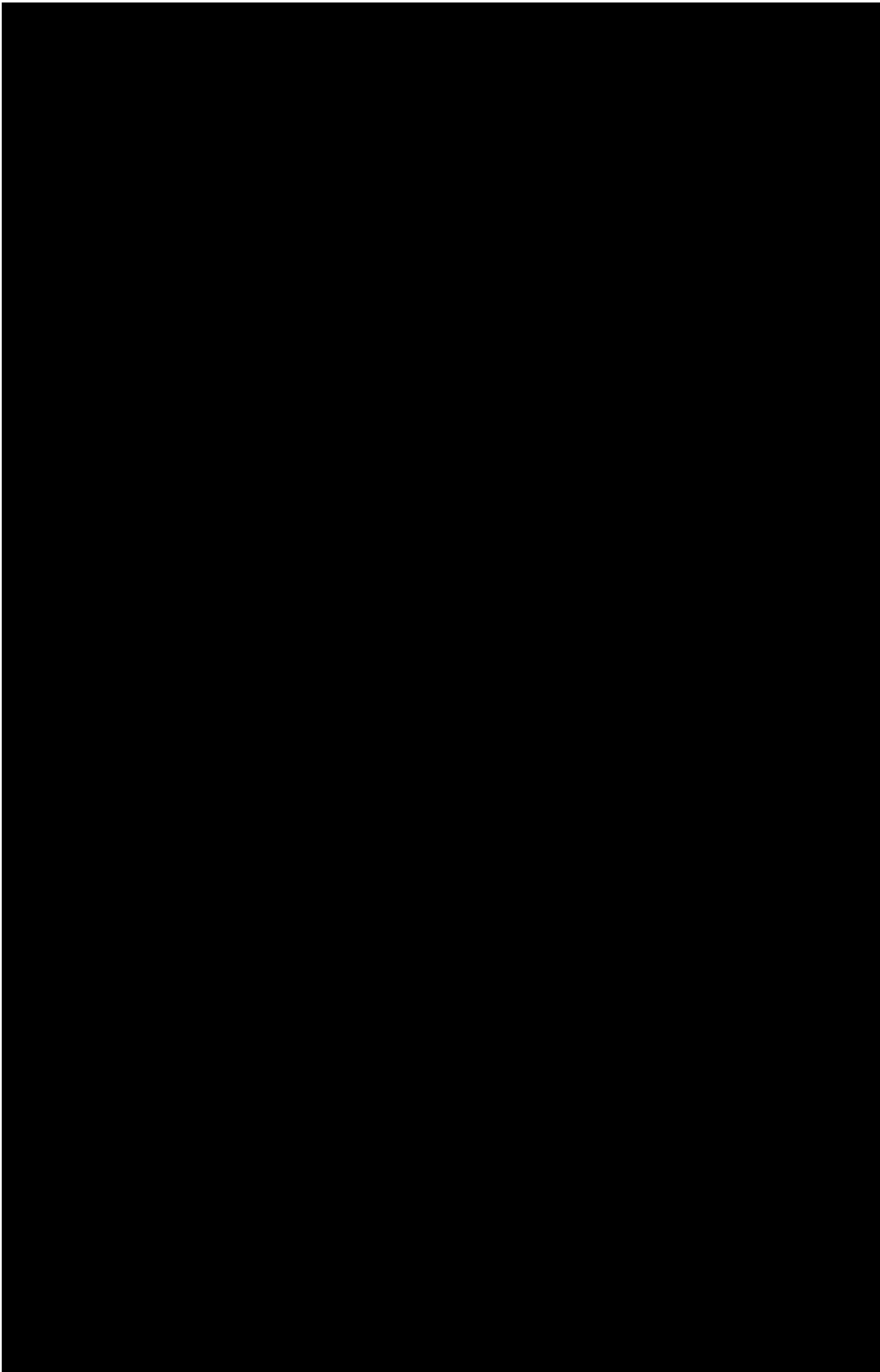


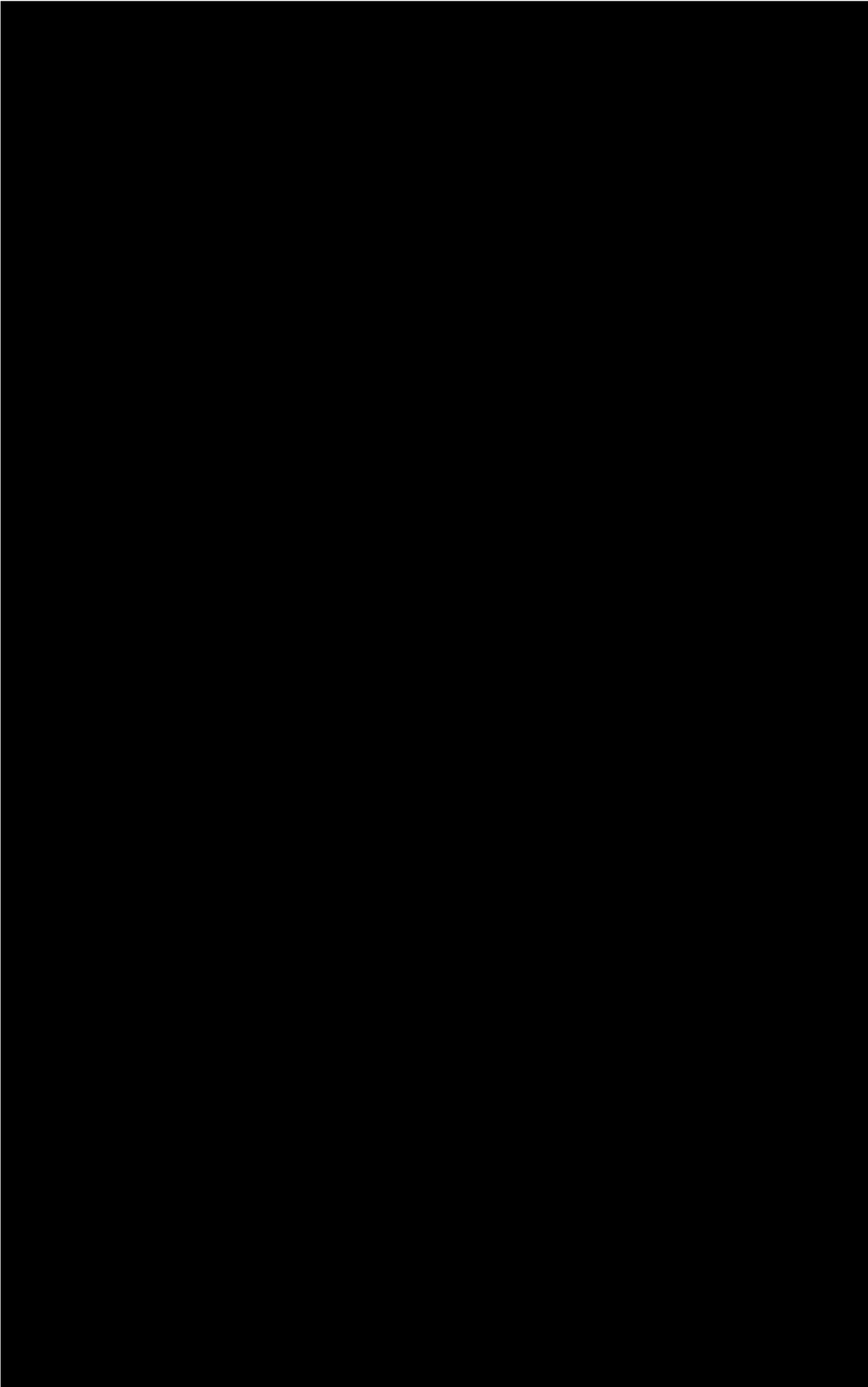


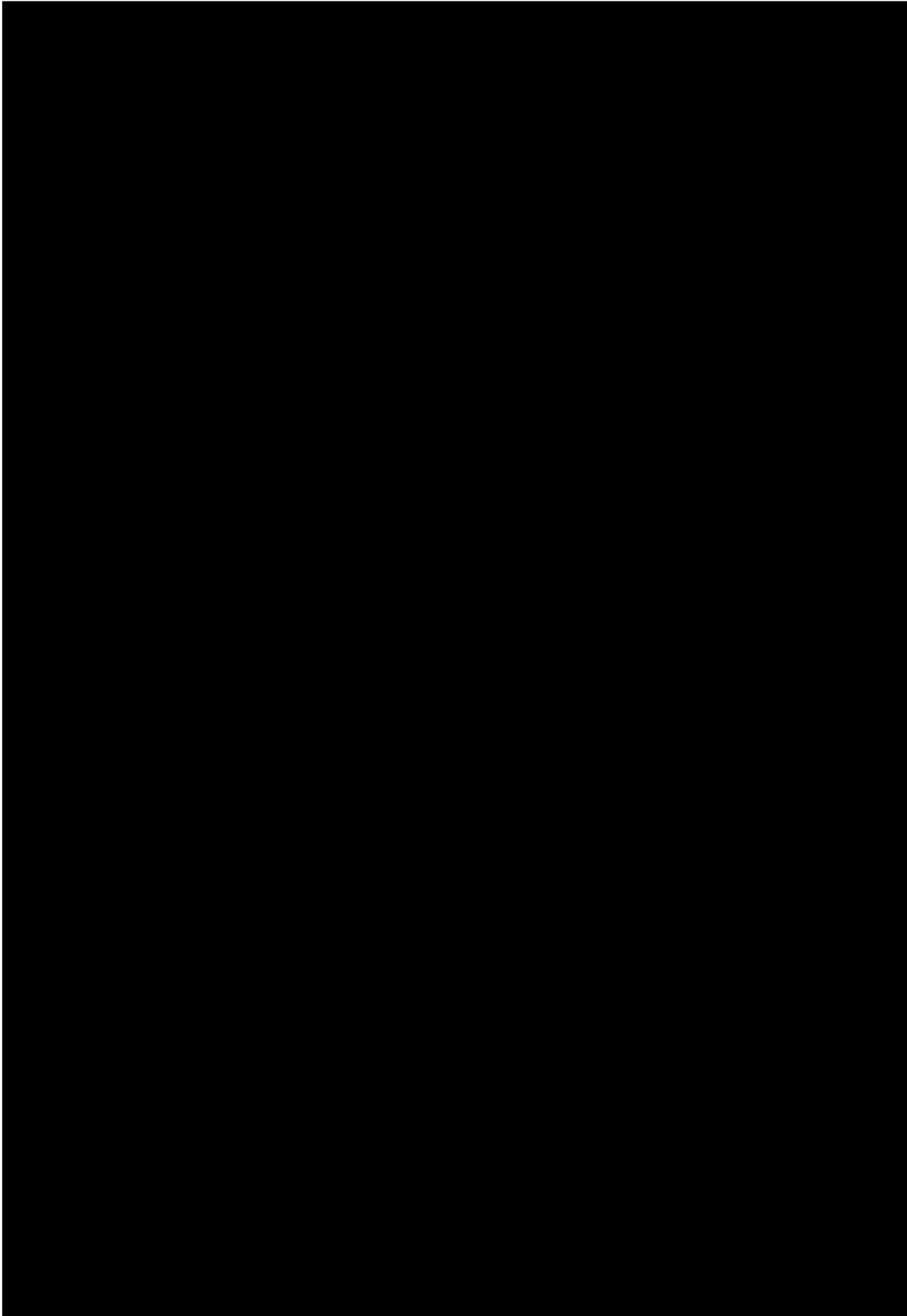


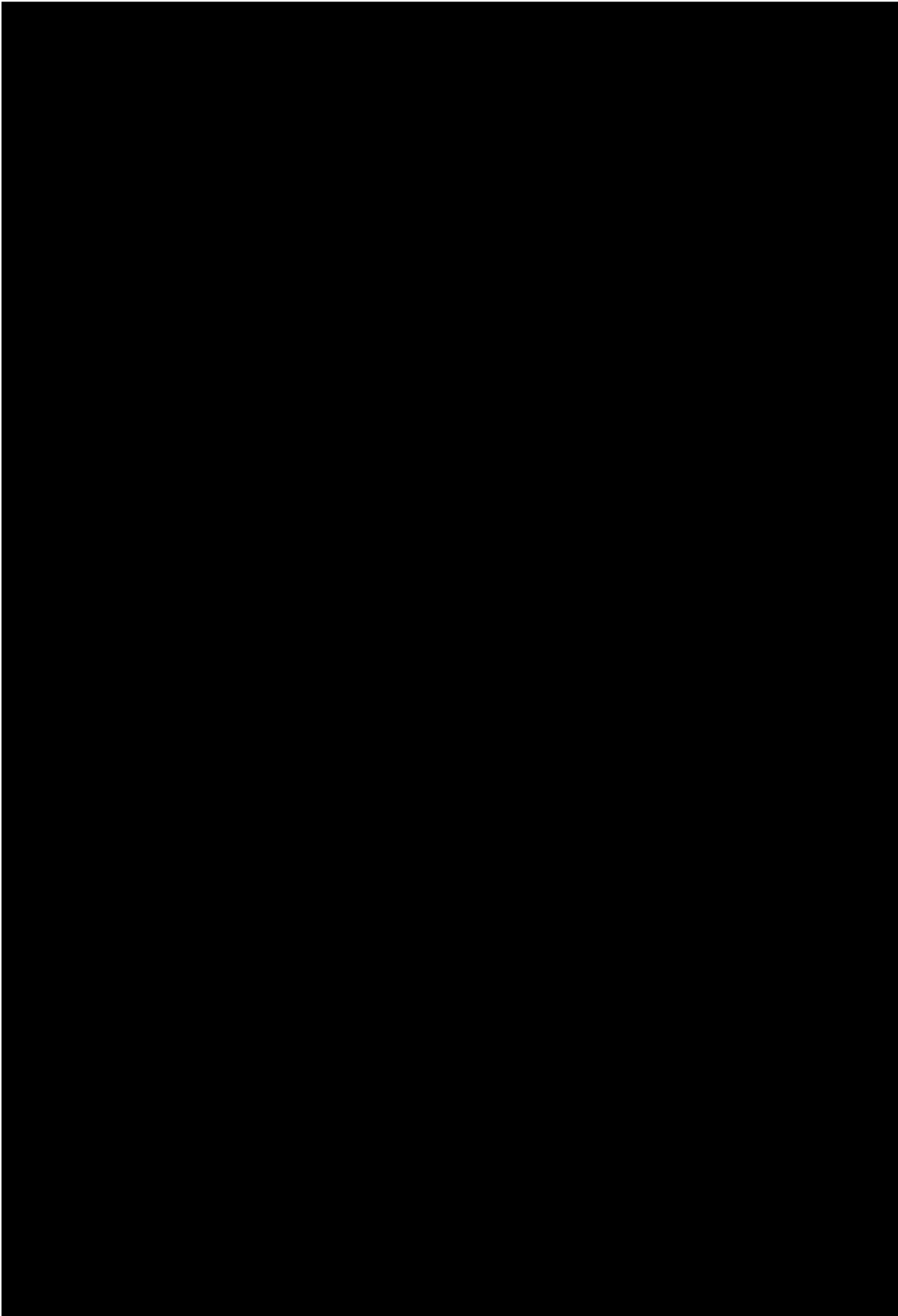


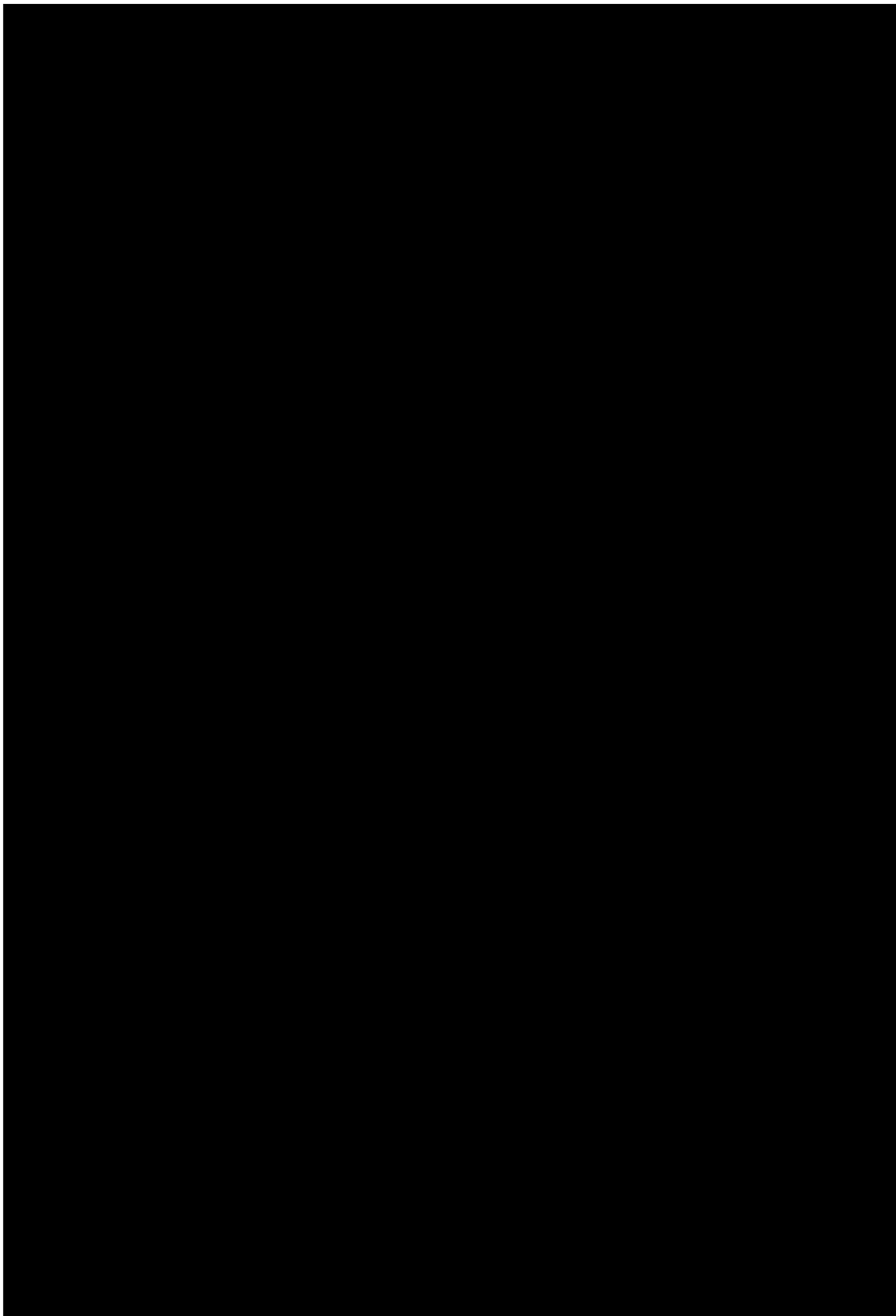


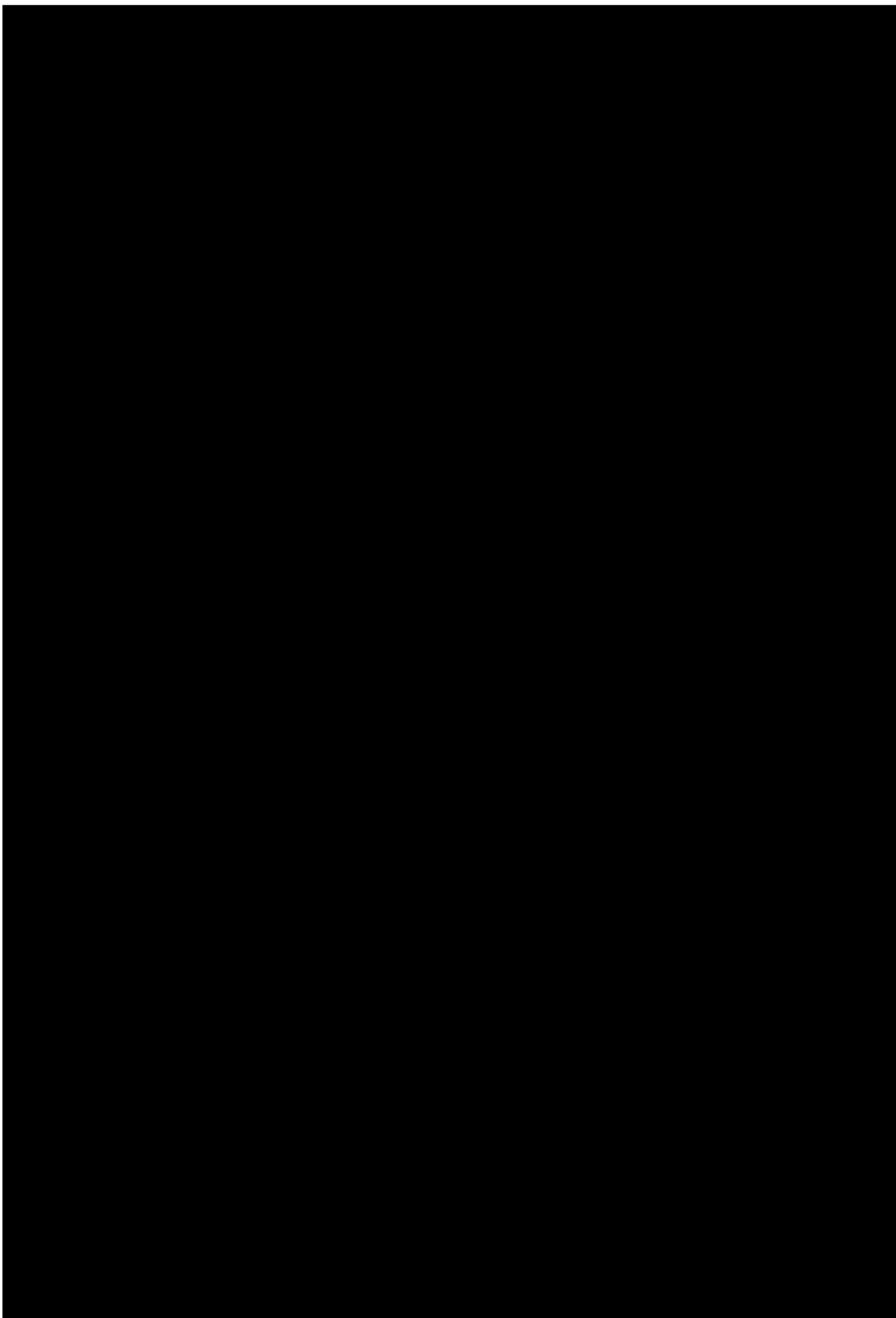


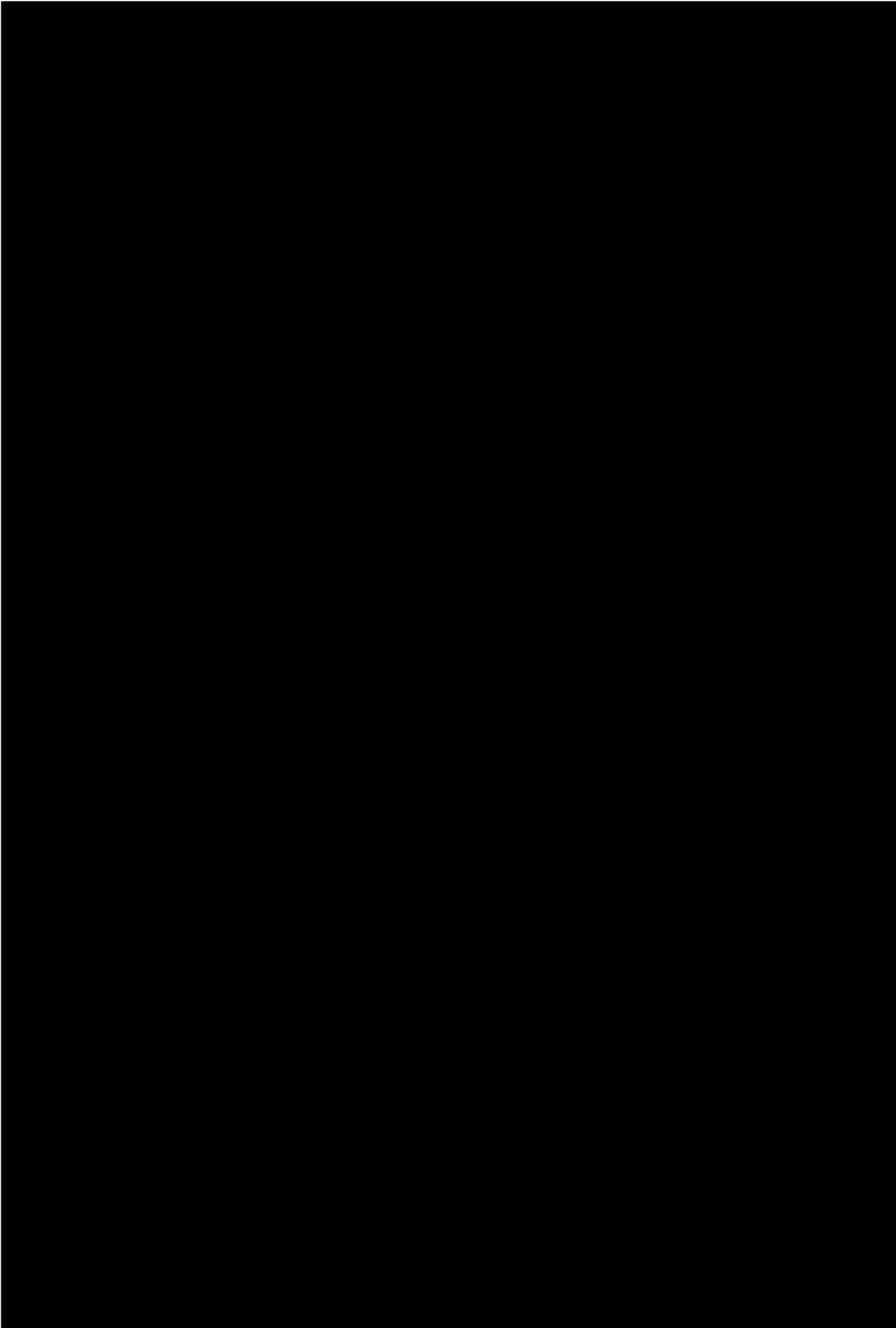




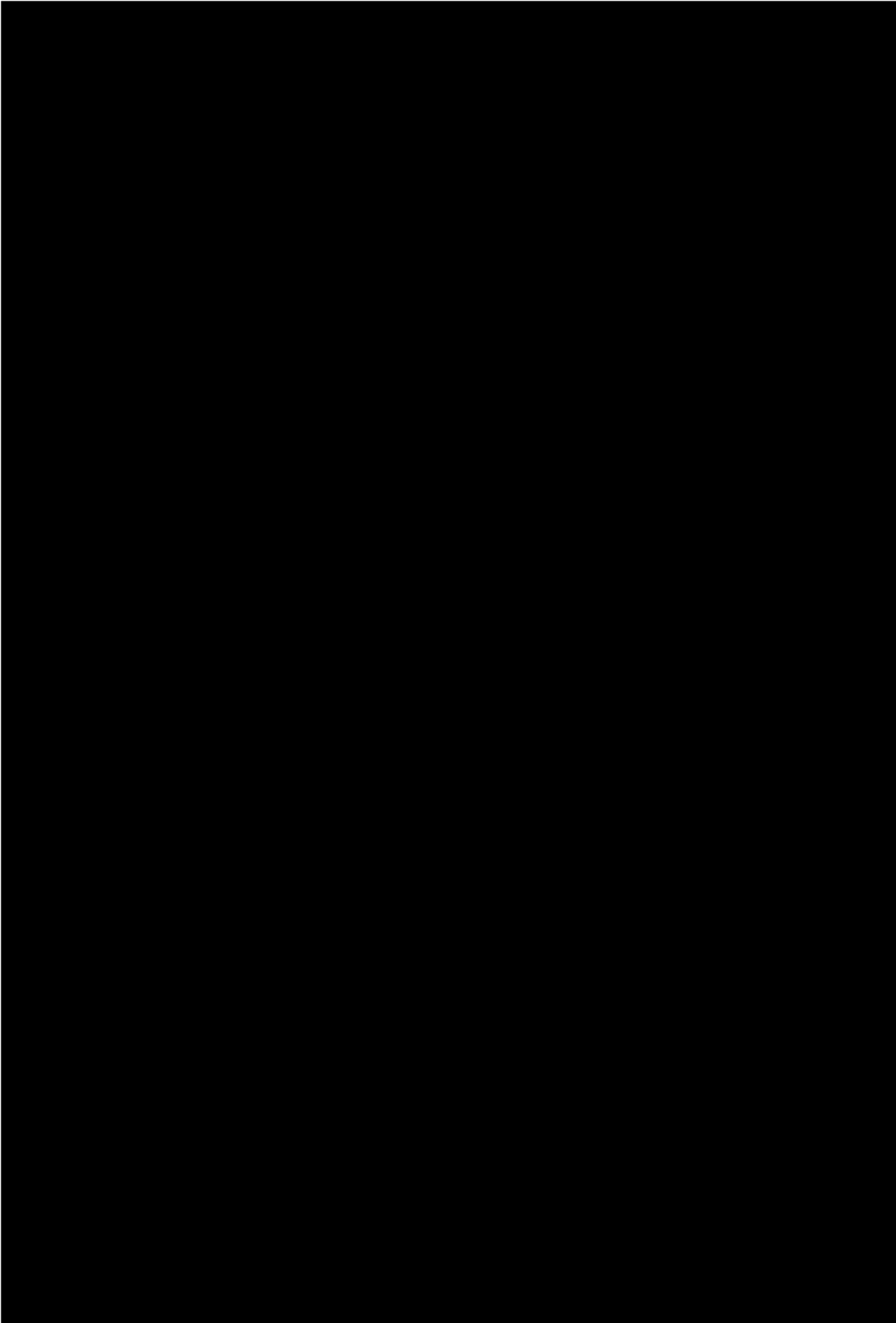


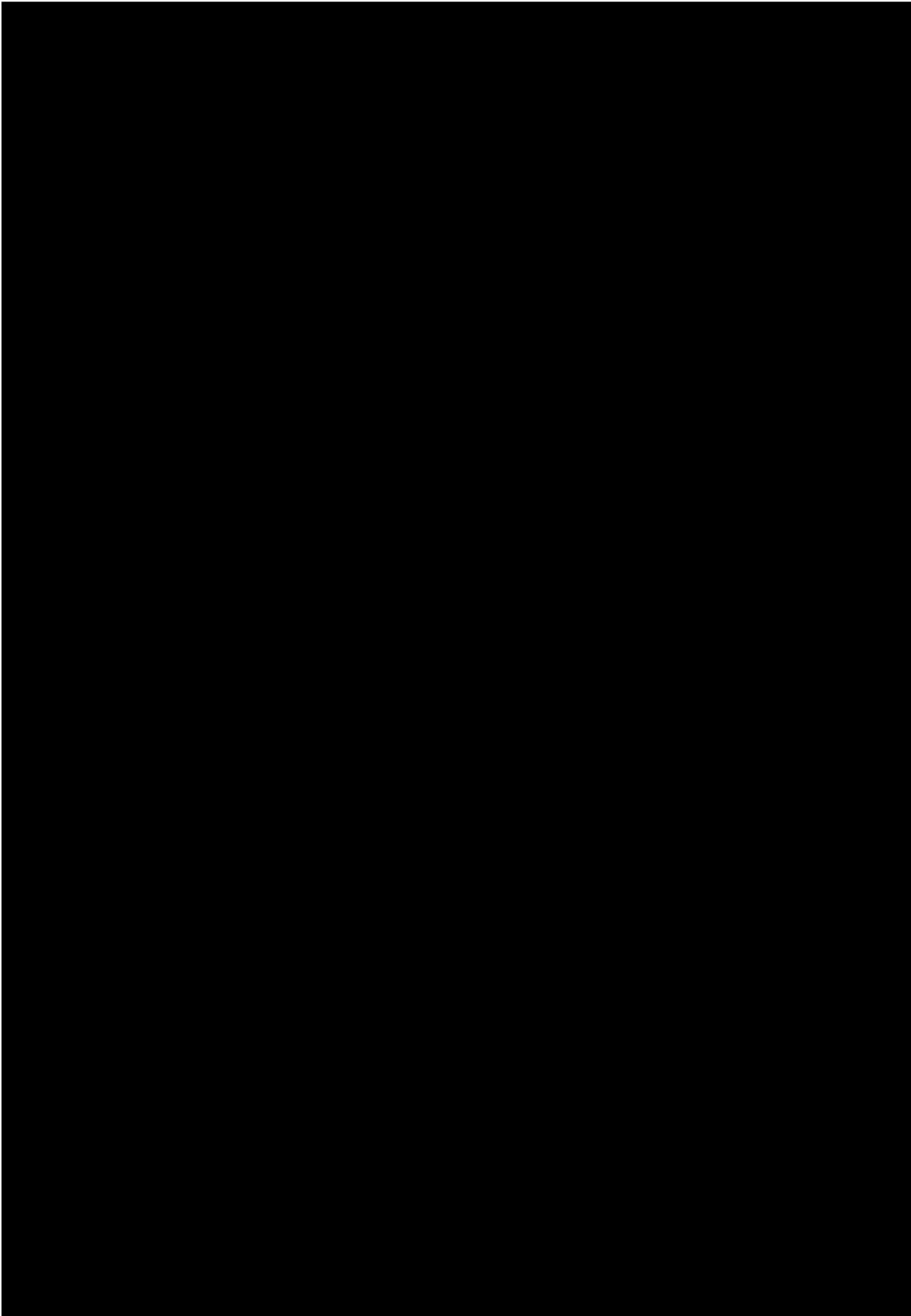


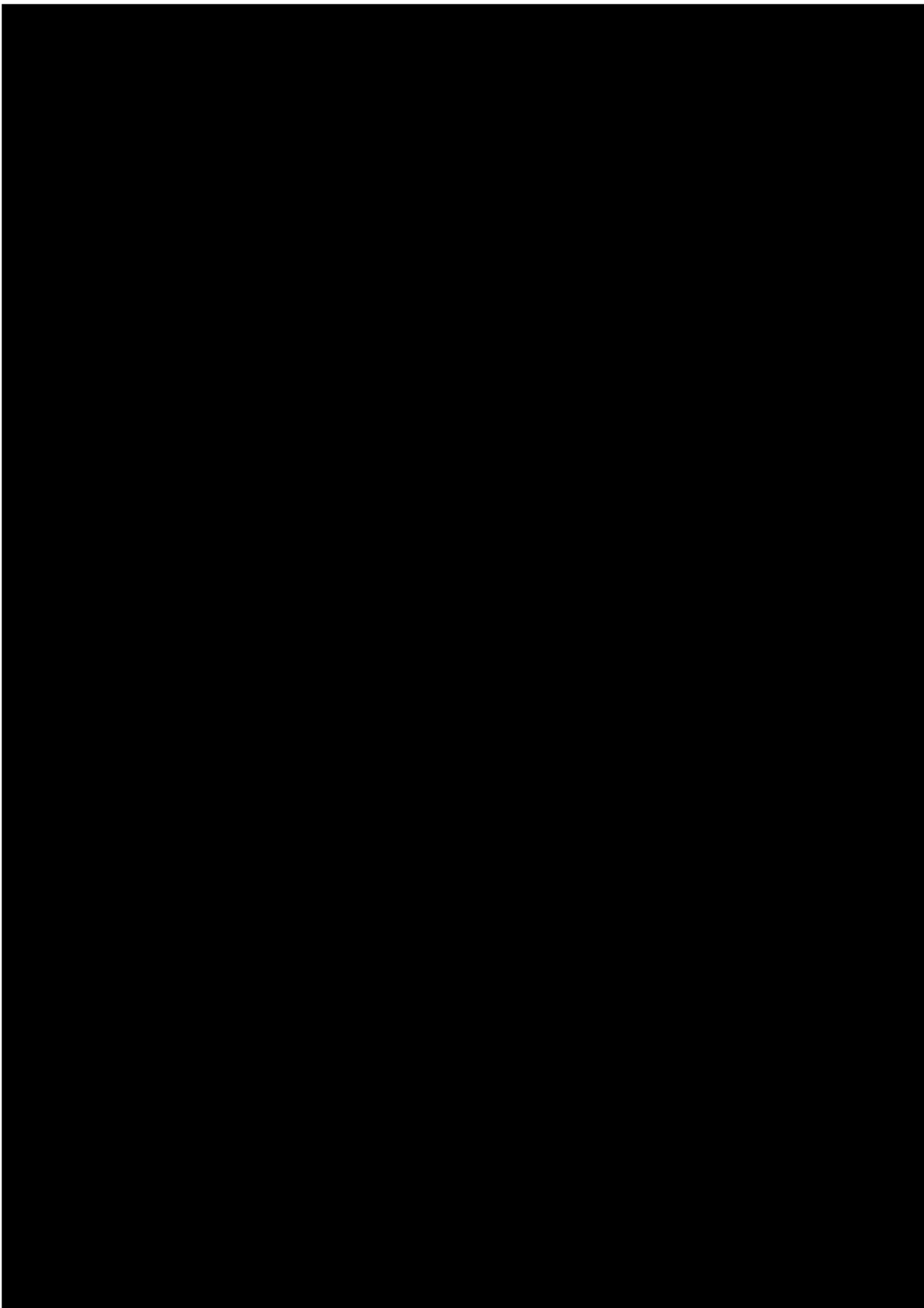


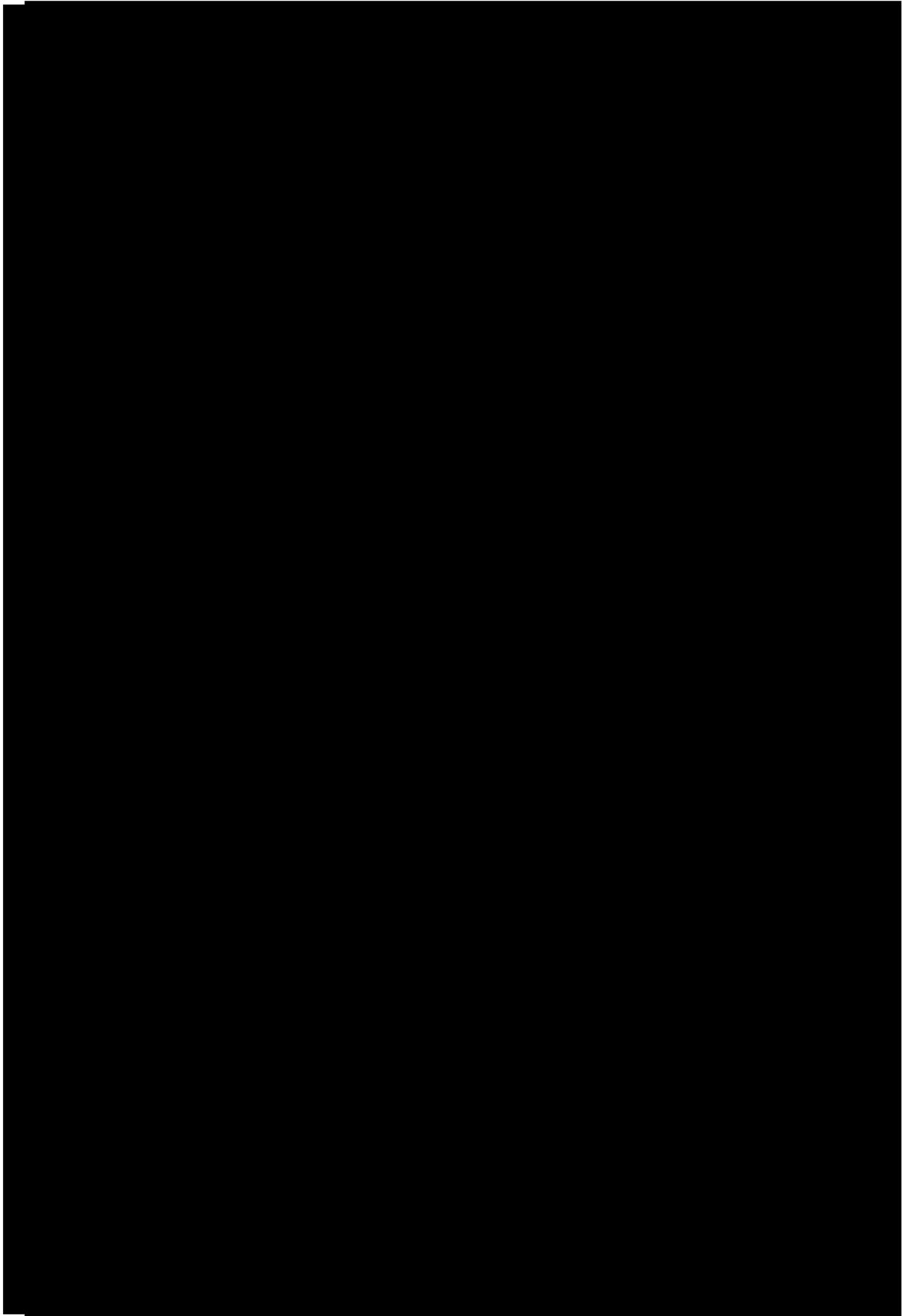


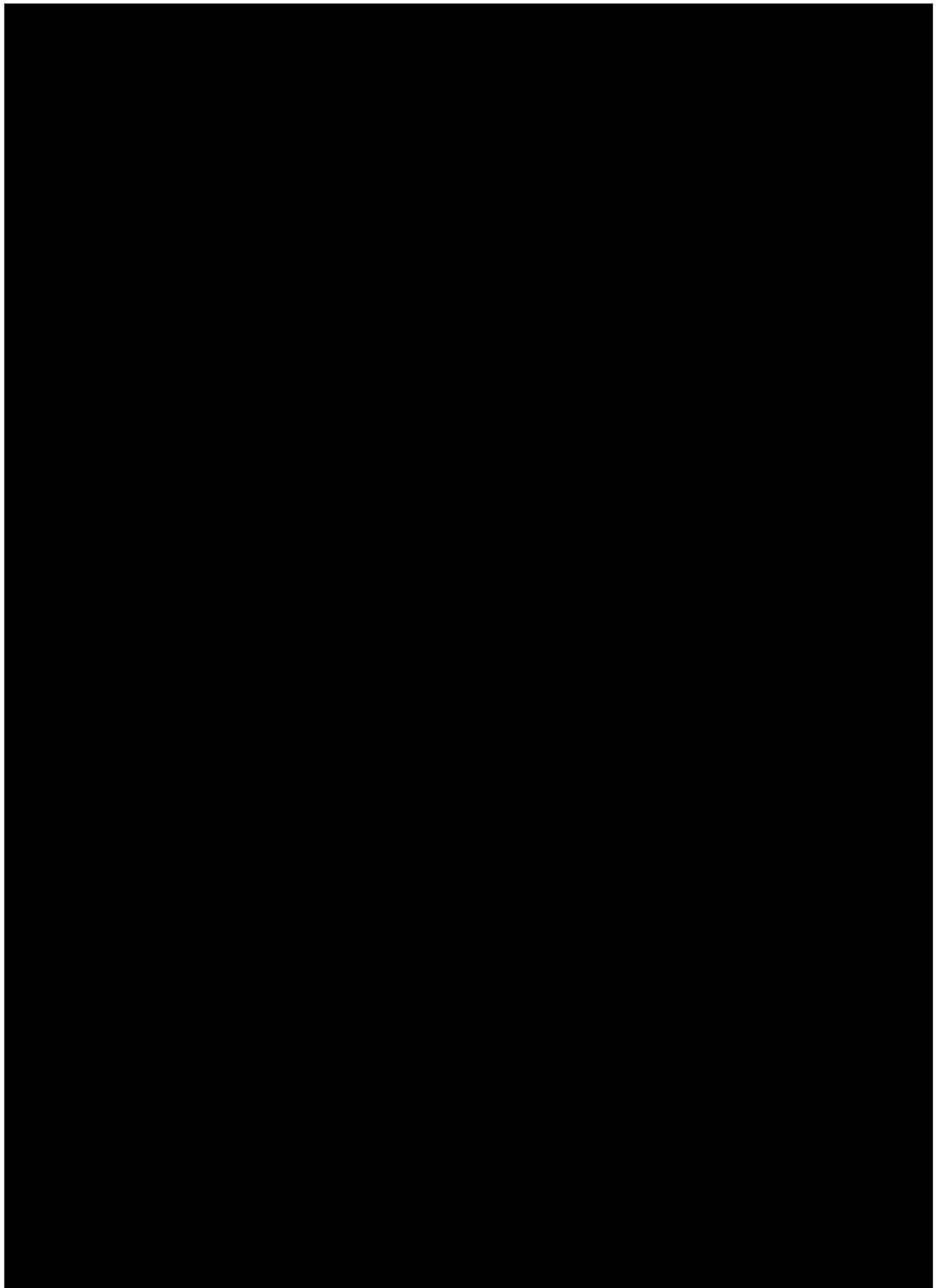


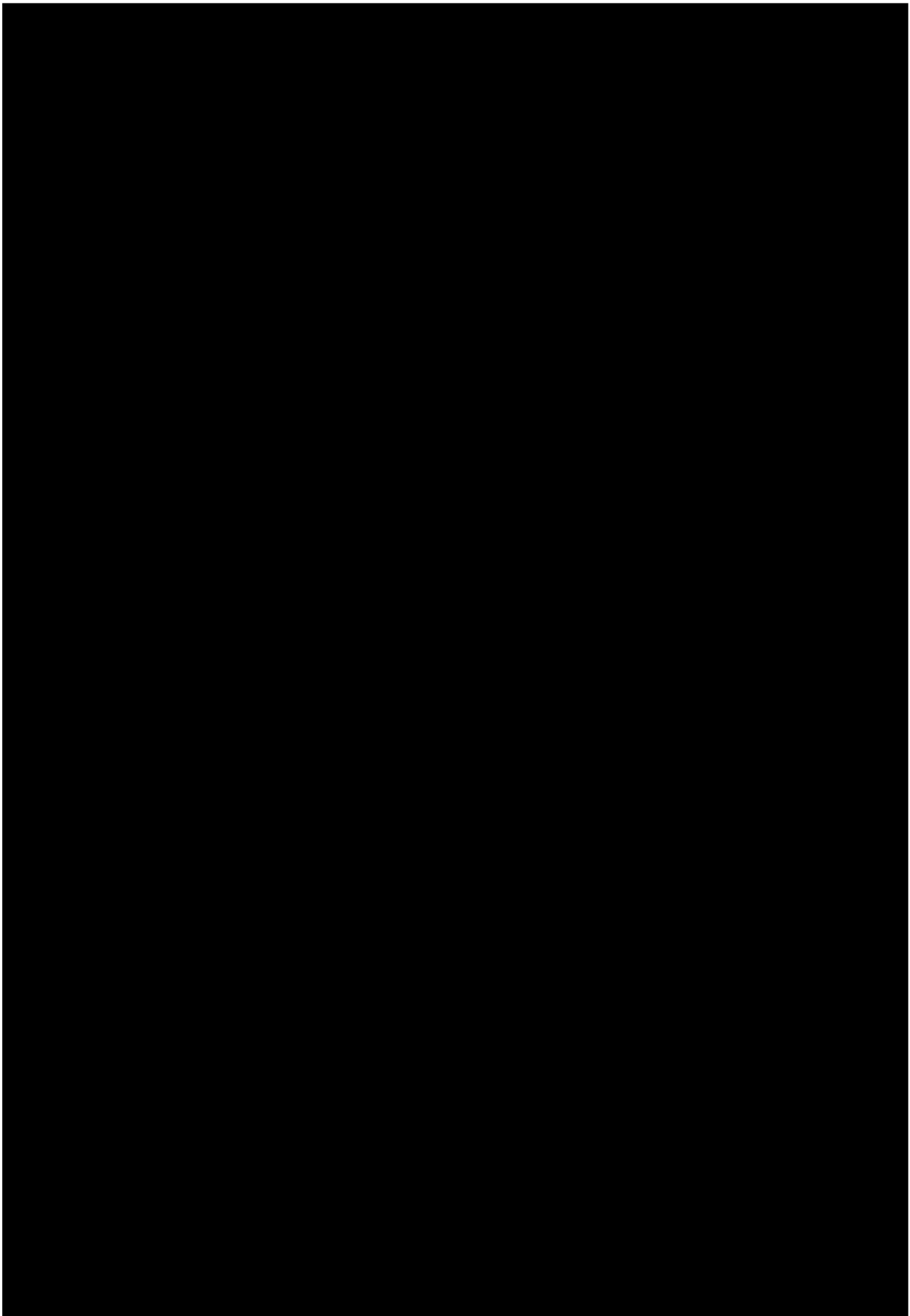


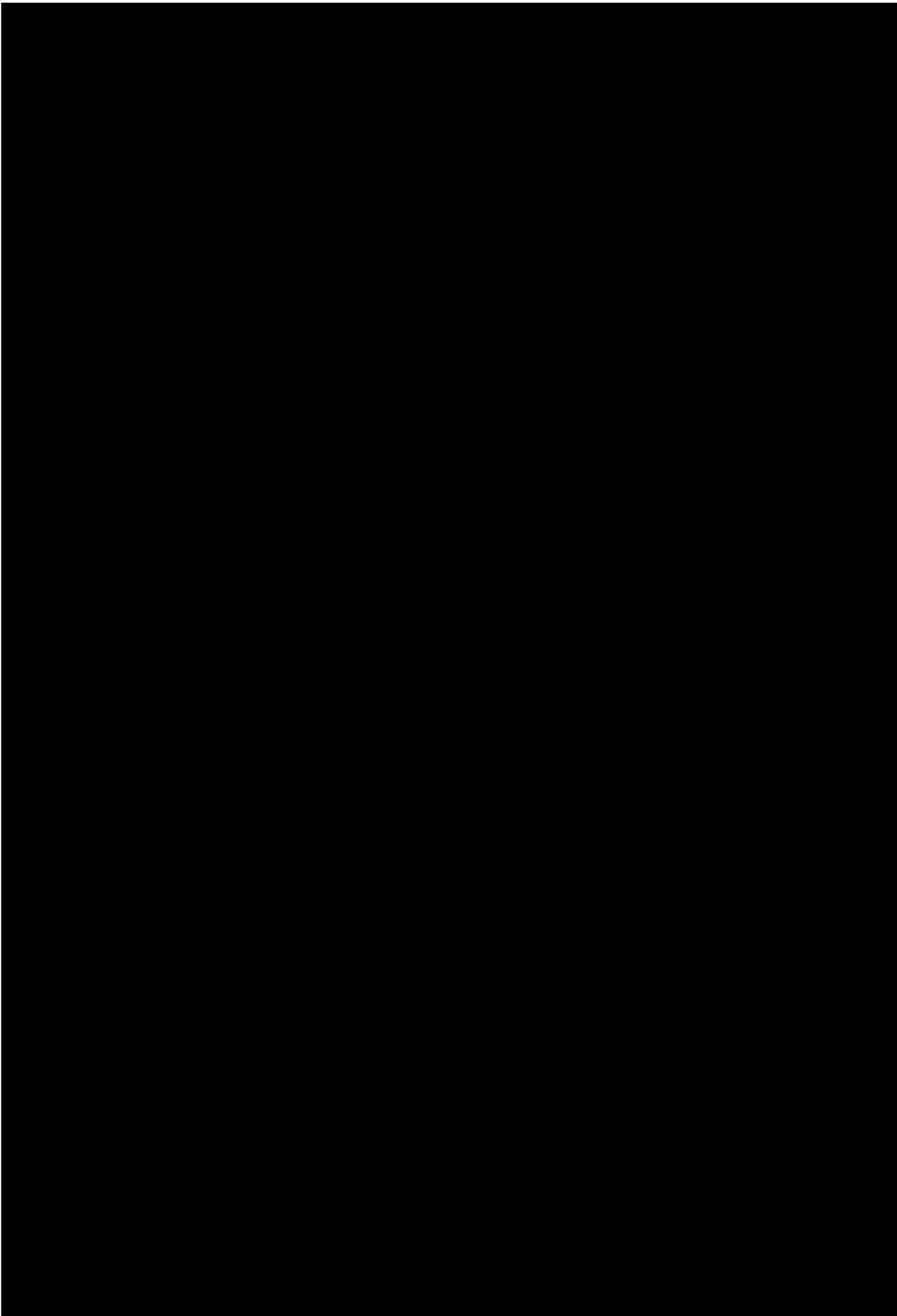


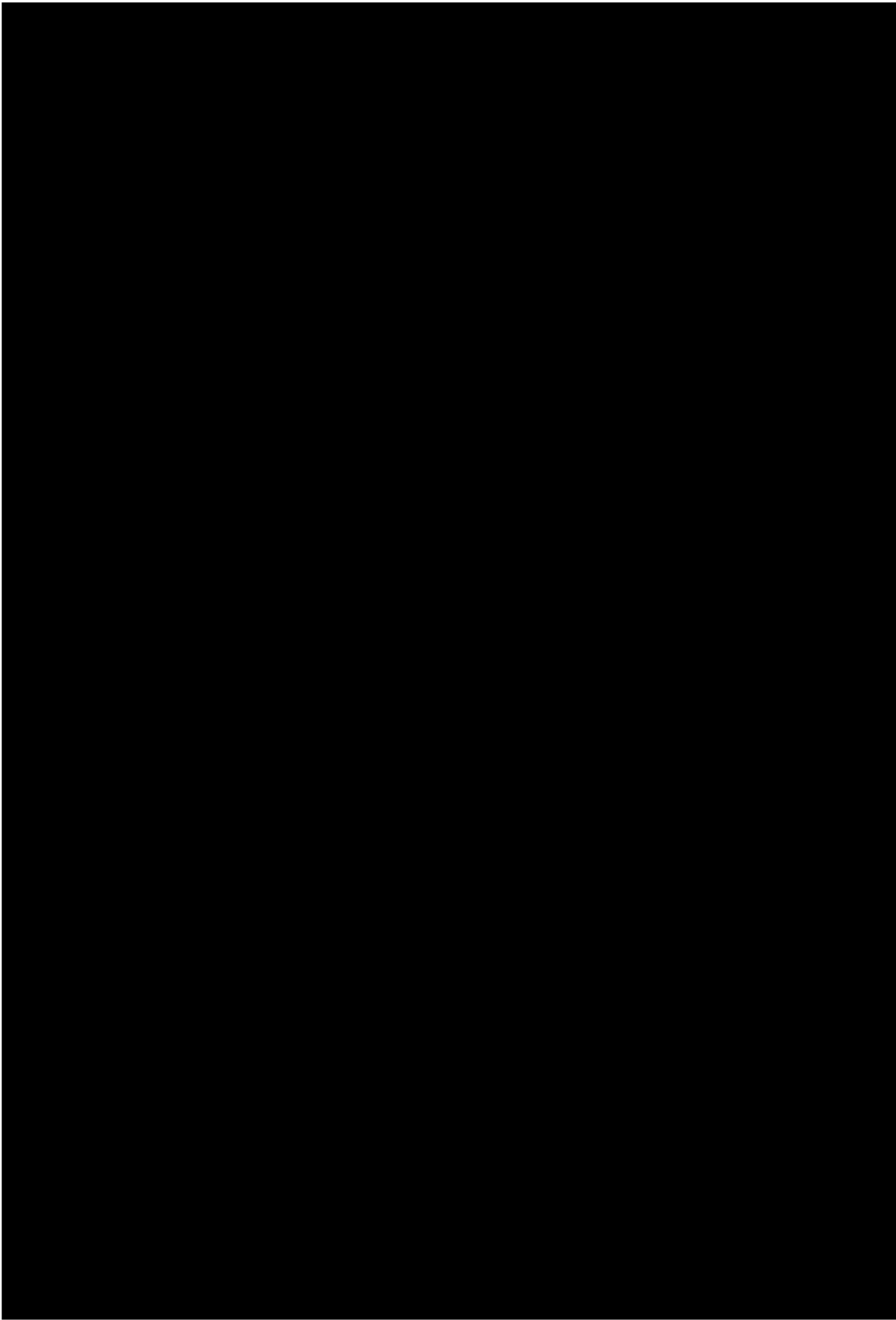




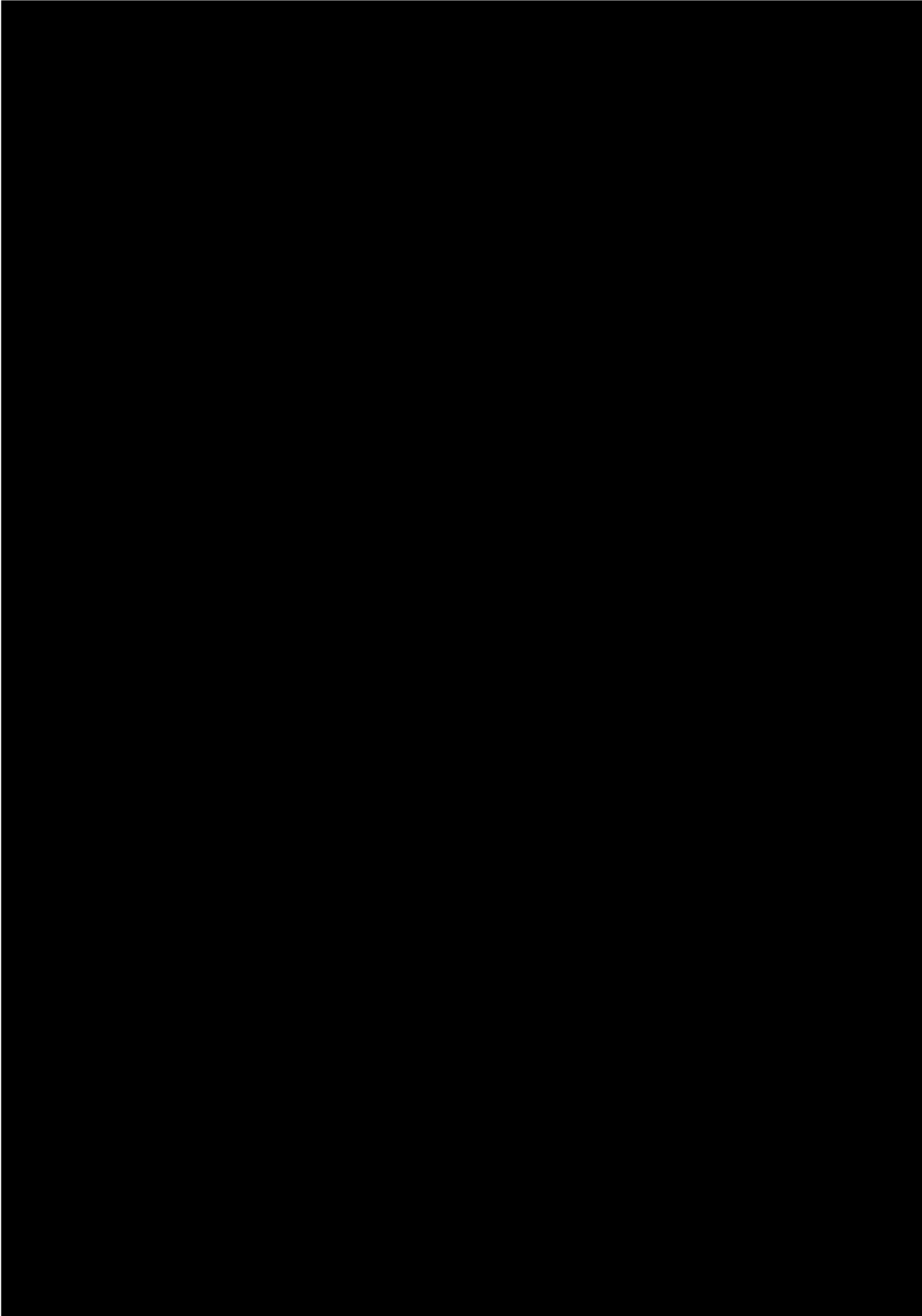


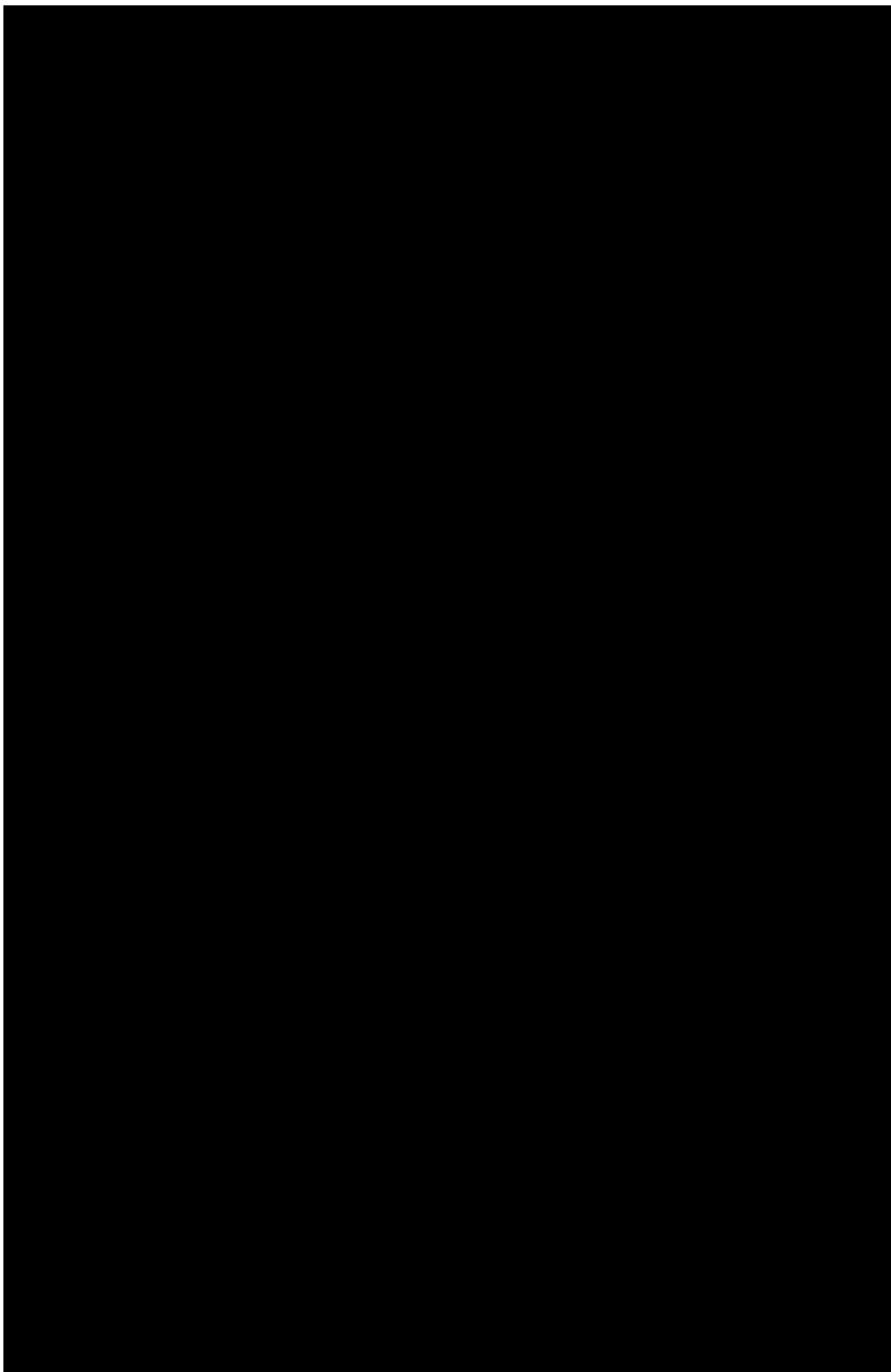


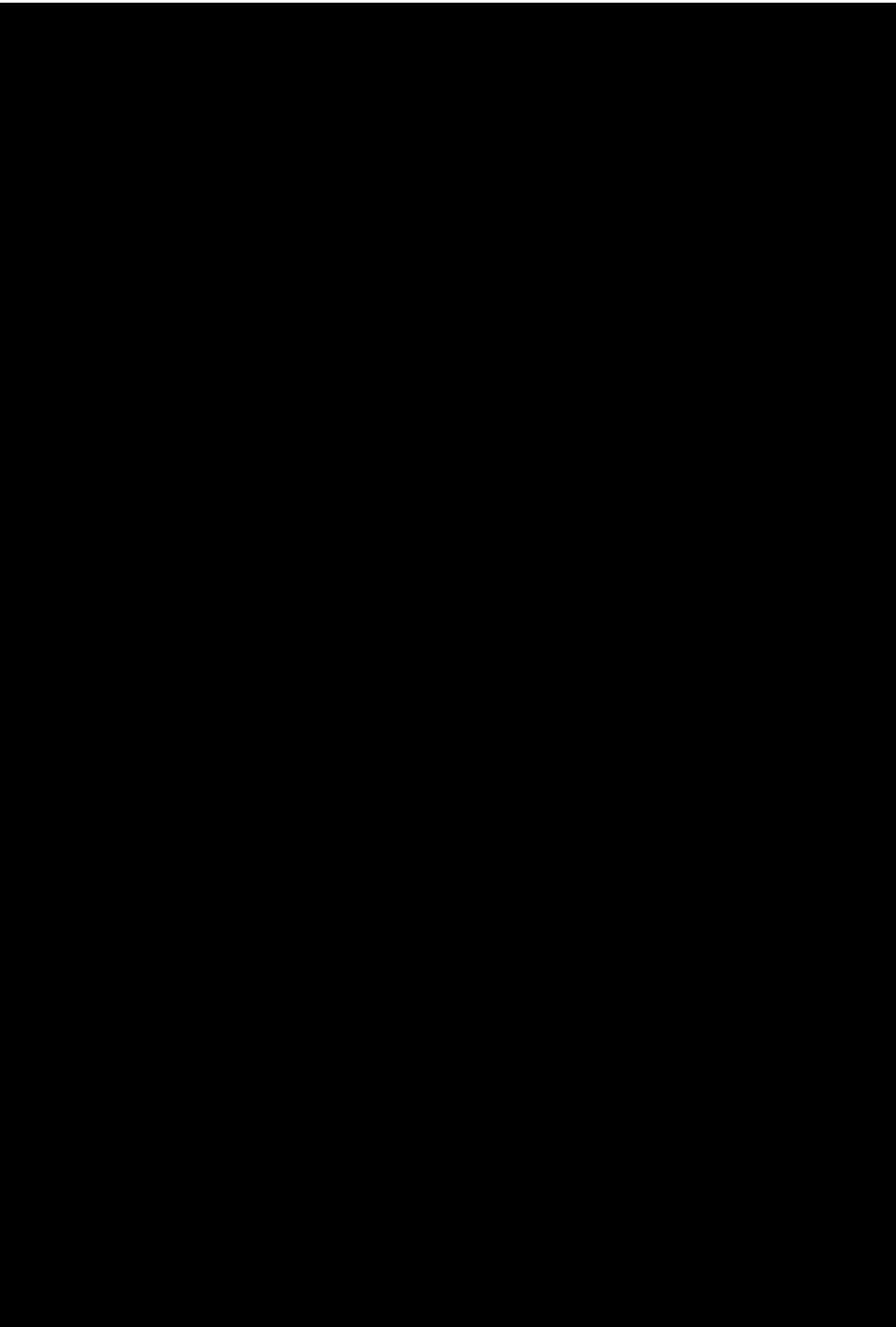


