

Schedule 5 – Amendments to the Amended M7 Motorway Project Deed from the Date of Integration Completion

See next page



Transport
Roads & Maritime
Services

Roads and Maritime Services

RMS

WestLink Motorway Limited

WestLink

WSO Co Pty Limited

WSO Co

Western Sydney Orbital Project Deed

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Exhibit E - Insurance Policies

Exhibit F - Initial Tollway Declaration Plan

Exhibit G - Site Access Schedule

Project Deed made at Sydney on 13 February 2003, as amended on the Amendment Date**Parties**

Roads and Maritime Services of Level 9, 101 Miller Street, North Sydney, New South Wales ("**RMS**")

WestLink Motorway Limited, ABN 63 096 512 300 of 101 Wallgrove Road, Eastern Creek, New South Wales ("**WestLink**") in its own capacity and as nominee and agent for the Partnership

WSO Co Pty Limited, ACN 102 757 924 of 101 Wallgrove Road, Eastern Creek, New South Wales ("**WSO Co**")

Recitals

- A. The Roads and Traffic Authority of New South Wales ("**RTA**") was a statutory body representing the Crown in the right of the State of New South Wales.
- B. On 13 February 2003, RTA and the Companies entered into this Deed under which RTA agreed to:
- (i)(i) grant to WestLink the right to, and impose on WestLink the obligation to, finance, plan, design, construct and commission its Project Works and its Temporary Works; and
 - (ii) grant to WSO Co the right to, and impose on WSO Co the obligation to, finance, plan, design, construct and commission its Project Works and its Temporary Works; and
 - (iii) grant to WSO Co the right to, and impose on WSO Co the obligation to, operate, maintain and repair the Motorway and to maintain and repair the Third Party Works.
- C. This Deed has most recently been amended on the Date of Integration Completion.
- D. This Deed sets out the terms and conditions on which:
- (i) WestLink will finance, plan, design, construct and commission its Project Works and its Temporary Works;
 - (ii) WSO Co will finance, plan design, construct and commission its Project Works and its Temporary Works;
 - (iii) WSO Co will then operate, maintain and repair the Motorway, and maintain and repair the Third Party Works;
 - (iv) On the Integration Satisfaction Date:
 - (A) the Motorway Stratum Agreement to Lease was amended to provide for the grant of the Motorway Stratum Lease (M7W) and the Motorway Stratum Lease (2048); and
 - (B) the Gantry Land Agreement to Lease was amended to provide for the grant of the Gantry Land Lease (M7W) and the Gantry Land Lease (2048);
 - (v) the Companies have achieved Completion and, on the Completion Date of Stage 1:

- (A) RTA granted the Motorway Stratum Lease to WestLink in accordance with the Motorway Stratum Agreement to Lease;
 - (B) RTA granted the Gantry Land Lease to WSO Co in accordance with the Gantry Land Agreement to Lease; and
 - (C) WestLink granted the Motorway Stratum Sub-Lease to WSO Co in accordance with the Offer to Sub-Lease; and
- (vi) the Companies and the State Works Contractor have achieved Integration Completion and on the Date of Integration Completion:
- (A) Transport granted the Motorway Stratum Lease (M7W) to WSO Co in accordance with the Amended Motorway Stratum Agreement to Lease; and
 - (B) Transport granted the Gantry Land Lease (M7W) to WSO Co in accordance with the Amended Gantry Land Agreement to Lease;
- (vii) The Companies will (as applicable), yield up possession of the Motorway Stratum, the Motorway Stratum (M7W), the Gantry Land and the Gantry Land (M7W) (other than the Motorway Plant and Equipment), to RMS in a fully functioning condition.
- E. WestLink enters into this Deed in its own capacity (for the purposes of clause 29.1) and as nominee and agent for the Partnership.
- F. Pursuant to the Transport Legislation Amendment Act 2011 No 41, from 1 November 2011 the RTA was abolished and its assets, rights and liabilities (including under this Deed) were transferred to RMS. By operation of the *Transport Administration Amendment (RMS Dissolution) Act 2019* (NSW), Transport is a party to this deed in place of RMS. Transport is a statutory body representing the Crown in the right of the State of New South Wales and a reference in this Deed to RMS is a reference to Transport.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed:

"Abridged Consent Refinancing" means any Refinancing which satisfies the criteria in clause 31.4(d) and for which RMS has granted its written consent.

"Account Bank" has the meaning given in the Debt Financing Documents.

[REDACTED]

"Actual Concession Enhancement Advances" means, at any time, the aggregate of the amounts actually advanced from time to time, up to the [REDACTED], by the

"Back Office System" means, at any time, the Toll Collection System excluding the Roadside Tolling System.

"Base Case Financial Model" means the financial model and assumptions prepared by or for the Companies and submitted to RMS as at the Integration Satisfaction Date, or agreed between the parties on such later date as is after the Integration Satisfaction Date.

"BBSY" means the rate expressed as a percentage per annum:

- (a) which is the average of the bid rates shown at approximately 10.15 am on reference rate page "BBSY" on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or
- (b) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates quoted by 3 banks selected by RMS at or about 10:15 am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

[REDACTED]

"Bond Expiry Date" means, in respect of an unconditional undertaking provided to RMS under clause 13 or 15.5, the expiry date (if any) specified in that unconditional undertaking.

"Bond Return Date" means:

- (a) in respect of an unconditional undertaking provided to RMS under clause 13.1(a) (and any further undertakings provided under clause 13.4 in respect of an undertaking provided under clause 13.1(a)), the date on which that undertaking is required to be released by RMS under clause 13.2(a);
- (b) in respect of an unconditional undertaking provided to RMS under clause 13.1(b) (and any further undertakings provided under clause 13.4 in respect of an undertaking provided under clause 13.1(b)), the date on which that undertaking is required to be released by RMS under clause 13.2(b); and
- (c) in respect of an unconditional undertaking provided to RMS under clause 15.5 (and any further undertakings provided under clause 13.4 in respect of an undertaking provided under clause 15.5), the date on which that undertaking is required to be released by RMS under clause 13.2(c).

"Borrower" means WSO Finance Pty Limited (ACN 102 757 871), of 101 Wallgrove Road, Eastern Creek, New South Wales.

"Business Day" means any day on which banks are generally open for business in Sydney (other than Saturdays, Sundays and public holidays).

[REDACTED]

[REDACTED]

[REDACTED]

"Certificate of Completion" means a certificate substantially in the form of Schedule 2 certifying that Completion of a Stage has occurred.

"Certification Schedule" means Appendix 57 to the Scope of Works and Technical Criteria.

"Change" means any variation or change to the Project Works and includes any addition, increase, decrease, omission, deletion, demolition or removal to or from the Project Works.

"Change Costs" means where a Change increases the scope or the cost of a Company's Work (or, in the case of WSO Co, the O&M Work), the costs reasonably arising out of or in connection with the Change (including any increased construction costs, operating costs, maintenance costs, financing costs, delay costs and delay or loss of revenue (including a reasonable amount on account of the overhead and profit margins of the Contractors, the Operator, the TCM Operator and/or the Technology Operator (as the case may be))).

"Change of Control" means, in relation to a company, trust or other entity:

- (a) if the company, trust or other entity comes under the Control of a person (acting alone or together with its Associates) who did not Control the company, trust or other entity as at the Date of Integration Completion or following any event which is approved by RMS under clause 31.1, 31.2 or 31.3; or
- (b) if a person (acting alone or together with its Associates) who was in Control of a company, trust or other entity as at the Date of Integration Completion or following any event which is approved by RMS under clause 31.1, 31.2 or 31.3 stops having Control of the company, trust or other entity,

other than as a result of a Permitted Dealing.

"Change Savings" means where the Change decreases the scope or the cost of a Company's Work (or, in the case of WSO Co, the O&M Work), the cost savings reasonably arising out of or in connection with the Change (including any savings in relation to construction costs, operating costs, maintenance costs, financing costs, acceleration savings and acceleration or increase of revenue).

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

- (a) under, arising out of, or in any way in connection with, this Deed;
- (b) arising out of, or in any way in connection with, the Project or any Party's conduct prior to the date of this Deed; or
- (c) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution, including restitution based on unjust enrichment.

"Commercially Sensitive Information" means:

- (a) any information relating to any financing arrangements under any Equity Document;
- (b) any information relating to a Company's or the Borrower's or the State Works Contractor's cost structure or profit margins;
- (c) any information relating to a Company's or the Borrower's or the State Works Contractor's intellectual property rights, being any statutory and other proprietary

right in respect of inventions, innovations, patents, utility models, registered and registrable designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, technical data and know-how, trademarks and any other right in respect of intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967; or

- (d) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to a Company or the Borrower or the State Works Contractor, or a Company's or the Borrower's or the State Works Contractor's shareholders, financiers or subcontractors,

which, in respect of the information contained in the Project Documents, is the information described in Schedule 6.

"Common Terms Deed" means the deed so entitled dated 4 August 2014 between the Borrower, the Initial Security Providers (as defined therein), the Agent, the Facility Agent (as defined therein), the Security Trustee and the Original Lenders (as defined therein).

"Commonwealth Guidelines for Maintenance" means the standards and guidelines for maintenance of the National Highway referred to in the ALTD Notes on Administration.

"Commonwealth Minister" means the Commonwealth Minister administering the ALTD Act.

"Commonwealth Standards for Construction" means the standards and guidelines for the construction of the National Highway referred to in the ALTD Notes on Administration.

"Community Involvement Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 50 to the Scope of Works and Technical Criteria.

"Company" means each of WestLink and WSO Co (or either of them, if the context so requires) and "Companies" means each of them severally for their respective obligations under the Project Documents.

"Company Documentation Schedule" means Appendix 59 to the Scope of Works and Technical Criteria.

"Company's Work" means, in respect of each Company severally, all things and tasks which that Company is, or may be, required to carry out or do, to comply with its obligation under this Deed to design and construct its Project Works and its Temporary Works, as shown in the Scope of Works and Technical Criteria.

A reference to "the **Company's Work**" is a reference severally to those respective obligations of WestLink and of WSO Co, and a reference to "a **Company's Work**" is a reference to the **Company's Work** of either or both of them.

"Competing Road Project" has the meaning given in Schedule 13.

"Completion" means, in respect of a Stage, that stage when:

- (a) the Stage has been completed in accordance with this Deed except for minor Defects in that Stage which:
- (i) do not prevent the Stage from being reasonably capable of being safely used for its intended purpose;

- (ii) the Independent Verifier determines that a Company has reasonable grounds for not promptly rectifying; and
 - (iii) can be rectified without prejudicing the safe, convenient or intended use of the Stage; and
- (b) each Company has done everything which this Deed requires that Company to do as a condition precedent to Completion of the Stage, including those things set out in Schedule 3.

"Completion Date" means, in respect of a Stage, the date of Completion of the Stage certified in a Certificate of Completion, and:

- (a) in respect of Stage 1, the date of Completion was 15 December 2005; and
- (b) in respect of Stage 2, the date of Completion was 13 April 2006.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Consent Refinancing" means any Refinancing other than a No Consent Refinancing.

[REDACTED]

"Construction Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 48 to the Scope of Works and Technical Criteria.

"Construction Site" means the land described in the schedule and shaded on the plans contained in Part 1 of Appendix 2 to the Scope of Works and Technical Criteria.

"Consumer Price Index" or **"CPI"** has the meaning given in Schedule 7.

"Contamination":

- (a) means any waste, Pollution, hazardous substance, toxic substance, dangerous goods, hazardous waste or special waste, or any constituent of any such substance or waste in any water, soil or in the air including acid sulphate soils; and
- (b) without limiting paragraph (a), has the meaning given to "Contamination" in the *Contaminated Land Management Act 1997* (NSW).

"Contractor Guarantors" means Leighton Holdings Limited (ABN 57 004 482 982) and Abigroup Limited (ABN 63 000 358 467).

"Contractors" means:

- (a) Leighton Contractors Pty Limited (ABN 98 000 893 667); and
- (b) Abigroup Contractors Pty Limited (ABN 40 000 201 516),

jointly and severally, together trading as the Abigroup Leighton Joint Venture.

"Contractors' Side Deed" means the deed so entitled between the Companies, the Contractors, the Contractor Guarantors, the Independent Verifier and RTA dated 13 February 2003.

"Control" means:

- (a) in relation to a corporation:
 - (i) the ability to control, directly or indirectly, the composition of the board of the corporation;
 - (ii) the ability to exercise or control the exercise of the rights to vote in relation to more than [REDACTED] of the voting shares or other form of voting equity in the corporation;
 - (iii) the ability to dispose or exercise control over the disposal of more than [REDACTED] of the shares or other form of equity in the corporation; or
 - (iv) the capacity to determine, directly or indirectly, the outcome of decisions about the financial and operating policies of the corporation within the meaning of section 50AA of the Corporations Act;
- (b) in relation to a trust estate:
 - (i) the ability to appoint or remove any trustee of the trust estate or to appoint any trustee in place of or in addition to any trustee of the trust estate;
 - (ii) the capacity to determine, directly or indirectly, the outcome of decisions about the financial and operating policies of the trustee of the trust estate within the meaning of section 50AA of the Corporations Act, or the manner in which the trustee of the trust estate deals with the income or the capital of the trust estate at any time;
 - (iii) the ability to nominate or alter the beneficiaries or unitholders of the trust estate at any time;
 - (iv) where the trust is a unit trust, the ability to exercise or control the exercise of the right to vote in relation to more than [REDACTED] of the units in the unit trust estate; or
 - (v) where the trust is a unit trust, the ability to dispose or exercise control over the disposal of more than [REDACTED] of the units in the unit trust estate; and
- (c) in relation to an association or a partnership, firm or other body whether incorporated or unincorporated (**entity**), the capacity to determine, directly or

indirectly, the financial and operating policies of the entity or how the affairs of the entity are to be conducted and managed.

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

"CPP Output Schedule" means the page entitled "CPP Output Schedule" in the Closing Protocol paper initialled for confirmation and identification by RTA, the Joint Lead Arrangers, the Contractor and the Borrower (on its own behalf and on behalf of WestLink, WSO Co and the Partners) dated 13 February 2003.

"CPPIB" means the Canada Pension Plan Investment Board established under the Canada Pension Plan Investment Board Act, S.C. 1997, c. 40.

"D&C Contract" means the deed so entitled between the Companies and the Contractors dated 13 February 2003.

"D&C Program" means the overall program for design and construction current at any time which:

- (a) at the date of this Deed is the program which appears at Exhibit C; and
- (b) thereafter is the program as expanded and updated in accordance with the Company Documentation Schedule.

"Date for Completion" means:

- (a) in respect of Stage 1, 42 months after the Satisfaction Date; and
- (b) in respect of Stage 2, 26 weeks after the Completion Date of Stage 1.

"Date of Final Handover" means the date notified in accordance with clause 28.3(b)(i) as the date Final Handover was achieved.

"Debt Financing Documents" means [REDACTED]

"Debt Service" means, [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

"Debt Service Coverage Ratio" or "DSCR" means each [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

"Deed of Appointment of Independent Verifier" means the deed so entitled between the Companies, RTA, the Security Trustee and the Independent Verifier dated 13 February 2003.

"Deed of Disclaimer" means the deed poll given by the Companies in favour of RTA dated 13 February 2003.

"Deed of Variation No. 1" means the deed entitled "Deed of Variation No. 1 - Western Sydney Orbital Project Deed" dated 24 October 2003 between RTA and the Companies.

"Deed of Variation No. 2" means the deed entitled "Deed of Variation No. 2 - Western Sydney Orbital Project Deed" dated 13 September 2010 between RTA, the Companies and the Security Trustee.

"Deed of Variation No. 3" means the deed entitled "Western Sydney Orbital Deed of Amendment (2014)" dated 4 August 2014 between RMS, the Companies, the Borrower, each Partner and the Security Trustee.

"Deed of Variation No. 4" means the deed entitled "Western Sydney Orbital Deed of Amendment (NorthConnex)" between RMS, the Companies, the Borrower, each Partner and the Security Trustee.

"Defect" means any:

- (a) defect, shrinkage, movement, deficiency, subsidence, fault or omission in or from the Project Works, the Temporary Works or in the O&M Work; or
- (b) other aspect of the Project Works, the Temporary Works or the O&M Work,

which is not in accordance with the requirements of this Deed.

"Defects Correction Period" means a period referred to in clause 12.3, 12.4 or 12.5.

"Design Documentation" means all design documentation (including design standards, design reports, durability reports, specifications, models, samples, calculations and drawings) in computer readable and written forms, or stored by other means, which a Company or any other person creates in performing the Company's Work (including the design of the Temporary Works).

"Design Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 47 to the Scope of Works and Technical Criteria.

"Discriminatory Change in State Law" means:

- (a) a change in a State Law existing at the date of this Deed;
- (b) the enactment of a new State Law; or
- (c) a change in the way an existing State Law is applied, or in the interpretation of an existing State Law, brought about by a change in another existing State Law or the enactment of a new State Law which directly affects the application or interpretation of the first mentioned existing State Law,

and which specifically and only affects the Project or the Project together with other privately owned and operated toll roads in New South Wales. A Discriminatory Change in State Law

will be deemed to have occurred if, as a result of a change in a State Law relating to the identification of motor vehicles, WSO Co's electronic tolling system is not able (after all reasonable efforts and adjustments have been made by WSO Co and its contractors) to identify vehicles in the manner contemplated at the date of this Deed.

"Distribution" means, [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

"Early Termination Amount" means, on any date:

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

"Environment" includes all aspects of the surroundings of human beings including:

- (a) the physical characteristics of those surroundings such as the land, the waters and the atmosphere;
- (b) the biological characteristics of those surroundings such as the animals, plants and other forms of life; and
- (c) the aesthetic characteristics of those surroundings such as their appearance, sounds, smells, tastes and textures.

"Environmental Documents" means:

- (a) the Planning Minister's Approval; and
- (b) Appendix 5 to the Scope of Works and Technical Criteria; and
- (c) the M12 Planning Approval.

"Environmental Management Plans" means the Project Plans of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 46 to the Scope of Works and Technical Criteria.

"EP&A Act" means the *Environmental Planning and Assessment Act 1979* and Regulations.

"EPA" means the New South Wales Environment Protection Authority.

"EPD" means the deed entitled "Equity Participants Deed" dated 31 October 2014 between the Intoll Entities (as defined therein), the QIC Entities (as defined therein), the Transurban Entities (as defined therein), Hold Co (as defined therein) and Hold Trustee (as defined therein) and the NorthConnex State Works Contractor.

"Equity Documents" means the documents listed in Part B of Schedule 5, dated on or about 13 February 2003 and/or the date of the Integration Project Deed (or such other date as may be specified in this Deed), and any amended documents entered into in accordance with clause 30.

"Equity Investor" means:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

"Event of Default" means any event specified in clause 25.1.

"Event of Insolvency" means:

- (a) in relation to a company, any of the following events:
- (i) a receiver, manager, receiver and manager, trustee, administrator, Controller (as defined for the purposes of section 9 of the Corporations Act) or similar officer is appointed in respect of the company or any asset of the company;
 - (ii) a liquidator or provisional liquidator is appointed in respect of the company;
 - (iii) any application (not being an application withdrawn or dismissed within 10 Business Days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (A) appointing a person referred to in paragraphs (a)(i) or (a)(ii);
 - (B) winding up the company; or
 - (C) proposing or implementing a scheme of arrangement in respect of the company;
 - (iv) a moratorium of any debts of the company or an official assignment or a composition or an arrangement (formal or informal) with the company's creditors or any similar proceeding or arrangement by which the assets of the company are subjected conditionally or unconditionally to the control of the company's creditors is ordered, declared or agreed to, or is applied for and the application is not withdrawn or dismissed within 10 Business Days;

- (v) the company becomes, admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts;
 - (vi) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of the company; or
 - (vii) any act is done or event occurs which under the laws from time to time of a country other than Australia has an analogous or similar effect to any of the events in paragraphs (a)(i) - (a)(vi); and
- (b) in relation to a trust, any of the following events:
- (i) an application or order is sought or made (and is not stayed or dismissed within 10 Business Days after being sought or made) in any court for the property of the trust to be brought into court or administered by the court or brought under its control; or
 - (ii) the assets of the trust are not sufficient to satisfy the trustee's debts as and when they become due and payable in respect of which it has a right to be indemnified out of the assets of the trust.

"Exotic Swap" means [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Extra Land" means the land referred to in clause 4.2(a).

"FDD" means the deed entitled "Funding Default Deed", dated on or about the date of the Deed of Variation No.4, between the parties to the EPD and NorthConnex Investor FinCo.

"Final Determination" means a decision of a court:

- (a) from which no appeal can be taken and in respect of which no application for special leave to appeal can be made; or

- (b) in respect of which the relevant appeal or special leave application period has expired without an appeal being taken or an application for special leave to appeal being made.

"Final Handover" means the stage when:

- (a) each Company has done everything which this Deed requires that Company to do as a condition precedent to Final Handover; and
- (b) the requirements in the Scope of Works and Technical Criteria have been satisfied.

"Financial Indebtedness" means

[REDACTED]

"Financier" means each person providing financial accommodation to the Borrower from time to time under the Debt Financing Documents.

"Force Majeure" means:

- (a) prior to the first Motorway Opening Date:
- (i) an earthquake, cyclone, fire, explosion, flood (excluding any flooding of property other than the Motorway Stratum which would not have occurred but for the presence of the Project Works, the Temporary Works or the Motorway notwithstanding the minimum afflux design criteria specified in the Scope of Works and Technical Criteria), malicious damage, sabotage, act of a public enemy, terrorism or civil unrest;
- (ii) war, invasion, act of a foreign enemy, hostilities between nations (whether war be declared or not), civil insurrection or militarily usurped power;
- (iii) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; or
- (iv) confiscation, nationalisation, requisition or damage to property by or under the order of any government; and
- (b) on or after the first Motorway Opening Date:
- (i) an event specified in paragraph (a) above; or
- (ii) any other material event (other than a breach of this Deed by either Company or an event arising as a consequence of a breach of this Deed by either Company), the risk of which is not otherwise specifically allocated in the Project Documents,

which is beyond the reasonable control of the relevant Company and its contractors and which causes that Company to be unable to perform its obligations under this Deed, where that cause could not have been prevented or avoided by that Company or its contractors taking those steps which a prudent, experienced and competent concessionaire, designer, constructor (or, in

the case of WSO Co, operator) of tollroads would have taken, including by the exercise of reasonable care.

[REDACTED]

"Gantry Land (M7W)" has the meaning contained in the Amended Gantry Land Agreement to Lease.

"Gantry Land Agreement to Lease" means the deed entitled "Gantry Land Deed of Agreement to Lease" between RTA and WSO Co dated 13 February 2003, as amended and restated prior to the Integration Satisfaction Date.

"Gantry Land Lease" means the lease of the Gantry Land to be granted by RMS to WSO Co pursuant to the Gantry Land Agreement to Lease.

"Gantry Land" means the stratum of real property to be the subject of the Gantry Land Lease, as determined in accordance with the Amended Gantry Land Agreement to Lease.

"Gantry Land Lease" means the lease of the Gantry Land to be granted by RMS to WSO Co pursuant to the Gantry Land Agreement to Lease.

"Gantry Land Lease (2048)" has the meaning given to that term in the Amended Gantry Land Agreement to Lease.

"Gantry Land Lease (M7W)" has the meaning given to that term in the Amended Gantry Land Agreement to Lease.

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

"GLIDE Go Live Date" has the meaning given to that term in the amended TCM Agreement as set out in as Schedule 1 to the TCM Amending Deed - post GLIDE.

"Government" means the Government of the State of New South Wales.

"GST", "GST law" and other terms used in clause 20.2 and the Toll Calculation Schedule have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time) or any replacement or other relevant legislation and regulations, except **"GST law"** also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 20.2) includes any GST payable by the representative member of any GST group of which the Supplier is a member. Any reference to an Input Tax Credit to which a party is entitled includes an Input Tax Credit for an acquisition made by that party but to which the representative member of any GST group of which the party is a member is entitled.

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

"Heritage Consultant" means Robynne Mills Archaeology and Heritage Services, Australian Museum Business Services and/or such other person(s) as may be agreed by RMS and each Company.

"Heritage Report" means, in respect of a particular location of the Construction Site or the Temporary Areas, the heritage report prepared by the Heritage Consultant in respect of that location in accordance with clause 4.6(c).

"HMML" means Hills Motorway Management Limited (ABN 89 064 687 654).

"Holding Company" means, in relation to a body corporate, a body corporate of which the first body corporate is a Subsidiary or, in relation to a trust, a trust of which the first trust is a Subsidiary.

[REDACTED]

"IAMA" means The Institute of Arbitrators and Mediators Australia.

"Incident" means any abnormal event which:

- (a) prevents the Motorway or any part of it from being open to the public for the safe, continuous and efficient passage of vehicles; or
- (b) otherwise requires an urgent response to:
 - (i) protect or repair the Motorway, other property or the public;
 - (ii) provide access to emergency services or traffic control; or
 - (iii) prevent any occurrence which may cause damage to the Motorway or compromise the safety of any person or property.

"Incident Response Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 51 to the Scope of Works and Technical Criteria.

"Independent Verifier" means Sinclair Knight Merz Pty Limited, ABN 37 001 024 095 or such other person as may be agreed by RMS, the Companies and the Financiers.

"Independent Verifier Deed Poll" means the deed poll given by the Independent Verifier in favour of Rail Infrastructure Corporation, the State Rail Authority of New South Wales and the Office of the Co-ordinator General of Rail dated 12 February 2003.

"Information Documents" means the following documents in any format or medium including any electronic form:

- (a) the documents specified in Appendix 61 to the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date);
- (b) any other information or document provided to a Company, or prior to the date of incorporation of a Company to the parties to the Original Deed of Disclaimer, prior to the date of this Deed and which was stated to be an Information Document; and

- (c) any other information or document which is referred to or incorporated by reference in information or a document referred to in paragraphs (a) or (b), unless such information or document is otherwise expressly stated to form part of this Deed.

"Initial Equity" means the aggregate of [REDACTED]

"Initial Equity Return" means, [REDACTED]

"Integrated Operating Services" has the meaning given to it in clause 15A.1(a)(iii).

"Integrated Operations Service Provider" has the meaning given to it in clause 15A.1(a)(iii).

"Integrated Operations Side Deed" means a deed in a form acceptable to RMS (acting reasonably) to be entered into between RMS, WSO Co and the Integrated Operations Service Provider in accordance with clause 15A.1(b)(i)D.

"Integration Completion" has the meaning given to that term in the Integration Project Deed.

Integration Equity Commitment Deed means the document entitled "M7 Widening – Equity Commitment Deed" dated on or about the date of the Integration Project Deed between, amongst others, WSO Co and each Integration Equity Investor.

"Integration Equity Investor" means:

- (a) QSuper Investment Holdings Pty Ltd (ACN 153 817 120) as trustee for the QS Diversified Infrastructure Fund No.1;
- (b) QIC Infrastructure Management Pty Ltd (ACN 096 932 188) as trustee for the QIC Tollroad Investment Fund No.1;
- (c) QIC Infrastructure Management No.2 Pty Ltd (ACN 135 625 286) as trustee for the QIC Diversified Infrastructure Fund No.2;
- (d) WSO Management No.1 Pty Ltd (ACN 134 286 338) as trustee for the WSO Sub Trust No.1;
- (e) WSO Management No.2 Pty Ltd (ACN 134 286 310) as trustee for the WSO Sub Trust No.2;
- (f) WSO Management No.3 Pty Ltd (ACN 134 286 294) as trustee for the WSO Sub Trust No.3;
- (g) WSO Management No.4 Pty Ltd (ACN 134 286 285) as trustee for the WSO Sub Trust No.4;
- (h) WSO Management No.5 Pty Ltd (ACN 134 286 267) as trustee for the WSO Sub Trust No.5;
- (i) Transurban NCX M7 Holdco Pty Ltd (ACN 168 889 245); and
- (j) Transurban NCX M7 Nominees Pty Ltd (ACN 168 889 183) as trustee for Transurban NCX M7 Hold Trust.

Integration FDD means the document entitled “M7 Widening – Funding Default Deed” between each Original Investor and each Sponsor Entity (each as defined therein) dated on or about the date of the Integration Project Deed.

[REDACTED]

Integration Project Deed means the document entitled “M7-M12 Integration Project Deed” between the Companies and Transport dated on or about 20 February 2023.

Integration Project Debt has the meaning given to that term in the Integration Project Deed.

Integration Project Documents has the meaning given to that term in the Integration Project Deed.

Integration Works means the “Project Works” or “Temporary Works” (each as defined in the Integration Project Deed), including the “State Works” as defined in the State Works Deed.

Integration Satisfaction Date has the meaning given to the term “Satisfaction Date” in the Integration Project Deed.

IO Plan has the meaning given to it in clause 15A.3(a)(i).

IO Reversal means, at any time after WSO Co implements Integrated Operating Services in accordance with this Deed, WSO Co implements an alternative contractual structure for the delivery of the relevant Operating Services.

IO Reversal Plan has the meaning given to it in clause 15A.3(a)(ii).

IO Reviewer has the meaning given to it in clause 15A.3(b).

Interest means:

- (a) equity subscribed to the Partnership, and loan notes issued by the Partnership pursuant to the Equity Documents; and
- (b) share capital subscribed to WSO Co.

Interest Cover Ratio or **ICR** means the ratio of:

- (a) [REDACTED]
 - (b) [REDACTED] forecast in the Refinancing Model to be incurred in the 12 month period that occurs following the Proposed Refinancing Date.
- [REDACTED]

Interlink means Interlink Roads Pty Limited (ACN 003 845 430).

"Joint Lead Arrangers" means:

- (a) Bank of America, National Association (ABN 51 064 874 531);
- (b) National Australia Bank Limited (ABN 12 004 044 937);
- (c) RBS (Australia) Pty Ltd (ABN 36 088 574 270); and
- (d) WestLB AG (ABN 70 076 170 039).

"Law" means:

- (a) those principles of law established by decisions of courts;
- (b) statutes, regulations, by-laws and other subordinate regulations of the Commonwealth, the Government or an Authority; and
- (c) binding requirements and Approvals (including any conditions or requirements under them).

"Liability" includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and whether:

- (a) liquidated or not;
- (b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);
- (c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law;
- (d) present, prospective or contingent; or
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

"Local Industry Plan" means the Companies' plan for the utilisation of Australian and New Zealand goods, services and materials in the Project, a copy of which appears as Appendix 34 to the Scope of Works and Technical Criteria.

"Local Road" means any road or road reserve which:

- (a) crosses;
- (b) is adjacent to; or
- (c) is in any way affected by,

the Project Works or the Temporary Works.

"Local Road Works" means the modification, reinstatement and improvement of a Local Road which WestLink must design and construct and hand over to RMS or the relevant Authority in accordance with this Deed and as specified in section 2.3.2(c) of the Scope of Works and Technical Criteria.

"Loss" includes:

- (a) any cost, expense, loss, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, fixed or unascertained, actual or contingent; and
- (b) without being limited by paragraph (a) and only to the extent not prohibited by Law, any fine or penalty.

"M7+M7M12 Model Outputs Schedule" means the schedule identified as such in the Base Case Financial Model.

"M7 Debt Profile" means the principal amount of Project Debt forecast to be outstanding at the end of each period until the expiry of the Term as set out in the M7+M7M12 Model Outputs Schedule.

"M7 Widening" has the meaning given to that term in the Integration Project Deed.

"M7-M12 Integration Project Management Deed" means the document entitled "M7M12 Integration Project Management Deed" between WSO Co Pty Limited, the State Works Contractor, Westlink Motorway Limited and Transport dated on or about the date of the Integration Project Deed.

"M7-M12 Interchange" has the meaning given to that term in the Integration Project Deed.

"M12 Planning Approval" means:

- (a) the approvals granted by:
 - (i) the Minister for Planning under section 5.19 of the EP&A Act in response to application SSI 9364 and dated 23 April 2021 for the works associated with the M12; and
 - (ii) the Minister for Environment under section 75 of the EPBC Act reference number 2018/8286 and dated 3 June 2021,
 including all conditions to such approval and documents incorporated by reference;
- (b) any modification to the approvals referred to in paragraph (a) of this definition; and
- (c) any other consent, concurrence or approval, or determination of satisfaction with any matter, which is made, given or issued under the approval referred to in paragraph (a) of this definition from time to time and all conditions to any of them, and includes all documents incorporated by reference, as that consent, concurrence or approval may be modified from time to time.

"Maintenance Site" means the land and airspace described as such in the plans contained in Appendix 1 to the Scope of Works and Technical Criteria as reduced from time to time by RMS (excluding the Motorway Stratum).

"Management Services Agreement" means the agreement entitled "Western M7 Management Services Agreement" between NorthWestern Roads Management Services Company Pty Ltd ACN 602 939 097 and the Companies dated on or about the Amendment Date.

"Material Adverse Effect" means a material adverse effect on the ability of:

- (a) the Borrower to pay the Financiers the amounts due or that would have been due

under, and substantially in accordance with, the Debt Financing Documents on the dates that they were (or would have been) due under the Debt Financing Documents, were it not for the occurrence of the relevant event, omission or occurrence; or

- (b) the Partnership and WSO Co to give the following internal rates of return:
- (i) if the relevant event, omission or occurrence occurs on any date on or prior to the NorthConnex Date of Completion:
- A. to the Equity Investors, the Initial Equity Return on the Initial Equity, calculated on the assumption that the Initial Equity was contributed in full on the Satisfaction Date and continues in place until the end of the Term (assuming no circumstance of early termination or extension); and
- B. to the [REDACTED], the [REDACTED] on the [REDACTED], calculated from the time each [REDACTED] was forecast by the M7+M7M12 Model Outputs Schedule to be made to the end of the Term (assuming no circumstance of early termination or extension); or
- (ii) if the relevant event, omission or occurrence occurs on any date after the NorthConnex Date of Completion:
- A. to the Equity Investors, the Initial Equity Return on the Initial Equity, calculated on the assumption that the Initial Equity was contributed in full on the Satisfaction Date and continues in place until the end of the Term (assuming no circumstance of early termination or extension, other than any adjustment in accordance with the M7-M12 Integration Project Management Deed); and
- B. to the [REDACTED], the [REDACTED] on the [REDACTED], calculated from the time each [REDACTED] was forecast by the M7+M7M12 Model Outputs Schedule to be made to the end of the Term (assuming no circumstance of early termination or adjustment other than any adjustment in accordance with the M7-M12 Integration Project Management Deed); and
- C. to the Integration Equity Investors, the Integration Post-Completion Return on the Actual Integration Investment Advances, calculated from the time each Actual Integration Investment Advance was made to the end of the Term (assuming no circumstance of early termination or extension other than any adjustment in accordance with the M7-M12 Integration Project Management Deed).

"Maximum Upfront Costs Cap" means [REDACTED]

"**MIIML**" means Macquarie Infrastructure Investment Management Limited (ABN 67 072 609 271) in its then capacity as trustee of the WSO Holding Trust.

"**Minister**" means any minister responsible for administering Part 5 (Classification of Roads) of the Roads Act.

"**Motorway**" means:

- (a) the road and other physical works, facilities, systems and Services described in section 2.3.2(a) of the Scope of Works and Technical Criteria including the WSO Control Centre and all Motorway Plant and Equipment and other improvements in the Motorway or on the Motorway Stratum; and
- (b) the road and other physical works, facilities, systems and Services forming the Retained Works and all Motorway Plant and Equipment and other improvements in the Motorway or on the Motorway Stratum (M7W),

to be called the "Western Sydney Orbital", "Westlink M7" or such other name as may be determined by RMS, excluding the Back Office System and excluding the Returned Works.

"**Motorway Opening Date**" means each date on which part of the Motorway is opened to traffic for the safe, efficient and continuous passage of vehicles in accordance with this Deed (which was 16 December 2005 in respect of the "Motorway" in its form prior to the Date of Integration Completion).

"**Motorway Plant and Equipment**" means all plant, equipment, fixtures, fittings, furniture, machinery and spare parts:

- (a) to be used on, in connection with, or as part of, the Motorway, as described in the Scope of Works and Technical Criteria; or
- (b) required to operate, maintain and repair the Motorway or maintain and repair the Third Party Works,

and includes any replacement or additions thereto, but, to avoid doubt, excludes any plant, equipment, fixtures, fittings, furniture, machinery and spare parts relating to the Back Office System or the Returned Works.

"**Motorway Stratum (M7W)**" has the meaning contained in the Amended Motorway Stratum Agreement to Lease.

"**Motorway Stratum Agreement to Lease**" means the deed entitled "Motorway Stratum Deed of Agreement to Lease" between RTA and WestLink dated 13 February 2003, as amended and restated prior to the Integration Satisfaction Date.

"**Motorway Stratum Lease**" means the lease of the Motorway Stratum granted by RMS to WestLink under the Motorway Stratum Agreement to Lease.

"**Motorway Stratum**" means the stratum of real property to be the subject of the Motorway Stratum Lease, as determined in accordance with the Amended Motorway Stratum Agreement to Lease.

"**Motorway Stratum Lease (2048)**" has the meaning given to that term in the Amended Motorway Stratum Agreement to Lease.

"Motorway Stratum Lease (M7W)" has the meaning given to that term in the Amended Motorway Stratum Agreement to Lease.

"Motorway Stratum Sub-Lease" means the sublease of the Motorway Stratum granted by WestLink to WSO Co under the Offer to Sub-Lease.

"Native Title Application" means any claim or application under any Law or future Law relating to native title, including any application under section 61 of the *Native Title Act 1993* (Cth) or any claim under the *Aboriginal Land Rights Act 1983* (NSW), except for any such claim or application which is in any way materially based or reliant upon the existence of Artefacts on, under, near or around the Construction Site or the Temporary Areas.

"No Consent Refinancing" means any Refinancing which:

- (a) satisfies the criteria in clause 31.4(c); and
- (b) RMS has confirmed in writing under clause 31.4(b)(iii) is a No Consent Refinancing or which RMS is deemed to have so confirmed under clause 31.4(b)(iv).

"NorthConnex" means the motorway consisting of two new road tunnels under Pennant Hills Road and the Northern Railway, linking the M1 motorway to the M2 motorway in New South Wales.

"NorthConnex Abandonment Notice" means a notice issued by RMS to the NorthConnex Project Company under clause 27.3(a)(iii) of the NorthConnex Project Deed by which RMS elects to abandon the "Project" (as defined in the NorthConnex Project Deed) and terminate the NorthConnex Project Deed.

[REDACTED]

"NorthConnex Amending Deed" means the document entitled "Amending Deed: Motorway Site Lease (NorthConnex)" between Transport and NorthConnex Company Pty Ltd dated on or about the date of the Integration Project Deed.

"NorthConnex Capital Contributions" means [REDACTED]

"NorthConnex Completion" has the meaning given to "Completion" in the NorthConnex Project Deed.

[REDACTED]

[REDACTED]

"NorthConnex Date of Completion" has the meaning given to "Date of Completion" in the NorthConnex Project Deed.

[REDACTED]

"NorthConnex Financial Close" has the meaning given to "Financial Close" in the NorthConnex Project Deed.

"NorthConnex Investor FinCo" means NorthConnex Finance Pty Ltd (ACN 169 448 800).

"**NorthConnex Letters of Credit**" means the letters of credit provided to RMS in accordance with [REDACTED]

"**NorthConnex Pre-Completion Termination Notice**" means a notice issued by RMS to the NorthConnex Project Company under clause 27.3(a)(iv) of the NorthConnex Project Deed by which RMS elects to terminate the NorthConnex Project Deed and endeavour to complete construction of the "Motorway" (as defined in the NorthConnex Project Deed).

"**NorthConnex Project Company**" means NorthConnex Company Pty Ltd (ACN 602 719 513).

"**NorthConnex Project Deed**" means the NorthConnex Project Deed dated on or about the Amendment Date between RMS and the NorthConnex Project Company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"**NorthConnex State Works Contractor**" means NorthConnex State Works Contractor Pty Ltd (ACN 169 328 385).

"**NorthConnex State Works Deed**" means the NorthConnex Project State Works Deed dated on or about the Amendment Date between RMS and the NorthConnex State Works Contractor.

"**NorthConnex Termination Event**" means the termination of the NorthConnex Project Deed in accordance with clause 9.10(c), clause 27.11, clause 27.12 or clause 27.13 of the NorthConnex Project Deed where such termination occurs prior to the achievement of NorthConnex Completion.

"**NorthConnex Trigger Event**" means, prior to NorthConnex Completion occurring, RMS providing the NorthConnex Project Company with a NorthConnex Abandonment Notice or a NorthConnex Pre-Completion Termination Notice.

"**NorthConnex Works**" has the meaning given to that term in the NorthConnex/M7 Interface Deed.

"**NorthConnex/M7 Interface Deed**" means the deed entitled "NorthConnex/M7 Interface Deed" dated on or about the Amendment Date between WSO Co, WestLink and the NorthConnex Project Company.

"**O&M Agreement**" means the deed so entitled between WSO Co and the Operator dated 13 February 2003.

"**O&M Best Practices**" means operating, maintenance and repair practices required to achieve a result consistent with Law, reliability, safety, protection of the Environment and the requirements of this Deed, including everything reasonably necessary to ensure that:

- (a) the Motorway is operated, maintained and repaired in a manner safe to people and the Environment;
- (b) the Motorway is functioning as designed;
- (c) operation, maintenance and repairs are performed to ensure reliable long-term and safe operation and are performed by trained and experienced personnel utilising proper equipment, tools and procedures;
- (d) sufficient operation and maintenance personnel are available and are adequately experienced and trained;
- (e) adequate materials, resources and supplies are available to ensure compliance with the requirements of this Deed under normal conditions and reasonably anticipated abnormal conditions;
- (f) the principle of continuous improvement is adhered to, that is, a commitment to continually improving the standards and quality of the operation and maintenance of the Motorway and the manner in which it is carried out including ensuring that the operation and maintenance of the Motorway is carried out in a manner which at all times remains consistent with the overall road network systems and standards; and
- (g) advancements in technology which are required to comply with the principle in paragraph (f) are promptly responded to and incorporated into the operation and maintenance of the Motorway.

"O&M Documents" means:

- (a) the O&M Agreement;
- (b) the O&M Technical Assistance Agreement;
- (c) the TCM Agreement;
- (d) the TCM Technical Services Agreement; and
- (e) the Technology Implementation and Services Agreement.

"O&M Manuals" means the manuals described in clause 15.4 (as amended and updated from time to time in accordance with clause 15.4 or clause 16 of Annexure A to the Integration Project Deed) including the Project Plans incorporated into them as required by clause 7.4(1), which describes the policy, practices and procedures for the operation and maintenance of the Motorway and the maintenance of the Third Party Works.

"O&M Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria and updated in accordance with the Integration Project Deed, the initial one of which appears as Appendix 49 to the Scope of Works and Technical Criteria.

"O&M Technical Assistance Agreement" means the document entitled "Technical Assistance Agreement" dated 13 February 2003 between the Operator, the Contractors and WSO Co.

"O&M Work" means all things or tasks which WSO Co is, or may be, required to do in discharging its operation, maintenance and repair obligations under this Deed.

"Occupational Health, Safety and Rehabilitation Management Plan" means the Project Plan of that name prepared by the Companies referred to in Appendix 60 to the Scope of

Works and Technical Criteria, the initial one of which appears as Appendix 52 to the Scope of Works and Technical Criteria.

"Offer to Sub-Lease" means the document of that name between WestLink and WSO Co dated on or about 13 February 2003.

"Operating Costs" means [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Operating Services" means those activities which comprise:

- (a) WSO Co's operation, maintenance and repair obligations under this Deed in respect of the Motorway; and
- (b) the Tolling Services.

"Operator" means WestLink (Services) Pty Limited (ABN 21 096 511 376), or such other person approved by RMS.

"Operator's Side Deed" means the deed so entitled between WSO Co, the Operator and RTA dated 13 February 2003.

"Original Base Case Financial Model" means the financial model and assumptions prepared by or for the Companies and submitted to RMS on or before the Satisfaction Date.

"Original Deed of Disclaimer" means the deed poll given by WestLink and the Contractors in favour of RTA dated 1 November 2001.

"Original WEPD" means the deed entitled "Equity Participants Deed" dated 13 February 2003 between inter alia the Companies and the Partners as amended from time to time prior to the Amendment Date.

"PAFA Act" means the *Public Authorities (Financial Arrangements) Act 1987* (NSW).

"PAFA Act Guarantee (2003)" means the deed of guarantee dated 13 February 2003 between the Crown in the right of the State of New South Wales, RTA, the Companies and the Security Trustee which, as at the Amendment Date has been superseded.

"PAFA Act Guarantee (2014)" means the guarantee given by way of deed poll dated 4 August 2014 by the State of New South Wales.

"Parcel" means a parcel of land and property of which RMS is not the registered proprietor and in relation to which, or upon which, Property Works are to be undertaken.

"Partner" means:

- (a) on the date of this Deed, each of LMI Westlink Partner No. 1 Pty Limited (ACN 102 790 063), LMI WestLink Partner No. 2 Pty Limited (ACN 103 147 717), LMI WestLink Partner No. 3 Pty Limited (ACN 103 147 833), LMI WestLink Partner No. 4 Pty Limited (ACN 103 147 888), Abbey WestLink Partner No. 1 Pty Limited (ACN 103 141 135), Abigroup WestLink Partner No. 2 Pty Limited (ACN 103 141 153), Abbey WestLink Partner No. 3 Pty Limited (ACN 103 141 162), Abigroup WestLink Partner No. 4 Pty Limited (ACN 103 141 180), Transurban in its capacity as trustee of the Transurban WSO Trust and WSO IM3 in its capacity as trustee of the WSO Holding Trust; and
- (b) thereafter, each partner in the Partnership from time to time,

and **"Partners"** means all of them.

"Partners' Undertaking" means the deed so entitled between RTA, WestLink and each Partner dated 13 February 2003.

"Partnership" means WestLink Motorway Partnership, governed by the Westlink Motorway Partnership Deed.

"Party" means each of RMS and each Company and **"Parties"** means all of them.

"Performance Standards" means the standards to which this Deed requires WSO Co to perform Operating Services, including the:

- (a) security standards to be met by WSO Co in respect of the Motorway;
- (b) required functionality of the Motorway;
- (c) safety and reliability standards to be met by the Motorway; and
- (d) level of service to be provided in respect of the Motorway,

as required by this Deed, including as ascertainable from this Deed.

"Permitted Dealing" means:

[REDACTED]

"Planning Minister's Approval" means the approval issued by the Minister for Planning in respect of the Project dated 28 February 2002 and all conditions to it which appears as Exhibit B and includes all documents incorporated by reference, as amended or modified from time to time.

"Pollution" includes any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Environment:

- (a) unsafe or unfit for habitation or occupation by persons or animals;
- (b) degraded in its capacity to support plant life;
- (c) contaminated; or
- (d) otherwise environmentally degraded.

"Principal Repayment" means [REDACTED]

"Project" means:

- (a) the investigation, financing, planning, design, construction and commissioning of the Project Works and the Temporary Works;
- (b) the operation, maintenance and repair of the Motorway;
- (c) the maintenance and repair of the Third Party Works;
- (d) the hand over of the Motorway to RMS at the end of the Term; and
- (e) the levying and collection of tolls.

"Project Assets" means all assets associated with the Project including:

- (a) prior to the Completion Date of Stage 1, the Project Works and the Temporary Works;
- (b) after the Completion Date of Stage 1, the Motorway and until the Completion Date of Stage 2, the remaining Project Works and Temporary Works in respect of Stage 2;
- (c) the Design Documentation;
- (d) the D&C Program;
- (e) operation and maintenance records and quality assurance plans and other documents;
- (f) the Companies rights under the Project Documents and the Integration Project Documents;
- (g) at least one set of the hard copy and any computer disk of the O&M Manuals; and
- (h) residual rights under insurances,

but excluding the Back Office System and the Returned Works.

"Project Debt" means:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

"Project Debt Repayment Date" means the date on which all of the Project Debt is fully and finally repaid.

"Project Documents" means:

- (a) this Deed;
- (b) the Amended Motorway Stratum Agreement to Lease;
- (c) the Motorway Stratum Agreement to Lease;
- (d) the Motorway Stratum Lease;
- (e) the Motorway Stratum Lease (M7W);
- (f) the Motorway Stratum Lease (2048);
- (g) the Amended Gantry Land Agreement to Lease;
- (h) the Gantry Land Agreement to Lease;
- (i) the Gantry Land Lease;
- (j) the Gantry Land Lease (M7W);
- (k) the Gantry Land Lease (2048);
- (l) the D&C Contract;
- (m) the Contractors' Side Deed;
- (n) the Operator's Side Deed;
- (o) the TCM Operator's Side Deed;
- (p) the TISA Side Deed;
- (q) the RMS Security;

- (r) the O&M Documents;
- (s) the Equity Documents;
- (t) the RTA Consent Deed;
- (u) Deed of Variation No. 1;
- (v) RTA Consent Deed - Accession and Release Deed;
- (w) RTA Security and Partners' Undertaking - Accession and Release Deed;
- (x) the RTA Consent Deed (2010);
- (y) Deed of Variation No. 2;
- (z) the RMS Consent Deed (2012);
- (aa) Deed of Variation No. 3;
- (bb) the RMS Consent Deed (2014);
- (cc) Deed of Variation No. 4;
- (dd) the Debt Financing Documents;
- (ee) the Deed of Appointment of Independent Verifier;
- (ff) the PAFA Act Guarantee (2014);
- (gg) the Partners' Undertaking;
- (hh) the Security Trustee's consent instrument under the RMS Consent Deed dated on or about the date of the Integration Project Deed; and
- (ii) any other document which the Parties agree is a Project Document.

"Project Industrial Relations Plan" means the plan of that name to be prepared by the Companies in accordance with clause 7.17.

"Project Management Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 45 to the Scope of Works and Technical Criteria.

"Project Plan" means each of the:

- (a) Traffic Management and Safety Plan;
- (b) Quality Plan;
- (c) Project Management Plan;
- (d) Environmental Management Plans;
- (e) Design Plan;
- (f) Construction Plan;
- (g) O&M Plan;

- (h) Community Involvement Plan;
- (i) Occupational Health, Safety and Rehabilitation Management Plan;
- (j) Incident Response Plan; and
- (k) Project Training Plan.

(which separately identifies (to the extent relevant to do so) anything which either Company is obliged to do) as each such plan may be updated, amended and developed under clause 7.4.

"Project Training Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 42 to the Scope of Works and Technical Criteria.

"Project Works" means, in respect of each Company, the physical works which that Company must design, construct and complete under this Deed (as separately identified in the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date)) including:

- (a) in the case of WestLink:
 - (i) the Motorway (other than the Motorway Plant and Equipment);
 - (ii) the Service Works;
 - (iii) the Local Road Works; and
 - (iv) the Property Works,
 but excluding the Temporary Works and the Integration Works; and
- (b) in the case of WSO Co, the Motorway Plant and Equipment.

"Property Works" means:

- (a) those works described in section 2.3.2(b) of the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date); and
- (b) all other works necessary to ensure that:
 - (i) the amenity of;
 - (ii) access to and egress from; or
 - (iii) the functionality of,
 any property (including any structure thereon), including such property located outside of the Construction Site or the Temporary Areas, which is affected by the Company's Work is maintained to at least the standard that it was in immediately prior to the date of this Deed (subject to fair wear and tear, and the normal useful life of any structure) including:
 - (iv) fences to separate the property located outside of the Construction Site and Temporary Areas from property located within the Construction Site and Temporary Areas;
 - (v) access routes;

- (vi) drainage structures; and
- (vii) landscaping and reinstatement works.

"Proposed Refinancing Date" means, in respect of a Refinancing, the date contained in the Refinancing Model upon which the Refinancing is expected to occur (or such earlier date as the parties may agree).

"PTAL" means Perpetual Trustees Australia Limited (ACN 003 431 827).

"Public Transport Corridor" means:

- (a) the real property in between the carriageways of the Motorway which will not be included in the Motorway Stratum or the Motorway Stratum (M7W); and
- (b) any additional real property which becomes part of the "Public Transport Corridor" pursuant to clause 18.6.

"QIC" means QIC Private Capital Pty Ltd ABN 83 076 279 528, on behalf of its managed clients.

"QSuper" means The Board of Trustees of the State Public Sector Superannuation Scheme, as trustee of the State Public Sector Superannuation Fund.

"QTC" means Queensland Treasury Corporation.

"Qualifying Additional Debt" means, [REDACTED]

[REDACTED]

[REDACTED]

"Quality Manager" means [REDACTED], or such other person as may be agreed by RMS and each Company.

"Quality Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 44 to the Scope of Works and Technical Criteria.

"Quarter" means:

- (a) in the case of the first Quarter, the period commencing on the first day of the Term and expiring on the day immediately prior to the first Quarterly Date occurring during the Term;
- (b) each 3 month period commencing on a Quarterly Date thereafter; and
- (c) in the case of the last Quarter, the period commencing on the last Quarterly Date occurring during the Term and ending on the expiry of the Term.

"Quarterly Date" means 1 January, 1 April, 1 July and 1 October in any year during the Term.

"Rail Agreement" means the deed entitled "Western Sydney Orbital Rail Agreement" dated 13 February 2003 between the Companies, Rail Infrastructure Corporation, the State Rail Authority of New South Wales and the Office of the Co-ordinator General of Rail.

[REDACTED]

"Recognised Insurance Markets" means the Australian and London Insurance Markets.

"Refinancing" means [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

"Refinancing Gain" has the meaning given to that term in clause 31.4(f).

"Refinancing Model" has the meaning given to that term in clause 31.4(b).

"Refinancing Model Outputs Schedule" means, in respect of a Refinancing Model, the page so entitled of that model prepared in accordance with clause 31.4(i)(i)B and clause 31.4(i)(i)G.

"Related Body Corporate" has the same meaning as in the Corporations Act.

"Relevant Entity" has the meaning given to that term in clause 15.10(a)(i).

"Retained Works" has the meaning given to that term in the Integration Project Deed.

"Relevant Insurer" means an insurer with a claims paying ability rating of [REDACTED] by AM Best or another recognised insurance rating agency.

"Returned Works" has the meaning given to that term in the Integration Project Deed.

"Revenue" means for a period all the following amounts received by the Companies from or in relation to the Project during that period:

- [REDACTED]

- [REDACTED]
- [REDACTED]

but excluding:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

"Review Periods" has the meaning given in clause 15A.4(b).

"RMS Consent Deed (2012)" means the deed entitled "RMS Consent Deed (2012)" dated 25 September 2012 between, amongst others, RMS, the Borrower, WSO Co, WestLink, each Partner, the WestLink Motorway Partnership (as defined therein), National Australia Bank Limited (as agent) and the Security Trustee.

"RMS Consent Deed (2014)" means the deed entitled "RMS Consent Deed (2014) - Westlink M7 Refinancing" dated 4 August 2014 between, amongst others, RMS, the Borrower, WSO Co, WestLink, each Partner, the WestLink Motorway Partnership (as defined therein), National Australia Bank Limited (as agent) and the Security Trustee.

"RMS Refinancing Share" has the meaning given in clause 31.4(f)(v).

"RMS Security" means:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]

"Roads Act" means the *Roads Act* 1993 (NSW).

"Roadside Tolling System" means:

- (a) the Technical Cabinets;
- (b) the devices installed on gantries; and
- (c) associated cabling on the gantries and to the Technical Cabinets on or over the Motorway's carriageway or otherwise on or near the Motorway,

which comprise part of or are used in connection with the Toll Collection System elements described in clauses 3.1(a)(i) to 3.1(a)(iv) of Appendix 15 to the Scope of Works and Technical Criteria.

"RTA Consent Deed" means the deed of that name dated 13 February 2003 between RTA, the Companies, each Partner, the Borrower and the Security Trustee on behalf of the Financiers.

"RTA Consent Deed - Accession and Release Deed" means the deed entitled "RTA Consent Deed - Accession and Release Deed" dated 26 February 2009 between, amongst others, the RTA, WestLink, WSO Co, the Borrower, MIIML, each Partner, the New WSOHT Trustee (as defined therein) and the Security Trustee.

"RTA Consent Deed (2010)" means the deed entitled "RTA Consent Deed (2010)" dated 13 September 2010 between, amongst others, the RTA, the Borrower, WSO Co, WestLink, each Partner, the WestLink Motorway Partnership (as defined therein), National Australia Bank Limited (as agent) and the Security Trustee.

"RTA Security and Partners' Undertaking - Accession and Release Deed" means the deed entitled "RTA Security and Partners' Undertaking - Accession and Release Deed" dated 26 February 2009 between, amongst others, the RTA, WestLink, WSO Co, the Borrower, MIIML, each Partner and the New WSOHT Trustee (as defined therein).

"S&P" means Standard & Poor's (Australia) Pty Limited, ACN 007 324 852 and its successors and assigns.

"Satisfaction Date" means the day on which all of the conditions precedent in clause 3.1 were satisfied or waived, which was 14 February 2003.

"Scope of Works and Technical Criteria" means the document and drawings set out in Exhibit A (which separately identifies, to the extent it is relevant to do so, the Project Works and the Temporary Works of each Company), as updated from time to time including pursuant to clause 9.11.

"Security Bonds" means the unconditional and irrevocable bank undertakings referred to in clause 13.1.

"Security Trust Deed" means the deed so entitled dated 13 February 2003 between the Security Trustee and the Borrower.

"Security Trustee" means National Australia Bank Limited ABN 12 004 044 937 or such other person appointed as security trustee under the Security Trust Deed.

"Senior Project Group" means the group referred to in clause 2.6.

"Service" means any service or item of infrastructure, including water, electricity, gas, fuel, telephone, existing drainage, sewerage, railway and electronic communications services (except those communication systems provided as part of the Motorway as generally described in Appendix 18 of the Scope of Works and Technical Criteria).

"Service Works" means the construction, modification or relocation of Services, all of which are to be designed and constructed by WestLink or its contractors and handed over to RMS, an Authority or to another person in accordance with this Deed.

"Site Access Schedule" means Exhibit G.

"Sponsor Entity" means each of:

■ [REDACTED]
■ [REDACTED]

[REDACTED]

"Stage" means either Stage 1 or Stage 2.

"Stage 1" means all parts of the Project Works and Temporary Works necessary to open the Motorway to the public for the safe, efficient and continuous passage of vehicles as generally described in Appendix 56 to the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date).

"Stage 2" means the balance of the Project Works not completed as part of Stage 1.

"State Law" means legislation of the State of New South Wales including regulations and subordinate legislation (but which for the avoidance of doubt excludes any Approval).

"State Works" has the meaning given to that term in the State Works Deed.

"State Works Deed" means the deed entitled "M7-M12 Integration Project State Works Deed" dated on or about the date of the Integration Project Deed between Transport and the State Works Contractor.

"State Works Contractor" means the M7 State Works Contractor Pty Ltd (ACN 664 602 249 in its capacity as trustee of the M7 State Works Contractor Trust.

[REDACTED]

"Submitted Documents" has the meaning given to it in clause 15A.4(a).

[REDACTED]

"Subsidiary" has the meaning given to that term in the Corporations Act, but an entity will also be taken to be a Subsidiary of an entity if that entity Controls it and without limitation:

- (a) a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share;
- (b) an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation; and
- (c) if there are one or more interposed entities between it and the entity that Controls it.

"Taxes" means all income tax, stamp duty, and other taxes, levies, imposts, duties, deductions, charges and withholdings plus any interest, penalties, charges, fees or other amounts payable in respect thereof.

"TCM Agreement" means the deed entitled "Tolling and Customer Management Agreement" between WSO Co and the TCM Operator originally dated 13 February 2003:

- (a) as amended with effect on and from the first day of the month following NorthConnex Financial Close, in respect of fees and certain other matters, in the form of the document attached as Schedule 1 to the TCM Amending Deed -fee variation; and
- (b) as further amended with effect on and from the GLIDE Go Live Date in respect of the Tolling Services, in the form of the document attached as Schedule 1 to the TCM Amending Deed - post GLIDE..

"TCM Amending Deed - fee variation" means the deed entitled " TCMA Amending Deed – fee variation" between WSO Co, RMS and the TCM Operator dated on or around the date of the Deed of Variation No. 4.

"TCM Amending Deed - post GLIDE" means the deed entitled " TCMA Amending Deed – post-GLIDE TCMA" between WSO Co, RMS and the TCM Operator dated on or around the date of the Deed of Variation No. 4.

"TCM Operator" means Roam Tolling Pty Limited (ACN 103 186 670), or such other person approved by RMS.

"TCM Operator's Side Deed" means the deed so titled between WSO Co, the TCM Operator and RTA dated 13 February 2003.

"TCM Technical Services Agreement" means the document entitled "TCM Technical Services Agreement" dated 13 February 2003 between the TCM Operator, Transurban Limited (ABN 96 098 143 410) and WSO Co.

"Technical Cabinet" means a secure metal enclosure containing the supporting electronic equipment package located near the Motorway's carriageway to control the detection, classification, electronic imaging and tag communication and electronic imaging devices.

"Technology Implementation and Services Agreement" means the agreement entitled "Technology Implementation and Services Agreement for the Western Sydney Orbital" dated on or about the date of the Deed of Variation No. 4 between WSO Co and Transurban Limited (ACN 098 143 410).

"Technology Operator" means Transurban Limited (ACN 098 143 410), or such other person approved by RMS.

"Temporary Areas" means the land described in the schedule and shaded on the plans contained in Appendix 3 of the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date).

"Temporary Works" means any temporary physical work performed for the purpose of carrying out the Company's Work, but which does not form part of the Project Works.

"Term" means the period commencing on the earlier of:

- (a) the Completion Date of Stage 1; and
- (b) the first Motorway Opening Date,

and ending on the date specified in clause 28.1(b).

[REDACTED]

"Third Party Works" means:

- (a) all Local Road Works and Property Works within the Maintenance Site; and
- (b) any Service Works and Services which are not handed over to and maintained by a utility owner, Service provider or person other than RMS.

"THML" means The Hills Motorway Limited (ABN 28 062 329 828).

"TISA Side Deed" means the deed entitled "Western Sydney Orbital TISA Side Deed" between WSO Co, the Technology Operator and RMS dated on or about the date of the Deed of Variation No. 4.

"Toll Calculation Schedule" means Schedule 8.

"Toll Collection System" means the system proposed to be used or used (as the case may be) by WSO Co or its contractors for imposing and collecting tolls in relation to the use of the Motorway, as described in section 5.12 of, and Appendix 15 to, the Scope of Works and Technical Criteria.

"Tollable Section" means each section of the Motorway for which there is a prescribed toll in the Toll Calculation Schedule.

"Tolling Services" means the collection of tolls, charges and fees, including the management of customer accounts, transaction processing and billing.

"Traffic Management and Safety Plan" means the Project Plan of that name referred to in Appendix 60 to the Scope of Works and Technical Criteria, the initial one of which appears as Appendix 53 to the Scope of Works and Technical Criteria.

"Transurban" means Transurban Nominees Pty Limited (ACN 103 029 269) in its capacity as trustee of the Transurban WSO Trust.

"Transurban Holdings" means Transurban Holdings Limited (ACN 098 143 429).

"Transurban Holding Trust" means Transurban Holding Trust (ARSN 098 807 419).

"Transurban WSO Trust" means the trust created by the Transurban WSO Trust Deed and named the Transurban WSO Trust.

"Transurban WSO Trust Deed" means the [REDACTED]

"Trigger Event" means [REDACTED]

"Ultimate Shareholder" means:

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

Uninsurable means, in relation to a risk, either that:

- (a) insurance is not available with any Relevant Insurer; or
- (b) the insurance premium payable for the insurance is at such a level or the terms and conditions are such that a reputable insurance broker acceptable to the parties certifies that in its reasonable opinion the risk is not generally being insured against with Relevant Insurers by prudent, competent and experienced concessionaires, designers, contractors and/or operators (as applicable) of motorways or tollroads.

"Uninsurable Event" means:

- (a) **(specific events)** at any time, the occurrence of:
 - (i) an event referred to in paragraph (a)(ii), (a)(iii) or (a)(iv) of the definition of Force Majeure; or
 - (ii) a Force Majeure event which:
 - A. causes physical loss or damage to the Motorway; or
 - B. prevents the Motorway being open to the public for the safe, continuous and efficient passage of vehicles,in respect of which no Company is insured and which is Uninsurable; or
- (b) **(unanticipated events)** at any time during the Term, the occurrence of an unanticipated physical event which:
 - (i) is beyond the reasonable control of the relevant Company and its contractors and which could not have been prevented or avoided by that Company or its contractors taking steps which a prudent, experienced and competent concessionaire, designer, constructor (or, in the case of WSO Co, operator) of tollroads would have taken, including by the exercise of reasonable care;
 - (ii) is not in the exercise by RMS of any of its functions and powers pursuant to any legislation; and

- (iii) directly:
- A. results in a loss arising out of or in connection with physical loss of or damage to:
- 1) the Motorway; or
 - 2) property or land in the immediate vicinity of the Motorway and which prevents or materially impairs the safe passage of vehicles on the Motorway; or
- B. prevents the Motorway being open to the public for the safe, continuous and efficient passage of vehicles,

in respect of which:

- (iv) **(no insurance available)** no insurance is available for that event from a Relevant Insurer in Recognised Insurance Markets at that time;
- (v) **(insurance available but terms out of market)** insurance is available for that event at that time, but the terms and conditions (including as to premiums and deductibles) on which the insurance is generally available from a Relevant Insurer in Recognised Insurance Markets are such that an independent insurance broker acceptable to all Parties certifies that in its reasonable opinion the event is not generally being insured against with Relevant Insurers by prudent, competent and experienced concessionaires, designers, contractors and operators of toll roads in Recognised Insurance Markets and is not insured by either Company at that time; or
- (vi) **(loss exceeds insurance (if any) taken out)** the loss suffered by the relevant Company as a result of the occurrence of the event exceeds the recoverable amount (after deductibles) under any insurance policy effected by the Company,

provided that no Uninsurable Event will arise under this paragraph (b) to the extent that:

- (vii) **(acts or omissions)** the insurance (if any) effected by a Company did not respond to the event due to an act or omission of either Company or its contractors, including a breach of the policy by, or the negligence of, either Company or its contractors;
- (viii) **(insurer insolvent)** the amount that should have been paid under the insurance (if any) effected by a Company in respect of the event was not paid because the insurer was insolvent;
- (ix) **(breach)** the event resulted from a breach of this Deed or any other contract by a Company or its contractors, or any negligence of either Company or its contractors, agents or employees; or
- (x) **(under-insurance)** the recoverable amount (after deductibles) under the insurance (if any) effected by a Company in respect of the event was less than the recoverable amount (after deductibles) under the insurance (if any) for that event generally available from Relevant Insurers and being purchased in Recognised Insurance Markets by prudent, competent and

experienced concessionaires, designers, contractors and operators of tollroads from Relevant Insurers at that time (notwithstanding that the Company effected insurance for the limits of liability specified in clause 22.5).

"Upfront Costs" means all fees, costs and expenses payable by the Borrower or a Company (or a Related Body Corporate of a Company) to external financiers, advisers or consultants or to RMS under clause 31.4(g) in connection with a Refinancing at the time of financial close of that Refinancing.

"Westlink Motorway Partnership Deed" means the amended Original WEPD annexed to the deed of amendment entitled "Deed of Amendment (WEPD)" dated 31 October 2014 between the Partners and WestLink Motorway Limited (ACN 096 512 300) as nominee.

"WSO Co Funding Facility Deed" means the [REDACTED]

"WSO Control Centre" means the building, facilities, equipment and systems described in section 7.13.1 of the Scope of Works and Technical Criteria.

"WSO Holding Trust" means the trust created by the WSO Holding Trust Deed and named the Western Sydney Orbital Holding Trust.

"WSO Holding Trust Deed" means the constitution of the WSO Holding Trust dated 13 December 2002 and executed by MIIML.

"WSO IM3" means WSO Investment Management No.3 Pty Limited (ACN 134 324 520) in its capacity as trustee of the WSO Holding Trust (having replaced MIIML in that capacity).

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (b) the expression "person" includes an individual, body politic, a corporation, a statutory or other authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) the expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- (d) a reference to any party includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking by way of novation;
- (e) a reference to this Deed or to any other deed, agreement, document or instrument (other than the Original Base Case Financial Model, the Base Case Financial Model or the NorthConnex Project Deed) includes, respectively, this Deed or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (ea) a reference to the NorthConnex Project Deed (including a defined term of, or a cross reference to a clause in, that deed) is a reference to the NorthConnex Project Deed as at the Amendment Date;

- (f) a reference to any legislation or to any section or provision of it includes any statutory modification or re-enactment or any statutory provision substituted for it and all ordinances, by-laws, regulations, rules and other statutory instruments (however described) issued under it;
- (g) subject to clause 2.3, a reference in this Deed to any act or omission of RMS includes any demand, determination, direction, instruction, order, rejection, request or requirement made or given by RMS;
- (h) words importing the singular include the plural (and vice versa) and words denoting a given gender include all other genders;
- (i) a reference to a clause, Schedule or Exhibit is a reference to a clause, Schedule or Exhibit of or to this Deed;
- (j) a reference to this Deed or any other Project Document or Integration Project Document includes all schedules, annexures or exhibits to this Deed or the Project Document or Integration Project Document;
- (k) where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of such 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 "\$" or "dollar" is to Australian currency;
- (n) a reference to any thing is a reference to the whole or any part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (o) a reference in this Deed or in the Environmental Documents to:
- (i) the "Project Environment Plan", or "PEMP";
 - (ii) the "Construction Environmental Plan", or "CEMP";
 - (iii) the "Environmental Management Plan (Construction Stage), or "EMP (Construction Stage)";
 - (iv) the "Operational Environmental Management Plan", or "OEMP";
 - (v) the "Environmental Management Plan (Operation Stage)";
 - (vi) the "environmental management plan", "EMP" or "EMP(s)"; and
 - (vii) any other form of letters or words indicating an intention to refer to a plan relating to environmental management,
- will be read as a reference to the Environmental Management Plan; and
- (p) a reference in this Deed to "the date of this Deed" or corresponding expressions means 13 February 2003.

1.3 Contra proferentem

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

1.4 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.

1.5 Certification

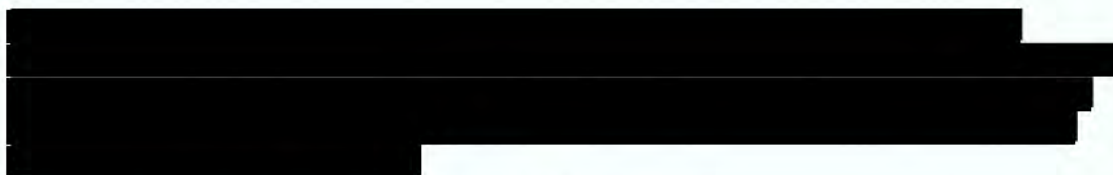
For the purposes of this Deed, a copy of a document will be regarded as duly certified by a Company if it is certified as a true copy by a director, secretary or general manager of the Company, as the case may be.

1.6 Order of precedence

- (a) Subject to paragraph (b), the following order of precedence applies in the event of any inconsistency, ambiguity or discrepancy between the various documents comprising this Deed or designated as Project Documents or Integration Project Documents and to which Transport and one or both Companies are party:
 - (i) this Deed, excluding the Schedules and Exhibits;
 - (ii) the Environmental Documents;
 - (iii) the Schedules and the remaining Exhibits to this Deed;
 - (iv) the Integration Project Deed; and
 - (v) any other such documents.
- (b) If the relevant inconsistency, ambiguity or discrepancy relates to:
 - (i) the Returned Works;
 - (ii) the Third Party Works (as defined in the Integration Project Deed); or
 - (iii) the planning, design, construction and commissioning of the Integration Works,

then the Integration Project Deed (including its schedules and exhibits) prevails over all other documents.

1.7 Debt servicing payments



1.8 Capacity of WestLink and change of Partners

WestLink enters into this Deed as agent and nominee for the Partners from time to time. The rights and obligations of WestLink under this Deed at any time are the rights and obligations of the Partners at that time. Subject to clause 31.1, each party to this Deed agrees that any

substitution certificate or transfer document executed pursuant to the Westlink Motorway Partnership Deed ("**Substitution Instrument**") operates, with effect from the date the substitution takes effect pursuant to the Substitution Instrument, to join as a party to this Deed each entity which signs the Substitution Instrument as an incoming partner.

1.9 NorthConnex Works

- (a) RMS consents to WSO Co and WestLink entering into, performing its obligations and exercising its rights in accordance with the NorthConnex/M7 Interface Deed.
- (b) To the extent that:
 - (i) the NorthConnex Works;
 - (ii) the rectification by the NorthConnex Project Company or its subcontractors of any defects in the NorthConnex Works; or
 - (iii) the performance of any other obligations under the NorthConnex Project Deed to the extent undertaken in accordance with the NorthConnex Project Deed prior to the NorthConnex Date of Completion,

prevents WSO Co or WestLink, from complying with an obligation under this Deed (without requiring WSO Co or WestLink to do or omit from doing anything or expend any funds other than where WSO Co or WestLink would have done or omitted from doing that thing or expended those funds in any case) then:

 - (iv) RMS will release WSO Co and WestLink from that obligation to the extent of such prevention, from the time at which the prevention occurred and for so long as WSO Co and WestLink are prevented from complying with that obligation; and
 - (v) WSO Co and WestLink must, within 10 Business Days (or such longer period agreed by the parties (acting reasonably) having regard to the nature of the prevention the subject of the notice) after becoming aware of the breach, give written notice to RMS and demonstrate to RMS's reasonable satisfaction that they have been or are prevented from complying with that obligation by the NorthConnex Works.

2. Relationship of RMS and each Company

2.1 Fundamental obligations

The Companies agree that:

- (a) WestLink must finance, plan, design and construct its Project Works and its Temporary Works in accordance with this Deed;
- (b) WSO Co must finance, plan, design and construct its Project Works and its Temporary Works and then operate, maintain and repair the Motorway and maintain and repair the Third Party Works in accordance with this Deed including (subject to clause 15.2) at all times during the Term, keeping all traffic lanes of the Motorway open to the public for the safe, efficient and continuous passage of vehicles;
- (c) The Companies (as applicable), must yield up possession of the Motorway (other than the Motorway Plant and Equipment) to RMS in accordance with clause 28 upon the end of the Term; and

- (d) WSO Co must yield up possession of the Motorway Plant and Equipment to RMS in accordance with clause 28 upon the end of the Term.

2.2 Project risk

Except as otherwise expressly provided in this Deed (including under clause 19.2), the Companies accept all risks associated with the Project. Without limiting the generality of the foregoing:

- (a) each Company accepts all risks associated with the costs of financing, design and construction of its Project Works and its Temporary Works, and WSO Co accepts all risks associated with the costs of operation, maintenance and repair of the Motorway;
- (b) each Company accepts the risk that revenue from the Project or traffic volumes may be less than expected by either Company or its advisers; and
- (c) each Company accepts the risk of liability for Taxes being greater than estimated by either Company or its advisers.

RMS has not made any representation and gives no warranty in respect of the traffic usage of the Motorway.

For the avoidance of doubt, the risk allocation set out in the first sentence of this clause 2.2 is not to be considered a specific risk allocation for the purposes of the definition of "Force Majeure".

2.3 RMS as an Authority

- (a) Subject to clause 2.3(b), each Company acknowledges and agrees 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 2.3(a)(i), anything which RMS does or fails to do pursuant to its functions and powers under any legislation will be deemed not to:
- A. be an act or omission by RMS under this Deed and will not entitle the Company 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; or
- B. limit the rights and obligations of the parties under clause 19.
- (b) RMS and each Company agree that clause 2.3(a) is taken not to limit any liability which RMS would have had to either Company 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 2.3(a) of this Deed.

2.4 Other Authorities

Each Company acknowledges and agrees that:

- (a) there are Authorities (other than RMS) with jurisdiction over aspects of the Company's Work, parts of the Construction Site, the Temporary Areas and the Maintenance Site and areas affected by the Company's Work (and, in the case of WSO Co, the O&M Work); and
- (b) such Authorities may from time to time exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Company's Work (and, in the case of WSO Co, the O&M Work); and
- (c) except as otherwise provided in this Deed, it bears the full risk of all occurrences of the kind referred to in clause 2.4(b) and will not be entitled to make any Claim against RMS arising out of or in any way in connection with such occurrences.

2.5 No partnership, joint venture or other fiduciary relationship

Neither this Deed nor any other Project Document to which RMS and a Company are both expressed to be parties creates a partnership, joint venture or fiduciary relationship between RMS and that Company.

2.6 Senior Project Group

- (a) A Senior Project Group must be established consisting of:
 - (i) a person appointed under clause 7.1 and 7.2 as the representative of RMS and the Companies respectively;
 - (ii) 2 persons from RMS and 2 persons (in total) from the Companies holding positions more senior to the persons referred to in clause 2.6(a)(i); and
 - (iii) such other members as the Parties may from time to time agree.

The persons referred to in clauses 2.6(a)(i) and 2.6(a)(ii) may appoint delegates to attend Senior Project Group meetings in their absence and to otherwise discharge their responsibilities under this clause.
- (b) The objectives of the Senior Project Group will be to monitor and review the progress of the Project, including to:
 - (i) assist in the resolution of any special matters referred to the Senior Project Group by a Party;
 - (ii) monitor the progress of the Company's Work and the O&M Work; and
 - (iii) review all progress reports provided in accordance with the Company Documentation Schedule.
- (c) The Senior Project Group will meet monthly prior to the Completion Date of Stage 2, and thereafter at such times as requested by any Party.
- (d) 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.
- (e) 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 Company to procure the attendance of representatives of the Operator, the TCM Operator, the Contractors or any subcontractor, supplier or consultant of them at any meeting of the Senior Project Group and the Company must comply with any such request.
- (f) The Companies have the right to have a representative of the Contractors and WSO Co has the right to have a representative of the Operator and a representative of the TCM Operator attend any meeting of the Senior Project Group as an observer.

2.7 RMS action

If:

- (a) either Company fails to perform an obligation under this Deed; and
- (b) that Company has not, within a reasonable time after the date of receipt of a written notice from RMS requiring such failure to be remedied, taken steps to remedy the failure, or having taken such steps, fails to remedy the failure within a reasonable time,

then RMS may take such action as may be necessary to remedy the failure by that Company (including requiring the Motorway or part of it to be closed) and RMS may for this purpose enter the Construction Site, the Temporary Areas, any Extra Land, the Maintenance Site, the Motorway Stratum and any other land upon which the Company's Work or the O&M Work is being carried out.

Any Loss suffered or incurred by RMS in taking action permitted by this clause 2.7 will be a debt due and payable from that Company to RMS.

RMS will cease such action and entry once the failure has been remedied.

Notwithstanding anything else in this clause 2.7, RMS acknowledges and agrees that its rights under this clause 2.7 in connection with the Tolling Services and the Back Office System will be limited to the rights that are exercisable by RMS under the TCM Operator's Side Deed and the TISA Side Deed in the relevant circumstances.

2.8 Indemnities

Where under the terms of this Deed, the Motorway Stratum Agreement to Lease, the Motorway Stratum Lease, the Motorway Stratum Lease (2048), the Motorway Stratum Lease (M7W), the Gantry Land Agreement to Lease, the Gantry Land Lease, the Gantry Land Lease (2048) or the Gantry Land Lease (M7W):

- (a) either Company indemnifies RMS from and against any Claim or Loss, that Company's liability to indemnify RMS will be reduced to the extent that any breach by RMS of this Deed or the other Project Documents to which RMS is a party or other act or omission (including any negligence) of RMS, including an act or omission (including any negligence) of its employees, agents or contractors (other than either Company), contributed to the Claim or Loss;
- (b) RMS indemnifies either Company from and against any Claim or Loss, RMS's liability to indemnify that Company will be reduced to the extent that any breach by either Company of this Deed or the other Project Documents to which RMS is a party or other act or omission (including any negligence) of either Company, including an act or omission (including any negligence) of its employees, agent or contractors, contributed to the Claim or Loss; and

- (c) a Party is obligated to pay an amount in respect of any Loss suffered or incurred by another Party, it excludes Loss as a result of the negligence or wilful default of the payee Party, its employees or agents.

Clauses 2.8(a) and 2.8(c) will not apply to reduce either Company's liability to indemnify or pay RMS to the extent that RMS is held to be vicariously liable at Law for any acts or omissions of either Company or its employees, agents or contractors.

Clause 2.8(a) will not apply to reduce either Company's liability to indemnify RMS to the extent that the act or omission of RMS is an act or omission in the exercise of its rights or powers under this Deed, the Motorway Stratum Agreement to Lease, the Motorway Stratum Lease, the Motorway Stratum Lease (2048), the Motorway Stratum Lease (M7W), the Gantry Land Agreement to Lease, the Gantry Land Lease, the Gantry Land Lease (M7W) or the Gantry Land Lease (2048).

3. Conditions precedent to Satisfaction Date

3.1 Conditions precedent to obligations of the Parties

The rights and obligations of the Parties under this Deed, other than this clause 3 and clauses 6 and 7.16(a) are subject to the satisfaction or waiver of the following conditions precedent:

- (a) 
- (b) 
- (c) 
- (d) 
- (e) 

- (f) [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (g) [REDACTED]
- (h) [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (i) [REDACTED]

which were satisfied or waived on the Satisfaction Date.

3.2 [Not used]

4. Access and Construction Site

4.1 Access

Subject to any other provisions of this Deed affecting access:

- (a) RMS must give WestLink access to the Construction Site and the Temporary Areas in accordance with the Motorway Stratum Agreement to Lease;
- (b) RMS must give WSO Co access to the Construction Site and the Temporary Areas in accordance with the Gantry Land Agreement to Lease; and
- (c) RMS must give WSO Co access to the Maintenance Site in accordance with the Gantry Land Agreement to Lease.

4.1A Committed Boundary Land

- (a) The Parties acknowledge that:
 - (i) whilst most of the boundaries of the Construction Site are defined by existing deposited plans, some of the boundaries are not so defined;
 - (ii) the boundaries which are not defined by existing deposited plans have instead been defined in the "Committed Boundary Drawings" contained

in Part 2 of Appendix 2 of the Scope of Works and Technical Criteria by reference to co-ordinates; and

(iii) a parcel of land comprising the Construction Site having a boundary which has been defined by reference to co-ordinates is referred to in this clause as "**Committed Boundary Land**".

(b) If RMS fails to give a Company access to Committed Boundary Land in accordance with clause 4.1 and the relevant Company cannot construct its Project Works as a result then, without limiting RMS's other obligations under this Deed, RMS must, at its election, either:

(i) acquire relevant rights over the relevant Committed Boundary Land and give the relevant Company access to it as soon as is practicable; or

(ii) subject to clause 9.5(b) and clause 9.7, require the relevant Company to carry out any necessary modifications to the Project Works as a Change in accordance with the procedure set out in clause 9.5.

(c) [Redacted text block containing multiple paragraphs and bulleted points, all obscured by black bars.]

4.2 Extra Land

- (a) Each Company must:
- (i) procure for itself and at its own cost the occupation or use of or relevant rights over any land in addition to the Construction Site and the Temporary Areas which is necessary or which it may deem requisite or necessary for the Company's Work (including, in the case of WestLink, land required for the Local Road Works and the Service Works); and
 - (ii) without limiting a Company's obligations under clause 22.3 and as a condition precedent to Completion of Stage 1, provide to RMS:
 - A. a properly executed release, which that Company must use its best endeavours to obtain, on terms satisfactory to RMS from all claims or demands (whether for damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such land; or
 - B. a statement signed by that Company to the effect that, despite the best endeavours of that Company, such owner or occupier has failed or refused to sign such a release.
- (b) Each Company acknowledges that:
- (i) integration of the requirements for access to its Extra Land is at the sole risk of that Company; and
 - (ii) RMS will not be liable upon any Claim (insofar as is permitted by law) by either Company arising out of or in any way connection with:
 - A. identifying and obtaining access to Extra Land; or
 - B. any delay, additional costs or other effects on a Company's Work related to the ability of either Company or the Contractors to obtain access to Extra Land.
- (c) Each Company must ensure that:
- (i) the use; and
 - (ii) the rehabilitation,

of its Extra Land is to the satisfaction of the owner of the land, any lessee of the land, RMS and all relevant Authorities provided that that Company will not be obliged to rehabilitate that Extra Land to a state which is better than it was at the time it was procured by that Company for the Company's Work.

4.3 Access by RMS

Prior to the Completion Date of Stage 2, RMS and any person authorised by RMS will:

- (a) subject to normal safety and security constraints, have the right of access during business hours or on reasonable notice, except in the case of emergency when the right of access will be immediate, to:
 - (i) the Construction Site and Temporary Areas; and

- (ii) all other areas relevant to the Company's Work; and
- (b) be entitled to exercise this right of access for the purposes of:
 - (i) observing progress in the Company's Work and monitoring compliance by each Company of its obligations under this Deed; and
 - (ii) exercising any right or performing any obligation which RMS has under any Project Document.

4.4 Physical conditions and Information Documents

- (a) Each Company warrants that prior to the date of this Deed it:
 - (i) examined this Deed, the Construction Site, the Temporary Areas and their surroundings, and any other information that was made available in writing by RMS, or any other person on RMS's behalf, to that Company for the purpose of submitting a proposal for the Project;
 - (ii) examined, and relied solely upon its own assessment, skill, expertise and enquiries in respect of, all information relevant to the risks, contingencies and other circumstances having an effect on its proposal for the Project and its obligations under this Deed;
 - (iii) satisfied itself as to the correctness and sufficiency of its proposal and that it has made adequate allowance for the costs of complying with all the obligations of this Deed and of all matters and things necessary for the due and proper performance and completion of the Company's Work (and, in the case of WSO Co, the O&M Work);
 - (iv) informed itself of all matters relevant to the employment of labour at the Construction Site and the Temporary Areas and all industrial matters relevant to the Construction Site, the Temporary Areas, the Maintenance Site, the Company's Work (and, in the case of WSO Co, the O&M Work); and
 - (v) was given the opportunity to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - A. relating to the subject matter of Information Documents; and
 - B. for design purposes and otherwise,
 and for this purpose was given access to such parts of the Construction Site, the Temporary Areas and the Maintenance Site as it required.
- (b) Each Company is responsible for, and assumes the risk of all Loss or delay it suffers or incurs arising out of or in connection with the physical conditions and characteristics of the Construction Site, the Temporary Areas, the Maintenance Site, any Extra Land, the Environment or their surroundings including:
 - (i) the existence of any Contamination or, subject to clause 4.6, Artefacts;
 - (ii) the suitability or otherwise of any material on the Construction Site or Temporary Areas for use in the Company's Work; and
 - (iii) water, atmospheric and sub-surface conditions or characteristics.

- (c) On 13 February 2003, the Companies signed the Deed of Disclaimer and provided this to RMS.
- Without limiting clause 4.4(d) or the warranties or acknowledgements in the Deed of Disclaimer:
- (i) RMS does not warrant, guarantee, assume any duty of care or other responsibility for, or make any representation about, the accuracy, adequacy, suitability or completeness of the Information Documents;
 - (ii) each Company acknowledges that the Information Documents do not form part of this Deed and that clause 4.4(d) applies to the Information Documents; and
 - (iii) insofar as is permitted by law, RMS will not be liable upon any Claim by a Company arising out of or in any way in connection with:
 - A. the Information Documents; or
 - B. a failure by RMS to provide any information to either Company.
- (d) Each Company:
- (i) warrants that it did not in any way rely upon:
 - A. any information, data, representation, statement or document made, or provided to either Company, by RMS or anyone on behalf of RMS or any other information, data, representation, statement or document for which RMS is responsible or may be responsible whether or not obtained from RMS or anyone on behalf of RMS; or
 - B. the accuracy, adequacy, suitability or completeness of such information, data, representation, statement or document,

for the purposes of entering into this Deed, except for the representations expressly made by RMS in clause 29.5;
 - (ii) warrants that it enters into this Deed based on its own investigations, interpretations, deductions, information and determinations; and
 - (iii) acknowledges that it is aware that RMS has entered into this Deed relying upon the warranties, acknowledgements and agreements in clauses 4.4(d)(i) and 4.4(d)(ii) and in the Deed of Disclaimer.
- (e) Each Company releases and indemnifies RMS from and against:
- (i) any Claim against RMS by, or liability of RMS to, any person; or
 - (ii) (without being limited by clause 4.4(e)(i)) any Loss suffered or incurred by RMS,
- arising out of or in any way in connection with:
- (iii) the provision of, or the purported reliance upon, or use of, the Information Documents by either Company, a Contractor or any other person to whom the Information Documents are disclosed by either

Company, a Contractor or any person on the Company's or a Contractor's behalf;

- (iv) any breach by either Company of this clause 4.4; or
- (v) the Information Documents being relied upon or otherwise used by either Company, a Contractor or any other person to whom the Information Documents are disclosed by either Company, a Contractor or any person on either Company's or a Contractor's behalf in the preparation of any information or document, including any Information Document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in sections 52 and 53 (respectively) of the *Trade Practices Act 1974* (Cth) or any equivalent provision of State or Territory legislation).

4.5 Condition of Construction Site, Extra Land and existing structures

- (a) RMS makes no representations and gives no warranty to either Company in respect of:
 - (i) the condition of:
 - A. the Construction Site, the Temporary Areas, the Maintenance Site or any Extra Land; or
 - B. any structure or other thing on, above or adjacent to, or under the surface of, the Construction Site, the Temporary Areas, the Maintenance Site or any Extra Land; or
 - (ii) the existence, location, condition or availability of Services in respect of the Construction Site, the Temporary Areas, the Maintenance Site or any Extra Land.
- (b) Each Company must accept:
 - (i) the Construction Site, the Temporary Areas and the Maintenance Site; and
 - (ii) any structures or other thing on, above or adjacent to, or under the surface of, the Construction Site, the Temporary Areas and the Maintenance Site,

in their present condition and subject to all defects, including all sub-surface conditions.

4.6 Artefacts

- (a) All Artefacts discovered on or under the surface of the Construction Site or the Temporary Areas will as between RMS and each Company be the absolute property of RMS.
- (b) Subject to a Company complying with all applicable Laws and Approvals, that Company must:
 - (i) at all times permit and allow RMS or any person authorised by RMS to watch or examine any excavations on the Construction Site or the Temporary Areas;

- (ii) at its expense, take every precaution to prevent Artefacts being removed or damaged; and
 - (iii) immediately upon discovery of any Artefact notify RMS of such discovery and comply at its expense with any directions or orders imposed by any relevant Authority upon that Company or RMS in respect of such Artefact.
- (c) Before either Company or a Contractor starts to perform the Company's Work at a particular location of the Construction Site, or the Temporary Areas, that Company will give RMS a copy of the detailed heritage report prepared by the Heritage Consultant, which describes:
 - (i) the work done to identify Artefacts at that location;
 - (ii) the Artefacts identified at that location; and
 - (iii) the Heritage Consultant's recommendation as to how any design, construction or operation issues arising from the existence of those Artefacts should be dealt with.
- (d) Without limiting its obligations under clause 4.6(b), each Company must:
 - (i) carry out the Company's Work in substantial compliance with the Heritage Report; and
 - (ii) notify RMS within 30 Business Days after receipt of the Heritage Report whether any Artefacts identified in the Heritage Report will give rise to a change in the design or construction of the Project Works, or the operation of the Motorway, giving reasonable particulars of:
 - A. the change;
 - B. an estimate of the cost of change;
 - C. an estimate of any construction delay which will arise; and
 - D. the actions which that Company proposes to mitigate those costs and delays.
- (e) If any Artefact is discovered on or under the surface of the Construction Site or the Temporary Areas, each Company must continue to perform the Company's Work, unless otherwise:
 - (i) directed by RMS;
 - (ii) ordered by a court or tribunal; or
 - (iii) required by Law.
- (f) For the purposes of clause 4.6(e)(i), RMS may by written notice direct either Company to suspend any or all of the Company's Work until such time as RMS gives that Company further written notice.
- (g) If either Company is directed, ordered or required to cease to perform the Company's Work as referred to in clause 4.6(e) (or change the way it does so) then:

- (i) subject to clause 4.6(h), RMS will pay the Companies the reasonable costs and expenses directly incurred by:
- A. the Contractors (excluding any amounts payable to any "related entity" (as defined in the Corporations Act) of a Contractor, to the extent that the related entity is not engaged on an arm's length basis and on commercial terms); and
 - B. the Companies (excluding any amount payable by a Company to the Contractors whether under the D&C Contract or otherwise),
- arising directly as a result of such direction, order or requirement. (However, in relation to delay costs, RMS will make that payment to the extent only that such direction, order or requirement prevents the Companies from achieving Completion of Stage 1 by its Date for Completion); and
- (ii) the Companies must:
- A. take all reasonable steps to mitigate such costs and expenses;
 - B. for this purpose, comply with all reasonable directions of RMS concerning the Artefacts and the consequences thereof; and
 - C. ensure that the Contractors comply with the requirements of this clause 4.6(g)(ii).

(h) 

4.7 Native Title Application

- (a) If there is a Native Title Application with respect to the Construction Site, or the Temporary Areas, or any part of them, each Company must continue to perform the Company's Work, unless otherwise:
- (i) directed by RMS;
 - (ii) ordered by a court or tribunal; or
 - (iii) required by Law.
- (b) For the purposes of clause 4.7(a)(i), RMS may by written notice direct either Company to suspend any or all of the Company's Work until such time as RMS gives that Company further written notice.
- (c) If either Company is directed, ordered or required to cease to perform the Company's Work as referred to in clause 4.7(a) (or change the way it does so) then:
- (i) subject to clause 4.7(d), RMS will pay the Companies the reasonable costs and expenses directly incurred by:
 - A. the Contractors (excluding any amounts payable to any "related entity" (as defined in the Corporations Act) of a

Contractor, to the extent that the related entity is not engaged on an arm's length basis and on commercial terms); and

- B. the Companies (excluding any amount payable by a Company to the Contractors whether under the D&C Contract or otherwise),

arising directly as a result of such direction, order or requirement. (However, in relation to delay costs, RMS will make that payment to the extent only that such direction, order or requirement prevents the Companies from achieving Completion of Stage 1 by its Date for Completion); and

- (ii) the Companies must:

- A. take all reasonable steps to mitigate such costs and expenses;
- B. for this purpose, comply with all reasonable directions of RMS concerning the Native Title Application and the consequences thereof; and
- C. ensure that the Contractors comply with the requirements of this clause 4.7(c)(ii).

(d)

[REDACTED]

(e)

If either Company is prevented from carrying out the Company's Work for a period exceeding 6 months as a result of a direction, order or requirement as referred to in clause 4.7(a) then RMS may in its absolute discretion terminate this Deed by giving a notice to that effect to the Companies after which this Deed will be terminated and clause 25.7 will apply.

5. Quality

5.1 Quality system

- (a) Each Company must implement a quality system for the management of all aspects of that Company's obligations under this Deed and in accordance with the requirements of section 3 of the Scope of Works and Technical Criteria and the Quality Plan.
- (b) Each Company must develop and implement a Quality Plan in accordance with Appendix 10 to the Scope of Works and Technical Criteria.
- (c) Each Company must provide to RMS and, where applicable, the Independent Verifier, the certificates required by the Certification Schedule.

5.2 Independent Verifier

- (a) The Independent Verifier is to be engaged at the Companies' cost by the Companies (for the benefit of the Parties and the Financiers) on the terms of the Deed of Appointment of Independent Verifier. The Independent Verifier's role is to:
- (i) independently verify in accordance with the Deed of Appointment of Independent Verifier that:

- A. the Project Works and the Temporary Works; and
 - B. the O&M Work,
- comply with the requirements of this Deed; and
- (ii) make determinations on matters that this Deed expressly requires be determined by the Independent Verifier.
- (b) The Independent Verifier is obliged to act independently of the Companies, RMS, the Financiers, the Contractors, the Operator, the TCM Operator and any of their sub-contractors.
- Any determination by the Independent Verifier in respect of a matter required by the Deed to be determined by the Independent Verifier will be final and binding upon the Parties except in the case of manifest error.
- (c) Each Company must provide the Independent Verifier with all information and documents and allow the Independent Verifier:
- (i) to attend design meetings; and
 - (ii) access to such premises,
- all as may be necessary to allow the Independent Verifier to perform its obligations under the Deed of Appointment of Independent Verifier.
- (d) Where contemplated in any certificate which the Independent Verifier is required to provide pursuant to the Certification Schedule, the Independent Verifier must in that certificate address any matters required by RMS.

5.3 Quality management and certification

- (a) RMS and each Company acknowledge that the finance, design, construct, operate, maintain and repair project delivery method chosen for the Project:
- (i) requires each Company to assume responsibility for all aspects of quality of the Company's Work (and WSO Co to assume responsibility for the O&M Work) and for the durability of its Project Works;
 - (ii) allows the Independent Verifier to observe, monitor, audit and test all aspects of the quality of the Company's Work and the O&M Work and the durability of the Project Works to ensure compliance with the requirements of this Deed;
 - (iii) requires the Independent Verifier by reviewing and assessing the quality of the Company's Work and the O&M Work and the durability of the Project Works, to verify each Company's compliance with the requirements of this Deed; and
 - (iv) allows RMS to monitor compliance of the Company's Work and the O&M Work with the requirements of this Deed.
- (b) The Companies must ensure that a Quality Manager is engaged who must:
- (i) independently certify the effectiveness and integrity of each Company's quality system in achieving conformance with the requirements of this Deed;

- (ii) report to RMS and the Independent Verifier on quality issues in accordance with the requirements of this Deed; and
 - (iii) have the requisite experience and ability described for the Quality Manager in Appendix 62 to the Scope of Works and Technical Criteria.
- (c) The Companies must submit each revision of the Quality Plan to the Independent Verifier.

5.4 Project quality non-conformance

- (a) Each Company must comply with the procedure for non-conformances set out in the Scope of Works and Technical Criteria and the Quality Plan.
- (b) Corrective actions implemented under each Company's quality system must comply with the requirements of this Deed including the Scope of Works and Technical Criteria.
- (c) Each Company must promptly issue all documents relating to quality non-conformances to the Independent Verifier and RMS.

5.5 Monitoring and audits

Each Company must:

- (a) have its compliance with the Quality Plan audited at intervals not exceeding 6 months prior to the commencement of the Term, and 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 Verifier to be present during such audits; and
- (c) deliver 2 copies of each audit report to RMS and the Independent Verifier within 5 Business Days of its completion.

5.6 No relief from obligations

Neither Company will be relieved from any of its liabilities or responsibilities under this Deed (including under clause 12) or otherwise according to law nor will the rights of RMS whether under this Deed or otherwise according to law be limited or otherwise affected by:

- (a) the implementation and compliance with any quality system or the Quality Plan; or
- (b) any failure by RMS, the Independent Verifier or any person acting on behalf of RMS or engaged by RMS to detect any Defect including where such failure is the result of a negligent act or omission.

6. Project consents

6.1 Consents and Approvals

Each Company must:

- (a) expeditiously apply for and obtain from each relevant Authority all Approvals (other than those Approvals specified in Part A of Schedule 9, which RMS must obtain);

- (b) comply with the lawful requirements of each such Authority to permit their proper consideration of the applications for Approvals;
- (c) comply with, carry out and fulfil, all conditions and requirements of all Approvals (including those which RMS is expressed under the terms of the Approval to be required to comply with, carry out and fulfil, subject to RMS giving it any necessary authorisation to do so) other than those conditions and requirements of the Planning Minister's Approval which are specified in Part B of Schedule 9 (which RMS must comply with);
- (d) pay all fees, effect all insurances, provide any bonds and execute any undertakings or agreements required by any relevant Authority in respect of any Approval; and
- (e) otherwise comply with the Law.

6.2 Planning Minister's Approval

- (a) Notwithstanding any review of any aspect of the design or construction of the Project Works or the Temporary Works by RMS or any other Authority, each Company warrants that the Scope of Works and Technical Criteria complies with the Planning Minister's Approval.
- (b) Subject to clause 6.2(c), clause 9.5 will apply as if RMS had given a Change Order (and, if after receiving any payments under clause 9.7, a Material Adverse Effect nevertheless has occurred, clause 19.1 will apply) if:
 - (i) the Planning Minister's Approval is modified under the EP&A Act; or
 - (ii) the Minister for Planning issues a new Approval in respect of the Motorway in substitution for or replacement of the Planning Minister's Approval; or
 - (iii) any such new Approval is modified under the EP&A Act,

(other than as a result of a breach of the Planning Minister's Approval by either Company or its contractors or any other change to the Project proposed by the Companies and agreed by RMS under clause 9.6) and such modification or new Approval requires a Change to the Project Works or a change to the Motorway or its operation.
- (c) Each Company must:
 - (i) take all reasonable steps to mitigate the costs and expenses of the Change referred to in clause 6.2(b);
 - (ii) for this purpose, comply with all reasonable directions of RMS concerning the Change, and the consequences thereof; and
 - (iii) ensure that the Contractors (and/or, in the case of WSO Co, the Operator and the TCM Operator, as applicable) comply with this clause.

6.3 Environmental assessment

- (a) If there is a legal challenge in relation to the environmental assessment or determination in respect of the Motorway under the EP&A Act (including a legal challenge to the Planning Minister's Approval, including a challenge that the Planning Minister's Approval does not authorise the lawful carrying out of each part of the Project for the purposes of the EP&A Act), each Company must continue to

perform its obligations under this Deed unless, as a result of that legal challenge, it is otherwise ordered by a court.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

6.4 Roads Act declarations and directions

- (a) RMS must recommend to the Minister and ensure that the Minister, no later than each Motorway Opening Date:
 - (i) makes a declaration under section 52 of the Roads Act of that part of the Motorway not declared to be a tollway (as contemplated by clause 3.1(b)(i)) as a tollway; and
 - (ii) directs in accordance with section 63 of the Roads Act that the functions of any roads authority in respect of that part of the Motorway declared to be a tollway as contemplated by clause 6.4(a)(i) are the responsibility of RMS.
- (b) RMS must ensure that the declarations and directions referred to in clause 3.1(b), and clause 6.4(a) of this Deed and clause 5.6 (*Tollway declaration*) of the Integration Project Deed are effective from the dates on which they are made until the end of the Term.

7. Administration

7.1 RMS's representatives

- (a) RMS:
 - (i) may appoint a person to be its representative for any purpose under this Deed;
 - (ii) may at any time replace any person appointed as a representative, in which event RMS may appoint another person as a representative; and
 - (iii) must give written notice of all appointments under clauses 7.1(a)(i) and 7.1(a)(ii) to the Companies.
- (b) RMS may not appoint more than 1 person to discharge the same function or functions under this Deed.
- (c) RMS and the Companies acknowledge and agree that any person appointed by RMS as a representative acts at all times as the agent of RMS and is subject to the directions of RMS.
- (d) Unless expressly provided otherwise in this Deed, a representative of RMS appointed pursuant to this clause 7.1 is not obliged to review, or comment upon, any documentation or information which either Company gives to RMS in respect of the Project.

7.2 Companies' representatives

- (a) Each Company must within 5 Business Days of the Satisfaction Date give notice in writing to RMS in which it nominates the persons that will act as a representative of and be authorised to act on behalf of it in discharging its functions under this Deed.

- (b) Each Company may nominate more than one such person, and if so, it must in its written notice specify the functions which each person is authorised to discharge. The Companies may not nominate more than one person to discharge the same function or functions under this Deed.
- (c) The Companies may by notice in writing to RMS substitute a person appointed under this clause with another person.

7.3 Programming

- (a) The D&C Program must be updated as required by the Company Documentation Schedule.
- (b) Each update of the D&C Program must show or contain the details specified in the Company Documentation Schedule.
- (c) Any review of or comments upon a program (including the D&C Program) by RMS will not:
 - (i) relieve a Company from or alter its liabilities or obligations under this Deed;
 - (ii) evidence or constitute an extension of time or a direction by RMS to accelerate, disrupt, prolong or vary any, or all, of the Company's Work; or
 - (iii) affect the time for performance of RMS's obligations under this Deed, including oblige RMS to do anything earlier than is necessary to enable the Companies to achieve Completion of any Stage by the Date for Completion of that Stage.
- (d) If a Company chooses to compress the Company's Work or otherwise accelerate progress:
 - (i) RMS will not be obliged to take any action to assist or enable the Companies to achieve Completion before the Date for Completion of either Stage; and
 - (ii) the time for the carrying out of RMS's obligations will not be affected.

7.4 Project Plans

- (a) The Companies must prepare the Project Plans specified in Appendix 60 to the Scope of Works and Technical Criteria.
- (b) Each Company acknowledges and agrees that:
 - (i) an intended purpose of each Project Plan is for the Company to provide a detailed description of how the Company intends to carry out the Company's Work (and, in the case of WSO Co, the O&M Work) in accordance with the requirements of this Deed with respect to the subject matter of each Project Plan; and
 - (ii) the Project Plans will require ongoing development, amendment and updating throughout the duration of the Company's Work (and, in the case of WSO Co, the O&M Work) to take into account:
 - A. Changes;

- B. changes in Law;
 - C. the commencement of new phases or stages of design and construction as shown in the D&C Program;
 - D. those events or circumstances:
 - 1) expressly identified in Appendix 60 to the Scope of Works and Technical Criteria for each Project Plan; or
 - 2) specified in the Scope of Works and Technical Criteria; and
 - E. any other events or circumstances which occur or come into existence and which have, or may have, any effect on the manner in which that Company carries out the Company's Work (or, in the case of WSO Co, the O&M Work).
- (c) Based upon the initial plans contained in Appendices 42 and 44 to 53 of the Scope of Works and Technical Criteria, each Project Plan must be further developed in accordance with this clause 7.4 and section 2.11 of the Scope of Works and Technical Criteria.
- (d) RMS may:
- (i) review any Project Plan submitted under this clause 7.4; and
 - (ii) if the Project Plan submitted does not comply with this Deed, notify the Companies of that within 15 Business Days of the submission of the Project Plan.
- (e) If either Company receives a notice under clause 7.4(d)(ii) that Company must promptly submit an amended Project Plan to RMS.
- (f) RMS owes no duty to either Company to review any Project Plan submitted by the Company for errors, omissions or compliance with this Deed.
- (g) No review of, comments upon, or notice in respect of, any Project Plan or any other act or omission of RMS (including a request made under clause 7.4(i)) about any Project Plan will lessen or otherwise affect:
- (i) either Company's liabilities or responsibilities under this Deed or otherwise according to law; or
 - (ii) RMS's rights against a Company, whether under this Deed or otherwise according to law.
- (h) Each Company:
- (i) warrants that each Project Plan will be fit for its intended purposes; and
 - (ii) must continue to develop and promptly amend or update the Project Plans:

- A. to take into account:
 - 1) the circumstances and events referred to in clause 7.4(b)(ii) as those circumstances and events occur or come into existence; and
 - 2) any breach or potential breach of the warranty referred to in clause 7.4(h)(i); and
- B. as otherwise specified in the Scope of Works and Technical Criteria, including Appendix 60 to the Scope of Works and Technical Criteria,

and promptly submit each further Project Plan to RMS as it is further developed, amended or updated.