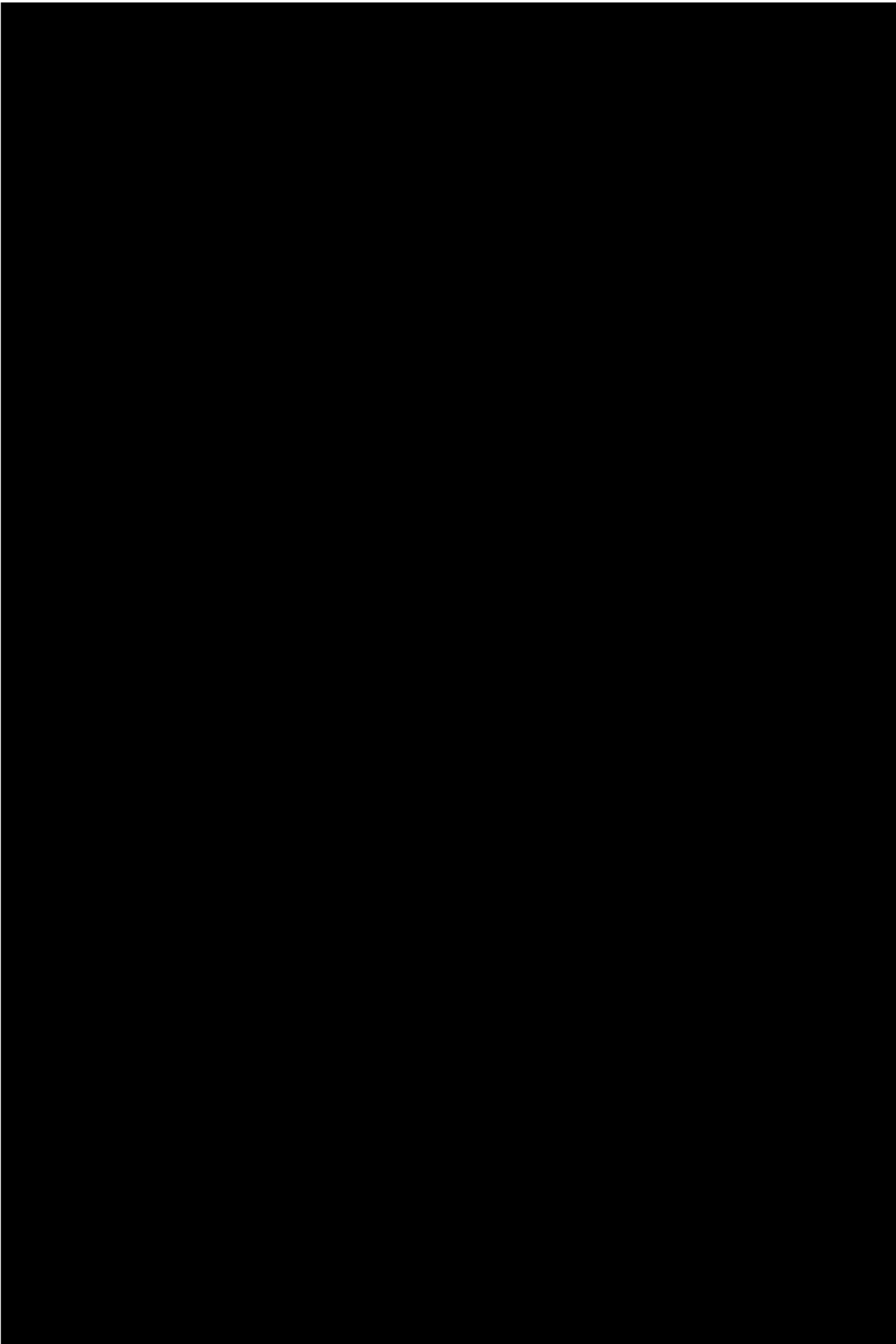


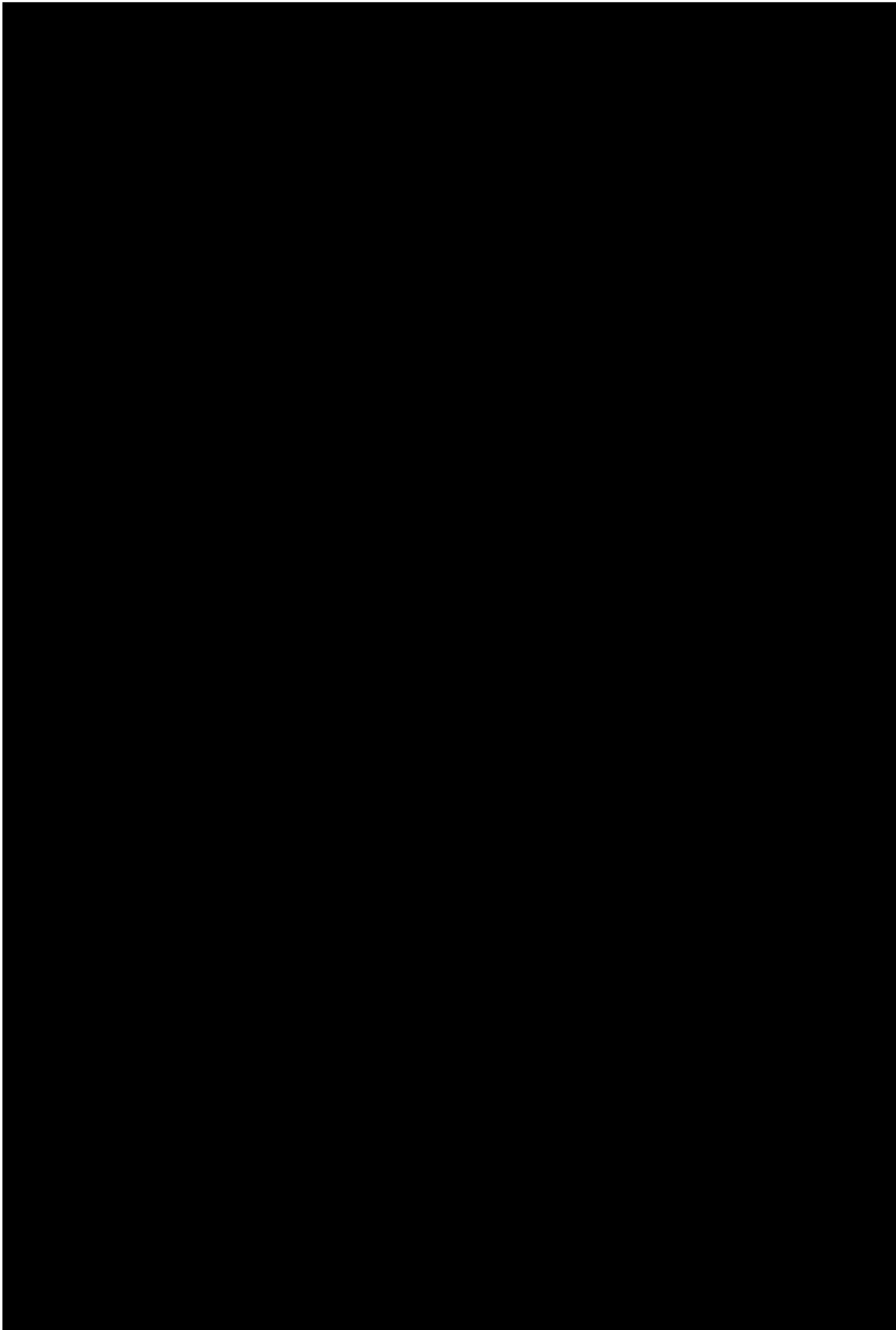


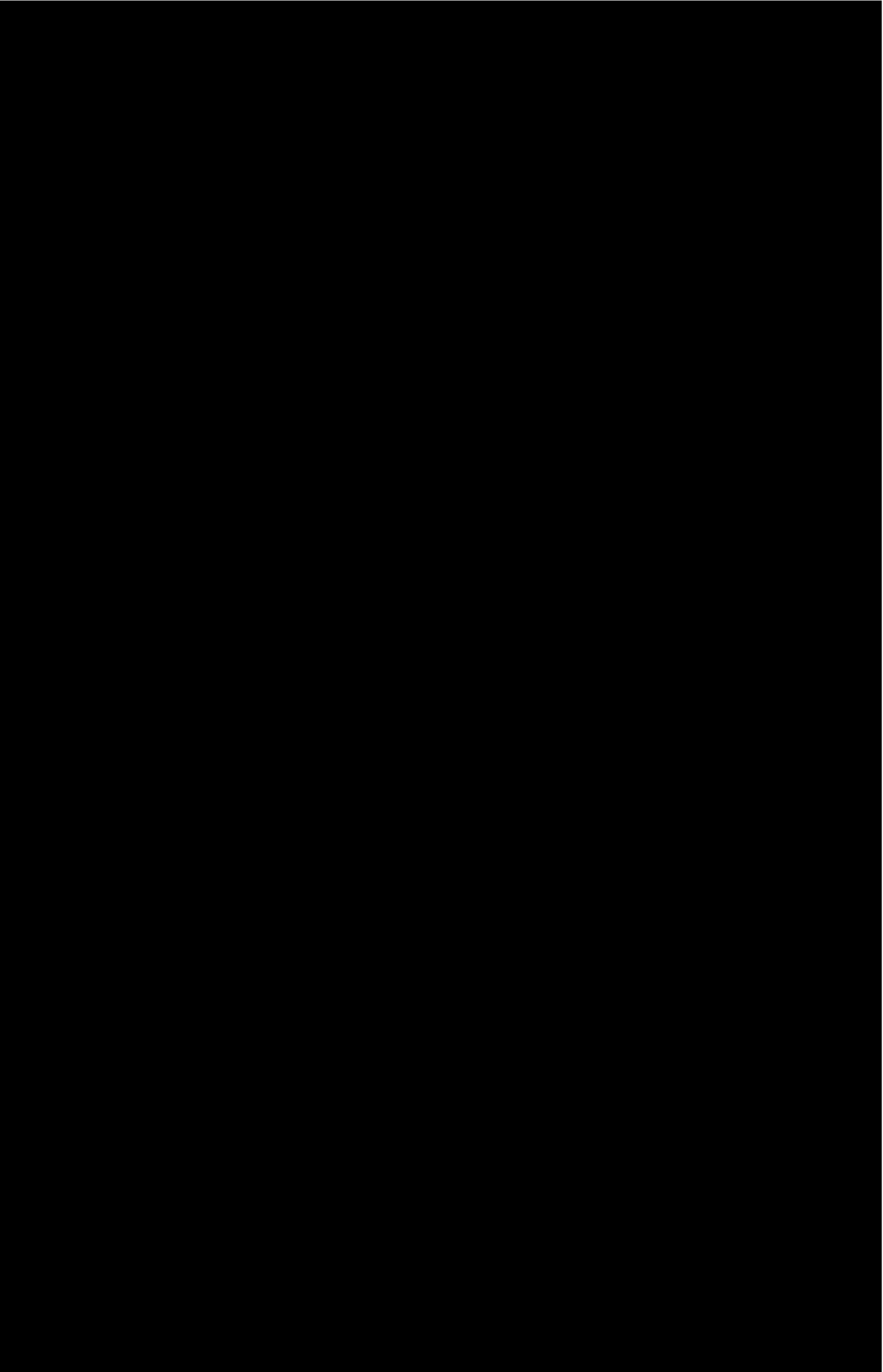


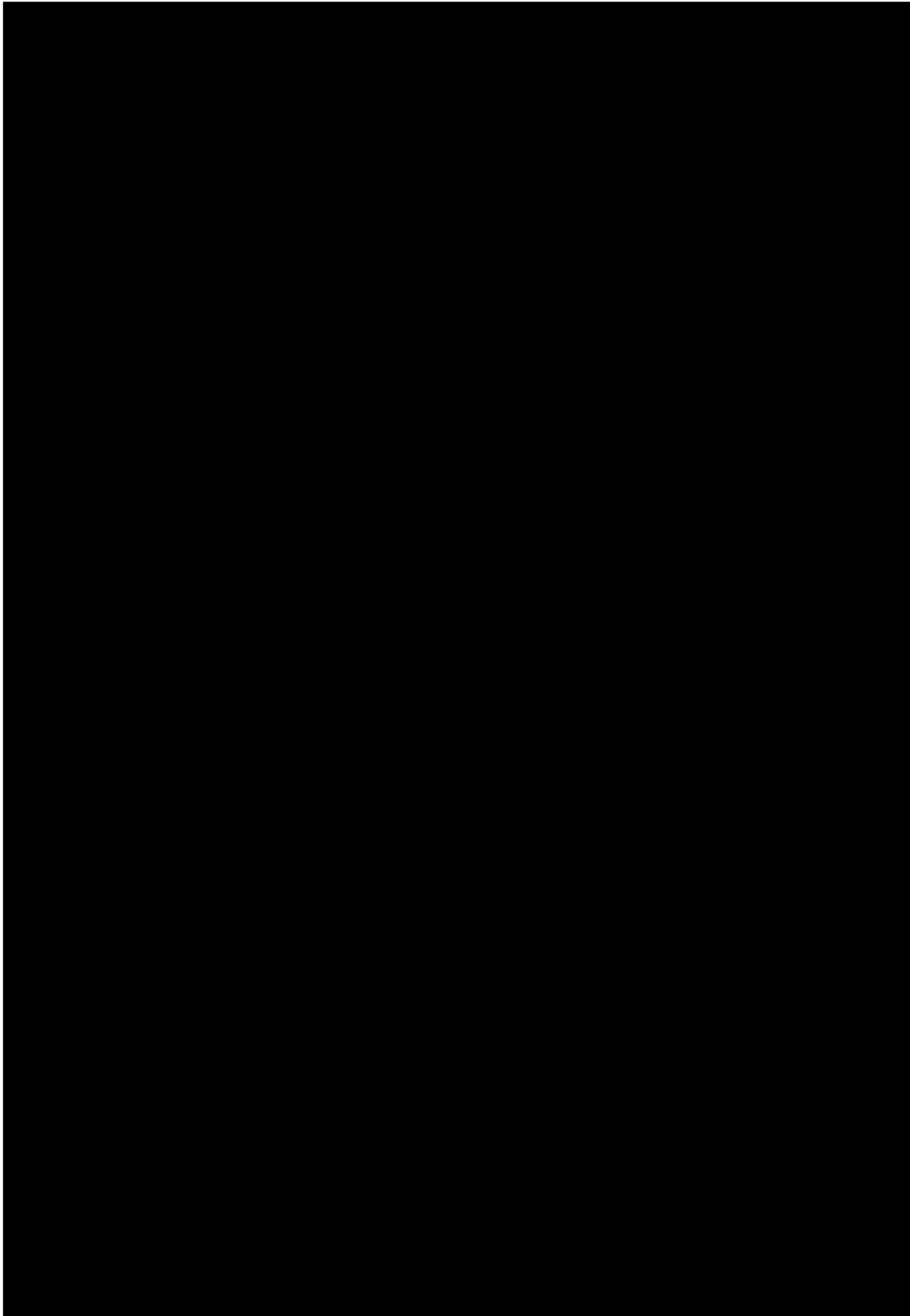


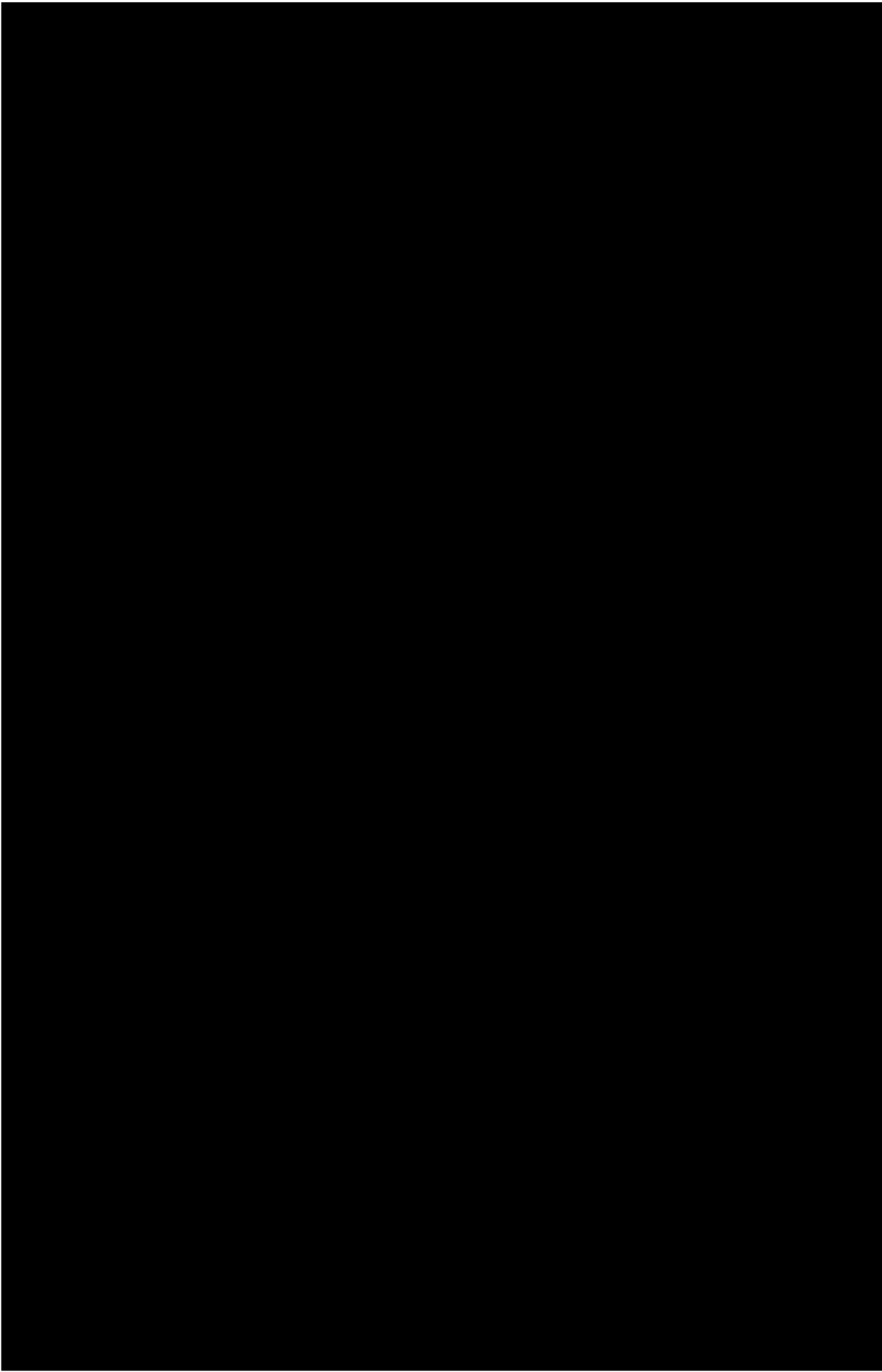




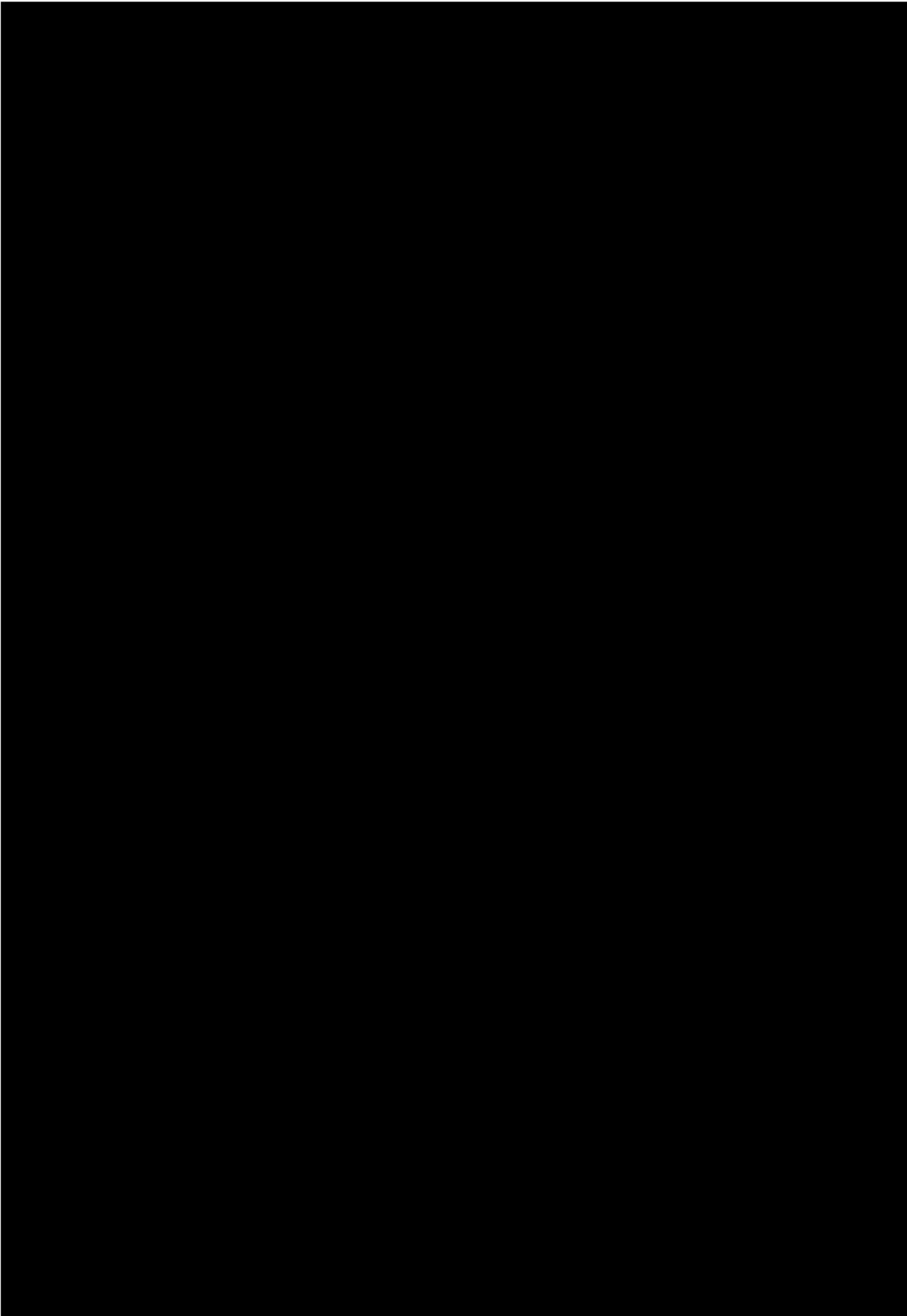


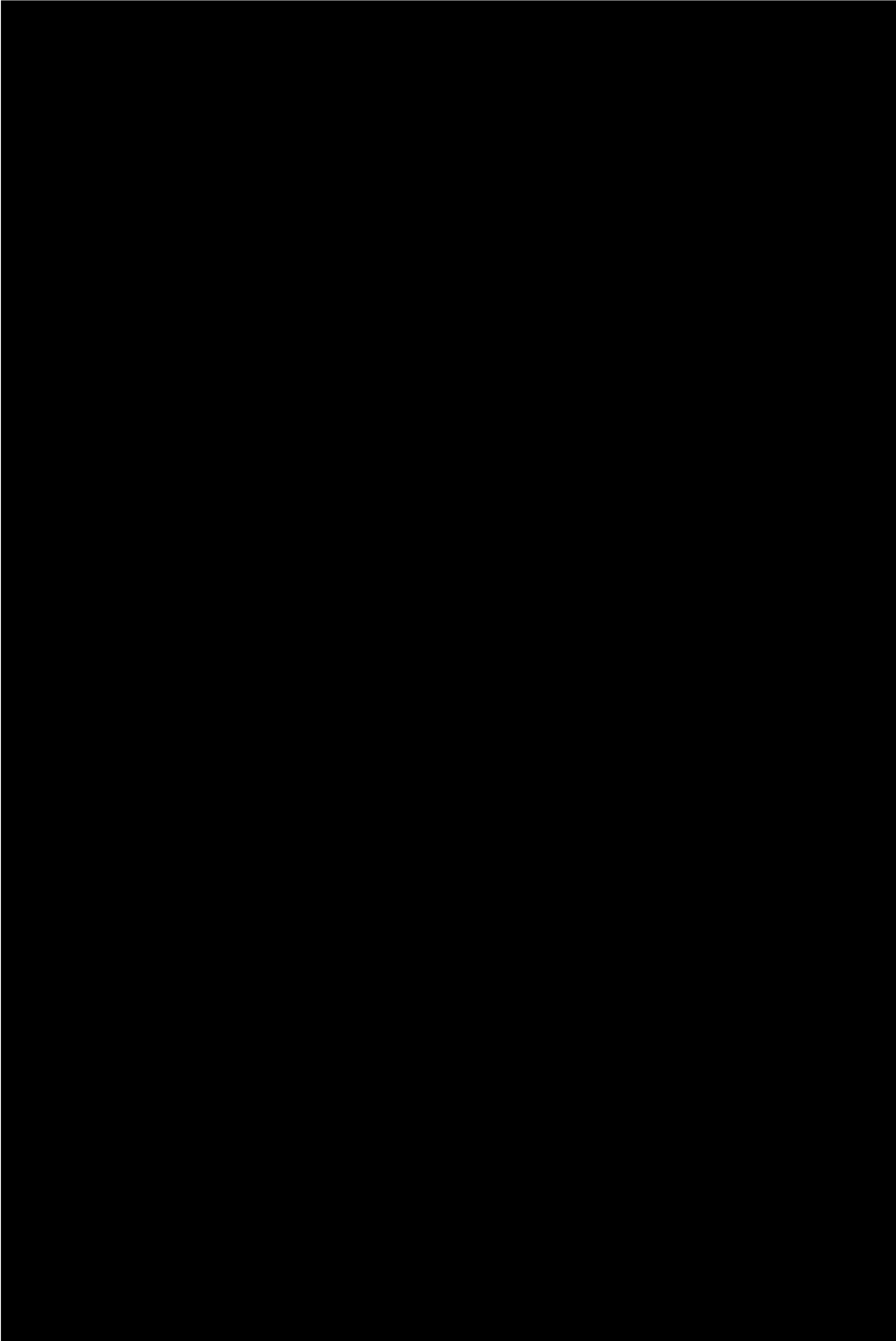


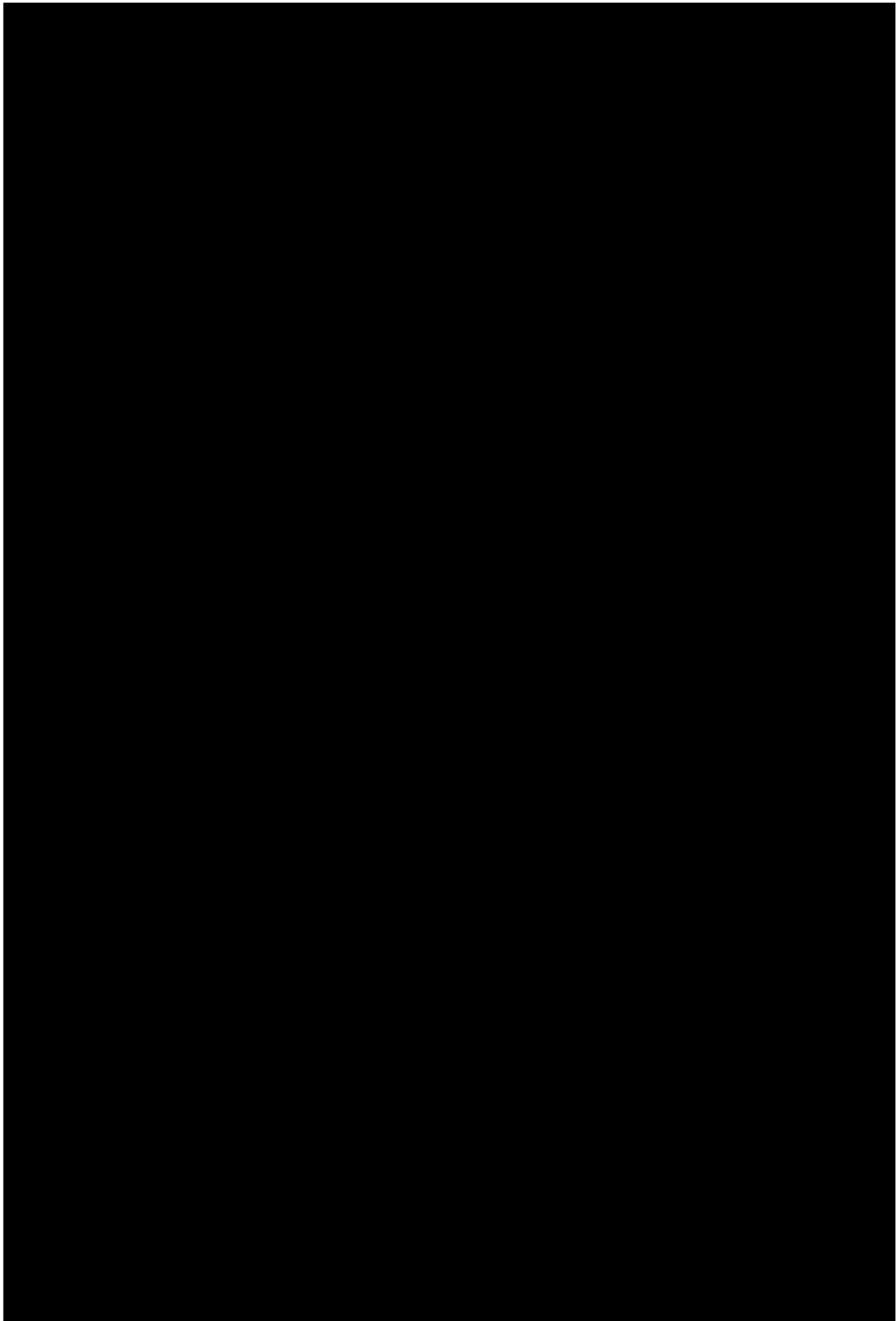


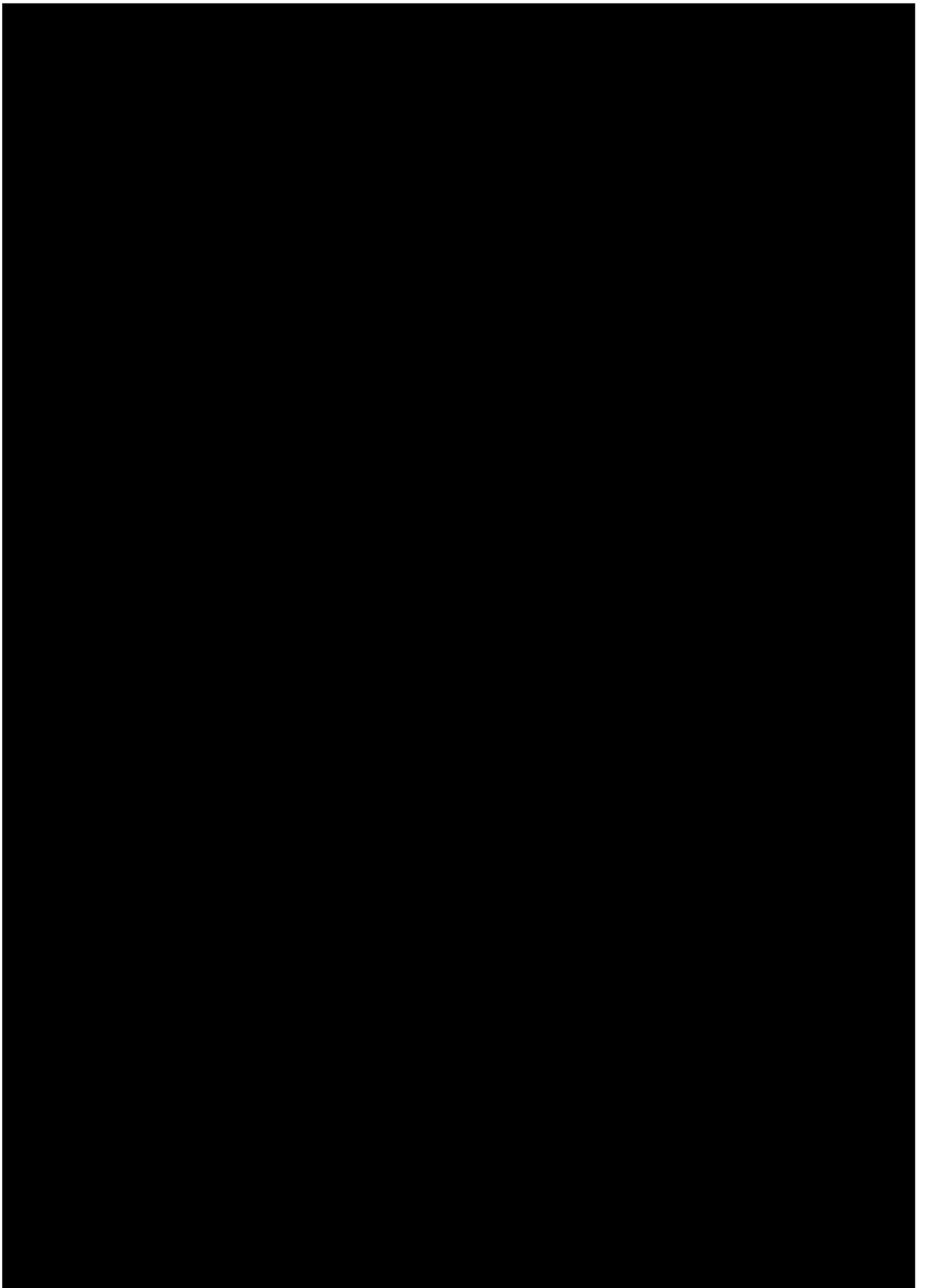


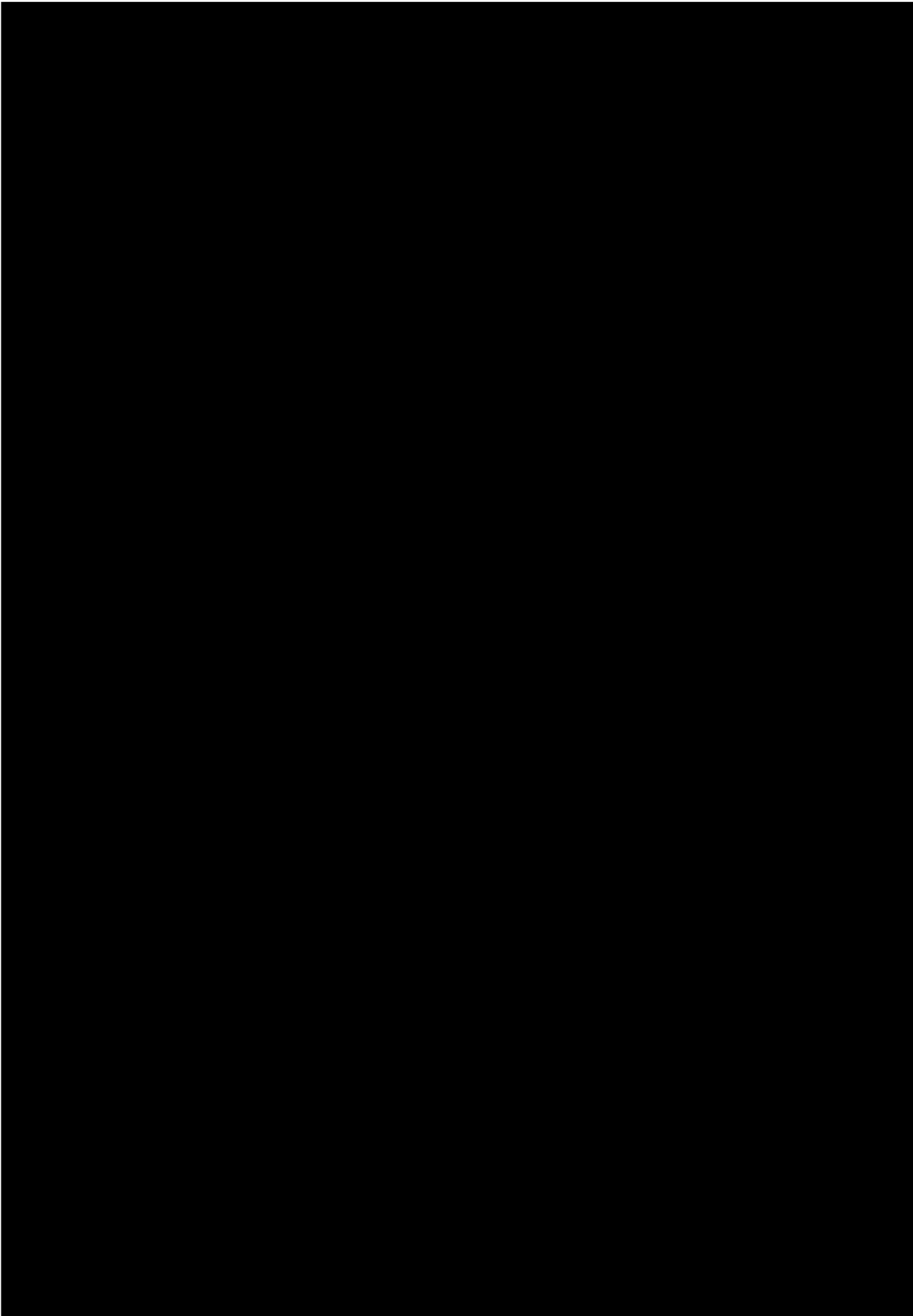


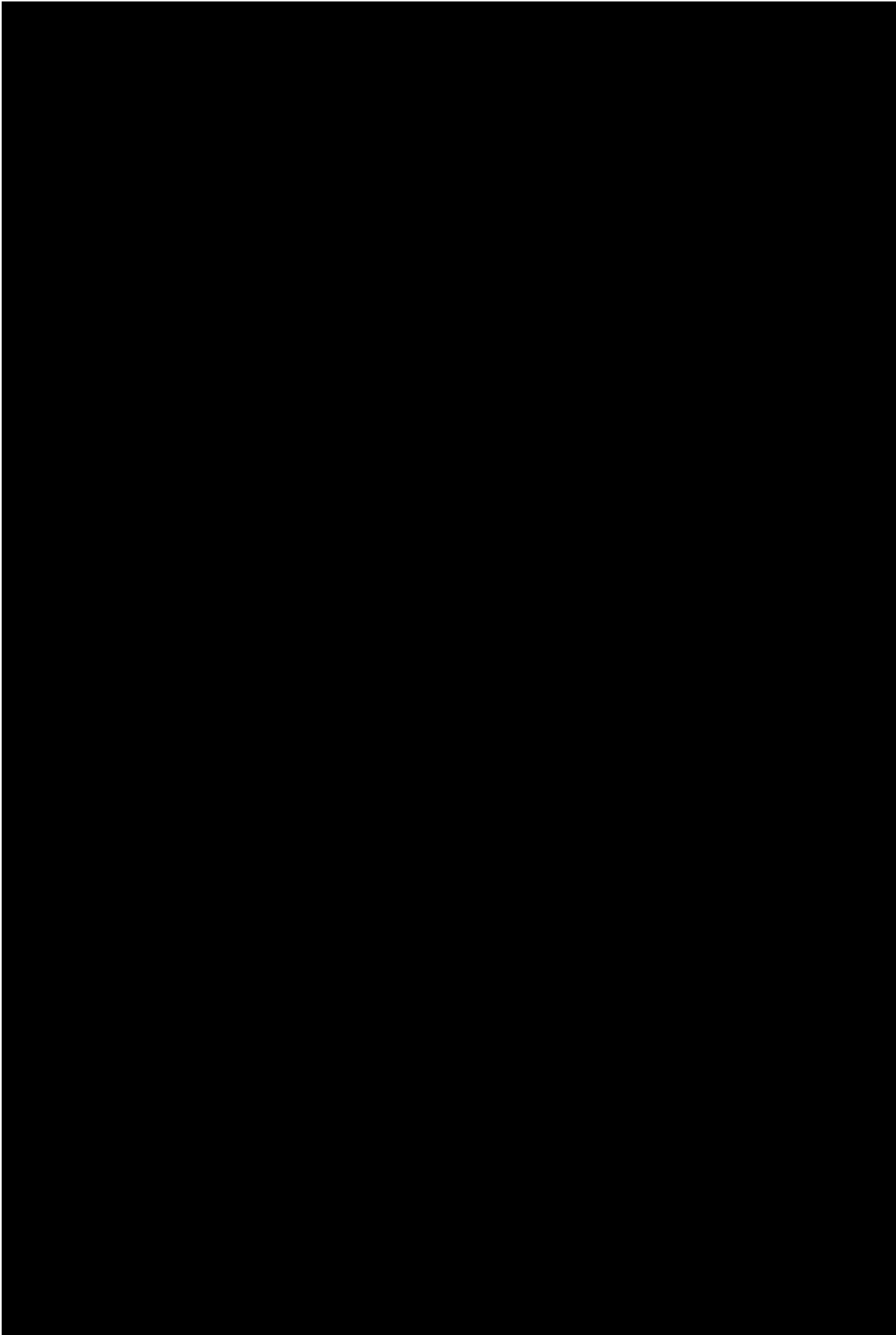


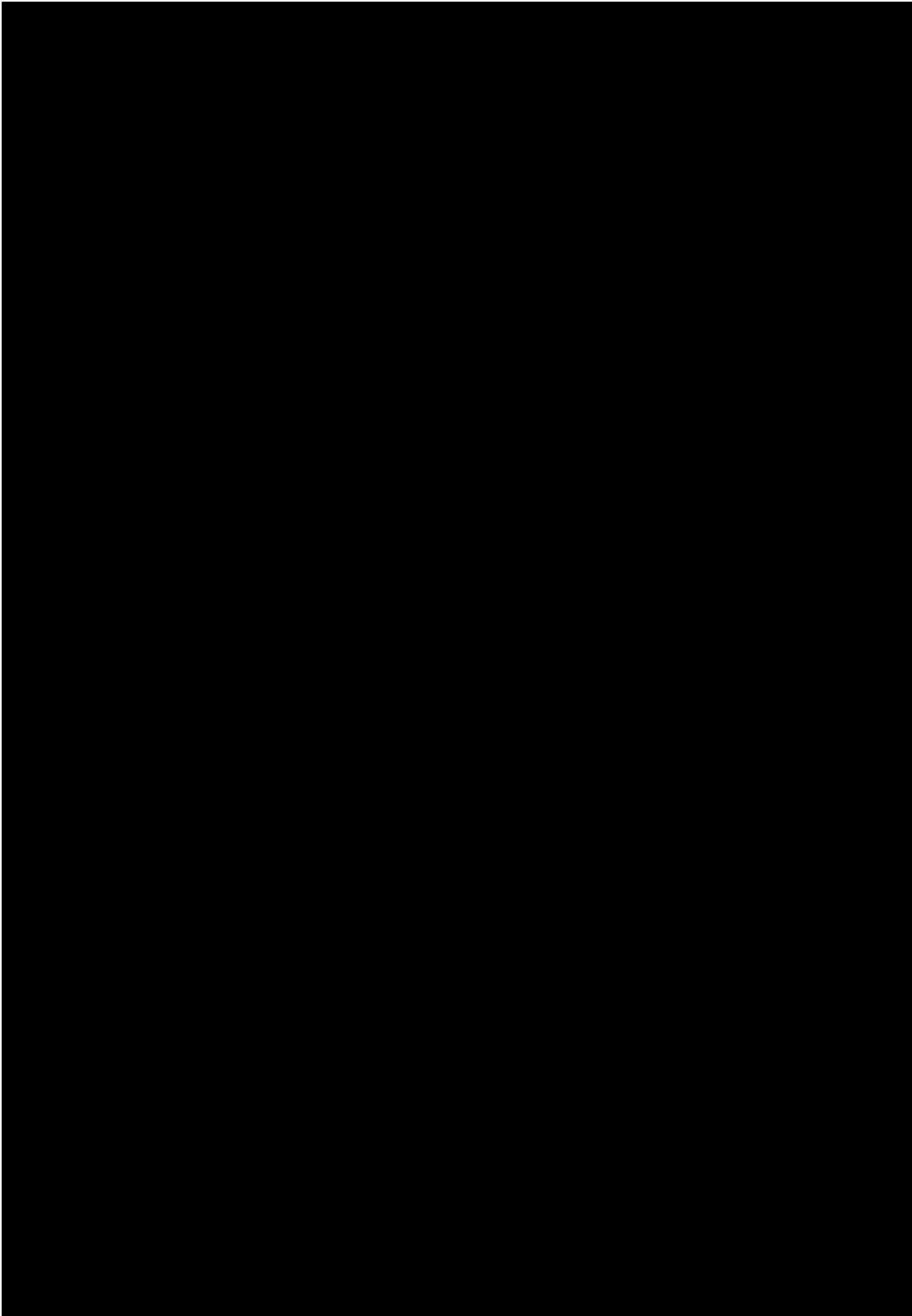


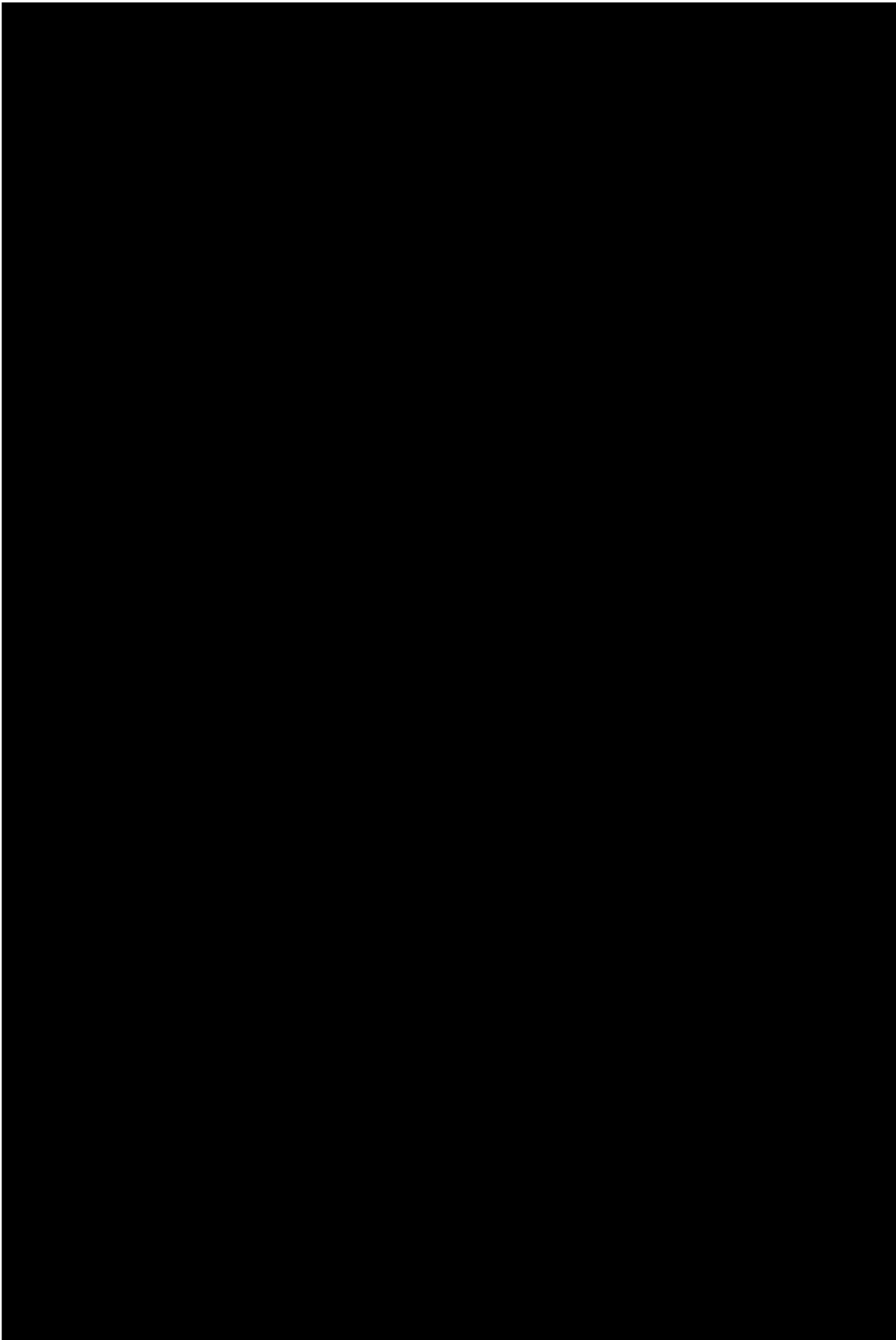




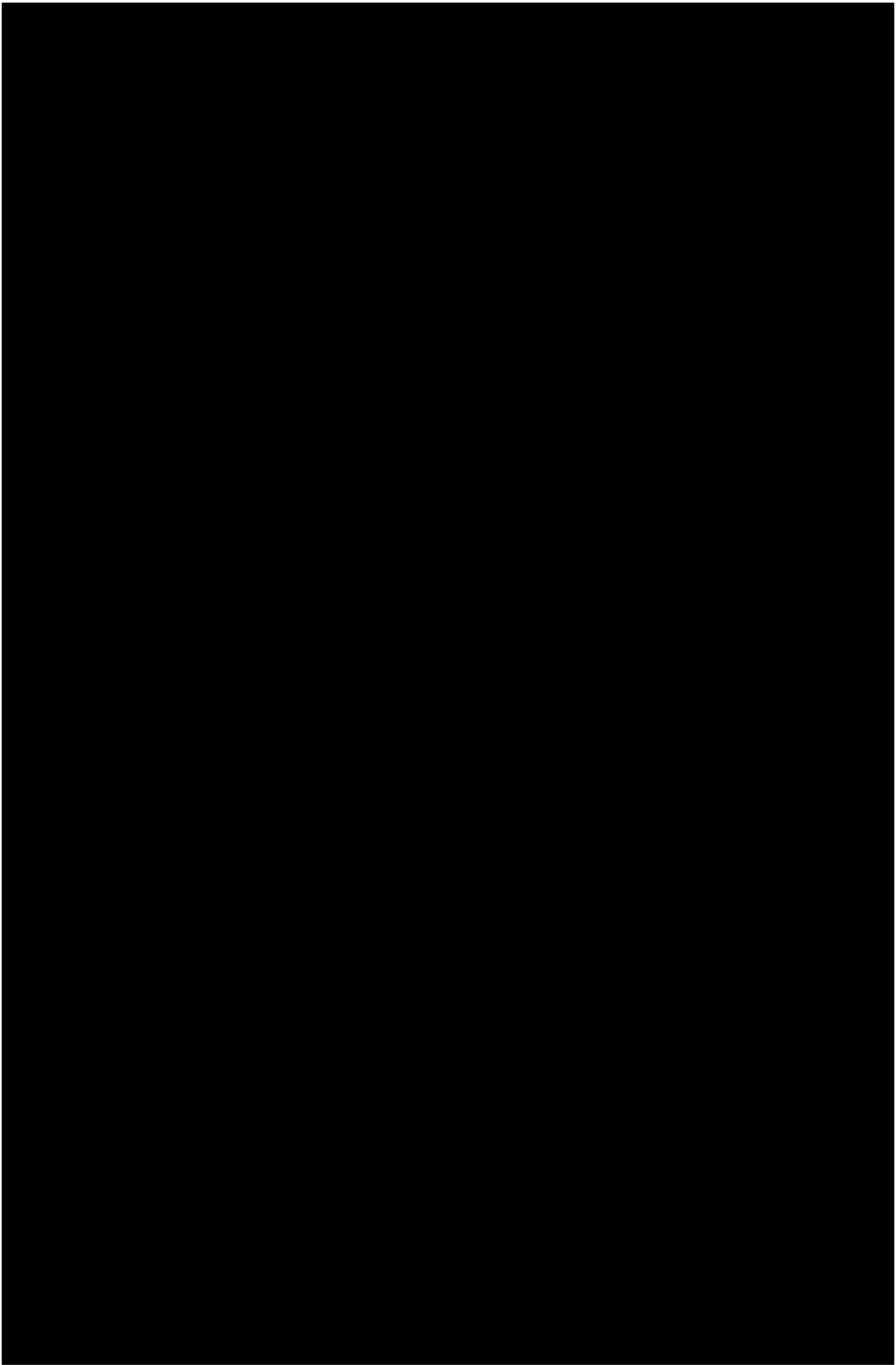


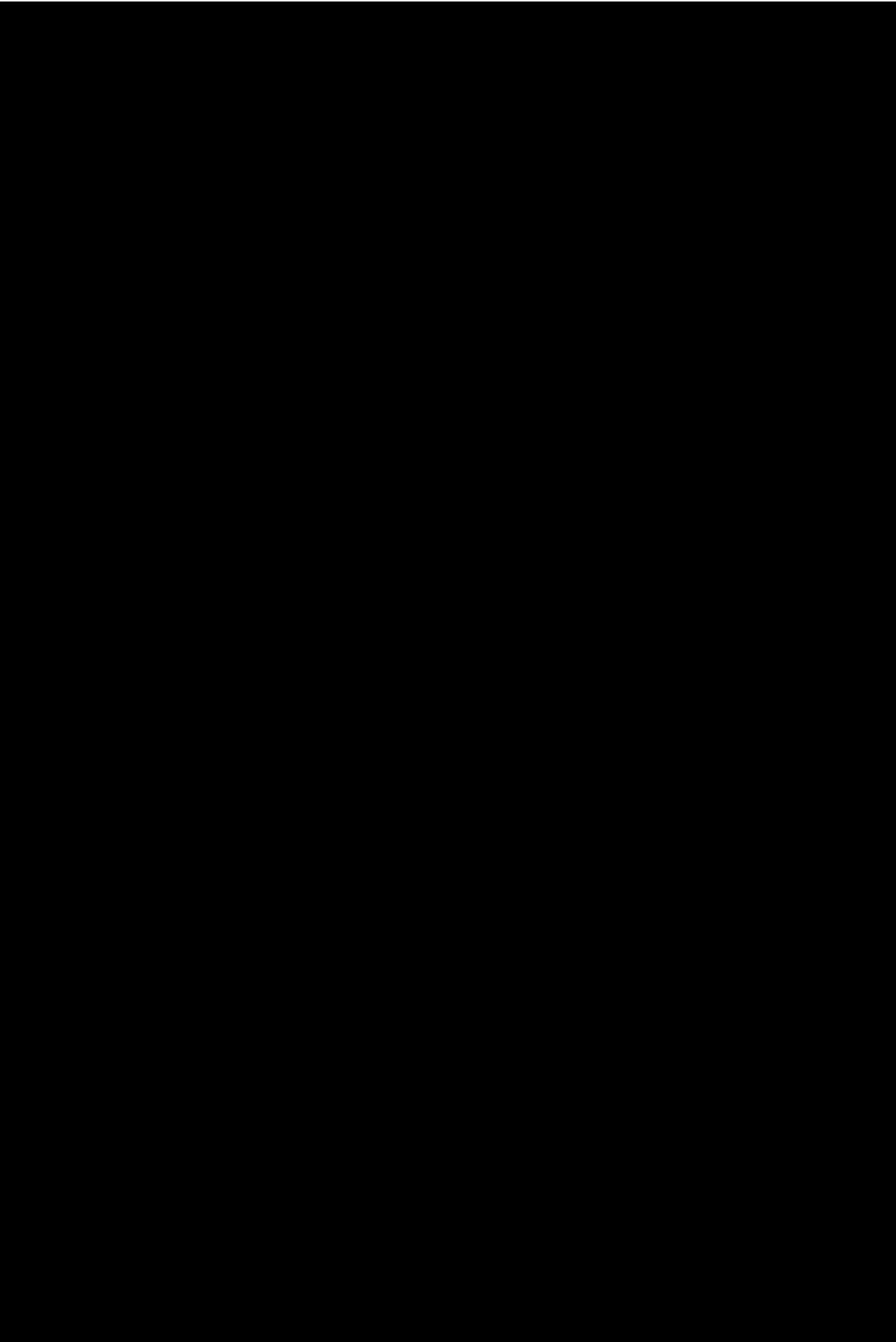


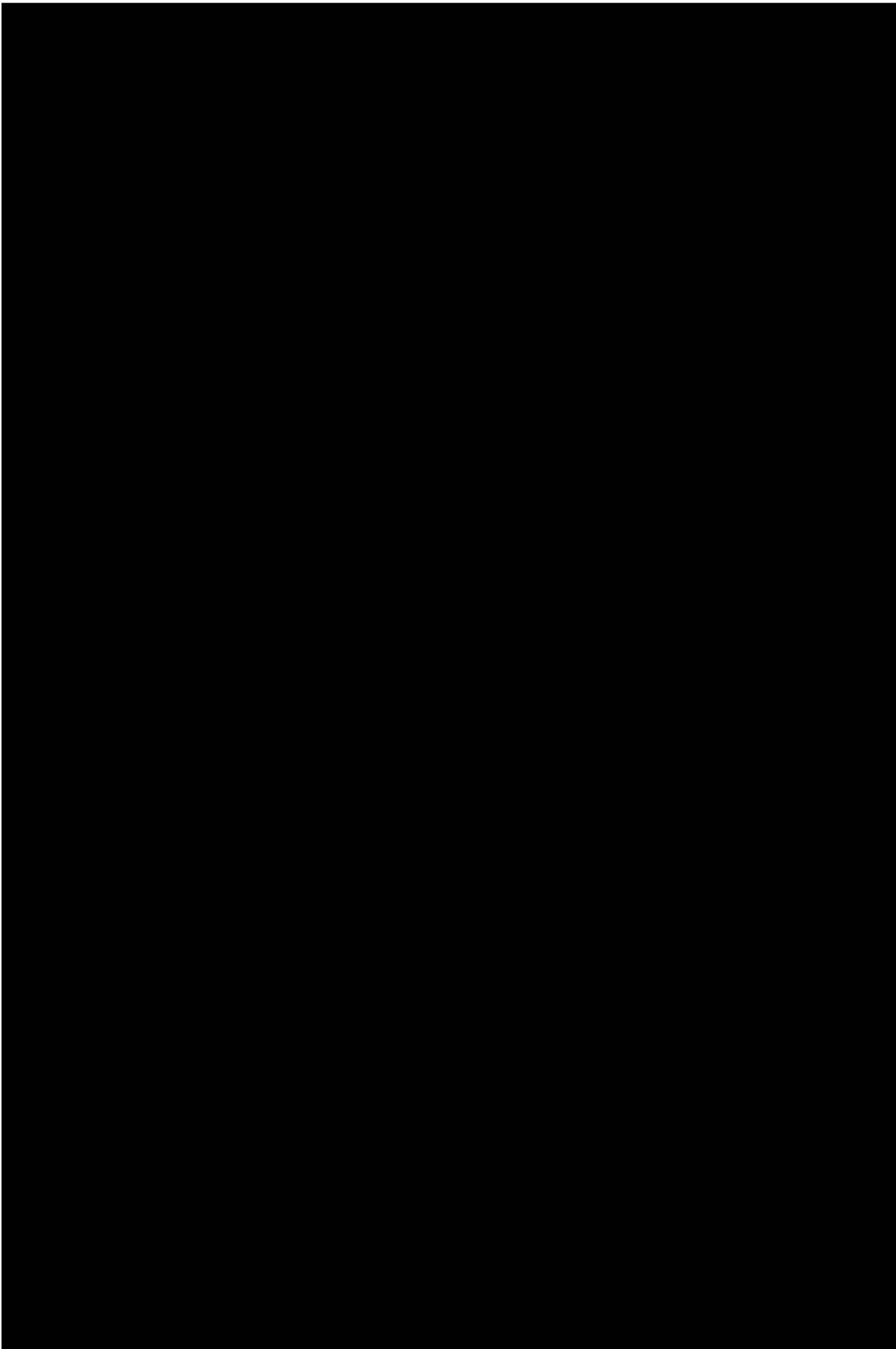


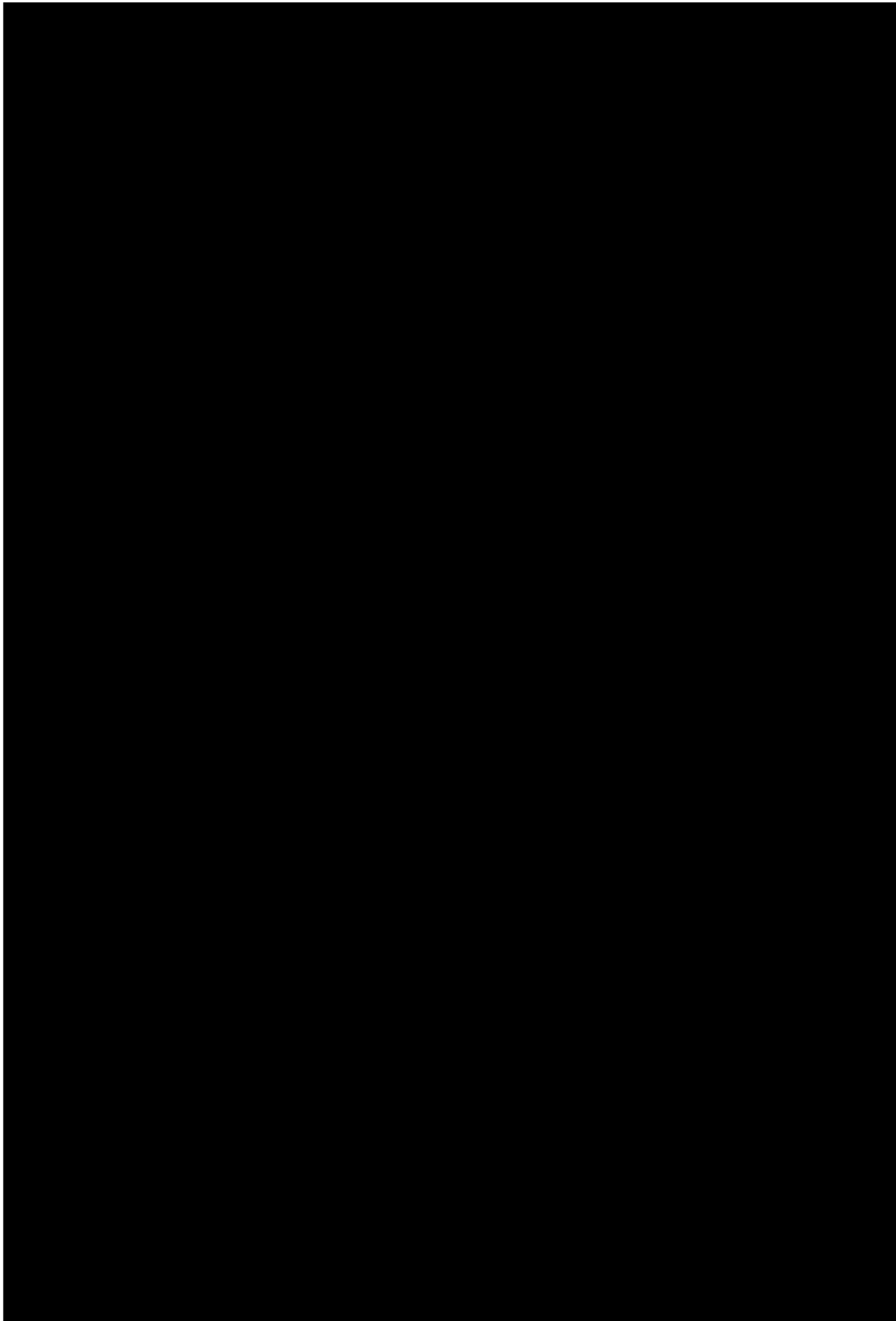


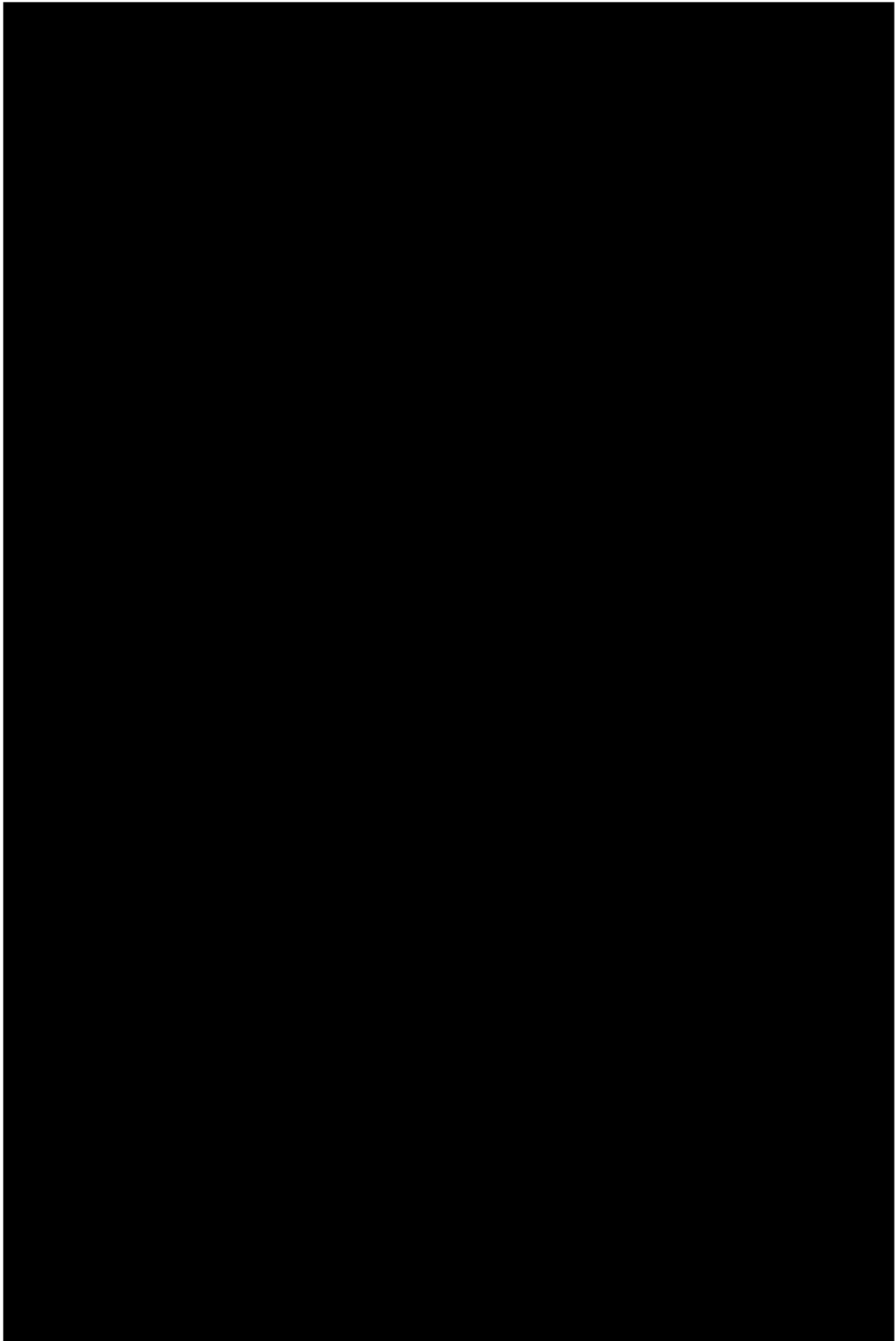


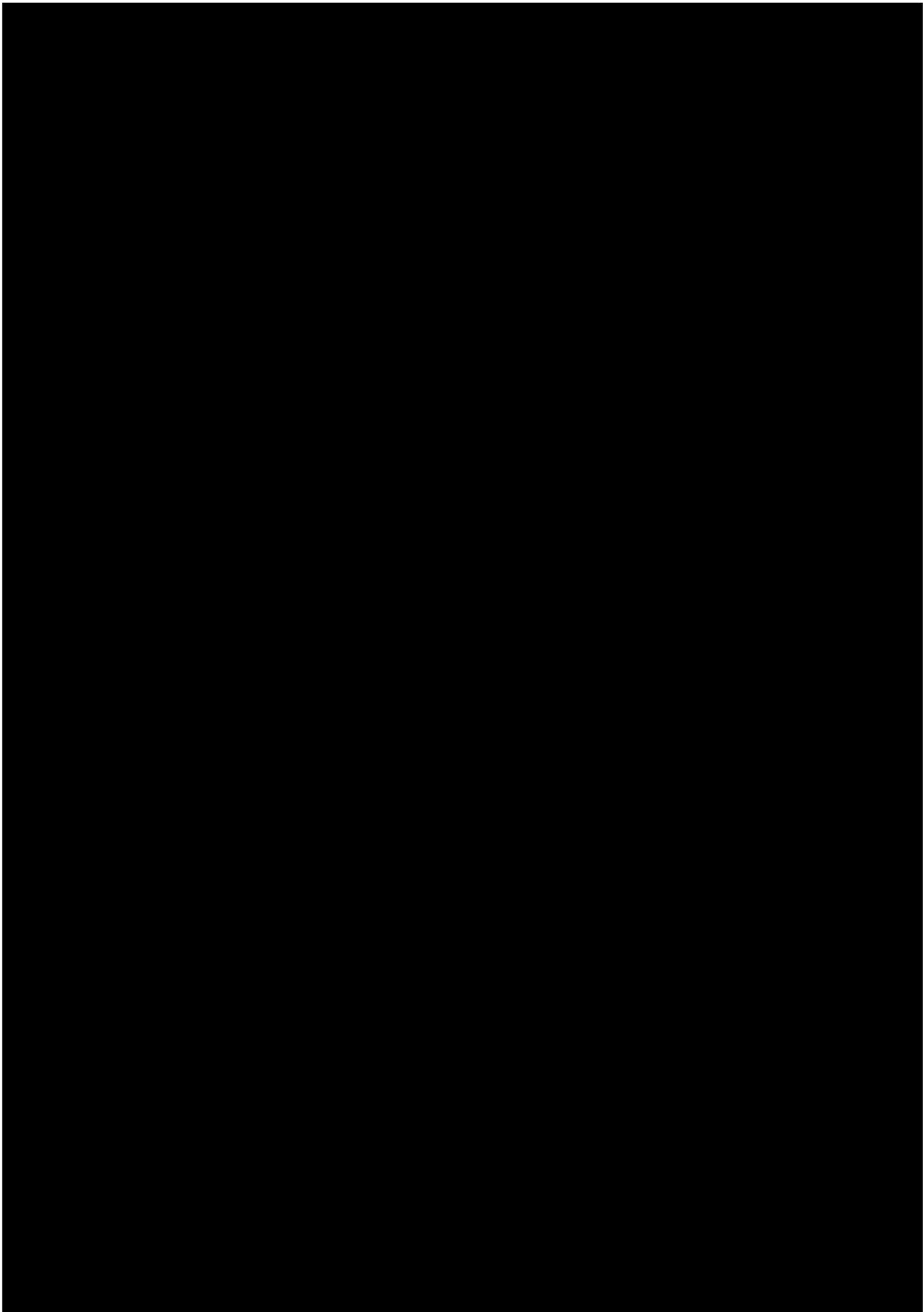