(i) If RMS believes that:

- (i) any Project Plan does not comply with the requirements of this Deed; or
- (ii) a Company has not further developed, updated or amended any Project Plan in accordance with the requirements of clause 7.4(h),

RMS may by written notice request that that Company further develop, update or amend the Project Plan specifying:

- (iii) the reasons why such development, updating or amending is required (or why the Project Plan does not comply with this Deed); and
- (iv) the time within which such development, updating or amending must occur (which must be reasonable, having regard to the amount of work required),

and that Company must:

- (v) further develop, update or amend the Project Plan as requested by RMS; and
- (vi) submit the further developed, updated or amended Project Plan to RMS within the time specified under clause 7.4(i)(iv).

(j) Each Company:

- (i) must comply with its obligations as set out in each Project Plan which has been submitted to RMS under this clause 7.4 and in respect of which RMS has not given a notice under paragraph (d) of this clause 7.4; and
- (ii) agrees that compliance by it with any Project Plan will not in any way lessen or affect:
 - A. its liabilities or responsibilities under this Deed or otherwise according to law; or
 - B. RMS's rights against it, whether under this Deed or otherwise according to law.

- (k) Each Company must comply with the restrictions upon the carrying out of the Company's Work (and, in the case of WSO Co, the O&M Work) specified in Appendix 60 to the Scope of Works and Technical Criteria.
- (l) To the extent they are relevant to operation, maintenance, repair and reinstatement of the Motorway or the maintenance and repair of the Third Party Works during the Term, all Project Plans must be incorporated into the O&M Manuals.

7.5 Services and supplies

Each Company agrees that:

- (a) it must obtain and pay for any Services and all connections for all Services it needs to perform its obligations under the Project Documents;
- (b) it must investigate, protect, relocate, modify and provide for all Services necessary for it to comply with its obligations under the Project Documents;
- (c) it assumes the risk of the existence, location, condition and availability of Services;
- (d) WestLink must procure the connection to the stormwater discharge points and WSO Co must procure their operation, maintenance and repair during the Term;
- (e) it must contract for, acquire, or otherwise procure or provide the provision of, all fuel and other materials required for the performance of its obligations under this Deed; and
- (f) it indemnifies RMS from and against any Claim or Loss RMS suffers or incurs arising out of or in connection with:
 - (i) any disruption to any Service which arises out of or in any way in connection with the Company's Work (or, in the case of WSO Co, the O&M Work); or
 - (ii) a failure by the Company to comply with any obligation under this Deed with respect to Services or the Service Works including that Company's obligations under section 6.3 of the Scope of Works and Technical Criteria.

RMS will not be liable under this Deed or otherwise in relation to any Services required for the Project.

7.6 Environmental management

- (a) Each Company must at all times carry out the Company's Work (and, in the case of WSO Co, the O&M Work) in an environmentally responsible manner so as to protect the Environment in accordance with the Environmental Documents and the Environmental Management Plans.
- (b) Each Company must indemnify RMS from and against any Claim or Loss RMS suffers or incurs arising out of or in any way in connection with a failure by that Company to comply with any obligation under this clause 7.6.

7.7 Contamination



- (a) [REDACTED]
- (b) [REDACTED]
- [REDACTED] Company must:
- (c) dispose of, or otherwise deal with, such Contamination in accordance with Law and the Environmental Documents;
- (d) to the extent required by Law, remediate the Construction Site, the Temporary Areas, any Extra Land, the Maintenance Site the Motorway Stratum and the Motorway Stratum (M7W) to the extent it is in any way degraded by such Contamination; and
- (e) [REDACTED]

7.8 Minimise disruption and complaints

- (a) Each Company must, in carrying out the Company's Work (and WSO Co must, in carrying out the O&M Work):
- (i) take all measures necessary to protect people and property from harm;
 - (ii) avoid unnecessary interference with the passage of people and vehicles;
 - (iii) without limiting that Company's obligation to comply with all Law in all respects:
 - A. prevent nuisance except to the extent that nuisance is the inevitable consequence of:
 - 1) performing the Company's Work (or, in the case of WSO Co, the O&M Work) in accordance with the requirements of this Deed including under clause 7.8(a)(iv); or
 - 2) the use of the Motorway; and
 - B. minimise noise and disturbance to those affected by the Company's Work (and, in the case of WSO Co, the O&M Work); and
 - (iv) ensure that in designing and constructing the Project Works it takes all steps that a prudent and reasonable owner of infrastructure would at that time have taken to prevent nuisance in accordance with clause 7.8(a)(iii).
- (b) Subject to clause 7.8(a), each Company is responsible for the method and manner of carrying out the Company's Work (and, in the case of WSO Co, the O&M Work) and for all acts or omissions of that Company, the Contractors or anyone for which they are responsible in the course of carrying out the Company's Work (and, in the case of WSO Co, the O&M Work).

- (c) Each Company must immediately notify RMS in writing if any:
- (i) complaint is made or any proceedings are instituted or threatened;
 - (ii) letter of demand is issued; or
 - (iii) order or direction is made,
- by anyone (including any Authority or any landowner, lessee or licensee near the Construction Site, the Temporary Areas, any Extra Land, the Maintenance Site, the Motorway Stratum or the Motorway Stratum (M7W)) against that Company, a Contractor (or, in the case of WSO Co, the Operator, the TCM Operator or the Technology Operator) or their respective employees or subcontractors in respect of any aspect of the carrying out of the Company's Work (or, in the case of WSO Co, the O&M Work), including:
- (iv) Contamination arising out of, or in any way in connection with, the Company's Work (or, in the case of WSO Co, the O&M Work);
 - (v) that Company's non-compliance with any Environmental Document (or condition or requirement thereunder) or any Law regarding the Environment;
 - (vi) that Company's use or occupation of the Construction Site, the Temporary Areas, any Extra Land, the Maintenance Site, the Motorway Stratum or the Motorway Stratum (M7W); or
 - (vii) loss or damage of the kind referred to in clause 22.3.
- (d) Each Company must (at its own cost):
- (i) deal proactively with any complaint, proceedings, letter of demand, order or direction referred to in clause 7.8(c);
 - (ii) take all measures to resolve those matters as soon as possible; and
 - (iii) keep a register of all complaints, proceedings, letters of demand, orders and directions referred to in clause 7.8(c), which:
 - A. contains full details of:
 - 1) each complaint, proceedings, letter of demand, order and direction; and
 - 2) the action taken by that Company with respect to each complaint, proceedings, letter of demand, order and direction;
 - B. is promptly updated to take into account any developments with respect to any complaint, proceedings, letter of demand, order or direction; and
 - C. may be inspected by RMS whenever RMS reasonably requires.

7.9 Control of traffic

Each Company:

- (a) is responsible for the control, direction and protection of all traffic in any way affected by the Company's Work (or, in the case of WSO Co, the O&M Work);
- (b) as agent of RMS, must during the Company's Work (and, in the case of WSO Co, the O&M Work) manage all such traffic to ensure:
 - (i) its continuous, safe and efficient movement, having regard to existing traffic conditions;
 - (ii) the traffic carrying capacity of Local Roads is maintained; and
 - (iii) that any delays and disruptions to traffic and the movement of traffic are kept to an absolute minimum;
- (c) must at all times comply with the Traffic Management and Safety Plan and the requirements of the Scope of Works and Technical Criteria in respect of traffic management and safety; and
- (d) must comply with the directions of RMS (in its capacity as an Authority) and any other relevant Authority with respect to such management.

RMS acknowledges that each Company may appoint the Contractors (and, in the case of WSO Co, the Operator) as its sub-agent for the purposes of this clause 7.9.

7.10 Security

WSO Co must provide such security measures as are necessary for the protection and security of the Motorway and the Third Party Works against theft, vandalism, unauthorised entry into the Maintenance Site and any other unlawful acts.

7.11 Occupational health, safety and rehabilitation

RMS appoints WSO Co as the principal contractor for the Project and authorises WSO Co to exercise such authority as is necessary to enable it to discharge its responsibilities, as a principal contractor, imposed by and in conformity with Chapter 8 of the Occupational Health & Safety Regulation 2001. Without limiting WSO Co obligations as the principal contractor, WSO Co must:

- (a) have a Corporate OHS&R Management System which is in accordance with the New South Wales Government Occupational Health, Safety and Rehabilitation Management Systems Guidelines, third edition, dated November 1998;
- (b) at all times comply with its Occupational Health, Safety and Rehabilitation Management Plan;
- (c) carry out the O&M Work in a safe manner and so that no damage is caused to any person or property; and
- (d) identify any land or improvements which may be affected by the O&M Work.

7.12 Australian goods, services and materials

Each Company must implement the Local Industry Plan and otherwise comply with section 2.9 of the Scope of Works and Technical Criteria.

7.13 Employee relations

Each Company must:

- (a) assume sole responsibility for and manage all aspects of industrial relations in relation to the Company's Work (and, in the case of WSO Co, the O&M Work);
- (b) comply with the NSW Government Industrial Relations Management Guidelines dated December 1999;
- (c) comply with the Construction Plan and the Code of Practice for the Construction Industry in respect of industrial relations;
- (d) keep RMS fully and promptly informed of any industrial relations problems or issues which affect or are likely to affect the Project; and
- (e) develop and implement the Project Industrial Relations Plan in accordance with clause 7.17.

7.14 Community liaison

Each Company:

- (a) acknowledges that the areas where the Company's Work (and, in the case of WSO Co, the O&M Work) are to be carried out are of great importance to many people, including the local residents and businesses; and
- (b) must manage and participate in all community relations programs and activities as:
 - (i) required by section 11 of the Scope of Works and Technical Criteria;
 - (ii) contained in the Community Involvement Plan; and
 - (iii) reasonably requested by RMS from time to time.

7.15 Other Motorway interfaces

- (a) Each Company must, in carrying out the Company's Work (and, in the case of WSO Co, the O&M Work), comply with all conditions and requirements set out in Schedule 14 and Schedule 15 to this Deed and Appendices 25, 30 and 36 to the Scope of Works and Technical Criteria.
- (b) [REDACTED]
- (c) RMS has entered into:
 - (i) an agreement with THML, HMML and PTAL dated 2 August 2002 (the "**WSO/M2 Interface Agreement**"); and

- (ii) an agreement with Interlink dated 14 December 2002 (the "**WSO/M5 Interface Agreement**").
- (d) RMS warrants that:
 - (i) the copy of the WSO/M2 Interface Agreement which RMS provided to the Companies on or before the date of this Deed is true, complete and correct; and
 - (ii) the copy of the WSO/M5 Interface Agreement which RMS provided to the Companies on or before the date of this Deed is true, complete and correct.
- (e) RMS will not modify, vary, replace or novate (or consent to any of these things) or waive any of the terms of the WSO/M2 Interface Agreement or the WSO/M5 Interface Agreement if to do so would have a material adverse effect on the ability of either Company to exercise its rights or perform its obligations under this Deed (or increase the cost to either Company of doing so, after that Company has taken all reasonable steps to mitigate that additional cost), without first obtaining that Company's consent.
- (f) RMS will:
 - (i) exercise and enforce its rights under the WSO/M2 Interface Agreement with a view to procuring the compliance of THML, HMML and PTAL with their respective obligations under the WSO/M2 Interface Agreement;
 - (ii) exercise and enforce its rights under the WSO/M5 Interface Agreement with a view to procuring the compliance of Interlink with its obligations under the WSO/M5 Interface Agreement; and
 - (iii) comply with its obligations under the WSO/M2 Interface Agreement and the WSO/M5 Interface Agreement.

7.16 Rail Agreement

- (a) Each Company must enter into the Rail Agreement for the carrying out of the works described in the Rail Agreement, which work forms part of the Company's Work (and, in the case of WSO Co, the O&M Work).
- (b) Each Company must:
 - (i) comply with its obligations under the Rail Agreement as part of the Company's Work (and, in the case of WSO Co, the O&M Work); and
 - (ii) in carrying out the Company's Work (and, in the case of WSO Co, the O&M Work), comply with any directions of RMS in relation to compliance with the conditions and requirements of the Rail Agreement.

(c)

[REDACTED]

[REDACTED]

[REDACTED]

- (d) RMS must use its reasonable endeavours to assist the Companies in liaising with other parties to the Rail Agreement.

7.17 Project Industrial Relations Plan

Prior to commencing any Company's Work on the Construction Site or the Temporary Areas, the Companies must submit to RMS a Project Industrial Relations Plan.

The Project Industrial Relations Plan must:

- (a) meet the requirements of the Scope of Works and Technical Criteria;
- (b) contain a signed declaration on the Companies letterhead verifying compliance in the preceding 12 months with all relevant employment and legal obligations, including those relating to:
 - (i) payment of remuneration to employees;
 - (ii) annual leave;
 - (iii) Long Service Payment Scheme registration;
 - (iv) worker's compensation insurance;
 - (v) superannuation fund membership and contributions; and
 - (vi) over-award payment;
- (c) identify the location of time and wage records or other documents required to verify compliance with the obligations referred to in clause 7.17(b); and
- (d) identify the Federal or State awards that are likely to cover the Contractors and their subcontractors on the Project.

7.18 Project Industrial Relations Plan implementation review

- (a) A Project Industrial Relations Plan must be submitted to RMS for review, each month until the first Motorway Opening Date (by each Company) and annually during the Term (by WSO Co).
- (b) RMS must inform the relevant Company of the outcome of each review conducted under this clause 7.18 and any corrective action which RMS considers necessary.
- (c) For the purposes of a review under this clause 7.18 a Company must:
 - (i) make available to RMS, upon request, all industrial relations management records held by that Company which are relevant to the review, including those relevant to the Contractors and their subcontractors; and
 - (ii) provide all assistance necessary to RMS during the review process, including:
 - A. attending reviews; and
 - B. promptly implementing any corrective action deemed necessary by RMS.

7.19 Notices of Claims

Subject to clause 9.7(d), RMS will not be liable upon any Claim by a Company arising out of or in any way in connection with any act or omission of RMS or any other fact, matter or thing under, arising out of, or in any way in connection with, the Company's Work (or, in the case of WSO Co, the O&M Work) unless that Company gives RMS the following notices:

- (a) a written notice within the earlier of:
 - (i) 15 Business Days of when either Company first became aware of the act, omission or other fact, matter or thing upon which the Claim is based; or
 - (ii) 2 months of the first occurrence of the act, omission or other fact, matter or thing upon which the Claim is based, provided that, if the Company reasonably demonstrates that the relevant act, omission, fact, matter or thing is not something of which either Company ought reasonably to have been aware within that 2 months, the period for submission of the notice will be extended to 15 Business Days after either Company first became aware of, or ought reasonably to have become aware of, that act, omission, fact, matter or thing, expressly specifying:
 - (iii) that the Company reserves its right to make a Claim; and
 - (iv) the act, omission, fact, matter or thing upon which the Claim will be based; and
- (b) a written Claim within 20 Business Days of giving the written notice under clause 7.19(a), which must include:
 - (i) detailed particulars concerning the act, omission, fact, matter or thing upon which the Claim is based;
 - (ii) the legal basis for the Claim, whether based on a term of this Deed or otherwise, and if based on a term of this Deed, clearly identifying the specific term;
 - (iii) the facts relied upon in support of the Claim in sufficient detail to permit verification; and
 - (iv) details of the amount claimed and how it has been calculated.

If the act, omission, fact, matter or thing upon which the Claim is based is, or the consequences of the act, omission, fact, matter or thing are, continuing, the Company must continue to give the information required by clause 7.19(b) every 20 Business Days after the written Claim under clause 7.19(b) was submitted or given to RMS, until after the act, omission, fact, matter or thing upon which the Claim is based has, or the consequences thereof have, ceased.

This clause 7.19 will not apply in respect of Claims which may arise under clause 6.1(c), 6.4 or 19.

7.20 Commonwealth funding

- (a) Each Company acknowledges that:
 - (i) the Project is being partly funded by the Commonwealth;

- (ii) RMS, the Government and the Minister have certain obligations to the Commonwealth in relation to this funding; and
 - (iii) RMS, the Government and the Minister will rely on the Companies to assist them in fulfilling those obligations.
- (b) Each Company must do everything necessary in relation to the Project to enable RMS, the Government and the Minister to fulfil their obligations, and to satisfy any of the pre-conditions to obtaining or continuing to receive the Commonwealth funding, under the ALTD Act and the ALTD Notes on Administration.
- (c) Without restricting the generality of clause 7.20(b) or any other provision of this Deed:
- (i) each Company must ensure that its Project Works are:
 - A. designed to satisfy the requirements of the Commonwealth Standards for Construction;
 - B. constructed in accordance with the Commonwealth Standards for Construction; and
 - C. maintained in accordance with the Commonwealth Guidelines for Maintenance;
 - (ii) each Company must comply with the National Code of Practice for the Construction Industry and the New South Wales Code of Practice for the Construction Industry;
 - (iii) each Company must at all reasonable times, permit any person authorised by the Commonwealth Minister:
 - A. to inspect any work involved in the carrying out of the Project; and
 - B. to inspect and make copies of, or take extracts from, any plans, designs, tenders, records or other documents relating to the Project;
 - (iv) each Company must comply with any directions by RMS in relation to the Project made to allow RMS and the Government to fulfil their federal recognition obligations under the ALTD Act and the ALTD Notes on Administration;
 - (v) WSO Co must provide to RMS and the Government the following information, in accordance with the Company Documentation Schedule:
 - A. the level of the toll;
 - B. total value of tolls collected by section and overall;
 - C. traffic volumes by different class of vehicle;
 - D. achievement by the Company of any specified performance indicators; and
 - E. the amount spent on maintenance; and

- (vi) each Company must provide to RMS on request by notice in writing, within the time reasonably specified in the notice, information relevant to the operation of the ALTD Act, or to a matter arising under the ALTD Act.

8. Design

8.1 The Companies' design obligations

Each Company warrants that:

- (a) it has checked and carefully considered the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date) and that it is proper, adequate and fit for its intended purpose including for the purpose of enabling that Company to carry out the Company's Work in accordance with this Deed including so as to satisfy the other requirements of this clause 8.1;
- (b) the design of its Project Works and its Temporary Works will:
 - (i) satisfy the requirements of the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date) and of this Deed; and
 - (ii) be and will remain at all relevant times fit for their intended purposes; and
 - (iii) be completed in accordance with the requirements of this Deed;
- (c) construction in accordance with the design of its Project Works and its Temporary Works will satisfy the requirements of the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date) and the other requirements of this Deed; and
- (d) its Project Works and its Temporary Works will:
 - (i) be fit for their intended purposes (upon Completion, in the case of the Project Works); and
 - (ii) remain at all relevant times fit for their intended purposes.

8.2 Scope of Works and Technical Criteria

- (a) If either Company becomes aware of any ambiguity, discrepancy or inconsistency in the Scope of Works and Technical Criteria or between the Scope of Works and Technical Criteria and any other document referred to, or included, in this Deed that Company must promptly notify RMS in writing providing details of the ambiguity, discrepancy or inconsistency.
- (b) If RMS:
 - (i) is given a notice under clause 8.2(a); or
 - (ii) otherwise becomes aware of any ambiguity, discrepancy or inconsistency in the Scope of Works and Technical Criteria or between the Scope of Works and Technical Criteria and any other document referred to, or included, in this Deed,

RMS may give the relevant Company a written notice as to the interpretation to apply to resolve the ambiguity, discrepancy or inconsistency.

- (c) No notice given by RMS under clause 8.2(b) will constitute a Change or otherwise entitle either Company to make any Claim against RMS arising out of or in any way in connection with the notice.

8.3 Preparation of Design Documentation

- (a) Each Company must give the Independent Verifier and RMS, throughout the preparation of the Design Documentation, the opportunity to comment on and monitor the development of the design by that Company in accordance with this clause 8.3.
- (b) Each Company must develop and complete all Design Documentation in accordance with this Deed including the Company Documentation Schedule.
- (c) The Design Documentation for each discrete design element of the Project Works and Temporary Works must be certified by the relevant Company and verified by the Independent Verifier as:
 - (i) being appropriate for construction; and
 - (ii) complying with the Deed including the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date) and, in particular, the durability requirements in section 2.13 and the design life requirements of section 5.2 of the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date),

in accordance with the Company Documentation Schedule.
- (d) Unless otherwise agreed in writing by RMS, each Company must construct its Project Works and its Temporary Works using Design Documentation which has been:
 - (i) certified by that Company;
 - (ii) submitted to RMS for the opportunity to make comment; and
 - (iii) verified by the Independent Verifier, with any comments by RMS provided in the period contemplated by the Company Documentation Schedule addressed by the Independent Verifier as part of the verification,

in accordance with the Company Documentation Schedule.
- (e) Without limiting clause 2.3, RMS and each Company acknowledges and agrees that:
 - (i) the receipt or review of, or any consultation or comments regarding, any Design Documentation by RMS is solely for the purpose of monitoring the performance of the Company;
 - (ii) RMS owes no duty to either Company to review the Design Documentation for errors, omissions or compliance with the requirements of this Deed or to consult with either Company or make any comments regarding any Design Documentation; and

- (iii) neither any review, consultation or comments by RMS, nor any failure to review, consult or comment by RMS, regarding any Design Documentation or any other act or omission by RMS in respect of any Design Documentation will lessen or otherwise affect:
 - A. the Company's warranties under clause 8.1 or any of its other liabilities or responsibilities under this Deed or otherwise according to law; or
 - B. RMS's rights against the Company whether under this Deed or otherwise according to law.

9. Construction

9.1 Construction

- (a) Each Company warrants that its Project Works and its Temporary Works will be constructed:
 - (i) in accordance with the requirements of this Deed including:
 - A. the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date);
 - B. any relevant Design Documentation which has been:
 - 1) certified by the Company;
 - 2) submitted to RMS for the opportunity to make comments; and
 - 3) verified by the Independent Verifier, and which verification addresses any comments made by RMS,
 in accordance with clause 8.3(d); and
 - C. any Change directed by RMS in accordance with clause 9.5(a)(i) or (iv) or 9.6(d); and
 - (ii) with good workmanship and materials which are:
 - A. new and free of Defects or other imperfections; and
 - B. of the quality specified in the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date); and
 - (iii) so that they are, and will remain at all relevant times, fit for their intended purposes.
- (b) If there is any ambiguity, discrepancy or inconsistency between this Deed and any Design Documentation, then unless otherwise directed by RMS, the requirements of this Deed will prevail.

9.2 RMS's right to inspect

- (a) RMS may at any time inspect the Project Works and any Temporary Works or the progress of the Company's Work, subject to reasonable safety requirements.
- (b) RMS owes no duty to either Company to:
 - (i) inspect the Project Works or the Temporary Works; or
 - (ii) review any construction, maintenance or repair for errors, omissions or compliance with the requirements of this Deed if it does so inspect.
- (c) No inspection of the Project Works or the Temporary Works or review of any part of the Company's Work by RMS or the Independent Verifier will in any way lessen or otherwise affect:
 - (i) either Company's obligations under this Deed (including its warranties under clause 9.1(a)) or otherwise according to law; or
 - (ii) RMS's rights against either Company whether under this Deed or otherwise according to law.

9.3 Review of construction

- (a) RMS may (but is not obliged to) monitor the Company's Work in order to form an opinion as to whether the construction obligations of each Company are being complied with and, in particular, whether its Project Works or its Temporary Works are being constructed in accordance with the requirements of this Deed.
- (b) If RMS believes that the Project Works or Temporary Works are not being constructed in accordance with the requirements of this Deed, RMS may give notice to the relevant Company specifying the Defect.
- (c) If a Company disagrees with any notice given by RMS pursuant to clause 9.3(b), it must within 5 Business Days of receipt of such a notice give notice of its disagreement to RMS. RMS and that Company must use reasonable endeavours to resolve the matter the subject of the disagreement. If the matter is not resolved within 5 Business Days thereafter, RMS or that Company may by notice to the other and the Independent Verifier refer the matter for determination by the Independent Verifier, who must within 5 Business Days make a determination as to the matter and notify RMS and that Company in writing of its determination.
- (d) If RMS gives a notice under clause 9.3(b) and the relevant Company does not give a notice under clause 9.3(c) (or if that Company does give a notice under clause 9.3(c) and the Independent Verifier determines that the Project Works or Temporary Works are not being constructed in accordance with the requirements of this Deed), that Company must correct the Defect the subject of the notice under clause 9.3(b).

9.4 Subcontracting

- (a) The engagement by each Company of the Contractors to perform some or all of the obligations of that Company under this Deed will not limit or affect either Company's obligations or liability under this Deed.
- (b) Each Company will be liable to RMS for the acts and omissions of its Contractors, their sub-contractors and their respective employees and agents as if such acts or omissions were the acts or omissions of that Company.

- (c) RMS and each Company acknowledge and agree that the Company's obligations under this Deed are not lessened or otherwise affected by RMS's awareness of the terms of the D&C Contract.
- (d) Each Company must notify RMS of, and if RMS requires, give RMS:
 - (i) access to, any proposed or executed contract in respect of that Company's Work with a contract sum of more than [REDACTED] (including all plans, specifications and drawings relating to that contract); and
 - (ii) a copy of, any proposed or executed contract in respect of that Company's Work with a contract sum of more than [REDACTED] (including all plans, specifications and drawings related to that contract).
- (e) Each Company must ensure that its Contractors include a clause in each contract entered into by a Contractor with any subcontractor, supplier or consultant which provides that if this Deed is terminated under clause 4.7(e) or 25.5:
 - (i) subject to the terms of the Contractors' Side Deed, the Contractor may terminate the relevant contract; and
 - (ii) [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

9.5 Changes proposed by RMS

- (a) Subject to clause 9.5(b), RMS may require either Company to carry out a Change in accordance with the following procedure:
 - (i) RMS may require a Company to carry out a Change by issuing a document entitled "Change Order" to that Company which sets out details of the proposed Change;
 - (ii) within 15 Business Days of receipt of a "Change Order" from RMS under clause 9.5(a)(i), that Company must provide RMS with a notice containing:

- A. its estimate of the Change Costs or Change Savings involved in the Change, substantiated (to the extent possible) by detailed particulars;
 - B. details of the functional integrity of any of the elements of the Project Works and the performance standards required by this Deed which will be adversely altered by the proposed Change;
 - C. details of the quality standards, warranties and other obligations (including the Date for Completion) required under this Deed which will be adversely affected by the proposed Change; and
 - D. any other information requested by the "Change Order" (if applicable);
- (iii) within 15 Business Days of receipt of that notice RMS must:
- A. give a notice to that Company that it withdraws the relevant "Change Order", in which case that Company is not obliged to carry out the "Change Order";
 - B. give a notice to that Company that it agrees with the matters referred to in that Company's notice, in which case (subject to clause 9.5(b)) that Company must proceed to carry out the "Change Order" and that Company's obligations under this Deed and the other matters referred to in clause 9.5(a)(ii) will be varied to the extent set out in the notice given under clause 9.5(a)(ii); or
 - C. give a notice to that Company that it disagrees with the matters referred to in that Company's notice and requires the dispute to be referred for determination under clause 26 in which case, subject to clause 9.5(a)(iv), that Company is not obliged to carry out the "Change Order" until the dispute has been determined under clause 26 and that Company's obligations under this Deed and the other matters referred to in clause 9.5(a)(ii) will be varied to the extent set out in the notice given under clause 9.5(a)(ii) and agreed by RMS or, to the extent that agreement is not reached, as determined in accordance with clause 26; and
- (iv) RMS may direct a Company to comply with a "Change Order" whether or not the matters referred to in clause 9.5(a)(ii) have yet been agreed between RMS and that Company or determined in accordance with clause 26. In that case, the Change Costs or Change Savings will, until RMS and that Company otherwise agree or a determination is made in accordance with clause 26, be deemed to be the amount set out in that Company's notice under clause 9.5(a)(ii) and payment will be made on that basis; and
- (v) the 15 Business Days in (ii) and (iii) will be extended by a reasonable period if a complex or major Change cannot reasonably be finalised and costed within that time.

- (b) A Company will not be obliged to carry out any Change proposed by RMS if the proposed Change will adversely affect the use, patronage or capacity of the Motorway (or WSO Co's ability to levy or collect tolls).

9.6 Changes proposed by a Company

- (a) A Company may propose a Change to RMS by giving a written notice with details of:
 - (i) the proposed Change;
 - (ii) the reason for the proposed Change;
 - (iii) the effect of the proposed Change on other elements of the Project Works;
 - (iv) the effect of the proposed Change on the D&C Program;
 - (v) the effect of the proposed Change on the O&M Work; and
 - (vi) the estimated Change Costs or Change Savings arising from the proposed Change.
- (b) If either Company proposes a Change under clause 9.6(a), the Company will, if required by RMS, give to RMS:
 - (i) a written statement stating that the proposed Change:
 - A. will not adversely affect the functional integrity of any of the elements of the Project Works 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; and
 - (ii) any other information and supporting documentation RMS requires.
- (c) RMS:
 - (i) in its absolute discretion, may approve or reject any Change a Company proposes; and
 - (ii) will be under no obligation or duty to approve any such Change for the convenience of or to assist a Company.
- (d) If RMS approves a Change proposed by a Company:
 - (i) it will issue a written direction entitled "Change Order"; and
 - (ii) that Company must thereafter carry out the Change.
- (e) Unless otherwise agreed in writing by RMS, the relevant Company will bear all costs:
 - (i) associated with proposing a Change, providing the details under clause 9.6(a) and complying with clause 9.6(b);
 - (ii) reasonably incurred by RMS in assessing a Change proposed by that Company; and

- (iii) associated with carrying out a Change proposed by that Company.

9.7 Payment for Changes

- (a) If a Change directed by RMS in accordance with clause 9.5(a) increases the scope or the cost of the Company's Work or the O&M Work, RMS must pay the relevant Company (in the case of the Company's Work) or WSO Co (in the case of the O&M Work) the Change Costs as agreed under clause 9.5(a) or determined in accordance with clause 26. Unless otherwise agreed, RMS must pay that Company these Change Costs progressively within 10 Business Days after each month in which the relevant work was undertaken.
- (b) If a Change directed by RMS under clause 9.5(a) or 9.6(d) results in Change Savings (or in the case of a Change directed by RMS under clause 9.6(d), is expected to result in Change Savings, as advised by a Company under clause 9.6(a)), RMS and that Company agree that:
- (i) in the case of a Change directed by RMS under clause 9.5(a), RMS is entitled to receive █████ of the Change Savings, as they arise (subject to clause 9.7(c)(i) and (ii)); and
- (ii) in the case of a Change directed by RMS under clause 9.6(d), RMS is entitled to receive █████ of the estimated Change Savings (as advised by that Company under clause 9.6(a)).
- (c) Where an amount is payable to RMS pursuant to clause 9.7(b) then:
- (i) to the extent that it relates to the Company's Work, this may be set off against Change Costs in respect of the Company's Work payable by RMS to either Company under clause 9.7(a) or where this is not set-off it must be paid by the relevant Company to RMS progressively within 10 Business Days after each month in which the relevant work which has been deleted or omitted would have been undertaken but for the Change; or
- (ii) to the extent that it relates to the O&M Work, WSO Co must pay this to RMS in the manner and at the time as agreed between RMS and WSO Co or, to the extent that they fail to agree, as determined by an expert who must in making the determination ensure that the timing of the payment will not have an adverse impact upon the ability which, prior to the Change being directed:
- A. the Borrower had to repay the Financiers interest and amortisation payments owing under the Debt Financing Documents on the dates on which such amounts are due to be repaid thereunder; and
- B. the Partnership and WSO Co (viewed collectively) had to give the following internal rates of return:
- 1) if the Change is directed on any date on or prior to the NorthConnex Date of Completion:
- a) to the Equity Investors, the Initial Equity Return on the Initial Equity, calculated on the assumption that the Initial Equity was contributed in full on

- the Satisfaction Date and continues in place until the end of the Term (assuming no circumstance of early termination or extension); and
- b) to the [REDACTED] the [REDACTED] on the [REDACTED], calculated from the time each [REDACTED] was forecast by the M7+M7M12 Model Outputs Schedule to be made to the end of the Term (assuming no circumstance of early termination or extension); or
- 2) if the Change is directed on any date after the NorthConnex Date of Completion:
- a) to the Equity Investors, the Initial Equity Return on the Initial Equity, calculated on the assumption that the Initial Equity was contributed in full on the Satisfaction Date and continues in place until the end of the Term (assuming no circumstance of early termination or extension); and
- b) to the [REDACTED] the [REDACTED] on the [REDACTED], calculated from the time each [REDACTED] was forecast by the M7+M7M12 Model Outputs Schedule to be made to the end of the Term (assuming no circumstance of early termination or extension).
- (d) Except where a Company is directed to carry out a Change pursuant to a "Change Order" issued by RMS under clause 9.5(a)(i), RMS will not be liable to either Company for any Loss or otherwise upon any Claim arising out of or in any way in connection with any Change.

9.8 Property Works

- (a) WestLink must:
- (i) carry out the Property Works with respect to each Parcel:
- A. in accordance with the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date); and
- B. so that they are fit for their purpose; and

- (ii) after completion of the Property Works with respect to a Parcel, including the work described in clause 9.8(e), provide to RMS:
 - A. a certificate in the form of Schedule 11 to the Certification Schedule, duly executed by the owner or owners of any part of the Parcel not acquired by RMS; or
 - B. a statement signed by WestLink to the effect that such owner or owners have failed or refused to sign a certificate in the form of Schedule 10 to the Certification Schedule within 15 Business Days of it being provided by WestLink to the owner or owners following completion of the Property Works in accordance with the requirements of this Deed including the work described in clause 9.8(e),
- (b) The acceptance of a certificate or statement provided by WestLink under clause 9.8(a)(ii) by RMS is not approval by RMS of WestLink's performance of its obligations under this clause 9.8.
- (c) Where any Property Works are required to be carried out on a Parcel, WestLink must give a written notice to the owner or owners of the property (with a copy to RMS) which:
 - (i) describes the Property Works to be carried out;
 - (ii) specifies the intended date for commencement of the Property Works; and
 - (iii) requests access for the purpose of carrying out the Property Works, not less than 15 Business Days prior to the day upon which WestLink intends to commence the Property Works.
- (d) Upon being given access to any property for the purpose of carrying out any Property Works, WestLink must promptly carry out those Property Works in a manner which minimises inconvenience and disruption to the owners, occupiers and users of the Parcel.
- (e) WestLink must:
 - (i) rehabilitate each Parcel not owned by RMS at least to the state it was in immediately prior to WestLink obtaining access (except if and to the extent that a change in the state of the land is expressly contemplated by the Scope of Works and Technical Criteria (in its form as at the day before the Integration Satisfaction Date) and/or the Environmental Documents); and
 - (ii) otherwise repair any damage or degradation to each such Parcel arising out of or in any way in connection with the performance of its obligations under this clause 9.8.
- (f) The:
 - (i) completion of all Property Works under this clause 9.8 including all work under clause 9.8(e); and
 - (ii) provision of all certificates or statements (as the case may be) to RMS under clause 9.8(a)(ii),

is a condition precedent to Completion of Stage 2.

- (g) Section 2.3.2(b) of the Scope of Works and Technical Criteria:
 - (i) is indicative only of the scope of those Property Works of the kind referred to in paragraph (b) of the definition of "Property Works" in clause 1.1; and
 - (ii) does not limit or otherwise affect WestLink's obligations under this Deed in relation to the Property Works.

9.9 Signage

- (a) Subject to clause 9.9(b), neither Company may erect, install, paint or display any advertising, promotional or similar signage or material on, in or near any part of the Project Works, the Construction Site or the Temporary Areas (or permit any third party to do so) at any time prior to the Completion Date of Stage 2.
- (b) Prior to the Completion Date of Stage 2, a Company may only (with the prior written approval of RMS, such approval not to be unreasonably withheld) erect the following signage on or near the Construction Site, the Temporary Areas or Local Roads (as applicable):
 - (i) temporary directional signage to assist businesses in the vicinity of the Construction Site or the Temporary Areas, access to which has been, or is likely to be, adversely affected by the Company's Work;
 - (ii) signage required by Law or reasonably required for the safety and security of the Project Works and the Temporary Works;
 - (iii) project identification signage approved by RMS including to advise motorists of progress on the Project Works, to apologise for traffic delays, to advise on how to obtain electronic tolling facilities, and similar reasonable "pre-opening" community/motorist awareness advisory signs;
 - (iv) such directional signage as is reasonably required for the purposes of informing persons undertaking any part of the Company's Work; and
 - (v) directional and other signage necessary to inform, and direct the movement of, motorists, pedal cyclists and pedestrians in the vicinity of the Construction Site or the Temporary Areas.
- (c) All signs erected in accordance with this clause 9.9 must be removed, and any damage caused must be made good, by a Company as a condition precedent to Completion of Stage 2.

9.10 Obligations relating to construction of works under Integration Project Documents

The parties acknowledge and agree that despite any provision of this Deed, the "Project Works" and "Temporary Works" (each as defined in the Integration Project Deed) have been planned, designed, constructed, commissioned and, on the Date of Integrated Completion, completed pursuant to the Integration Project Documents (the **Relevant Obligations**), and the Relevant Obligations and liability in respect of the Relevant Obligations the subject of the Integration Project Documents are not (and are not to be) also the subject of this Deed.

9.11 Scope of Works and Technical Criteria on and from the Date of Integration Completion

The parties acknowledge and agree that, on and from the Date of Integration Completion, the amendments set out at Schedule 17 are made to the then-current Scope of Works and Technical Criteria.

10. Time

10.1 Commencement and progress

Each Company must:

- (a) promptly start to perform the Company's Work from the Satisfaction Date; and
- (b) consistent with its obligations under clause 10.2, expeditiously and diligently progress the Company's Work.

10.2 Completion

Each Company must use its best endeavours to achieve Completion of each Stage by the Date for Completion for that Stage.

10.3 Delay

If:

- (a) the Companies become aware of any matter which will, or is likely to, give rise to a delay in achieving Completion of any Stage; or
- (b) RMS reasonably believes that the Companies will not achieve Completion of a Stage by its Date for Completion and gives the Companies a written notice to that effect,

each Company must:

- (c) in the case of clause 10.3(a), promptly give RMS a written notice setting out detailed particulars of the delay together with a detailed corrective action plan which the Companies propose to implement to mitigate the effects of the delay; and
- (d) in the case of clause 10.3(b), provide RMS with a detailed corrective action plan showing how it proposes to mitigate the effects of the delay.

10.4 Mitigation

Each Company must take all reasonable steps to mitigate any delay caused by, or any other effect of, a failure by RMS to give, or ensure that the Companies have, access to the Construction Site and the Temporary Areas in accordance with the Motorway Stratum Agreement to Lease and the Gantry Land Agreement to Lease, including making any changes to the sequencing or timing of, or the construction methodologies used in, the Company's Work and changing the D&C Program to reflect this.

10.5 Corrective action plan

RMS may, within 5 Business Days of receipt of a corrective action plan under clause 10.3, give written notice to the Companies that it does not believe that implementation of the corrective action plan will enable the Companies to mitigate the effects of the delay.

If RMS gives the Companies a notice under this clause 10.5, the Companies must amend and resubmit the corrective action plan to RMS after which this clause 10.5 will continue to apply until RMS does not issue a notice under this clause 10.5.

Each Company must thereafter comply with a corrective action plan for which RMS does not issue a notice under this clause 10.5.

Neither Company will be relieved of any liability or responsibility under this Deed or otherwise at law arising out of or in connection with:

- (a) any notice given by RMS under clause 10.3(b) or this clause 10.5; or
- (b) implementation of any corrective action plan in respect of which RMS has or has not issued a notice under this clause 10.5.

11. Completion

11.1 Completion process

- (a) The Companies must give RMS and the Independent Verifier both:
 - (i) 3 months'; and
 - (ii) 1 month's,

prior written notice of the estimated Completion Date for each Stage.
- (b) RMS, the Companies and the Independent Verifier must, if required by RMS, undertake a joint inspection of the Stage at a mutually convenient time.
- (c) When the Companies consider they have achieved Completion of a Stage, the Companies must notify RMS and the Independent Verifier in writing and may request the Independent Verifier to issue a Certificate of Completion stating the date on which the Companies achieved Completion of that Stage.
- (d) The Parties acknowledge that, within 15 Business Days of receipt of the notice under clause 11.1(c), the Independent Verifier is required to either:
 - (i) determine whether Completion has occurred and either issue:
 - A. if it believes Completion has occurred, a Certificate of Completion under clause 11.2; or
 - B. if it does not believe Completion has occurred, a notice to the Companies and RMS of the list of work remaining to be performed to achieve Completion; or
 - (ii) issue a notice to the Companies and RMS stating that the Stage is so far from Completion that it is not practicable to form an opinion under clause 11.1(d)(i)(B), after which the Companies must continue to diligently pursue Completion.
- (e) Immediately upon receipt of a notice of a kind referred to in clause 11.1(d)(i)(B), the relevant Company must perform or procure the performance of the work specified in that notice as soon as practicable.

- (f) The Companies must give notice to RMS and the Independent Verifier when the work specified in the Independent Verifier's notice under clause 11.1(d)(i)(B) has been completed.
- (g) Clauses 11.1(d) and 11.1(e) will apply in respect of the Companies' notice under clause 11.1(f) in the same way as if it were the original notice given under clause 11.1(c). The Companies acknowledge that the Independent Verifier, in making its determination as to whether Completion has occurred:
 - (i) will not be restricted by the list which it previously provided to the Companies under clause 11.1(d)(i)(B); and
 - (ii) will be entitled to raise any other items of work (other than the Defects referred to in paragraph (a) of the definition of Completion) as a ground for determining that Completion has not occurred.

11.2 Certificate of Completion

Subject to clause 11.1, where the Independent Verifier believes Completion of a Stage has occurred it must issue to the Companies and RMS a Certificate of Completion within the time required by clause 11.1(d) certifying that Completion of the Stage has taken place and the date this occurred.

11.3 Effect of Certificate of Completion

The Parties acknowledge that:

- (a) the Completion Date set out in the Certificate of Completion will be final and binding for all purposes and not capable of challenge on any basis other than manifest error; and
- (b) subject to clause 11.3(a), the issue of a Certificate of Completion will not:
 - (i) constitute an approval by RMS of the Companies' performance of their obligations under this Deed or evidence that the Stage is in accordance with this Deed; or
 - (ii) prejudice any rights or powers of RMS.

11.4 Defects or omissions

Notwithstanding that Completion of a Stage may have occurred, each Company must as soon as practicable after Completion of the Stage correct any Defects in that Company's Work which existed at the time of the issue of the Certificate of Completion for that Stage.



11.5 Opening of Motorway

- (a) Subject to clause 11.5(d), the Motorway may not be opened for public use prior to the Completion Date of Stage 1.
- (b) Subject to clause 11.5(d), as soon as practicable after the Completion Date of Stage 1, WSO Co (as sub-lessee of the Motorway Stratum (excluding the Gantry Land) under the Motorway Stratum Sub-Lease and lessee of the Gantry Land under the Gantry Land Lease) must open all traffic lanes of the Motorway to the public for the safe, efficient and continuous passage of vehicles and may then operate (or procure

the operation of) the Toll Collection System and levy tolls in relation to each part of the Motorway which consists of a Tollable Section in accordance with clause 17.

- (c) WSO Co must:
- (i) give notice to RMS of its intention to open a traffic lane of the Motorway for public use at least 20 Business Days (or such lesser period as may be agreed between RMS and WSO Co) prior to the traffic lane being so opened; and
 - (ii) effect all insurances required in relation to the Motorway under clause 22 prior to opening any part of the Motorway for public use.
- (d) Notwithstanding any other provision in this Deed, if at any time RMS gives WSO Co a written notice that, in RMS's reasonable opinion, a traffic lane of a section of the Motorway is able to be used by the public for the tolled, safe, efficient and continuous passage of vehicles, WSO Co must:
- (i) effect all insurances required in relation to the Motorway under clause 22; and
 - (ii) after these insurances are in place open the traffic lane to the public.
- (e) Any opening and/or use of a traffic lane of the Motorway under this clause 11.5 prior to Completion of Stage 1 will not relieve a Company from any of its responsibilities, obligations or liabilities under this Deed (other than its obligations under clauses 11.5(a) and 11.5(c)(i).

12. Defects Correction Periods

12.1 RMS direction

- (a) WestLink must correct all Defects in the Local Road Works, Service Works or Property Works during the relevant Defects Correction Period.

Without limiting the first paragraph, if, during a Defects Correction Period, RMS discovers or believes there is a Defect in the Local Road Works, Service Works or Property Works, RMS may, without prejudice to any other rights which RMS may have under this Deed or otherwise at law, give WestLink a direction specifying the Defect and requiring WestLink to correct the Defect or a part of it and specifying the time within which this must occur (which must be reasonable having regard to the nature of the Defect).

- (b) If WestLink disagrees with any direction given by RMS pursuant to this clause 12.1(a), it must, within 5 Business Days of receipt of such a notice, give notice of its disagreement to RMS. RMS and WestLink must use reasonable endeavours to resolve the matter the subject of the disagreement. If the matter is not resolved within 10 Business Days thereafter, RMS or WestLink may, by notice to the other and the Independent Verifier, refer the matter for determination by the Independent Verifier, who must within 10 Business Days make a determination as to the matter and notify RMS and WestLink in writing of its determination.

12.2 Correction of Defect

If a direction is given under clause 12.1(a) prior to the expiration of the Defects Correction Period applicable to the relevant part of the Local Road Works, Service Works or Property Works and WestLink does not give a written notice under clause 12.1(b) or, if it does, the

Independent Verifier determines that a Defect exists, WestLink must correct the Defect (or the part of it):

- (a) within the time specified in RMS's direction;
- (b) at times agreed with RMS and in accordance with the requirements of any relevant Authority;
- (c) so as to minimise the impact on the use of the relevant part of the Local Road Works, Service Works or Property Works; and
- (d) in a manner which causes as little inconvenience as possible to users of the Motorway, any Local Road, a Service, the Property Works or any access and the adjacent community.

12.3 Local Road Works

Each discrete part of the Local Road Works has:

- (a) a Defects Correction Period which begins when:
 - (i) the relevant Authority which has jurisdiction in respect of the discrete part of the Local Road Works gives written notice to WestLink that the work is complete; and
 - (ii) RMS and the Independent Verifier have been provided with a copy of this notice,
 and which expires [REDACTED] after the Completion Date of Stage 2; and
- (b) a further Defects Correction Period of [REDACTED] in respect of any work the subject of a direction under clause 12.1(a) (relating to the discrete part of the Local Road Works) during the Defects Correction Period, which begins on the date of the correction of the Defect (or the part of it).

12.4 Service Works

Each discrete part of the Service Works has:

- (a) a Defects Correction Period which begins when:
 - (i) the relevant Authority which has jurisdiction in respect of the Service gives written notice to WestLink that the work is complete; and
 - (ii) RMS and the Independent Verifier have been provided with a copy of this notice,
 and which expires [REDACTED] after the Completion Date of Stage 2; and
- (b) a further Defects Correction Period of [REDACTED] in respect of any work the subject of a direction under clause 12.1(a) (relating to the discrete part of the Service Works) during the Defects Correction Period, which begins on the date of correction of the Defect (or the part of it).

12.5 Property Works

Each discrete part of the Property Works has:

- (a) a Defects Correction Period which begins upon the latter of:
 - (i) the completion of that discrete part of the Property Works; and
 - (ii) the submission by WestLink to RMS and the Independent Verifier of a certificate or signed statement (as the case may be) under clause 9.8(a)(ii),
 and which expires [REDACTED] after the Completion Date of Stage 2; and
- (b) a further Defects Correction Period of [REDACTED] in respect of any work the subject of a direction under clause 12.1(a) (relating to the discrete part of the Property Works) during the Defects Correction Period, which begins on the date of correction of the Defect (or the part of it).

12.6 Failure by the Company to comply with direction

- (a) Without limiting clause 2.7, if WestLink does not comply with a direction given under clause 12.1, RMS may employ others to carry out that direction.
- (b) The Loss suffered or incurred by RMS in taking the action contemplated in clause 12.6(a) or as a result of WestLink's failure to comply with clause 12.2 will be a debt due and payable from WestLink to RMS.

12.7 Rights not affected

Neither RMS's rights, nor a Company's liability, whether under this Deed or otherwise according to law in respect of Defects, whether before or after the expiration of any relevant Defects Correction Period or the Term, will be in any way affected or limited by:

- (a) the rights conferred upon RMS or the Independent Verifier by this clause 12 or any other provision of this Deed;
- (b) the exercise of, or the failure by RMS or the Independent Verifier to exercise, any such rights; or
- (c) any direction of RMS under this clause 12.

13. Security Bonds

13.1 Provision of Security Bonds

The Companies jointly must give RMS:

- (a) one or more unconditional undertakings for an aggregate of [REDACTED];
- (b) one or more unconditional undertakings for an aggregate of [REDACTED]; and
- (c) one or more unconditional undertakings as required under clause 15.5,

each of which must be:

- (d) in the case of an unconditional undertaking provided under clause 13.1(a) or 13.1(b), in the form of Part A or Part B of Schedule 1;

- (e) in the case of an unconditional undertaking provided under clause 15.5, in the form of Part B of Schedule 1;
- (f) in favour of RMS; and
- (g) where required, duly stamped and given by a bank licensed in Australia satisfactory to RMS with a credit rating of [REDACTED] (S&P) with an address for service in Sydney.

13.2 Release of Security Bonds

Subject to its rights to have recourse to the unconditional undertakings, RMS must:

- (a) within 20 Business Days after the Completion Date of Stage 2, release the unconditional undertaking provided by the Companies under clause 13.1(a) (and any further undertakings provided by the Companies under clause 13.4);
- (b) within 20 Business Days after the correction of all Defects in the Local Road Works, the Property Works and the Service Works, release the unconditional undertaking provided by the Companies under clause 13.1(b) (and any further undertakings provided by the Companies under clause 13.4); and
- (c) within 20 Business Days after the Date of Final Handover, release any unconditional undertaking provided by the Companies under clause 15.5 (and any further undertakings provided by the Companies under clause 13.4).

13.3 Interest

RMS:

- (a) is not obliged to pay the Companies interest on:
 - (i) any unconditional undertaking; or
 - (ii) the proceeds of any unconditional undertaking if it is converted into cash; and
- (b) does not hold the proceeds referred to in clause 13.3(a)(ii) or 13.5(c) on trust for the Companies.

13.4 Company not to injunct

Neither Company may take any steps to injunct or otherwise restrain:

- (a) any issuer of any unconditional undertaking provided under this clause 13 or clause 15.5 from paying RMS pursuant to the unconditional undertaking;
- (b) RMS from taking any steps for the purposes of making a demand under any unconditional undertaking provided under this clause 13 or clause 15.5 or receiving payment under any such unconditional undertaking; or
- (c) RMS using the money received under any unconditional undertaking provided under this clause 13 or clause 15.5.

RMS may use the proceeds of any unconditional undertaking to reimburse it for any Loss, and in payment of any other monies owing by either Company, including monies owing under any indemnity. Any proceeds remaining will be refunded to the Companies upon receipt by RMS of a further unconditional undertaking which satisfies the requirements of paragraphs (d)-(g) of

clause 13.1 for the amount to be refunded.

13.5 Replacement of Security Bonds prior to Bond Expiry Date

- (a) If RMS holds an unconditional undertaking provided under this clause 13 or clause 15.5 which contains a Bond Expiry Date which is earlier than the Bond Return Date for that undertaking, then on or before the date which is 20 Business Days prior to the Bond Expiry Date for that undertaking, the Companies jointly must provide RMS with a replacement unconditional undertaking which complies with clause 13.5(b) in exchange for the unconditional undertaking which is being replaced.
- (b) Any replacement unconditional undertaking required to be provided under clause 13.5(a) must be:
- (i) where the unconditional undertaking is to replace an unconditional undertaking provided under clause 13.1(a) or 13.1(b) (or a replacement thereof), in the form of Part A or Part B of Schedule 1;
 - (ii) where the unconditional undertaking is to replace any unconditional undertaking provided under clause 15.5 (or a replacement thereof), in the form of Part B of Schedule 1;
 - (iii) in favour of RMS;
 - (iv) where required, duly stamped and given by a bank licensed in Australia satisfactory to RMS with a credit rating of [REDACTED] (S&P) with an address for service in Sydney; and
 - (v) for an amount equivalent to the amount which remains available for drawdown under the unconditional undertaking then held by RMS which it is to replace.
- (c) If clause 13.5(a) applies in respect of any unconditional undertaking and RMS has not received from the Companies a replacement unconditional undertaking which complies with clause 13.5(b) at least 20 Business Days prior to the Bond Expiry Date for that undertaking then, irrespective of anything contained in, and without limiting RMS's rights under, this Deed or the unconditional undertaking, RMS may make demand under the unconditional undertaking and hold the proceeds in substitution for the relevant unconditional undertaking.

13.6 Replacement of Security Bonds on ratings downgrade

If the credit rating of any issuer of any unconditional undertaking provided under this clause 13 or clause 15.5 [REDACTED] (S&P) then the Companies must, within 20 Business Days of the credit rating downgrade, provide RMS with a replacement unconditional undertaking which satisfies the requirements of paragraphs (d) - (g) of clause 13.1.

13.7 Further assurance

The Companies must do all things reasonably necessary and requested by RMS to assure payment will be made as contemplated by any unconditional undertaking provided under this clause 13 or clause 15.5.

14. Payment to RMS

14.1 Payment to RMS

- (a) In consideration for RMS granting to WSO Co the right to levy tolls on the Motorway in accordance with clause 17.1 and retain those tolls for its own benefit, WSO Co must, on the Satisfaction Date, pay to RMS the amount described as the "RMS Payment" in the CPP Output Schedule as at the Satisfaction Date, being an agreed amount in respect of costs incurred and to be incurred by RMS in connection with the Project.
- (b) RMS acknowledges that:
 - (i) as at the Satisfaction Date the amount referred to in paragraph (a) has been paid; and
 - (ii) WSO Co is not under any obligation to pay any amount to RMS under this clause 14.1 at any time on or after the Satisfaction Date.

14.2 No deductions, set-off or counterclaim

All payments by WSO Co under this clause 14 must be:

- (a) made without demand from RMS;
- (b) free of any set-off or counterclaim; and
- (c) without deduction or withholding for any present or future Taxes, unless WSO Co is compelled by law to deduct or withhold the same.

15. Operation, maintenance and repair

15.1 General obligation

- (a) Without limiting WSO Co's obligations under this clause 15, WSO Co:
 - (i) as sub-lessee of the Motorway Stratum under the Motorway Stratum Sub-lease and as lessee of the Motorway Stratum under the Motorway Stratum Lease (2048);
 - (ii) as lessee of the Motorway Stratum (M7W) under the Motorway Stratum Lease (M7W);
 - (iii) as lessee of the Gantry Land under the Gantry Land Lease and the Gantry Land Lease (2048); and
 - (iv) as lessee of the Gantry Land (M7W) under the Gantry Land Lease (M7W),

must operate, maintain and repair the Motorway and maintain and repair the Third Party Works throughout the Term so that:

 - A. subject to clause 15.2, all traffic lanes of the Motorway are at all times during the Term open to the public for the safe, continuous and efficient passage of vehicles;

- B. the performance of each part of the Motorway and the Third Party Works meets the performance standards specified in the Scope of Works and Technical Criteria;
 - C. the design life of each part of the Motorway and the Third Party Works is maintained in accordance with the design life standards specified in section 5.2 of the Scope of Works and Technical Criteria;
 - D. the Motorway and the Third Party Works are in a condition which will satisfy the handover conditions in section 10 of the Scope of Works and Technical Criteria;
 - E. the Motorway and the Third Party Works otherwise remain at all relevant times fit for their intended purposes and that Defects are corrected as soon as possible; and
 - F. the requirements of the Environmental Documents are at all times met.
- (b) The standards, tasks, obligations and other provisions contained in or referred to in section 9 of the Scope of Works and Technical Criteria (including in Appendix 9 to the Scope of Works and Technical Criteria) represent the minimum requirements which WSO Co must satisfy for the purpose of fulfilling the obligations specified in clause 15.1(a).
- (c) WSO Co bears the risk that:
- (i) compliance by it with the minimum requirements referred to in clause 15.1(b); and
 - (ii) without limiting clause 15.1(c)(i), the development of, and compliance with, maintenance standards of the kind referred to in section 9.9 of the Scope of Works and Technical Criteria,
- will not enable the obligations specified in clause 15.1(a) to be fulfilled.
- (d) Without limiting clause 15.1(c), WSO Co must, at its own cost, carry out all work in addition to that necessary or desirable to meet the minimum requirements referred to in clause 15.1(b) to enable the obligations specified in clause 15.1(a) to be fulfilled.

15.2 Obligation to keep Motorway open

- (a) During the Term, WSO Co must keep all traffic lanes of the Motorway (including all on-ramps and off-ramps) open to the public for the safe, efficient and continuous passage of vehicles (whether or not the Toll Collection System is operational) except to the extent:
- (i) it has been authorised to close the Motorway or a traffic lane of the Motorway under a road occupancy licence granted by RMS in accordance with Appendix 31 of the Scope of Works and Technical Criteria, or RMS otherwise consents in writing; or
 - (ii) it is necessary to close the Motorway or a traffic lane of the Motorway as a result of:

- A. the requirements of any relevant Authority which have the effect of Law and which necessitate the closing of the Motorway or a traffic lane of the Motorway;
 - B. the occurrence of a Force Majeure event which prevents the safe passage of vehicles;
 - C. a material threat to the health or safety of the public; or
 - D. emergency maintenance and/or repairs to the Motorway in accordance with this Deed, including the Scope of Works and Technical Criteria.
- (b) If WSO Co closes or proposes to close any part of the Motorway for any reason whatsoever, WSO Co must promptly notify RMS in writing specifying the reasons for such closure.

15.3 Performance of O&M Work

- (a) Without limiting clause 15.1, in performing the O&M Work, WSO Co must:
- (i) comply with O&M Best Practices and for this purpose develop, implement and continuously improve maintenance standards and systems to reflect O&M Best Practices, including performance and intervention standards, appropriate response times and management and control systems;
 - (ii) keep the Motorway, the Third Party Works and any maintenance plant clean and tidy and regularly remove from any place where the O&M Work is being performed any waste or surplus material arising from such performance;
 - (iii) act in a timely and expeditious manner;
 - (iv) once it has commenced any O&M Work, proceed with the O&M Work with due expedition and without delay and must take all steps reasonably available to it (including re-sequencing and re-scheduling the commencement of other O&M Work) to minimise any disruption to, or compromise of the safety of, the users of the Motorway;
 - (v) give priority to the safety of motorists, and any other persons or vehicles using the Motorway or the Third Party Works or otherwise affected by the performance of the O&M Work;
 - (vi) minimise the impact of the performance of the O&M Work on motorists and other users of the Motorway and, the Third Party Works;
 - (vii) coordinate its activities so as to ensure that no unnecessary interference is caused to members of the public or the operations of RMS or other Authorities;
 - (viii) do all things and take all measures necessary to protect people;
 - (ix) do all things and take all measures reasonably necessary to protect property; and
 - (x) prevent nuisance, unreasonable noise and disturbance (except to the extent any of them are the inevitable consequence of performing the

O&M Work in accordance with the requirements of this Deed or the use of the Motorway) and comply with the requirements of Authorities including the EPA.

- (b) Without limiting clause 15.1, WSO Co warrants that it will:
 - (i) perform the O&M Work using workmanship and materials of the highest standard which are fit for their intended purposes; and
 - (ii) if, in the performance of the O&M Work, it is required to replace any worn, failed or defective parts, the replacement parts will be:
 - A. of equal quality to those required under this Deed; and
 - B. fit for their intended purpose.
- (c) WSO Co must take all reasonable precautions to avoid obstruction and damage to any property and Services arising out of the performance of O&M Work.
- (d) If any damage is caused by WSO Co, its employees, agents or contractors or any employee of an agent or contractor in the performance of the O&M Work to any property or Service, WSO Co must promptly make good the damage at its own cost and pay any compensation payable in connection with the damage.
- (e) Upon completion of any O&M Work, WSO Co must promptly and in a good and workmanlike manner remove all temporary protection measures installed in connection with it.
- (f) The Parties acknowledge and agree that WSO Co 's operation, maintenance and repair obligations under this Deed do extend to upgrading the Motorway to incorporate advancements in technology or operation and maintenance practices as required by O&M Best Practices.
- (g) The parties acknowledge and agree that:
 - (i) from the Amendment Date, the Companies' obligations in this Deed with respect to the Project Works and the Temporary Works do not impose any obligations on the Companies with respect to the Back Office System or the Tolling Services;
 - (ii) from the GLIDE Go Live Date, the Companies' obligations in this Deed with respect to the O&M Works do not impose any obligations on the Companies with respect to the Back Office System or the Tolling Services; and
 - (iii) from the Date of Integration Completion, the Companies' obligations in this Deed with respect to the O&M Works do not impose any obligations on the Companies with respect to the Returned Works.

15.4 O&M Manuals

- (a) The Parties acknowledge that the O&M Manuals were updated by WSO Co on or before the Date of Integration Completion, and thereafter WSO Co must maintain the O&M Manuals, in accordance with the requirements of this Deed including the Company Documentation Schedule.
- (b) The O&M Manuals must contain the contents required by the Scope of Works and Technical Criteria.

- (c) RMS owes no duty to WSO Co to review the O&M Manuals or any draft submitted by WSO Co for errors, omissions or compliance with this Deed.
- (d) No review of, comments upon, notice given in respect of, the O&M Manuals or any draft, or any other act or omission of RMS in respect of the O&M Manuals or any draft, will lessen or otherwise affect:
 - (i) either Company's liabilities or responsibilities under this Deed or otherwise according to law; or
 - (ii) RMS's rights against either Company, whether under this Deed or otherwise according to law.
- (e) WSO Co:
 - (i) warrants that the O&M Manuals will be fit for their intended purposes; and
 - (ii) warrants, in addition to the warranties referred to in clause 7.4(h) for the Project Plans incorporated into the O&M Manuals under clause 7.4(1), that compliance with the O&M Manuals will enable it, during the Term, to fulfil its obligations under this Deed.
- (f) WSO Co:
 - (i) must comply with the O&M Manuals as submitted to RMS in accordance with the Company Documentation Schedule; and
 - (ii) agrees that compliance by it with the O&M Manuals will not in any way lessen or affect:
 - A. its liabilities or responsibilities under this Deed or otherwise according to law; or
 - B. RMS's rights against it, whether under this Deed or otherwise according to law.

15.5 Failure to comply with O&M obligations

- (a) If:
 - (i) the O&M Manuals have not been maintained or complied with, as required by this Deed;
 - (ii) the O&M Manuals are deficient as a mechanism for ensuring that at the end of the Term the Motorway will be in the handover condition required by the terms of this Deed; or
 - (iii) WSO Co otherwise fails to comply with its obligations under clause 15.1,

RMS may, at any time during the Term, issue to WSO Co a notice requiring WSO Co to rectify any specified non-conformances within [REDACTED].

- (b) If:
- (i) at the end of such [REDACTED] period the non-conformances specified in a notice issued by RMS in accordance with clause 15.5(a) have not been rectified in full; and
 - (ii) where the notice was issued prior to the [REDACTED] of the Satisfaction Date, RMS reasonably determines that such failure by the Company to rectify those non-conformances is materially affecting the operation of the Motorway,

RMS may issue to WSO Co a notice to that effect and WSO Co must provide to RMS an unconditional undertaking for an amount determined by RMS (which must be reasonable having regard to the nature of the non-conformances) up to [REDACTED] (indexed in accordance with increases in the CPI from the date of this Deed) which complies with the requirements of paragraphs (d) - (g) of clause 13.1, as security for WSO Co's performance of its obligations under clause 15.1.

15.6 Inspection

RMS, its employees and agents (including any subcontractors and their employees) may, at any time during the Term, enter the Maintenance Site, the Motorway Stratum, the Motorway Stratum (M7W), the Motorway, the WSO Control Centre and any Third Party Works during business hours or on reasonable notice to inspect and observe the operation, maintenance and repair of the Motorway and the maintenance and repair of the Third Party Works or to exercise any right or perform any obligation which RMS has under any Project Document.

15.7 Changes to Motorway

Each Company must:

- (a) not make (or permit to be made) any:
 - (i) structural changes to the Motorway; or
 - (ii) changes to the Motorway which are inconsistent with or outside the requirements of the Scope of Works and Technical Criteria,
 without RMS's prior written approval (which approval must be given to the extent that the change is required in order for that Company to comply with the Law); and
- (b) notify RMS of any other change made to the Motorway and the Third Party Works.

RMS acknowledges that, if the Companies consider that future traffic volumes warrant it, the Companies intend to seek environmental and other necessary approvals to construct (at the Companies' cost):

- (a) west-facing ramps at Quaker's Hill Parkway;
- (b) a merge lane between Sunnyholt Road and Norwest; and
- (c) a merge lane between Sunnyholt Road and Quaker's Hill Parkway.

RMS agrees that, if requested by the Companies, it will take all reasonable steps (consistent with the proper exercise of its statutory functions) to facilitate the Companies seeking approval under the EP&A Act (or other applicable laws) to implement these changes to the Motorway.

15.8 Advertising signage

Subject to clause 9.9(b), neither Company may (at any time during the Term) erect, install, paint or display any advertising, promotional or similar signage or material on, in, or near, any part of the Motorway or the Third Party Works (or permit any third party to do so).

However, this will not prevent a Company, with the consent of RMS (not to be unreasonably withheld) installing advisory signs to advise motorists of traffic conditions, how to obtain electronic tolling facilities, and similar reasonable operation and community or motorist awareness notices and advisory signs.

15.9 Fixtures, fittings and equipment

WSO Co must ensure that all fixtures, fittings and equipment comprised or used in the Motorway will be:

- (a) owned by WSO Co; or
- (b) the subject of a lease or hire purchase agreement:
 - (i) with an option in favour of WSO Co to acquire title to them for nominal cost at the end of the term of such lease or hire purchase agreement; and
 - (ii) which includes a right for WSO Co to assign its rights and obligations under the lease or hire purchase agreement to RMS (or its nominee) prior to the end of the term of such lease or hire purchase agreement on an early termination of this Deed.

15.10 Operating qualifications

- (a) WSO Co must:
 - (i) ensure that each entity that performs substantial operation, maintenance and/or repair obligations in respect of the Motorway ("**Relevant Entity**"):
 - A. is reputable and has sufficient experience and expertise in successfully operating, maintaining and repairing (as applicable) tollways, freeways or other roads;
 - B. has in place arrangements for ensuring the availability of the appropriate skills and resources to perform its obligations to the standards required by this Deed; and
 - C. is of sufficiently high financial and commercial standing to perform its obligations to the standards required by this Deed; and
 - (ii) provide RMS with prior written details of the Relevant Entity and the terms and conditions of its appointment, which must be on commercial terms negotiated on an arm's length basis having regard to the obligations of WSO Co under this Deed.
- (b) Subject to clause 15.11, WSO Co must not:
 - (i) terminate the appointment of any Relevant Entity unless another person, in respect of which clause 15.10(a) has been complied with, is appointed

to perform the obligations which were performed by that Relevant Entity; or

- (ii) make, or consent to, any modification, variation or amendment of a material nature to the O&M Documents or to any other agreement under which a Relevant Entity is appointed, unless such modification, variation or amendment is on commercial terms and has been negotiated on an arm's length basis and prior written details have been given to RMS, unless RMS otherwise consents in writing, which consent must not be unreasonably withheld or delayed.
- (c) RMS consents to the engagement by WSO Co of the Operator and the TCM Operator to perform various obligations of WSO Co under this Deed, and to WSO Co conferring rights on the Operator and the TCM Operator.
- (d) The engagement by WSO Co of the Operator, the TCM Operator or any Relevant Entity will not limit or affect WSO Co's obligations or liability under this Deed.
- (e) WSO Co will be liable to RMS for the acts and omissions of the Operator, the TCM Operator and any Relevant Entity and their respective employees and agents as if such acts or omissions were acts or omissions of WSO Co.
- (f) RMS and each Company acknowledge and agree that WSO Co's obligations under this Deed are not lessened or otherwise affected by RMS's awareness of the terms of the O&M Agreement, the TCM Agreement or the Technology Implementation and Services Agreement.

15.11 Replacement of Operator

If, at any time, WSO Co proposes to appoint a replacement operator, WSO Co must first obtain prior written consent from RMS for the appointment or novation. RMS must not withhold such consent where:

- (a) RMS has been provided with written details of the proposed replacement operator, and the terms and conditions of the proposed appointment or novation;
- (b) the proposed replacement operator is a reputable corporation;
- (c) in RMS's reasonable opinion, the proposed replacement operator (whether by itself or by way of support from its shareholders in a form acceptable to RMS acting reasonably):
 - (i) has sufficient expertise and ability; and
 - (ii) is of sufficiently high financial and commercial standing,
 to properly carry out the obligations of the Operator, the TCM Operator or the Technology Operator (as the case may be) under the relevant Project Documents;
- (d) all terms and conditions of the proposed novation or appointment are reasonably acceptable to RMS;
- (e) the proposed replacement operator has agreed to be bound by the terms of the relevant Project Documents; and
- (f) a person other than RMS bears all reasonable costs and expenses (including legal costs and expenses) of and incidental to:

- (i) any enquiries which RMS may make for the purposes of determining whether to consent to the novation or appointment;
- (ii) the procurement of a replacement operator; and
- (iii) the preparation, negotiation and execution of any relevant documentation and any stamp duty or similar charges in relation to such documentation.

15.12 Notice of damage and accidents

- (a) During the Term, WSO Co must promptly give RMS a detailed written report of:
 - (i) any material damage to or defect or disrepair in the Motorway or any Third Party Works of which either Company is aware;
 - (ii) the action which WSO Co proposes to take to correct that material damage, defect or disrepair, and the estimated time that correction will require; and
 - (iii) any Incidents or other accidents involving material damage or injury which occur on the Motorway or any Third Party Works of which either Company is aware.
- (b) If WSO Co provides or is required to provide a report to RMS in accordance with clause 15.12(a), WSO Co must thereafter provide any additional information reasonably requested by RMS in respect of the subject matter of such report.

15.13 Final Handover

- (a) As conditions precedent to Final Handover:
 - (i) there must be:
 - A. no immediate repair work required to any part of the Motorway or the Third Party Works; and
 - B. otherwise no Defects in the Motorway or the Third Party Works;
 - (ii) WSO Co must transfer ownership to RMS or its nominee of all plant and equipment owned by it or in respect of which it has an option to acquire title and required for the O&M Work; and
 - (iii) WSO Co must supply to RMS all spare parts and special tools necessary for the continued operation, maintenance and repair of the Motorway and the Third Party Works after the expiry of the Term for a period of [REDACTED].
- (b) During the final [REDACTED] of the Term, WSO Co must train RMS (or other) personnel as nominated by RMS in all aspects of the operation, maintenance and repair of the Motorway and the Third Party Works to a level of competency that will allow those personnel to manage, operate, maintain and repair the Motorway and the Third Party Works so that the obligations specified in clause 15.1 can be fulfilled after the expiry of the Term.
- (c) It is a condition precedent to Final Handover that the training referred to in clause 15.13(b) be completed to the reasonable satisfaction of RMS.

- (d) For a period of [REDACTED] after the expiry of the Term, WSO Co must ensure that it has competent and experienced personnel available to consult with RMS on any aspect of the operation, maintenance and repair of the Motorway and the maintenance and repair of the Third Party Works, where required by RMS.
- (e) Within 60 Business Days after the expiry of the Term, RMS will make determinations as to "residual design life", as defined in section 10.3 of the Scope of Works and Technical Criteria, with respect to each:
- (i) Asset Element of the Motorway and the Third Party Works referred to in section 5.2 of the Scope of Works and Technical Criteria and, subject to clause 15.13(e)(ii), each Asset Item forming part of that Asset Element; and
 - (ii) Asset Item or Asset Sub-Item of the Motorway and the Third Party Works specified in Appendix 20 to the Scope of Works and Technical Criteria,
- as at the expiry of the Term, using methodology for the determination which is consistent with relevant industry practice at the time which may include using:
- (iii) any technology used at the time for the purpose of making such determinations; or
 - (iv) records kept by WSO Co during the Term as required by the Scope of Works and Technical Criteria.
- (f) If RMS believes that the "residual design life" of an Asset Element, Asset Item or Asset Sub-Item or any part thereof is less than the "specified residual design life", as defined in section 10.2 of the Scope of Works and Technical Criteria, for the relevant Asset Element, Asset Item or Asset Sub-Item, then RMS may give notice to this effect to WSO Co specifying:
- (i) the extent to which it believes the "residual design life" is less than the "specified residual design life"; and
 - (ii) the cost of the measures necessary to ensure that the Asset Element, Asset Item or Asset Sub-Item or any part thereof have a "residual design life" at least equal to the "specified residual design life".
- (g) WSO Co must within:
- (i) a reasonable time of receipt of RMS's notice under clause 15.13(f); or
 - (ii) in any event, 60 Business Days of receipt of RMS's notice under clause 15.13(f),
- carry out all necessary work to ensure that the "residual design life" of the relevant Asset Element, Asset Item or Asset Sub-Item or part thereof is equal to the "specified residual design life" for the relevant Asset Element, Asset Item or Asset Sub-Item:
- (iii) within and at such time as may be required by RMS;
 - (iv) in accordance with the requirements of any relevant Authority;
 - (v) so as to minimise the impact on the use of the Motorway or the Third Party Works; and

- (vi) in a manner which causes as little inconvenience as possible to:
 - A. users of the Motorway or the Third Party Works;
 - B. users of any Service or access; and
 - C. the adjacent community;
- (h) If WSO Co does not carry out the work referred to in clause 15.13(g) within the time specified, subject to clause 15.13(k), WSO Co must pay RMS (without limiting the provisions of clause 12) the cost determined by RMS under clause 15.13(f)(ii) as a debt due and payable by WSO Co to RMS.
- (i) Compliance by WSO Co with clause 15.13(g) or 15.13(h) is a condition precedent to Final Handover.
- (j) In this clause 15.13, the terms "Asset Element", "Asset Item" and "Asset Sub-Item" have the same meaning as in the Scope of Works and Technical Criteria.
- (k) Nothing in clause 15.13(h) will limit RMS's rights against either Company, whether under this Deed or otherwise according to law in respect of any Defect.

15.14 Services conduits

- (a) The Companies acknowledge that the Motorway must include 2 conduits for the accommodation of RMS's cables.
- (b) The Companies must not use or (except as required by law) permit the conduits to be used other than as directed by RMS.
- (c) RMS and any person authorised by RMS may enter the Maintenance Site, the Motorway Stratum, the Motorway Stratum (M7W), the Motorway, the WSO Control Centre and any Third Party Works during business hours or on reasonable notice (except in the case of an emergency when no notice will be required) for the purposes of installing, maintaining, repairing and removing cables and associated equipment in or from the conduits, provided they use their best endeavours to minimise any disruption to the Companies' operations and comply with the Companies' or their contractor's reasonable occupational health and safety requirements.

15A. Integrated Operating Services

15A.1 Integrated Operating Services

- (a) RMS acknowledges and agrees that WSO Co may adopt a contractual structure for the performance of the Operating Services which includes any one or more of the following:
 - (i) WSO Co performing all or part of the Operating Services itself;
 - (ii) WSO Co engaging one or more subcontractors to perform all or part of the Operating Services; and
 - (iii) the integration of the performance of all or part of the Operating Services with the performance of equivalent services for other tollroads, by subcontracting the performance of all or part of the Operating Services to subcontractors (referred to as **Integrated Operations Service**

Providers) which may at that time, or at any time in the future, also perform equivalent services for those other tollroads (referred to as **Integrated Operating Services**).

- (b) Without limiting WSO Co's rights to implement the Integrated Operating Services contemplated by clause 15A.7(a), WSO Co must not implement:
 - (i) any other Integrated Operating Services unless:
 - A. an IO Plan in respect of those Integrated Operating Services has been reviewed by RMS in accordance with clause 15A.4;
 - B. the Integrated Operations Service Provider meets the requirements of clause 15.10(a) in respect of a Relevant Entity;
 - C. if the Integrated Operations Service Provider is an Associate of WSO Co, the Integrated Operations Services Provider has been engaged in accordance with clause 35.20; and
 - D. if required by RMS, WSO Co and the Integrated Operations Service Provider enter into an Integrated Operations Side Deed; or
 - (ii) an IO Reversal unless:
 - A. an IO Reversal Plan has been reviewed by RMS in accordance with clause 15A.4; or
 - B. clause 15A.5(c) applies.

15A.2 Implementation of Integrated Operating Services

Unless otherwise agreed by the parties, the implementation of Integrated Operating Services or an IO Reversal (as applicable) must:

- (a) be carried out in a manner which complies with all Laws;
- (b) not prevent Performance Standards being met;
- (c) not limit or restrict RMS's ability or power to manage, develop, change, maintain or extend the Sydney road network;
- (d) not increase the costs or the risks borne by users of the Motorway above those which they would bear in the absence of the Integrated Operating Services or IO Reversal (as applicable); and
- (e) not increase the costs or the risks borne by the State of New South Wales, including any statutory body representing the Crown in the right of the State of New South Wales, above those which it would bear in the absence of the Integrated Operating Services or IO Reversal (as applicable).

15A.3 IO Plans and IO Reversal Plan

- (a) Prior to the implementation of:
 - (i) any Integrated Operating Services (other than the Integrated Operating Services contemplated by clause 15A.7(a)), WSO Co must, in

- accordance with clause 15A.4, develop and submit to RMS for RMS's review and comment a plan that complies with the requirements of clause 15A.3(d) (**IO Plan**); or
- (ii) an IO Reversal, WSO Co must, in accordance with clause 15A.4, develop and submit to RMS for RMS's review and comment a plan that complies with the requirements of clause 15A.3(e) (**IO Reversal Plan**).
- (b) Prior to submission of any IO Plan in accordance with clause 15A.3(a)(i) or any IO Reversal Plan in accordance with clause 15A.3(a)(ii), WSO Co must procure that an independent reviewer acceptable to the parties (acting reasonably) (**IO Reviewer**) undertakes a comprehensive risk assessment in accordance with clause 15A.3(c) in relation to the:
- (i) proposed implementation of Integrated Operating Services; or
- (ii) proposed IO Reversal,
- as applicable, for the purpose of determining the extent to which the proposed implementation of Integrated Operating Services or the proposed IO Reversal (as applicable) will meet each of the requirements listed in clause 15A.2.
- (c) In carrying out the risk assessment contemplated by clause 15A.3(b), the IO Reviewer must:
- (i) convene and undertake comprehensive risk assessment workshops to which both WSO Co and RMS must be invited to attend; and
- (ii) provide to the parties a report which details:
- A. the outcomes from the risk assessment and workshops conducted in accordance with clauses 15A.3(b) and 15A.3(c)(i) including an evaluation of the likelihood and consequences of each risk of non-compliance with the requirements listed in clause 15A.2 identified in the risk assessment workshops; and
- B. the proposed mitigants of the risks identified, including a recommendation as to the steps which should be taken by WSO Co to ensure that the proposed implementation of Integrated Operating Services or proposed IO Reversal (as applicable) will meet each of the requirements listed in clause 15A.2.
- (d) An IO Plan must:
- (i) identify the relevant Operating Services to which the IO Plan relates;
- (ii) provide details of equipment, assets and infrastructure to be used for the purpose of providing the relevant Operating Services;
- (iii) detail the outcome of the IO Reviewer's risk assessment in respect of the proposed Integrated Operating Services;
- (iv) detail the amendments (if any) to be made to the O&M Manuals consequent upon the implementation of Integrated Operating Services;

- (v) detail the impact on this Deed and the Scope of Works and Technical Criteria (if any) consequent upon the implementation of Integrated Operating Services;
 - (vi) demonstrate how WSO Co will implement the proposed mitigants contained in the report provided to RMS under clause 15A.3(c);
 - (vii) detail any proposed changes to the Performance Standards consequent upon implementation of the proposed Integrated Operating Services, provided that compliance with such Performance Standards must be capable of objective measurement and the Performance Standards must be no more or less onerous than the then current Performance Standards;
 - (viii) demonstrate that IO Reversal could be undertaken if WSO Co elected to do so under clause 15A.5; and
 - (ix) address any comments made by RMS pursuant to clause 15A.4.
- (e) An IO Reversal Plan must:
- (i) identify the relevant Operating Services to which the IO Reversal Plan relates;
 - (ii) detail the measures to be put in place by WSO Co to enable WSO Co or RMS (in the event of RMS exercising its rights under clause 2.7 and upon termination of this Deed) to continue operating the Motorway in compliance with the relevant Performance Standards in the event of an IO Reversal;
 - (iii) demonstrate that the IO Reversal will not have an adverse impact on the ability of WSO Co or RMS (in the event of RMS exercising its rights under clause 2.7 and upon termination of this Deed) to meet the required Performance Standards;
 - (iv) detail the outcome of the IO Reviewer's risk assessment in respect of the proposed IO Reversal;
 - (v) detail the amendments (if any) to be made to the O&M Manuals consequent upon the implementation of the IO Reversal;
 - (vi) set out the details, time frame and steps to be taken to achieve IO Reversal;
 - (vii) demonstrate how WSO Co will implement the proposed mitigants contained in the report provided to RMS under clause 15A.3(c)(ii); and
 - (viii) address any comments made by RMS pursuant to clause 15A.4.
- (f) WSO Co must, if the IO Plan has been updated in accordance with this Deed, submit the updated IO Plan to RMS whenever reasonably required by RMS.

15A.4 RMS Review

- (a) Where required by clause 15A.3(a), WSO Co must submit plans and related documents to RMS for review in accordance with this clause 15A.4 (**Submitted Documents**).

- (b) RMS may review a Submitted Document submitted in accordance with clause 15A.4(a) and provide any comments in writing to WSO Co in accordance with this clause 15A.4, provided that RMS does so within:
- (i) 20 Business Days after the date on which a Submitted Document was first submitted to RMS under this clause 15A.4; and
 - (ii) where WSO Co is required to re-submit a Submitted Document in accordance with this clause 15A.4, within 10 Business Days after the date on which such Submitted Document was re-submitted to RMS,
- (being the **Review Periods**).
- (c) RMS and WSO Co must meet on the next Business Day after the expiry of the relevant Review Period to discuss and confer on RMS's comments or conditions (if any) provided within the Review Period in response to a Submitted Document.
- (d) WSO Co must, as soon as possible after a written request by RMS:
- (i) submit any further information, data or documents; and
 - (ii) make available appropriately qualified personnel,
- that RMS reasonably requires in order to review the Submitted Document and respond within a Review Period in accordance with this clause 15A.4.
- (e) Unless otherwise agreed, WSO Co must provide:
- (i) one electronic version in PDF format; and
 - (ii) if requested by RMS, one electronic copy in the format of the software in which the document was originally created which has been configured to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as could the original creator of that document,
- of each Submitted Document submitted to RMS for review in accordance with this clause 15A.4.
- (f) WSO Co must maintain a register of the date of submission and content of each Submitted Document and must regularly update that register to record:
- (i) each Submitted Document to which it receives a response or comment from RMS, including a copy of that response or comment; and
 - (ii) each Submitted Document to which it receives no response or comment from RMS.
- (g) RMS may provide:
- (i) "comments" or "no comments"; or
 - (ii) "conditions",
- in respect of a Submitted Document if:
- (iii) the Submitted Document:

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- A. is incomplete, inaccurate, of poor quality, ambiguous, unclear or otherwise is not in a condition to allow RMS, in its reasonable opinion, to adequately review it; or
 - B. is otherwise not in accordance with, or is not submitted in accordance with, the requirements of this clause 15A;
 - (iv) RMS is of the view, acting reasonably, that implementing, or proceeding on the basis of the Submitted Document, is likely to:
 - A. prevent WSO Co or RMS (in the event of RMS exercising its rights under clause 2.7 and upon termination of this Deed) from operating the Motorway in accordance with the Performance Standards;
 - B. have an adverse affect on RMS's rights under a Project Document or RMS's ability to enforce such rights;
 - C. adversely affect any of RMS's statutory functions or its ability to perform its obligations under a Project Document; or
 - D. result in an increase to RMS's Liabilities under a Project Document; or
 - (v) if the Submitted Document is an IO Plan or an IO Reversal Plan, the Submitted Document does not accurately set out (or set out in sufficient detail) how the Integrated Operations Service Provider will deliver the Integrated Operating Services so as to meet the requirements of clause 15A.2.
 - (h) If WSO Co does not agree with any comments or conditions provided by RMS in respect of a Submitted Document:
 - (i) WSO Co and RMS must meet within 5 Business Days after receipt of notice of that disagreement by RMS to try to resolve the difference of opinion in good faith; and
 - (ii) if, following good faith negotiations in accordance with clause 15A.4(h)(i), WSO Co still disputes that any amendments are required to the Submitted Document, either party may, within 5 Business Days after those negotiations, refer the matter to dispute resolution in accordance with clause 26.
 - (i) If RMS provides:
 - (i) "no comments" in respect of a Submitted Document, or otherwise fails to respond to any Submitted Document within the Review Period, WSO Co may proceed at its own risk in accordance with the Submitted Document;
 - (ii) "comments" in respect of the Submitted Document, WSO Co may not proceed with the Submitted Document unless it has addressed the "comments" in accordance with clause 15A.4(j); or
 - (iii) "conditions" in respect of the Submitted Document, WSO Co may proceed on the basis of the Submitted Document but must also address the conditions provided in respect of the Submitted Document in accordance with clause 15A.4(k).

- (j) If RMS has comments on a Submitted Document, it must indicate to WSO Co that its response is in the form of "comments" and WSO Co must, subject to clause 15A.4(h):
- (i) amend the Submitted Document in accordance with the comments of RMS to the extent necessary to ensure that:
 - A. the Submitted Document meets the requirements of this clause 15A; and
 - B. the issues identified by RMS in RMS's comments are addressed; and
 - (ii) resubmit the revised Submitted Document to RMS, and the provisions of clauses 15A.4(a) to 15A.4(j) will reapply to the amended Submitted Document until the earlier of the date on which:
 - A. the amended Submitted Document is returned to WSO Co without any comment;
 - B. RMS only provides conditions in respect of the amended Submitted Document; or
 - C. the relevant Review Period expires without any response from RMS being received by WSO Co in respect of the amended Submitted Document.
- (k) If RMS considers that WSO Co may proceed to undertake the Integrated Operating Services in accordance with the Submitted Document but that certain conditions must be satisfied:
- (i) RMS must indicate that its response to the Submitted Document is in the form of "conditions" and not "comments"; and
 - (ii) WSO Co may proceed with the implementation of the Integrated Operating Services in accordance with the Submitted Document but, subject to clause 15A.4(h), must otherwise satisfy the conditions within the time specified by RMS (acting reasonably) or if no time is specified, as soon as practicable.
- (l) If RMS provides WSO Co with comments or conditions in connection with the Submitted Document, RMS must provide sufficient detail to WSO Co to substantiate those comments or conditions.
- (m) The Companies agree that:
- (i) RMS does not owe any duty of care to the Companies to review a Submitted Document at all;
 - (ii) in reviewing, commenting or failing to comment on, or providing conditions in relation to, a Submitted Document, RMS does not owe any duty of care to the Companies to detect defects, errors, omissions or non-compliances with a Project Document or any Law in a Submitted Document;
 - (iii) where the words "review", "comment", "accept", "endorse", "approve", "consent", "condition" or "reject" (or other grammatical forms of those words) are used in this clause 15A.4 or in a Submitted Document, or

where such words are used by RMS in connection with a Submitted Document, then those words, their use and the acts or omissions of RMS associated with them do not (unless otherwise agreed by RMS) in any way:

- A. relieve the Companies from, or alter, affect or reduce, the obligations and Liabilities of the Companies in accordance with the Project Documents or at Law;
 - B. constitute any representation by RMS that any Submitted Document complies with the Project Documents;
 - C. prejudice RMS's rights against the Companies, whether under the Project Documents or otherwise at Law; or
 - D. affect the time for performance of RMS's obligations in accordance with the Project Documents;
- (iv) the review of, acceptance, endorsement or approval of, comment or failure to comment on, provision of conditions in relation to or consent to, any Submitted Document by RMS will not be evidence that any Integrated Operating Services have been or will be undertaken or performed in accordance with the Project Documents;
 - (v) the Companies will not be entitled to make any Claim against RMS, whether under this Deed or at Law, for any Liabilities incurred by the Companies in connection with any review of, comment or failure to comment on, provision of conditions in relation to, or acceptance, approval, endorsement or rejection of, a Submitted Document by RMS; and
 - (vi) without limiting clauses 15A.4(i) and 15A.4(j)(ii)C, the Companies will not be entitled to make any Claim against RMS in connection with any delay in the review of a Submitted Document.

15A.5 IO Reversal

- (a) WSO Co may, provided:
 - (i) it complies with this clause 15A; and
 - (ii) if it proposes to provide a stand-alone Back Office System, it complies with the Toll Collection System requirements as described in section 5.12 of, and Appendix 15 to, the Scope of Works and Technical Criteria,
 at any time undertake an IO Reversal by developing and submitting an IO Reversal Plan to RMS for review by RMS in accordance with clause 15A.4.
- (b) If WSO Co elects to implement an IO Reversal pursuant to clause 15A.5(a), without limiting clauses 15.10 and 15.11, RMS may require that a person other than RMS bears the reasonable costs and expenses incurred by RMS in connection with:
 - (i) any review of the IO Reversal Plan pursuant to clause 15A.4; and
 - (ii) the preparation, negotiation and execution of any documentation required to implement the IO Reversal Plan and, subject to clause 20.1(b), any stamp duty or similar charges in relation to such documentation.

- (c) If at any time after WSO Co has implemented Integrated Operating Services in respect of the Motorway:
- (i) RMS exercises its rights under clause 2.7; or
 - (ii) this Deed is terminated or expires,
- WSO Co must, unless otherwise agreed by RMS, promptly (and, in any event, within 20 Business Days after receipt of a written notice from RMS to do so) submit an IO Reversal Plan to RMS in relation to all of the relevant Operating Services (unless RMS has agreed in writing to consider an IO Reversal Plan in relation to only certain parts of the relevant Operating Services).
- (d) Clause 15A.5(c) survives termination or expiry of this Deed.

15A.6 Order of priority

- (a) The parties acknowledge and agree that, to the extent that any Integrated Operating Services are implemented in accordance with the applicable IO Plan developed in accordance with clause 15A.4, WSO Co will not be in breach of those provisions of this Deed other than clause 15A.2 which WSO Co cannot comply with as a direct and necessary consequence of the Integrated Operating Services being implemented in accordance with that plan.
- (b) The parties acknowledge and agree that, to the extent that an IO Reversal is implemented in accordance with the IO Reversal Plan developed in accordance with clause 15A.4, WSO Co will not be in breach of those provisions of this Deed other than clause 15A.2 which WSO Co cannot comply with as a direct and necessary consequence of the IO Reversal being implemented in accordance with that plan.
- (c) The parties acknowledge and agree that, with the exception of clause 15A.2, nothing in this Deed requires WSO Co to amend an IO Plan or an IO Reversal Plan or incur material additional costs to enable it to comply with the provisions of this Deed to which clause 15A.6(a) or clause 15A.6(b) applies.

15A.7 Integrated tolling arrangements

- (a) RMS acknowledges that, on and from NorthConnex Financial Close, WSO Co intends to adopt a contractual structure whereby the performance of the Tolling Services for the Motorway will be integrated with the performance of equivalent services for other tollroads, by WSO Co subcontracting the performance of the Tolling Services to the TCM Operator under the TCM Agreement and the Technology Operator under the Technology Implementation and Services Agreement, and by the TCM Operator and the Technology Operator also performing equivalent services for other tollroads.
- (b) The parties acknowledge that, by means of certain amendments to this Deed effected by the Deed of Variation No. 4, they have each used their reasonable endeavours to ensure that this Deed (including the SWTC) is amended to reflect the integration of the Tolling Services as contemplated by clause 15A.7(a) and any impact such integration may have on:
 - (i) the Companies' ability to comply with their obligations, and exercise their rights, under this Deed; and
 - (ii) RMS's ability to comply with its obligations, and exercise its rights, under this Deed.

- (c) The parties acknowledge and agree that the Technology Implementation and Services Agreement and the TCM Agreement meet the tolling and technology requirements set out in this Deed (including the SWTC) and if, despite the use of their reasonable endeavours as acknowledged in clause 15A.7(b), it is subsequently discovered that a party is unable to comply with any other obligation or exercise any other right under this Deed as a direct and necessary consequence of the integration of the Tolling Services as contemplated by clause 15A.7(a), the parties will negotiate in good faith the means of addressing such inability, which may include:
- (i) a waiver of compliance with the affected obligation;
 - (ii) amendment of the relevant provision of this Deed; or
 - (iii) amendment of the Technology Implementation and Services Agreement or the TCM Agreement.

16. Reporting and notices

16.1 Accounting and financial reporting

- (a) The Companies must keep proper books of account and all other records relating to the Project at the WSO Control Centre or at such other location as advised by WSO Co to RMS in writing from time to time.
- (b) Each Company and each Partner must have its accounts audited annually.
- (c) Each Company and each Partner must ensure that its respective books of account and records referred to in clause 16.1(a) are available to RMS at all reasonable times for examination, audit, inspection, transcription and copying.
- (d) Without limiting its obligations under clause 28, if this Deed is terminated, WSO Co must give RMS all books of account and records referred to in clause 16.1(a) which are necessary for the continued operation, maintenance and repair of the Motorway and the maintenance and repair of the Third Party Works.
- (e) RMS must give the Companies access to any books of account or records given to RMS by the Companies for a period of 7 years after the date on which such books of account or records were given to RMS under clause 16.1(d).
- (f) Not later than 30 November in each year, the Companies must give to RMS audited financial statements (including all notes to and forming part of the financial statements) for the previous financial year for each Company, the Borrower and each Partner.
- (g) The Companies must provide to RMS, in respect of each Company, the Borrower and each Partner:
 - (i) as soon as practicable and in any event not later than 120 Business Days after the close of the relevant entity's financial year, a copy of its audited statement of financial position and statement of financial performance for that financial year and, where the Partner is a party to this Deed in its capacity as a trustee or responsible entity, a copy of the audited financial statements of the relevant trust or scheme for that financial year; and
 - (ii) as soon as practicable and in any event not later than 40 Business Days after the first half of the relevant entity's financial year, a copy of its

statement of financial position and statement of financial performance, certified as correct by a director and secretary of the relevant entity and, where the Partner is a party to this Deed in its capacity as a trustee or responsible entity, a copy of the financial statements of the relevant trust or scheme certified as correct by a director or secretary of that Partner.

- (h) Each Company must give to RMS:
 - (i) copies of all documents or information given to or received by it from the Australian Securities and Investments Commission or Australian Stock Exchange Limited (if applicable) promptly after the information is first given or received; and
 - (ii) such other information relating to the Project as RMS may reasonably require from time to time.
- (i) Each Company must immediately notify RMS when:
 - (i) the Financiers have been repaid in full; and
 - (ii) WSO Co derives an amount sufficient to enable the payment to RMS of "Rent" (either as defined in, and in accordance with clause 2.2 of the Motorway Stratum Lease or clause 2.2 of the Gantry Land Lease (as applicable as a result of any amendments made pursuant to the Integration Project Deed and whether or not the Motorway Stratum Lease or the Gantry Land Lease have been registered at that time).
- (j) WSO Co must provide to RMS:
 - (i) on a 24 hourly basis a report in electronic form specifying the daily numbers of vehicles using the Motorway by vehicle class (passenger or commercial) and by Tollable Section;
 - (ii) on a monthly basis, a report specifying:
 - A. the daily and monthly aggregate of vehicles using the Motorway by vehicle class (passenger or commercial) and by Tollable Section; and
 - B. the daily and monthly aggregate of tolls collected in accordance with clause 17 of this Deed; and
 - (iii) within 20 Business Days of the end of each financial year during the Term, a report specifying:
 - A. the number of vehicles using the Motorway each month by vehicle class (passenger or commercial) and by Tollable Section;
 - B. the aggregate monthly and annual aggregate of tolls collected in accordance with clause 17 of this Deed; and
 - C. the moneys owing to RMS in respect of "Rent" under the Motorway Stratum Lease.

16.2 Copies of notices

Each Party must provide to the others as soon as practicable certified copies of all material notices received by it under the Project Documents from any of its co-contracting parties in order that the other Parties are kept informed at all times of any material developments which could have a serious effect upon those Parties' rights pursuant to any of the Project Documents.

16.3 Advice regarding rights

Each Party undertakes to advise the others as soon as practicable after an event has occurred which to that Party's actual knowledge could in any way materially prejudice the other Parties' rights under this Deed by reason of the legitimate exercise of significant rights available to third parties arising from the Project Documents.

17. Revenue

17.1 Tolls

- (a) Subject to clause 17.1(b), WSO Co may levy tolls for the use of the Motorway (or part of it) for the passage of motor vehicles during the Term in accordance with the Toll Calculation Schedule.
- (b) WSO Co must not (and must ensure that any party with whom it contracts, including the TCM Operator, does not) levy or impose any charge, toll or fee for or in connection with the use of the Motorway other than in accordance with the Toll Calculation Schedule.
- (c) WSO Co may only levy tolls by means of the Toll Collection System.
- (d) Without limiting any of WSO Co's obligations under this Deed, WSO Co must comply with the Roads (General) Regulation 2000.

17.2 Entitlement to toll revenue

Subject to clause 38 and Schedule 16, WSO Co will be entitled to all revenue collected by the Toll Collection System during the Term.

17.3 Other revenue

- (a) Neither Company may (without the prior written approval of RMS) engage in, or permit the Motorway, the Motorway Stratum (M7W) or the Motorway Stratum to be used for, any business or revenue generating activity, other than the collection of tolls in accordance with this Deed ("**Non-toll Business**").
- (b) If a Company wishes to engage in a Non-toll Business (including permitting others to have access to the Motorway Stratum or the Motorway Stratum (M7W) for the purpose of installing and operating Services or service centres) it must provide full written details of the proposal to RMS for its written approval.
- (c) Any proposal put to RMS for approval under clause 17.3(b) must include arrangements under which RMS will receive a share of the gross revenue derived from the Non-toll Business which is acceptable to RMS.

18. Transport network management

18.1 No restrictions on RMS

Nothing in this Deed will in any way limit or restrict the ability or power of RMS or the Government, directly or through any Authority, to:

- (a) develop, construct, operate and/or maintain directly, by sub-contractors or otherwise, other tollways, tunnels, freeways and other roads in New South Wales;
- (b) maintain, manage, change or extend the Sydney road and transport network or any traffic or transport system;
- (c) extend, alter, close or upgrade existing tollways, freeways and other roads;
- (d) extend, alter or upgrade existing public transport routes or services;
- (e) construct new public transport routes or establish new transport services;
- (f) develop the transport network generally;
- (g) implement Government policies; or
- (h) otherwise do anything which, subject to this Deed, they are empowered to do by Law.

18.2 Traffic connections to Motorway

The parties acknowledge that the Companies have prepared the Original Base Case Financial Model and the Base Case Financial Model on the assumption that, subject to any traffic diversions, restrictions or road or lane closures which are necessary as a result of:

- (a) the occurrence of special events, including the transportation of visiting dignitaries;
- (b) the requirements of RMS, any relevant Authority or emergency service provider including in relation to the safe and efficient management of traffic or as a consequence of planned or unplanned incident management (in each case whether in relation to the Motorway or another part of the Sydney road and transport network);
- (c) the existence of a material threat to the health or safety of the public; or
- (d) maintenance and/or repairs of a road or lane,

the connections to the Motorway specified in Schedule 12 will not be closed (or materially reduced) during the Term.

18.3 Events causing Material Adverse Effect

If any of the following events occur during the Term, then clause 19.1 will apply:

- (a) the connections to the Motorway referred to in clause 18.2 are closed (or materially reduced) for reasons other than temporary diversions, restrictions or closures as contemplated by clause 18.2;
- (b) a Competing Road Project is completed and opened to traffic prior to the expiry of the Term; or

- (c) the Motorway is no longer signposted as being part of the National Highway connecting the M4 and the western end of the M2 motorway and connecting the western end of the M5 and M4 motorway.

18.4 Permitted RMS Activities

- (a) The Companies acknowledge that the Public Transport Corridor as described in paragraph (a) of the definition of "Public Transport Corridor" does not form part of the Motorway Stratum or the Motorway Stratum (M7W) and has been retained by RMS for the purpose of accommodating possible future public transport services, such as a cross-regional bus services or light rail services.
- (b) The Companies acknowledge and agree that, notwithstanding the terms of the Motorway Stratum Lease, the Motorway Stratum Lease (M7W), the Motorway Stratum Lease (2048), the Gantry Land Lease, the Gantry Land Lease (M7W) or the Gantry Land Lease (2048), but subject to this clause 18.4, RMS or the Government may do any one or more of the following activities (each a "**Permitted RMS Activity**"):
 - (i) connect any road or other means of vehicular access or pedestrian access to the Motorway;
 - (ii) construct, operate and maintain any road or other means of vehicular access across the Motorway;
 - (iii) construct, operate and maintain one or more public transport services (in whole or in part) in the Public Transport Corridor and/or the Motorway Stratum or the Motorway Stratum (M7W);
 - (iv) connect any such public transport services to the Motorway or any other structures located within the Public Transport Corridor and/or the Motorway Stratum or the Motorway Stratum (M7W);
 - (v) construct, operate and maintain Services (in whole or in part) in the Public Transport Corridor and/or the Motorway Stratum or the Motorway Stratum (M7W);
 - (vi) construct, operate and maintain any other infrastructure or improvement (in whole or in part) in the Public Transport Corridor and/or the Motorway Stratum or the Motorway Stratum (M7W); and
 - (vii) connect any such Services or other infrastructure or improvements to the Motorway or to any other structures located within the Public Transport Corridor and/or the Motorway Stratum or the Motorway Stratum (M7W).
- (c) Neither RMS nor the Government may undertake a Permitted RMS Activity:
 - (i) prior to the Completion Date of Stage 2, without the consent of the Companies; or
 - (ii) in a manner which would:
 - A. prevent either Company from undertaking the Project substantially in accordance with this Deed (except to the extent that this is a consequence of work being carried out for or in connection with the Permitted RMS Activity);

- B. impede the safe and free flow of traffic along, onto or from the Motorway at its design speed and volume (except to the extent that this is a consequence of work being carried out for or in connection with the Permitted RMS Activity); or
- C. permit any untolled use of any section of the Motorway (other than by vehicles which are exempt under the Toll Calculation Schedule), or any unmetered use of Services by RMS or its nominee.

The work referred to in sub-paragraphs (A) and (B) above shall be either:

- (iii) non-peak hour work, which may be periodic; or
- (iv) occasional short term work.

RMS and its contractors will liaise with the Operator and the TCM Operator, and will use reasonable efforts to schedule this work at a time and in a way that minimises the impact on traffic flows.

- (d) If RMS or the Government proposes to undertake a Permitted RMS Activity then:
 - (i) RMS must give the Companies reasonable notice of that fact; and
 - (ii) the Companies must co-operate with RMS and the Government to enable RMS or the Government (as the case may be) to undertake the Permitted RMS Activity.
- (e) If RMS or the Government decides to undertake a Permitted RMS Activity, then:
 - (i) the Companies must:
 - A. give RMS and its nominees sufficient access to the Construction Site, the Temporary Areas, the Motorway Stratum, the Motorway Stratum (M7W), the Motorway or the Maintenance Site, to enable RMS to carry out any investigatory work or pre-construction activity and to undertake the Permitted RMS Activity;
 - B. co-operate with RMS to facilitate the Permitted RMS Activity, including permitting reasonable closures of lanes, or other parts, of the Motorway; and
 - C. take all reasonable steps to mitigate any Loss suffered by it as a result of the Permitted RMS Activity including (in the case of WSO Co) by:
 - 1) installing such equipment as is necessary to prevent untolled use of the Motorway; and
 - 2) opening the shoulder of the carriageway to traffic where a temporary lane closure is required;
 - (ii) RMS must:
 - A. co-ordinate all activities associated with the Permitted RMS Activity; and

- B. minimise any interference with the operation and use of the Motorway; and
- (iii) RMS will not be under any obligation to install or pay for the installation of equipment necessary to prevent untolled use of the Motorway.
- (f) Subject to clauses 18.6 and 19, the Companies acknowledge and agree that RMS is not liable for any Claim in respect of Loss suffered or incurred by a Company or any changes in toll revenue derived by WSO Co arising out of or in any way in connection with a Permitted RMS Activity.
- (g) Upon the completion of any works undertaken by RMS or its nominees pursuant to this clause 18.4 (other than works contemplated by paragraphs (ii), (iii), (iv) and (vi) of clause 18.4(b) and clause 18.6), WSO Co's maintenance and repair obligations under this Deed will apply to the works as if the works formed part of the Motorway.

18.5 Future upgrades to the Motorway

The Companies may at any time by written notice make a proposal to Transport to:

- (a) undertake additional enhancements and augmentations to the Motorway, including but not limited, to the widening of the Motorway between the Richmond Road interchange and the M2 Motorway interchange;
- (b) implement other measures to address congestion issues or to enhance the performance of the Motorway (including capacity and safety); and
- (c) fund, or partially fund, such enhancements, augmentations and measures,

and Transport will, if requested by Companies, meet within a reasonable period to discuss such proposal. However, Transport is under no obligation to approve or agree to such proposal.

18.6 Public Transport Corridor

- (a) Transport may at any time by written notice make a proposal to the Companies to increase the size of the Public Transport Corridor (as contemplated by paragraph (b) of the definition of "Public Transport Corridor") on the Motorway (**PTC Proposal**).
- (b) The Companies will, if requested by Transport, meet within a reasonable period to discuss the PTC Proposal.
- (c) The Companies will not unreasonably withhold consent to Transport undertaking the PTC Proposal provided that:

(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED] (other than any adjustment in accordance with the M7-M12 Integration Project Management Deed); and
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (d) If the Companies consent to the PTC Proposal, it will be undertaken by Transport as an RMS Permitted Activity.