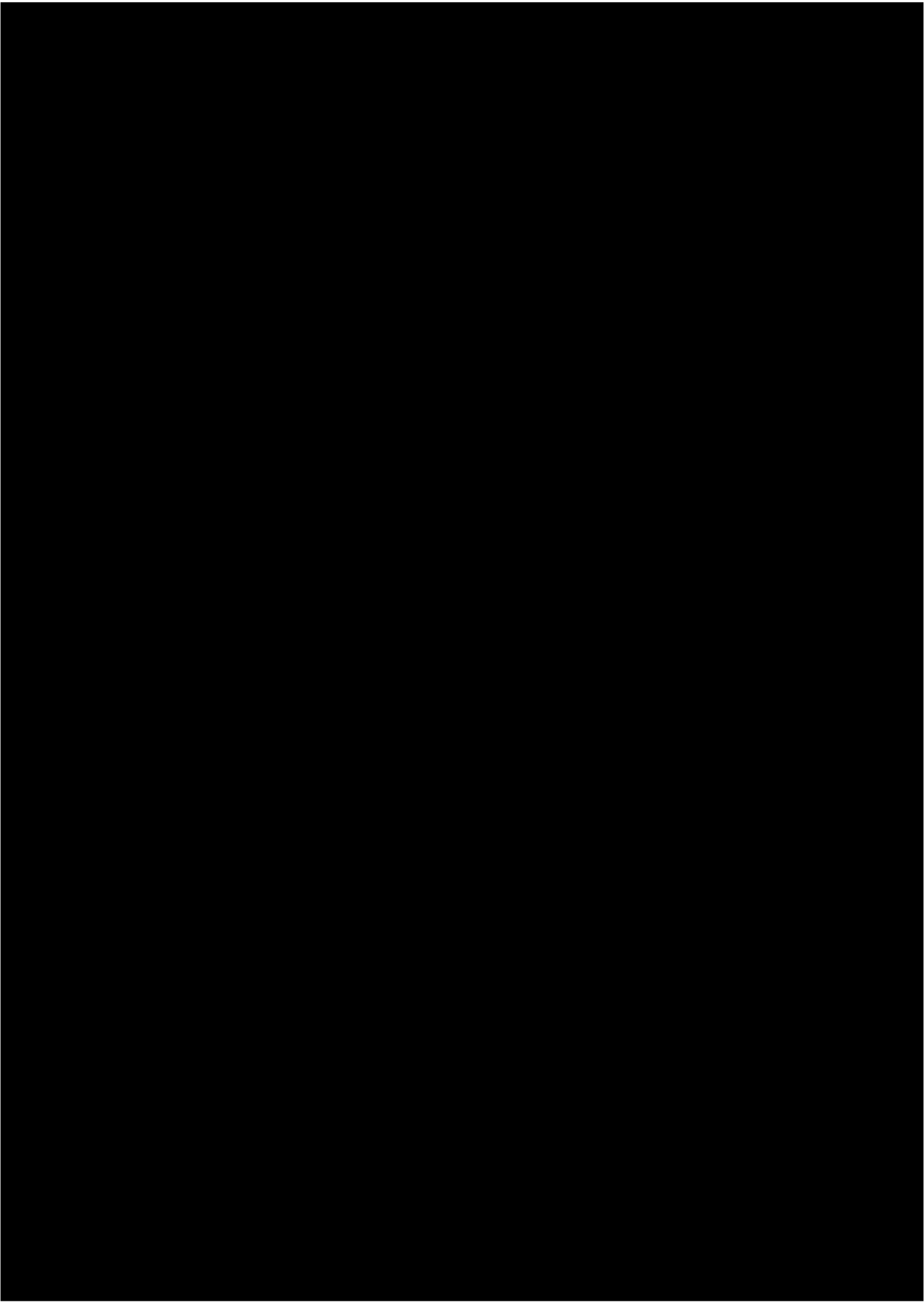


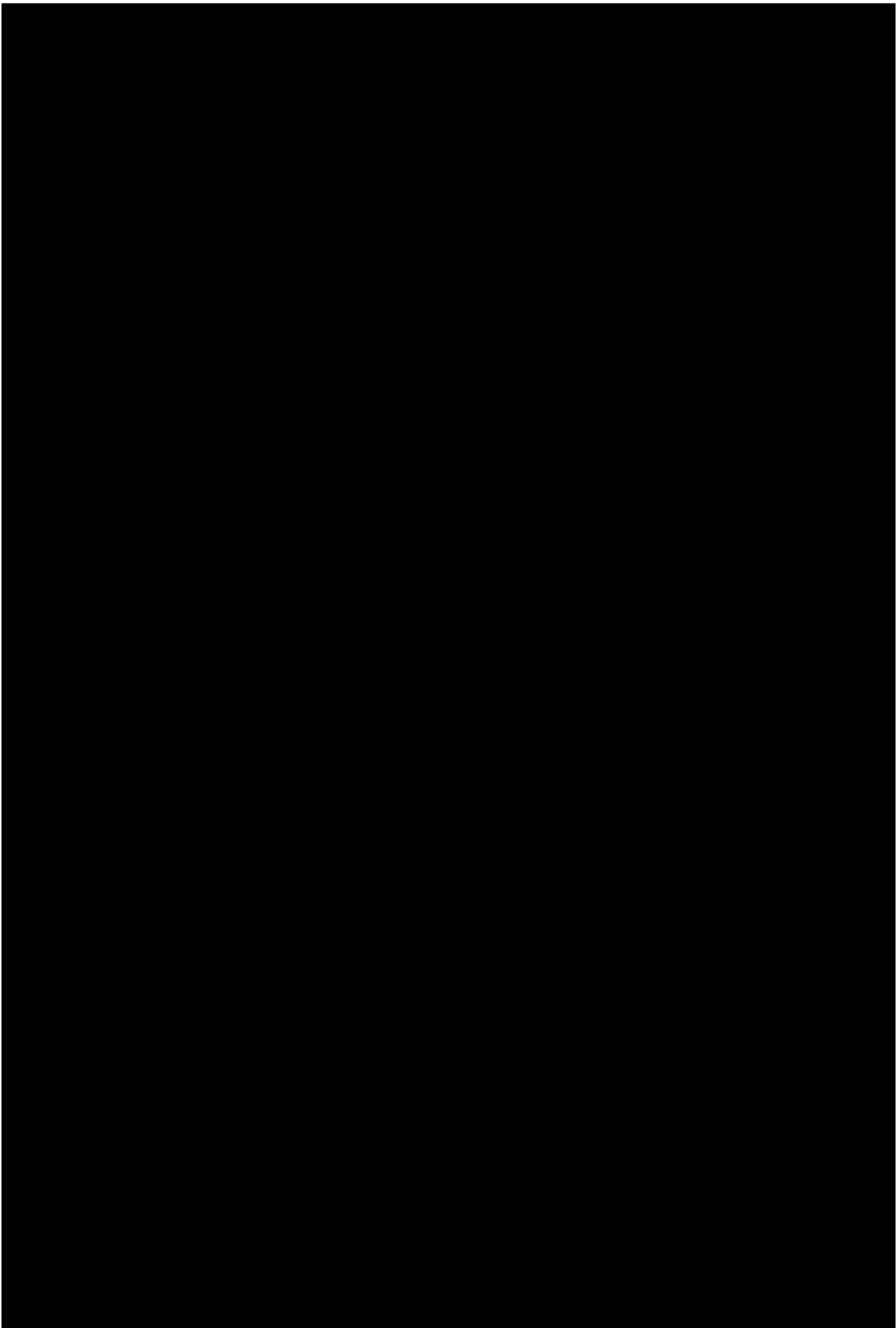




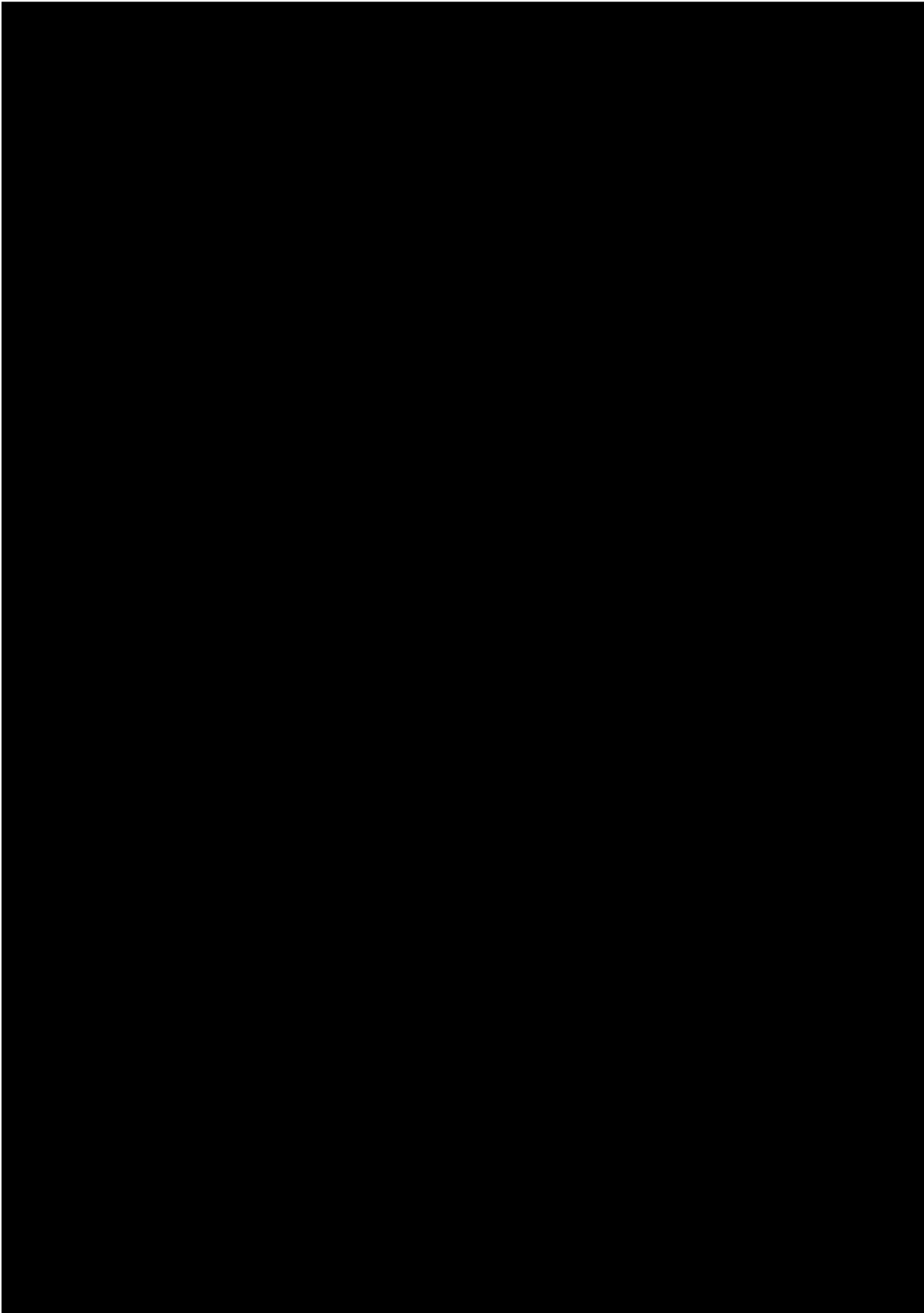


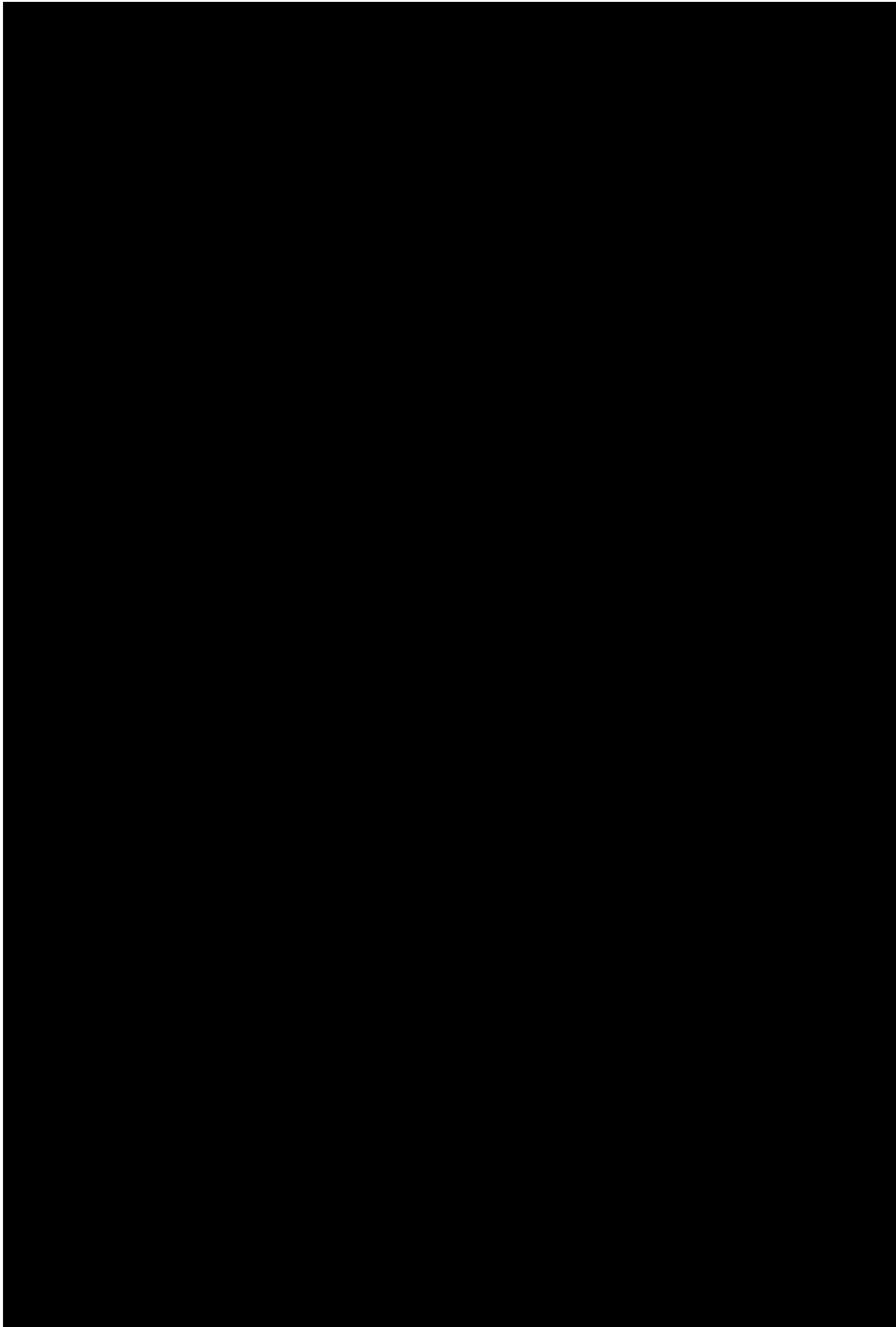




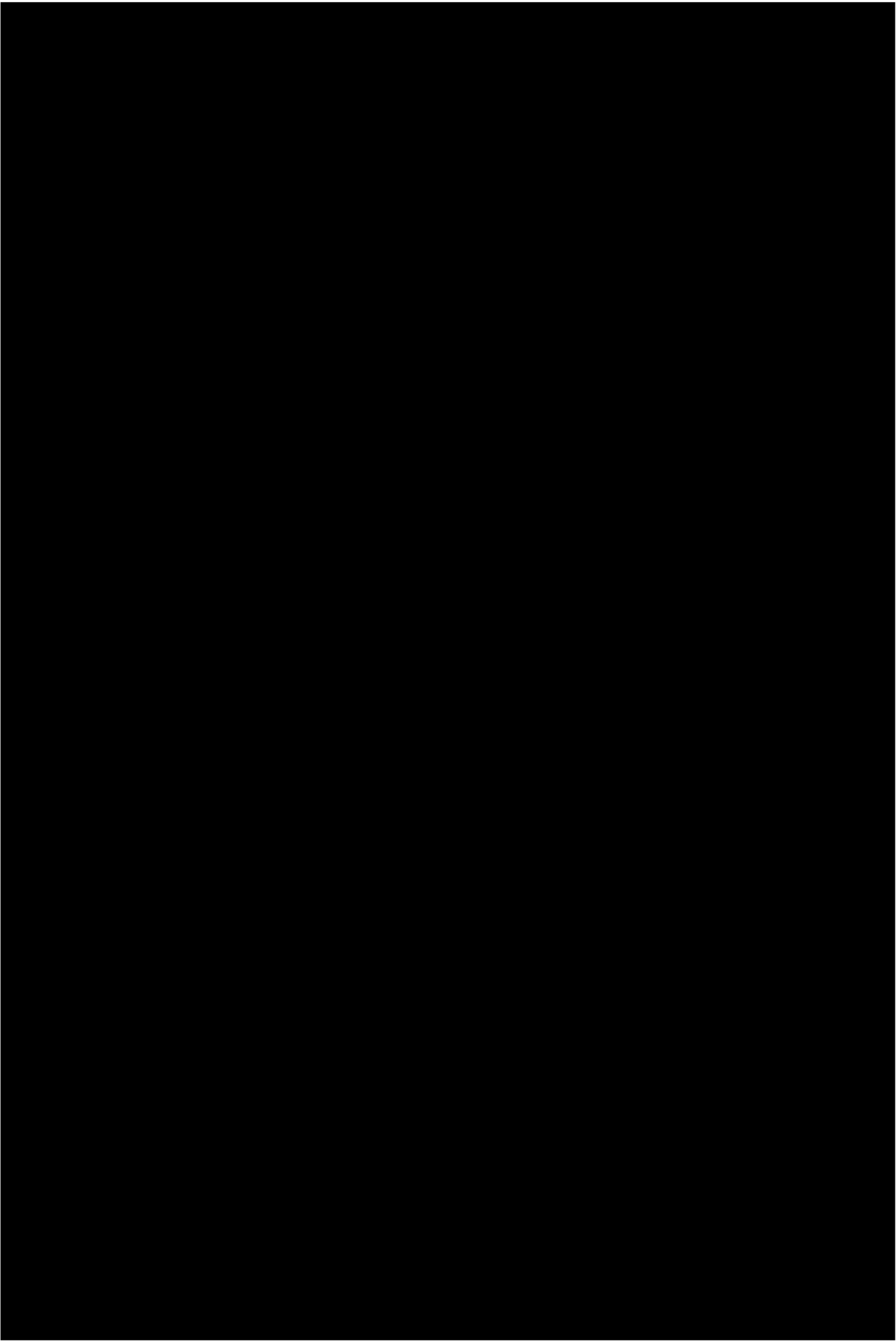


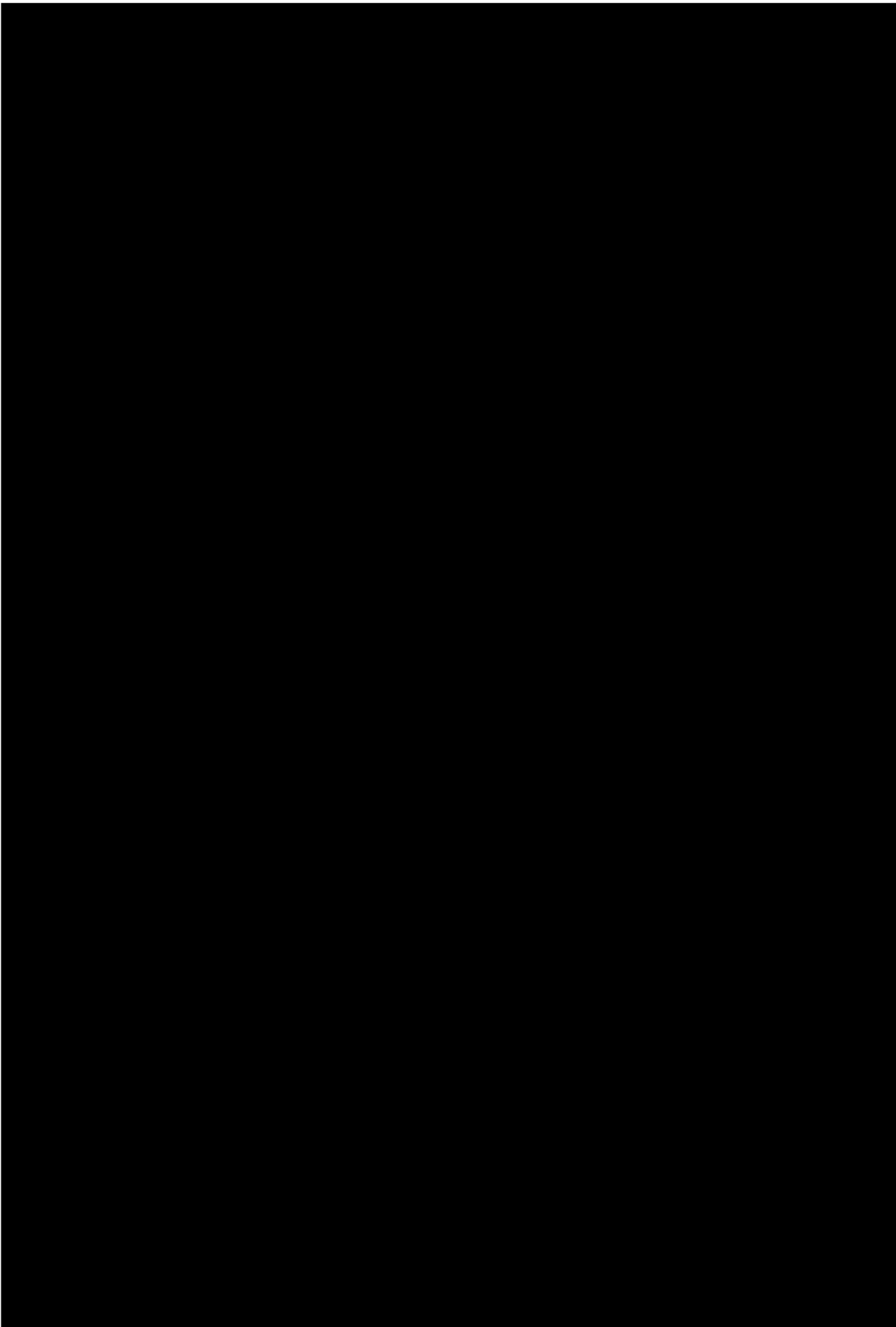


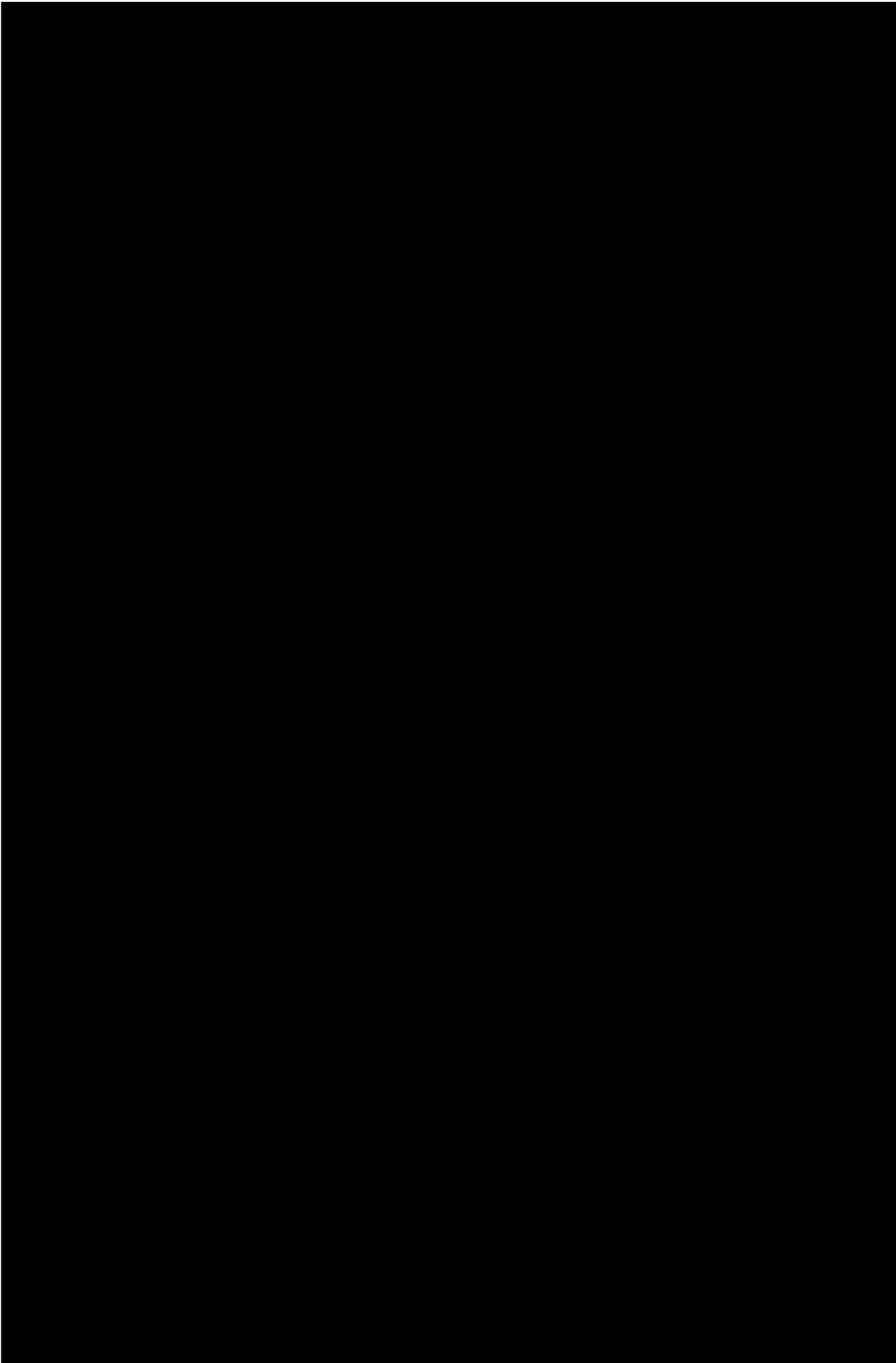


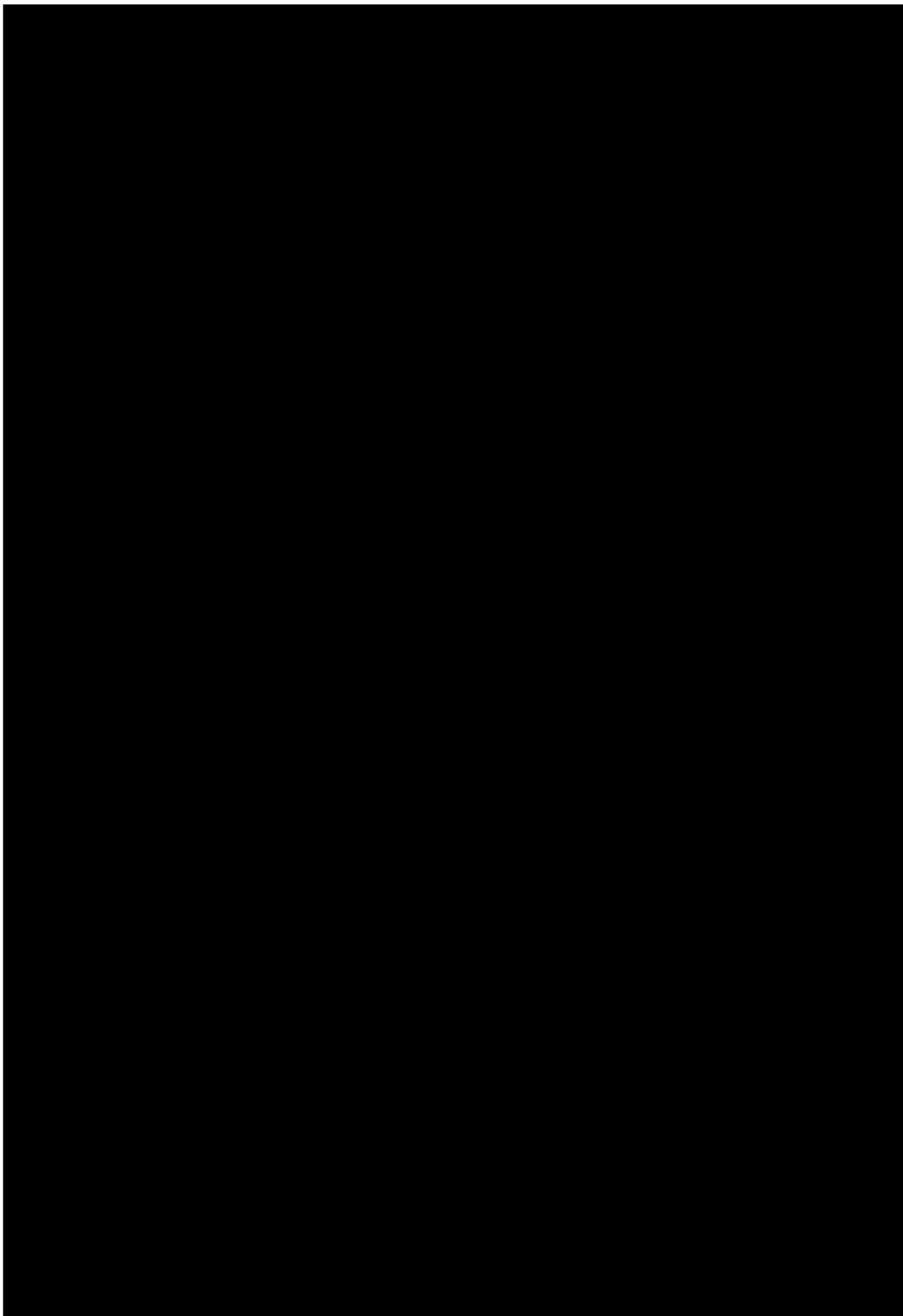


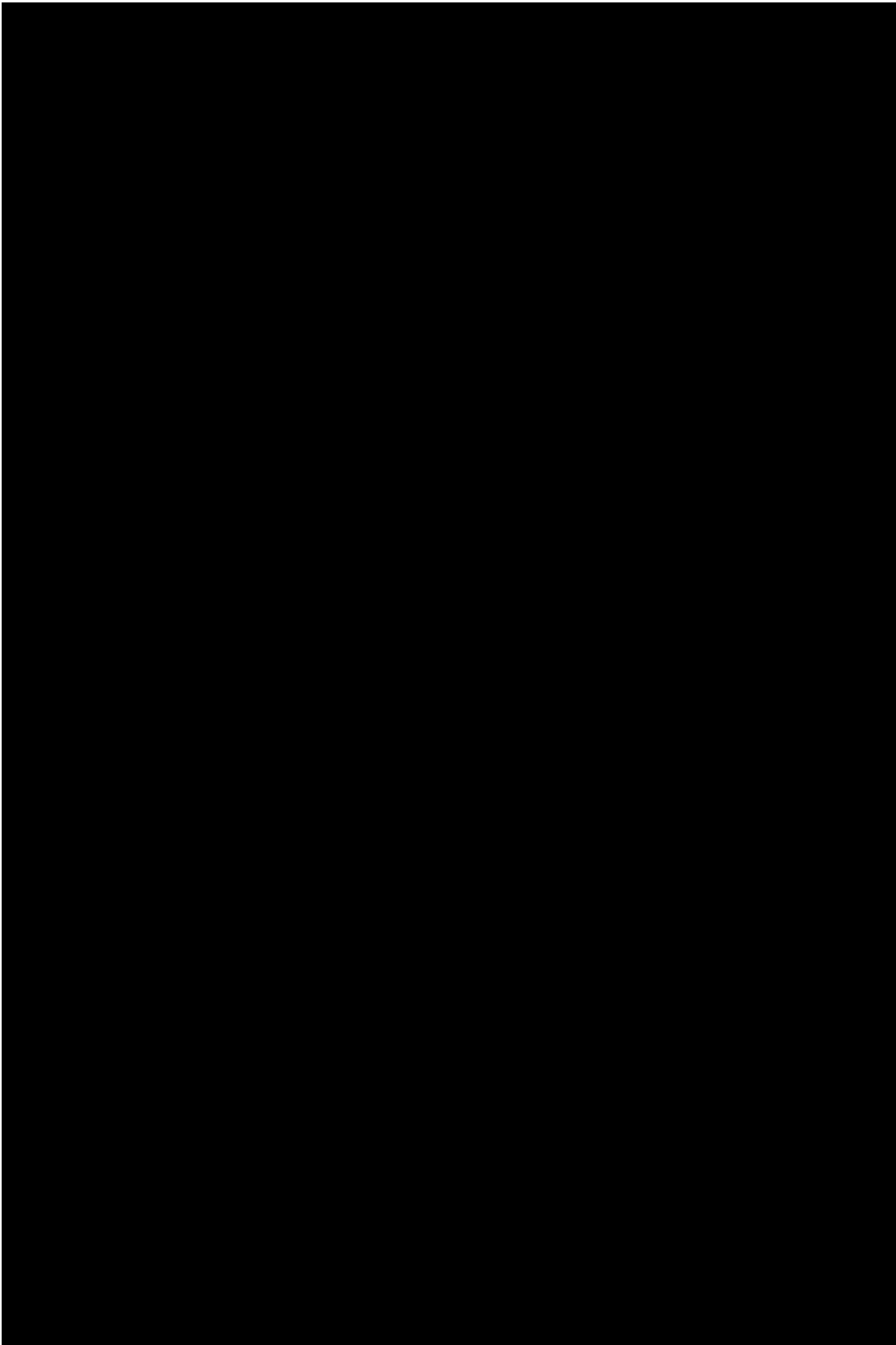




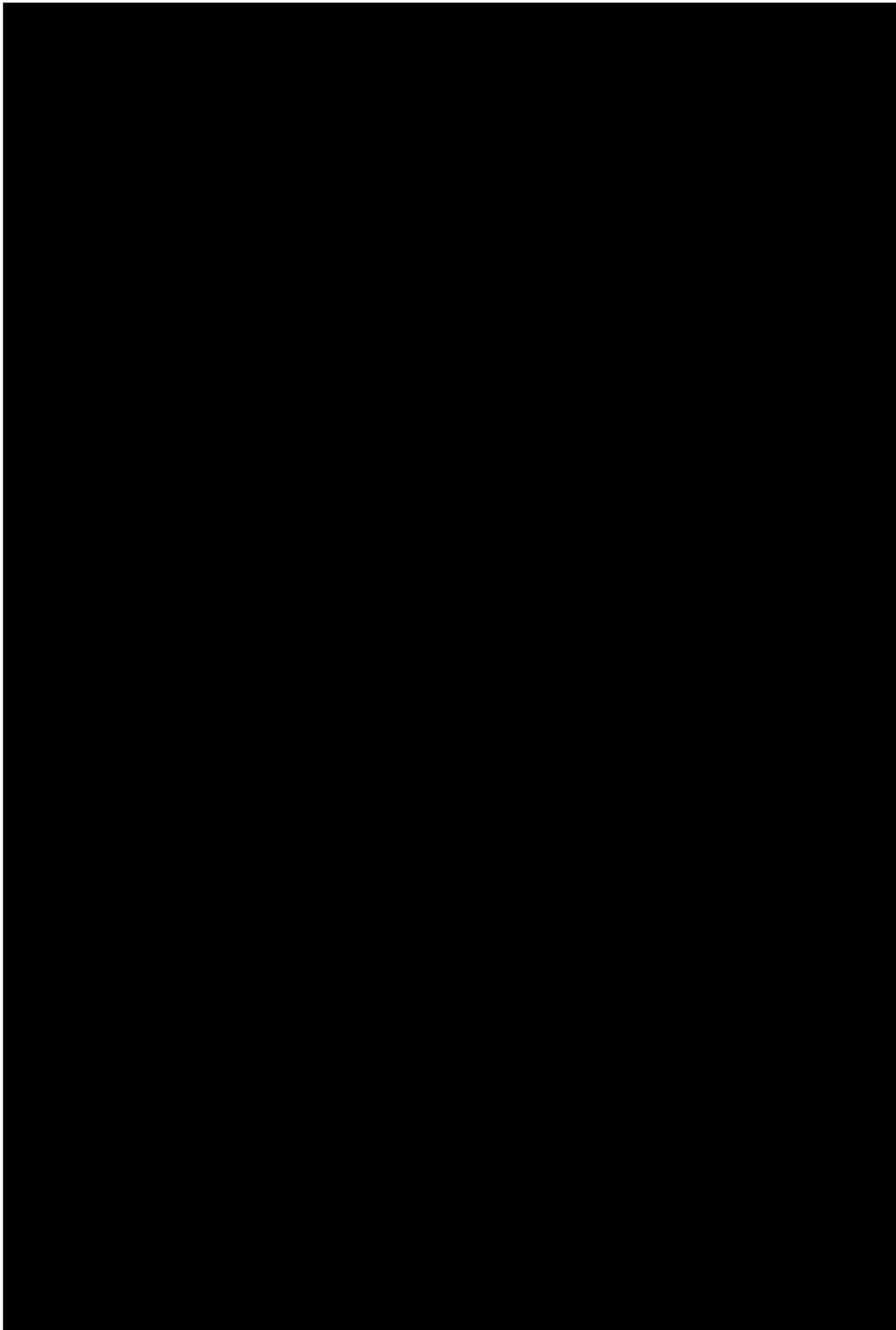


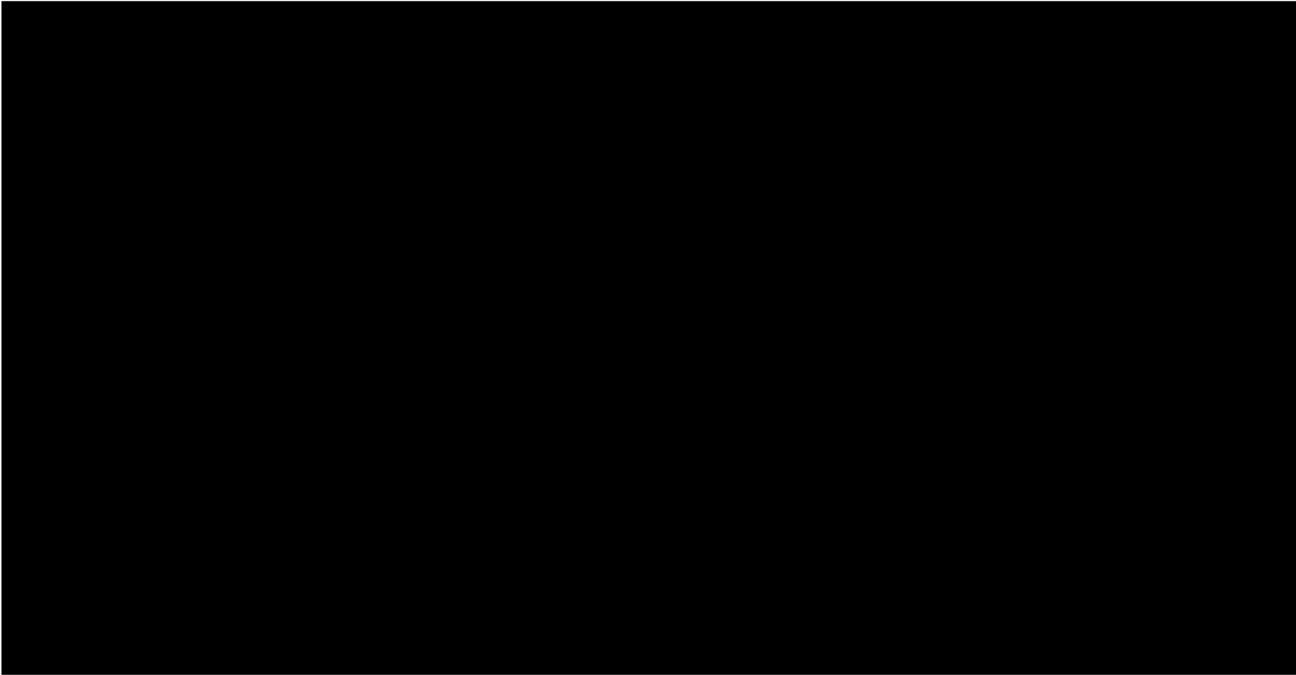


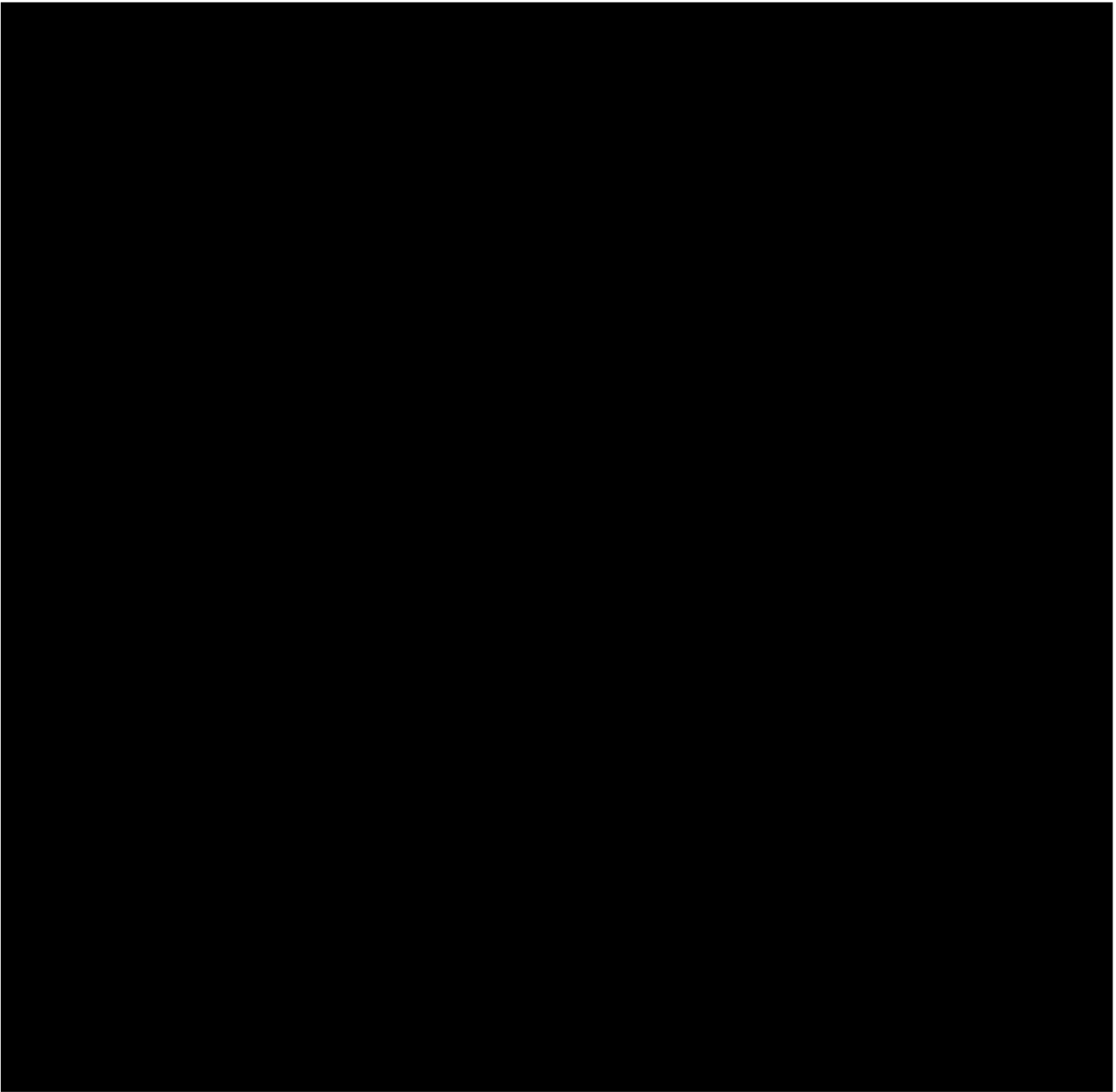




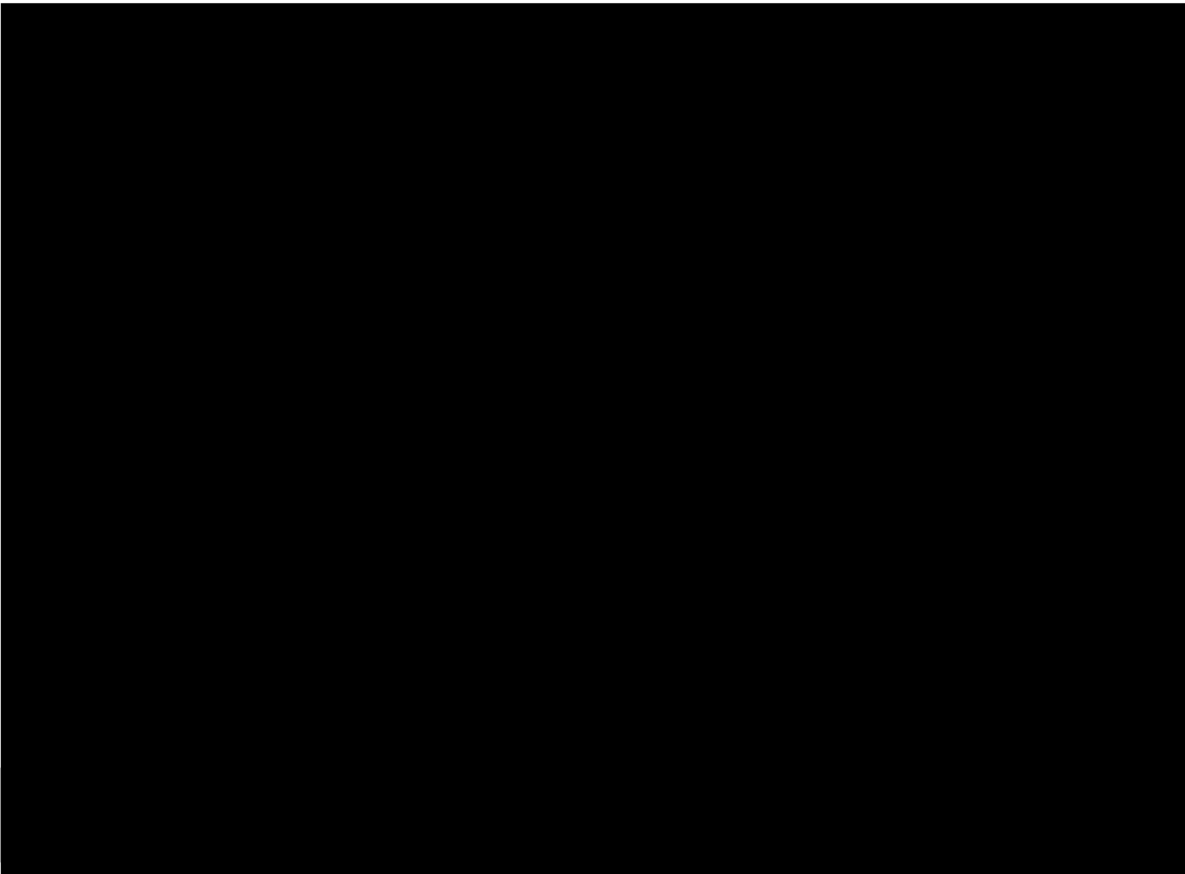


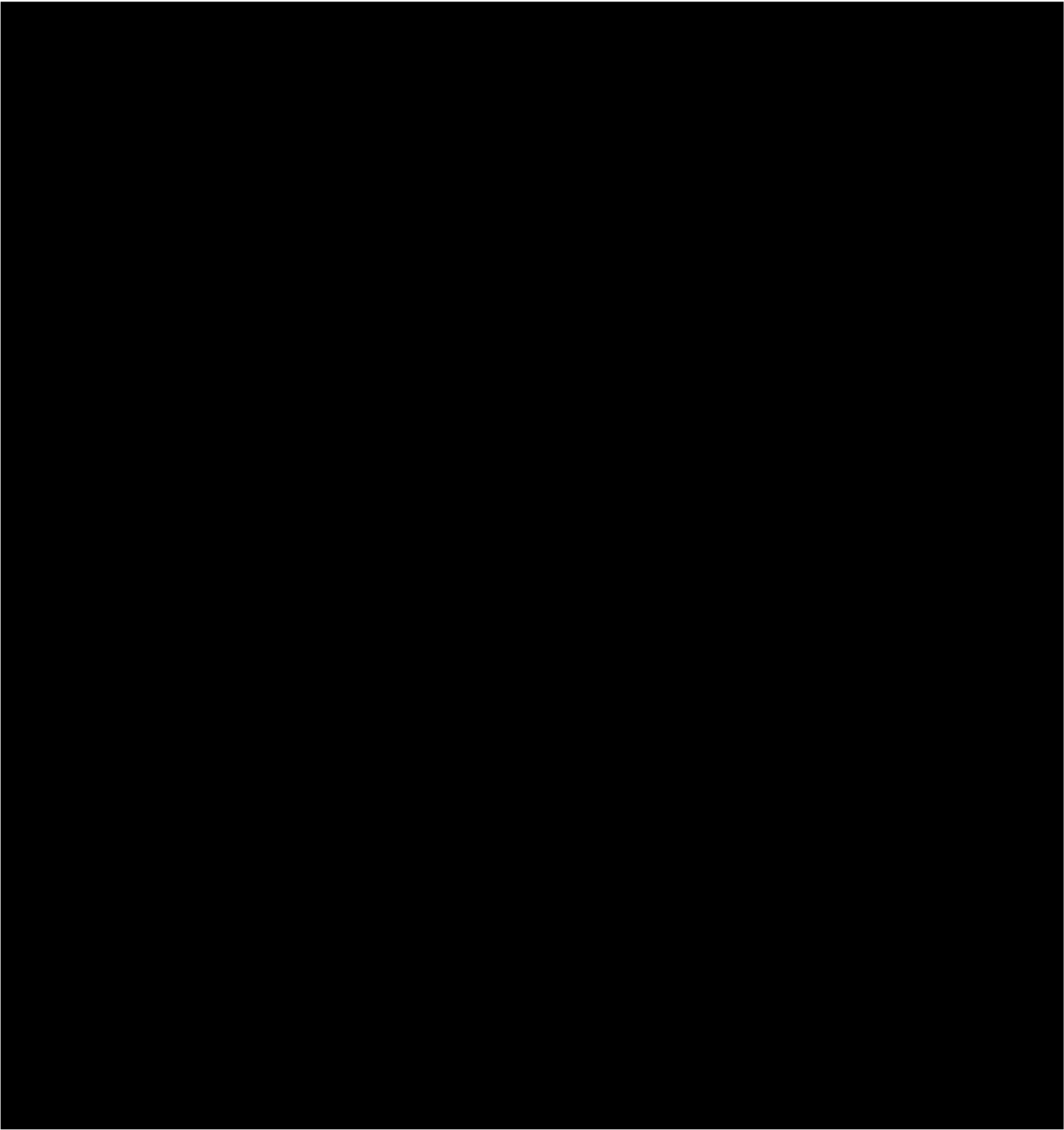


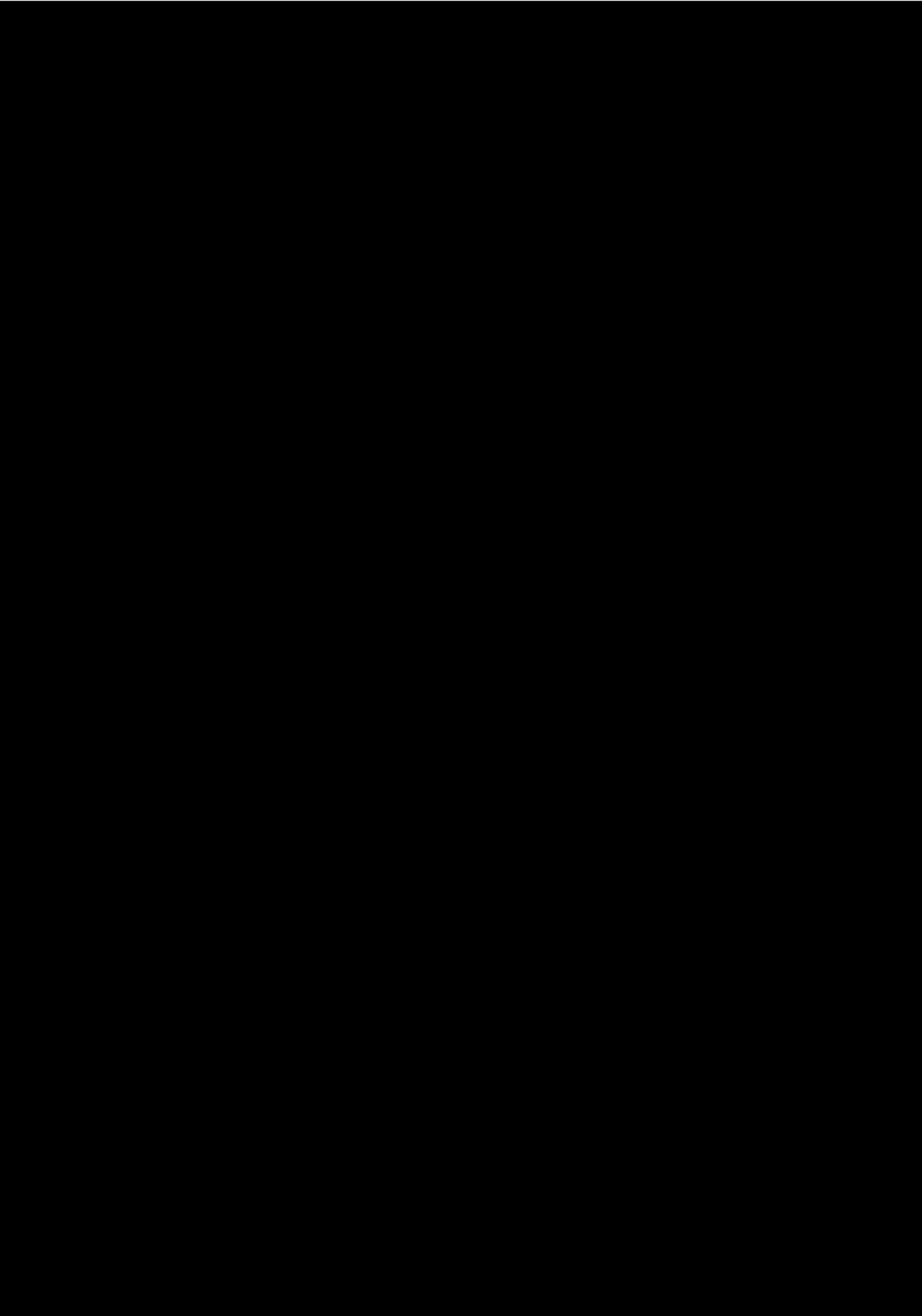


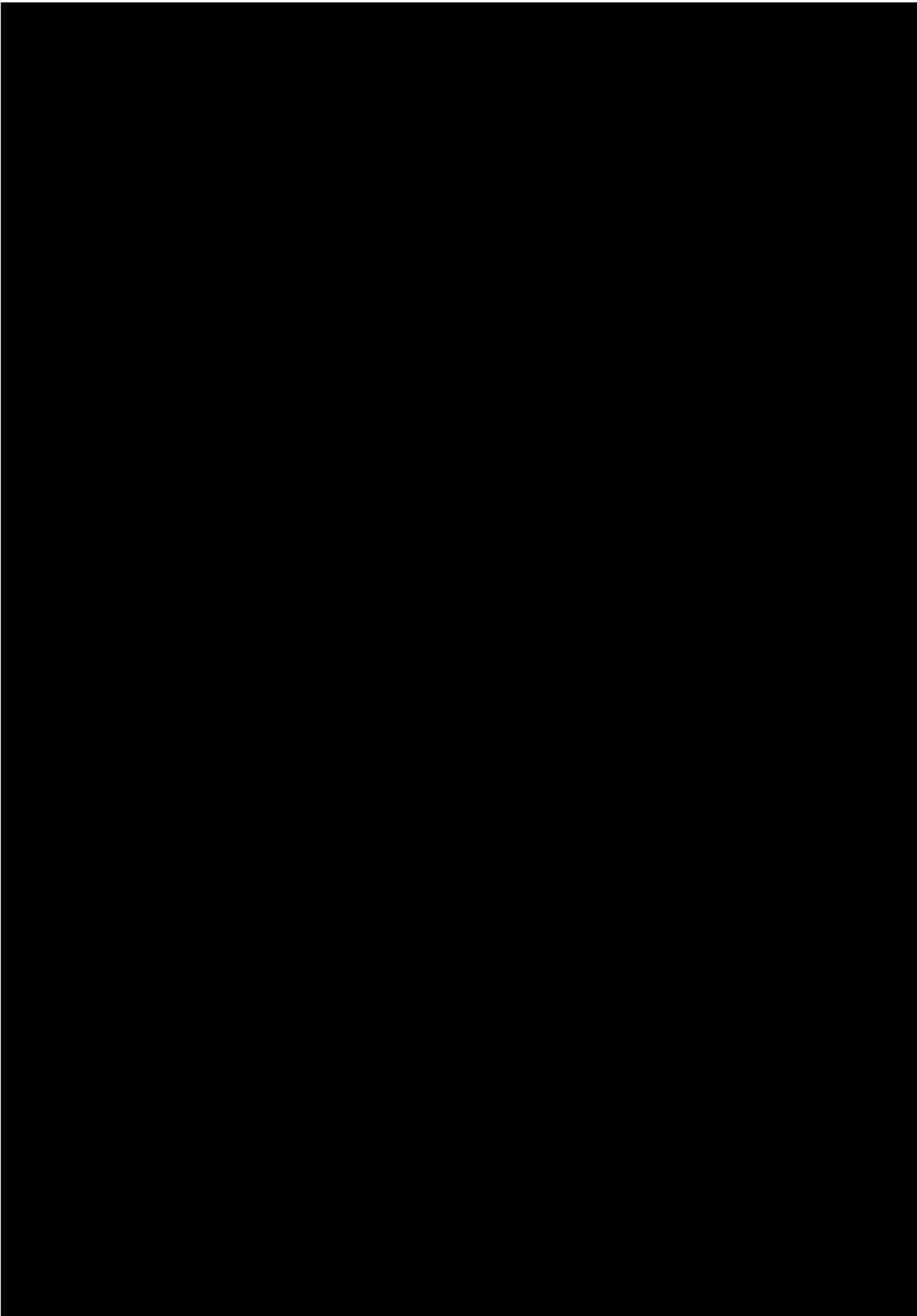










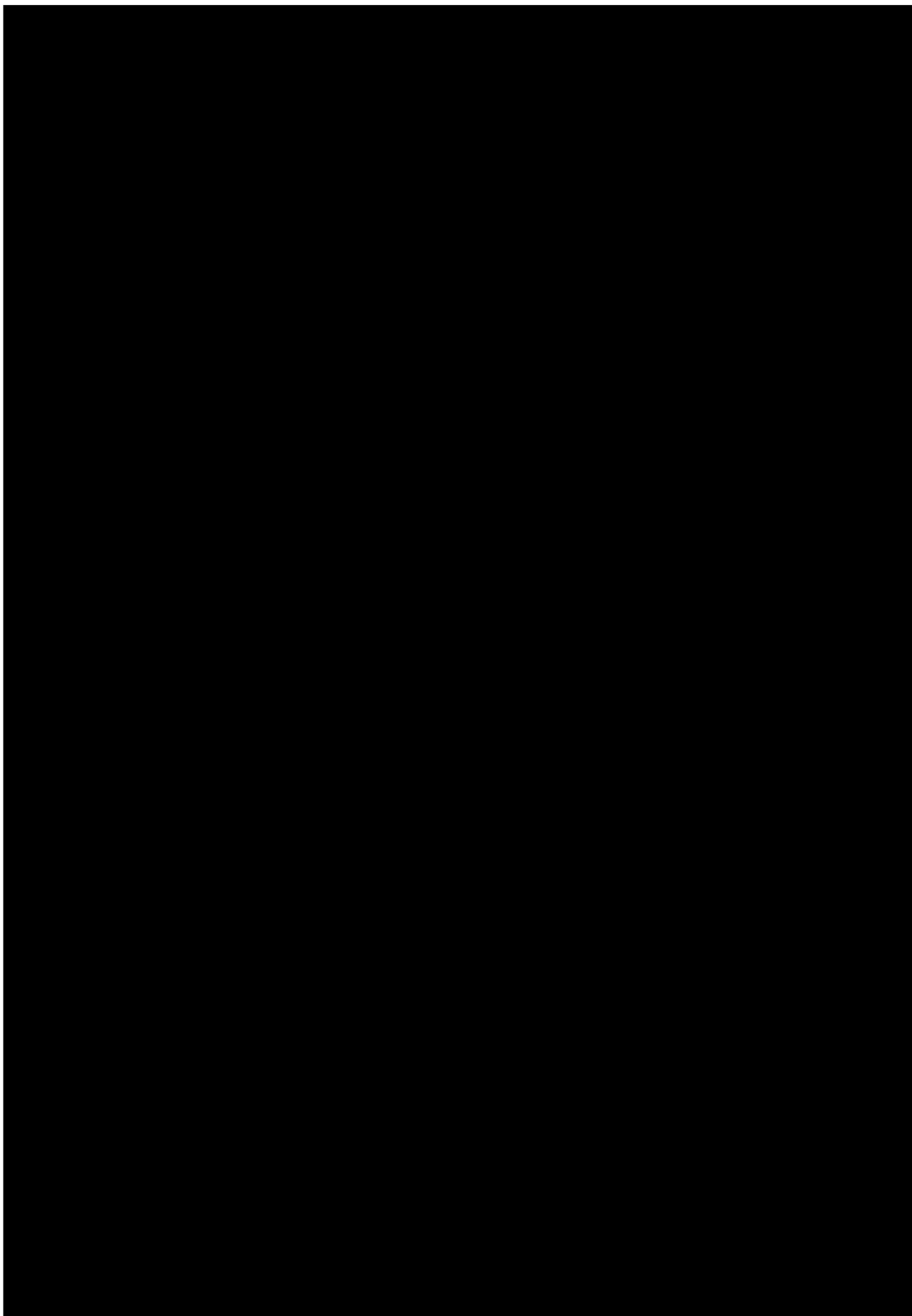