19. Material Adverse Effect

19.1 Company to notify RMS

Subject to clauses 19.3 and 19.4, if:

- (a) an event or a circumstance referred to in clause 6.2(b) occurs;
- (b) an event or a circumstance referred to in clause 18.3 occurs;
- (c) RMS or the Government undertakes a Permitted RMS Activity referred to in clause 18.4(b)(iii) or (iv);
- (d) a Discriminatory Change in State Law occurs;
- (e) an Uninsurable Event occurs;
- (f) the offence of failing or refusing to pay the toll for the use of the Motorway is not enforced, or recovery procedures are not pursued, in each case in a manner which in substance achieves the same outcome as the enforcement and recovery procedures for other comparable tollway offences on private tollways are pursued by the Government or its Authorities at the date of this Deed;
- (g) an event or circumstance referred to in clause 4.6(e), 4.7(a) or 6.3(a) occurs, which prevents either Company from undertaking the Project substantially in accordance with this Deed at any time during the period from the Completion Date of Stage 1 to the date of a Final Determination, except where this occurs as a result of a breach of any of the Project Documents by either Company or its contractors (including for

the avoidance of doubt any failure to comply with the requirements of Law) or some other wrongful act or wrongful omission of a Company or its contractors; or

- (h) a new State or Commonwealth tax is imposed, or an existing State or Commonwealth tax (in each case other than a tax on income or capital gains) is increased, which has the effect of increasing the Companies' cost of carrying out the Project, except to the extent that the tax has the direct or indirect effect of increasing a Company's costs arising out of or in connection with the Company's Work (and, in the case of WSO Co, the O&M Work),

and this has had or has started to have a Material Adverse Effect, then the Companies:

- (i) may provide RMS with notice of that fact, including full details of the effect of the event or circumstance on the Project; and
- (j) must use all reasonable endeavours to:
 - (i) mitigate the adverse consequences of the event or circumstance; and
 - (ii) ensure that redress afforded under this clause 19 is efficiently applied and structured (so as, for example, not to create or increase any liability for Taxes, the liability for which need not be incurred or need only be incurred to a limited extent).

19.2 Good Faith Negotiations

- (a) As soon as practicable, but no later than 20 Business Days, after RMS receives a notice under clause 19.1(i), the Parties must enter into negotiations and thereafter negotiate in good faith to enable:
 - (i) the Borrower to repay to the Financiers the interest, amortisation and any net interest rate management agreement payments that are or would have been owing under the Debt Financing Documents were it not for the relevant event, omission or circumstance, on the dates on which such amounts are or would have been due to be repaid thereunder (but not more than the amortisation payments contained in the Base Case Financial Model); and
 - (ii) the Partnership and WSO Co (viewed collectively) to give the lower of the following internal rates of return:
 - A. the sum of the returns the Equity Investors, the [REDACTED] and the Integration Equity Investors would have received if the event, omission or circumstance had not occurred; and
 - B. if the relevant event, omission or circumstance occurs on any date:
 - 1) on or prior to the NorthConnex Date of Completion, the sum of the following returns:
 - a) to the Equity Investors, the Initial Equity Return on the Initial Equity, calculated on the assumption that the Initial Equity was contributed in full on the Satisfaction Date and continues in place until the end of the Term

(assuming no circumstance of early termination or extension); and

- b) to the [REDACTED] the [REDACTED] on the [REDACTED], calculated from the time each [REDACTED] was forecast by the M7+M7M12 Model Outputs Schedule to be made to the end of the Term (assuming no circumstance of early termination or extension); or

- 2) after the NorthConnex Date of Completion, the sum of the following returns:

- a) to the Equity Investors, the Initial Equity Return on the Initial Equity, calculated on the assumption that the Initial Equity was contributed in full on the Satisfaction Date and continues in place until the end of the Term (assuming no circumstance of early termination or extension other than any adjustment in accordance with the M7-M12 Integration Project Management Deed); and

- b) to the [REDACTED] the [REDACTED] on the [REDACTED], calculated from the time each Forecast Concession Enhancement Advance was forecast by the M7+M7M12 Model Outputs Schedule to be made to the end of the Term (assuming no circumstance of early termination or extension other than any adjustment in accordance with the M7-M12 Integration Project Management Deed); and

- c) to the Integration Equity Investors, the [REDACTED] on the Actual Integration Investment Advances, calculated from the time each Actual Integration Investment was made to the end of the Term (assuming no circumstance of early termination or extension other than any adjustment in accordance with the M7-M12 Integration Project Management Deed),

provided that if:

- (iii) the Borrower was not able to repay to the Financiers the interest and amortisation payments (and net interest rate management agreement payments, if any) that are or would have been owing under the Debt Financing Documents were it not for the relevant event, omission or circumstance, on the dates on which such amounts are or would have been due to be repaid thereunder; and
- (iv) the Partnership and WSO Co (viewed collectively) were not able to give the internal rates of return set out in clause 19.2(a)(ii)B (as applicable),

prior to the occurrence of the relevant event, omission or circumstance, then the Parties will negotiate in good faith with a view to enabling the Borrower and/or the Partnership and WSO Co (as applicable) to have a similar ability to do so as they had prior to the occurrence of the relevant event, omission or circumstance.

- (b) Subject to clause 19.2(c), the Parties acknowledge that in any negotiations they will take a flexible approach, including giving consideration to:
 - (i) amending the Project Documents;
 - (ii) varying the Term;
 - (iii) varying the financial or other contributions of the Parties;
 - (iv) adjusting the Toll Calculation Schedule; and/or
 - (v) taking such other action as may be appropriate,
 having regard to any payments made by RMS under this Deed, whether under an indemnity, in respect of any delay costs, or otherwise.
- (c) In any negotiations arising from the occurrence of an Uninsurable Event, a variation to the financial contribution of RMS will not be considered, unless the other approaches being negotiated by the Parties will not achieve the objectives referred to in clause 19.2(a).

19.3 Permitted RMS Activity MAE

The Parties acknowledge and agree that for the purposes of determining whether or not a Permitted RMS Activity (other than one involving heavy rail) referred to in clause 18.4(b)(iii) or (iv) has had or has started to have a Material Adverse Effect, any effect which either the existence of the public transport service, or the use of public transport service by persons that might otherwise have used the Motorway, has on the traffic usage of the Motorway will be disregarded.

19.4 NorthConnex

The Parties acknowledge and agree that no:

- (a) event or circumstance in relation to the "Project" (as defined in the NorthConnex Project Deed); or
- (b) changes to this Deed as a result of NorthConnex,

will entitle the Companies to provide RMS with a notice under clause 19.1(i), regardless of whether the event, circumstance or change has had or has started to have a Material Adverse

Effect.

20. Rates, Taxes and GST

20.1 Rates and Taxes

- (a) Subject to clause 20.1(b) and 21 and clause 15.2 of the Integration Project Deed, the Companies will be liable for:
- (i) all land-based rates, Taxes and charges, including municipal rates, water, sewerage and drainage rates and land tax in respect of the Motorway Stratum as from the Completion Date of Stage 1; and
 - (ii) subject to clause 20.2 and 31.2, all other Taxes levied in respect of the Project, whether in connection with the Motorway, the performance of the Company's obligations under this Deed or the execution of this Deed, the licence or the lease of the Motorway Stratum, the licence or lease of the Gantry Land and other Project Documents or otherwise.
- (b) RMS will reimburse the relevant Company on demand for:
- (i) all land tax payable by that Company under the *Land Tax Act 1956* (NSW) and the *Land Tax Management Act 1956* (NSW) in respect of the Motorway Stratum on a single-holding basis and not subject to any special trust; and
 - (ii) all water, sewerage and drainage rates (other than water usage rates) payable by that Company to any Authority in respect of the Motorway Stratum or the Project in excess of an aggregate amount for the Companies considered together of \$50,000 per annum (indexed annually by any increase in the CPI from the date of this Deed).

20.2 GST

- (a) Notwithstanding any other provision of this Deed, any amount payable for a supply made under or in connection with 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 an acquisition to which that cost, expense or other amount relates.
- (b) Subject to clause 20.2(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 amount ("**GST Amount**") will be payable by the Party in receipt of 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 upon delivery by the Supplier of a tax invoice; 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 or GST Amount for that supply is to be provided under this Deed.

- (c) Subject to clause 20.2(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 GST Amount it receives from the Recipient under clause 20.2(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. 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 20.2(d) shall not apply to any supply dealt with under clause 20.2(e).
- (e) Notwithstanding clause (b), if two parties (or entitles on whose behalf those parties are acting) in accordance with this Deed exchange non-monetary consideration:
- (i) notwithstanding clause (b), the GST Amount payable on any supply by the Recipient to the Supplier shall be limited to an amount calculated by reference to the monetary consideration (if any) 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 in return for the non-monetary consideration and monetary consideration being provided by the Recipient and referred to in clause 20.2(e)(ii)A.
 - (iii) Where clause 20.2(e)(ii) applies, the Supplier and the Recipient will use best endeavours to determine a mutually acceptable means of calculating GST 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 20.2(e)(ii), the parties are unable to agree on a means of calculating the additional amounts payable, clause 20.2(b) shall apply without any limitation imposed by this clause 20.2(e), however:

- A. the Supplier must only issue a tax invoice or an adjustment note to reflect the application of clause 20.2(e)(iii) after the parties have reached an agreement under this clause 20.2(e)(iii); and
 - B. the GST Amount payable pursuant to clause 20.2(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 20.2(e)(iii)A.
- (iv) Where any party to this Deed receives a demand, assessment or private ruling regarding the matters addressed in clause 20.2(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 20.2(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 10 Business Days prior to its lodgement of same.

21. Changes in Law

- (a) Subject to clause 21(b), the Companies will be liable for the consequences of, and will have no Claim against RMS arising out of or in any way in connection with, any changes in Law.
- (b) Clause 19.1 will apply if a Discriminatory Change in State Law occurs.

22. Loss or damage and insurance

22.1 Risk of loss or damage

- (a) From the date of this Deed until the Completion Date of Stage 1, each Company bears the risk of loss or damage to its Project Works and its Temporary Works.
- (b) From the Completion Date of Stage 1:
 - (i) WestLink bears the risk of loss or damage to the Motorway (other than to the extent comprised by the Integration Works) (other than the Motorway Plant and Equipment) until the end of the Term;
 - (ii) WSO Co bears the risk of loss or damage to the Motorway Plant and Equipment until the end of the Term; and
 - (iii) each Company bears the risk of loss or damage to its remaining Project Works and Temporary Works in respect of Stage 2 until the Completion Date of Stage 2.
- (c) Each Company must, in accordance with clause 22.8, promptly make good any loss or damage to its Project Works, its Temporary Works or the Motorway (however, in the case of the Motorway, other than to the extent the Company is obliged to rectify any damage pursuant to the Integration Project Deed) (as applicable) caused during the period it bears the risk of loss or damage.
- (d) A Company's obligations under clauses 22.1(c) and 22.2(a) will not apply to the extent that the loss, damage, injury, disease, death, destruction or economic loss (as the case may be) occurs as a result of an Uninsurable Event.

22.2 Liability and indemnity

- (a) Each Company must indemnify RMS from and against any Claim or Loss suffered or incurred by RMS, in respect of:
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- (b) Clause 22.2(a) does not lessen or otherwise affect either Company's other obligations under this Deed.
- (c) WestLink has the same responsibilities to third parties in respect of persons, property and all other aspects of the Project (other than the O&M Work or the Motorway Plant and Equipment) which it would have if it held the freehold title to the Motorway Stratum.
- WSO Co has the same responsibilities to third parties in respect of persons, property and all other aspects of the O&M Work and the Motorway Plant and Equipment which it would have had if it held the freehold title to the Motorway Stratum.
- (d) If RMS receives a Claim of the kind referred to in clause 22.2(a), RMS must:
- (i) promptly give a copy of that Claim to the relevant Company;
 - (ii) not settle or agree to a settlement of the Claim without the consent of the relevant Company (not to be unreasonably withheld); and
 - (iii) take such reasonable proceedings to defend the Claim as the relevant Company may direct, provided that the Company indemnifies RMS against any Loss suffered or incurred by RMS in connection with those proceedings.
- (e) The Parties acknowledge and agree that where an event which gives rise to a Claim under an indemnity in this Deed is also an event which gives rise to a Claim under

an indemnity or a rectification or repair or similar obligation in the Integration Project Deed, they will apply this deed and the Integration Project Deed (**Indemnity Clauses**) having regard to the following principles:

- (i) there shall be no double counting of the impact of such events in the Indemnity Clauses in the determination of any redress or other compensation to be provided by a Party; and
- (ii) there should be no reduction in the entitlements of a Party as compared to the entitlements that existed immediately prior to the entry into the Integration Project Deed.

22.3 Damage to Third Party Property

- (a) Without limiting clause 22.2, where any loss of or damage to real or personal property occurs which arises out of, or in any way in connection with:
 - (i) any failure by a Company to comply with its obligations under this Deed, that Company must, at its cost, promptly repair any such loss or damage; and
 - (ii) the Company's Work (or in the case of WSO Co, the O&M Work) or the Project, the relevant Company must, at its cost, promptly repair any such loss or damage where that Company has a legal liability to do so.
- (b) Without limiting clause 2.7(b), if a Company fails to carry out any repair work required by it under clause 22.3(a), RMS may carry out such work and any Loss suffered or incurred by RMS will be a debt due and payable from that Company to RMS.

22.4 Insurances during the Company's Work

- (a) Before commencing the Company's Work, each Company 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 its Project Works, its Temporary Works, the existing improvements on the Construction Site and the Temporary Areas and all things brought on to the Construction Site and the Temporary Areas by that Company or its Contractors for the purpose of the Company's Work;
 - B. against such risks as are reasonably required by RMS and on the basis set out in Exhibit E; and
 - C. for a sum insured of at least \$200 million, for any one occurrence, plus an additional amount to cover the cost of demolition and removal of debris, fees for the project managers and other consultants, and an amount to cover additional costs and expenses to expedite the commencement or completion or repair;
 - (ii) transit insurance (including wet marine insurance) in respect of relevant items intended to be employed about or used in the Company's Work;

- (iii) third party 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 Company's Work for a minimum of [REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences for any one period of insurance (or, in the case of product liability, to [REDACTED] for any one occurrence plus one full reinstatement of [REDACTED], giving an aggregate limit of [REDACTED] during the period of insurance, for the Companies considered together);
 - (iv) professional indemnity insurance for any breach of a duty owed in a professional capacity by that Company, its Contractors and their professional consultants for a minimum of [REDACTED] for any one claim and [REDACTED] in the aggregate annually for the Companies considered together;
 - (v) employer's liability and workers' compensation insurance;
 - (vi) motor vehicle insurance covering third party property damage for all plant, equipment and motor vehicles used in connection with the Project for a minimum of [REDACTED] for any one occurrence and unlimited in the aggregate as to the number of occurrences;
 - (vii) advance business interruption insurance for a [REDACTED] covering all standing charges (including debt service obligations) and loss of anticipated net revenue; and
 - (viii) directors and officers liability insurance for a minimum amount of [REDACTED] per occurrence and in the aggregate annually for the Companies considered together.
- (b) The Companies must maintain (or cause to be maintained) the insurances referred to in clause 22.4(a) until:
- (i) in the case of the directors and officers liability insurance, the expiry of the Term;
 - (ii) in the case of the professional indemnity insurance, [REDACTED] after the expiry of the last Defects Correction Period;
 - (iii) in the case of the third party liability insurance policy, the expiration of the last Defects Correction Period; and
 - (iv) in the case of the other insurances, the Completion Date of Stage 2.

22.5 Insurances during the Term

From the Completion Date of Stage 1 and during the Term, WSO Co 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 for a sum insured of at least [REDACTED], for any one occurrence, against physical loss or damage and such other risks as reasonably required by RMS from time to time,

including the extra costs of reinstatement, cost of removal of debris and all professional fees incurred in replacing and/or reinstating the Motorway;

- (b) third party 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 or the repair or maintenance of the Third Party Works 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 (or, in the case of product liability, to [REDACTED] per annum in the aggregate);
- (c) employer's liability and workers' compensation insurance;
- (d) motor 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;
- (e) business interruption insurance for a 24 month indemnity period covering all standing charges (including debt service obligations) and loss of anticipated net revenue;
- (f) directors and officers liability insurance for a minimum amount of [REDACTED] per occurrence and in the aggregate annually; and
- (g) any other insurances which RMS reasonably requires which is a prudent and competent concessionaire or operator of a project such as the Motorway would normally be expected to maintain, provided that such coverage is reasonably obtainable by WSO Co on reasonable commercial terms.

22.6 General requirements

- (a) All insurances which a Company is required to effect under this Deed:
 - (i) must be effected with insurers approved by RMS (which approval must not be unreasonably withheld or delayed);
 - (ii) must be on the terms required by this clause 22 and Exhibit E or otherwise as approved by RMS (which approval must 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:
 - A. the insurances specified in clauses 22.4(a)(i), (ii), (iii), (vi) and (vii); and
 - B. the insurances specified in clauses 22.5(a), (b), (d) and (e),

must be in the joint names of that Company and RMS and such others as have an insurable interest under the Project Documents and the Rail

Agreement (including Rail Infrastructure Corporation, State Rail Authority of New South Wales, the Office of the Co-ordinator General of Rail, The Hills Motorway Limited, Hills Motorway Management Limited, Tollust Pty Limited and their respective financiers and, prior to the Project Debt Repayment Date, the Security Trustee) 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) must contain a term which requires the insurer to give RMS 20 Business Days' notice in writing prior to:
 - A. the insurer giving that Company a notice of cancellation;
 - B. the insurer cancelling the policy on the request of that Company;
 - C. that Company allowing the policy to expire; or
 - D. the insurer giving that Company any other notice in respect of the policy;
- (vi) in the case of the insurances specified in clause 22.4(a)(i) and clauses 22.5(a) and (e), must specify that Company and RMS as joint loss payees;
- (vii) in the case of the insurances specified in clauses 22.4(a)(iii) and 22.5(b), must contain a cross liability clause:
 - A. 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. 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); and
- (viii) except in the case of the insurances specified in clauses 22.4(a)(v), (vi) and (viii) and clauses 22.5(c), (d) and (f), must be endorsed to note and allow that Company's obligations under clause 22.8, to the effect that compliance by that Company with the provisions of that clause will not prejudice that Company's or any other insured parties' rights to indemnity under the insurances.

(b) Each Company must:

- (i) give RMS certified copies of all:
 - A. policies;
 - B. renewal certificates; and
 - C. endorsement slips,
 as soon as it receives them from the insurer; and

- (ii) except in the case of the insurances specified in clause 22.4(a)(v) and clause 22.5(c), have each 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 individual 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) RMS and WSO Co will meet:
- (i) 6 months prior to the expected date of Completion of Stage 1; and
 - (ii) 6 months prior to every 5th anniversary of the Completion Date of Stage 1,

(each an "**Insurance Review Commencement Date**") to review the minimum limits of liability, sub-limits of liability and deductibles for those insurance policies referred to in clause 22.5 which must be effected and/or maintained during the ensuing 5 year period with a view to reaching agreement upon the limits, sub-limits and deductibles which will apply during that ensuing 5 year period. To the extent that those Parties are able to reach agreement within 2 months after the Insurance Review Commencement Date on the limits, sub-limits and deductibles to apply during the ensuing 5 year period, WSO Co must, from the commencement and for the duration of the relevant 5 year period, cause the relevant limits, sub-limits and deductibles to be adjusted to those agreed. To the extent that those Parties are unable to reach agreement within 2 months after the Insurance Review Commencement Date then:

- (iii) those limits, sub-limits and deductibles which have not been agreed will be referred for dispute resolution in accordance with clause 26;
- (iv) if the relevant limits, sub-limits and deductibles have not been agreed or determined pursuant to the dispute resolution process before the commencement of the relevant 5 year period, then WSO Co must, pending the outcome of the dispute resolution process, cause the then current levels of the relevant limits, sub-limits and deductibles to be adjusted in accordance with increases in the CPI from the date the relevant limit, sub-limit or deductible was last set or adjusted; and
- (v) as soon as practicable after the outcome of the dispute resolution process (and notwithstanding any decision to appeal any determination of the arbitrator), WSO Co must cause the relevant limits, sub-limits and deductibles to be adjusted to those agreed or determined pursuant to the dispute resolution process, for the balance of the relevant 5 year period.

RMS and WSO Co agree that the limits, sub-limits and deductibles are to be agreed or determined (as the case may be) having regard to:

- (vi) the nature of the Project;
- (vii) the insurances which WSO Co has effected, or caused to be effected, at that time and the risks covered under those insurances;
- (viii) the risks sought to be insured;
- (ix) the risks which a prudent insured would seek to insure;

- (x) the terms on which insurance is available;
 - (xi) the commercial reasonableness of those terms;
 - (xii) the insurances and risk management practices generally applying in the toll road industry; and
 - (xiii) any other factors which those Parties may agree to be appropriate.
- (d) Any approval by RMS of any terms of insurances pursuant to clause 22.6(a)(ii) or (iii) will not constitute evidence that, or estop RMS from denying that, any event falls within of the definition of "Uninsurable Event".
- (e) A Company will not be in breach of its obligations under clause 22.4 or clause 22.5 to maintain (or cause to be maintained) insurance for an event whilst ever:
- (i) that event is or would be an Uninsurable Event;
 - (ii) no insurance is available for that event from a Relevant Insurer in Recognised Insurance Markets; or
 - (iii) insurance is available for that event, but the terms and conditions (including as to premiums and deductibles) on which such insurance is generally available from a Relevant Insurer in Recognised Insurance Markets are such that an independent insurance broker acceptable to both RMS and WSO Co certifies that in its reasonable opinion the event is not generally being insured against with Relevant Insurers by prudent, competent and experienced concessionaires, designers, contractors and operators of toll roads in Recognised Insurance Markets.

22.7 Premiums

- (a) Each Company must punctually pay all premiums in respect of all insurance policies (which it is required to maintain, or cause to be maintained) and give RMS copies of receipts for payment of premiums if and when requested by RMS.
- (b) If a Company fails to effect or maintain any insurance policy (which it is required to maintain (or cause to be maintained) under this clause 22 or to pay a premium or other amount payable to the insurer in respect of such insurance, RMS may effect such insurance or pay such premium or other amount and any costs so incurred by RMS will be a debt due and payable to RMS by the Company.

22.8 Reinstatement

If any loss or damage occurs to any part of the Project Works, Temporary Works or the Motorway (other than to the extent comprised by the Integration Works), WestLink (in relation to everything other than the Motorway Plant and Equipment) and WSO Co (in relation to the Motorway Plant and Equipment) must (without limiting its other obligations under this clause 22):

- (a) subject to allowing reasonable time for inspection by insurers, assessment of risks and planning/design work (including any necessary inspections and Approvals) take immediate steps to clear any debris and begin initial repair work;
- (b) promptly consult with RMS and carry out such steps as are necessary to ensure:
 - (i) the prompt repair or replacement of the loss or damage so that:

- A. it complies with the Scope of Works and Technical Criteria; and
 - B. there is minimal disruption to the Project Works, the Temporary Works or the Motorway; and
- (ii) that, to the greatest extent possible, each Company continues to comply with its obligations under the Project Documents;
- (c) manage all repair and replacement activities so as to minimise the impact on the Project Works, the Temporary Works or the Motorway;
 - (d) keep RMS fully informed of the progress of the repair and replacement activities; and
 - (e) subject to the RMS Consent Deed (2014), apply all insurance proceeds in the repair or reinstatement of the Project Works, the Temporary Works or the Motorway.

23. Intellectual property

- (a) Each Company warrants to RMS that it has title to, and copyright in (or sufficient rights to use, including a right to sub-licence on the terms of clause 23(b)(ii)), all Design Documentation, and that there is no breach of any intellectual property rights in such Design Documentation.
- (b) As between RMS and the Companies:
 - (i) subject to clause 23(b)(ii), title to, and copyright in, all Design Documentation:
 - A. which is in existence as at the Satisfaction Date will be assigned to RMS on the Satisfaction Date; or
 - B. which comes into existence after the Satisfaction Date will belong to and vest in RMS as and when it comes into existence; and
 - (ii) to the extent that title to, and copyright in, any Design Documentation does not vest in a Company because the Company does not own the Design Documentation, that Company grants to RMS a perpetual, irrevocable and royalty-free licence to use (including a right to sub-licence) the Design Documentation as and when it comes into existence for all purposes associated with the Project and other purposes connected with the performance by RMS of its statutory functions in relation to the Motorway, which will survive the termination of this Deed on any basis, provided that each Company may continue to use all such Design Documentation for the purposes of the Project until the end of the Term.
- (c) Each Company must use reasonable endeavours to:
 - (i) obtain title to, and copyright in, all Design Documentation in relation to the Company's Work; or
 - (ii) where despite the use of reasonable endeavours copyright is not obtainable, a right to use (including a right to sub-licence on the terms of

clause 23(b)(ii)) all Design Documentation in relation to the Company's Work on the best possible terms.

24. Confidentiality and publicity

24.1 General restriction

Subject to clause 24.2, no Party will, 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 to NorthConnex Investor FinCo, the Sponsor Entities, the Operator, the TCM Operator, the Technology Operator, the Contractors, the Financiers, the Independent Verifier, the State Works Contractor and their officers, employees, consultants, advisers and agents who require such reports, studies, information and data to enable them properly to carry out their duties):

- (a) any of the contents of this Deed or the other Project Documents; or
- (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 any other Party.

24.2 Exceptions

The restrictions imposed by clause 24.1 shall not apply to the disclosure of any information:

- (a) which is now or after the date of this Deed comes into the public domain (other than by a 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 the disclosing Party, is required to be disclosed to:
 - (i) any actual or prospective investor in or lender to or holder of bonds, notes or similar instruments issued or to be issued in the domestic or international capital markets by (or trustee therefor) a Company or the Borrower (or assignee, novatee or transferee of a lender or holder);
 - (ii) any actual or prospective insurer in respect of the Project;
 - (iii) that Party's officers, employees, professional advisers, auditors and 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;
- (g) by RMS that is not Commercially Sensitive Information; or
- (h) which is disclosed to a person authorised by the Commonwealth Minister in pursuance of the obligations of RMS or the Government under the ALTD Act or the ALTD Notes on Administration in accordance with clause 7.20(c)(iii).

24.3 Obligations Preserved

Where disclosure is permitted under clause 24.2, other than clauses 24.2(a), 24.2(b), 24.2(c), 24.2(d) and 24.2(e), 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.

24.4 Disclosure by RMS

- (a) Notwithstanding the other provisions of this clause 24 but subject to clause 24.4(b), the parties acknowledge that:
 - (i) the Project Documents will be made available to the Auditor-General in accordance with the *Public Finance and Audit Act 1983* (NSW);
 - (ii) information concerning the Project Documents may 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) the Project Documents and information concerning the Project Documents will be published on RMS's contracts register in accordance with the GIPA Act (subject to the prior redaction of Commercially Sensitive Information which is not required to be disclosed in the contracts register under the GIPA Act); and
 - (iv) RMS may, where required by Law, make the Project Documents or any of them available to any person.
- (b) The Parties acknowledge that:
 - (i) by entering into this Deed, RMS has consulted with the Companies, the Borrower and the Security Trustee in relation to the disclosure of all information concerning the Project Documents that is not Commercially Sensitive Information;
 - (ii) RMS will notify the Companies, the Borrower and the Security Trustee 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 24.4(b)(ii), RMS will take reasonable steps to consult with the Companies, the Borrower and the Security Trustee before disclosing any information referred to in clause 24.4(b)(ii);
 - (iv) if, following:

- A. notification by RMS in accordance with clause 24.4(b)(ii); or
- B. consultation between RMS, the Companies, the Borrower and the Security Trustee in accordance with clause 24.4(b)(iii),

the Companies, the Borrower or the Security Trustee objects to disclosure of some or all of the information referred to in clause 24.4(b)(ii) on the basis that it is Commercially Sensitive Information, the Company, Trustee or the Security Trustee (as relevant) must provide details of any such objection within 5 Business Days of the date the Companies, the Borrower or the Security Trustee received notification from RMS or the date on which the consultation process concluded (as relevant);

- (v) RMS may take into account any objection received from the Companies, the Borrower or the Security Trustee pursuant to clause 24.4(b)(iv) in determining whether the information identified by the Companies, the Borrower or the Security Trustee as Commercially Sensitive Information should be disclosed; and
- (vi) nothing in this clause 24.4 will limit or otherwise affect the discharge of RMS's obligations under the GIPA Act.

24.5 Publicity

Neither Company may, and they must ensure that the State Works Contractor does not:

- (a) issue any press releases, statements or media announcements in relation to the Project without the prior written approval of RMS (which must not be unreasonably withheld or delayed except that, during the Term, announcements that do not mention or relate to RMS, or to the management of the Sydney road network, may be made without needing prior approval); and
- (b) announce, promote or hold any event, function or party on the Motorway (or permit any third party to do so) without the prior written approval of RMS.

25. Default and termination

25.1 Events of Default

Each of the following events is an Event of Default:

- (a) a Company fails to commence, or to expeditiously and diligently progress, the Company's Work as required by clause 10.1 or displays an intention to permanently abandon the Project;
- (b) after the last Motorway Opening Date, WSO Co closes or permits the closure of one or more traffic lanes of the Motorway, other than in accordance with clause 15.2;
- (c) either Company fails in a material respect to operate, maintain, repair or insure the Motorway in accordance with its obligations under this Deed;
- (d) a Company, a Partner or the Borrower defaults in a material respect in the due observance and performance of any of its other obligations under this Deed or any other Project Document to which RMS is a party;

- (e) an Event of Insolvency occurs in relation to a Company, a Partner or the Borrower, whether or not either Company is then in breach of this Deed;
- (f) an Event of Insolvency occurs in relation to:
 - (i) a Contractor, the Operator, the TCM Operator or a Contractor Guarantor (whether or not either Company is then in breach of this Deed) and that Contractor, Operator, TCM Operator or Contractor Guarantor is not replaced within 60 days by a party which is reputable, solvent, and has the resources and experience to perform its obligations under the D&C Contract or the O&M Agreement or the TCM Agreement (or in the case of a Contractor Guarantor, the Contractors' obligations under the D&C Contract); or
 - (ii) the Technology Operator (whether or not either Company is then in breach of this Deed) and the Companies have not demonstrated to the satisfaction of RMS (acting reasonably) within 60 days of the Event of Insolvency occurring that they are able to continue levying and collecting tolls in accordance with clause 17.1; or
- (g) a representation or warranty given by a Company (in whatever capacity) under this Deed is breached in a material respect.

25.2 Notice of default

- (a) Upon the occurrence of an Event of Default, RMS may, by notice in writing to either Company, require the relevant Company (or either Company, in the case of an Event of Default under clause 25.1(d), clause 25.1(e) or 25.1(f) which is attributable to a person other than a Company) to remedy the Event of Default (or overcome its effects) within:
 - (i) other than an Event of Default referred to in clause 25.1(b), such period specified in the notice (not exceeding 40 Business Days) as is in the opinion of RMS reasonably required to remedy the Event of Default (or overcome its effects); or
 - (ii) in the case of an Event of Default referred to in clause 25.1(b), 2 days.

In any such notice, RMS shall not be required to specify which Company it considers is liable for the particular Event of Default.
- (b) The Parties agree that if an Event of Default is a:
 - (i) failure to pay money (other than a failure to deposit an amount into the [REDACTED] as required by Schedule 16), a reasonable time to remedy the Event of Default is 10 Business Days; or
 - (ii) failure to deposit an amount into the [REDACTED] as required by Schedule 16, a reasonable time to remedy the Event of Default is 30 Business Days.
- (c) If RMS gives either Company a notice referred to in clause 25.2(a):
 - (i) the relevant Company (or either Company, in the case of an Event of Default under clause 25.1(d), clause 25.1(e) or 25.1(f) which is attributable to a person other than a Company) must comply with the notice; and

- (ii) unless the relevant Event of Default is a failure to pay money:
 - A. the relevant Company (or either Company, in the case of an Event of Default under clause 25.1(d), clause 25.1(e) or 25.1(f) which is attributable to a person other than a Company) must give RMS a program to remedy the Event of Default (or overcome its effects) in accordance with the terms of RMS's notice;
 - B. RMS must consult with that Company in good faith to develop and settle that program; and
 - C. that Company must thereafter comply with that program.
- (d) If, at any time (even if that Company has previously given RMS a notice under clause 25.2(d)(i)), a Company considers, in good faith, that the time specified in a notice given by RMS under clause 25.2(a) is not reasonable:
 - (i) that Company must immediately give RMS written notice of that fact, including details of its reasons and the period of time which it believes is reasonably required to remedy the Event of Default (or overcome its effects); and
 - (ii) subject to clause 25.2(e), RMS must, as soon as practicable after receiving a notice under clause 25.2(d)(i), review the time specified in the notice under clause 25.2(a).
- (e) If a Company gives a notice to RMS under clause 25.2(d) and:
 - (i) that Company is diligently pursuing a program to remedy the Event of Default (or to overcome its effects); and
 - (ii) the Motorway is open to the public to the extent that it is safe to do so (unless permitted otherwise in accordance with clause 15.2),

the time specified in the notice given by RMS under clause 25.2(a) will be extended by such period which is reasonably required to remedy the Event of Default (or overcome its effects), which extensions will not exceed 6 months in the aggregate in respect of that Event of Default, as notified by RMS to that Company in writing.
- (f) If a Company considers in good faith that the period specified in the notice given by RMS under clause 25.2(e) is not reasonable, it may refer the matter to expert determination in accordance with clause 26. The Parties acknowledge and agree that the expert or arbitrator (if applicable) is not entitled to determine that the reasonable period referred to in clause 25.2(e) will exceed 6 months in the aggregate in respect of the relevant Event of Default.

25.3 Termination by RMS

- (a) If the Event of Default is not remedied (or its effects overcome) within the period specified in the notice given pursuant to clause 25.2(a) (as extended if at all in accordance with clause 25.2(e) or clause 25.2(f)) or if at any time during that period:
 - (i) a Company is not diligently pursuing a program to remedy of the Event of Default (or to overcome its effects); or

- (ii) the Motorway is not open to the public to the extent that it is safe to do so (unless permitted otherwise in accordance with clause 15.2),

RMS may give to either Company 20 Business Days' written notice of its intention to terminate this Deed. During this 20 Business Day period each Company will have a right to remedy the event (or overcome its effects).

- (b) If at the expiration of the 20 Business Day period following the written notice under clause 25.3(a) the Event of Default has not been remedied (or its effects overcome), RMS may (subject to the RMS Consent Deed (2014)) thereafter terminate this Deed by written notice to either Company.
- (c) Upon termination of this Deed pursuant to this clause, RMS will not be liable to pay any compensation or other moneys to either Company by reason of that termination.
- (d) Upon termination of this Deed under this clause 25.3:
 - (i) RMS may require a novation of any one or more of:
 - A. the D&C Contract under the Contractors' Side Deed;
 - B. the O&M Agreement under the Operator's Side Deed;
 - C. the TCM Agreement under the TCM Operator's Side Deed; or
 - D. the Technology Implementation and Services Agreement under the TISA Side Deed;
 - (ii) each Company must execute all documentation required to effect a transfer to RMS of its interest in the Project and Project Assets; and
 - (iii) each Company must hand over books of account and all other records relating to the Project and do all other acts and things to enable RMS or any person engaged by RMS to complete the construction of the Project Works and Temporary Works or to operate, maintain and repair the Motorway or maintain and repair the Third Party Works.
- (e) Each Company, for the purposes of executing any document or doing any other thing reasonably required for the purposes of or to give effect to clause 25.3(d), irrevocably appoints RMS as its attorney as from the date of termination with full power and authority to execute any such document and do any such other thing on behalf of that Company, if that Company fails to execute such document or do such other thing within 5 Business Days of being requested in writing to do so by RMS.
- (f) The Parties acknowledge and agree that RMS may terminate this Deed under clause 25 in circumstances where the Event of Default only relates to or involves one of the Companies and notwithstanding that the other Company is not then in default or the subject of an Event of Insolvency

25.4 Right to damages

- (a) Any termination of this Deed under clause 4.7(e) or this clause 25 will not in any way prejudice any Party's rights to claim and recover damages for any breach of contract by another Party.
- (b) Any termination of this Deed by RMS under this clause 25 will entitle RMS to recover all Loss that RMS may suffer or incur arising out of or in any way in connection with the termination of this Deed.

25.5 Termination by the Companies

Subject to clause 25.6, the Companies may terminate this Deed by giving RMS 30 Business Days' written notice if:

- (a) a court makes (or makes in respect of a matter) a Final Determination which prevents a Company from undertaking the Project substantially in accordance with this Deed (except where the Final Determination is issued as a result of a default by either Company or its contractors under the Project Documents or some other wrongful act or wrongful omission by either Company or its contractors) and RMS fails to procure that the effect of the court order is overcome within 12 months of the Companies notifying RMS in writing of the court order;
- (b) the Government enacts legislation (including any rules, regulations or by-laws under that legislation) which prohibits or has the effect of prohibiting a Company from undertaking the Project substantially in accordance with this Deed;
- (c) an Authority resumes any part of the Motorway Stratum and as a result a Company is prevented from undertaking the Project substantially in accordance with this Deed;
- (d) RMS breaches clause 4.1 and such breach:
 - (i) prevents a Company from undertaking the Project substantially in accordance with this Deed; and
 - (ii) is not remedied (or its effects overcome) within 12 months after written notice from a Company to RMS specifying the breach; or
- (e) RMS breaches clause 6.4(b).

If an event referred to in clause 25.5(a) or 25.5(d) occurs, then in respect of the 12 month period referred to in clause 25.5(a) or 25.5(d)(ii) (as applicable), RMS must pay the Companies in respect of that period monthly in arrears an amount (including costs, losses or expenses) sufficient to place the Companies in the net (including after Tax) position it would have been in had the event referred to in clause 25.5(a) or 25.5(d) (as applicable) not occurred.

25.6 Suspension of termination notice

- (a) If the Companies issue a notice of termination under clause 25.5, RMS may suspend the Companies' right to terminate, by giving them written notice within 30 Business Days of receipt of the Companies' notice.
- (b) RMS's suspension of the Companies' right to terminate expires:
 - (i) upon notice to that effect from RMS;
 - (ii) 12 months after the date of the Companies' notice under clause 25.5; or
 - (iii) when the relevant event is remedied by RMS or no longer exists,
 whichever is earlier.
- (c) If RMS's suspension of the Companies' right to terminate expires:
 - (i) under clause 25.6(b)(i) or 25.6(b)(ii), this Deed automatically terminates under clause 25 on that date; or

- (ii) under clause 25.6(b)(iii), this Deed continues in force.
- (d) Each Company must continue to perform its obligations under this Deed while its right to terminate is suspended if:
 - (i) it is lawfully able to do so; and
 - (ii) it is practicable to do so.
- (e) If RMS suspends the Companies' rights to terminate, it must pay the Companies' in respect of the period of suspension monthly in arrears an amount (including costs, losses or expenses) sufficient to place the Companies' in the net (including after Tax) position it would have been in had the event on the basis of which the Companies' notice under clause 25.5 was issued not occurred.

25.7 Early Termination Amount

Without prejudice to clause 25.4, if this Deed is terminated under clause 4.7(e) or 25.5, RMS must within 30 days of that termination:

- (a) pay the Companies the Early Termination Amount (for both Companies); and
- (b) release any undertaking provided to RMS under clause 13.

26. Dispute resolution

26.1 Procedure for resolving disputes

- (a) All disputes between RMS and a Company relating to or arising out of this Deed, the Company's Work or the O&M Work ("**Disputes**") or a failure to agree on the matters referred to in clause 26.1(b)(ii)(C) are to be resolved in accordance with the procedures set out in this clause 26.
 - (b) The sequential procedure that is to be followed to resolve a Dispute is as follows:
 - (i) firstly, negotiation of the Dispute under clause 26.2;
 - (ii) secondly, in the case of:
 - A. a Dispute as to whether or not a manifest error exists in a determination of the Independent Verifier;
 - B. those Disputes referred to in, contemplated by, or arising under or in connection with clause 9.5(a)(iii)C, 9.5(a)(iv) or 9.7(a);
 - C. a failure by the Parties to agree on:
 - 1) whether an event or a circumstance referred to in clause 19.1 has had or has started to have a Material Adverse Effect; or
 - 2) an outcome to overcome the Material Adverse Effect,
- within 90 Business Days after RMS receives the relevant notice under clause 19.1(f);

- D. a Dispute as to any insurance liability limit, sub-limit or deductible referred for dispute resolution pursuant to clause 22.6(c)(iii);
- E. a Dispute as to the reasonableness of the period specified in a notice given by RMS under clause 25.2(f); or
- F. a Dispute as to the lengths of new Tollable Sections referred for dispute resolution pursuant to clause 5.2(f) of the Toll Calculation Schedule,

expert determination of the Dispute in accordance with clauses 26.3-26.8 (inclusive); and

- (iii) thirdly, arbitration of the Dispute under clause 26.9-26.11 (inclusive).
- (c) It is a condition precedent to the referral of a Dispute to arbitration under clauses 26.9-26.11 that a Party first exhaust the procedures referred to in clause 26.1(b)(i) and clause 26.1(b)(ii) (as applicable).

26.2 Negotiation

- (a) If a Dispute arises then a Party may give notice to the other Parties requesting that the Dispute be referred for resolution to the chief executive officers of RMS and the Companies or their nominees.
- (b) A notice under clause 26.2(a) must:
 - (i) be in writing;
 - (ii) state that it is a notice under this clause 26.2; and
 - (iii) include or be accompanied by reasonable particulars of the matters in dispute.
- (c) If a Dispute is referred to the persons referred to in clause 26.2(a) (the "**Representatives**"), then the Representatives must meet and use reasonable endeavours acting in good faith to resolve the Dispute (in whole or in part) within 5 Business Days of the date on which the notice under clause 26.2(a) is received (or such later date as the Parties may agree). The joint decision (if any) of the Representatives will be reduced to writing and will be contractually binding on the Parties.

26.3 Expert determination

- (a) If a Dispute of the nature referred to in or contemplated by clause 26.1(b)(ii), which has been referred to the Representatives for negotiation pursuant to clause 26.2 remains unresolved (in whole or in part) after the expiration of the period referred to in clause 26.2(c) then a Party may by giving notice to the other Parties within 10 Business Days after the expiry of that period require that those parts of the Dispute which remain unresolved be referred to an expert for determination in accordance with clauses 26.4 to 26.8 (inclusive).
- (b) A notice under clause 26.3(a) must:
 - (i) be in writing;
 - (ii) state that it is a notice under this clause 26.3; and

- (iii) include or be accompanied by reasonable particulars of those parts of the Dispute which remain unresolved.

26.4 Selection of expert

- (a) Within 7 Business Days after the date of the notice under clause 26.3(a) RMS and the Companies must exchange written lists of 3 persons from whom the expert is to be chosen in order of preference.
- (b) A Dispute required to be referred to or resolved by expert determination will be determined by an independent expert being any person that appears on RMS's and the Companies' lists under clause 26.4(a) and if more than one person appears on each list the person given the highest order of priority by the Party that gave the notice under clause 26.3(a).

If no person appears on both lists, the Party which gave the notice under clause 26.3(a) must procure the National President (or acting National President for the time being) of the IAMA to nominate a person to act as the expert.

The expert determination process is to be administered in accordance with clause 26.5.

- (c) It is the intention of the Parties that the expert appointed to determine a Dispute will be a person with appropriate skills having regard to the nature of the matters in dispute.
- (d) RMS and the Companies will not be entitled to challenge the appointment of an expert under clause 26.4 on the basis that the expert does not satisfy the requirements of clause 26.4(c).
- (e) Any agreement for expert determination under this Deed will not constitute an Arbitration Agreement for the purposes of the *Commercial Arbitration Act 1984* (NSW).
- (f) RMS and the Companies must enter into an agreement with the expert on the terms of Schedule 10 or such other terms as the expert may require.

26.5 Rules of expert determination

- (a) The expert will:
 - (i) act as an expert and not as an arbitrator;
 - (ii) proceed in any manner he or she thinks appropriate without being bound to observe the rules of natural justice or the rules of evidence;
 - (iii) take into consideration all documents, information and other material which the Parties give the expert including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute;
 - (iv) not be expected or required to obtain or refer to any other documents, information or material, but may do so if he or she thinks it is appropriate;
 - (v) use his or her own expertise in forming his or her conclusions; and

- (vi) make his or her determination of the Dispute within 30 days from the acceptance by the expert of the appointment, or such extended period as the Parties may agree.
- (b) The expert may, if he or she thinks appropriate, arrange to meet or otherwise have discussions with the Parties, together but not separately, and in connection with any such meeting or discussions:
 - (i) a Party may be accompanied by legal or other advisers; and
 - (ii) the Parties agree to be bound by such procedural directions as may be given by the expert, both in preparation for and during the course of the meeting or discussions.
- (c) Without restricting the generality of clause 26.5(b)(ii), RMS and the Companies agree and undertake to produce such information and documents as the expert may from time to time direct at such place and at such time as the expert may direct.
- (d) The expert may commission his or her own advisers or consultants, including lawyers, accountants, bankers, engineers, surveyors or other technical consultants, to provide information to assist the expert in his or her determination.
- (e) RMS and the Companies must indemnify the expert for the reasonable cost of retaining those advisers or consultants.
- (f) The expert will disclose to the Parties any relationship or interest with the Parties or their respective officers, employees, contractors, consultants or agents who are involved in expert determination and any interest the expert has in the matters in dispute.

If the expert becomes aware of any circumstance which might reasonably be considered to adversely affect the expert's capacity to act independently or impartially, the expert will immediately inform RMS and the Companies.

After the Parties have had the opportunity to consider the expert's disclosure then any Party may require that the Dispute be referred to another expert for resolution in accordance with clauses 26.4 to 26.8 (inclusive) by giving notice to the other Parties within 5 Business Days of the date on which it was informed of the circumstance.

26.6 Expert finding

- (a) The determination of the expert must be in writing and will be final and binding on RMS and the Companies unless within 10 Business Days of receipt of the determination, a Party gives notice to the other Parties of its dissatisfaction and intention to refer the matter to arbitration pursuant to clauses 26.9-26.11 (inclusive).
- (b) Upon submission by any Party, the expert may amend the determination to correct:
 - (i) a clerical mistake;
 - (ii) an error from an accidental slip or omission;
 - (iii) a material miscalculation of figures or a material mistake in the description of any person, thing or manner; or
 - (iv) a defect in form.

26.7 Release and indemnity

The expert will not be liable in respect of the expert determination, except in the case of fraud on the part of the expert. RMS and the Companies agree to release and indemnify the expert from and against all claims, except in the case of fraud on the part of the expert, which may be made against him or her by any person in respect of the expert's appointment to determine the Dispute.

26.8 Costs

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

26.9 Arbitration

- (a) If:
- (i) a notice of dissatisfaction is given under clause 26.6(a);
 - (ii) a determination is not made within 30 days from the date of acceptance by the expert of the appointment; or
 - (iii) a Dispute (other than a Dispute of the nature referred to in or contemplated by clause 26.1(b)(ii)) which has been referred to the Representatives for negotiation pursuant to clause 26.2 remains unresolved (in whole or in part) after the expiration of the period referred to in clause 26.2(c),

RMS or the Companies may notify the other of them that it requires the Dispute to be referred to arbitration.

- (b) Upon receipt by RMS or the Companies (as the case may be) of a notice under clause 26.9(a) the Dispute will then be referred to arbitration.

26.10 Identity of arbitrator

Any arbitration under clause 26.9 must be conducted by a single arbitrator to be agreed between the Parties or, failing such agreement within 10 Business Days after referral of the Dispute to arbitration under clause 26.9(b), then by an arbitrator to be nominated by the IAMA.

26.11 Rules for conduct of arbitration

- (a) Subject to clause 26.11(b) and except as otherwise expressly provided in this clause 26, an arbitration under this clause will be conducted as follows:
- (i) if the arbitration is in respect of a matter which has been the subject of an expert determination, in accordance with the Expedited Arbitration Rules set out in Schedule 11; or
 - (ii) otherwise, in accordance with the Rules for the Conduct of Commercial Arbitration of the IAMA.
- (b) For the purposes of the resolution of any Dispute relating to any matter arising under clause 19, the Dispute must be decided or determined by reference to considerations of general justice and fairness and the provisions of section 22(1) of the *Commercial Arbitration Act* 1984 (NSW) are excluded.

- (c) In reaching a determination in respect of a Dispute referred to in clause 26.11(b), the arbitrator must give effect to intent of the Parties in entering into the Deed by only employing the possible means of redress referred to in clause 19.2(b)(i)-(iv).

26.12 Place of expert determination or arbitration

The place of any expert determination or arbitration will be Sydney.

26.13 Continue to perform

Notwithstanding the existence of a Dispute, each Party must continue to perform its obligations under this Deed.

26.14 Summary or urgent relief

Nothing will prejudice the right of a Party to institute proceedings to seek urgent injunctive, interlocutory or declaratory relief.

26.15 Role of Security Trustee

- (a) The Parties acknowledge that the Financiers and the Security Trustee may have an interest in the outcome of certain Disputes and claims under this Deed.
- (b) Each Company:
- (i) will be entitled to give the Security Trustee copies of all documents, information and other material given to the expert under clause 26.5 or to the arbitrator appointed under clause 26.10 for the purposes of arbitration under clause 26.11; and
 - (ii) may, with RMS's prior written consent or as otherwise provided in the RMS Consent Deed (2014):
 - A. allow the Security Trustee to:
 - 1) attend and participate at any meetings or negotiations between the Company 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 clause 26.11; and
 - 2) make submissions in the expert hearing or meetings or arbitration (as the case may be); and
 - B. have proceedings between the Company and the Security Trustee consolidated or heard together with like proceedings between RMS and the Company.

26.16 Role of NorthConnex Project Company

- (a) The Parties acknowledge that the NorthConnex Project Company has an interest in the outcome of any Dispute or claim under this Deed regarding the occurrence of a NorthConnex Trigger Event ("**NorthConnex Trigger Dispute**").
- (b) Each Company will be entitled to give the NorthConnex Project Company copies of all documents, information and other material given to the expert under clause 26.5

or to the arbitrator appointed under clause 26.10 for the purposes of arbitration under clause 26.11, to the extent relating to a NorthConnex Trigger Dispute.

- (c) RMS hereby consents to the NorthConnex Project Company:
- (i) attending and participating at any meetings or negotiations between the Companies 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 clause 26.11; and
 - (ii) making submissions in the expert hearing or meetings or arbitration (as the case may be),
- in relation to a NorthConnex Trigger Dispute.
- (d) The Parties acknowledge and agree that proceedings between RMS and the Companies relating to a NorthConnex Trigger Dispute may be consolidated or heard together with like proceedings between RMS and the NorthConnex Project Company.

27. Force Majeure

27.1 Force Majeure notice

- (a) If a Company alleges or wishes to claim that Force Majeure has occurred that Company must give RMS prompt written notice of the Force Majeure once it becomes aware of the same and the obligations affected together with full particulars of all relevant matters including:
- (i) details of the Force Majeure;
 - (ii) details of the obligations affected;
 - (iii) details of the action that that Company has taken and/or proposes to take to remedy the situation;
 - (iv) an estimate of the time during which that Company will be unable to carry out its obligations due to the Force Majeure;
 - (v) an estimate of the costs that that Company will incur to remedy the situation; and
 - (vi) details of all insurance moneys upon which that Company believes it will be able to rely in making good damage caused by the Force Majeure.
- (b) After giving notice under clause 27.1(a) each Company must continue to provide to RMS all relevant information pertaining to the Force Majeure.

27.2 Meeting

The Parties must meet within 5 Business Days of service of a notice of a Force Majeure event to determine the estimated length of time for which the Force Majeure will continue.

27.3 Suspension of obligations

- (a) Subject to clause 27.3(d), if a Force Majeure occurs the Companies' obligations under this Deed (other than under this clause 27) which are affected by the Force

Majeure will be suspended but only to the extent and for so long as such obligations are affected by the Force Majeure.

- (b) If a Force Majeure occurs and a notice under clause 27.1(a) is issued, no Party will be in default of its obligations under this Deed in so far as the failure or delay in the observance or performance of those obligations by that Party is caused by the Force Majeure specified in the Force Majeure Notice.
- (c) Upon a Company becoming able to recommence performing its obligations which were suspended under clause 27.3(a), that Company must recommence the performance of those obligations.
- (d) Clause 27.3(a) will only apply to suspend WSO Co's obligation under clause 15.2 to keep all traffic lanes of the Motorway open where the occurrence of the Force Majeure event prevents the safe passage of vehicles.

27.4 Duty to remedy Force Majeure

The relevant Company must use its best endeavours to remedy the effects of a Force Majeure promptly in accordance with clause 22.8, including making any reasonable expenditure of funds which may mitigate or avoid the effects of the Force Majeure. The previous sentence will not oblige WestLink to undertake any of the obligations of WSO Co under this Deed or the Project Documents.

28. Expiration

28.1 Term

- (a) Subject to clause 3.1, this Deed commences on the date of this Deed.
- (b) Unless earlier terminated (including pursuant to clause 25) or adjusted (including pursuant to clause 19) in accordance with this Deed, the Term will end on either:
 - (i) if a NorthConnex Trigger Event or a NorthConnex Termination Event occurs, unless otherwise consented to by RMS, the 34th anniversary of the Satisfaction Date; or
 - (ii) 12 September 2051 (as that date may be adjusted in accordance with the M7-M12 Integration Project Management Deed).

28.2 Expiration

Subject to the other provisions of this Deed, upon the end of the Term:

- (a) The Companies (as applicable), must peaceably yield up to RMS the Motorway Stratum, the Motorway Stratum (M7W), the Gantry Land and the Gantry Land (M7W) (other than the Motorway Plant and Equipment) (including any right, title or interest in them) in a fully functional condition which complies with the Scope of Works and Technical Criteria and the O&M Manuals;
- (b) WSO Co must deliver to RMS:
 - (i) the then current versions of the O&M Manuals; and
 - (ii) all Motorway Plant and Equipment (including any right, title or interest in them) in a fully functional condition which complies with the Scope of Works and Technical Criteria and the O&M Manuals;

- (c) each Company must, subject to the RMS Consent Deed (2014), pay to RMS any insurance proceeds from any insurances for reinstatement or replacement of the Project Works, the Third Party Works or the Motorway (as applicable) to the extent not already reinstated or replaced and assign to RMS any rights available to the Companies under those insurances; and
- (d) WestLink (in relation to the Motorway other than the Motorway Plant and Equipment) and WSO Co (in relation to the Motorway Plant and Equipment) must do all other reasonable acts and things to enable RMS to operate the Motorway at a level at least equal to that in effect immediately before the termination of this Deed with minimum disruption to its use as a toll road.

Notwithstanding anything else in this Deed, RMS acknowledges and agrees that its rights under this Deed upon the end of the Term (including in respect of Final Handover) in connection with the Tolling Services and the Back Office System will be limited to the rights that are exercisable by RMS under the TCM Operator's Side Deed and the TISA Side Deed in the relevant circumstances.

28.3 Final Handover

- (a) When the Companies consider they have achieved Final Handover, the Companies must notify RMS in writing.
- (b) Within 5 Business Days after receipt of a notice under clause 28.3(a), RMS must notify the Companies in writing:
 - (i) if RMS believes that Final Handover has been achieved, of the date on which RMS believes the Companies achieved Final Handover; or
 - (ii) if RMS believes that Final Handover has not been achieved, the reasons why it believes Final Handover has not been achieved.

28.4 Effect of notice of Final Handover

A notice issued under clause 28.3(b)(i) will not:

- (a) constitute approval by RMS of the Companies' performance of its obligations under this Deed;
- (b) be taken as an admission or evidence that the Motorway or Third Party Works comply with this Deed; or
- (c) prejudice any rights or powers of RMS.

29. Representations and warranties

29.1 Representations and warranties by Companies in their own capacity

Each Company, in its own capacity, makes the following continuing representations and warranties for the benefit of RMS:

- (a) it has in full force and effect all authorisations necessary to enter into and perform its obligations under each Project Document to which it is expressed to be a party (in whatever capacity);
- (b) it has power to enter into and perform its obligations under each Project Document to which it is expressed to be a party (in whatever capacity), to carry out the

transactions which those documents contemplate will be carried out by it and to carry on its business, and the entry into of each such document is a proper exercise of power;

- (c) its obligations under each Project Document to which it is expressed to be a party (in whatever capacity) are valid and binding and are enforceable against it and in accordance with their respective terms subject to the availability of equitable remedies and, to the extent applicable, laws relating to the enforcement of creditors' rights;
- (d) the Company subsists and is properly constituted;
- (e) except as stated in the Equity Documents, it is not the trustee or responsible entity of any trust nor does it hold any property subject to or impressed by any trust;
- (f) it is not in default of its material obligations under any Project Document to which RMS is expressed to be a party (in whatever capacity);
- (g) it is not involved in, and does not conduct, any business other than the business related to the Project, the design and construction of the Returned Works and the design and construction of the Returned Works as defined in the Integration Project Deed, and will not do so without the prior written approval of RMS;
- (h) except as contemplated by the RMS Consent Deed (2014), its obligations under the RMS Security will rank ahead of, and its obligations under this Deed and each Project Document to which it is expressed to be a party (in whatever capacity) (other than the RMS Security) will rank at least equally with, all its other unsecured indebtedness, other than indebtedness preferred by law;
- (i) the execution, delivery and performance of each Project Document to which it is expressed to be a party (in whatever capacity) and the transactions under each of them do not:
 - (i) violate its constituent documents or any law, regulation, treaty, judgment, ruling, order or decree of any court or official directive which is binding on it;
 - (ii) violate any other document or agreement to which it is a party or which is binding on it or any of its assets; or
 - (iii) cause a limitation on its powers or the powers of its directors or other officers to be exceeded;
- (j) it does not 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);
- (k) no litigation (which has not been disclosed to RMS in writing prior to the date of this Deed), arbitration, tax claim, dispute or administrative or other proceeding has been commenced or, to its knowledge, threatened against it which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under any Project Document to which it is expressed to be a party (in whatever capacity); and
- (l) except as contemplated under a Project Document or Integration Project Document or in connection with a transaction which is contemplated by a Project Document or an Integration Project Document, it will not trade or incur any liabilities or carry on

any business or enter into any document or agreement other than Project Documents or Integration Project Documents without RMS's prior written approval.

29.2 Representations and warranties by WestLink in its capacity as agent

WestLink, in its capacity as nominee and agent of each Partner, makes the following continuing representations and warranties for the benefit of RMS, in relation to that Partner:

- (a) that Partner has in full force and effect all authorisations necessary to enter into and perform its obligations under each Project Document to which it is expressed to be a party or to which WestLink is expressed to be a party as its agent (whether or not also having another capacity);
- (b) that Partner has power to enter into and perform its obligations under each Project Document to which it is expressed to be a party or to which WestLink is expressed to be a party as its agent (whether or not also having another capacity), to carry out the transactions which those documents contemplate will be carried out by it and to carry on its business, and the entry into of each such document is a proper exercise of power;
- (c) its obligations under each Project Document to which it is expressed to be a party or to which WestLink is expressed to be a party as its agent (whether or not also having another capacity) are valid and binding and are enforceable against it and in accordance with their respective terms subject to the availability of equitable remedies and, to the extent applicable, laws relating to the enforcement of creditors' rights;
- (d) the Partnership subsists pursuant to the Westlink Motorway Partnership Deed;
- (e) no action has been taken or threatened by that Partner to terminate the Partnership;
- (f) WestLink is the sole agent of that Partner and has been duly authorised to negotiate and enter into those Project Documents to which WestLink is expressed to be a party in its capacity as agent of that Partner;
- (g) no action has been taken or threatened by that Partner to remove or replace WestLink as agent of that Partner or to appoint an additional agent of that Partner;
- (h) the copy of the Westlink Motorway Partnership Deed, the EPD, the FDD and the WSO Co Funding Facility Deed (including all Schedules to each document) provided to RMS prior to the date of this Deed is a true and complete copy of each document and contains full particulars of the terms of the Partnership and of the rights and entitlements of WestLink and the Partners;
- (i) WestLink has a right to be indemnified by that Partner (in proportion to its partnership interest) in respect of any Loss or Claim brought against, incurred or suffered by it arising out of or in connection with the Project, the Project Documents or the transactions which those documents contemplate will be carried out by WestLink as its agent (whether or not also having another capacity);
- (j) other than WSO IM3 (in relation to the WSO Holding Trust) and Transurban (in relation to the Transurban WSO Trust), that Partner is not the trustee or responsible entity of any trust nor does it hold any property subject to or impressed by any trust;
- (k) that Partner is not in default of its material obligations under any Project Document to which RMS is expressed to be a party;

- (l) that Partner is not involved in, and does not conduct, any business other than the business related to the Project, the design and construction of the Returned Works and the design and construction of the Returned Works as defined in the Integration Project Deed, and will not do so without the prior written approval of RMS;
- (m) except as contemplated by the RMS Consent Deed (2014), that Partner's obligations under the RMS Security will rank ahead of, and its obligations under this Deed and each Project Document to which it is expressed to be a party (other than the RMS Security) will rank at least equally with, all its other unsecured indebtedness, other than indebtedness preferred by law;
- (n) the execution, delivery and performance of each Project Document to which that Partner is expressed to be a party and the transactions under each of them do not:
 - (i) violate its constituent documents or any law, regulation, treaty, judgment, ruling, order or decree of any court or official directive which is binding on it;
 - (ii) violate any other document or agreement to which it is a party or which is binding on it or any of its assets; or
 - (iii) cause a limitation on its powers or the powers of its directors or other officers to be exceeded;
- (o) that Partner does not 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);
- (p) no litigation (which has not been disclosed to RMS in writing prior to the date of this Deed), arbitration, tax claim, dispute or administrative or other proceeding has been commenced or, to its knowledge, threatened against that Partner which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under any Project Document to which it is expressed to be a party; and
- (q) except as contemplated under a Project Document or Integration Project Document or in connection with a transaction which is contemplated by a Project Document or Integration Project Document, that Partner will not trade or incur any liabilities or carry on any business or enter into any document or agreement (other than under the Project Documents or Integration Project Documents) without RMS's prior written approval.

29.3 Representations and warranties by WestLink in its capacity as agent of WSO IM3

Without limiting clause 29.2, WestLink, in its capacity as nominee and agent of WSO IM3, makes the following continuing representations and warranties for the benefit of RMS:

- (a) WSO IM3 has power to enter into those Project Documents to which it is expressed to be a party or to which WestLink is expressed to be a party as its agent (whether or not also having another capacity) in its capacity as trustee of the WSO Holding Trust. There is no restriction on or condition of it doing so;
- (b) the WSO Holding Trust has been validly created and is in existence at the date of this Deed;

- (c) WSO IM3 has been validly appointed as trustee of the WSO Holding Trust and is presently the sole trustee of that trust;
- (d) the WSO Holding Trust is solely constituted by the WSO Holding Trust Deed, a true and complete copy of which was provided to RMS before the date of this Deed;
- (e) the WSO Holding Trust has not been terminated, nor has any event for the vesting of the assets of that trust occurred;
- (f) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the WSO Holding Trust or on WSO IM3's trusteeship of that trust;
- (g) no property of the WSO Holding Trust has been re-settled, set aside or transferred to any other trust;
- (h) it is to the commercial benefit of the WSO Holding Trust that WSO IM3:
 - (i) enters into the Project Documents to which it is expressed to be a party or to which WestLink is expressed to be a party as its agent (whether or not also having another capacity) in its capacity, inter alia, as trustee of the WSO Holding Trust; and
 - (ii) charges the property of the WSO Holding Trust as provided in those Project Documents;
- (i) WSO IM3 as trustee of the WSO Holding Trust has valid rights of indemnity and exoneration against the assets of the WSO Holding Trust, which rights are available for the satisfaction of all liabilities and other obligations incurred by WSO IM3 under the Project Documents; and
- (j) WSO IM3's right of indemnity out of, and lien over the assets of the WSO Holding Trust have not been limited in any way. Without limitation, WSO IM3 has no liability which may be set off against that right of indemnity;
- (k) the rights of any beneficiaries relating to, and their interests in, the property of the WSO Holding Trust are subject to the prior rights and interests of WSO IM3 in the property of that trust to which RMS may from time to time be subrogated;
- (l) the WSO Holding Trust Deed complies with all applicable laws; and
- (m) WSO IM3 has complied with its obligations and duties under the WSO Holding Trust Deed and at law. No one has alleged to WSO IM3 or WestLink that WSO IM3 has not so complied.

29.4 Representations and warranties by WestLink in its capacity as agent of Transurban

Without limiting clause 29.2, WestLink, in its capacity as nominee and agent of Transurban, makes the following continuing representations and warranties for the benefit of RMS:

- (a) Transurban has power to enter into those Project Documents to which it is expressed to be a party or to which WestLink is expressed to be a party as its agent (whether or not also having another capacity) in its capacity as trustee of the Transurban WSO Trust. There is no restriction on or condition of it doing so;
- (b) the Transurban WSO Trust has been validly created and is in existence at the date of this Deed;

- (c) Transurban has been validly appointed as trustee of the Transurban WSO Trust and is presently the sole trustee of the Transurban WSO Trust;
- (d) the Transurban WSO Trust is solely constituted by the Transurban WSO Trust Deed, a true and complete copy of which was provided to RMS before the date of this Deed;
- (e) the Transurban WSO Trust has not been terminated, nor has any event for the vesting of the assets of that trust occurred;
- (f) no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Transurban WSO Trust or on Transurban's trusteeship of that trust;
- (g) no property of the Transurban WSO trust has been re-settled, set aside or transferred to any other trust;
- (h) it is to the commercial benefit of the Transurban WSO Trust that Transurban:
 - (i) enters into the Project Documents to which it is expressed to be a party or to which WestLink is expressed to be a party as its agent (whether or not also having another capacity) in its capacity, inter alia, as trustee of the Transurban WSO Trust; and
 - (ii) charges the property of the Transurban WSO Trust as provided in those Project Documents;
- (i) Transurban as trustee of the Transurban WSO Trust has valid rights of indemnity and exoneration against the assets of the Transurban WSO Trust, which rights are available for the satisfaction of all liabilities and other obligations incurred by Transurban under the Project Documents; and
- (j) Transurban's right of indemnity out of, and lien over the assets of the Transurban WSO Trust have not been limited in any way. Without limitation, Transurban has no liability which may be set off against that right of indemnity;
- (k) the rights of any beneficiaries relating to, and their interests in, the property of the Transurban WSO Trust are subject to the prior rights and interests of Transurban in the property of that trust to which RMS may from time to time be subrogated;
- (l) the Transurban WSO Trust Deed complies with all applicable laws; and
- (m) Transurban has complied with its obligations and duties under the Transurban WSO Trust Deed and at law. No one has alleged to Transurban or WestLink that Transurban has not so complied.

29.5 Representations and warranties by RMS

RMS makes the following continuing representations and warranties for the benefit of each Company:

- (a) it is a statutory body validly constituted and existing under the *Transport Administration Act 1988* (NSW);
- (b) it has in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under each Project Document to which it is expressed to be a party;

- (c) it is legally entitled and has all statutory power to enter into and perform its obligations under each Project Document to which it is expressed to be a party, to carry out the transactions contemplated by those documents, and the entry into of each such document is a proper exercise of power;
- (d) its obligations under each Project Document to which it is expressed to be a party are valid and binding and are enforceable against it in accordance with their respective terms subject to the availability of equitable remedies and, to the extent applicable, laws relating to the enforcement of creditors' rights; and
- (e) the execution, delivery and performance of each Project Document to which it is expressed to be a party and the transactions under each of them does not violate any law to which RMS is subject.

30. Amendments to other Project Documents

30.1 No amendment without consent

Neither Company may at any time after the execution of this Deed:

- (a) make any modification, variation or amendment of a material nature to, or terminate or surrender; or
- (b) permit the novation, assignment or substitution of any counterparty's right, obligation or interest in,

any one or more of the Project Documents to which it is a party, other than this Deed, the Amended Motorway Stratum Agreement to Lease, the Motorway Stratum Lease, the Motorway Stratum Lease (M7W), the Motorway Stratum Lease (2048), the Amended Gantry Land Agreement to Lease, the Gantry Land Lease, the Gantry Land Lease (2048) and the Gantry Land Lease (M7W) ("**Amendment**") without first obtaining the consent of RMS.

RMS irrevocably and unconditionally consents to any assignments by way of security as required by the Debt Financing Documents.

30.2 Notice of intended amendment

In the event that a Company desires an Amendment it must submit to RMS a written request seeking its consent. In such request the Company must set out:

- (a) the Amendment and the relevant reasons therefor;
- (b) the response or anticipated response of any other party to the Project Documents regarding the Amendment;
- (c) the response or anticipated response of any assignee of the Project Documents to the Amendment; and
- (d) copies of any documents relevant to the Company's request.

30.3 Consent

- (a) RMS must advise the Company, within 10 Business Days of receiving its written request under clause 30.2, that:
 - (i) it consents to the Amendment; or

- (ii) the Amendment is unacceptable to it and the reasons why the Amendment is unacceptable; or
 - (iii) that it requires further information from the Company regarding the Amendment. If so, the Company must provide the additional information sought by RMS within a further period of 10 Business Days, after which RMS must respond in terms of clause 30.3(a)(i) or clause 30.3(a)(ii) above.
- (b) Should RMS fail to respond for any reason within the period required by clause 30.3(a), it will be deemed to have given its consent to the Amendment.

31. Assignment and Refinancing

31.1 Entitlement to assign

- (a) Except as provided in:
 - (i) the Debt Financing Documents; and
 - (ii) the RMS Consent Deed (2014),

neither WestLink (in its own capacity or as agent of the Partners), nor WSO Co, nor any Partner may sell, transfer, assign, mortgage, charge or otherwise dispose of, deal with, or encumber its interest in the Motorway or in any of the Project Documents or the Rail Agreement without the prior written consent of RMS and compliance with clauses 31.1 and 31.2.
- (b) In granting its consent under clause 31.1(a):
 - (i) prior to the NorthConnex Date of Completion, RMS may withhold its consent in its absolute discretion; or
 - (ii) after the NorthConnex Date of Completion, RMS must not unreasonably withhold its consent.
- (c) RMS may sell, transfer or assign or otherwise dispose of or deal with its interest in the Project Documents without the prior written consent of a Company provided either:
 - (i) the transferee is supported by a guarantee from the Crown in right of the State of New South Wales on terms no less favourable than those contained in the PAFA Act Guarantee (2014); or
 - (ii) subject to clause 31.1(d), following reasonable consultation with the Companies over a period of not more than 10 Business Days, RMS is selling, transferring, assigning, sub-participating or otherwise disposing of or dealing with all or any part of its rights and benefits under this Deed or any Project Document in relation to its entitlement to any rent under the Motorway Stratum Lease.
- (d) The parties acknowledge and agree that a failure by RMS to undertake the consultation referred to in clause 31.1(c)(ii) will not invalidate or otherwise affect the validity of the sale of, transfer of, assignment of, sub-participation in or other disposing of or dealing with all or any part of RMS's rights and benefits under this Deed or any Project Document in relation to its entitlement to any rent under the Motorway Stratum Lease under clause 31.1(c)(ii).

31.2 Change of Control prior to NorthConnex Completion

- (a) Each Company undertakes to RMS that the direct legal and beneficial owners of WSO Co will remain unchanged until the NorthConnex Date of Completion.
- (b) Subject to clause 31.2(c), the Companies must not permit:
- (i) any Change of Control of either Company, any Partner or the Borrower; or
 - (ii) a person:
 - A. who is not an Ultimate Shareholder, or
 - B. who is an Ultimate Shareholder but which is an entity managed by an Ultimate Shareholder (and not ultimately owned by an Ultimate Shareholder) which does not at the date of this Deed or following any event which is approved by RMS under clause 31.1, have an economic interest in the shares of either Company,

to acquire any shares, units or an economic interest in shares or units in any Holding Company (other than an Ultimate Shareholder) of either Company, any Partner or the Borrower,

prior to the NorthConnex Date of Completion without the prior written consent of RMS (which may not be unreasonably withheld).
- (c) RMS's consent is not required for a change in, or the appointment of, the responsible entity, trustee or custodian of an entity where there is no change in the ultimate beneficial owner of the entity concerned.
- (d) RMS will be deemed to be acting reasonably under clause 31.2(b)(ii) if it withholds its consent where RMS is of the reasonable opinion that:
- (i) neither Company has provided it with full details of the proposed change and any further information reasonably requested by RMS; or
 - (ii) the new person:
 - A. is not in compliance with applicable anti-money laundering laws and anti-terrorism laws;
 - B. does not provide RMS with a letter of support in respect of any unpaid funding obligation of the transferring Ultimate Shareholder concerning NorthConnex (which must be in a form and substance equivalent to the letters of support provided to RMS at NorthConnex Financial Close); and
 - C. does not demonstrate to the reasonable satisfaction of RMS that it is both a fit and proper person to be an investor in the Project and is of sufficient financial standing to meet its, and to put the Companies in funds to meet their, funding obligations in relation to the Project.

31.3 Change of control after NorthConnex Completion

For the purposes of clause 31.1, any Change of Control of either Company, any Partner, the Borrower or the State Works Contractor after the NorthConnex Date of Completion will be deemed to be an assignment by the Companies of their interest in this Deed and the other Project Documents and such change will be subject to the terms and conditions of clause 31.1.

31.4 Refinancing

(a) **Project Debt Refinancing:**

(i) The Parties agree that a Company or the Borrower may undertake a Refinancing, provided that each Company complies with its obligations under this clause 31.4 and:

- A. the Refinancing is a No Consent Refinancing; or
- B. the Refinancing is a Consent Refinancing or an Abridged Consent Refinancing and RMS has consented under clause 31.4(d) (Abridged Consent Refinancing) or clause 31.4(e) (Consent Refinancing).

(ii) The parties acknowledge and agree that:

- A. any Upfront Costs may be capitalised and added to the amount of Project Debt upon any Refinancing to the extent that the aggregate of such costs capitalised under this clause for all Refinancings does not exceed the Maximum Upfront Costs Cap; and
- B. pursuant to any Refinancing, a Company or the Borrower may raise any form of financial accommodation including, without limitation, by way of the issuance of bonds, notes or other instruments in the domestic or international capital markets (whether denominated in either Australian dollars or foreign currencies) or by way of bank debt or a combination of the foregoing other than Exotic Swaps or [REDACTED].

(b) **Notice and details:**

(i) Each Company must cause the Borrower to promptly, and in any event:

- A. in relation to an Abridged Consent Refinancing or a Consent Refinancing, no later than 90 days prior to the Proposed Refinancing Date for the proposed Abridged Consent Refinancing or Consent Refinancing; or
- B. in relation to a No Consent Refinancing, no later than 45 days prior to the Proposed Refinancing Date for the proposed No Consent Refinancing,

provide RMS with full details of the proposed Refinancing, including:

- C. a copy of the then current Base Case Financial Model as adjusted in accordance with clause 31.4(i) for the proposed Refinancing (the **Refinancing Model**);

- D. all material information in relation to the proposed Refinancing, including the nature of the financial accommodation to be raised, the proposed terms and conditions of the Refinancing and any proposed derivative transactions;
- E. the aggregate Upfront Costs incurred to date for all Refinancings (including the proposed Refinancing) in nominal terms and as a percentage of the Maximum Upfront Costs Cap; and
- F. whether the Borrower considers that the Refinancing is an Abridged Consent Refinancing, a Consent Refinancing or a No Consent Refinancing and, if the Borrower considers that it is a No Consent Refinancing, full details of the reasons why it considers that the requirements of clause 31.4(c) have been satisfied.
- (ii) RMS may, within 10 Business Days after receiving details of the proposed Refinancing referred to in clause 31.4(b)(i), request from a Company any further information which RMS reasonably requires from the Borrower regarding the proposed Refinancing. If such further information is available to the Borrower, that Company must cause the Borrower to provide it to RMS as soon as reasonably practicable but no later than 5 Business Days after RMS' request.
- (iii) Within 20 Business Days after the later of RMS receiving details of the proposed Refinancing referred to in clause 31.4(b)(i) or receipt by RMS of the further information requested by it under clause 31.4(b)(ii) (such period being the "**RMS Response Period**"), RMS must confirm in writing to the Companies whether the proposed Refinancing is or is not a No Consent Refinancing.
- (iv) If RMS does not respond to the Companies within the RMS Response Period, RMS will be deemed to have confirmed that the Refinancing is a No Consent Refinancing.
- (v) If RMS confirms in writing, or is deemed to have confirmed under this clause, that the proposed Refinancing is a No Consent Refinancing, the Company or the Borrower may proceed with that Refinancing.
- (c) **No Consent Refinancing:** Subject to the Companies or the Borrower having provided the information as required by clause 31.4(b) and RMS having confirmed in writing to the Companies under clause 31.4(b)(iii) (or being deemed to have given such confirmation under clause 31.4(b)(iv)) that a proposed Refinancing is a No Consent Refinancing, RMS acknowledges and agrees that the Companies or the Borrower may enter into a Refinancing without any consent from RMS if:
- (i) the Refinancing will be effected on an arm's length basis;
- (ii) the Refinancing will not have the effect of deferring the amount or timing of amortisation of the Project Debt as against the M7 Debt Profile;
- (iii) the Refinancing does not constitute or involve the entry by a Company or the Borrower into an Exotic Swap or an [REDACTED];

- (iv) at any time prior to [REDACTED] of the NorthConnex Capital Contributions being made, the Refinancing will not cause an increase in the principal amount of Project Debt (including as a result of the inclusion in Project Debt of swap break costs incurred in relation to or arising from the Refinancing), other than by an amount equal to any Upfront Costs associated with that Refinancing to the extent permitted to be capitalised under clause 31.4(a)(ii)A;
- (v) at any time after [REDACTED] of the NorthConnex Capital Contributions have been made, the Refinancing will not (as at the Proposed Refinancing Date or subsequent to that date as a result of the terms of the Refinancing) give rise to the occurrence of the first Trigger Event;
- (vi) prior to the occurrence of the first Trigger Event, in the case of a Refinancing which involves raising of [REDACTED] (other than solely in respect of capitalisation of Upfront Costs to the extent permitted to be capitalised under clause 31.4(a)(ii)A), the Refinancing will not result in:
- A. the ICR being less than [REDACTED]; or
- B. any DSCR being less than [REDACTED];
- (vii) after the first Trigger Event has occurred, the Refinancing will not cause an increase in the principal amount of Project Debt; and
- (viii) the Refinancing is not an amendment, restatement, replacement, waiver or consent to cure any actual event of default or review event under any Debt Financing Document.
- (d) **Abridged Consent Refinancing:** The Companies or the Borrower may enter into a Refinancing not permitted by clause 31.4(c) with the prior written consent of RMS, which must not be unreasonably withheld or delayed, provided:
- (i) the Refinancing is supported by a Refinancing Model prepared in accordance with clause 31.4(i);
- (ii) the Refinancing will be effected on an arm's length basis;
- (iii) either:
- A. the first Trigger Event has occurred and the Refinancing results in an increase in the principal amount of Project Debt but Qualifying Additional Debt after the Refinancing is completed (including any swap break costs incurred in relation to or arising from the Refinancing) will not exceed [REDACTED]; or
- B. the Refinancing would result in [REDACTED] (including any swap break costs incurred in relation to or arising from the Refinancing) exceeding the amount of [REDACTED] but does not result in a Trigger Event occurring;
- (iv) the Refinancing does not constitute or involve the entry by a Company or the Borrower into an Exotic Swap or an [REDACTED];

- (v) the Refinancing will not be entered into earlier than 2 years after the date of financial close of the last Abridged Consent Refinancing or Consent Refinancing;
- (vi) the Refinancing will not result in the ICR being less than [REDACTED];
- (vii) the Refinancing will not result in any DSCR being less than [REDACTED];
- (viii) the Refinancing is not an amendment, restatement, replacement, waiver or consent to cure any actual event of default or review event under any Debt Financing Document; and
- (ix) the parties have agreed on the amount and timing of payment of RMS's share of any Refinancing Gain in accordance with clause 31.4(f).

(e) **Consent Refinancing:**

- (i) The Companies must not enter into (and must not allow the Borrower to enter into) any Refinancing, other than a No Consent Refinancing or an Abridged Consent Refinancing, without obtaining the prior written consent of RMS in accordance with this clause 31.4(e) which may be given or withheld in its absolute discretion.
- (ii) RMS will not be required to consider any request for its consent under this clause 31.4(e) more often than 2 years after the date of financial close of the last Abridged Consent Refinancing or Consent Refinancing.
- (iii) The granting of any consent under this clause 31.4(e) by RMS shall be without prejudice to RMS' right to any RMS Refinancing Share under clause 31.4(f).

(f) **Refinancing Gain sharing:**

- (i) For each proposed Refinancing that causes or occurs after the occurrence of the first Trigger Event (other than a Refinancing which occurs after the occurrence of the first Trigger Event and does not involve the incurrence of any additional Qualifying Additional Debt or deferral of the amortisation of existing debt), the Refinancing Gain must be calculated by the Companies in accordance with this clause 31.4(f) and clause 31.4(i).
- (ii) For the purposes of this Deed, Refinancing Gain will be calculated pursuant to clause 31.4(f)(iii) below on the basis that the relevant gain is only in respect of the impact of the Refinancing on Distributions which are attributable to the incurrence of the incremental principal amount of, or delayed amortisation of, Project Debt the subject of the Refinancing or which occurs as a result of the Refinancing.
- (iii) For the purposes of this clause, a **Refinancing Gain** occurs when the value calculated in accordance with the below [REDACTED]:

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (iv) In calculating the Refinancing Gain:
- A. the value of A and B will be expressed as an aggregate amount as at the Proposed Refinancing Date and will be calculated using the [REDACTED]; and
- B. otherwise than as otherwise agreed under clause 31.4(i)(i)F, it will be assumed that the terms of the Refinancing will only apply for the actual tenor of that Refinancing and not the balance of the Term.
- (v) Subject to clause 31.4(f)(vi), RMS will be entitled to receive a payment, or a series of payments agreed in accordance with paragraph (vi) below, that will result in RMS receiving [REDACTED] of any Refinancing Gain (the **RMS Refinancing Share**). It is acknowledged that if RMS and the Companies agree that the Refinancing Gain will be paid to RMS over time that the sum of the actual amounts paid to RMS may differ from the actual Refinancing Gain amount due to the time value of money.
- (vi) Unless otherwise agreed by RMS, the amount of any RMS Refinancing Share will be a debt due from the Companies to RMS, payable in the amounts and at the times agreed between RMS and the Companies.
- (vii) If the parties, after negotiating in good faith for a period of 15 Business Days with a view to agreeing any RMS Refinancing Share, cannot reach agreement either party may refer the matter to determination by an independent expert under clause 26.
- (g) **Refinancing cost:** Each Company must pay to RMS its reasonable costs incurred in relation to considering a proposed Refinancing or consenting to a Refinancing.
- (h) **Copies of Debt Financing Documents:** Each Company must procure the Borrower to deliver to RMS' representative (appointed under clause 7.1) a certified complete copy of each agreement entered into by the Borrower in respect of and including each amendment to, or waiver, variation or change of any provision of, the Debt Financing Documents, in each case within 15 Business Days after its execution.
- (i) **Preparation of the Refinancing Model:**
- (i) To prepare the Refinancing Model, each Company must ensure that only the following adjustments are made to the Base Case Financial Model in the following order:
- A. [REDACTED]
- [REDACTED]
- [REDACTED]

- B. [REDACTED]
- C. [REDACTED]
- D. [REDACTED]
- E. [REDACTED]
- F. further required adjustments (if any) as otherwise agreed between RMS and the Companies;
- G. [REDACTED]
- H. [REDACTED]

- (ii) In preparing the Refinancing Model, the Companies must also ensure that the Refinancing Model:
 - A. outlines the basis for any changes to assumptions used in the Refinancing Model;
 - B. outlines the Proposed Refinancing Date;
 - C. contains full details of the principal amount of any Qualifying Additional Debt that will be outstanding immediately prior to, and proposed to be outstanding immediately after, the proposed Refinancing; and
 - D. does not contain any other adjustments unless otherwise agreed between RMS and the Companies.
- (iii) No later than 10 Business Days after financial close of a Refinancing, the Companies must provide RMS with a final Refinancing Model updated to show the actual outcomes of the implementation of that Refinancing (including the financial impact of material changes to the Borrower's and the Companies' obligations to the Financiers) in a format that meets the requirements of this clause.

- (iv) The parties acknowledge and agree that the final Refinancing Model agreed under this clause in connection with a Consent Refinancing or an Abridged Consent Refinancing that has been approved by RMS will become the Base Case Financial Model (until that model is further revised or updated in accordance with this Deed).
- (v) The Companies must ensure that the Refinancing Model Outputs Schedule records in clearly identifiable form all information which this Deed provides will be identified in the Refinancing Model Outputs Schedule.

32. Expenses and stamp duties

32.1 Expenses

Each Party must bear its own costs, including professional costs and disbursements, associated with the preparation and execution of this Deed and any subsequent consent, agreement, approval or waiver hereunder or amendment thereto.

32.2 Stamp duties

Subject to clause 15.2 of the Integration Project Deed, as between the Parties, the Companies must pay all stamp, registration and similar taxes including fines and penalties payable to or required to be paid by any appropriate Authority or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed or any payment receipt or other transaction contemplated by them.

33. Governing law and jurisdiction

33.1 Governing law

This Deed is governed by and will be construed according to the laws of New South Wales.

33.2 Jurisdiction

- (a) Each Party irrevocably submits to the 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 33.2(a).

34. Notices

Any communication under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as shown below:

RMS

Address: Level 1, Suite C
Octagon Building

99 Phillip Street
Parramatta NSW 2150

Attention: General Manager, Motorway Management

Companies

Address: 101 Wallgrove Road
Eastern Creek NSW 2766

Facsimile: (02) 9834 9211

Attention: Company Secretary

(or as otherwise notified in writing by that Party to the other Parties from time to time);

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary or authorised agent of, that Party;
 - (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 34(b);
 - (e) will be deemed to be received by the addressee:
 - (i) (in the case of prepaid post) on the second business day after the date of posting;
 - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which the fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety unless that local time is a non-business day, or is after 5.00pm on a business day, in which case that communication will be deemed to have been received at 9.00am on the next business day; and
 - (iii) (in the case of delivery by hand) on delivery at the address of the recipient as provided in clause 34(b), unless that delivery is made on a non-business day, or after 5.00pm on a business day, in which case that communication will be deemed to have been received at 9.00am on the next business day,
- and where "business day" means a day (not being a Saturday or Sunday) on which banks are generally open for business in the place of receipt of that communication; and
- (f) which is received by a Company will be deemed to have been received by the other Company at the same time.

35. Miscellaneous

35.1 Entire agreement

To the extent permitted by Law, the Project Documents to which RMS and either Company are both parties embody the entire understanding of the Parties and constitute the entire terms

agreed upon between the Parties and supersede any agreement made prior to the date of this Deed (whether or not in writing) between the Parties, in relation to the subject matter of those Project Documents.

35.2 Further acts

Each Party will promptly do and perform 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 another Party to give effect to this Deed.

35.3 Indemnities

- (a) Each Company must indemnify RMS from and against any Claim or Loss suffered or incurred by RMS arising out of, or in any way in connection with, either Company's breach of a term of any Project Document to which RMS is expressed to be a party.
- (b) No indemnity in this Deed limits the effect or operation of any other indemnity in this Deed.
- (c) Unless expressly provided otherwise, each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the Parties, and survives the rescission, termination or expiration of this Deed.
- (d) It is not necessary for a Party to incur expense or make any payment before enforcing a right of indemnity conferred by this Deed.

35.4 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 a Party 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) Unless expressly provided otherwise, 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 a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.

35.5 Consents

Any consent or approval referred to in, or 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.

35.6 Cost of performing obligations

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

35.7 Interest

If a Party does not pay any money payable by it to another Party under this Deed by the due date, the first mentioned Party must pay interest on that amount on demand by the other Party. Interest is:

- (a) payable from the due date until payment is made by the first mentioned Party before and, as an additional and independent obligation, after any judgment or other thing into which the liability to pay the money payable becomes merged; and
- (b) calculated on daily balances at the rate of [REDACTED] per annum; and
- (c) [REDACTED]

35.8 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 Company any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise by RMS of any right, power or remedy under this Deed or otherwise, are expressly waived.

35.9 Replacement body interpretation

If an authority or body referred to in this Deed:

- (a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another organisation, this Deed is deemed to refer to that new organisation; or
- (b) ceases to exist, this Deed is deemed to refer to that organisation which serves substantially the same purpose or object as the former authority or body.

35.10 No agency

Except as expressly permitted or contemplated by this Deed, a Company will not in connection with the Project or otherwise directly or indirectly hold out nor permit to be held out to any person any statement, act, agreement, matter or thing indicating that the Project is being carried on or managed or supervised by RMS nor must a Company act as or represent itself to be the servant or agent of RMS.

35.11 Amendments

This Deed may only be varied by a document signed by or on behalf of each Party.

35.12 Counterparts

- (a) This Deed may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes an original of this Deed, all of which together constitute one deed.
- (b) A Party who has executed a counterpart of this Deed may exchange that counterpart with the other Parties by faxing the counterpart executed by it to the other Parties and, upon request by those other Parties, will thereafter promptly deliver by hand or post to the other Parties the executed counterpart so exchanged by fax, but delay or failure by that Party to so deliver a counterpart of this Deed executed by it will not affect the validity of this Deed.

35.13 No representation or reliance

- (a) Each Company acknowledges that neither RMS nor the Government nor anyone on their behalf have made any representation or other inducement to the Company to enter into those Project Documents to which RMS and that Company are both expressed to be parties, except for inducements expressly set out in those Project Documents.
- (b) Each Company acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of RMS, the Government or anyone of their behalf except for any inducement expressly set out in those Project Documents to which RMS and that Company are both expressed to be parties.

35.14 English language

All documents provided under or in connection with this Deed must be in English and all communications between the Parties must be in the English language.

35.15 Survival of certain provisions; no merger

- (a) Without limiting clause 35.3(c), clauses 1, 3, 20, 22.2, 22.3, 22.8, 23, 24, 25.3, 25.4, 25.5, 25.6, 25.7, 26, 28, 32, 33, 34, 35.7 and this clause 35.15 will survive rescission, termination or expiration of this Deed.
- (b) Without limiting clause 35.3(c), if this Deed is rescinded or terminated, no Party will be liable to any other Party except:
 - (i) under clauses 22.3, 22.8, 23, 24, 25.3, 25.4, 25.5, 25.6, 25.7, 26, 28, 32 and 35.7; or
 - (ii) in respect of any breach of this Deed occurring before such rescission or termination.
- (c) No right or obligation of any Party will merge on completion of any transaction under this Deed. All rights and obligations under this Deed survive the execution and delivery of any transfer or other document which implements any transaction under this Deed.

35.16 Severance

If at any time any provision of this Deed or any other Project Document to which RMS is a party 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 the relevant Project Document; or
- (b) the legality, validity or unenforceability under the law of any other jurisdiction of that or any other provision of the relevant Project Document.

35.17 Approvals not to affect Companies' obligations

The giving of any approval or the making of any direction or appointment or the exercise of any authority or discretion or the exercise, giving or making of any other matter or thing of any nature hereunder by RMS will not, except where this Deed expressly provides to the contrary, relieve a Company from its obligations under this Deed.

35.18 No collusive arrangements

Each Company:

- (a) warrants that, prior to that date of this Deed, it had no knowledge of the whole or any part of the business consideration fee proposed by any other proponent in its detailed proposal for the Project and had not directly or indirectly communicated its business consideration fee, or any part of such business consideration fee, to any other proponent;
- (b) warrants that it:
 - (i) has not entered into any contract or arrangement or arrived at any understanding with any other proponent or with any trade or industry association to the effect that:
 - A. it will pay money to or confer any benefit upon any other proponent; or
 - B. it will pay money to or confer any benefit upon any trade or industry association (above the published standard membership fee), as a result of entering into this Deed or providing its proposal for the Project;
 - (ii) has not made any allowance in its business consideration fee on account of a contract, arrangement or understanding of a kind referred to in clause 35.18(b)(i); and
 - (iii) has not and will not pay any money or confer any benefit on any other proponent or any trade or industry association of the kind referred to in clause 35.18(b)(i); and
- (c) acknowledges that it is aware RMS entered into this Deed in reliance upon the warranties in clauses 35.18(a) and 35.18(b).

35.19 Repayment of deposit for Tags

If the TCM Operator fails to repay the amount of the deposit paid for the issue of a Tag (as defined in the Toll Calculation Schedule) in accordance with the TCM Agreement, then WSO Co must pay the relevant amount to the relevant customer within 10 Business Days.

35.20 Ring Fencing

- (a) Subject to clause 35.20(d), the Companies must not (and must procure that the Borrower, each Holding Company of each Company, each Partner, the Partnership, the State Works Contractor and each Sponsor Entity do not) without RMS's consent enter into any transactions or arrangements, which includes any amendment, variation or waiver of a provision under any transaction or arrangement, with any Associate of a Company (**Associate Entity**) which are:
 - (i) not on an arm's length and commercial basis; or
 - (ii) unnecessary for, or of a scale and nature beyond that required for, the efficient and effective carrying out of the obligations of the Companies and the State Works Contractor under the Project Documents or the Project Documents (as defined in the NorthConnex Project Deed),

provided that whether a particular transaction or arrangement is on an arm's length

and commercial basis must be determined objectively having regard to:

- (iii) whether the Company, the Borrower, the Holding Company of a Company, the Partner, the Partnership, the State Works Contractor or the Sponsor Entity (as applicable) would have entered into the transaction or arrangement if they were:
 - A. unrelated to the Associate Entity;
 - B. free from undue influence or pressure by the Associate Entity;
 - C. through their relevant decision-makers, sufficiently knowledgeable about the circumstances of the transaction or arrangement, sufficiently experienced in business and sufficiently well advised to be able to form a sound judgment as to what is in their interests; and
 - D. concerned only to achieve the best available commercial result for themselves in all of the circumstances;
 - (iv) whether the Company, the Borrower, the Holding Company of a Company, the Partner, the Partnership, the State Works Contractor or the Sponsor Entity (as applicable) acted with the interests of any Associate Entity in mind;
 - (v) whether the Company, the Borrower, the Holding Company of a Company, the Partner, the Partnership, the State Works Contractor or the Sponsor Entity (as applicable) on the one hand and the Associate Entity on the other hand dealt with each other as arm's length parties would normally do, so that the outcome of their dealing is a matter of real bargaining; and
 - (vi) whether the transaction or arrangement represents an equivalent or better commercial outcome for the Company, the Borrower, the Holding Company of a Company, the Partner, the Partnership, the State Works Contractor or the Sponsor Entity (as applicable) than would be available from an entity other than the Associate Entity.
- (b) The Companies must bear RMS's reasonable costs and expenses (including legal costs and expenses) of and incidental to:
- (i) any enquiries which RMS may make for the purposes of determining whether to consent to the transaction or arrangement the subject of a request for consent under clause 35.20(a); and
 - (ii) the preparation, negotiation and execution of any documentation required to give effect to such transaction or arrangement, and any stamp duty or similar charges in relation to such documentation.
- (c) The Companies must include with their annual reporting provided under clause 16.1(g)(i) and their half-yearly financial report provided under clause 16.1(g)(ii), a report describing all transactions or arrangements entered into by a Company, the Borrower, a Holding Company of a Company, a Partner, the Partnership, the State Works Contractor or a Sponsor Entity with an Associate Entity in the immediately prior six month reporting period, including, as a minimum, the following details:

- (i) a statement as to whether or not the Companies consider the transactions or arrangements required consent from RMS under clause 35.20(a);
 - (ii) information as to the procurement process (if any) followed in respect of the relevant transaction or arrangement;
 - (iii) the nature of the work or services to be provided under each relevant transaction or arrangement and the fees paid or other consideration provided in respect of each transaction or arrangement in the reporting period; and
 - (iv) such other details and information regarding the relevant transactions or arrangements as may reasonably be requested by RMS.
- (d) If an emergency situation occurs in connection with the Motorway and a transaction or arrangement (within the meaning of clause 35.20(a)) with an Associate Entity is urgently required to:
- (i) provide access to emergency services or emergency traffic control;
 - (ii) prevent any occurrence that is likely to cause damage to the Motorway or compromise the safety of any person; or
 - (iii) address significant unforeseen congestion on the Motorway,
- and there is not already a transaction or arrangement (within the meaning of clause 35.20(a)) in place in accordance with the Project Documents to respond to or remedy such an emergency situation, then a Company, the Borrower, a Holding Company of a Company, a Partner, the Partnership, the State Works Contractor and/or a Sponsor Entity may, without RMS's consent, enter into the relevant transaction or arrangement for a period not exceeding 24 hours duration after the time that the relevant emergency situation commences, provided that the Companies must:
- (iv) immediately notify RMS of the relevant transaction or arrangement and the emergency situation to which it relates and provide such details and information regarding the relevant transaction or arrangement as may reasonably be requested by RMS;
 - (v) as soon as reasonably practicable after entering into the relevant transaction or arrangement and in any event no later than 7 days after the commencement of the relevant emergency situation, demonstrate to the reasonable satisfaction of RMS that the relevant transaction or arrangement:
 - A. was the best commercial outcome available in the circumstances;
 - B. does not result in a lesser commercial outcome for the Companies than would be available from an entity other than the Associate Entity;
 - C. was free from undue influence or pressure by the Associate Entity and was not entered into with the interests of the Associate Entity in mind; and

- D. was necessary for, and was not of a scale or nature beyond what was required to respond to or remedy the relevant emergency situation;
- (vi) as soon as reasonably practicable after entering into the relevant transaction or arrangement and in any event no later than 7 days after the commencement of the relevant emergency situation, provide such details, documents and information in connection with the relevant transaction or arrangement as may reasonably be requested by RMS including, without limitation:
 - A. information and records of the Company, the Borrower, the Holding Company of a Company, the Partner, the Partnership, the State Works Contractor or the Sponsor Entity in connection with all procurement processes relating to the relevant transaction or arrangement; and
 - B. the steps taken by the Company, the Borrower, the Holding Company of a Company, the Partner, the Partnership, the State Works Contractor or the Sponsor Entity to ensure that there are appropriate processes in place to respond to or remedy any continuation or recurrence of the emergency situation;
- (vii) at the end of the quarter in which the relevant transaction or arrangement was entered into, provide a written report to RMS setting out the aggregate expenditure, commitment or forgiveness required or provided under the relevant transaction or arrangement; and
- (viii) ensure that the aggregate expenditure, commitment or forgiveness required or provided under the relevant transaction or arrangement is reported in the next occurring half-yearly financial reports for the Companies.
- (e) The reference to variation in clause 35.20(a) includes a variation to or under a transaction or arrangement and including a variation, expansion or contraction of the scope of services and any instruction for the performance of any additional services whether contemplated under the transaction or arrangement or not.
- (f) The parties acknowledge and agree that by entering into this Deed, RMS is deemed to have consented to the following agreements to the extent such agreements require consent under clause 35.20(a):
 - (i) the O&M Agreement;
 - (ii) the TCM Agreement;
 - (iii) the TCM Technical Services Agreement;
 - (iv) the Technology Implementation and Services Agreement;
 - (v) the WSO Co Funding Facility Deed;
 - (vi) the Management Services Agreement;
 - (vii) the NorthConnex/M7 Interface Deed;

- (viii) M7 Concession Enhancement Payment Deed between WSO Co Pty Limited and NorthConnex Company Pty Limited;
- (ix) Intercompany Funding and Payment Directions Deed between NorthConnex Finance Pty Limited, NorthConnex Company Pty Limited, NorthConnex State Works Contractor Pty Limited and WSO Co Pty Limited; and
- (x) each of the Integration Finance Documents and the Integration Project Documents, the Integration Equity Documents and the NorthConnex Amending Deed.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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39. Not Used.

Schedule 1
Form of Unconditional Undertaking

(Clause 1.1, 13.1 and 15.5)

Part A

This Deed Poll ("**Undertaking**") made the day of 20

In favour of: **Roads and Maritime Services ("RMS")**

Given by: [REDACTED] (each a "**Bank**"
and collectively "**Banks**") severally.

Recitals

- A. By a deed dated 13 February 2003 ("**Deed**") between WestLink Motorway Limited (ABN 63 096 512 300) and WSO Co Pty Limited (ACN 102 757 924) (each a "**Company**" and collectively "**Companies**") and RMS, the Companies agree to carry out certain works.
- B. Under the provisions of the Deed, the Companies are required to provide this Undertaking to RMS.
- C. This Undertaking is provided at the request of Leighton Contractors Pty Limited and Abigroup Contractors Pty Limited (each a "**Contractor**" and collectively "**Contractors**") under the Syndicated Facility Performance Bond Agreement dated between, amongst others, the Banks as Participants, [REDACTED] (the "**Agent**") and the Contractors as Customer ("**Syndicated Facility Agreement**" and together with any security document or ancillary or collateral document entered into pursuant thereto the "**Finance Documents**").

Operative

1. Each Bank unconditionally and irrevocably undertakes and covenants to pay to RMS on demand without reference to either Company or either Contractor and notwithstanding any notice given by either Company or either Contractor to the Banks not to do so, their share as set out in the Schedule ("**Share**") of any sum or sums which may from time to time be demanded in writing by RMS. The maximum liability of all of the Banks in aggregate under this Undertaking is the sum of \$ ("**Maximum Liability**").
2. Subject to paragraph 3, each Bank's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of its Share of the Maximum Liability or RMS notifies the Agent that this Undertaking is no longer required.
3. Despite any other provision of this Undertaking, this Undertaking expires on the date which is 5 years from the date of this Undertaking.
4. The liability of the Banks under this Undertaking will not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Banks) in any of the stipulations or provisions of the Deed or the Finance Documents or acts or things to be executed, performed and done under the Deed or the Finance Documents or by reason of any breach or breaches of the Deed by either Company or RMS or any breach or breaches of the Finance Documents by any party thereto.
5. Payment by each Bank hereunder shall be made against delivery to the Agent of a demand for payment made under this Undertaking which shall be delivered to the address of the Agent as follows or such other address in Sydney as notified in writing by the Agent to RMS:

[REDACTED]

[REDACTED]

[REDACTED]

Attention: []

Delivery of the demand for payment to the Agent will be deemed to be delivery of demand for payment to each Bank (whether or not the Agent is a Bank). No requirement or obligation in any Finance Document shall in any way affect the obligation of each Bank to make payment of its Share of the amount specified in the demand for payment upon delivery of the demand for payment to the Agent.

6. Each Bank must pay its Share of the amount specified in the demand for payment in clear funds to the account specified in the demand for payment on or before the time specified for payment.
7. The Agent is not liable to make any payment under this Undertaking except where it is a Bank under this Undertaking and then only to the extent of its liability in that capacity. Further, the Agent is not responsible for the performance of any other Bank and no Bank is responsible for the performance of any other Bank or the Agent.
8. If:
 - (1) if there is any new agent ("**Replacement Agent**") appointed to the Syndicated Facility Agreement in replacement of the Agent; or
 - (2) any Bank wishes to substitute another bank (which bank shall be a bank licensed in Australia satisfactory to RMS and with a credit rating of [REDACTED] (S&P) (or as otherwise agreed by RMS, the Banks and the Agent) ("**New Bank**") in respect of all or part of its Share of the Maximum Liability,

RMS must accept a new undertaking on the same terms, except as provided below, as this Undertaking executed by the New Bank and any continuing Banks in replacement of this Undertaking ("**Replacement Undertaking**") and RMS must simultaneously return this Undertaking to the Agent. The Replacement Undertaking shall be for the period commencing from the date of the Replacement Undertaking until the date set out in paragraph 3 above. The amount of the Replacement Undertaking shall not exceed the difference between the Maximum Liability and the amounts previously demanded and paid by the Banks under this Undertaking. If there has been a Replacement Agent appointed the Replacement Undertaking will contain its name and details in replacement of those for the Agent.

9. This Undertaking shall not be assigned or transferred by RMS without the prior written consent of the Agent, which consent will not be unreasonably withheld or delayed. No such consent will be required if the proposed assignee or transferee is the Crown in right of the State of New South Wales or a statutory body representing the Crown in right of the State of New South Wales.
10. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Schedule

Banks	Share (%)
[REDACTED]	[REDACTED]

Signed as a deed poll by the Banks and the Agent.

Signed sealed and delivered for and on behalf of [REDACTED] by [REDACTED]

its Attorney under a Power of Attorney dated [REDACTED] and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature

Signature of Witness

Name of Witness in full

Signed sealed and delivered for and on behalf of [REDACTED] its Attorney under a Power of Attorney dated [REDACTED] and [REDACTED] and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature

Signature of Witness

Name of Witness in full

Part B

This Deed Poll ("Undertaking") made the _____ day of _____ 20____

In favour of: Roads and Maritime Services ("RMS")

Given by: ("Bank")

Recitals

- A. By a deed dated 13 February 2003 ("**Deed**") between WestLink Motorway Limited (ABN 63 096 512 300) and WSO Co Pty Limited (ACN 102 757 924) (each a "**Company**") and RMS, the Companies agree to carry out certain works.
- B. Under the provisions of the Deed, the Companies are required to provide this Undertaking to RMS.

Operative

- 1. The Bank unconditionally undertakes and covenants to pay to RMS on demand without reference to either Company and notwithstanding any notice given by either Company to the Bank not to do so, any sum or sums which may from time to time be demanded in writing by RMS to a maximum aggregate sum (for both Companies) of # (\$#).
- 2. The Bank's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or RMS notifies the Bank that this Undertaking is no longer required.
- 3. The liability of the Bank under this Undertaking will not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Bank) in any of the stipulations or provisions of the Deed or acts or things to be executed, performed and done under the Deed or by reason of any breach or breaches of the Deed by either Company or RMS.
- 4. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Signed as a deed poll.

Signed sealed and delivered for and on behalf of [_____] by [_____] its Attorney under a Power of Attorney dated and registered Book _____ No. _____ and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature

Signature of Witness

Name of Witness in full

Schedule 2
Form of Certificate of Completion

(Clauses 1.1 and 11)

Given pursuant to clause 11 of the Western Sydney Orbital Project Deed ("**Project Deed**") dated 13 February 2003 between Roads and Maritime Services, WestLink Motorway Limited and WSO Co Pty Limited.

TO: WestLink Motorway Limited and WSO Co Pty Limited

1. Pursuant to and for the purposes of the Project Deed the Independent Verifier hereby certifies to the Company and Roads and Maritime Services that all of the conditions precedent to Completion of Stage [] have been achieved and that Completion of Stage [] occurred on [].
2. This certificate is copied to the following:
 - (a) Abigroup Contractors Pty Limited and Leighton Contractors Pty Limited; and
 - (b) National Australia Bank Limited as Security Trustee for and on behalf of the Financiers.
3. Capitalised terms defined in the Project Deed have the same meaning where used in this certificate.
4. This certificate may only be relied on by the parties to the Project Deed and the Financiers.
5. This certificate is issued on [].