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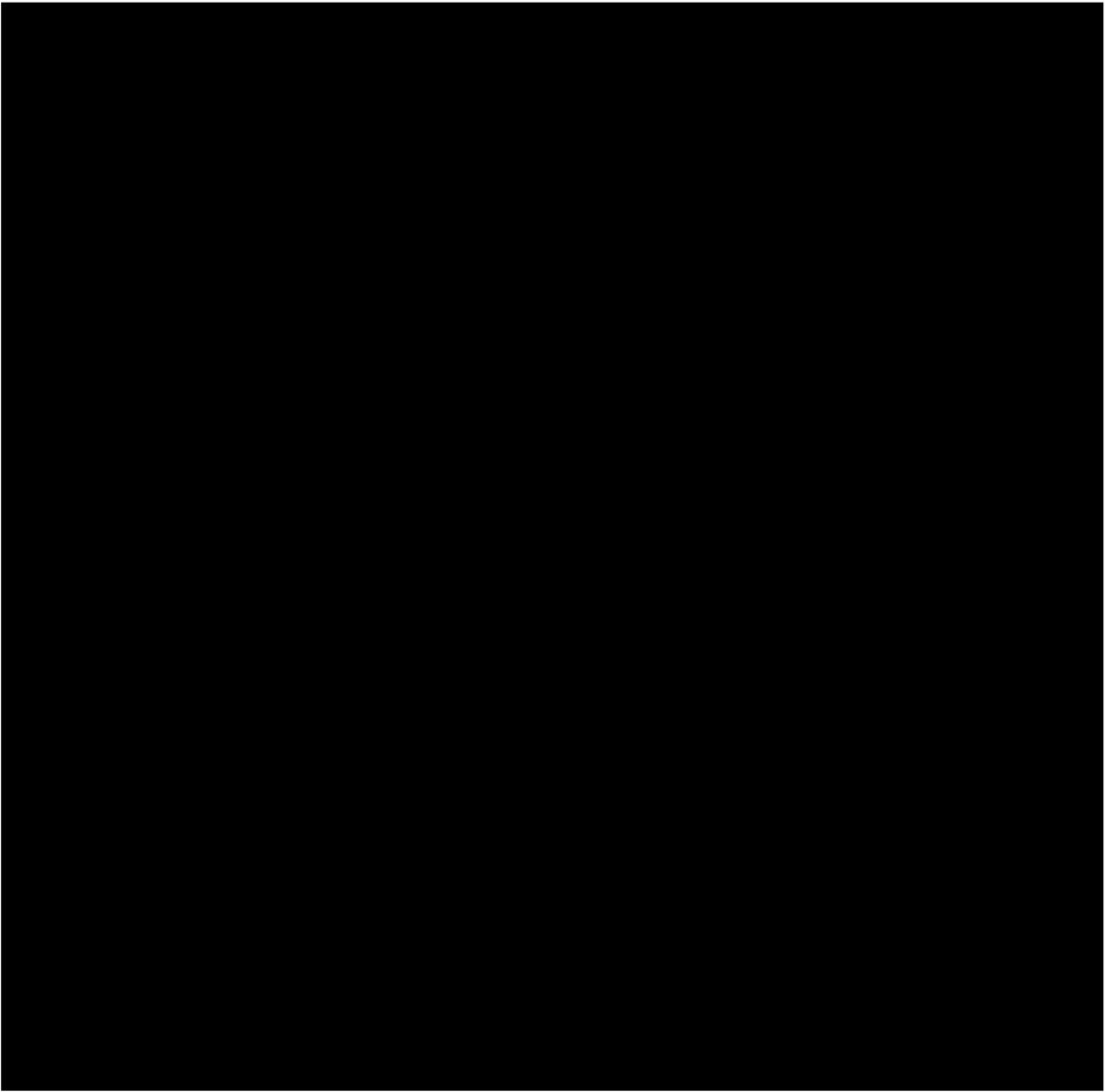
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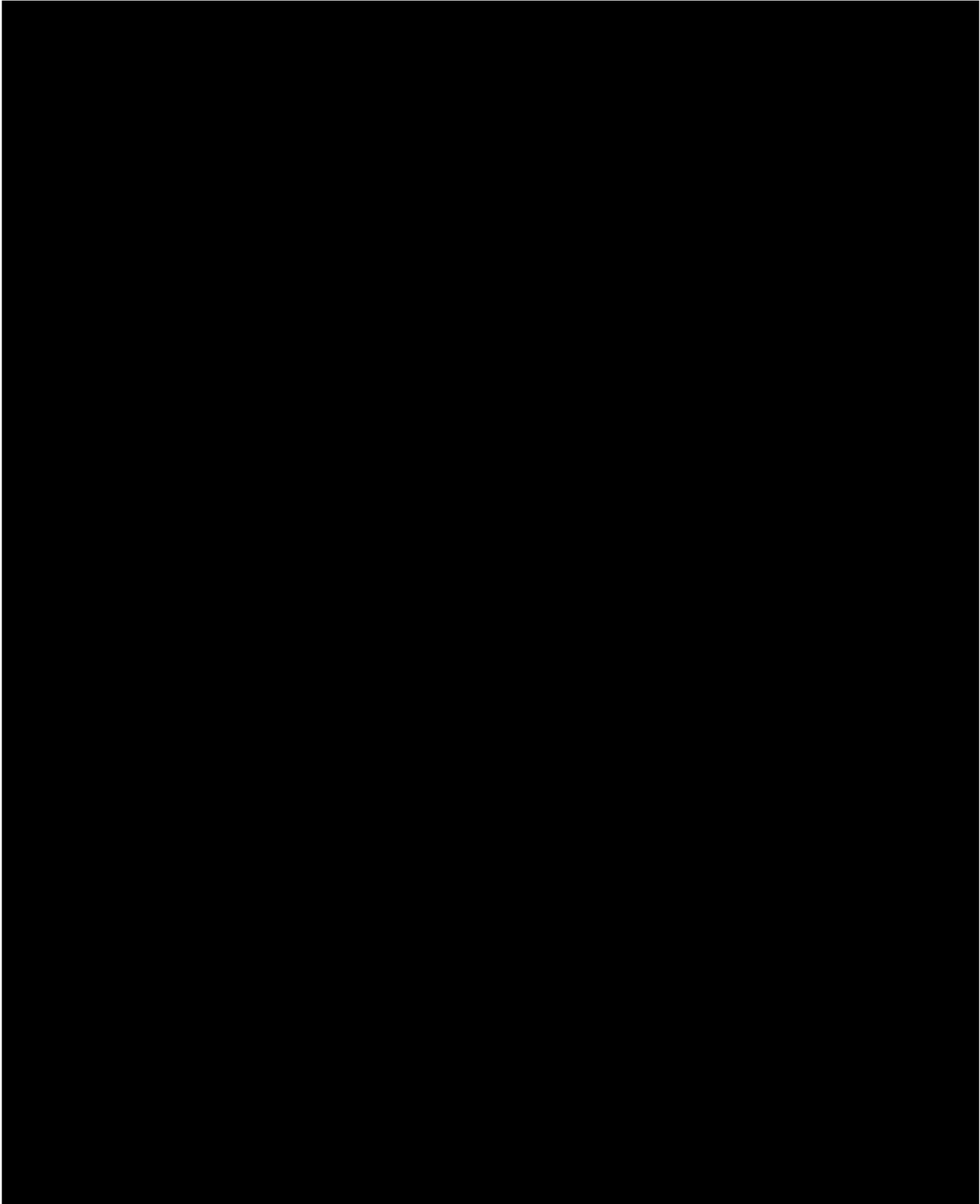
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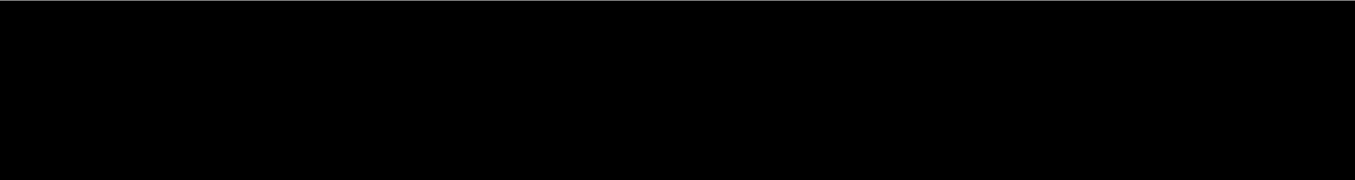




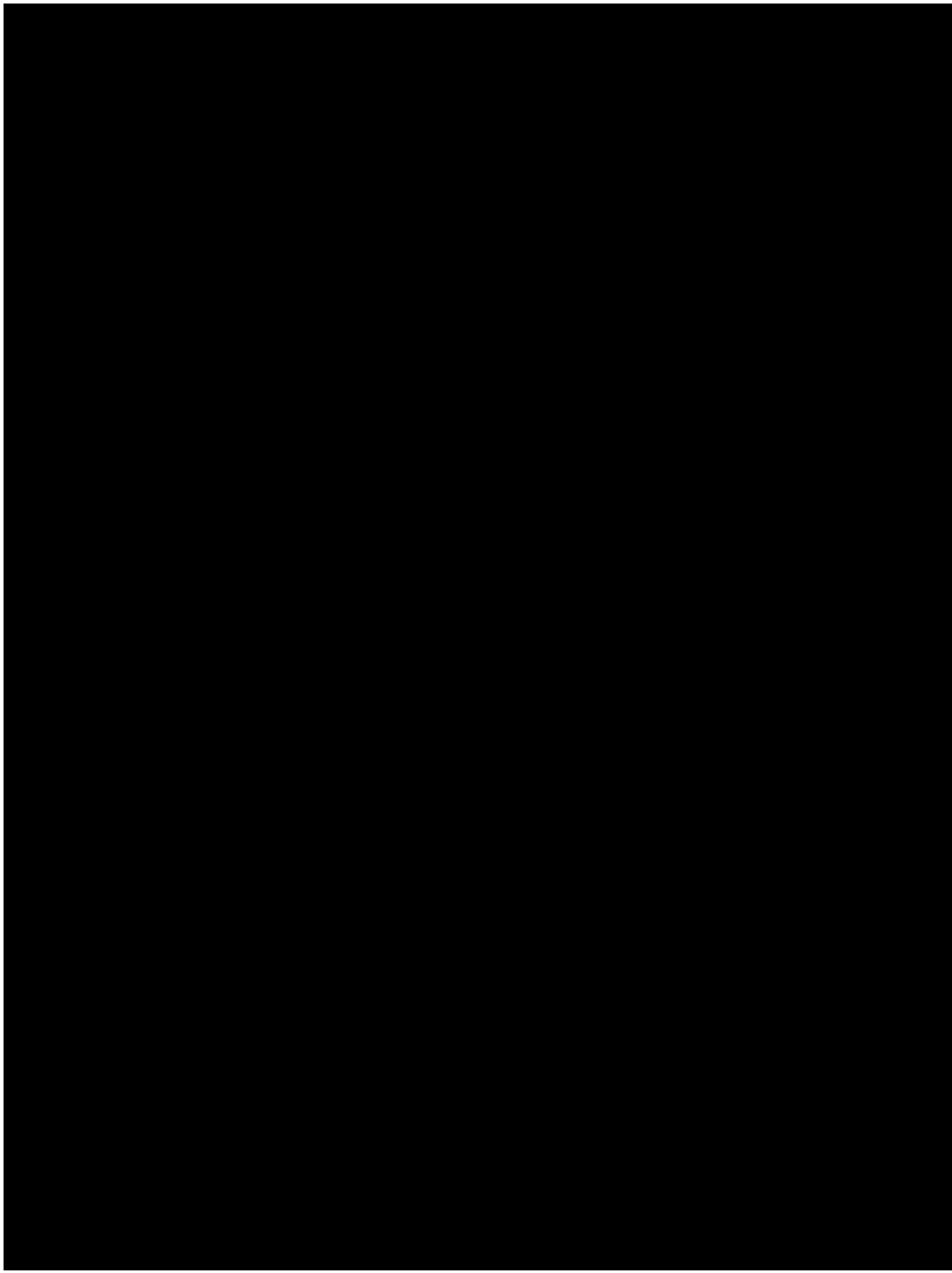
















## **SCHEDULE 33**

### **Retained Responsibilities**

(Clause 23.3)

#### **1. INTERPRETATION OF THIS SCHEDULE**

Where obligations or matters are listed in this Schedule 33 as remaining the responsibility of RMS:

- (a) references to clauses are references to clauses of the Master Access Deed, unless otherwise indicated;
- (b) this schedule refers to the terms of the Master Access Deed as if they were directly between the Asset Trustee and RailCorp even though those obligations are to be performed by the Asset Trustee to RMS to satisfy RMS' obligations to RailCorp;
- (c) without limiting clause 23.3 of this deed, the matter or obligation remains RMS' responsibility as between RMS and RailCorp, and at the same time is a matter or an obligation, as between the Asset Trustee and RMS in relation to which:
  - (i) the Trustees must not do, or omit to do, anything that may cause RMS to be in breach of RMS' obligations under the Master Access Deed; and
  - (ii) the Trustees must if requested provide information and assistance to RMS to enable RMS to fulfil the relevant requirements under the Master Access Deed; and
- (d) nothing in this Schedule 33 will limit, or is to be taken to limit, any of the Trustee's obligations and liabilities under this deed.