Signed for and on behalf of **Sinclair Knight Merz Pty Limited** by
in the presence of:

Signature

Signature of Witness

Name of Witness in full

Schedule 3 Completion Pre-conditions

(Clause 1.1)

1. In respect of both Stage 1 and Stage 2:
 - (a) RMS has been provided with:
 - (i) all certificates required by the Certification Schedule;
 - (ii) a copy of all the independent road safety audits required by section 7.16 of the Scope of Works and Technical Criteria;
 - (iii) a summary prepared by the Quality Manager pursuant to clause 5.3(b)(ii) of this Deed on all quality issues;
 - (iv) all documents relating to all non-conformances pursuant to clause 5.4(c) of this Deed;
 - (v) copies of all site investigation reports and property conditions surveys pursuant to section 4.1(b) of the Scope of Works and Technical Criteria;
 - (vi) details of the location of Services pursuant to section 6.3(i) of the Scope of Works and Technical Criteria; and
 - (vii) copies of Approvals from Authorities for the drainage design pursuant to section 7.10.1(c) of the Scope of Works and Technical Criteria; and
 - (b) the Companies have vacated and reinstated all Temporary Areas and any other land affected by or used for the purposes of the Temporary Works for the relevant Stage.
2. In addition to the requirements set out in paragraph 1, in respect of Stage 1:
 - (a) RMS has been provided with:
 - (i) a copy of the O&M Manuals, the revised Environmental Management Plan for the O&M Work and the revised O&M Plan for Stage 2, each as approved by RMS;
 - (ii) copies of all Approvals required to open, use and operate the Motorway; and
 - (iii) evidence of the insurance policies required by clause 22.4 being effected in accordance with this Deed;
 - (iv) a notice in accordance with clause 11.5(c) of this Deed;
 - (v) a written notice of the kind referred to in clause 12.3(a)(i) of the Deed from the relevant Authority for each discrete part of the Local Road Works which is required to be completed as part of Stage 1;
 - (vi) a written notice of the kind referred to in clause 12.4(a)(i) of the Deed from the relevant Authority for of each discrete part of the Service Works which is necessary or required to be completed so that the Motorway may be opened to the public for the safe, efficient and continuous passage of motor vehicles; and

-
- (vii) the bridge inventory details required in accordance with Appendix 26 to the Scope of Works and Technical Criteria;
 - (b) the New South Wales Fire Brigades has approved all fire fighting systems on the Motorway and the structure and materials of any tunnels on the Motorway; and
 - (c) RMS has approved the Companies' Asset Management System as required under section 9.8.1 of the Scope of Works and Technical Criteria.
3. In addition to the requirements set out in paragraph 1, in respect of Stage 2:
- (a) RMS has received a copy of a written notice of the kind referred to in clause 12.3(a)(i) from the relevant Authority for all parts of the Local Road Works;
 - (b) RMS has received a copy of a written notice of the kind referred to in clause 12.4(a)(i) of this Deed from the relevant Authority in respect of each discrete part of the Service Works which was not completed as part of Stage 1;
 - (c) all signage has been removed and damage reinstated in accordance with clause 9.9(c) of this Deed;
 - (d) "as built" drawings of the Project Works pursuant to Appendix 59 of the Scope of Works and Technical Criteria in respect of Stage 1 and Stage 2;
 - (e) the written releases or statements required pursuant to clause 4.2(a)(ii) of this Deed in respect of any Extra Land in respect of Stage 1 or Stage 2;
 - (f) copies of all property and land surveys pursuant to section 4.1(b) of the Scope of Works and Technical Criteria in respect of Stage 1 and Stage 2;
 - (g) RMS has received and approved the durability assessment reports required by clause 1.3 of Appendix 59 to the Scope of Works and Technical Criteria; and
 - (h) all known Defects in respect of Stage 1 have been corrected.

Schedule 4

M4/Horsley Drive Works

RMS confirms that, notwithstanding anything else contained in this Deed:

1. the warranty in clause 6.2(a) of this Deed will only apply to the works described in Part 1 of the Appendix to this Schedule (the "**M4 Works**") once either:
 - (a) RMS determines that a modification of the Planning Minister's Approval is not required in respect of the M4 Works; or
 - (b) if RMS determines to request the Minister for Planning to modify the Planning Minister's Approval in respect of the M4 Works, the Planning Minister determines to modify the Planning Minister's Approval in respect of the M4 Works,

whichever first occurs.

If the Planning Minister makes a determination as specified in paragraph (b) above, then the term "M4 Works" shall incorporate any matters addressed by that determination.

If RMS determines that a modification is not required, a subsequent Court ruling to the contrary will not be treated as giving rise to a breach of the warranty in clause 6.2(a) of this Deed;

2. the warranty in clause 6.2(a) of this Deed will only apply to the works described in Part 2 of the Appendix to this Schedule (the "**Horsley Drive Works**") once either:
 - (a) RMS determines that a modification of the Planning Minister's Approval is not required in respect of the Horsley Drive Works; or
 - (b) if RMS determines to request the Minister for Planning to modify the Planning Minister's Approval in respect of the Horsley Drive Works, the Planning Minister determines to modify the Planning Minister's Approval in respect of the Horsley Drive Works,

whichever first occurs.

If the Planning Minister makes a determination as specified in paragraph (b) above, then the term "Horsley Drive Works" shall incorporate any matters addressed by that determination.

If RMS determines that a modification is not required, a subsequent Court ruling to the contrary will not be treated as giving rise to a breach of the warranty in clause 6.2(a) of this Deed;

3. if there is a legal challenge in relation to:
 - (a) RMS's determination that a modification of the Planning Minister's Approval is not required in respect of the M4 Works and/or the Horsley Drive Works; or
 - (b) if RMS determines to request the Minister for Planning to modify the Planning Minister's Approval in respect of the M4 Works and/or the Horsley Drive Works, the Planning Minister's determination to modify the Planning Minister's Approval in respect of the M4 Works and/or the Horsley Drive Works,

then the fact that this causes the Companies to be in breach of the warranty in clause 6.2(a) of this Deed will not, of itself, affect any entitlement which the Companies might otherwise have to compensation under clause 6.3(b) of this Deed; and

4. the Companies will bear all costs (including time-related costs) associated with:

- (a) the environmental assessment process for the M4 Works and the Horsley Drive Works; and
- (b) carrying out the M4 Works and the Horsley Drive Works, including any changes to those works that are required as a result of the environmental assessment referred to in paragraph (a) above,

as if the M4 Works and the Horsley Drive Works were Changes proposed by a Company under clause 9.6 of this Deed.

Appendix

1. **M4 Interchange**

The M4 interchange proposed in the concept design contained in the Representations Report from the RTA dated September 2001 ("**Representations Report**") was to be a three level configuration above ground. The concept design contained in the Scope of Works and Technical Criteria relocates the ramps to produce a four level above ground interchange with a similar overall height and footprint envelope. In particular, the M4 westbound to the Motorway northbound and M4 eastbound to the Motorway southbound ramps are not now under the M4 but are now overpass.

2. **WSO Alignment - Horsley Drive to Villiers Road**

The vertical alignment of the Motorway in the vicinity of Horsley Drive, Saxony Road and Villiers Road will be lower than that proposed in the concept design contained in the Representations Report. In the concept design contained in the Representations Report these three roads crossed the Motorway as underpasses. As a result of the lower vertical alignment in the concept design contained in the Scope of Works and Technical Criteria, these three roads will cross the Motorway as overpass and minor adjustments are necessary to the WSO on-ramp adjacent to Villiers Road.

Schedule 5

- [REDACTED]
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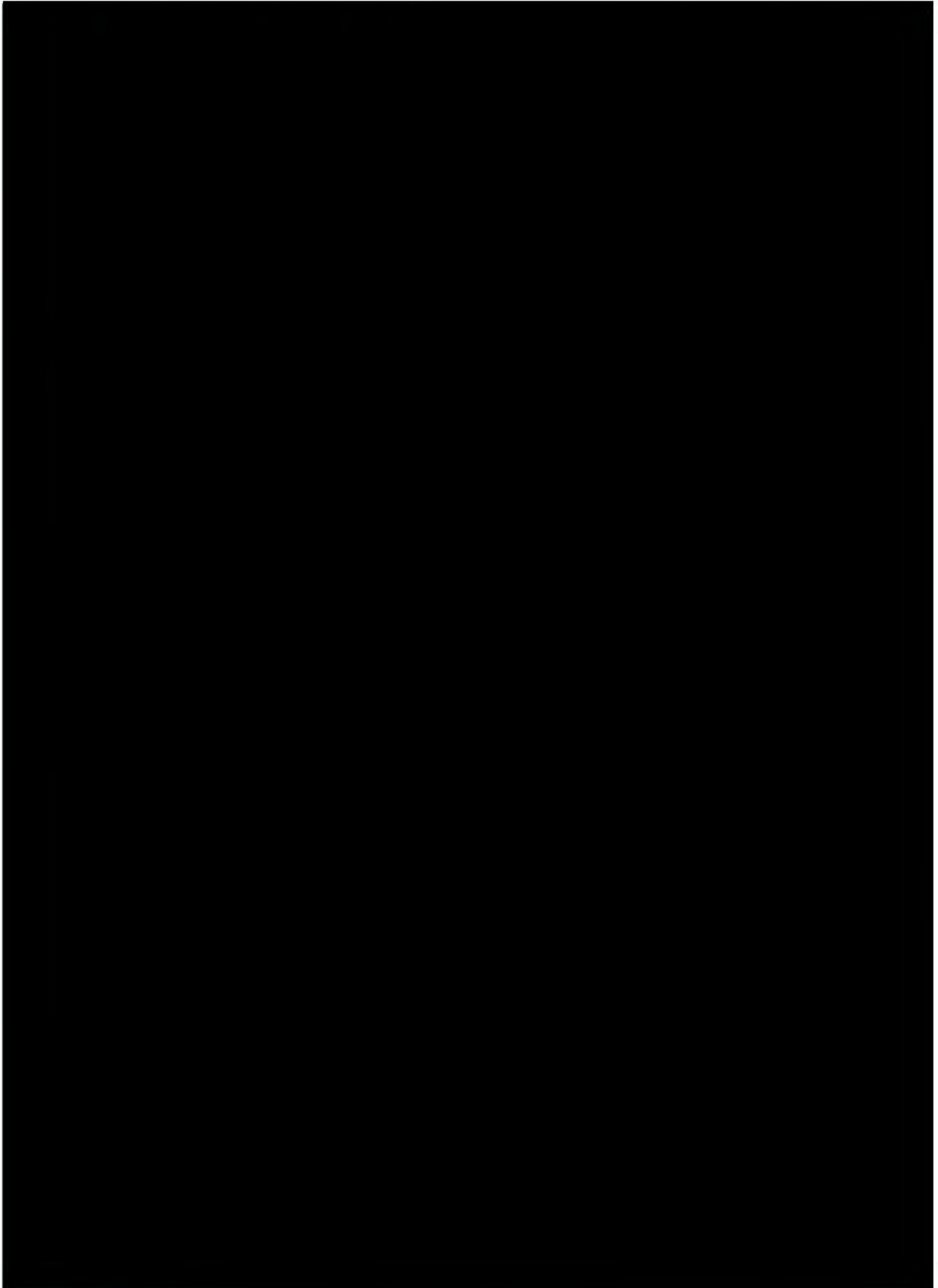
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Schedule 6
Commercially Sensitive Information





Schedule 7 Consumer Price Index

(Clause 1.1 and 15.5)

"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. Subject only to clause 3 of Schedule 8, 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 (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 (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 (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 (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 8 Toll Calculation Schedule

(Clause 17.1)

1. Definitions

The following terms where used in this Schedule 8 will have the meanings given below:

"Account Holders" means persons who have an account with WSO Co.

"Additional Account Services" means the following products and/or services offered by WSO Co to Account Holders in addition, or an alternative, to a Standard Account from time to time:

- (a) establishing and maintaining additional or special accounts;
- (b) providing transaction statements other than the quarterly Summary Transaction Statements referred to in clause 7.1 of this Schedule 8;
- (c) establishing and maintaining post pay accounts in the names of Account Holders;
- (d) establishing and maintaining accounts for a fixed period in the name of the Account Holder;
- (e) pre-paid manual topping-up of accounts by Account Holders;
- (f) linking associated Casual Users to the Account Holder's account;
- (g) providing a non-Tag pre-paid or post pay account to Casual Users;
- (h) managing customer contact and account restoration in lieu of enforcement procedures in cases of non payment including through credit card or direct debit failure; and
- (i) such other products or services implemented by WSO Co from time to time in relation to the administration of accounts to meet market demand as approved by RMS (such approval not to be unreasonably withheld).

"Administration Fee" means:

- (a) in clause 7.2 of this Schedule 8, a fee for administering the use of the Motorway by Casual Users, as determined in accordance with clause 7.2 of this Schedule 8; and
- (b) in clause 7.3 of this Schedule 8, a fee for administering Additional Account Services, as determined in accordance with clause 7.3 of this Schedule 8.

"Base Rate" means the rate specified in clause 2.1 of this Schedule 8, as adjusted in accordance with clause 4.1 of this Schedule 8.

"Base Toll Cap" means the amount specified in clause 2.2 of this Schedule 8 as adjusted in accordance with clause 4.2 of this Schedule 8.

"Casual User" means a user of a Vehicle without a Tag.

"Casual User System" means the system and equipment used to manage, process and administer revenue collection from Casual Users including office premises and fitout, hardware, software and office systems.

"Charge Toll" means, in respect of a Trip, the toll which WSO Co levies for that Trip in accordance with clause 6.2 of this Schedule 8.

"Heavy Vehicle" means a Vehicle which is not a Passenger Vehicle.

"Heavy Vehicle Toll" means the toll on Heavy Vehicles calculated in accordance with this Schedule 8.

"Interoperable Motorway" means any other tollway which has an agreement with WSO Co for interoperability of Tags.

"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.

"Standard Account" means a pre-paid account which:

- (a) includes a refundable deposit relevant to the provision of a Tag; and
- (b) provides for the automatic top-up of a pre-paid account balance linked to a credit card or bank account.

"Summary Transaction Statement" means a statement of usage and tolls paid for use of the Motorway or an Interoperable Motorway referable to a Tag on a trip basis indicating the date, time of day and toll paid.

"Tag" means a transponder or other device in proper working order which electronically registers a Trip.

"Theoretical Rate" means, in respect of a Quarter, the theoretical rate for that Quarter calculated in accordance with clause 3.1 of this Schedule 8.

"Theoretical Toll" means, in respect of Trip, the theoretical toll for that Trip calculated in accordance with clause 6.1 of this Schedule 8.

"Theoretical Toll Cap" means, in respect of a Quarter, the theoretical toll cap for that Quarter calculated in accordance with clause 3.2 of this Schedule 8.

"Tollable Sections" means the tollable sections identified in clause 5.1 of this Schedule 8 and any new tollable sections created by dividing a tollable section identified in clause 5.1 of this Schedule 8 into two or more tollable sections as contemplated by clause 5.2 of this Schedule 8.

"Trip" means journey by a Vehicle on the Motorway which commences when the Vehicle enters the Motorway and ends when the Vehicle leaves the Motorway. If after leaving the Motorway the Vehicle re-enters the Motorway then it commences a new Trip.

"Users" means users of the Motorway.

"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.

"Video Enforcement System" means a system which enables, by means of photographic images or such other means as agreed between RMS and WSO Co, the processing of Casual Users that complete a Trip.

2. Base Rate and Base Toll Cap

2.1 Base Rate

The Base Rate is set at 1 July 2000 and is \$0.25 per kilometre, including GST.

2.2 Base Toll Cap

The Base Toll Cap is set at 1 July 2000 and is \$5.00, including GST.

3. Theoretical Rate and Theoretical Toll Cap

3.1 Theoretical Rate

WSO Co must review the Theoretical Rate once each Quarter in accordance with this Schedule 8.

The Theoretical Rate for a Quarter must be calculated in accordance with the following formula:

$$\text{Theoretical Rate}_n = \frac{\text{CPI}_{n-2}}{\text{CPI}_{\text{Base}}} \times \text{BaseRate}$$

Where:

Theoretical Rate_n = the Theoretical Rate for the current Quarter;

CPI_{n-2} = at any date, the CPI for the Quarter which is 2 Quarters prior to the current Quarter;
and

CPI_{Base} = the CPI for the Quarter expiring on 31 March 2000.

3.2 Theoretical Toll Cap

WSO Co must review the Theoretical Toll Cap once each Quarter in accordance with this Schedule 8.

The Theoretical Toll Cap for a Quarter must be calculated in accordance with the following formula:

$$\text{Theoretical Toll Cap}_n = \frac{\text{CPI}_{n-2}}{\text{CPI}_{\text{Base}}} \times \text{BaseTollCap}$$

Where:

Theoretical Toll Cap_n = the Theoretical Toll Cap for the current Quarter;

CPI_{n-2} = at any date, the CPI for the Quarter which is 2 Quarters prior to the current Quarter;
and

CPI_{Base} = the CPI for the Quarter expiring on 31 March 2000.

4. GST

4.1 Base Rate

If, 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 Rate which will apply for the purposes of clause 3.1 of this Schedule 8 after the date on which the GST Rate Change becomes effective will be the Base Rate adjusted in accordance with the following formula:

$$\text{Base Rate} = Y \times [1 + X]$$

Where:

X = the rate of GST, expressed as a decimal, under GST law applicable after the GST Rate Change; and

Y = \$0.2273.

4.2 Base Toll Cap

If, 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 Cap which will apply for the purposes of clause 3.2 of this Schedule 8 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:

X = the rate of GST, expressed as a decimal, under GST law applicable after the GST Rate Change; and

Y = 4.5455.

5. Lengths of Tollable Sections

5.1 Lengths of Tollable Sections

For the purposes of this Schedule 8, the length of each Tollable Section will be taken to be as set out in the following table:

Tollable Section	Length (km)
1. Camden Valley Way - Bernera Road	3.15
2. Bernera Road - Cowpasture Road	2.26
3. Cowpasture Road - Elizabeth Drive	5.36
4. Elizabeth Drive / M12 Motorway – Horsley Drive	4.08
5. Not used	Not used

Tollable Section	Length (km)
6. Horsley Drive - Old Wallgrove Road	3.62
7. Old Wallgrove Road - M4 Motorway	1.35
8. M4 Motorway - Great Western Highway	0.99
9. Great Western Highway - Woodstock Avenue	3.65
10. Woodstock Avenue - Power Street	0.95
11. Power Street - Richmond Road	2.12
12. Richmond Road - Quakers Hill Parkway	2.55
13. Quakers Hill Parkway - Sunnholt Road	4.08
14. Sunnholt Road - Norwest Boulevard	2.14
15. Norwest Boulevard - Old Windsor Road	1.48
16. Old Windsor Road - M2 Motorway	1.71

5.2 Length of new Tollable Sections created by additional connections to Motorway

- (a) RMS and WSO Co acknowledge that:
- (i) a Tollable Section set out in clause 5.1 of this Schedule 8 may be divided into two or more new Tollable Sections if a road is connected to the Motorway at a location other than those locations identified in clause 5.1 of this Schedule 8 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 clause 5.1 of this Schedule 8 does not entitle a Party to seek to change the length of that Tollable Section.
- (b) RMS and WSO Co agree that the following principles will be adopted (so far as is practicable) to determine the lengths of new Tollable Sections:
- (i) Subject to clauses 5.2(b)(ii), 5.2(b)(iii), 5.2(b)(iv), 5.2(b)(v), 5.2(b)(vi) and 5.2(b)(vii) of this Schedule 8, 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 Motorway carriageways.
 - (ii) In the case of the northbound connection near Villiers Road, the lengths of adjoining Tollable Sections will be determined by reference to the point where the centreline running between the Motorway carriageways crosses the centreline of Villiers Road.
 - (iii) In the case of the Old Wallgrove Road interchange, the lengths of adjoining Tollable Sections will be determined by reference to the point where the centreline running between the Motorway carriageways crosses the centreline of the Old Wallgrove Road west-east access link

running over the Motorway.

- (iv) In the case of the Norwest Boulevard interchange, the lengths of adjoining Tollable Sections will be determined by reference to the point where the centreline of the overbridge of the connecting west-bound on ramp crosses the centreline running between the Motorway carriageways.
 - (v) In the case of the southern limit of the Motorway at the interchange with the M5 Motorway, the length of the adjoining Tollable Section will be determined by reference to the point where the centreline of the overbridge on Camden Valley Way crosses the centreline of the north-bound Motorway carriageway.
 - (vi) In the case of the northern limit of the Motorway at the interchange with the M2 Motorway, the length of the adjoining Tollable Section will be determined by reference to the point where the centreline of the M2 east-bound carriageway from Abbott Road to the M2 crosses the Motorway connection to the M2.
 - (vii) The sum of the lengths of two or more new Tollable Sections must be equal to the length of the Tollable Section set out in clause 5.1 of this Schedule 8, from which the new Tollable Sections were created.
- (c) If RMS or WSO Co (the "**Requesting Party**") wishes to create new Tollable Sections from those set out in clause 5.1 of this Schedule 8 to reflect the connection of a road to the 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 clause 5.2(c) of this Schedule 8:
- (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 clause 5.2(d) of this Schedule 8, 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 26.

6. Charge Toll

6.1 Theoretical Toll

The Theoretical Toll for a Trip will be calculated in accordance with the following formula:

$$\text{Theoretical Toll} = A \times B$$

Where:

A = the sum of the lengths of the Tollable Sections through which the Vehicle passes during the Trip; and

B = the Theoretical Rate for the Quarter during which the Trip occurs.

6.2 Charge Toll

Subject to clauses 6.3 and 9 of this Schedule 8, WSO Co may levy a toll for each Trip by a Vehicle on the Motorway which does not exceed either:

- (a) the Theoretical Toll for that Trip, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); or
- (b) the Theoretical Toll Cap, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢).

6.3 Increases to Charge Toll

- (a) Subject to clause 6.3(d) of this Schedule 8, if WSO Co wishes to increase the Charge Toll for a Trip, a Company must provide RMS with written notice of:
 - (i) the Charge Toll for that Trip for the next Quarter; and
 - (ii) the date on which WSO Co proposes to commence levying that Charge Toll which must not be earlier than the next Quarterly Date,
 at least 20 Business Days prior to such date.
- (b) Subject to clause 6.3(d) of this Schedule 8, WSO Co may levy the increased Charge Toll from the time which is no earlier than 12.00 am on the date referred to in clause 6.3(a)(ii) of this Schedule 8.
- (c) If a new State or Commonwealth tax is imposed, or an existing State or Commonwealth tax is increased, on the tolls levied by WSO Co in connection with the Project, WSO Co will be entitled to increase the tolls charged above the rate that would otherwise be permitted by this Schedule 8 (which may include an increase in the Base Rate and/or the Base Toll Cap) for each quarter 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 WSO Co 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 WSO Co as part of the change.
- (d) RMS acknowledges and agrees that:
 - (i) clauses 6.3(a) and 6.3(b) of this Schedule 8 do not apply to the increases in the Charge Toll for Heavy Vehicles that are contemplated by clause 9(a) of this Schedule 8 to apply:
 - A. if NorthConnex Financial Close occurs on or before 31 December 2014, in respect of the first Quarter following the date of NorthConnex Financial Close; or

- B. if NorthConnex Financial Close occurs on or after 1 January 2015:
- 1) on and from the date that is 5 Business Days after the date of NorthConnex Financial Close and for the remainder of the Quarter in which NorthConnex Financial Close occurs; and
 - 2) in respect of the first full Quarter following the date of NorthConnex Financial Close; and
- (ii) in respect of the increases in the Charge Toll for Heavy Vehicles referred to in clause 6.3(d)(i) of this Schedule 8, WSO Co may levy the increased Charge Toll from the time which is no earlier than 12.00 am on the relevant date following the date of NorthConnex Financial Close as contemplated by clause 9(a) of this Schedule 8.

7. Administration Fees

7.1 Standard Account

- (a) WSO Co must offer a Standard Account to all Users.
- (b) Subject to 7.3(b), WSO Co must not levy any fee or other charge for the provision or use of a Standard Account.
- (c) WSO Co must provide to the Account Holder of a Standard Account who has used the Motorway or an Interoperable Motorway in the previous quarter, without charge:
 - (i) a quarterly Summary Transaction Statement; and
 - (ii) such GST statements as may be required by Law.

7.2 Casual Users

- (a) WSO Co must give Casual Users that complete a Trip an opportunity or opportunities to pay the Charge Toll as a deferred toll consistent with the procedures adopted by other private tollway operators from time to time.
- (b) RMS consents to WSO Co levying an Administration Fee for providing a temporary tag or allowing a Casual User to pay the Charge Toll as a deferred toll.
- (c) The Administration Fee for any Quarter (including the initial Administration Fee) will be as reasonably determined by WSO Co in consultation with RMS having regard to:
 - (i) different Casual User products that WSO Co may wish to implement from time to time;
 - (ii) the actual and anticipated number of Casual Users;
 - (iii) the anticipated recovery rate of Charge Tolls and Administration Fees payable by Casual Users in comparison to Charge Tolls and Administration Fees actually received from Casual Users; and
 - (iv) the objective of encouraging Vehicles to have a Tag,

and so as to enable the recovery of the actual direct and indirect costs of operating and maintaining the Casual User System and processing, administrating and collecting revenue from Casual Users, including all costs associated with:

- (v) operation of the Video Enforcement System;
 - (vi) data maintenance and reconciliation;
 - (vii) administration and operation of the call centre, internet website and other systems established for Casual Users to contact WSO Co;
 - (viii) communications, postage and stationery;
 - (ix) maintenance, repair, refurbishment and replacement of the Casual User System;
 - (x) provision for bad and doubtful debts; and
 - (xi) any other unrecoverable costs associated with Casual Users.
- (d) WSO Co must give Casual Users prior notice of the amount of the Administration Fee.
- (e) WSO Co may review the Administration Fee once each Quarter. If WSO Co wishes to change the Administration Fee, WSO Co must provide RMS with written notice of:
- (i) the new Administration Fee for the next Quarter and provide in reasonable detail supporting information for the basis of calculating the new Administration Fee having regard to the principles outlined in clause 7.2(c) of this Schedule 8; and
 - (ii) the date on which WSO Co proposes to commence charging the new Administration Fee which must not be earlier than the next Quarterly Date,
- at least 20 Business Days prior to such date.
- (f) The new Administration Fee may be charged from the time which is no earlier than 12.00am on the date referred to in clause 7.2(e)(ii) of this Schedule 8.
- (g) Without limiting clause 7.2(c) of this Schedule 8, the Parties currently anticipate that the initial Administration Fee will be in the range of \$0.20 to \$1.75 for any single Trip by a Casual User.

7.3 Additional Account Services

- (a) Subject to 7.3(b), RMS consents to WSO Co levying an Administration Fee for the provision of Additional Account Services.
- (b) Administration Fees for the provision of Additional Account Services may only be levied to Standard Accounts where:
 - (i) the customer specifically requests the Additional Account Service and it is additional to the service provided in a Standard Account; or
 - (ii) paragraph (h) of the definition of Additional Account Services applies.

- (c) The Administration Fees for any Quarter (including initial Administration Fees) in relation to an Additional Account Service will be as reasonably determined by WSO Co in consultation with RMS so as to enable the recovery of the actual direct and indirect costs of operating and maintaining that Additional Account Service and processing, administering and collecting revenue from Users in respect of that Additional Account Service.
- (d) WSO Co must give Account Holders prior notice of the amount of relevant Administration Fees.
- (e) WSO Co may review the Administration Fees once each Quarter. If WSO Co wishes to change an existing or introduce a new Administration Fee, WSO Co must provide RMS with written notice of:
- (i) the new Administration Fee for the next Quarter and provide in reasonable detail supporting information for the basis of calculating the new Administration Fee having regard to the principles outlined in clause 7.3(c) of this Schedule 8; and
 - (ii) the date on which WSO Co proposes to commence charging the new Administration Fee which must not be earlier than the next Quarterly Date,
- at least 20 Business Days prior to such date.
- (f) The new Administration Fee may be charged from the time which is no earlier than 12.00am on the date referred to in clause 7.3(e)(ii) of this Schedule 8.
- (g) The Parties acknowledge that Administration Fees set out in this clause 7.3 of this Schedule 8 are not to be levied in respect of Trips on the Motorway by any Account Holder or User who complies with the terms and conditions of any Tag account applicable to it.

8. Exempt Vehicles

Notwithstanding anything else in this Deed, WSO Co must not levy any toll on the use of the Motorway by any bus being used to provide a regular passenger service (as defined in the *Passenger Transport Act 1990* (NSW)) or any other vehicle which is exempt under the Roads Act or its Regulations as at the date of this Deed.

9. Increase in Heavy Vehicle Toll

- (a) Subject to paragraphs (b) and (c), and, where required by clause 6.3(a) of this Schedule 8, to a Company providing RMS with written notice in accordance with clause 6.3(a) of this Schedule 8, commencing from the date of NorthConnex Financial Close, WSO Co may levy a toll for each Trip by a Heavy Vehicle on the Motorway as follows:
- (i) if NorthConnex Financial Close occurs on or before 31 December 2014, in accordance with the following table:

Quarter following NorthConnex Financial Close	Heavy Vehicle Toll multiple of the then current Passenger Vehicle toll
First	1.22

Second	1.44
Third	1.67
Fourth	1.89
Fifth	2.11
Sixth	2.33
Seventh	2.56
Eighth	2.78
Ninth and each Quarter thereafter	3.00

- (ii) if NorthConnex Financial Close occurs on or after 1 January 2015, in accordance with the table in paragraph (a)(i), subject to the following adjustments:
- A. the Heavy Vehicle Toll multiple for the First Quarter (or part thereof) following NorthConnex Financial Close will apply on and from the date that is 5 Business Days after the date of NorthConnex Financial Close and will apply for the remainder of the Quarter in which NorthConnex Financial Close occurs; and
- B. the Heavy Vehicle Toll multiple for the Second Quarter following NorthConnex Financial Close will apply on and from the first Quarterly Date following the date of NorthConnex Financial Close, and thereafter each Heavy Vehicle Toll multiple will apply on and from the next occurring Quarterly Date.

- (b) In the circumstances of either NorthConnex RMS Abandonment or NorthConnex RMS Completion, unless otherwise agreed, RMS must:

- (i) once it has recovered the NorthConnex Shortfall Amount from the Heavy Vehicle Toll Uplift Account and there is no reasonable prospect of any further NorthConnex Shortfall Amount arising; or
- (ii) at its election, at any earlier time (in which case it will forgo any right to any further recovery of the NorthConnex Shortfall Amount),

by notice to WSO Co cancel the Heavy Vehicle toll provided for in paragraph (a) above and from such time Heavy Vehicles will return to being tolled in the same manner as Passenger Vehicles under this Schedule 8.

- (c) If a NorthConnex Termination Event occurs, unless otherwise agreed, RMS must as soon as reasonably practicable after the termination of the NorthConnex Project Deed, by notice to WSO Co cancel the Heavy Vehicle toll provided for in paragraph (a) above and from such time Heavy Vehicles will return to being tolled in the same manner as Passenger Vehicles under this Schedule 8.

Schedule 9 Approvals

(Clause 6.1)

Part A: Approvals to be obtained by RMS

Planning Minister's Approval.

Part B: Conditions of Planning Minister's Approval to be undertaken by RMS

RMS will comply with those conditions of the Planning Minister's Approval as specified in the following table:

Planning Minister's Approval condition number	Extent of RMS's responsibility for the Planning Minister's Approval condition specified
1.	RMS will comply with the last paragraph of condition 1.
3.	RMS will comply with condition 3 to the extent it applies to RMS's allocated responsibility as set out in this Schedule 9.
4.	RMS will provide to the Companies such information as is required to satisfy the condition to the extent that it relates to those of the Planning Minister's Approval conditions which are to be complied with by RMS as set out in this Schedule 9.
5.	RMS will provide to the Companies such information as is required to satisfy the condition to the extent that it relates to those of the Planning Minister's Approval conditions which are to be complied with by RMS as set out in this Schedule 9.
27.	RMS will provide to the Companies such information as is required to satisfy the condition to the extent that it relates to those of the Planning Minister's Approval conditions which are to be complied with by RMS as set out in this Schedule 9.
30.	As between RMS and the Companies, RMS will comply with all of condition 30. Otherwise, the Company must comply with condition 30 in respect of its contractors.
33.	RMS will comply with all of condition 33.
41.	RMS will comply with all of condition 41.
42.	RMS will comply with all of condition 42.
43.	RMS will undertake the investigations into methods to discourage heavy vehicle use on alternative routes and will provide to the Companies those parts of the report required under condition 43 relating to the such investigations. RMS will comply with those requests of the Director General of the Department of Planning made in accordance with condition 43 relating to methods to discourage heavy vehicle use on alternative routes.

Planning Minister's Approval condition number	Extent of RMS's responsibility for the Planning Minister's Approval condition specified
47.	RMS will comply with all of condition 47 excluding the last sentence of condition 47.
48.	RMS will comply with all of condition 48.
96.	RMS will comply with the last sentence of condition 96 provided that the increased noise does not arise from, nor is a consequence of, any failure by a Company to comply with any of its obligations under the Project Deed, including the Environmental Documents and this Schedule 9, nor any failure by the Company to comply with any applicable Law.
99.	RMS will comply with the last sentence of condition 99.
124.	RMS will comply with all of condition 124.
157.	RMS will comply with all of condition 157, other than the requirement to incorporate the findings of the additional Aboriginal Heritage investigations into the Indigenous Heritage and Archaeology Management Sub Plan. RMS will provide a copy of these findings to the Company.
158.	RMS will comply with all of condition 158.
172.	RMS will comply with all of condition 172 to the extent specified in the Site Access Schedule.
174.	RMS will comply with all of condition 174 to the extent specified in the Site Access Schedule.
179.	RMS will comply with all of condition 179.
199.	RMS will comply with all of condition 199.
222.	Notwithstanding the terms of condition 222 and clause 1.6 of the Deed, the Companies must comply with section 7.9.6 of the Scope of Works and Technical Criteria.

**Schedule 10
Terms of Appointment of Expert**

(Clause 26.4(g))

To: *[Insert name of Expert]*

By a deed ("**Project Deed**") dated 13 February 2003 between Roads and Maritime Services ("**RMS**") WestLink Motorway Limited ("**WestLink**") and WSO Co Pty Limited ("**WSO Co**") , RMS and the Companies agreed to submit disputes that might arise between them to an expert for determination through an expert determination process as established by the Project Deed, the Rules for Expert Determination Process ("**Rules**") which forms Appendix 1 to this letter, and the Code of Conduct for an Expert ("**Code of Conduct**") which forms Appendix 2 to this letter.

A dispute has arisen between the parties. A short summary of the dispute is attached to this letter ("**Dispute**").

The parties agree to appoint you

of

as the sole expert to determine the dispute in accordance with the above procedures. The parties agree to pay you [\$] per hour (plus GST at the applicable rate).

The determination of the dispute must be completed within 30 days of the date of your acceptance of this appointment, or such extended period as the parties may agree.

The parties agree that you will not be liable in any way arising out of or in connection with the determination of the dispute, except in the case of fraud on your part.

Dated

.....
For RMS

.....
For WestLink

.....
For WSO Co

.....
For the Expert

Appendix 1**Rules for Expert Determination Process****1. Commencement**

Except as provided in clause 4.3 of these Rules, the expert determination process begins when the expert accepts an appointment to determine the Dispute in accordance with these Rules and the Code of Conduct.

2. Written Submissions

2.1 Within 7 days after the date this process begins, Party A (i.e. the party who gave notice under clause 26.3 of the Project Deed) must, in addition to any particulars provided by Party A under clause 26.3(b) of the Project Deed, give the other parties and the expert a written statement of the Dispute, any agreed statement of facts and a written submission on the Dispute in support of Party A's contentions.

2.2 Within 7 days after the statement in clause 2.1 is served, each other party opposed in interest must give Party A and the expert a written response to Party A's submissions.

2.3 If the expert considers it appropriate, Party A may reply in writing to each other party's response in clause 2.2 within the time allowed by the expert.

2.4 If the expert decides further information or documentation is required for the determination of the Dispute, the expert may direct one or more parties to provide such further submissions, information or documents as the expert may require.

3. Conference

3.1 The expert may, if he or she thinks appropriate, call a conference of the parties.

3.2 At least 5 days before the conference, the expert must inform the parties of the conference agenda.

3.3 The parties must appear at the conference and may make submissions on the subject matter of the conference.

3.4 The parties:

(a) may be accompanied at a conference by legal or other advisers; and

(b) will be bound by any procedural directions as may be given by the expert in relation to the conference both before and during the course of the conference.

3.5 The conference must be held in private.

3.6 If required by any party, transcripts of the conference proceedings must be taken and made available to the expert and the parties.

4. General

4.1 In making a determination or calling or holding a conference, the expert must proceed in accordance with the Project Deed.

4.2 All proceedings and submissions relating to the expert determination process must be kept confidential except:

(a) with the prior consent of the parties;

- (b) as may be required by law; or
- (c) as may be required in order to enforce the determination of the expert.

4.3 The expert must:

- (a) inform the parties of:
 - (i) any relationship or interest with the parties or their respective officers, employees, contractors, consultants or agents;
 - (ii) any interest the expert has in the matters in dispute; and
 - (iii) any circumstance which might reasonably be considered to adversely affect the expert's capacity to act independently or impartially, immediately upon becoming aware of any such circumstances; and
- (b) upon making any disclosure under this clause 4.3, unless and until the parties agree otherwise or it is otherwise determined under clause 26.5(f) of the Project Deed, terminate the proceedings.

5. **The Determination**

5.1 As soon as possible after receipt of the submissions or after any conference and, in any event not later than 90 days after the expert's acceptance of appointment, the expert must:

- (a) determine the Dispute between the parties; and
- (b) notify the parties of that determination.

5.2 The determination of the expert must meet the requirements of the Project Deed, and may be amended as set out in the Project Deed.

6. **Costs**

6.1 The parties must bear costs in accordance with the Project Deed.

6.2 Security for costs must be deposited by both parties at the commencement of the expert determination process in accordance with any direction of the expert.

7. **Modification**

These rules may be modified only by agreement of the parties and, if the expert has been appointed, the expert.

Appendix 2

Code of Conduct for an Expert

1. The function of the expert is to make a determination on the Dispute in accordance with the Project Deed, the Rules, this Code of Conduct and the letter of appointment of the expert.
2. The expert must receive the written submissions and responses of the parties in accordance with the procedures specified in the Rules and may require further information or documentation from the parties which is reasonably necessary to determine the Dispute.
3. The expert must decide whether a conference is necessary to receive further information. The expert must inform the parties of the subject matter of any conference and may hear representations only on those matters during any such conference.
4. The expert must disclose to both parties all information and documents received. If a party fails to make a written submission, the expert may continue with the process. If a party fails to appear at a conference after having received the appropriate notice, the expert must not continue with the conference. Meetings and discussions with the expert (including a conference) must only take place in the presence of all parties.
5. The expert must keep all information confidential and must not disclose that information except in accordance with clause 4.2 of the Rules.

Schedule 11 Expedited arbitration rules

(Clause 26.11)

1. Arbitration

1.1 The party referring the Dispute to arbitration ("**Claimant**") must within 5 Business Days of giving notice under clause 26.9(a) of the Deed, give to the other party ("**Respondent**") a notice in writing ("**Arbitration Notice**"). The Arbitration Notice must set out, in brief, the following matters:

- (a) the nature of the Dispute;
- (b) the matters of liability in respect of which the Claimant seeks relief;
- (c) the relief sought; and
- (d) the basis or bases of such liability.

1.2 The Respondent must, within 5 Business Days after receipt of the Arbitration Notice, give to the Claimant a written reply ("**Reply**") which sets out the following matters:

- (a) any responses it may have in respect of the matters contained in the Arbitration Notice;
- (b) any counter-contentions and the basis or bases of such counter-contentions; and
- (c) the relief sought (if any).

2. Pleadings

2.1 Within 15 Business Days of the Reply, the Claimant must deliver to the Respondent its statement of contentions.

2.2 Within 15 Business Days of the date for delivery of the contentions, the Respondent must deliver to the Claimant a response to such contentions and any counter-contentions it wishes to make.

2.3 Within 10 Business Days of the date for delivery of the response and any counter-contentions, the Claimant must deliver to the Respondent any response to the counter-contentions and any reply to the response to the contentions.

3. Evidence

3.1 Within 40 Business Days of close of pleadings each party must deliver all evidence-in-chief (including sworn witness statements and documents) in support of its contentions or counter-contentions that it wishes to rely upon.

3.2 Within 40 Business Days of the date for delivery of the evidence-in-chief, each party must deliver all evidence (including sworn witness statements and documents) in response to the evidence-in-chief that it wishes to rely upon.

3.3 Within 20 Business Days of the date for delivery of the response to the evidence-in-chief, each party must deliver all evidence (including sworn witness statements and documents) in reply to the evidence in response that it wishes to rely upon.

- 3.4 Within 15 Business Days of the date for delivery of the evidence in reply, each party must deliver all expert reports in chief upon in support of its contentions or counter-contentions that it wishes to rely upon.
- 3.5 Within 30 Business Days of the date for delivery of the expert reports in chief, each party must deliver all expert reports in response that it wishes to rely upon.
- 4.1 Discovery**
- 4.1 Save as set out in this section 4, no party is entitled to discovery.
- 4.2 Within 10 Business Days of the close of pleadings, each party must provide to the other parties a list of all documents in its possession, custody or power relevant to the issues in the Dispute.
- 4.3 Within 10 Business Days of the receipt of the other parties' list of documents each party may make a request for discovery of any specified document or class of documents. Any such request must state why discovery of such document or documents is necessary for the fair and expeditious resolution of the Dispute.
- 4.4 The party receiving a request for discovery must comply with the request within 10 Business Days.
- 4.5 If the production of any of the documents requested is objected to, or no documents are produced, the requesting party may make an application to the arbitrator to determine whether, and if necessary how, such documents should be produced.
- 5. Powers of the Arbitrator**
- 5.1 The arbitrator must act fairly and impartially and give each party a reasonable opportunity to be heard. Subject to clause 26.11(b) of the Deed, the arbitrator must determine every Dispute according to law.
- 5.2 Each party must comply with all requirements of this section and the orders and directions of the arbitrator within the time-limits prescribed. A party may not rely upon any pleading, evidence or request for discovery delivered or amended after the time-limits prescribed, except with the leave of the arbitrator. The arbitrator may only grant such leave where:
- (a) it is satisfied that there are adequate grounds for the leave;
 - (b) it is satisfied that granting leave in such circumstances would not prejudice the rights of the other party; and
 - (c) it is satisfied that granting leave in such circumstances would not have a substantial detrimental effect on the expeditious and cost-effective resolution of the Dispute.
- 5.3 If a party fails, without the leave of the arbitrator, to comply with any requirement of this section or any order or direction of the arbitrator, within the time-limits prescribed, the arbitrator:
- (a) may continue the arbitration of the Dispute in spite of such failure;
 - (b) may direct that the party in default is not entitled to rely on any matter, including any allegation or material, which was the subject of the requirement, order or direction;
 - (c) may draw any adverse inferences from such failure as he or she thinks fit;

- (d) may make any procedural or other order or direction to ensure that the arbitration of the Dispute is carried out in as fair, cost-efficient and expeditious a manner as is possible in the circumstances; and
- (e) may make any order as to payment of costs of the arbitration of the Dispute in consequence of such failure.
- 5.4 The arbitrator may extend any prescribed time-limit if it is satisfied that this is required for the fair or efficient resolution of the Dispute.
- 6. Conduct of the hearing**
- 6.1 The hearing of the evidence will be for a maximum period of two weeks. The arbitrator will sit for 5 days per week.
- 6.2 Each party must have a maximum of 100 hours to put its case including opening its case, leading evidence, cross-examining and re-examining witnesses. Subject to the other provisions of this section each party may utilize the time allocated to it at the hearing of the evidence in any manner it thinks appropriate for the presentation of its case.
- 6.3 There will be no oral evidence-in-chief without the leave of the arbitrator.
- 6.4 The rules of evidence will not apply to the arbitration.
- 6.5 The weight that will be given to any evidence, of whatever nature and however presented, is wholly a matter for the discretion and decision of the arbitrator. In exercising his or her discretion, the arbitrator must not be in any way limited by any particular evidential or procedural rule (in particular the rule that evidence that is uncontradicted is to be accepted).
- 6.6 Following the close of the hearing of the evidence, the parties and the arbitrator must sit again within 10 Business Days. At that time, each party must make any oral submissions. Each party will be limited to one day for such oral submissions.
- 6.7 The arbitrator may limit the length of any part of the oral evidence or submissions notwithstanding the time limits set out in this section.
- 7. Award**
- 7.1 The arbitrator must render an award in respect of the Dispute.
- 7.2 The arbitrator must issue the relevant award within 40 Business Days of the completion of the oral submissions. The award must be reasoned.
- 7.3 The award will be final and binding.
- 7.4 To the extent possible by law, and in particular the *Commercial Arbitration Act 1984* (NSW), the parties agree that there will be no right of appeal from the award of the arbitrator.

Schedule 12
Traffic Connections**(Clause 18.2)**

1. The northbound carriageway of the existing M5 motorway/F5 freeway and Camden Valley to the northbound carriageway of the Motorway;
2. The westbound carriageway of the existing M5 motorway to the northbound carriageway of the Motorway;
3. Bernera Road to the northbound carriageway of the Motorway;
4. Bernera Road to the southbound carriageway of the Motorway;
5. Cowpasture Road to the northbound carriageway of the Motorway;
6. Cowpasture Road to the southbound carriageway of the Motorway;
7. Elizabeth Drive to the southbound carriageway of the Motorway;
8. Wallgrove Road south of Villiers Road to the northbound carriageway of the Motorway;
9. The Horsley Drive to the northbound carriageway of the Motorway;
10. The Horsley Drive to the southbound carriageway of the Motorway;
11. Wallgrove Road south of Old Wallgrove Road to the northbound carriageway of the Motorway;
12. Old Wallgrove Road to the southbound carriageway of the Motorway;
13. The eastbound and westbound carriageways of the existing M4 motorway to the northbound carriageway of the Motorway;
14. The eastbound and westbound carriageways of the existing M4 motorway to the southbound carriageway of the Motorway;
15. Great Western Highway to the northbound carriageway of the Motorway.
16. Woodstock Avenue to the southbound carriageway of the Motorway.
17. Power Street to the northbound carriageway of the Motorway;
18. Richmond Road to the eastbound carriageway of the Motorway;
19. Richmond Road to the southbound carriageway of the Motorway;
20. Quakers Hill Parkway to the eastbound carriageway of the Motorway;
21. Sunnyholt Road to the eastbound carriageway of the Motorway;
22. Sunnyholt Road to the westbound carriageway of the Motorway;
23. Northwest Boulevard to the westbound carriageway of the Motorway;
24. Old Windsor Road to the eastbound carriageway of the Motorway;

25. The westbound carriageway of the existing M2 motorway/F5 freeway to the westbound carriageway of the Motorway;
26. The southbound carriageway of the Motorway to the southbound carriageway of the existing M5 motorway and Camden Valley Way;
27. The southbound carriageway of the Motorway to the eastbound carriageway of the existing M5 motorway;
28. The northbound carriageway of the Motorway to Bernera Road;
29. The southbound carriageway of the Motorway to Bernera Road;
30. The northbound carriageway of the Motorway to Cowpasture Road;
31. The southbound carriageway of the Motorway to Cowpasture Road;
32. The northbound carriageway of the Motorway to Elizabeth Drive at the intersection with Wallgrove Road;
33. The southbound carriageway of the Motorway to Elizabeth Drive;
34. The northbound carriageway of the Motorway to the Horsley Drive;
35. The southbound carriageway of the Motorway to the Horsley Drive;
36. The northbound carriageway of the Motorway to Wallgrove Road south of Old Wallgrove Road;
37. The southbound carriageway of the Motorway to Old Wallgrove Road;
38. The northbound carriageway of the Motorway to the eastbound and westbound carriageways of the existing M4 motorway;
39. The southbound carriageway of the Motorway to the eastbound and westbound carriageways of the existing M4 motorway;
40. The southbound carriageway of the Motorway to the Great Western Highway;
41. The northbound carriageway of the Motorway to Woodstock Avenue;
42. The southbound carriageway of the Motorway to Power Street;
43. The northbound carriageway of the Motorway to Rooty Hill Road North;
44. The westbound carriageway of the Motorway to Richmond Road;
45. The westbound carriageway of the Motorway to Quakers Hill Parkway;
46. The eastbound carriageway of the Motorway to Sunnyholt Road;
47. The westbound carriageway of the Motorway to Sunnyholt Road;
48. The eastbound carriageway of the Motorway to Northwest Boulevard;
49. The westbound carriageway of the Motorway to Old Windsor Road;
50. The eastbound carriageway of the Motorway to the eastbound carriageway of the existing M2 motorway;

51. The northbound carriageway of the Motorway to the M12 Motorway; and
52. The southbound carriageway of the Motorway to the M12 Motorway.

Schedule 13 Competing Road Project

(Clause 1.1 and 18.3)

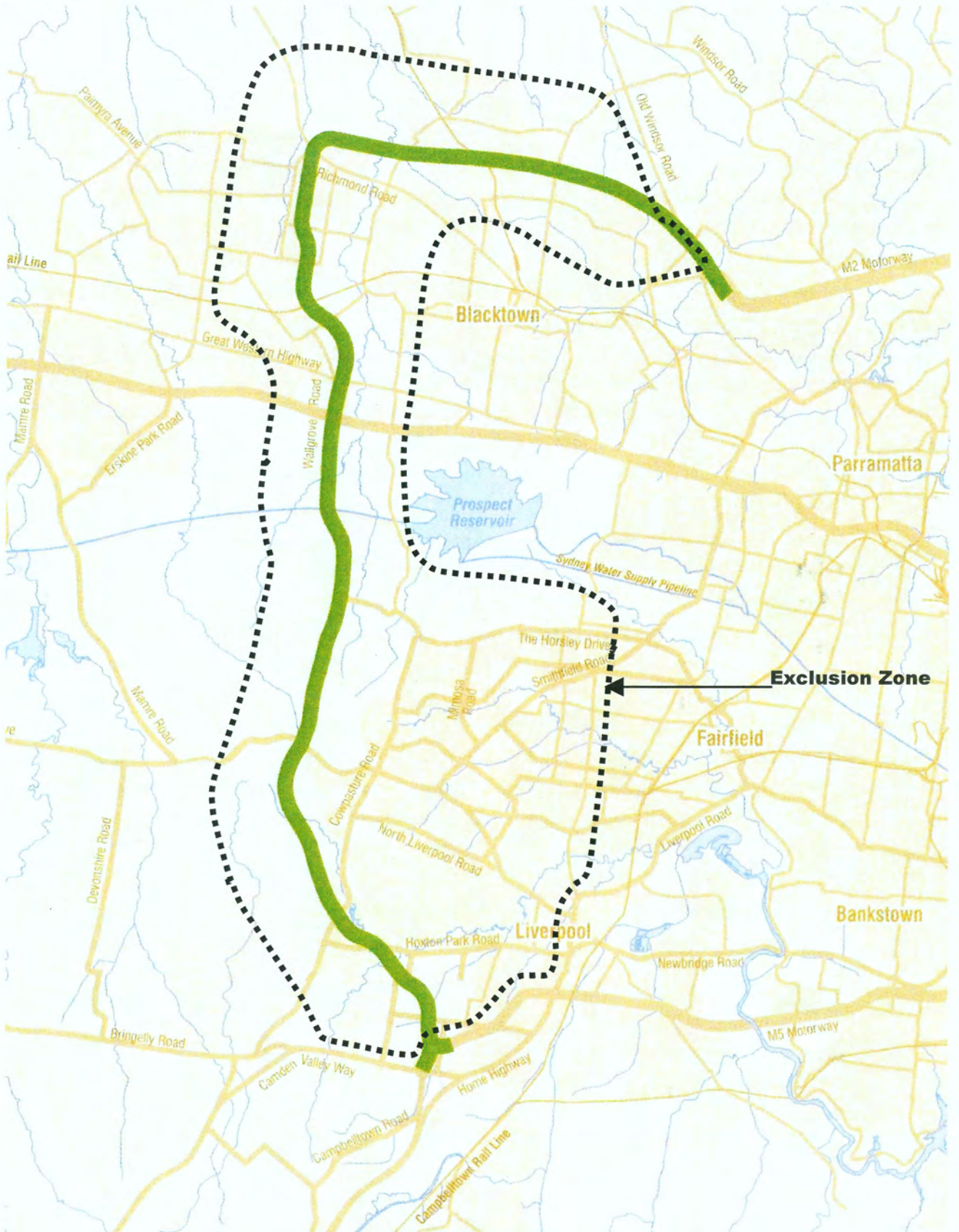
"Competing Road Project" means a road project involving the construction of a new road, or the widening and enhancement of an existing road, which:

- (a) is within the exclusion zone shown in the following map (the "Exclusion Zone"); and
- (b) connects two Local Roads, both of which are connected to the Motorway,

but does not include:

- (c) any Local Road Works;
- (d) a road project the primary purpose of which is to improve road safety;
- (e) a road project in respect of a road for which RMS is not the road authority;
- (f) a road project the primary purpose of which is to achieve the following minimum performance standards during periods of heaviest usage:
 - (i) level of Service D (as defined in the Scope of Works and Technical Criteria) at intersections; and/or
 - (ii) average travel speed at the point midway between intersecting roads of 40 kilometres per hour; and/or
 - (iii) average travel speed between intersecting roads of 25 kilometres per hour;
- (g) the widening and enhancement of the following roads (whether such widening or enhancement is within or outside the Exclusion Zone and whether or not including the provision of specific grade separations to upgrade capacity):
 - (i) Richmond Road;
 - (ii) Great Western Highway;
 - (iii) M4 Motorway;
 - (iv) The Horsley Drive;
 - (v) Elizabeth Drive;
 - (vi) Cowpasture Road;
 - (vii) Hoxton Park Road; and
 - (viii) Cumberland Highway; or
- (h) the construction of rapid bus only transitways.