#### **2. RMS'S RESPONSIBILITIES IN RESPECT OF THE MASTER ACCESS DEED**

The only matters that remain the responsibility of RMS, as between RMS and the Asset Trustee, in ensuring compliance with the Master Access Deed, are that RMS is to be responsible for:

- (a) negotiating any replacement of the Master Access Deed under clause 2;
- (b) obligations or matters referred to under clause 3.1;
- (c) discussions about any tender pursuant to clause 4.1(a)(ii);
- (d) providing RailCorp with any notice about a design element referred to under clause 4.1(b)(i);
- (e) requests to, and discussions with, RailCorp referred to under clause 4.1(c);
- (f) obligations or matters referred to under clause 4.7, except that:
  - (i) to the extent a requirement to submit a Corridor Access Application (within the meaning of that term under the Master Access Deed) under clause 4.7 arises out of or in connection with the Asset Trustee's obligations to rectify Defects, the Asset Trustee will be responsible for the obligations or matters referred to under clause 4.7; and
  - (ii) the Asset Trustee is responsible for preparation of RailCorp Maintenance Plans pursuant to clause 23.3(j) of this deed;

- (g) payment of the part of RailCorp's Costs attributable to RMS determined by RailCorp under clause 14.4(b) of the Master Access Deed;
- (h) notifying RailCorp of the identity of any Condition Consultant (as defined in the Rail Agreement) and discussing and agreeing a Condition Consultant;
- (i) obligations or matters referred to under clause 18.1;
- (j) obligations or matters referred to under clause 20, except that to the extent a requirement under clause 20 arises out of or in connection with:
  - (i) rectification of Defects; or
  - (ii) preparation or revision of RailCorp Maintenance Plans pursuant to clause 23.3(j) of this deed,
  - (iii) the Asset Trustee will be responsible for those obligations or matters referred to under clause 20;
- (k) obligations or matters referred to under clause 24, except that the Asset Trustee will be responsible for effecting and maintaining, and ensuring that the Asset Trustee's subcontractors and consultants effect and maintain, the policies of insurance referred to under clause 24.3(b) and 24.3(c) in accordance with the requirements of clause 24, as it applies to those policies (excluding clause 24.2, clause 24.4 and clause 24.7);
- (l) obligations or matters referred to under clause 26;
- (m) obligations or matters referred to under clause 27;
- (n) obligations or matters referred to under clause 29; and
- (o) obligations or matters referred to under clause 33.

## SCHEDULE 34

### Rail Corridor Works and RailCorp's Technical Conditions

(Clause 1.1 definition of *Rail Corridor Works* and *RailCorp's Technical Conditions*)

#### 1. PRINCIPAL ITEMS OF INFRASTRUCTURE

The following principal items of infrastructure are included in the Rail Corridor Works:

- (a) twin tunnels, each approximately 12.4 metres wide, crossing approximately 26 metres beneath the T2 Airport Line approximately 650 metres west of Bexley North Railway Station;
- (b) twin tunnels, each approximately 12.4 metres wide, crossing approximately 58 metres beneath the T4 Eastern Suburbs & Illawarra Line approximately 230 metres south of Arncliffe Railway Station;
- (c) twin tunnels, each approximately 18 metres wide, crossing approximately 27 metres beneath T2 Airport Line Tunnel beneath Tempe Recreation Reserve;
- (d) twin tunnels, each approximately 12.4 metres wide, crossing approximately 48 metres beneath Port Botany freight line approximately 50 metres north of Princes Highway overbridge;
- (e) single eastbound ramp tunnel, approximately 14.0 metres wide, crossing approximately 44 metres beneath Port Botany freight line approximately 90 metres north of Princes Highway overbridge; and
- (f) single westbound ramp tunnel, approximately 17.7 metres wide, crossing approximately 47 metres beneath Port Botany freight line approximately 10 metres north of Princes Highway overbridge.

#### 2. RAILCORP'S TECHNICAL CONDITIONS

The following documents and requirements comprise RailCorp's Technical Conditions as at the date of this deed:

- (a) All relevant RailCorp standards, manuals and other publications that are found at the following internet site : <http://engineering.railcorp.nsw.gov.au/>, including but not limited to the following:
  - (iv) RailCorp Engineering Standard Track, ES 215 Transit Space Version 4.9, April 2013;
  - (v) RailCorp Engineering Standard Civil, ESC 300 Structures System, Version 2.3, February 2011;
  - (vi) RailCorp Engineering Standard Structures, ESC 310 Underbridges, Version 2.2, July 2010;
  - (vii) RailCorp Engineering Standard Structures, ESC 320 Overbridges and Footbridges, Version 2.2, July 2010;
  - (viii) RailCorp Engineering Standard Right of Way, ESC 550 Access Roads, Version 1.1, December 2009;
  - (ix) RailCorp Engineering Standard Electrical, EP 12 30 00 01SP Electrolysis from Stray DC Current, Version 3.0, May 2010; and

- (x) RailCorp Engineering Manual Civil, TMC 001, Civil Technical Competencies and Engineering Authority, Version 4.5, April 2013; and
- (r) sufficient space for access roads that give continuous trackside access for road vehicles along and within the rail corridor for both maintenance and emergency services purposes must be provided outside of both sides of the track clearance envelope.

The documents identified in clauses 2(a)(i) to (vii), inclusive above are identified and listed in Appendix D.4 of the Scope of Works and Technical Criteria.

**PART C**  
**ADMINISTRATIVE**

## **SCHEDULE 35**

### **Project Plans**

(Clause 9.5)

#### **1. PROJECT PLANS**

- (a) Each Project Plan must:
  - (i) where an initial plan exists for the relevant Project Plan and is contained in Appendices E.6 to E.16 of Part A of the SWTC, be based upon that initial plan;
  - (ii) whether or not an initial plan exists for the relevant Project Plan, be prepared and further developed in accordance with this deed, including this Schedule 35 and section 3.12 of Part A of the SWTC; and
  - (iii) contain any relevant contents required under this deed, including as specified in Appendix C.1 of Part A of the SWTC.
- (b) Each Project Plan must be initially submitted to the Independent Certifier and RMS's Representative within any relevant time period specified in this deed (including as specified in Appendix C.1 of Part A of the SWTC).

#### **2. REVIEW OF PROJECT PLANS**

- (a) RMS's Representative may:
  - (i) review any Project Plan submitted under this Schedule 35; and
  - (ii) if the Project Plan submitted does not comply with this deed, notify the Trustee of that within 15 Business Days of the initial submission of the Project Plan.
- (b) If a Trustee receives a notice under section 2(a)(ii) of this Schedule 35, the Trustee must promptly submit an amended Project Plan, or relevant part or component of it, to the Independent Certifier and RMS's Representative.
- (c) RMS's Representative owes no duty to a Trustee to review any Project Plan submitted by the Trustee for errors, omissions or compliance with this deed.

#### **3. PURPOSE OF PROJECT PLANS**

Each Trustee acknowledges and agrees that:

- (a) an intended purpose of each Project Plan is for a Trustee to provide a detailed description of how a Trustee intends to carry out the Asset Trustee's Activities and the Project Trustee's Activities in accordance with the requirements of this deed with respect to the subject matter of each Project Plan; and
- (b) the Project Plans will require ongoing development, amendment and updating throughout the duration of the Asset Trustee's Activities and the Project Trustee's Activities to take into account:
  - (i) Changes;
  - (ii) changes in Law;

- (iii) the commencement of new phases or stages of design and construction as shown in the Overall D&C Program and the Subsidiary D&C Programs;
- (iv) those events or circumstances expressly identified for each Project Plan including as specified in Appendix C.1 of Part A of the SWTC; and
- (v) any other events or circumstances which occur or come into existence and which have, or may reasonably be expected to have, a material effect on the manner in which a Trustee carries out the Asset Trustee's Activities and the Project Trustee's Activities.

#### 4. **WARRANTIES AND UNDERTAKINGS**

Each Trustee:

- (a) warrants that each Project Plan will be fit for its intended purpose and that compliance by it with the Project Plans will enable it to fulfil its obligations under this deed;
- (b) must not decrease or otherwise reduce the scope of any Project Plan, or the scope of work or level of effort or expertise required by a Project Plan, or the number of personnel or extent of surveillance required, including any initial Project Plan and any revision of a Project Plan, without the prior written approval of RMS's Representative (which must not be unreasonably withheld); and
- (c) must continue to develop and promptly amend or update the Project Plans:
  - (i) to take into account:
    - (A) the circumstances and events referred to in section 3(b) as those circumstances and events occur or come into existence; and
    - (B) any breach or potential breach of the warranties referred to in section 4(a); and
  - (ii) as otherwise specified in the SWTC, including Appendix C.1 of Part A of the SWTC,

and promptly submit each further Project Plan to the Independent Certifier and RMS's Representative as it is further developed, amended or updated.

#### 5. **RMS DIRECTION**

If RMS's Representative believes that:

- (a) any Project Plan does not comply with the requirements of this deed; or
- (b) a Trustee has not further developed, updated or amended any Project Plan in accordance with the requirements of section 3(b),

RMS's Representative may by written notice direct the Trustee to further develop, update or amend the Project Plan so that the Project Plan will comply with the requirements of this deed, specifying:

- (c) the reasons why such development, updating or amending is required; and
- (d) the time within which such development, updating or amending must occur,

and the Trustee must:

- (e) further develop, update or amend the Project Plan as directed by RMS's Representative and so that it complies with the requirements of this deed; and
- (f) submit the further developed, updated or amended Project Plan to the Independent Certifier and RMS's Representative within the time specified in section 5(d).



## **SCHEDULE 35A**

### **Monthly Operational Management Reporting Requirements**

(Clause 20)

The Project Trustee must provide a Monthly Operational Management Report which:

- (a) is in a format;
  - (i) consistent with the monthly report provided by the Project Trustee to its board of directors; and
  - (ii) otherwise acceptable to RMS, acting reasonably; and
- (b) includes details of the Trustees' and each Trustee's Related Parties':
  - (i) compliance with its obligations under WHS Legislation, the Project WHS Management Plan and clauses 9.7 to 9.9 (inclusive), including a summary of safety statistics meetings, work health and safety issues, safety processes, initiatives and training;
  - (ii) operations and traffic management, including traffic data and performance, significant incidents and operational issues and maintenance lane closures (other than information which is not publicly available);
  - (iii) maintenance activities, broken down into the key areas of work, including toll equipment, mechanical, electrical, IT systems, tunnel fire systems, civil and building, graffiti management and landscaping;
  - (iv) maintenance management activities, including details of any Subcontracts entered into in respect of maintenance activities, improvements, expansions, shutdown works and risk management;
  - (v) training activities;
  - (vi) quality, environment and community issues, including environmental monitoring, incidents of hazardous spills and queries or complaints from members of the community;
  - (vii) traffic volumes for the month to which the Monthly Operational Management Report relates, and historical traffic volumes for the 12 months preceding that month;
  - (viii) issues relating to the availability and reliability of the Motorway; and
  - (ix) any emerging issues, including technical and commercial issues.

## **SCHEDULE 36**

### **Quality Management**

(Clause 12.1)

#### **1. QUALITY MANAGEMENT, VERIFICATION AND CERTIFICATION**

- (a) RMS and the Trustees acknowledge that the design and construct project delivery method chosen for the Asset Trustee's Activities, Project Trustee's Activities, Project Works and the Temporary Works:
  - (i) requires the Trustees to assume responsibility for all aspects of quality for the Asset Trustee's Activities, Project Trustee's Activities and for the durability of the Project Works and the Temporary Works;
  - (ii) allows the Independent Certifier to observe, monitor, audit and test all aspects of quality in the Asset Trustee's Activities, Project Trustee's Activities and the durability of the Project Works and the Temporary Works to certify compliance with the requirements of this deed;
  - (iii) requires the Independent Certifier by reviewing and assessing quality in the Asset Trustee's Activities, the Project Trustee's Activities and the durability of the Project Works, the Temporary Works and the Motorway, to certify the Trustees' compliance with the requirements of this deed; and
  - (iv) allows RMS's Representative to monitor compliance of the Asset Trustee's Activities and the Project Trustee's Activities with the requirements of this deed.
  
- (b) The Asset Trustee must ensure a Quality Manager is engaged who must:
  - (i) independently certify the effectiveness and integrity of the Asset Trustee's quality system in achieving conformance with the requirements of this deed;
  - (ii) report to RMS's Representative and the Independent Certifier on quality issues in accordance with the requirements of this deed; and
  - (iii) have the requisite experience and ability to carry out the functions described in sections 1(b)(i) and (ii).
  
- (c) The Asset Trustee must provide to RMS's Representative a certificate executed by the Quality Manager:
  - (i) in the form of Appendix A, within 3 months after the date of this deed;
  - (ii) in the form of Appendix B, every 3 months from the date of this deed until the Date of Opening Completion;
  - (iii) in the form of Appendix C, as a condition precedent to Opening Completion; and
  - (iv) in the form of Appendix D, upon the expiry of the last Defects Correction Period.
  
- (d) The Asset Trustee must provide to RMS's Representative a certificate executed by the Independent Certifier:
  - (i) in the form of Appendix E, within 3 months after the date of this deed;

- (ii) in the form of Appendix F, every 3 months from the date of this deed until the Date of Opening Completion; and
  - (iii) in the form of Appendix G, upon the expiry of the last Defects Correction Period.
- (e) The Independent Certifier must audit and review each revision of the Quality Plan within 10 Business Days after submission of that plan to RMS's Representative.
- (f) The Asset Trustee must provide to RMS's Representative a certificate executed by the Asset Trustee's Environmental Manager in the form of Appendix H every 3 months from the date of this deed until the Date of Opening Completion.
- (g) The Asset Trustee must provide to RMS's Representative a certificate executed by:
- (i) the Asset Trustee in the form of Appendix I, in accordance with clause 13.3(c)(i) and 13.3(c)(iii) of the deed;
  - (ii) the Subcontractor in the form of Appendix J, in accordance with clause 13.3(c)(ii) of the deed; and
  - (iii) the Independent Certifier in the form of Appendix K, in accordance with clause 13.3(c)(i).

**2. HOLD POINTS**

The Asset Trustee must comply with the Hold Point procedures required by this deed, including as inserted in Project Plans by the Independent Certifier pursuant to clause 12.3(d)(iii).

**3. PROJECT QUALITY NON-CONFORMANCE**

- (a) The Asset Trustee must comply with the procedure for non-conformances set out in Appendix C.7 of Part A of the SWTC and the Quality Plan. Further to the provisions of clause 8.3(b) of AS/NZS ISO 9001-2008, the use, release or acceptance of nonconforming work can only be given by RMS's Representative, in its absolute discretion and without being under any obligation to do so.
- (b) Corrective actions implemented under the Asset Trustee's quality system must comply with the requirements of this deed including the SWTC.
- (c) The Asset Trustee must promptly issue all documents relating to quality non-conformances to RMS's Representative.

**4. MONITORING AND AUDITS**

The Trustees must:

- (a) in respect of the Asset Trustee, have the Asset Trustee's compliance with the Project Plans audited at intervals not exceeding 6 months during the Project Works and, in respect of the Project Trustee, have the Project Trustee's compliance with the Project Plans audited at intervals not exceeding 12 months during the Term at its cost by an independent auditor who is acceptable to RMS;
- (b) permit representatives of RMS and the Independent Certifier to be present during such audits; and
- (c) deliver 2 copies of each audit report to RMS and the Independent Certifier within 5 Business Days of its completion.

5. **TESTING**

The Asset Trustee must carry out all tests required:

- (a) by this deed; or
- (b) otherwise directed by RMS's Representative.

The costs of a test which is directed by RMS's Representative and which is not otherwise required by this deed will be borne by RMS unless the test detects a Defect or is upon a Defect.

**Appendix A**

**WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(i) of Schedule 36 to the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) with respect to the Project, I hereby certify that the Asset Trustee's Quality Management System under clause 12.1 and Schedule 36 of the deed is in accordance with RMS's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by

[**Quality Manager**]

**Appendix B**

**WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(ii) of Schedule 36 of the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) dated [ ] with respect to the Project, I hereby certify that between the following dates [**Insert dates of preceding 3 month period**]:

- (a) the Asset Trustee's quality system under clause 12.1 and Schedule 36 of the deed was in accordance with AS/NZS ISO 9001 - 2008 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Asset Trustee's quality system were in accordance with AS/NZS ISO 9001 - 2008;
- (c) the Asset Trustee complied with and satisfied the requirements of RMS's General Specification Q6;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Asset Trustee was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the RMS's Representative and the Independent Certifier in accordance with the deed.

.....

Signed by

[**Quality Manager**]

**Appendix C**

**Completion - WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(iii) of Schedule 36 of the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) dated [ ] with respect to the Project, I hereby certify in relation to the Project Works that:

- (a) the Asset Trustee has complied with and satisfied the requirements of RMS's General Specification Q6;
- (b) the Asset Trustee has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 13.3 of the deed, subject to minor Defects as referred to in section 1 of Schedule 40;
- (c) the release of all Hold Points has been undertaken in accordance with the deed; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and RMS's Representative in accordance with the deed.

.....

Signed by

[**Quality Manager**]

**Appendix D**

**WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(c)(iv) of Schedule 36 of the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) dated [ ] with respect to the Project, I hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the Asset Trustee has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and RMS's Representative in accordance with the deed.

.....

Signed by

[**Quality Manager**]



**Appendix E**

**WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [*insert name of Independent Certifier*] (ABN [ ])

In accordance with the terms of section 1(d)(i) of Schedule 36 of the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) dated [ ] with respect to the Project, we hereby certify that the Asset Trustee's quality system under clause 12.1 and Schedule 36 of the deed is in accordance with RMS's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by and on behalf of

[*insert name of Independent Certifier*]

**Appendix F**

**WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [*insert name of Independent Certifier*] (ABN [ ]) )

In accordance with the terms of section 1(d)(ii) of Schedule 36 of the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) dated [ ] with respect to the Project, we hereby certify that between the following dates [*Insert dates of preceding 3 month period*]:

- (a) the Asset Trustee's quality system under clause 12.1 and Schedule 36 of the deed is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Asset Trustee's quality system are in accordance with AS/NZS ISO 9001;
- (c) the Asset Trustee has complied with and satisfied the requirements of RMS's General Specification Q6;
- (d) the release of Hold Points has been undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Asset Trustee has been undertaken in accordance with the deed, including the SWTC; and
- (f) that documentation has been recorded and submitted to RMS's Representative in accordance with the deed.

.....

Signed by

[*insert name of Independent Certifier*] (ABN [ ]) )

**Appendix G**

**WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [*insert name of Independent Certifier*] (ABN [ ])

In accordance with the terms of section 1(d)(iii) of Schedule 36 of the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) dated [ ] with respect to the Project, we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the Asset Trustee has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to RMS's Representative in accordance with the deed.

.....

Signed by

[*insert name of Independent Certifier*]

**Appendix H**

**WestConnex New M5 Project (Project)**

(Clause 12.1 and Schedule 36)

To: RMS's Representative

From: [**Environmental Manager**] (ABN [ ])

In accordance with the terms of section 1(f) of Schedule 36 of the deed between RMS, WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) and WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**) dated [ ] with respect to the Project, I hereby certify that between the following dates [**Insert dates of preceding 3 month period**]:

- (a) the Asset Trustee's Environmental Management System under section 3.8.1 of Part A of the SWTC was in accordance with AS/NZS ISO 14001;
- (b) any Subcontractors' Environmental Management Systems which form a part of the Asset Trustee's Environmental Management System were in accordance with AS/NZS ISO 14001;
- (c) the Asset Trustee complied with and satisfied the requirements of RMS set out in section 3.8 of Part A of the SWTC and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Asset Trustee was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the RMS's Representative in accordance with the deed.

.....

Signed by

[**Environmental Manager**]

**Appendix I**

**WestConnex New M5 Project (Project)**

(Clause 13.3(c)(i) and 13.3(c)(iii), Schedule 36 and Project Documentation Schedule)

**Contractor Design Certificate**

To: RMS's Representative

From: [Asset Trustee]

In accordance with the terms of clause 13.3(c) of the Project Deed, the Asset Trustee certifies that the attached Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the Project Deed (to the extent applicable to the Project Works) including Part A of the SWTC and, in particular, the durability requirements in section 5.3 and the design life requirements in section 5.2 of Part A of the SWTC; and
- (c) does not involve or constitute a Change which has not been the subject of a Change Order or a notice issued by the Asset Trustee under section 2.3 of the Change Procedure or a notice under clause 14 of the Project Deed.

.....  
Signed by

**[Asset Trustee]**

**Appendix J**

**WestConnex New M5 Project (Project)**

(Clause 13.3(c)(ii), Schedule 36 and Project Documentation Schedule)

**Subcontractor Design Certificate**

To: RMS's Representative

From: [**Subcontractor**] (ABN [        ])

In accordance with the terms of clause [**insert**] of the [**Insert description of Subcontract**], the Subcontractor certifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the Project Deed (to the extent applicable to the Project Works) and this deed including the SWTC and, in particular, the durability requirements in section 5.3 and the design life requirements in section 5.2 of Part A of the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

.....  
Signed by

[**Subcontractor**]

**Appendix K**

**WestConnex New M5 Project (Project)**

(Clause 13.3(c)(i), Schedule 36 and Project Documentation Schedule)

**Independent Certifier Design Certificate**

To: RMS's Representative

From: [**Independent Certifier**] (ABN [ ])

In accordance with the terms of clause 13.3(c) of the Project Deed, the Independent Certifier verifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the Project Deed (to the extent applicable to the Project Works) and this deed including the SWTC and, in particular, the durability requirements in section 5.3 and the design life requirements in section 5.2 of Part A of the SWTC.

.....  
Signed by

[**Independent Certifier**]

## SCHEDULE 37

### Change Procedure

(Clause 14)

#### 1. CHANGES PROPOSED BY RMS

##### 1.1 Change Proposal

- (a) RMS may at any time issue to a Trustee a notice titled "Change Proposal" setting out the details of a proposed Change which RMS is considering, including RMS's proposed requirements for the implementation of the proposed Change.
- (b) Each Trustee acknowledges that RMS may issue a Change Proposal that decreases, omits, deletes or removes work from the scope of the:
  - (i) Project Works;
  - (ii) Temporary Works; or
  - (iii) O&M Work,

**(Excluded Works)** and may carry out that Excluded Work itself or may engage another person to carry out the Excluded Work on its behalf.
- (c) Except as:
  - (i) directed in a Change Order; or
  - (ii) in respect of a Change contemplated in clauses 4A.3(i)(ii), 4A.4(p), 4B.3(i)(ii), 4D(b)(ii), 6.5(b)(iii), 6.7(a), 7.4(a), 25.2(b) and 39.1(c)(i),

a Trustee will not be entitled to:

  - (iii) make any Claim against RMS arising out of, or in any way in connection with, a Change proposed by RMS; or
  - (iv) vary or change the Project Works, the Temporary Works or the O&M Work.

##### 1.2 Trustee Change Notice

As soon as practicable and in any event within 30 Business Days after receipt of a "Change Proposal" from RMS under section 1.1(a), the relevant Trustee must provide RMS with a notice (**Trustee Change Notice**) setting out detailed particulars of:

- (a) estimated costs comprised of:
  - (i) in the event of a Change directed pursuant to clause 6 (and without limiting the Asset Trustee's entitlement to all Change Costs under clause 6), the estimate of the Change Costs described in paragraph (a) of the definition of "Change Costs" the relevant Trustee will incur by carrying out the proposed Change, and substantiated (to the full extent possible) with a detailed breakdown; or
  - (ii) in the event of any Change other than a Change described in section 1.2(a)(i), the estimate of the Change Costs the Trustees will incur, or the Change Savings they will derive, by carrying out the proposed Change, substantiated (to the full extent possible) with a detailed breakdown;



- (b) the basis (if any) on which the Trustees would be prepared to fund the whole or part of the Change and the cost difference if a Trustee, rather than RMS, funds the Change;
- (c) the effect (if any) the Asset Trustee anticipates the Change will have on the Overall D&C Program, the Subsidiary D&C Programs and the Asset Trustee achieving Opening Completion by the Date for Opening Completion and achieving Completion by the Date for Completion;
- (d) if the proposed Change will delay the Asset Trustee in achieving Opening Completion or Completion, state the number of days for which the Date for Opening Completion or the Date for Completion (as applicable) should be adjusted to account for the delay together with the basis of calculating that period;
- (e) if the Change is proposed to be carried out after the Date of Opening Completion or the Date of Completion, the time within which the proposed Change will be implemented;
- (f) the effect the Trustees anticipate the Change will have on the performance of the Asset Trustee's Activities, the Project Trustee's Activities, the Project Works, the Temporary Works, the Asset Renewal, the New M5 Main Works D&C Phase Maintenance and the O&M Work (including specific details of the work that will be affected and how and to what extent it will be affected);
- (g) the effect the Trustees anticipate the Change will have on the functionality or integrity of the elements of the Asset Trustee's Activities, the Project Trustee's Activities, the Project Works, the Temporary Works, the Asset Renewal, the New M5 Main Works D&C Phase Maintenance and the O&M Work and the quality or performance standards required by this deed, including specific details of:
  - (i) the elements of the Asset Trustee's Activities, the Project Trustee's Activities, the Project Works, the Temporary Works, the Asset Renewal, the New M5 Main Works D&C Phase Maintenance and the O&M Work that will be affected;
  - (ii) how and to what extent the functionality or integrity of those elements will be affected;
  - (iii) the quality or performance standards affected and how and to what extent they will be affected;
  - (iv) any adverse effect which the Change will have on the ability of a Trustee to satisfy its obligations under this deed (including any warranties a Trustee is required to give under this deed); and
  - (v) any adverse effect which the Change will have on the Trustees ability to achieve Final Handover in accordance with the requirements of this deed;
- (h) any other information concerning the proposed Change which RMS's Representative reasonably requires, including:
  - (i) sufficient detail to allow RMS to reconsider the need for the Change; and
  - (ii) whether any land in addition to the Construction Site or the Maintenance Site is required to implement the Change; and
- (i) the period within which the Trustee Change Notice remains valid for acceptance by RMS, which must be a reasonable period of not less than 20 Business Days after the date of the Trustee Change Notice (**Validity Period**).

RMS will not be obliged to proceed with any Change proposed in a "Change Proposal".

### 1.3 **Trustee Change Notice Requirements**

- (a) The Trustees must ensure that the Trustee Change Notice is prepared:
  - (i) so as to avoid, as far as practicable, the need for a new Approval or a change to an existing Approval for the implementation of the Change;
  - (ii) on an open book basis with respect to:
    - (A) the Trustee's internal costs; and
    - (B) the costs of the Contractor and Operator (and to this end the Trustees must allow RMS review and audit rights sufficient to verify that the Trustee Change Notice has been prepared in accordance with the requirements of this deed (including the definitions of "Change Costs" and "Change Savings"));
  - (iii) assuming the Trustees are willing, efficient and competent providers of the Change in an efficient and competitive market;
  - (iv) in a manner which is consistent with the reasonable requirements of RMS for the implementation of the Change;
  - (v) having regard to minimising:
    - (A) the disruption to road users;
    - (B) delay in achieving SPI Interface Works Completion, Opening Completion or Completion, to the extent that it has not yet been achieved; and
    - (C) any adverse safety impacts of the Change;
  - (vi) in a manner which ensures that all appropriate insurances relevant to the Change are taken out and maintained consistently with those that would have been required by RMS if the Change had been included in the Asset Trustee's Activities, Project Trustee's Activities, Project Works, the Temporary Works, the Asset Renewal, the New M5 Main Works D&C Phase Maintenance or O&M Work as applicable, as at the date of this deed (unless RMS otherwise determines); and
  - (vii) in a manner so that there is no double counting.
- (b) If RMS issues a Change Proposal after the Date of Completion:
  - (i) RMS may require the Trustees to conduct a tender process for all or part of the works which would be required to effect the Change;
  - (ii) the tender process must be conducted consistently with the NSW Government's procurement policies in their form as at the date of RMS's Change Proposal (subject to necessary changes agreed between RMS and the Trustees (acting reasonably) to reflect that the Trustees are private companies rather than Authorities); and

- (iii) the Trustees must:
  - (A) have regard to the outcome of the tender process (including the tender costs) in the Trustee Change Notice; or
  - (B) if the Trustees had issued the Trustee Change Notice, amend the Trustee Change Notice to have regard to the outcome of the tender process (including the tender costs) and re-issue the Trustee Change Notice to RMS.

#### 1.4 **Election by RMS**

Within the Validity Period, RMS must either:

- (a) advise the Trustees that RMS:
  - (i) requires further information and/or clarification with respect to the Trustee Change Notice; and/or
  - (ii) has altered the scope of the Change Proposal;
- (b) accept the Trustee Change Notice and, if the Trustee Change Notice contains any options, nominate which option or options RMS accepts;
- (c) reject the Trustee Change Notice; or
- (d) except in the case of a Change contemplated in clauses 4A.3(i)(ii), 4A.4(p), 4B.3(i)(ii), 4D(b)(ii), 6.5(b)(iii), 6.7(a), 7.4(a), 25.2(b) or 39.1(c)(i), withdraw the proposed Change,

by notice in writing to the Trustees (which in the case of section 1.4(b) must be titled "Change Order").

#### 1.5 **Further information or altered scope**

If RMS issues a notice in accordance with section 1.4(a), the Trustees must provide RMS with an updated Trustee Change Notice addressing the issues raised by RMS within 30 Business Days after receipt of RMS's notice.

#### 1.6 **Acceptance of the Trustee Change Notice**

If RMS accepts the Trustee Change Notice in accordance with section 1.4(b):

- (a) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis of the Trustee Change Notice (as accepted by RMS); and
- (b) each Trustee's obligations under this deed will be varied in each case to the extent specified in the Trustee Change Notice (as accepted by RMS).

#### 1.7 **Rejection of the Trustee Change Notice**

- (a) If RMS rejects the Trustee Change Notice in accordance with section 1.4(c), RMS may require that:
  - (i) within a period of 5 Business Days after the date of RMS's notice under section 1.4(c), the parties commence consultation in good faith, and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Trustee Change Notice which are in dispute; and/or

- (ii) if the Date of Completion has occurred, the Trustees conduct a tender process (if it has not already done so) in accordance with paragraph 2.3(b).
- (b) If the parties reach agreement on the disputed matters in the Trustee Change Notice and RMS directs the Trustees to proceed with the Change (by notice titled "Change Order"):
  - (i) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis of the Trustee Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Trustee Change Notice which were in dispute); and
  - (ii) each Trustee's obligations under this deed will be varied in each case to the extent specified in the Trustee Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Trustee Change Notice which were in dispute).
- (c) If the parties are unable to reach agreement under section 1.7(a) within 10 Business Days after the later of:
  - (i) the commencement of the consultation; or
  - (ii) the outcome of the tender process is advised to RMS (if applicable),

RMS may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure. In resolving the dispute under the Dispute Resolution Procedure, the parties will, and will direct the expert or arbitrator to:

  - (i) have regard to the principles set out in section 1.3, to the extent relevant;
  - (iii) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
  - (iv) determine all matters required to enable the Change to be implemented.
- (d) If RMS refers the matter for dispute resolution, RMS may also direct the Trustees to proceed to implement (or procure the implementation of) the Change by a notice titled "Change Order" whether or not the matters in dispute have been agreed or determined in accordance with the Dispute Resolution Procedure. If RMS gives such a notice:
  - (i) the disputed matters will, until RMS and the Trustees otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by RMS. In making its determination, RMS will:
    - (A) have regard to the principles set out in section 1.3, to the extent relevant;
    - (B) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
    - (C) determine all disputed matters required to enable the Change to be implemented, including the changes required to any Project Documents within 18 Business Days of the referral of the Dispute;
  - (ii) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis determined reasonably by RMS, notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and

- (iii) any necessary adjustments will be made following the resolution of the matters in dispute.
- (e) Following resolution of the dispute referred for dispute resolution under section 1.7(c), RMS must (unless it has already exercised its right under section 1.7(d)) elect to do either of the following:
  - (i) require the Trustees to proceed to implement (or procure the implementation of) the Change in accordance with the Trustee Change Notice as varied by the resolution; or
  - (ii) except in the case of a Change contemplated in clauses 4A.3(i)(ii), 4A.4(p), 4B.3(i)(ii), 4D(b)(ii), 6.5(b)(iii), 6.7(a), 7.4(a), 25.2(b) or 39.1(c)(i), withdraw the proposed Change,
 

by notice to the Trustees (which in the case of section 1.7(e)(i) must be titled "Change Order").
- (f) If RMS gives the Trustees a Change Order pursuant to section 1.7(e)(i):
  - (i) the Trustees must proceed to implement (or procure the implementation of) the Change in accordance with the Trustee Change Notice (as varied by the resolution, once made); and
  - (ii) each Trustee's obligations under this deed will be varied in each case to the extent specified in the Trustee Change Notice (as varied by the resolution, once made).

## 1.8 **Withdrawal of the proposed Change**

If RMS withdraws the Change Proposal in accordance with section 1.4(d) or section 1.7(e)(ii), the Trustees are not obliged or permitted to carry out the Change Proposal.

## 1.9 **RMS may instruct the Trustees to proceed**

- (a) Whether or not:
  - (i) RMS has issued a Change Proposal under section 1.1(a); or
  - (ii) a Trustee has issued a Trustee Change Notice in response to a Change Proposal under section 1.2,

RMS may at any time instruct the Trustees to implement a Change by issuing a notice titled "Change Order". In these circumstances the matters set out in sections 1.2(a) and 1.2(c) will, until RMS and the Trustees otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by RMS.

- (b) In making its determination, RMS will:
  - (i) have regard to the principles set out in section 1.3, to the extent relevant;
  - (ii) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
  - (iii) determine all matters required to enable the Change to be implemented.
- (c) If a Trustee disagrees with a matter determined by RMS under this section 1.9:

- (i) the Trustees may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure;
- (ii) the Trustees must proceed to implement (or procure the implementation of) the Change on the basis determined by RMS notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and
- (iii) any necessary adjustments will be made following the resolution of the matters in dispute.

## 2. **CHANGES PROPOSED BY TRUSTEES**

### 2.1 **No Change without consent**

A Trustee must not, and must procure that its Related Parties do not, undertake any Change without RMS's prior consent.

### 2.2 **Trustee proposal**

- (a) A Trustee may propose a Change to RMS by giving RMS a written notice with details of:
  - (i) the proposed Change;
  - (ii) the reason for the proposed Change;
  - (iii) the Trustee's estimate of the Change Costs it will incur, or the Change Savings it will derive, by carrying out the proposed Change, substantiated (to the full extent possible) with a detailed breakdown;
  - (iv) the effect of the proposed Change on the Asset Trustee's Activities and the Project Trustee's Activities;
  - (v) the time within which the proposed Change will be implemented and the manner in which the Trustee proposes to implement (or procure the implementation of) the Change;
  - (vi) the effect of the proposed Change on the Overall D&C Program, the Subsidiary D&C Programs, the Date for SPI Interface Works Completion, the Date for Opening Completion and Date for Completion; and
  - (vii) the effect the Trustee anticipates the Change will have on the functionality or integrity of the elements of the Asset Trustee's Activities and the Project Trustee's Activities, the Project Works, the Temporary Works and the O&M Work and the quality or performance standards required by this deed, including specific details of:
    - (A) the elements of the Asset Trustee's Activities, the Project Trustee's Activities, the Project Works, the Temporary Works and the O&M Work that will be affected;
    - (B) how and to what extent the functionality or integrity of those elements will be affected;
    - (C) the quality or performance standards affected and how and to what extent they will be affected;

- (D) any adverse effect which the Change will have on the ability of a Trustee to satisfy its obligations under this deed (including any warranties each Trustee is required to give under this deed); and
  - (E) any adverse effect which the Change will have on the Trustees ability to achieve Final Handover in accordance with the requirements of this deed.
- (b) If a Trustee proposes a Change under this section 2.2, the Trustee will, if required by RMS, give to RMS:
- (i) a written statement from the Trustee stating that the proposed Change:
    - (A) will not adversely affect the functional integrity of any of the elements of the Asset Trustee's Activities, the Project Trustee's Activities and the performance standards required by this deed; and
    - (B) will not adversely affect the quality standards, warranties and other obligations required under this deed;
  - (ii) a written statement confirming that the Trustee has appropriate financial and technical resources to undertake the proposed Change; and
  - (iii) any other information and supporting documentation RMS's Representative reasonably requires.

### 2.3 **RMS may approve or reject**

- (a) Subject to section 2.3(b), RMS:
- (i) (in its absolute discretion) may, by notice in writing, approve (with or without conditions) or reject any Change a Trustee proposes; and
  - (ii) will be under no obligation to approve any such Change for the convenience of, or to assist, the Trustees.
- (b) If, prior to the Date of Opening Completion:
- (i) an event or circumstance occurs which prevents the Asset Trustee from achieving Opening Completion or Completion, other than an event or circumstance arising as a consequence of:
    - (A) a Trustee's failure to comply with its obligations under a Project Document;
    - (B) a breach by a Trustee of its warranties under a Project Document;
    - (C) a wrongful act or omission of a Trustee or its Related Parties; or
    - (D) a failure by a Trustee or any of its Related Parties to comply with any Law; and
  - (ii) the Asset Trustee proposes a Change to the SWTC pursuant to section 2.2 to enable the Asset Trustee to complete the Project Works at the Asset Trustee's cost and risk,

then RMS must act reasonably in considering the proposed Change.

- (c) Prior to giving any notice under section 2.3(d), RMS's Representative may seek to negotiate with a Trustee over the amount of the Change Costs or Change Savings arising from the proposed Change. If the parties agree the amount of the Change Costs or Change Savings arising from the proposed Change, the Trustee's notice will be deemed to be amended by the inclusion of this different amount of Change Costs or Change Savings in place of the original Change Costs or Change Savings notified by the Trustee.
- (d) If RMS approves a Change proposed by a Trustee:
  - (i) RMS will issue a written notice entitled "Change Order";
  - (ii) the Trustees must thereafter implement (or procure the implementation of) the Change on the basis approved by RMS; and
  - (iii) each Trustee's obligations under this deed will be varied in each case to the extent specified in the Trustee's notice issued under section 2.2(a) and approved by RMS.

#### 2.4 **Trustee risk**

Unless otherwise agreed in writing by RMS, the Trustees will:

- (a) bear all risk and costs:
  - (i) associated with proposing a Change and providing the details under section 2.2(a) and complying with section 2.2(b);
  - (ii) reasonably incurred by RMS (or RMS's Representative) in assessing the proposed Change (such costs to be a debt due and payable from the Trustees to RMS); and
  - (iii) associated with implementing (or procuring the implementation of) the proposed Change, including obtaining and maintaining any Approvals necessary to implement the Change; and
- (b) not be entitled to make any Claim against RMS arising out of or in connection with the Change proposed by a Trustee and approved by RMS under section 2.3.

#### 3. **CHANGES AFTER THE DATE OF COMPLETION**

If the Project Trustee or Asset Trustee implements a Change under this Schedule 37 after the Date of Completion, that Trustee must:

- (a) in the case of a Change proposed by RMS, at RMS's cost; or
- (b) in the case of a Change proposed by a Trustee, at that Trustee's cost,

provide RMS with a certificate from an independent certifier satisfactory to RMS (acting reasonably) certifying that the Change has been carried out in accordance with the Change Order and this deed.



**SCHEDULE 38**

**Pre-Agreed Changes**

(Clause 14.2)

The following table sets out the Pre-Agreed Changes that may be directed by RMS's Representative pursuant to clause 14.2. RMS's Representative must direct the relevant Pre-Agreed Change by the "Exercise Date" identified in the table below.

The amounts in the column titled "Change Cost" includes all overheads and profit margins.

<b>Item</b>	<b>A</b>																								
Pre-Agreed Change (PAC)	Specified Local Area Works.																								
Description of Pre-Agreed Change	Inclusion of specified Local Areas Works within the scope of the Project Works.																								
Change Cost	\$██████████ plus GST of \$██████████ = \$██████████																								
Timing and Method of Payment	<p>To be paid on or before the 15th day of July in each financial year as follows:</p> <table border="1"> <thead> <tr> <th>Financial year ending</th> <th>Amount payable (excl GST)</th> <th>GST</th> <th>Total amount payable (incl GST)</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$█</td> <td>\$█</td> <td>\$█</td> </tr> <tr> <td>2017</td> <td>\$██████████</td> <td>\$██████████</td> <td>\$██████████</td> </tr> <tr> <td>2018</td> <td>\$██████████</td> <td>\$██████████</td> <td>\$██████████</td> </tr> <tr> <td>2019</td> <td>\$██████████</td> <td>\$██████████</td> <td>\$██████████</td> </tr> <tr> <td>2020</td> <td>\$██████████</td> <td>\$██████████</td> <td>\$██████████</td> </tr> </tbody> </table>	Financial year ending	Amount payable (excl GST)	GST	Total amount payable (incl GST)	2016	\$█	\$█	\$█	2017	\$██████████	\$██████████	\$██████████	2018	\$██████████	\$██████████	\$██████████	2019	\$██████████	\$██████████	\$██████████	2020	\$██████████	\$██████████	\$██████████
Financial year ending	Amount payable (excl GST)	GST	Total amount payable (incl GST)																						
2016	\$█	\$█	\$█																						
2017	\$██████████	\$██████████	\$██████████																						
2018	\$██████████	\$██████████	\$██████████																						
2019	\$██████████	\$██████████	\$██████████																						
2020	\$██████████	\$██████████	\$██████████																						
Impact on this deed	<p>The following "Local Road Upgrades" described in Part A of the SWTC will form part of the Project Works:</p> <ul style="list-style-type: none"> <li>(a) widening of Euston Road between Campbell Road to the intersection with Sydney Park Road and Huntley Street;</li> <li>(b) widening of Campbell Road/Street between Burrows Road to the intersection with Unwins Bridge Road and May Street;</li> <li>(c) a new eastward extension of Campbell Road across Alexandra Canal to intersect with Bourke Road and then onto the intersection of Bourke Road and Gardeners Road;</li> <li>(d) pedestrian and cycleway bridge over northern ramps;</li> <li>(e) pedestrian and cycleway bridge over Campbell Road; and</li> <li>(f) upgrades of existing intersections described above.</li> </ul>																								

Item	A
Exercise Date	At Financial Close

## **SCHEDULE 39**

### **Compensation Event**

(Clause 16.9)

#### **1. CLAIM FOR COMPENSATION**

To claim compensation in respect of a Compensation Event, the Asset Trustee must:

- (a) within 10 Business Days after the Asset Trustee first becomes aware (or should reasonably have first become aware) of the commencement of a Compensation Event causing a delay, submit a written claim to RMS's Representative for compensation which:
  - (i) gives detailed particulars of the delay and the occurrence causing the delay;
  - (ii) details of the Trustee's Delay Costs and Trustee's Revenue Loss referred to in clause 16.9(c) and how those costs have been calculated; and
  - (iii) states the number of days for which the compensation is claimed together with the basis of calculating that period, including evidence that:
    - (A) by reference to the most recent, updated Overall D&C Program provided to the Independent Certifier pursuant to clause 16.3(c) of this deed (which may further be updated to take into account changes to the program for the Asset Trustee's Activities and delays which may have occurred since the provision of the last Overall D&C Program provided to the Independent Certifier), the delay involves an activity which is critical to the maintenance of progress in the execution of the Asset Trustee's Activities and which will delay it in achieving Opening Completion or Completion in the manner described in section 2(a)(iii); and
    - (B) the conditions precedent to any compensation in section 2(a) have been satisfied; and
- (b) if the effects of the delay continue beyond the 10 Business Day period referred to in section 1(a) and the Asset Trustee wishes to claim compensation in respect of the further delay, submit a further written claim to RMS's Representative:
  - (i) every 10 Business Days after the first written claim until 5 Business Days after the end of the effects of the delay; and
  - (ii) containing the information required by section 1(a).

RMS's Representative may, within 10 Business Days after receiving the Asset Trustee's claim or further claim for compensation, by written notice to the Asset Trustee, request additional information in relation to the claim or further claim. The Asset Trustee must, within 10 Business Days of receiving such request, provide RMS's Representative with the information requested.

#### **2. CONDITION PRECEDENT TO COMPENSATION**

- (a) It is a condition precedent to the Asset Trustee's entitlement to compensation in respect of a Compensation Event that:
  - (i) the Asset Trustee must give the notices and claims required by section 1 as required by that section;

- (ii) the cause of the delay was beyond the reasonable control of the Trustees and their Related Parties; and
  - (iii) the Asset Trustee is actually, or will be, delayed in achieving Opening Completion or Completion (as applicable) by the Compensation Event.
- (b) If the conditions precedent in section 2(a) are not satisfied:
- (i) RMS will not be liable upon any Claim by either of the Trustees or their Related Parties; and
  - (ii) the Asset Trustee and its Related Parties will be absolutely barred from making any Claim against RMS,
- arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

### 3. **PAY COMPENSATION**

- (a) Subject to section 3(b), if the conditions precedent in section 2(a) have been satisfied, RMS must pay compensation in respect of a Compensation Event for a reasonable period (which must not be less than the period the D&C Contractor receives the equivalent compensation for under the D&C Deed), such period to be as stated by RMS's Representative and notified to RMS and the Asset Trustee within 15 Business Days after the latest of the:
- (i) Asset Trustee's last claim under section 1(b); or
  - (iii) provision by the Asset Trustee of any additional information requested by RMS's Representative under section 1.
- (b) The failure of RMS to pay any compensation, or to pay compensation within the time prescribed by this section 3, will not prevent RMS from subsequently exercising its discretion under section 3(d).
- (c) In respect of each claim for compensation in respect of a Compensation Event under section 1, the Asset Trustee's entitlement to compensation will be reduced to the extent to which a Trustee or any of their Related Parties:
- (i) could have lessened or avoided the delay if they had taken all reasonable steps both to preclude the cause of the delay and to avoid or minimise the consequences of the delay, including the expenditure of reasonable sums of money and taking reasonable steps to Mitigate the cause of the delay or re-schedule within the Overall D&C Program or the Asset Trustee's Activities affected by the delay; or
  - (ii) caused or contributed to the delay.
- (d) RMS's Representative may in its absolute discretion for any reason and at any time, from time to time, by notice in writing to the Asset Trustee, unilaterally pay compensation for any period specified in a notice to the Asset Trustee. The power to pay compensation under this section 3(d):
- (i) may be exercised whether or not the Asset Trustee has made, or is entitled to make, a claim for compensation in respect of a Compensation Event or is entitled to be, or has been, paid compensation under this Schedule 39;

- (ii) subject to section 3(d)(iii), may only be exercised by RMS's Representative and RMS's Representative is not required to exercise its discretion under this section 3(d) for the benefit of the Asset Trustee or the Project Trustee;
  - (iii) without limiting clause 8.1, may be exercised or not exercised (as the case may be) by RMS's Representative in accordance with the directions of RMS; and
  - (iv) is not a Direction which can be the subject of a Dispute pursuant to the Dispute Resolution Procedure or in any way opened up or reviewed by any other person (including any expert, arbitrator or court).
- (e) Where there are several causes of delay to Opening Completion or Completion and at least one of those causes is not a Compensation Event , then, to the extent the delays resulting from those causes are concurrent, the Asset Trustee will not be entitled to compensation in respect of a Compensation Event under this section 3.

## **SCHEDULE 40**

### **Conditions precedent to SPI Interface Works Completion, Opening Completion and Completion**

(Clause 16)

#### **Part AA – Conditions precedent to SPI Interface Works Completion**

1. The SPI Interface Works are complete in accordance with this deed except for minor Defects which:
  - (a) do not prevent the SPI Interface Works from being reasonably capable of being used for their intended purpose;
  - (b) can be corrected without prejudicing the convenient or intended use of the SPI Interface Works; and
  - (c) the Asset Trustee has reasonable grounds for not promptly rectifying.
2. The Asset Trustee has:
  - (a) carried out and passed all tests which:
    - (i) are required under this deed to be carried out and passed before the SPI Interface Works reach SPI Interface Works Completion;
    - (ii) must necessarily be carried out and passed before the SPI Interface Works can be used for their intended purpose; and
    - (iii) must necessarily be carried out to verify that the SPI Interface Works are in the condition this deed requires them to be in at SPI Interface Works Completion;
  - (b) obtained all Approvals that it is required to obtain under this deed in connection with the SPI Interface Works before the achievement of SPI Interface Works Completion and provided such Approvals to RMS's Representative; and
  - (c) executed a certificate in the form of Schedule 41 and provided it to RMS's Representative and the Independent Certifier.
3. The Quality Manager has executed a certificate in the form of Appendix C to Schedule 36 and provided it to the RMS's Representative.
4. RMS has been provided with:
  - (a) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 36 on all quality issues; and
  - (b) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 36.
5. The Asset Trustee has done all other things which this deed requires it to have done as a condition precedent to SPI Interface Works Completion.

#### **Part A - Conditions precedent to Opening Completion**

1. The Project Works are complete in accordance with this deed except for minor Defects which:
  - (a) do not prevent the Project Works from being reasonably capable of being used for their intended purpose;
  - (b) can be corrected without prejudicing the convenient or intended use of the Project Works; and
  - (c) the Asset Trustee has reasonable grounds for not promptly rectifying.
2. The Asset Trustee has:
  - (a) carried out and passed all tests, including Operational Readiness Evaluation, which:
    - (i) are required under this deed to be carried out and passed before the Project Works reach Opening Completion;
    - (ii) must necessarily be carried out and passed before the Project Works can be used for its intended purpose; and
    - (iii) must necessarily be carried out to verify that the Project Works are in the condition this deed requires them to be in at Opening Completion;
  - (b) obtained all Approvals that it is required to obtain under this deed before Opening Completion of the Project Works and provided such Approvals to RMS's Representative;
  - (c) executed a certificate in the form of Schedule 41 and provided it to RMS's Representative and the Independent Certifier; and
  - (d) carried out and passed all audits and tests identified in Appendix B.10 (Toll Collection System), Attachment B.10-1, section 5.3.5 of Part A of the SWTC.
3. The Quality Manager has executed a certificate in the form of Appendix C to Schedule 36 and provided it to RMS's Representative.
4. The Asset Trustee has, in respect of any Extra Land occupied or used in connection with the Project Works:
  - (a) rehabilitated the Extra Land in accordance with the requirements of all relevant Authorities, RMS, the owners or occupiers of the Extra Land and from other persons having an interest in such Extra Land and this deed; and
  - (b) provided RMS's Representative with:
    - (i) properly executed releases on terms satisfactory to RMS's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having an interest in such Extra Land; or
    - (ii) if the Asset Trustee is unable to obtain such a release despite using its best endeavours to do so, a statement from the Asset Trustee to the effect that such owner or occupier, or other person having an interest in the Extra Land, has failed or refused to execute such a release within 15 Business Days of it being provided by the Asset Trustee to the owner, occupier or other person following completion of the work on the Extra Land.
5. Not used.

6. RMS has been provided with:
- (a) all certificates required by this deed;
  - (b) a copy of all signed independent road safety audits required by section 5.15 of Part A of the SWTC;
  - (c) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 36 on all quality issues;
  - (d) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 36;
  - (e) copies of all site investigation reports and property conditions surveys pursuant to section 4.2 and 4.3 of Part A of the SWTC;
  - (f) details of the location of Utility Services pursuant to section 6.3 of Part A of the SWTC;
  - (g) copies of Approvals from Authorities for the drainage design pursuant to section 5.22 of Part A of the SWTC; and
  - (h) all the 'as constructed' documentation and reports required by and in accordance with the Project Documentation Schedule.
7. RMS has been provided with:
- (a) a copy of the O&M Manuals and the revised O&M Plan, each as prepared in accordance with this deed;
  - (b) copies of all Approvals required to be obtained by the Project Trustee under this deed to open, use and operate the Motorway;
  - (c) evidence of the insurance policies required by section 2 of Schedule 46 being effected in accordance with this deed;
  - (d) notices in accordance with clause 16.11(c)(i);
  - (e) a written notice of the kind referred to in clause 17.3(a)(i) of the Project Deed from the relevant Authority for each discrete part of the Local Area Works which is required to be completed;
  - (f) a written notice of the kind referred to in clause 17.4(a)(i) of the Project Deed from the relevant Authority for of each discrete part of the Utility Service Works which is necessary or required to be completed so that the New M5 Main Works may be opened to the public for the safe, efficient and continuous passage of motor vehicles;
  - (g) the inventory details required in accordance with section 9.2 of Part A of the SWTC; and
  - (h) a copy of the incident management plan and the revised incident management plan, each as prepared in accordance with this deed.
8. RMS, in consultation with Fire and Rescue NSW, has accepted the materials relevant to Fire and Rescue NSW that are contained in the Project Works and all relevant systems within the Project Works, including the automatic fire protection system, the capacity of the deluge system, any fire hydrant system booster points not located at the portals of the New M5 Main Works and all other fire fighting equipment.



9. RMS has (acting reasonably) approved the Asset Trustee's inputs to populate the Asset Management System as required under section 9.2 of Part A of the SWTC.
10. RMS has received and (acting reasonably) approved the durability assessment reports required by section 5.3 and Appendix C.2 to Part A of the SWTC.
11. RMS has been provided with an unconditional undertaking for \$ [REDACTED] which satisfies the requirements of clause 10.1 of this deed.
12. The Asset Trustee has done all other things which this deed requires it to have done as a condition precedent to Opening Completion.

## **Part B - Conditions precedent to Completion**

1. The Asset Trustee has:
  - (a) passed the Operational Acceptance Tests, which have been run for 30 consecutive days under live traffic;
  - (b) Given to RMS's Representative:
    - (i) a copy of "as built" drawings of the Project Works pursuant to section 9.1 and Appendix C.2 of Part A of the SWTC; and
    - (ii) copies of all property and land survey information that is required to be prepared in accordance with the SWTC and any other information that is required by RMS to enable RMS to prepare and register plans of consolidation and subdivision in respect of the Motorway Stratum and for the M5 Leases to be prepared, executed and registered;
  - (c) given to RMS's Representative all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Project Works which:
    - (i) are required by this deed to be given to RMS's Representative before Completion; or
    - (ii) must necessarily be handed over before the Project Works can be used for their intended purpose,  
  
including copies of all documentation in accordance with the requirements of Appendix C.2 of Part A of the SWTC;
  - (d) executed a certificate in the form of Schedule 41 and provided it to RMS's Representative and the Independent Certifier;
  - (e) removed all rubbish, surplus materials (including Materials), Construction Plant and Temporary Works from the Construction Site and Extra Land except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by RMS's Representative;
  - (f) removed all signs erected in accordance with clause 15.5 and made good any damage caused by the removal of those signs; and
  - (g) reinstated the Temporary Areas and any other land affected by or used for the purposes of the Temporary Works to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the Temporary Area

which this deed (including the SWTC) specifies need not be reinstated (including where Asset Trustee is required to demolish buildings on the Temporary Area).

2. The Asset Trustee has done all other things which this deed requires it to have done as a condition precedent to Completion.

**SCHEDULE 41**

**Asset Trustee's Certificate**

(Clause 16.11(d))

To: RMS's Representative / the Independent Certifier

From: WCX M5 AT Pty Ltd (ACN 608 798 081) as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**)

Copy: WCX M5 PT Pty Ltd (ACN 608 798 465) in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977) (**Project Trustee**)

In accordance with the terms of clause 16.11(d) of the deed between (1) Roads and Maritime Services (ABN 76 236 371 088) (**RMS**) and WCX M5 AT Pty Ltd (ACN 608 798 081) in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283) (**Asset Trustee**) dated [ ], we hereby certify that [SPI Interface Works Completion/Opening Completion/Completion] of the [SPI Interface Works/Project Works] has been achieved by the Asset Trustee on [ ] in accordance with the terms and conditions of the deed between RMS, the Asset Trustee and the Project Trustee dated [ ] with respect to the Project.

.....

Signed for and on behalf of  
[insert name of the Asset Trustee]



**SCHEDULE 43**

**Independent Certifier's Certificate – SPI Managing Contractor Works**

(Clause 11.12(c))

**[ON INDEPENDENT CERTIFIER LETTERHEAD]**

[*insert date*]

RMS's Representative

[***insert address***]

Asset Trustee

[***insert address***]

Project Trustee

[***insert address***]

Contractor

[***insert address***]

Dear [*insert name*]

We refer to clause 11.12(c) of the Project Deed and hereby certify that the SPI Managing Contractor Works:

\*[have been carried out in accordance with the SPI Managing Contractor Works SWTC]

OR

\*[have been carried out in accordance with the SPI Managing Contractor Works SWTC other than the following elements which have not been carried out in accordance with the SPI Managing Contractor Works SWTC:

(a) [insert]]

\*[Delete whichever of the above does not apply.]

[  
] for and on behalf of the Independent Certifier

## **SCHEDULE 44**

### **Overall D&C Program**

The documents that form Schedule 44 (Overall D&C Program) are inserted into a separate volume of the Project Deed and identified as "WestConnex – M5 Project Deed – Schedule 44 (Overall D&C Program)".

**PART D**  
**FINANCIAL**

## SCHEDULE 44A

### Toll Calculation Schedule

(Clause 21.1)

#### Part A – Introduction

##### 1. Introduction

This Schedule 44A sets out the method of calculating the Tolls for the Motorway for the purposes of clause 21.1. This Schedule provides for:

- (a) tolls on the New M5 Motorway and the M5 East Motorway from Opening Completion of the New M5 Motorway;
- (b) the arrangements for the allocation of tolls between the New M5 Motorway and the M5 East Motorway and other stages of the WestConnex scheme in accordance with the tolling policy for the WestConnex schemes, from the commencement of tolling of WestConnex Stage 3; and
- (c) the Tolls for the M5 West Motorway from 11 December 2026, which are separate to the tolling policy for the WestConnex scheme and are not adjusted or impacted by the tolls on any of the stages of WestConnex scheme.

#### Part B – Definitions

##### 2. Definitions

The following terms where used in this Schedule 44A will have the meanings given below:

**Administration Charge** means a fee for administering the use of the Motorway by Casual Users, as determined in accordance with section 15 of this Schedule 44A.

**Base Toll Cap** means the toll cap specified in section 4.3 of this Schedule 44A as adjusted in accordance with sections 5.3 and 8.3 of this Schedule 44A.

**Base Toll Flag Fall** means the toll specified in section 4.1 of this Schedule 44A as adjusted in accordance with sections 5.1 and 8.1 of this Schedule 44A.

**Base Toll Rate** means the rate specified in section 4.2 of this Schedule 44A as adjusted in accordance with sections 5.2 and 8.2 of this Schedule 44A.

**Casual User** means a user of the Motorway who does not pay for that use with a Tag at the time of their trip.

**Casual User System** means the system and equipment used to manage, process and administer revenue collection from Casual Users including office premises and fit out, hardware, software and office systems.

**Charge Toll** means, for a Vehicle Class and year, the toll calculated in accordance with section 8 of this Schedule 44A.

**Equalisation Factor** means, for a Tollable Section, the number set out in section 7.1 of this Schedule 44A.

**Heavy Vehicle** means a Vehicle which is not a Passenger Vehicle.

**Home Trip Percentage** means the percentage calculated under section 9.3.



**M5W Base Toll** means, for a Tollable Section, the toll specified in the table set out in section 12 of this Schedule 44A as adjusted in accordance with section 14 of this Schedule 44A.

**M5W Charge Toll** means, for a Tollable Section and Vehicle Class and Quarter, the toll calculated in accordance with section 14 of this Schedule 44A.

**M5W Theoretical Toll** means, for a M5W Tollable Section and Quarter, the theoretical toll calculated in accordance with section 12 of this Schedule 44A.

**M5W Tollable Section** means:

- (a) Tollable Section A; or
- (b) Tollable Section B,

each being a part of the M5 West Motorway as described in the table set out in section 11 of this Schedule 44A.

**Passenger Vehicle** means any Vehicle (including any trailer or caravan) which is:

- (a) 2.8 meters or less in height; and
- (b) 12.5 meters or less in length.

**Tag** means an electronic device which enables the user to pay tolls on tollroads (including the Motorway) by means of an electronic toll collection system.

**Theoretical Toll** means the theoretical toll calculated in accordance with section 5 of this Schedule 44A.

**Theoretical Toll Cap** means the theoretical cap calculated in accordance with section 5.3 of this Schedule 44A.

**Theoretical Toll Flag Fall** means the theoretical toll flag fall calculated in accordance with section 5.1 of this Schedule 44A.

**Theoretical Toll Rate** means the theoretical rate calculated in accordance with section 5.2 of this Schedule.

**Tollable Section** means the sections of the Motorway set out in section 7.1 of this Schedule 44A.

**Trip** means journey by a Vehicle on the New M5 Motorway or the M5 East Motorway which commences when the Vehicle enters the New M5 Motorway or the M5 East Motorway and ends when the Vehicle leaves the New M5 Motorway or the M5 East Motorway. If after leaving either the New M5 Motorway or the M5 East Motorway the Vehicle re-enters either the New M5 Motorway or the M5 East Motorway then it commences a new Trip.

**Vehicle** means a vehicle which is used or intended to be used on a road which has its own motive power (other than human or animal power) including buses, cars, taxis, motor cycles and trucks.

**Vehicle Class** means each category of Vehicle referred to in the table in section 8 of this Schedule 44A.

**WestConnex Trip** means a journey by a Vehicle on any WestConnex Motorway. If after leaving a WestConnex Motorway (other than by moving onto another WestConnex

Motorway) the Vehicle re-enters any WestConnex Motorway then it commences a new WestConnex Trip.

**WestConnex Motorway** means each and any of:

- (a) M4 Motorway,
- (b) New M5 Motorway;
- (c) the M5 East Motorway; and
- (d) the M4/M5 Link Motorway.

### **Part C – New M5 Motorway and M5 East Motorway Tolls**

#### **3. Toll**

Subject to sections 8.5(a), 8.5(b) and 17 and Part D of this Schedule 44A, the Project Trustee may levy a toll for use of the New M5 Motorway and the M5 East Motorway (or part of it) for the passage of a Vehicle in a Tollable Section during the Term which does not exceed the Charge Toll for a Vehicle of that Vehicle Class for that Tollable Section for the relevant year.

#### **4. M5 Base Toll Flag Fall, Rate and Toll Cap**

##### **4.1 Base Toll Flag Fall**

The Base Toll Flag Fall is set at 2012 dollars and is \$1.00, including GST.

##### **4.2 Base Toll Rate**

The Base Toll Rate is set at 2012 dollars and is \$0.37 per kilometre, including GST.

##### **4.3 Base Toll Cap**

The Base Toll Cap is set at 2012 dollars and is \$7.07, including GST.

#### **5. M5 Theoretical Toll Flag Fall, Rate and Toll Cap**

##### **5.1 M5 Theoretical Toll Flag Fall**

- (a) The Project Trustee must review and re-calculate the Theoretical Toll Flag Fall for use of the New M5 Motorway and the M5 East Motorway once each year in accordance with this section 5.1 of this Schedule 44A such to take effect on and from 1 January of that year.
- (b) The Theoretical Toll Flag Fall for use of the Motorway for a year must be calculated in accordance with the following formula:

$$\text{Theoretical Toll Flag Fall}_n = \text{Theoretical Toll Flag Fall}_{n-1} \times \text{Growth Factor}_n$$

provided that Theoretical Toll Flag Fall<sub>n</sub> cannot be less than Theoretical Toll Flag Fall<sub>n-1</sub>

Where:

Theoretical Toll Flag Fall<sub>n</sub> = the Theoretical Toll Flag Fall for use of the New M5 Motorway and the M5 East Motorway for the current year;

Theoretical Toll Flag Fall  $n-1$  = the Theoretical Toll Flag Fall for use of the New M5 Motorway and the M5 East Motorway for the immediately preceding year (or the Base Toll Flag Fall for the first calculation for 2013);

Growth Factor  $n$  = the greater of:

$CPI_{n-2}/CPI_{n-3}$ ; and

at any time prior to 31 December 2040, 1.04 and thereafter 1.00;

$CPI_{n-2}$  = at any date, the CPI for the Quarter which is 2 Quarters prior to the current year; and

$CPI_{n-3}$  = at any date, the CPI for the Quarter which is 6 Quarters prior to the current year.

## 5.2 **M5 Theoretical Toll Rate**

- (a) The Project Trustee must review and re-calculate the Theoretical Rate once each year in accordance with this section 5.2 of this Schedule 44A.
- (b) The Theoretical Toll Rate for a year must be calculated in accordance with the following formula:

Theoretical Toll Rate  $n$  = Theoretical Toll Rate  $n-1$  x Growth Factor  $n$

provided that Theoretical Toll Rate  $n$  cannot be less than Theoretical Toll Rate  $n-1$

Where:

Theoretical Toll Rate  $n$  = the Theoretical Toll Rate for the current year;

Theoretical Toll Rate  $n-1$  = the Theoretical Toll Rate for the immediately preceding year (or the Base Toll Rate for the first calculation for 2013);

Growth Factor  $n$  = the greater of:

$CPI_{n-2}/CPI_{n-3}$ ; and

at any time prior to 31 December 2040, 1.04 and thereafter 1.00;

$CPI_{n-2}$  = at any date, the CPI for the Quarter which is 2 Quarters prior to the current year; and

$CPI_{n-3}$  = at any date, the CPI for the Quarter which is 6 Quarters prior to the current year.

## 5.3 **M5 Theoretical Toll Cap**

- (a) The Project Trustee must review and re-calculate the Theoretical Cap for use of the New M5 Motorway and the M5 East Motorway once each year in accordance with this section 5.3 of this Schedule 44A.
- (b) The Theoretical Toll Cap for use of the New M5 Motorway and the M5 East Motorway for a year must be calculated in accordance with the following formula:

Theoretical Toll Cap $n$  = Theoretical Toll Cap $n-1$  x Growth Factor  $n$

provided that Theoretical Toll Cap $n$  cannot be less than Theoretical Toll Cap $n-1$

Where:

Theoretical Toll Cap  $n$  = the Theoretical Toll Cap for use of the New M5 Motorway and the M5 East Motorway for the current year;

Theoretical Toll Cap  $n-1$  = the Theoretical Toll Cap for use of the New M5 Motorway and the M5 East Motorway for the immediately preceding year (or the Base Toll Cap for the first calculation for 2013);

Growth Factor  $n$  = the greater of:

$CPI_{n-2}/CPI_{n-3}$ ; and

at any time prior to 31 December 2040, 1.04 and thereafter 1.00;

$CPI_{n-2}$  = at any date, the CPI for the Quarter which is 2 Quarters prior to the current year; and

$CPI_{n-3}$  = at any date, the CPI for the Quarter which is 6 Quarters prior to the current year.

## 6. GST Rate Changes

- (a) If, at any time during the period between the date of this deed and the end of the Term, the rate of applicable GST under GST law changes from the GST applicable at the date of this deed (**GST Rate Change**), the Base Toll Rate and Base Toll Flag Fall and the Base Toll Cap which will apply for the purposes of section 4 of this Schedule 44A after the date on which the GST Rate Change becomes effective will be adjusted in accordance with the following formula:

(i)  $\text{Base Toll Rate} = Y \times [1 + X]$

Where:

the Base Toll Rate amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005);

$X$  = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change; and

$Y = \$0.3364$ ; and

(ii)  $\text{Base Toll Flag Fall} = Y \times [1 + X]$

Where:

the Base Toll Flag Fall amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005);

$X$  = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change; and

$Y = \$0.9091$ .

- (b) If a GST Rate Change occurs the first calculation under section 5 of this Schedule 44A must be re-calculated using the revised Base Toll Rate and Base Toll Flag Fall calculated in accordance with section 6(a) and the series of Quarterly calculations that has taken place under sections 5.1 and 5.2 of this Schedule 44A after that first calculation must also be recalculated, by reference to the revised first calculation

and the series of relevant Growth Factors that were used for the initial series of Quarterly calculations.

- (c) If, at any time during the period between the date of this deed and the end of the Term, a GST Rate Change occurs, the Base Toll Cap which will apply for the purposes of section 4.3 of this Schedule 44A after the date on which the GST Rate Change becomes effective will be the Base Toll Cap adjusted in accordance with the following formula:

$$\text{Base Toll Cap} = Y \times [1 + X]$$

Where:

the Base Toll Cap amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005)

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change; and

Y = \$6.4273.

- (d) If a GST Rate Change occurs the first calculation under section 5 of this Schedule 44A must be re-calculated using the revised Base Toll Cap calculated in accordance with section 6(c) and the series of Quarterly calculations that has taken place under section 5.3 of this Schedule 44A after that first calculation must also be re-calculated, by reference to the revised first calculation and the series of relevant Growth Factors that were used for the initial series of Quarterly calculations.

## 7. Lengths of Tollable Sections

### 7.1 Lengths of Tollable Sections

For the purposes of this Schedule 44A, the length of each Tollable Section and the Equalisation Factor of each Tollable Section will be taken to be as set out in the following table:

#### WCX STAGE 2 TOLL EQUALISATION FACTORS

##### Eastbound Trips

Section	Distance	Equalisation Factor
King Georges Road to Bexley Road	3.30	1.00
King Georges Road to Princes Highway	6.91	1.25
King Georges Road to Marsh Street	7.21	1.24
King Georges Road to GHD	9.33	1.18
King Georges Road to Campbell Road	11.03	1.00
Kingsgrove Road to Princes Highway	4.68	1.36
Kingsgrove Road to Marsh Street	4.98	1.34
Kingsgrove Road to GHD	7.10	1.24

## WCX STAGE 2 TOLL EQUALISATION FACTORS

### Westbound Trips

Section	Distance	Equalisation Factor
Campbell Road to King Georges Road	11.03	1.00
GHD to King Georges Road	9.33	1.18
GHD to Kingsgrove Road	7.10	1.24
Marsh Street to Kingsgrove Road	4.98	1.34
Marsh Street to King Georges Road	7.21	1.24
Bexley Road to King Georges Road	3.30	1.00

### 7.2 Length of new Tollable Sections created by additional connections to the Motorway

- (a) RMS and Project Trustee acknowledge that:
- (i) a Tollable Section set out in section 7.1 of this Schedule 44A may be divided into two or more new Tollable Sections if a road is connected to the New M5 Motorway and the M5 East Motorway at a location other than those locations identified in section 7.1 of this Schedule 44A as the limits of a Tollable Section; and
  - (ii) the modification or addition of a connection at the limit of a Tollable Section identified in section 7.1 of this Schedule 44A does not entitle a Party to seek to change the length of that Tollable Section.
- (b) RMS and Project Trustee agree that (so far as is practicable) to determine the lengths of new Tollable Sections, the lengths of new Tollable Sections will be determined by reference to the location at which the centreline of the connecting road crosses the centreline running between the New M5 Motorway and the M5 East Motorway carriageways.
- (c) If RMS or the Project Trustee (the "Requesting Party") wishes to create new Tollable Sections from those set out in section 7.1 of this Schedule 44A to reflect the connection of a road to the New M5 Motorway and the M5 East Motorway then the Requesting Party may give written notice to the other Party (the "Responding Party") specifying the lengths of the proposed new Tollable Sections.
- (d) The Responding Party must advise the Requesting Party within 30 days of receiving a notice under section 7.2(c) of this Schedule 44A:
- (i) that it accepts the lengths of the new Tollable Sections proposed by the Requesting Party; or
  - (ii) that it rejects the lengths of the new Tollable Sections proposed by the Requesting Party.
- (e) If the Responding Party fails to respond for any reason within the 30 day period referred to in section 7.2(d) of this Schedule 44A, it will be taken to have accepted the lengths of the new Tollable Sections proposed by the Requesting Party.

- (f) If the Requesting Party rejects the lengths of the new Tollable Sections proposed by the Requesting Party then the Requesting Party may refer the matter for dispute resolution in accordance with clause 32.

## 8. Charge Toll

### 8.1 Flag Fall Toll

The Flag Fall Toll for a Trip on New M5 Motorway or the M5 East Motorway will be calculated in accordance with the following formula:

$$\text{Flag Fall Toll} = A \times B$$

Where:

A = the Theoretical Toll Flag Fall for the year during which the Trip occurs; and

B = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

### 8.2 Toll Rate

The Toll Rate for a Trip will be calculated in accordance with the following formula:

$$\text{Toll Rate} = A \times B \times C \times D$$

Where:

A = the sum in km to 2 decimal places of the lengths of the Tollable Sections through which the Vehicle passes during the Trip on the New M5 Motorway and the M5 East;

B = the Equalisation Factor for that Tollable Section;

C = the Theoretical Toll Rate for the year during which the Trip on the New M5 Motorway and the M5 East occurs; and

D = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

### 8.3 Toll Cap

The Toll Cap for a Trip will be calculated in accordance with the following formula:

$$\text{Toll Cap} = A \times B$$

Where:

A = Theoretical Toll Cap; and

B = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

### 8.4 Charge Toll

Subject to sections 8.1 and 8.2 and Part D of this Schedule 44A, Project Trustee may levy a toll for each Trip by a Vehicle on the New M5 Motorway and the M5 East Motorway which is an amount determined by the following formula:

$$\text{Charge Toll} = A - B$$

Where

A = the lesser of:

(a) the sum of:

- (i) the Flag Fall Toll for that Trip on the New M5 Motorway and the M5 East Motorway for that Vehicle, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); and
- (ii) the Toll Rate for that Trip on the New M5 Motorway and the M5 East Motorway for that Vehicle, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); and

(b) the Toll Cap for that Vehicle, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); and

B = the amount determined under either section 9.5 or 9.6 of Part D of this Schedule 44A for allocation to other WestConnex Motorways, if any.

### 8.5 Increases to Charge Toll

(a) If Project Trustee wishes to increase the Charge Toll for a Trip by reason of the calculations in this Schedule 44A, the Project Trustee must provide RMS with written notice of:

- (i) the Charge Toll for that Trip for the next year; and
- (ii) the date on which Project Trustee proposes to commence levying that Charge Toll which must not be earlier than the next yearly date,



at least 20 Business Days prior to such date.

- (b) The Project Trustee may levy the increased Charge Toll from the time which is no earlier than 12.00 am on the date referred to in section 8.5(a) of this Schedule 44A.
- (c) If a new State or Commonwealth tax is imposed, or an existing State or Commonwealth tax is increased, on the tolls levied by the Project Trustee in connection with the Project, the Project Trustee will be entitled to increase the tolls charged above the rate that would otherwise be permitted by this Schedule 44A (which may include an increase in the Base Flag Fall Toll and/or the Base Rate and/or the Base Toll Cap) for each year that the tax applies.

The increase will not exceed the lesser of:

- (i) the maximum increase permitted by the applicable law (if any); or
- (ii) an amount sufficient to ensure that the net position of the Project Trustee is no worse than immediately prior to the tax being imposed or increased,

but reduced to the extent of any reduction of tax, cost saving or other benefit which accrues to the Project Trustee as part of the change.

## **Part D – WestConnex scheme toll allocation**

### **9. WestConnex Trips**

#### **9.1 Introduction**

The parties acknowledge that the intention of the WestConnex scheme tolling is that for each continuous WestConnex Trip by a Vehicle on more than one WestConnex Motorway, both the Flag Fall Toll and, if applicable, the Toll Cap will be applied so that:

- (a) a consistent Flag Fall Toll and Toll Cap is applied for the WestConnex Motorways;
- (b) that Vehicle only pays a Flag Fall Toll once for that WestConnex Trip;
- (c) the entire WestConnex Trip is subject to the Toll Cap; and
- (d) Flag Fall Toll will be allocated and, if applicable, the Toll Cap will be applied between each WestConnex Motorway on the basis of a pro rata allocation based on the distance travelled by the Vehicle on each WestConnex Motorway during that WestConnex Trip.

#### **9.2 WestConnex Trips distances**

- (a) RMS must provide to the Project Trustee notice of the lengths of each Tollable Section of the M4 Motorway within 14 days of the date of this deed and provide further notice of the relevant Tollable Sections within 14 days of agreeing to either:
  - (i) proceed with the M4/M5 Motorway; or
  - (ii) any change to any Tollable Section of the M4 Motorway or the M4/M5 Link Motorway.
- (b) For the purposes of this Schedule 44A, the distance of each WestConnex Trip will be calculated as the total of all lengths of each Tollable Section (adjusted for any applicable Equalisation Factor) of each WestConnex Motorway through which that Vehicle travels.

### 9.3 Home Trip Percentage

For a Trip on either the New M5 Motorway or the M5 East Motorway that also becomes a WestConnex Trip on either or both of M4 Motorway or the M4/M5 Link Motorway, the Home Trip Percentage will be calculated in accordance with the following formula:

$$A = B / C$$

Where:

A = Home Trip Percentage;

B = the sum of the lengths of the Tollable Sections on either the New M5 Motorway or the M5 East Motorway of that Trip; and

C = the sum of the lengths of the Tollable Sections on all WestConnex Motorways of that WestConnex Trip.

### 9.4 WestConnex Flag Fall Toll and WestConnex Toll Cap

(a) The WestConnex Flag Fall Toll for a WestConnex Trip will be the Flag Fall Toll.

(b) The WestConnex Toll Cap for a WestConnex Trip will be the Toll Cap.

### 9.5 Allocation of WestConnex Flag Fall Tolls

For WestConnex Trips that do not reach the Toll Cap, the Charge Toll for a Trip on either the New M5 Motorway or the M5 East Motorway that also becomes a WestConnex Trip on either or both of M4 Motorway or the M4/M5 Link Motorway will be reduced in accordance with the following formula:

$$A = B \times (1 - C)$$

Where:

A = Flag Fall Toll Reduction Amount;

B = the WestConnex Flag Fall Toll for that Trip, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); and

C = Home Trip Percentage.

### 9.6 Allocation of WestConnex Toll Cap

For WestConnex Trips that reach the Toll Cap, the Charge Toll will be reduced in accordance with the following formula:

$$A = B \times (1 - C)$$

Where:

A = Charge Toll Reduction Amount;

B = Toll Cap, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); and

C = Home Trip Percentage.

## Part E – M5 West Tolls

### 10. Toll

From the M5W Transfer Date, the Project Trustee may levy a toll for use of the M5 West Motorway (or part of it) for the passage of a Vehicle in a M5W Tollable Section during the Term which does not exceed the M5W Charge Toll for a Vehicle of that Vehicle Class for that M5W Tollable Section for the relevant Quarter.

### 11. M5W Base Toll

The M5W Base Toll for a M5W Tollable Section is set at the date of 1 July 2015 and is the amount specified in the table below in relation to the relevant M5W Tollable Section.

<b>M5W Tollable Section</b>	<b>Description</b>	<b>Base Toll per Vehicle (GST inclusive)</b>
Tollable Section A	Eastbound journey	\$4.44
Tollable Section B	Westbound journey	\$4.44

### 12. M5W Theoretical Toll

- (a) The Project Trustee must review and re-calculate the M5W Theoretical Toll for each M5W Tollable Section once each Quarter in accordance with this section 12 of this Schedule 44A.
- (b) The M5W Theoretical Toll for a M5W Tollable Section and a Quarter must be calculated in accordance with the following formula:

$$\text{M5W Theoretical Toll}_n = \text{M5W Theoretical Toll}_{n-1} \times \text{Growth Factor}_n$$

provided that M5W Theoretical Toll<sub>n</sub> cannot be less than M5W Theoretical Toll<sub>n-1</sub>

Where:

M5W Theoretical Toll<sub>n</sub> = the M5W Theoretical Toll for the M5W Tollable Section for the current Quarter;

M5W Theoretical Toll<sub>n-1</sub> = the M5W Theoretical Toll for the M5W Tollable Section for the immediately preceding Quarter (or the M5W Base Toll for the Tollable Section for the first calculation after 30 September 2015);

$$\text{Growth Factor}_n = \text{CPI}_{n-2} / \text{CPI}_{n-3}$$

CPI<sub>n-2</sub> = at any date, the CPI for the Quarter which is 2 Quarters prior to the current Quarter; and

CPI<sub>n-3</sub> = at any date, the CPI for the Quarter which is 3 Quarters prior to the current Quarter.

### 13. GST Rate Changes

- (a) If, at any time during the period between the date of this deed and the end of the Term, the rate of applicable GST under GST law changes from the GST applicable at the date of this deed (GST Rate Change), the M5W Base Toll which will apply for the purposes of section 13 of this Schedule 44A after the date on which the GST

Rate Change becomes effective will be the Base Toll for the relevant M5W Tollable Section adjusted in accordance with the following formula:

$$\text{M5W Base Toll} = Y \times [1 + X]$$

Where:

the M5W Base Toll amount is rounded to 4 decimal places (rounding upward amounts ending in 0.0005).

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change; and

Y = \$4.00.

- (b) Under section 12(b) of this Schedule 44A, the first calculation after 30 September 2015 must be re-calculated using the revised M5W Base Toll calculated in accordance with section 13(a) and the series of Quarterly calculations that has taken place under section 12 of this Schedule 44A after that first calculation after 30 September 2015 (if any) must also be re-calculated, by reference to the revised first calculation and the series of relevant Growth Factors that were used for the initial series of Quarterly calculations.

#### 14. Calculating the M5W Charge Toll

- (a) The M5W Charge Toll for a M5W Tollable Section and Vehicle Class in a Quarter must be calculated in accordance with the following formula:

$$\text{M5W Charge Toll} = \text{M5W Theoretical Toll} \times \text{Charge Toll Multiplier}$$

Where:

the M5W Charge Toll amount is rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢);

M5W Theoretical Toll = the M5W Theoretical Toll for that Tollable Section and Quarter, calculated in accordance with section 13(b) of this Schedule 44A; and

Charge Toll Multiplier = the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

- (b) If the Project Trustee wishes to change the toll for the passage of a Vehicle in a Tollable Section, the Project Trustee must provide RMS with written notice of:
- (i) the new toll for that M5W Tollable Section and Vehicle Class for the next Quarter; and
  - (ii) the date on which the Project Trustee proposes to commence levying the new toll, which must not be earlier than the next Quarterly Date,
- at least 20 Business Days prior to such date.

- (c) The Project Trustee may levy the new toll from the time which is no earlier than 12.00 am on the date referred to in section 14(b)(ii) of this Schedule 44A.

## **Part F – Other**

### **15. Administration Charges for Casual Users**

- (a) The Project Trustee must give Casual Users an opportunity or opportunities to pay the toll as a deferred toll consistent with the procedures adopted by other private tollway operators from time to time.
- (b) RMS consents to the Project Trustee levying an Administration Charge for providing a temporary tag or allowing a Casual User to pay the toll as a deferred toll.
- (c) An Administration Charge for any Quarter (including the initial Administration Charge) will be as reasonably determined by the Project Trustee in consultation with RMS having regard to:
  - (i) different Casual User products that the Project Trustee may wish to implement from time to time;
  - (ii) the actual and anticipated number of Casual Users; and
  - (iii) the anticipated recovery rate of tolls and Administration Charges payable by Casual Users in comparison to tolls and Administration Charges actually received from Casual Users,and so as to enable the recovery of the actual direct and indirect costs of operating and maintaining the Casual User System and processing, administering and collecting revenue from Casual Users.
- (d) The Project Trustee must give Casual Users prior notice of the amount of an Administration Charge.
- (e) The Project Trustee may review an Administration Charge once each Quarter. If the Project Trustee wishes to change an Administration Charge, the Project Trustee must provide RMS with written notice of:
  - (i) the new Administration Charge for the next Quarter and provide in reasonable detail supporting information for the basis of calculating the new Administration Charge having regard to the principles outlined in section 8(c) of this Schedule 44A; and
  - (ii) the date on which the Project Trustee proposes to commence charging the new Administration Charge, which must not be earlier than the next Quarterly Date,at least 20 Business Days prior to such date.
- (f) The new Administration Charge may be charged from the time which is no earlier than 12.00am on the date referred to in section 15(e)(ii) of this Schedule 44A.

### **16. Exempt Vehicles**

Notwithstanding anything else in this deed, the Project Trustee must not levy any toll, fee or charge for or in connection with the use of the Motorway by any bus being used to provide a public passenger service conducted according to regular routes and timetables, but not including a tourist service or a long-distance service or any other vehicle which is exempt under the Roads Act or its Regulations as at the date of this deed.

## **17. Tolling Policy Changes**

- (a) RMS may notify the Project Trustee of any proposed amendments to the toll charges in this Schedule 44A.
- (b) If RMS notifies Project Trustee, the parties will promptly enter into good faith discussions on RMS' proposal, including:
  - (i) the precise changes suggested;
  - (ii) the rationale for the changes;
  - (iii) the Project Trustee's view on whether the changes will promote the policy objectives to RMS seeks to achieve;
  - (iv) the merits of the proposal;
  - (v) any further investigations the parties consider would be necessary to assess the proposal;
  - (vi) any consents that the Project Trustee would require to implement the proposal; and
  - (vii) the appropriate compensation or other measures that would need to be implemented to ensure that the Project Trustee is not adversely affected by the proposal.
- (c) If RMS and the Project Trustee agree to the matters referred to in paragraphs (i)-(vii) above, they shall promptly enter into such amendments to this deed as are necessary to implement their agreement.

## **18. Change Order**

For the avoidance of doubt, RMS may not issue any Change Order in respect of any matter the subject of this Schedule 44A.

## **19. Change in Law**

- (a) If a new State or Commonwealth tax is imposed, or an existing State or Commonwealth tax is increased, on the tolls levied by the Project Trustee in connection with the Project, the Project Trustee will be entitled to increase the tolls charged above the rate that would otherwise be permitted by this Schedule 44A (which may include an increase in the M5W Theoretical Toll) for each quarter that the tax applies.
- (b) The increase will not exceed the lesser of:
  - (i) the maximum increase permitted by the applicable law (if any); or
  - (ii) an amount sufficient to ensure that the net position of the Project Trustee is no worse than immediately prior to the tax being imposed or increased,

but reduced to the extent of any reduction of tax, cost saving or other benefit which accrues to the Project Trustee as part of the change.

## **SCHEDULE 45**

### **Consumer Price Index and Indexation**

(Clause 1.1 definition of "Consumer Price Index or CPI")

**Consumer Price Index or CPI** means:

- (a) the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published quarterly by the Australian Bureau of Statistics, as long as there is no change in the coverage, periodicity or reference base from those applying at the date of this deed. The base CPI for the purposes of this deed will be the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published by the Australian Bureau of Statistics for the last full quarter ending immediately prior to the date of this deed;
- (b) if there is a change in the coverage of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is linked to previous All Groups Consumer Price Indexes, CPI is the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities;
- (c) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the Australian Bureau of Statistics provides a conversion factor, that conversion factor must be applied to calculate revised CPI figures for the purpose of this deed, in terms of the new reference base;
- (d) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the Australian Bureau of Statistics does not provide a conversion factor, the parties must request the President of The Institute of Actuaries Australia (or his nominee) to calculate revised CPIs for the purposes of this deed, and his determination is final and binds the parties;
- (e) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is published and:
  - (i) there is a change in its coverage and it is not linked to previous All Groups Consumer Price Indexes; or
  - (ii) there is a change in its periodicity,the parties must request the President of the Institute of Actuaries Australia (or his nominee) to determine:
  - (iii) whether the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is appropriate as a general indicator of the rate of price change for consumer goods and services; or
  - (iv) if it is not, what other index should be used as a substitute index for the purpose of this deed,and his determination is final and binds the parties;
- (f) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is:

- (i) a replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities; and
- (ii) linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities,

all CPIs relevant to this deed must be re-calculated to the same reference base as the replacement index;

- (g) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is not linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or his nominee) to calculate revised CPIs for the purposes of this deed, and his calculation is final and binds the parties; or
- (h) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics does not publish another index in replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or his nominee) to determine an appropriate index which is a general indicator of the rate of price change for consumer goods and services, and his determination is final and binds the parties.

If paragraph (e), (g) or (h) applies, paragraphs (a) to (h) will apply to the index determined in accordance with paragraph (e), (g) or (h) (as the case may be) as if all references to the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" are references to that replacement index.



## **SCHEDULE 45A**

### **Payments for Lane Closures and Relocations**

(Clause 22.3)

#### **1. DEFINITIONS**

In this Schedule 45A:

**Off-Peak Period** means any period of time which is not a Peak Period.

**Peak Period** means 5.00 am to 9.00 pm on any day (including weekends and public holidays).

**Traffic Adjustment** means a change to the traffic capacity of the Motorway which is made for the purposes of facilitating a Permitted RMS Activity. It includes an adjustment to:

- (a) the alignment of traffic lanes;
- (b) the number of traffic lanes; or
- (c) the posted speed limit.

#### **2. TRAFFIC ADJUSTMENTS DURING PEAK PERIODS**

If any type of Traffic Adjustment occurs on the Motorway during a Peak Period as a direct result of a Permitted RMS Activity then RMS will pay to the Project Trustee an amount in respect of that Traffic Adjustment calculated in accordance with paragraph 4 of this Schedule 45A.

#### **3. TRAFFIC ADJUSTMENTS DURING OFF-PEAK PERIODS**

##### **3.1 Compensable Traffic Adjustments**

If a Traffic Adjustment of a type described below occurs on the Motorway during an Off-Peak Period as a direct result of a Permitted RMS Activity then RMS will pay to the Project Trustee an amount in respect of that Traffic Adjustment calculated in accordance with paragraph 4 of this Schedule 45A:

- (a) the complete closure of a carriageway for more than 10 minutes in any one hour period; and
- (b) both lanes of the carriageway are available but the posted speed limit is reduced by more than 20 km/h below the level applying immediately prior to the Traffic Adjustment.

##### **3.2 Non-compensable Traffic Adjustments**

RMS will not be liable to pay any amount to the Project Trustee in respect of the following types of Traffic Adjustments, if they occur during an Off-Peak Period:

- (a) the posted speed limit of a carriageway is reduced by not more than 20 km/h below the level applying immediately prior to the Traffic Adjustment, but both lanes of the carriageway are still available;
- (b) one or more lanes of a carriageway are closed, but at least one lane remains available; or

(c) complete closure of a carriageway for 10 minutes or less in any one hour period.

#### 4. **FORMULA FOR CALCULATION OF COMPENSATION**

The amount which RMS must pay the Project Trustee in respect of a Traffic Adjustment referred to in paragraph 2 or 3.1 of this Schedule 45A will be calculated in accordance with the following formula (notwithstanding traffic anomalies due to concurrent events):

$$\text{M5 East Payment} = \text{Flag Fall Component} + \text{Distance Based Component}$$
$$\text{M5 West Payment} = (\text{VCLY} - \text{VC}) \times \text{M5W Charge Toll}$$

Where:

**Distance Based Component** means the Distance Delta x Toll Rate.

**Distance Delta** means the aggregate Section Delta for the Tollable Section.

**Flag Fall Component** means the Trip Delta x Flag Fall Toll.

**Flag Fall Toll** has the same meaning as in the Toll Calculation Schedule.

**M5 East Payment** is the amount payable by RMS in respect of the Traffic Adjustment associated with the impact on the M5 East Motorway and the New M5 Motorway.

**M5 West Payment** is the amount payable by RMS in respect of the Traffic Adjustment associated with the impact on the M5 West Motorway.

**Passenger Vehicle and Heavy Vehicle** have the same meanings as in the Toll Calculation Schedule.

**Period** is a span of time either during weekdays or weekends. Periods shall be calculated separately for weekdays and weekends.

**Section Delta** means for each section of the Motorway comprising the Tollable Section, VCLY less VC multiplied by the relevant distance in section 7.1 of the Toll Calculation Schedule.

**Tollable Section** has the same meaning as in the Toll Calculation Schedule.

**Toll Rate** has the same meaning as in the Toll Calculation Schedule.

**Trip Delta** means for all sections of the Motorway comprising the Tollable Section, VCLY less VC.

**VC** is the vehicle count for the relevant section of the Motorway (as relevantly defined in section 7.1 or section 11 of the Toll Calculation Schedule) in which the Traffic Adjustment occurs at or adjacent to the relevant toll gantries over the Period of the Traffic Adjustment, with Passenger Vehicles and Heavy Vehicles counted separately.

**VCLY** is:

- (a) subject to paragraphs (b) and (c), the average vehicle count at or adjacent to the toll gantry for the relevant section of the Motorway (as relevantly defined in section 7.1 or section 11 of the Toll Calculation Schedule) in which the Traffic Adjustment occurs over the 12 months prior to the date of the Traffic Adjustment for the equivalent Period;

- (b) for any Traffic Adjustment within 30 days after the Motorway Opening Date, the vehicle count at or adjacent to the toll gantry for the relevant section of the Motorway (as relevantly defined in section 7.1 or section 11 of the Toll Calculation Schedule) in which the Traffic Adjustment occurs for the most recent equivalent Period (not itself subject to any Traffic Adjustment) prior to the date of the Traffic Adjustment; or
- (c) subject to paragraph (b), for any Traffic Adjustment within 2 years after the Motorway Opening Date, the average vehicle count at or adjacent to the toll gantry for the relevant section of the Motorway (as relevantly defined in section 7.1 or section 11 of the Toll Calculation Schedule) in which the Traffic Adjustment occurs over the previous 30 days prior to the date of the Traffic Adjustment for the equivalent Period.

**Motorway Opening Date** means:

- (a) in respect of the New M5 Motorway, the Date of Opening Completion;
- (b) in respect of the M5 East Motorway, the M5E Transfer Date; and
- (c) in respect of the M5 West Motorway, the M5W Transfer Date.

## SCHEDULE 46

### Project Insurances

(clause 26)

#### 1. INSURANCES DURING THE PROJECT WORKS (PROJECT WORKS INSURANCES)

(a) Before the Asset Trustee commences any of the Project Works or the Temporary Works, the Asset Trustee must effect and maintain (or cause to be effected and maintained) the following:

(i) a contract works or construction risks policy of insurance:

(A) in respect of the Project Works, the Temporary Works, Key Plant and Equipment, the existing improvements on the Construction Site and all things brought on to the Construction Site by the Asset Trustee or a Contractor for the purpose of the Project Works or the Temporary Works, including tunnelling equipment;

(B) against such risks as are reasonably required by RMS;

(C) for a minimum of not less than [REDACTED] (as defined in the New M5 Main Works D&C Deed) for the replacement or reinstatement (plus demolition and removal of debris, fees for the project managers and other consultants) of the works under the New M5 Main Works D&C Deed, including a tunnel works sublimit for a minimum of \$ [REDACTED] for any single occurrence, and including testing and commissioning activities in connection with the New M5 Project, the rectification of Defects and an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and

(D) with a maximum excess of \$ [REDACTED];

(ii) not used;

(iii) inland transit and/or overseas transit insurance in respect of relevant items intended to be employed, used or incorporated in the Project Works and the Asset Trustee's Activities (in respect of the New M5 Main Works);

(iv) public and products liability insurance covering claims in respect of:

(A) loss of, loss of use of, destruction or damage to, real or personal property; and

(B) injury to, or disease or death of, persons,

arising out of or in connection with the Project Works and Temporary Works (including third party property damage arising out of the use of plant, equipment and motor vehicles that are not road registered) for a minimum of \$ [REDACTED] for any single occurrence and unlimited in the aggregate (other than products liability which is limited in the aggregate) for any one period of insurance and with a maximum excess of \$ [REDACTED];

(v) professional indemnity insurance for any breach of a duty owed in a professional capacity or for any act or omission in the rendering of or failure

to render professional services (including design) by the Contractor, the Tolling Equipment Works Contractor and their professional consultants for a minimum of \$ [REDACTED] for any one claim and in the aggregate during the period of insurance with a maximum excess of \$ [REDACTED];

- (vi) workers' compensation insurance as required by Law under any statute relating to workers' or accident compensation;
  - (vii) not used; and
  - (viii) motor vehicle insurance covering physical loss or damage to the Contractor's or the Asset Trustee's vehicles, whether owned, hired or leased, which are brought to the Construction Site for an amount not less than the market value of such vehicles and third party property damage for all road registered plant, equipment and motor vehicles used in connection with the Asset Trustee's Activities for a minimum of \$ [REDACTED] for any one occurrence and unlimited in aggregate as to the number of occurrences and with a maximum excess of \$ [REDACTED].
- (b) If any work for or in connection with the deed includes asbestos removal, decontamination or other works involving asbestos, the Asset Trustee must effect and maintain (or cause to be effected and maintained) asbestos liability insurance for a minimum of \$ [REDACTED] for any one occurrence and in the aggregate during the period of insurance and with a maximum excess of \$ [REDACTED], before the Asset Trustee commences any of that work.
- (c) The Asset Trustee must maintain (or cause to be maintained) the insurances referred to in section 1(a) until:
- (i) in the case of the professional indemnity insurance, 6 years after the Date of Opening Completion; and
  - (iii) in the case of all other insurances, the expiration of the last Defects Correction Period, in respect of the New M5 Main Works.
- (d) The Asset Trustee must maintain (or cause to be maintained) an open policy of overseas transit insurance, as referred to in section 1(a)(iii), covering all overseas shipments in relation to the Project Works and the Asset Trustee's Activities in respect of the New M5 Main Works regardless of when the transit occurs.
- (e) Before the Asset Trustee commences any of the Project Works or the Temporary Works on the Construction Site, the Asset Trustee must effect and maintain (or cause to be effected and maintained) plant and equipment insurance covering all construction plant (whether owned, hired or leased by the Asset Trustee) against physical loss or damage to such plant for an amount not less than [REDACTED] and with a maximum excess of \$ [REDACTED].

## 2. **INSURANCES DURING THE TERM (OPERATIONS INSURANCE)**

From the Date of Opening Completion until the end of the Term, the Project Trustee must effect and maintain (or cause to be effected and maintained) in respect of the Motorway the following:

- (a) an industrial special risks policy of insurance covering the Motorway against physical loss or damage and such other risks as are reasonably required by RMS from time to time (plus an additional amount to cover the cost of demolition and removal of debris, fees for the project managers and other consultants) of the works under this deed including testing and commissioning activities in connection with the Project, and an amount to cover additional costs and expenses to expedite

the commencement or completion or repair, provided that the minimum limit of such coverage will be \$[REDACTED];

- (b) public and product liability insurance covering claims in respect of:
  - (i) loss of, loss of use of, destruction or damage to, real or personal property; and
  - (ii) injury to, or disease or death of, persons,  
  
arising out of or in connection with the operation, use, repair or maintenance of the Motorway for at least \$[REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences for any one period of insurance other than products liability which will be limited in the annual aggregate;
- (c) workers' compensation insurance as required by Law under any statute relating to workers' or accident compensation;
- (d) vehicle insurance covering third party property damage for all plant, equipment and motor vehicles used in connection with the Project for at least \$[REDACTED] for any one occurrence and unlimited in the aggregate as to the number of occurrences; and
- (e) business interruption insurance for a 24 month indemnity period covering all standing charges (including debt service obligations) and loss of anticipated net revenue; and
- (f) any other insurances which RMS reasonably requires and which are commonly effected by land owners, lessees or contractors in the position of the Project Trustee provided those insurances can be obtained on payment of a reasonable premium.

From the Date of Opening Completion until the end of the Term, the Asset Trustee must effect and maintain (or cause to be effected and maintained) the insurances referred to in paragraphs (a) to (f) to also cover Asset Renewal in respect of the Motorway, unless otherwise agreed with RMS.

### 3. **GENERAL REQUIREMENTS**

- (a) All insurances which the Trustees are required to effect or maintain (or cause to be effected and maintained) under this deed:
  - (i) must be effected with an Approved Insurer ;
  - (ii) must be on the terms required by this Schedule 46 and otherwise as approved by RMS (which approval will not be unreasonably withheld or delayed);
  - (iii) must not contain any exclusion, endorsement or alteration, unless it is first approved by RMS;
  - (iv) in the case of the:
    - (A) insurances specified in sections 1(a)(i), 1(a)(iii), 1(a)(iv) and 1(a)(viii); and
    - (B) insurances specified in sections 2(a), 2(b) and 2(d),

must be in the joint names of the Asset Trustee, the Project Trustee, subcontractors of every tier, and RMS and such others as have an insurable interest under the Project Documents (including, in respect of the insurances specified in 1(a)(i), 1(a)(iv), 2(a) and 2(b), the Security Trustee and Debt Financiers, once the Debt Financing Documents come into effect) for their respective rights, interests and liabilities and in which the insurer waives all rights of subrogation which it may have or acquire against all or any of the persons comprising the insured;

- (v) Not Used;
- (vi) except in the case of the insurances referred to in sections 1(a)(v), 1(a)(vi) and 2(c), must contain a term which requires the insurer to give RMS, the Asset Trustee and the Project Trustee 20 Business Days' notice in writing prior to:
  - (A) the insurer giving the party arranging the relevant insurance a notice of cancellation;
  - (B) the insurer cancelling the policy on the request of the party arranging the relevant insurance;
  - (C) the party arranging the insurance allowing the policy to expire; or
  - (D) the insurer giving the party arranging the relevant insurance any other notice in respect of the policy.
- (vii) in the case of the insurance specified in section 1(a)(i), must specify RMS, the Asset Trustee, the Project Trustee and the Contractor as joint loss payees;
- (viii) in the case of the insurances specified in sections 2(a) and 2(f) (as applicable), must specify RMS, Asset Trustee, the Project Trustee as joint loss payees;
- (ix) in the case of the insurances which are in joint names, the insurances must contain:
  - (A) a waiver of subrogation clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured; and
  - (B) a cross liability clause for the purposes of which the insurer accepts the term "insured" as applying to each of the persons comprising insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result);
- (x) in the case of the insurances specified in sections 1(a)(i) and 2(a) must be endorsed to note and allow the Trustees obligations under clause 26.9, to the effect that compliance by the Trustees with the provisions of that clause will not prejudice a Trustee or any other insured parties' rights to indemnity under the insurances;
- (xi) in the case of the insurance specified in section 1(a)(v) must include a principal's indemnity endorsement in favour of the Asset Trustee, the Project Trustee, and RMS (to the extent that RMS, the Asset Trustee or the Project Trustee has any liability as a principal), in a form approved by RMS (which approval will not be unreasonably withheld or delayed); and

- (xii) must be subject to the laws of Australia (or an Australian State or Territory) and their courts.
- (b) The Trustees must:
- (i) except in the case of the insurances referred to in 2(c), give RMS (and any other person in whose name an insurance is effected) certificates of currency when requested by RMS and certified copies of all:
    - (A) policies, including policy schedules;
    - (B) renewal certificates;
    - (C) endorsements ; and
    - (D) cover notes and slips,
 as soon as it receives them from the insurer;
  - (ii) in the case of the insurance referred to in sections 1(a)(v) and 1(a)(vi), give RMS certificates of currency when requested by the RMS; and
  - (iii) where a policy is in joint names or there are two or more insureds, have each such policy endorsed to the effect that the insurer agrees that any act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty by any one insured party shall not prejudice or invalidate the rights of the other parties comprising the insured who are themselves not guilty of such act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty.
- (c) The Asset Trustee must ensure that the insurance referred to in sections 1(a)(iv), 1(a)(v) and 2(b) (subject to the limitations in cover provided by the insurance market and policy terms, conditions and deductibles):
- (i) covers each of the Asset Trustee and the Project Trustee for potential liability to RMS assumed by reason of the exclusion of Part 4 of the Civil Liability Act 2002 (NSW); and
  - (ii) does not exclude any potential liability the Asset Trustee or the Project Trustee may have had to RMS under or by reason of this deed.





6. This Undertaking is governed by the laws of the State of New South Wales.

**SIGNED as a deed poll.**

**SIGNED, SEALED** and **DELIVERED** for  
and on behalf of [*insert name of  
Financial Institution*]  
by its Attorney under a Power of Attorney  
dated \_\_\_\_\_, and  
the Attorney declares that the Attorney  
has not received any notice of the  
revocation or suspension of such Power of  
Attorney, in the presence of:

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Attorney in full

\_\_\_\_\_  
Name of Witness in full

**SCHEDULE 48**

**Not Used**

**SCHEDULE 49****Key Plant and Equipment**

(Clauses 21.13 and 1.1 definition of "Key Plant and Equipment")

<b>No.</b>	<b>Details of equipment</b>	<b>Number of equipment type</b>	<b>Source for equipment</b>
1.	Roadheaders	16	Austria/Japan/China
2.	Bolting Rigs (Atlas Copco)	9	Sweden
3.	Jumbo Twin (Sandvik – DT821C)	2	Finland
4.	Jumbo Triple (Sandvik – DD531)	1	Sweden
5.	Jumbo Single (Sandvik DD210 – V)	2	Sweden
6.	Bench Drilling Rigs (A/C FlexiROC T20R SF)	5	Sweden
7.	Allen Pavement Plant	4	US
8.	Gravel Paver – SD2550CS	4	Germany

**SCHEDULE 50**

**Not Used**

**SCHEDULE 51**

**Not Used**

**SCHEDULE 52**

**Not Used**

**SCHEDULE 53**

**Not Used**



**SCHEDULE 54**

**Not Used**

**SCHEDULE 55**

**Not Used**

**SCHEDULE 56**

**Delay Cost Caps**

(Clauses 6.11(c) and 16.9)

<b>Phase</b>	<b>Title</b>	<b>Definition – Start</b>	<b>Definition – Finish</b>	<b>Contractor's Delay Cost Cap</b>
1	Approvals phase	Financial Close	The later of the date on which RMS issues:  (a) a PPA Notice under clause 6.2(c)(i); and  (b) an EPBCA Notice under clause 6.2(c)(ii).	\$ [REDACTED] per day
2	Enabling phase	The later of the date on which RMS issues:  (a) a PPA Notice under clause 6.2(c)(i); and  (b) an EPBCA Notice under clause 6.2(c)(ii).	Commencement of tunnel excavation works	\$ [REDACTED] per day
3	Construction phase	Commencement of tunnel excavation works	Handover of SPI Interface Works to Stage 3 Contractor	\$ [REDACTED] per day
4	Commissioning complete phase	Handover of SPI Interface Works to Stage 3 Contractor	Opening Completion achieved	\$ [REDACTED] per day
5	Post Opening Completion phase	Opening Completion achieved	Completion achieved	\$ [REDACTED] per day

In addition to the Contractor's Delay Costs, for all periods, the Tolling (Back Office) Delay Costs shall be \$ [REDACTED] per day.

**SCHEDULE 57**

**Not Used**

## SCHEDULE 58

### Lane Occupancy Fees

(Clause 9.6)

#### 37. GENERAL

##### 37.1 Definitions

In this Schedule:

**Planned Lane Closure** means a lane or ramp closure or speed limit restriction, that has been agreed by RMS and has a Road Occupancy Licence.

**Unplanned Lane Closure** means all lane or ramp closures or speed limit restrictions that do not fall under the definition of a Planned Lane Closure.

**Road Occupancy License** or **ROL** means a road occupancy license issued by TMC in accordance with the requirements of Appendix C.5 of Part A of the SWTC.

**TMC** means the Transport Management Centre, which forms part of the Transport Services Division of Transport for NSW.

#### 38. GENERAL

If a traffic adjustment is required by the Asset Trustee in connection with the Asset Trustee's Activities that results in an Unplanned Lane Closure on the M5 East Motorway prior to Opening Completion then the Asset Trustee is liable to RMS for Lane Occupancy Fees. The Lane Occupancy Fee for such traffic adjustments is calculated in accordance with clause 5 of this Schedule.

#### 39. REPORTING OF THE LANE OCCUPANCY FEE

The Asset Trustee must report all lane and ramp closures monthly and the report must include the following:

- (a) the number of Planned Lane Closures for the period;
- (b) the number of Unplanned Lane Closures for the period; and
- (c) the date, time, direction, number of lanes, location for each planned and unplanned closure including date, time duration.

#### 40. INVOICING OF THE LANE OCCUPANCY FEE

RMS will invoice the Asset Trustee within 14 days of receiving the monthly report for the previous month.

#### 41. PAYMENT OF FEES FOR LANE CLOSURES PRIOR TO OPENING COMPLETION

- (a) Prior to Opening Completion the Asset Trustee will be liable for Lane Occupancy Fees for Unplanned Lane Closures on the M5 East Motorway calculated in accordance with Table 1A and Table 1B as follows:
  - (i) Charges will be applied for continuous lane closures greater than 15 minutes or where they frequently disrupt traffic flow (i.e. more than 15 minutes in an hour).

- (ii) Each lane closure will each be assessed separately for the Lane Occupancy Fee. Where multiple lane closures occur concurrently, or lane closures occur on both carriageways, then more than one Lane Occupancy Fee may be applied.
- (b) Prior to Opening Completion Lane Occupancy Fees do not apply in the following circumstances:
- (i) Accidents and incidents that were not caused by the Asset Trustee or a result of the Asset Trustee's Activities.
  - (ii) Maintenance conducted by RMS or its contractors (other than the Asset Trustee or its contractors) to the trafficable lanes that does not relate to the Asset Trustee's Activities.
  - (iii) Lane closures directed by RMS, TMC or any other Authority.
  - (iv) Lane closures arising out of any other act or omission of RMS.
  - (v) Planned Lane Closures.
- (c) The Lane Occupancy Fees for Unplanned Lane Closures on the M5 East Motorway prior to Opening Completion are as follows:

**Table 1A – Lane Occupancy Fees for Unplanned Lane Closures on the M5 East Motorway (eastbound carriageway) prior to Opening Completion**

<b>ID</b>	<b>Type of Lane Closure</b>	<b>Lane Occupancy Fee per hour (exclusive of GST)</b>
<b>U1.</b>	<b>Period 1 (4:30 am to 10:00 am)</b>	
U1.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U1.2	All lanes available but the posted speed limit at any point on the carriageway is over 20km/hour less than the usual posted speed limit.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U1.3	Only one lane of a carriageway is available.	On weekdays, \$██████ per hour or part thereof On Saturdays and Sundays, \$██████ per hour or part thereof
U1.4	Complete closure of one carriageway.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.

ID	Type of Lane Closure	Lane Occupancy Fee per hour (exclusive of GST)
U1.5	Complete closure of both carriageways	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U1.6	Ramp full closure or effective prevention of access to or from the carriageway	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
<b>U2.</b>	<b>Period 2 (10:00 am to 3:00 pm).</b>	
U2.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit.	\$██████ per hour or part thereof.
U2.2	All lanes available but the posted speed limit at any point on the carriageway is over 20km/hour less than the usual posted speed limit.	\$██████ per hour or part thereof.
U2.3	Only one lane of a carriageway is available.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U2.4	Complete closure of one carriageway.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U2.5	Complete closure of both carriageways	\$██████ per hour or part thereof
U2.6	Ramp full closure or effective prevention of access to or from the carriageway	\$██████ per hour or part thereof
<b>U3</b>	<b>Period 3 (3:00pm to 9:30pm)</b>	
U3.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U3.2	All lanes available but the posted speed limit	On weekdays, \$██████ per

ID	Type of Lane Closure	Lane Occupancy Fee per hour (exclusive of GST)
	at any point on the carriageway is over 20km/hour less than the usual posted speed limit.	hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.3	Only one lane of a carriageway is available.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.4	Complete closure of one carriageway.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.5	Complete closure of both carriageways.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.6	Ramp full closure or effective prevention of access to or from the carriageway.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
<b>U4</b>	<b>Period 4 (9:30pm to 4:30am)</b>	
U4.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit.	On weekdays, \$████ per half hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U4.2	All lanes available but the posted speed limit at any point on the carriageway is over 20km/hour less than the usual posted speed limit.	On weekdays, \$████ per half hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U4.3	Only one lane of a carriageway is available.	On weekdays, \$████ per half hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U4.4	Complete closure of one carriageway.	On weekdays, \$████ per half hour or part thereof.



ID	Type of Lane Closure	Lane Occupancy Fee per hour (exclusive of GST)
		On Saturdays and Sundays, \$██████ per hour or part thereof.
U4.5	Complete closure of both carriageways.	On weekdays, \$██████ per half hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U4.6	Ramp full closure or effective prevention of access to or from the carriageway.	On weekdays, \$██████ per half hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.

**Note:** Where there is a complete closure of one carriageway but a contraflow arrangement is implemented on the other carriageway to provide one or two operating lanes in each direction, the applicable Lane Occupancy Fee will be that specified in Items U1.3, U2.3, U3.3 and U4.3 (as applicable) and the Lane Occupancy Fees specified in U1.4, U2.4, U3.4 and U4.4 (as applicable) will not apply to the closure of the carriageway.

**Table 1B – Lane Occupancy Fees for Unplanned Lane Closures on the M5 East Motorway (Westbound carriageway) prior to Opening Completion**

ID	Type of Lane Closure	Lane Occupancy Fee per hour (exclusive of GST)
<b>U1.</b>	<b>Period 1 (5:00am - 10am)</b>	
U1.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U1.2	All lanes available but the posted speed limit at any point on the carriageway is over 20km/hour less than the usual posted speed limit.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U1.3	Only one lane of a carriageway is available.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U1.4	Complete closure of one carriageway.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.

ID	Type of Lane Closure	Lane Occupancy Fee per hour (exclusive of GST)
		thereof.
U1.5	Complete closure of both carriageways.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U1.6	Ramp full closure or effective prevention of access to or from the carriageway.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
<b>U2.</b>	<b>Period 2 (10:00am to 3:00pm).</b>	
U2.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit.	\$██████ per hour or part thereof.
U2.2	All lanes available but the posted speed limit at any point on the carriageway is over 20km/hour less than the usual posted speed limit.	\$██████ per hour or part thereof.
U2.3	Only one lane of a carriageway is available.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U2.4	Complete closure of one carriageway.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.
U2.5	Complete closure of both carriageways.	\$██████ per hour or part thereof.
U2.6	Ramp full closure or effective prevention of access to or from the carriageway.	\$██████ per hour or part thereof.
<b>U3</b>	<b>Period 3 (3:00pm to 10:00pm)</b>	
U3.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit.	On weekdays, \$██████ per hour or part thereof. On Saturdays and Sundays, \$██████ per hour or part thereof.

ID	Type of Lane Closure	Lane Occupancy Fee per hour (exclusive of GST)
U3.2	All lanes available but the posted speed limit at any point on the carriageway is over 20km/hour less than the usual posted speed limit.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.3	Only one lane of a carriageway is available.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.4	Complete closure of one carriageway.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.5	Complete closure of both carriageways.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
U3.6	Ramp full closure or effective prevention of access to or from the carriageway.	On weekdays, \$████ per hour or part thereof. On Saturdays and Sundays, \$████ per hour or part thereof.
<b>U4</b>	<b>Period 4 (10:00pm to 5:00am)</b>	
U4.1	All lanes available but the posted speed limit at any point on the carriageway is up to 20km/hour less than the usual posted speed limit	On weekdays, \$████ per half hour or part thereof On Saturdays and Sundays, \$████ per hour or part thereof
U4.2	All lanes available but the posted speed limit at any point on the carriageway is over 20km/hour less than the usual posted speed limit	On weekdays, \$████ per half hour or part thereof On Saturdays and Sundays, \$████ per hour or part thereof
U4.3	Only one lane of a carriageway is available.	On weekdays, \$████ per half hour or part thereof On Saturdays and Sundays, \$████ per hour or part thereof

ID	Type of Lane Closure	Lane Occupancy Fee per hour (exclusive of GST)
U4.4	Complete closure of one carriageway.	On weekdays, \$██████ per half hour or part thereof On Saturdays and Sundays, \$██████ per hour or part thereof
U4.5	Complete closure of both carriageways	On weekdays, \$██████ per half hour or part thereof On Saturdays and Sundays, \$██████ per hour or part thereof
U4.6	Ramp full closure or effective prevention of access to or from the carriageway	On weekdays, \$██████ per half hour or part thereof On Saturdays and Sundays, \$██████ per hour or part thereof

**Note:** Where there is a complete closure of one carriageway but a contraflow arrangement is implemented on the other carriageway to provide one or two operating lanes in each direction, the applicable Lane Occupancy Fee will be that specified in Items U1.3, U2.3, U3.3 and U4.3 (as applicable) and the Lane Occupancy Fees specified in U1.4, U2.4, U3.4 and U4.4 (as applicable) will not apply to the closure of the carriageway.

42. **LANE OCCUPANCY FEES FOR UNPLANNED LANE CLOSURES**

- (a) The Lane Occupancy Fees provided by clause 5(c) are a genuine pre-estimate of RMS's total damages suffered for Unplanned Lane Closures on the M5 East Motorway prior to Opening Completion and the Asset Trustee has freely agreed that these Lane Occupancy Fees represent the proper, fair and reasonable amounts recoverable by RMS for its losses suffered arising from such Unplanned Lane Closures.
- (b) The Asset Trustee entered into the obligation to pay the amounts specified in clause 5 with the intention that they are legally binding, valid and enforceable contractual provisions against the Asset Trustee in accordance with its terms.
- (c) The Asset Trustee agrees to exclude and expressly waives the right of the benefit of, to the extent permissible, the application or operation of any legal rule or norm, including under statute, equity and common law, relating to the characterisation of Lane Occupancy Fees payable under a deed upon a breach occurring as penalties or the enforceability or recoverability of such liquidated amounts.
- (d) The Asset Trustee agrees that if clause 5 is found for any reason to be void, invalid or otherwise inoperative so as to disentitle RMS from recovering Lane Occupancy Fees, RMS will be entitled to recover common law damages as a result of Unplanned Lane Closures, but the Asset Trustee's liability for such damages (whether per day or in the aggregate) will not be any greater than the liability which it would have had if clause 5 had not been void, invalid or otherwise inoperative.
- (e) Subject to clause 7 of this Schedule 58, the parties agree that payment by the Asset Trustee of Lane Occupancy Fees under clause 5 of this Schedule 58 comprises RMS's sole monetary remedy for lane closures on the M5 East Motorway

to the extent that the lane closure arises out of or in connection with the Asset Trustee's obligations under this Deed.

43. **LIABILITIES IN RESPECT OF THE M5 WEST MOTORWAY**

- (a) The Asset Trustee will be liable for all Lane Occupancy Fees and all other liabilities, fees, charges, costs and expenses which are or which may become payable under the Interlink Interface Agreement in accordance with the terms of Schedule 23.
- (b) Any amounts payable pursuant to clause 7(a) above will be in addition to any other amounts which are payable under clause 5 of this Schedule 58.

**SCHEDULE 59**

**Insurance Policies**

(Clause 26)

**PART E**  
**TECHNICAL**

**SCHEDULE 60**

**Not used**



**SCHEDULE 61**

**Information Documents**

(Clause 11.7)

## **SCHEDULE 62**

### **SPI Managing Contractor Works SWTC**

(Clause 11.12)

The SPI Managing Contractor must carry out those works on the Core SPI Site that are necessary to produce the landform shown in the contour profile in Drawing WCX2-SHT-00-2400-EW-4989-01.

## SCHEDULE 63

### Existing Structures

(Clause 1.1 definition of "Excluded Site Condition")

Area	Alignment	Chainage	Existing Structure	Works
Western connection	Main road	1200	Twin cell box culvert 2*4200*1800	Extension
Western connection	Main road	2300-2375	Twin cell box culvert 2*4200*1800	Pavement works
Local roads	Euston Road	2740	Euston Road Bridge	Widening
Local roads	Sydney Park Road	160	Bridge over Munni Street Drain	Widening

## SCHEDULE 64

### Design Life of Structural Components of the M5 East Motorway and M5 West Motorway

(Clause 4D)

No.	Asset element	Design life
1.	Drainage elements (except as (2) below)	100 years
2.	Tunnel structures and structural linings	100 years
3.	Bridge structures	100 years
4.	Retaining walls	100 years

## SCHEDULE 65

### M5 East Planned Projects

(Clause 4A.4)

No.	M5 East Planned Project	Description
1.	Power supply and distribution	A spares/replacement strategy for "dry-type" and "oil type" transformers is in accordance with the Arup recommendations to address risk of further failures.
2.	DAF plant	Installation of remote monitoring.
3.	Tunnel ventilation system	Replacement of existing 6 VSDs to manage the obsolescence risk of the fans. Design review and update of ventilation performance system (i.e update of spreadsheet data to current PIARC parameters.
4.	Cathodic protection on the CRX	Installation of an appropriate cathodic protection system.
5.	Access to the CRX substation	Construction of an access road to Cooks River Substation.
6.	Resurfacing	Resurfacing of the M5 East Motorway main tunnel, including both carriageways and Cooks River westbound tunnel.

**SCHEDULE 66**

**Stakeholder & Community Requirements**

(Clause 9.16(b))