Map showing Exclusion Zone



Schedule 14
WSO/M2 Interface

(Clause 7.15)

1. Definitions and interpretation

1.1 Definitions

In this Schedule:

"Affected Areas" means any part of the M2 affected by the Project Works.

"Afternoon Peak Period" means 3.00 pm to 8.00 pm on a weekday (excluding public holidays).

"Default Rate" means, for any day, the rate for that day (expressed as a rate per centum per annum) applied by the Commonwealth Bank of Australia for overdraft accommodation in excess of [REDACTED] made available by it on a selective basis to its prime commercial customers, plus [REDACTED].

"Emergency Works" means works or actions required to deal with an abnormal event which requires an urgent response to:

- (a) protect or repair the M2, the Project Works, other property or the public;
- (b) provide access to emergency services or traffic control; or
- (c) prevent any occurrence which may cause damage to the M2 or the Project Works or compromise the safety of any person or property.

"Existing M2 Trust Land" means land in respect of which a lease is or will be held by PTAL as agent for HMML in its capacity as responsible entity of the Trust pursuant to the M2 Trust Lease.

"Expert" means an expert appointed (or required to be appointed) pursuant to Annexure 3.

"Interface Design Brief" means Appendix 36 to the Scope of Works and Technical Criteria, read in conjunction with the Scope of Works and Technical Criteria.

"Interface Structures" means those structural and architectural parts of the M2 which must be adjusted as a consequence of the Project Works.

"Interface Systems" means those electrical, mechanical, hydraulic, electronic, fibre optic, telemetric and other information, data collection, detection and control system parts of the M2 which must be adjusted as a consequence of the Project Works.

"Lane Occupancy Fee" means, in respect of a Traffic Adjustment of a type described in Annexure 2, the lane occupancy fee specified for that type of Traffic Adjustment in Annexure 2.

"M2" means the permanent works designed and constructed on the M2 Land in accordance with the M2 Project Deed, including the works related to drainage basins and related watercourses which are not located on the M2 Land.

"M2 Company Land" means the land which is or will be leased to THML pursuant to the M2 Company Lease.

"M2 Company Lease" means the "Company Lease", as defined in the M2 Project Deed.

"M2 Land" means the Existing M2 Trust Land and the M2 Company Land.

"M2 Trust Lease" means the "Trust Lease", as defined in the M2 Project Deed.

"M2 Project Deed" means the deed entitled "M2 Motorway Project Deed" between RMS, the State of New South Wales, THML and HMML dated 26 August 1994 as amended from time to time.

"Morning Peak Period" means 5.00 am to 10.00 am on a weekday (excluding public holidays).

"Off-Peak Period" means any period of time which is not a Peak Period.

"Peak Period" means:

- (a) a Morning Peak Period; or
- (b) an Afternoon Peak Period.

"Project Works" means all of the physical works including temporary works to be undertaken by the Companies under this Deed.

"THML's Independent Engineer" means an independent engineer appointed by THML and approved by RMS in writing, such approval not to be unreasonably withheld.

"Traffic Adjustment" means a change in the traffic conditions on the M2:

- (a) which is made for the purpose of facilitating the connection of the Motorway to the M2; or
- (b) which occurs as a direct result of the construction of the Project Works.

It includes:

- (c) an adjustment to the configuration of traffic lanes; and
- (d) an adjustment to the posted speed limit.

"Transferred M2 Trust Land" means the land depicted conceptually in Annexure 4 as "area to be transferred from M2 to WSO" and the stratum depicted in Annexure 4 as "area to be transferred from M2 to WSO (stratum)" (or such other areas as may be finally determined between RMS and THML).

"Trust" means the Hills Motorway Trust, ARSN 091 882 101.

1.2 Interpretation

In this Schedule Schedule 14, references to clauses, exhibits and annexures are references to clauses, exhibits and annexures to or of this Schedule and a reference to this Schedule includes any exhibit or annexure to this Schedule.

2. Design and construction

2.1 Design Documentation

- (a) The Companies must provide to THML, at the same time as it is provided to RMS and the Independent Verifier under clause 8.3 of this Deed, a copy of the final Design Documentation for each stage of construction (in a self contained package which is capable of interpretation without reference to other material) for that part of the Project Works which affects the Interface Systems and the Interface Structures or which is to be carried out in the Affected Areas.

- (b) The Companies acknowledge and agree that:
- (i) THML's Independent Engineer may provide to RMS its written comments on the Design Documentation;
 - (ii) RMS will forward any comments provided by THML's Independent Engineer to the Independent Verifier;
 - (iii) the Independent Verifier will address any comments provided by THML's Independent Engineer under clause 2.1(b)(i) in the verification of the Design Documentation; and
 - (iv) the Companies must comply with the Design Documentation as verified by the Independent Verifier.

2.2 Construction Plan and Traffic Management and Safety Plan

- (a) The Companies must provide to THML, at the same time as they are provided to RMS under clause 7.4 of this Deed:
- (i) extracts of the Construction Plan for each stage of construction (in a self contained package which is capable of interpretation without reference to other material) detailing each Company's proposed work methods (including as to staging, stormwater and pollution control measures, construction traffic access, traffic diversions, road closures and traffic management and control provisions for construction of the interconnections); and
 - (ii) extracts of the Traffic Management and Safety Plan for each stage of construction (in a self contained package which is capable of interpretation without reference to other material) detailing each Company's proposed management of the impact of its work on the capacity and performance of the traffic and transport network,
- to the extent only that they relate to that part of the Project Works which affects the Interface Systems and the Interface Structures or which is to be carried out in the Affected Areas.
- (b) The Companies acknowledge that THML's Independent Engineer may provide to RMS its comments on the extracts of the Construction Plan and the Traffic Management and Safety Plan provided pursuant to clause 2.2(a).
- (c) If RMS gives the Companies notice that the extract Construction Plan or the Traffic Management and Safety Plan does not comply with this Deed under clause 7.4(d) of this Deed and the Companies believe that RMS is not entitled to do so, the Parties agree that any such dispute between the Parties must be determined in accordance with the procedure set out in this clause 2.2 (instead of clause 26 of the Deed) if RMS provides this notice as a result of comments on the extract Construction Plan or Traffic Management and Safety Plan made by THML as referred to in clause 2.2(b).
- (d) Nothing in this clause 2.2 limits or otherwise affects RMS's rights under clause 7.4 of this Deed.
- (e) If requested by RMS, the Companies agree to attend and participate in discussions between RMS, THML and THML's Independent Engineer in respect of any dispute of the nature referred to in clause 2.2(c). The Companies acknowledge that, if RMS

and THML do not resolve the dispute referred to in this clause 2.2(e), RMS or THML may, within 1 Business Day of the meeting, give written notice to the other requiring the dispute to be referred for expert determination.

- (f) The Companies and RMS acknowledge and agree that:
- (i) all disputes referred to expert determination as referred to in clause 2.2(e), will be determined by an independent engineer who is experienced in similar projects nominated by the President of the Institution of Engineers Australia ("**Expert**");
 - (ii) THML and RMS will enter into an agreement with the Expert to the effect that the Expert will not be liable in connection with the determination of the dispute, except in the case of fraud on the part of the Expert.
 - (iii) RMS and THML must make written submissions to the Expert within 4 Business Days of the date of the notice referred to in clause 2.2(e) and, if requested to do so by RMS, the Companies must prepare such submissions on behalf of RMS;
 - (iv) the determination of the Expert must be made within 24 hours of the expiry of the 4 Business Day period referred to in clause 2.2(f)(iii);
 - (v) the determination of the Expert will be final and binding on THML, the Companies and RMS; and
 - (vi) the Companies must bear their own costs in connection with the expert determination proceedings and must pay half of the cost of the Expert.

2.3 Construction

- (a) The Companies must:
- (i) carry out that part of the Project Works which affects the Interface Systems and the Interface Structures in accordance with the Design Documentation (as verified by the Independent Verifier) and the Interface Design Brief without any amendment or derogation from them and in a manner which minimises any damage to the M2 other than to the extent necessary to make the connection with the M2; and
 - (ii) carry out the connection of the Motorway to the M2 in a way which minimises interference with the operation and use of the M2 and in accordance with all applicable laws and standards and good construction practice.
- (b) The Companies must not carry out any Project Works on M2 Land (other than Transferred M2 Trust Land), without RMS's prior written consent, which consent:
- (i) may be subject to such reasonable conditions concerning safety and technical standards as may be specified by RMS or THML; and
 - (ii) shall not be unreasonably withheld or delayed.

The Companies agree that RMS's consent will not be unreasonably withheld or delayed if THML's consent is properly withheld or delayed.

2.4 Repair and maintenance

- (a) The Companies must maintain and repair in accordance with this Deed those parts of the Project Works which affect the Interface Systems and/or the Interface Structures or which are carried out in the Affected Areas.
- (b) If:
 - (i) a Company fails to comply with its obligations under clause 2.4(a); and
 - (ii) that Company has not within a reasonable time after receipt of a written notice from RMS requiring such failure to be remedied, taken steps to remedy the failure, or having taken such steps, fails to remedy the failure within a reasonable time,

then RMS may take such action or allow THML to take such action as may be necessary to remedy the failure by that Company and may for this purpose enter upon or allow THML to enter upon the Motorway Stratum. Any costs or expenses incurred by RMS or THML in taking this action will be a debt due and payable from that Company to RMS.

3. Affected Areas

3.1 Access to Affected Areas

- (a) The Companies must provide RMS and THML with at least 20 Business Days written notice of the dates upon which the Companies anticipates they will commence any adjustments to any Interface System or any Interface Structure or any surveying work in the Affected Areas and not less than 3 Business Days written notice of the actual date upon which the Companies propose to commence the adjustments of Interface Systems or Interface Structures (as applicable).
- (b) Subject to clause 3.4, RMS will procure that THML and PTAL give the Companies access to the M2 at the times specified in the notices given to RMS and THML by the Companies under clause 3.1(a) for the purpose of carrying out the Project Works.
- (c) The Companies must consult and work cooperatively with RMS and THML in respect of the Affected Areas and the Companies' access thereto, including complying with all reasonable directions of any traffic controller appointed by THML (who will also carry out any Traffic Adjustments in the Affected Areas and control traffic entering and exiting the Affected Areas) or RMS.

3.2 Reinstatement of Affected Areas

The Companies must:

- (a) ensure that the Affected Areas (including, without limitation, all landscaping on M2 Land affected by the Project Works) are promptly reinstated at least to the condition existing at the time of commencing any Project Works having regard to any condition surveys which the Companies have carried out in accordance with this Deed and clause 3.2(b);
- (b) arrange joint condition inspections of the Affected Areas by THML, RMS and the Companies and (if required by THML, RMS or the Companies) arrange independent dilapidation surveys (at the Companies' cost) for the purpose of establishing the condition of the Affected Areas:

- (i) immediately prior to first commencing Project Works on the M2 Land; and
- (ii) on completion of the Project Works on the M2 Land by the Companies; and
- (c) repair, replace and otherwise make good any part of the Interface Structures or Interface Systems which are damaged or materially and adversely affected as a result of the Project Works within a reasonable time of either Company receiving written notice of the damage from RMS or THML.

3.3 Traffic adjustments to M2

- (a) RMS acknowledges and agrees that:
 - (i) Traffic Adjustments to the M2 will be required for the connection of the Motorway to the M2;
 - (ii) the Companies are entitled to require RMS to procure THML to make such Traffic Adjustments in accordance with the procedure set out in clause 3.4; and
 - (iii) RMS will procure that all such Traffic Adjustments will be undertaken by THML or a person appointed by THML (and not undertaken by RMS or the Companies) in accordance with clause 3.4.
- (b) Without limiting the Companies' obligations under clause 4, the Companies:
 - (i) must pay RMS in accordance with clause 3.7 for services provided by THML in undertaking such Traffic Adjustments; and
 - (ii) must pay RMS a Lane Occupancy Fee pursuant to clause 3.8 for any such Traffic Adjustments.
- (c) The Companies must ensure that:
 - (i) two lanes (whether existing or new) are available in both carriageways at all times during a Morning Peak Period with a posted speed not less than 20 km below the posted speed as at the date of this Agreement;
 - (ii) two lanes (whether existing or new) are available in the west bound carriageway at all times during an Afternoon Peak Period with a posted speed not less than 20 km below the posted speed as at 2 August 2002; and
 - (iii) neither carriageway is closed in its entirety at any time on any day, except as required for Emergency Works.

3.4 Procedures for traffic adjustments

RMS and the Companies agree that the following procedure will apply to Traffic Adjustments to the M2:

- (a) the Companies must advise RMS and THML of the proposed timing and duration of Traffic Adjustments within 40 Business Days after the Satisfaction Date and, if any changes have been made to the proposed program, provide updates of the program to RMS and THML as soon as practicable thereafter;

- (b) the Companies must give RMS and THML:
 - (i) a minimum of 20 Business Days written notice of the Companies' actual requirements for Traffic Adjustments; and
 - (ii) the notices referred to in item 1 of Annexure 1;
- (c) the notice periods referred to in clause 3.4(a) and clause 3.4(b) will not apply in the case of Emergency Works required to be undertaken by the Companies;
- (d) RMS or THML may initiate a Traffic Adjustment to the M2 (in which case RMS will receive payment under clause 3.6 or 3.7) if, in RMS or THML's reasonable opinion, circumstances attributable to the Project Works make it necessary for reasons of public safety to do so;
- (e) subject to clause 3.4(i), RMS must procure THML (or a person appointed by it) to carry out Traffic Adjustments to the M2 in accordance with the notices received by it from the Companies pursuant to clause 3.4(b) or as required by the Companies for Emergency Works;
- (f) apart from type F traffic barriers which the Companies will provide, RMS must procure THML (or a person appointed by it, but not, to avoid doubt, RMS or the Companies) to take all necessary action to ensure the safety of users of the M2 during Traffic Adjustments, including providing:
 - (i) advance advertising (except in an emergency);
 - (ii) temporary variable message signs; and
 - (iii) temporary traffic barriers and lane markings;
- (g) subject to clause 3.4(h), RMS must procure THML to allow the Companies occupation of the M2 to enable the Companies to undertake the Project Works and not hinder or disrupt the Companies in performing their obligations to RMS in respect of the Project Works except to the extent such hindrance or disruption is necessary as a result of Emergency Works;
- (h) the Companies must give THML's Independent Engineer reasonable access to all parts of the M2 which are closed during Traffic Adjustments; and
- (i) the Companies must obtain the prior approval of RMS's Traffic Management Centre to any proposed Traffic Adjustment to the M2, except in the case of a Traffic Adjustment initiated by THML or RMS under clause 3.4(d) where THML or RMS must obtain such approval.

3.5 Companies to consult and co-operate

The Companies must consult and work co-operatively with THML and RMS in respect of Traffic Adjustments to the M2.

3.6 Attendance on Companies' construction

If for reasons of public safety, THML reasonably considers that THML or THML's agents' attendance is required on construction activities otherwise than for the purpose of effecting Traffic Adjustments (for example, where construction activities are in close proximity to M2 traffic lanes) then the Companies will pay RMS for the costs to THML of such attendance in accordance with clause 3.7.

3.7 Payment for effecting traffic adjustments and attending construction activities

The Companies will pay RMS in accordance with the rates set out in Annexure 1 for services provided by THML in performing its functions described in clause 3.4 and attending on construction activities as contemplated by clause 3.6.

3.8 Lane Occupancy Fees

Without limiting the Companies' obligations under clause 3.3(c), if a Traffic Adjustment of a type described in Annexure 2 occurs as a direct result of the construction of the Project Works then the Companies will pay to RMS the Lane Occupancy Fee specified for that type of traffic adjustment in Annexure 2.

3.9 Payment claims

- (a) RMS must give the Companies claims for payment on account of amounts owing under clauses 3.7 and 3.8, separately showing the amount payable under each clause and containing evidence reasonably required by the Companies to support the amount claimed, within 15 Business Days of the end of each month.
- (b) The Companies must pay the amount set out in the payment claim, to the extent it is not disputed by the Companies, within 20 days of receipt of the payment claim.
- (c) In the event the Companies dispute a payment claim, the Companies must notify RMS within 5 Business Days after receiving the relevant invoice. RMS and the Companies will arrange for their respective executives who have authority to resolve the dispute to meet promptly in order to resolve the dispute. The Companies will pay any amount so resolved promptly after resolution of the dispute together with interest at the Default Rate from and including the date that amount first became due until the date when it is paid. If the dispute is not resolved within 20 days of the Companies notifying RMS of the dispute, all parties are free to exercise their legal rights.
- (d) In the event that the Companies dispute a payment claim RMS may request the Companies to procure the attendance of an executive of the Companies who has authority to resolve the dispute at a meeting of executives of RMS and THML in respect of the disputed payment claim with a view to resolving the dispute between the Companies, RMS and THML, and the Companies must comply with such a request.

3.10 RMS not liable for THML acts

- (a) RMS will use reasonable endeavours to procure THML to do what this Schedule 14 contemplates that THML will do or requires THML to do.
- (b) Subject to complying with its obligations in clause 3.10(a) of this Schedule and clause 7.15 of this Deed, RMS will not be liable to the Companies upon any Claim or for any Loss suffered or incurred by either Company arising out of or in any way in connection with THML failing to do what this Schedule 14 contemplates THML will do or requires THML to do.

4. Indemnities

██
██

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Emergency, incident and maintenance management

5.1 Procedures

The Companies must discuss and develop with THML procedures for the management of emergencies and incidents and the maintenance of the M2 and the Motorway, recognising that each will be required to interface with, co-operate with and possibly permit access by the other to its toll road during abnormal incidents and emergencies and also for maintenance of the M2 and the Motorway. RMS will procure that THML reasonably participates in such discussions and the development of such procedures.

5.2 Reciprocal licences to access land

- (a) Either or both of the Companies (as necessary) will grant THML and any person acting with THML's authority a continuing and irrevocable licence to access the Transferred M2 Trust Land for the purposes of carrying out maintenance and repairs to the M2, or for dealing with an emergency. RMS will procure that THML gives the Companies 3 days' notice of its intention to enter the Transferred M2 Trust Land, except in the case of an emergency where no notice will be required.
- (b) RMS will procure that THML and, if necessary, the Trustee grants the Companies and any person acting with the Companies' authority a continuing and irrevocable licence to access the Existing M2 Trust Land (excluding the Transferred M2 Trust Land) for the purposes of carrying out maintenance and repairs to the WSO, or for dealing with an emergency. The Companies must give THML 3 days' notice of its intention to enter the Existing M2 Trust Land (excluding the Transferred M2 Trust Land), except in the case of an emergency where no notice will be required.

6. Insurance

- (a) The Companies must ensure that the interests of THML, HMML, Tollaust Pty Limited and THML's financiers' security trustee are noted on the following insurance policies effected by the Companies in accordance with clause 22 of this Deed:
 - (i) third party liability insurance; and
 - (ii) professional indemnity insurance.
- (b) The Companies must provide to THML, HMML and RMS a copy of any relevant certificate of currency (evidencing that the insurances referred to in clause 6(a) are in full force and effect and noting the interest of THML's financiers' security trustee on those policies) during the period from the Satisfaction Date until completion of the construction of the Project Works which affect the Interface Systems and the Interface Structures or which are conducted in the Affected Areas at such times as

the Companies are required to provide such certificates of currency to RMS in accordance with clause 22 of this Deed.

7. Costs

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

8. Overdue amounts

- (a) If a Party ("**Defaulting Party**") does not pay any amount under this Schedule 14 on the due date for payment, the Defaulting Party agrees to pay interest on that amount at the Default Rate. The interest accrues daily from (and including) the due date up to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.
- (b) The Defaulting Party agrees to pay interest under this clause on demand from the other Party.

9. Disclaimer

- (a) The Companies acknowledge that neither RMS nor THML has:
- (i) made any representation;
 - (ii) given any information or advice; or
 - (iii) given any warranty,
- of any kind in respect of any information or data supplied or made available by THML or RMS.
- (b) The Companies also acknowledge and agree that neither RMS nor THML acquires any liability for or in connection with matters in respect of which RMS or THML has reviewed documents, provided information or given comments or consent.

10. Notices to THML, HMML and PTAL

Any communication with THML, HMML or PTAL under or in accordance with this Schedule 14 must be addressed as shown below (or to such other address as notified in writing by RMS or PTAL, THML or HMML from time to time):

THML

Address: Off Culloden Road
NORTH RYDE NSW 2113

Facsimile: (02) 9869 4519

Attention: General Manager

HMML

Address: Level 11, 1 Martin Place
SYDNEY NSW 2000

Facsimile: (02) 8232 4713

Attention: Company Secretary

PTAL

Address: Level 8, 9 Castlereagh Street
SYDNEY NSW 2000

Facsimile: (02) 8256 1402

Attention: Manager, Property Services

11. Safety

The Companies must:

-
- (a) implement appropriate OHS&R policies and procedures and comply with all of its OHS&R responsibilities under this Deed and at law; and
 - (b) carry out the Project Works in a safe manner and so that no damage is caused to any person or property.
-

12. Dispute resolution

12.1 General rule

Unless otherwise expressly provided in this Schedule 14, any dispute, claim, controversy or difference arising under or in connection with this Schedule 14, as to:

- (a) a matter arising under clause 2.3, 2.4, 3.2(a), 3.2(c) or 11; and
- (b) any other matter of a purely technical nature,

will be referred for expert determination in accordance with this clause 12 (instead of clause 26 of the Deed).

12.2 Equitable relief

Nothing in this Schedule 14 prevents any Party from seeking equitable relief in any court.

12.3 Expert determination

The Companies and RMS acknowledge and agree that any expert determination under this clause 12 will be conducted in accordance with the procedure set out in Annexure 3.

13. GST

- (a) Any consideration provided for a supply made pursuant to this Schedule is GST-exclusive unless otherwise provided.
- (b) If a party making a supply made pursuant to this Schedule ("**supplier**") has a GST liability upon that supply, then the recipient of the supply ("**recipient**") must, in addition to the consideration payable or to be provided in respect of the supply, pay an additional amount representing the supplier's GST liability upon the supply. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the supplier's GST liability for the purpose of this clause. For the avoidance of doubt, the additional GST amount payable by the recipient under this paragraph (b) is not itself to be grossed-up.
- (c) The additional amount on account of GST pursuant to clause 13(b) in relation to a supply is payable at the same time as the consideration is to be provided for the supply or no later than seven days after a tax invoice is issued to the recipient for that supply (whichever is later).
- (d) If the amount of GST recovered by the supplier from the recipient differs from the amount of GST payable at law by the supplier (or an entity grouped with the supplier for GST purposes) in respect of the supply, the amount of the difference must be paid by or refunded to the recipient, as the case may be. Any additional amount of GST payable by the recipient is payable upon the issue of an adjustment note by the supplier.
- (e) Where one party ("**payer**") is liable to reimburse or indemnify another party ("**payee**") for any cost or expenditure incurred by the payee ("**Expenditure**"), the

amount of the reimbursement or indemnity payment shall be the full amount of the Expenditure less the amount of any input tax credit to which the payee (or any entity grouped with the payee for GST purposes) is entitled with respect to the Expenditure plus any additional amount on account of GST in accordance with clause 13(b).

- (f) 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.
- (g) Except where this Schedule provides otherwise, terms used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* will have the meanings given in that Act.

Annexure 1 Rates and prices for effecting traffic adjustments and attending construction activities

(Clause 3.7)

The Companies will pay RMS in accordance with the rates set out in this Annexure for the services actually provided by THML in effecting Traffic Adjustments in accordance with clause 3.4 and performing its functions under clause 3.6 and any cancellation charge payable in accordance with this Schedule.

The rates set out in this Annexure will apply for the duration of this Schedule 14. All rates are exclusive of GST.

1. Traffic Control Crew

- Day Time Work [REDACTED] per hour
- Night Time Work [REDACTED] per hour

Notes:

- (a) Day Time Work means work between the hours of 6.00 am and 5.59 pm.
- (b) Night Time Work means work between the hours of 6.00 pm and 5.59 am.
- (c) The above rates apply on a depot-to-site-to-depot basis.
- (d) There is a minimum charge of four hours per Traffic Adjustment.
- (e) In the event of cancellation within 4 hours of a scheduled closure a 4 hour charge will be made.
- (f) At least 1 clear working days' notice must be provided for Day Time Work.
- (g) At least 2 clear working days' notice must be provided for Night Time Work.
- (h) The above rates include provision for:
 - (i) 2 qualified Traffic Controllers;
 - (ii) 1 truck with rotating beacon lights;
 - (iii) 1 flashing arrow trailer; and
 - (iv) sufficient signs and cones suited to a traffic control plan for a short term single lane closure and a 500 m long work site.
- (i) The above rates do not include any costs associated with the preparation and approval of traffic management plans.

2. Portable Variable Message Devices

- [REDACTED] per day;
- [REDACTED] per 7 day week.

Notes:

- (a) These rates include provision for:
- (i) the supply of one LED type solar powered variable message device with directional arrow capacity but no other graphic symbol display;
 - (ii) a display board not exceeding 2.7 m long;
 - (iii) the capacity of display alternating screens; and
 - (iv) the initial set-up at a nominated site and display of initial message and one removal from the M2.
- (b) These rates do not include provision for relocation from an initial position. Relocation charges of [REDACTED] apply for any relocation.

3. Portable Barriers

- Precast Type 5 concrete barriers [REDACTED] per day per metre
- "Triton" or equivalent plastic barriers [REDACTED] per day per unit
- One-way transportation per load of 5 concrete units or 30 unfilled plastic units [REDACTED]
- Daily rate for maintenance of portable barrier traffic control [REDACTED]

Notes:

- (a) These rates do not include provision for short term traffic control associated with placing, relocation or removal of these barriers. Traffic control for such purposes would be charged additionally as per the rates in Item 1 and, if an additional VMS is required, Item 2 above.
- (b) The daily rate for maintenance of portable barrier traffic control does not include removal/replacement of damaged units arising from vehicular or related impacts. Such work would be charged at cost plus [REDACTED] for individual situations. Associated traffic control shall be charged additionally as per the rates in Item 1 and, if an additional VMS is required, Item 2 above.

4. Advance advertising, temporary variable message devices, temporary traffic barriers and lane markings

These services, if required, shall be charged at cost plus [REDACTED].

5. Other services

All other services provided by THML in effecting Traffic Adjustments in accordance with clause 3.4 and performing its functions under clause 3.6 which are not otherwise covered by this Annexure will be charged at cost plus [REDACTED].

Annexure 2 Lane Occupancy Fees

(Clause 3.8)

Type of Traffic Adjustment	Lane Occupancy Fee per Carriageway (exclusive of GST)
<p>1. Morning Peak Periods (5.00am to 10.00am on a weekday, excluding public holidays)</p> <p>1.1 Two lanes (whether existing or new) available in a carriageway during a Morning Peak Period but the posted speed of one or more lanes is reduced below a level which is 20km/h below the posted speed as at 2 August 2002.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>1.2 One lane (whether existing or new) available in a carriageway during a Morning Peak Period.</p>	<p>[REDACTED]</p>
<p>1.3 Complete closure of a carriageway during a Morning Peak Period.</p>	<p>[REDACTED]</p>
<p>2. Afternoon Peak Periods (3.00pm to 8.00pm on a weekday, excluding public holidays)</p> <p>2.1 Two lanes (whether existing or new) available in the west bound carriageway during an Afternoon Peak Period but one or more lanes has a posted speed of less than the posted speed applying as at 2 August 2002 by more than 20km/h.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>2.2 One lane (whether existing or new) available in the west bound carriageway during an Afternoon Peak Period.</p>	<p>[REDACTED]</p>
<p>2.3 Complete closure of a carriageway during an Afternoon Peak Period.</p>	<p>[REDACTED]</p>
<p>2.4 One lane (whether existing or new) available in the east bound carriageway during an Afternoon Peak Period.</p>	<p>[REDACTED]</p>

Type of Traffic Adjustment	Lane Occupancy Fee per Carriageway (exclusive of GST)
3. Off-Peak Periods	
3.1 Two lanes (whether existing or new) available in a carriageway during an Off-Peak Period.	████████████████████
3.2 One lane (whether existing or new) available in a carriageway during an Off-Peak Period.	████████████████████
3.3 Complete closure of a carriageway for 10 minutes or less in any one hour during an Off-Peak Period.	████████████████████
3.4 Complete closure of a carriageway for more than 10 minutes in any one hour during an Off-Peak Period.	████████████████████

Annexure 3 Disputes

(Clause 12)

1. Notice of dispute

The Companies acknowledges that RMS or THML may give notice to the other of a dispute as to a matter referred to in clause 12.1 and with such notice may give details of the matter which it is proposed to be resolved by the Expert.

2. Appointment of Expert

- (a) RMS and THML shall meet in an endeavour to agree upon a single expert to whom the matter in dispute will be referred for determination (the "**Expert**"). RMS will consult with the Companies in relation to the identity of the Expert.
 - (b) If within 21 days from the service of a notice referring the dispute to expert determination, RMS and THML have either failed to meet or failed to agree upon an Expert to be appointed, then the matter may forthwith be referred by either RMS or THML to the Chairman for the time being of the Australian Commercial Disputes Centre Ltd (or in his or her absence, the President for the time being of the Council for the New South Wales Bar Association) who shall be requested to make the appointment of the Expert within 30 days and in so doing may take such independent advice as he or she thinks fit.
 - (c) Upon an Expert being agreed or selected under the foregoing provisions of this Annexure, RMS and THML shall forthwith notify that Expert of the selection and shall request advice within 14 days as to whether or not the appointment will be accepted.
 - (d) If the Expert is either unwilling or unable to accept such appointment or has not intimated willingness and ability to accept such appointment within the period of 14 days referred to in paragraph (c), then (unless RMS and THML are able to agree upon the appointment of another Expert) the matter shall again be referred (by RMS or THML) to the Chairman for the time being of the Australian Commercial Disputes Centre Ltd (or in his or her absence, the President for the time being of the Council for the New South Wales Bar Association) who will be requested to make a further appointment and the process will be repeated until an Expert is found who accepts appointment.
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3. Qualification of Expert

- (a) No person may be appointed to act as the Expert unless qualified by education, experience and training to determine the matter in dispute.
- (b) Any person appointed or selected as the Expert in accordance with this Annexure is entitled to act as the Expert provided that before accepting that appointment, the proposed Expert must have fully disclosed any interest or duty which materially conflicts with his or her function under the appointment and/or may prejudice a determination.
- (c) No person may, without the prior written agreement of RMS and THML, be appointed as Expert who is (or has been at any time within the preceding 6 years) an employee of either RMS or THML or who is (or has been at any time within the

preceding 3 years) a consultant to or contractor of RMS or THML or who holds any significant financial interest in RMS or THML.

4. Confidentiality

No person may be appointed as an Expert who has not agreed to hold in confidence any and all information furnished by RMS or THML in connection with the dispute under this Schedule 14 (including the Expert's determination) and the existence thereof.

5. Remuneration

The appointment of the Expert will only take effect after an agreement has been reached between RMS and THML (acting reasonably) and the Expert as to the Expert's remuneration. The arrangement agreed on shall be clearly set out in writing and will be part of the agreement between RMS, THML and the Expert.

6. Determination

- (a) The Expert may request data, information or submissions as the Expert thinks fit and, if requested to do so by RMS, the Companies must comply promptly with such requests on behalf of RMS. All information supplied to the Expert in writing by the Companies on behalf of RMS shall be copied simultaneously to RMS and THML.
- (b) The Expert shall make a determination in writing and in such determination give reasons for the determination, not later than 30 days after acceptance of the appointment and shall ignore data, information and submissions supplied and made after that 30 day period unless the same are furnished in response to a specific request from the Expert.
- (c) The Expert may obtain such independent professional and/or technical advice as may reasonably be required by the Expert.
- (d) If within a reasonable period (which shall not without the prior written consent of both parties exceed 60 days after the acceptance by an Expert of the appointment) the Expert has not rendered a determination, then at the request of either RMS or THML:
 - (i) a new Expert shall be appointed in accordance with the provisions of this Annexure; and
 - (ii) upon the acceptance of the appointment by that new Expert, the appointment of the previous Expert will cease,

provided that if the previous Expert has rendered a determination prior to the date upon which the new Expert accepts the appointment, that determination will be binding upon RMS, THML and the Companies and the instructions to the new Expert shall be withdrawn.

- (e) The Expert is deemed not to be an arbitrator but shall render a determination as an Expert and RMS and the Companies agree that any law or legislation relating to arbitration will not apply to that Expert or the determinations or the procedure by which such determinations are reached.
- (f) The determination of the Expert will be final and binding upon RMS, THML and the Companies, save in the event of fraud, manifest error or failure by the Expert to disclose any relevant interest or duty in accordance with this Annexure.

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- (g) RMS, THML and the Companies shall bear the costs and expenses of all counsel, witnesses and employees retained by them. The costs and expenses of the Expert will be apportioned between RMS and THML in a manner proportionate to the determination made by the Expert. The Expert's determination shall address the proportions in which they should bear the Expert's costs. The Companies must pay RMS any costs of the Expert that the Expert determines RMS must bear.
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7. Role of Company

- (a) RMS will give the Companies copies of any data, information or submissions given to the Expert by RMS.
- (b) On request by RMS, the Companies must
- (i) attend and participate at any hearing held by the Expert or any other meeting relating to the dispute; and/or
 - (ii) make submissions to the Expert and comply with any requests by the Expert for data, information or submissions.

Annexure 4
Transferred M2 Trust Land

Schedule 15
WSO/M5 Interface

(Clause 7.15)

1. Definitions and interpretation

1.1 Definitions

In this Schedule 15:

"Affected Areas" means any part of the M5 affected by the Project Works.

"Afternoon Peak Period" means each of the following periods of time:

- (a) 2.00pm to 8.30pm on Monday to Friday (except public holidays); and
- (b) 4.00pm to 8.30pm on Saturday, Sunday and public holidays.

"Emergency Works" means works or actions required to deal with an abnormal event which requires an urgent response to:

- (a) protect or repair the M5, the Project Works, other property or the public;
- (b) provide access to emergency services or traffic control; or
- (c) prevent any occurrence which may cause damage to the M5 or the Project Works or compromise the safety of any person or property.

"Existing M5 Western Link Land" means the land to be leased to Interlink under the M5 Western Link Lease, as at 14 December 2002.

"Interface" means the interface between the Motorway and the M5.

"Interface Design Brief" means Appendix 25 to the Scope of Works and Technical Criteria read in conjunction with the Scope of Works and Technical Criteria.

"Interface Structures" means those structural and architectural parts of the M5 which must be adjusted as a consequence of the Project Works.

"Interface Systems" means those electrical, mechanical, hydraulic, electronic, fibre optic, telemetric and other information, data collection, detection and control system parts of the M5 which must be adjusted as a consequence of the Project Works.

"Interlink's Independent Engineer" means an independent engineer appointed by Interlink and approved by RMS in writing, such approval not to be unreasonably withheld.

"Lane Occupancy Fee" means, in respect of a traffic adjustment of a type described in Annexure 2, the lane occupancy fee specified for that type of traffic adjustment in Annexure 2.

"Morning Peak Period" means each of the following periods of time:

- (a) 4.00am to 9.30am on Monday to Friday (except public holidays); and
- (b) 4.00am to 10.00am on Saturday, Sunday and public holidays.

"M5" means the permanent works designed and constructed by Interlink in accordance with the M5 Project Deed and the M5 Western Link Project Deed, including any ancillary works which are not located on the M5 Lease Area.

"M5 Land" means land which is leased or is to be leased to Interlink under the M5 Lease.

"M5 Lease" means lease number 2022295 which is registered on Auto Consols 8645-43 and 8646-70 and is as defined in the M5 Project Deed

"M5 Lease Area" means the M5 Land and the Existing M5 Western Link Land.

"M5 Project Deed" means the deed entitled "F-5 Tollroad Project Deed" between RMS, the State of New South Wales and Interlink dated 21 February 1991 as amended from time to time.

"M5 Western Link Lease" means the lease in respect of the Existing M5 Western Link Land to be granted by RMS to Interlink pursuant to clause 4 of the M5 Western Link Project Deed which, as at 14 December 2002, has not been registered or completed.

"M5 Western Link Project Deed" means the deed so titled between RMS, the State of New South Wales and Interlink dated 15 June 1993, as amended from time to time.

"Off-Peak Period" means any period of time which is not a Peak Period.

"Peak Period" means:

- (a) a Morning Peak Period; or
- (b) an Afternoon Peak Period.

"Post-Satisfaction Date Budget" means the budget showing the third party costs and expenses which Interlink expects to incur after the Satisfaction Date in connection with the Motorway.

"Project Works" means all of the physical works including temporary works to be undertaken by the Companies under this Deed.

"Transferred M5 Western Link Land" means the land shown in Annexure 3 as "area to be transferred from M5 to WSO" and the stratum shown in Annexure 3 as "area to be transferred from M5 to WSO (stratum)".

"Varied M5 Western Link Land" means the Existing M5 Western Link Land excluding the Transferred M5 Western Link Land.

1.2 Interpretation

In this Schedule 15, references to clauses, exhibits and annexures are references to clauses, exhibits and annexures to or of this Schedule and a reference to this Schedule includes any exhibit or annexure to this Schedule.

2. Design and construction

2.1 Design Documentation

- (a) The Companies must provide to Interlink, at the same time as it is provided to RMS and the Independent Verifier under clause 8.3 of this Deed, a copy of the final Design Documentation for each stage of construction (in a self contained package which is capable of interpretation without reference to other material) for that part of the Project Works which affects the Interface Systems and the Interface Structures or which is to be carried out in the Affected Areas.
- (b) The Companies acknowledge and agree that:

- (i) Interlink's Independent Engineer may provide to RMS its written comments on the Design Documentation;
 - (ii) RMS will forward any comments provided by Interlink's Independent Engineer to the Independent Verifier;
 - (iii) the Independent Verifier will address any comments provided by Interlink's Independent Engineer under clause 2.1(b)(i) in the verification of the Design Documentation; and
 - (iv) the Companies must comply with the Design Documentation as verified by the Independent Verifier.
- (c) Unless otherwise agreed in writing by RMS, the Companies must not use for construction purposes any Design Documentation referred to in clause 2.1(a) unless:
- (i) a copy of that Design Documentation has been provided to Interlink; and
 - (ii) it has been verified by the Independent Verifier with any comments provided by Interlink's Independent Engineer under clause 2.1(b)(i) addressed by the Independent Verifier as part of the verification.

2.2 Construction Plan and Traffic Management and Safety Plan

- (a) The Companies must provide to Interlink, at the same time as they are provided to RMS under clause 7.4 of this Deed:
- (i) extracts of the Construction Plan for each stage of construction (in a self contained package which is capable of interpretation without reference to other material) detailing each Company's proposed work methods; and
 - (ii) extracts of the Traffic Management and Safety Plan for each stage of construction (in a self contained package which is capable of interpretation without reference to other material) detailing each Company's proposed management of the impact of its work on the capacity and performance of the traffic and transport network,
- to the extent only that they relate to that part of the Project Works which affects the Interface Systems and the Interface Structures or which is to be carried out in the Affected Areas.
- (b) The Companies acknowledge that Interlink's Independent Engineer may provide to RMS its comments on the extracts of the Construction Plan and the Traffic Management and Safety Plan provided pursuant to clause 2.2(a).
- (c) If RMS gives the Companies notice that the extract Construction Plan or the Traffic Management and Safety Plan does not comply with this Deed under clause 7.4(d) of this Deed and the Companies believe that RMS is not entitled to do so, the Parties agree that any such dispute between the Parties must be determined in accordance with the procedure set out in this clause 2.2 (instead of clause 26 of the Deed) if RMS provides this notice as a result of comments on the extract Construction Plan or Traffic Management and Safety Plan made by Interlink as referred to in clause 2.2(b).
- (d) Nothing in this clause 2.2 limits or otherwise affects RMS's rights under clause 7.4 of this Deed.

- (e) If requested by RMS, the Companies agree to attend and participate in discussions between RMS, Interlink and Interlink's Independent Engineer in respect of any dispute of the nature referred to in clause 2.2(c). The Companies acknowledge that, if RMS and Interlink do not resolve the dispute referred to in this clause 2.2(e), RMS or Interlink may, within 1 Business Day of the meeting, give written notice to the other requiring the dispute to be referred for expert determination.
- (f) The Companies and RMS acknowledge and agree that:
- (i) all disputes referred to expert determination as referred to in clause 2.2(e), will be determined by an independent engineer ("**Expert**") who is experienced in similar projects:
 - A. agreed by RMS and Interlink within 4 Business Days of the notice referred to in clause 2.2(e); or
 - B. if RMS and Interlink fail to agree on the identity of the expert within that 4 Business Day period, nominated by the President of the Institution of Engineers Australia. In the event that the person nominated by the President of the Institution of Engineers Australia is unavailable or is unwilling to act, the President of the Institute of Engineers will nominate another person (and this sentence will reapply until the person nominated is available and willing to act);
 - (ii) Interlink and RMS will enter into an agreement with the Expert to the effect that the Expert will not be liable in connection with the determination of the dispute, except in the case of fraud on the part of the Expert;
 - (iii) RMS and Interlink must make written submissions to the Expert within 4 Business Days of the date of appointment of the Expert and, if requested to do so by RMS, the Companies must prepare such submissions on behalf of RMS;
 - (iv) the determination of the Expert must be made within 24 hours of the expiry of the 4 Business Day period referred to in clause 2.2(f)(iii);
 - (v) the determination of the Expert will be final and binding on Interlink, the Companies and RMS; and
 - (vi) the Companies must bear their own costs in connection with the expert determination proceedings and must pay half of the cost of the Expert.

2.3 Construction

The Companies must:

- (a) carry out that part of the Project Works which affects the Interface Systems and the Interface Structures in accordance with the Design Documentation (as verified by the Independent Verifier) and the Interface Design Brief without any amendment or derogation from them and in a manner which minimises any damage to the M5 other than to the extent necessary to make the connection with the M5;
- (b) carry out the connection of the Motorway to the M5 in a way which minimises the disruption to the free flow of traffic on the M5; and

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- (c) use its best endeavours to complete and submit to RMS the "works as executed" drawings of the Transferred M5 Western Link Land within 18 months of the Completion Date of Stage 1.
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3. Affected Areas

3.1 Access to Affected Areas

- (a) The Companies must provide Interlink and RMS with at least 20 Business Days written notice of the dates upon which the Companies anticipates they will commence any adjustments to any Interface System or Interface Structure and not less than 3 Business Days written notice of the actual date upon which the Companies proposes to commence the adjustments of Interface Systems or Interface Structures (as applicable).
- (b) RMS will procure that Interlink gives the Companies access to the M5 at the times specified in the notices given to RMS and Interlink by the Companies under clause 3.1(a) for the purpose of carrying out the Project Works.
- (c) Prior to the Completion Date, the Companies must give Interlink's Independent Engineer access to the Affected Areas, subject to normal safety and security constraints, for the purposes of monitoring compliance with clause 2.3.

3.2 Reinstatement of Affected Areas

- (a) The Companies must:
- (i) ensure that the Affected Areas, including any landscaped works within the Affected Areas, are reinstated at least to the condition existing at the time of commencing any Project Works having regard to any condition surveys which the Companies have carried out in accordance with this Deed and clause 3.2(a)(ii); and
 - (ii) arrange joint condition inspections of the Affected Areas by Interlink, RMS and the Companies and (if required by Interlink, RMS or the Companies) arrange independent dilapidation surveys for the purpose of establishing the condition of the Affected Areas (at the Companies' cost):
 - A. immediately prior to first commencing Project Works within the M5 Lease Area; and
 - B. on completion of the Project Works within the M5 Lease Area by the Companies.
- (b) If a dispute arises between the Parties as to the reinstatement of the Affected Areas, the dispute must be determined in accordance with the procedure set out in this clause 3.2 (instead of clause 26 of the Deed).
- (c) If requested by RMS, the Companies agree to attend and participate in discussions between RMS, Interlink and Interlink's Independent Engineer in respect of any dispute of the nature referred to in clause 3.2(b). The Companies acknowledge that, if RMS and Interlink do not resolve the dispute referred to in this clause 3.2(c) RMS or Interlink may, within 1 Business Day of the meeting, give written notice to the other requiring the dispute to be referred for expert determination under clause 2.2(f).

3.3 Traffic adjustments to the M5

- (a) RMS acknowledges and agrees that:
 - (i) traffic adjustments to the M5 will be required for the connection of the Motorway to the M5;
 - (ii) the Companies are entitled to require RMS to procure Interlink to make such traffic adjustments in accordance with the procedure set out in clause 3.4; and
 - (iii) RMS will procure Interlink to undertake all such traffic adjustments in accordance with clause 3.4.
- (b) Without limiting the Companies' obligations under clause 6, the Companies:
 - (i) must pay RMS in accordance with clause 3.6 for services provided by Interlink in undertaking such traffic adjustments; and
 - (ii) must pay RMS a Lane Occupancy Fee pursuant to clause 3.7 for any such traffic adjustments.

3.4 Procedures for traffic adjustments

RMS and the Companies agree that the following procedure will apply to all traffic adjustments to the M5:

- (a) the Companies must advise RMS and Interlink of the proposed timing and duration of traffic adjustments within 40 Business Days after the Satisfaction Date and, if any changes have been made to the proposed program, provide updates of the program to RMS and Interlink as soon as practicable thereafter;
- (b) the Companies must give RMS and Interlink:
 - (i) a minimum of 20 Business Days written notice of the Companies' actual requirements for traffic adjustments; and
 - (ii) the notices referred to in item 1 of Annexure 1;
- (c) the notice periods referred to in clause 3.4(a) and clause 3.4(b) will not apply in the case of Emergency Works required to be undertaken by the Companies;
- (d) subject to clause 3.4(g), RMS must procure Interlink to carry out traffic adjustments to the M5 in accordance with the notices received by it from the Companies pursuant to clause 3.4(b) or as required by the Companies for Emergency Works;
- (e) RMS must procure Interlink to take all necessary action to ensure the safety of users of the M5 during the closure(s);
- (f) RMS must procure Interlink to allow the Companies occupation of the M5 to enable the Companies to undertake the Project Works and not hinder or disrupt the Companies in performing their obligations to RMS in respect of the Project Works; and
- (g) the Companies must obtain the prior written approval of RMS's Traffic Management Centre to any proposed traffic adjustment to the M5.

3.5 Companies to consult and co-operate

In exercising its rights under clauses 3.1 to 3.4, the Companies must consult and work co-operatively with Interlink and RMS.

3.6 Payment for effecting traffic adjustments

The Companies will pay RMS in accordance with the rates set out in Annexure 1 for services provided by Interlink in performing its functions described in clause 3.4.

3.7 Lane Occupancy Fees

If a traffic adjustment of a type described in Annexure 2 occurs as a direct result of the construction of the Project Works then the Companies will pay to RMS the Lane Occupancy Fee specified for that type of traffic adjustment in Annexure 2.

3.8 Payment claims

- (a) RMS must give the Companies claims for payment on account of amounts owing under clauses 3.6 and 3.7, separately showing the amount payable under each clause and containing evidence reasonably required by the Companies to support the amount claimed, within 15 Business Days of the end of each month.
- (b) The Companies must pay the amount set out in the payment claim, to the extent it is not disputed by the Companies, within 20 days of receipt of the payment claim.
- (c) In the event the Companies dispute a payment claim, the Companies must notify RMS within 5 Business Days after receiving the relevant invoice. RMS and the Companies will arrange for their respective executives who have authority to resolve the dispute to meet promptly in order to resolve the dispute. The Companies will pay any amount so resolved promptly after resolution of the dispute. If the dispute cannot be resolved, all parties are free to exercise their legal rights.
- (d) In the event that the Companies dispute a payment claim, RMS may request the Companies to procure the attendance of an executive of the Companies who has authority to resolve the dispute at a meeting of executives of RMS and Interlink in respect of the disputed payment claim with a view to resolving the dispute between the Companies, RMS and Interlink, and the Companies must comply with such a request.

3.9 RMS not liable for Interlink acts

- (a) RMS will use reasonable endeavours to procure Interlink to do what this Schedule 15 contemplates that Interlink will do or requires Interlink to do.
- (b) Subject to complying with its obligations in clause 3.9(a) of this Schedule and clause 7.15 of this Deed, RMS will not be liable to the Companies upon any Claim or for any Loss suffered or incurred by either Company arising out of or in any way in connection with Interlink failing to do what this Schedule 15 contemplates Interlink will do or requires Interlink to do.

4. Supply of surveillance camera feeds

- (a) The Companies must make available at the boundary of the M5 Lease Area (or other location as agreed), at no cost to Interlink, live video feeds from the Companies' Motorway surveillance cameras located within 3 km of the M5

interface. Operational control of the surveillance cameras will remain with the Companies.

- (b) RMS will procure that Interlink makes available to the Companies corresponding M5 video feeds (to the extent that they are available).

5. Interface Management

5.1 Reciprocal licences to access land

- (a) Either or both of the Companies (as necessary) will grant Interlink and any person acting with Interlink's authority a continuing and irrevocable licence to access the Transferred M5 Western Link Land during the period from the Completion Date until the expiry or termination of the M5 Western Link Lease for the purposes of carrying out maintenance and repairs to the M5, or for dealing with an emergency. RMS will procure that Interlink gives the Companies 3 days' notice or other notices as agreed between the Companies' and Interlink's maintenance managers of its intention to enter the Transferred M5 Western Link Land, except in the case of emergencies where no notice will be required.
- (b) RMS will procure that Interlink grants the Companies and any person acting with the Companies' authority a continuing and irrevocable licence to access the Varied M5 Western Link Land during the period from the Completion Date until the expiry or termination of the M5 Western Link Lease for the purposes of carrying out maintenance and repairs to the WSO, or for dealing with an emergency. The Companies will give Interlink 3 days' notice or other notice, as agreed between the Companies' and Interlink's maintenance managers of its intention to enter the Varied M5 Western Link Land, except in the case of emergencies where no notice will be required.

5.2 Management of the opening of the Interface

The Companies must notify Interlink 6 months prior to the opening to traffic of any section of the Interface with a view to Interlink and the Companies implementing appropriate procedures in respect of the opening of the Interface.

5.3 Principles for the Interface

The Companies must at least 6 months from the Satisfaction Date and every following 6 months, meet with Interlink to implement appropriate procedures in respect of the following:

- (a) ongoing maintenance of the Interface;
- (b) the grant of a licence from Interlink to the Companies in respect of closed circuit television;
- (c) the grant of a licence from the Companies to Interlink in respect of closed circuit television;
- (d) the management of emergencies and incidents;
- (e) the exchange of traffic management and traffic flow data between the Motorway and the M5; and
- (f) the erection and maintenance of motorway and service centre signage,

on the basis that the Companies and Interlink agree to reasonably participate in such discussions and the development of such procedures. RMS will procure that Interlink reasonably participates in such discussions and the development of such procedures on the same basis.

5.4 Advertising

The Companies must not place or permit the placement of any advertising signage on the Transferred M5 Western Link Land.

5.5 Maintenance of Motorway on Varied M5 Western Link Land

Subject to clause 5.3(a) the Companies must maintain and repair in accordance with the Scope of Works and Technical Criteria those parts of the Motorway located on the Varied M5 Western Link Land. RMS will procure that Interlink gives or ensures that the Companies have such access to the Varied M5 Western Link Land as the Companies requires to comply with its obligations under this clause.

6. RMS indemnity

Without limiting any of the Companies' other obligations under this Deed, the Companies indemnify RMS against any action, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (a) loss, loss of use of, or damage to the property of Interlink; and
- (b) personal injury (including death) or illness to any person,

arising out of or by reason of any act or omission, whether intentional, negligent or otherwise, by either Company in relation to the design and construction of the Project Works in the Affected Areas or otherwise within the M5 Lease Area.

7. Costs

- (a) Subject to clauses 7(b), 7(c) and 7(d) and receipt by the Companies of satisfactory documentation evidencing payment by Interlink, the Companies will pay RMS an amount equivalent to the reasonable third party costs and expenses incurred by Interlink in respect of all third party legal and technical advisors engaged by Interlink in relation to the planning, documentation, design, construction and/or opening of the Interface, as specified in the Post-Satisfaction Date Budget or otherwise required by RMS in accordance with clause 7.
- (b) As soon as practicable after the Satisfaction Date, RMS will provide the Companies with a Post-Satisfaction Date Budget.
- (c) RMS will provide the Companies with an estimate of the third party costs and expenses which Interlink anticipates will be incurred by Interlink, that are not specified in the Post-Satisfaction Date Budget, before they are incurred.
- (d) All invoices for services provided by a third party to Interlink in relation to the planning, documentation, design, construction and/or opening of the Interface will be forwarded to the Companies promptly after they have been paid by Interlink together with any relevant supporting documentation. The Companies will pay RMS the amount of such invoices (including any GST included in that invoice), to the extent they are not disputed by the Companies, within 20 days after receiving the invoice and supporting documentation from RMS.

-
- (e) In the event the Companies dispute an invoice, the Companies will notify RMS within 5 Business Days after receiving the relevant invoice. RMS and the Companies will arrange for their respective executives who have authority to resolve the dispute to meet promptly in order to resolve the dispute. The Companies will pay any amount so resolved promptly after resolution of the dispute. If the dispute cannot be resolved, all parties are free to exercise their legal rights.
 - (f) In the event that the Companies dispute an invoice, RMS may request the Companies to procure the attendance of an executive of the Companies who has authority to resolve the dispute at a meeting of executives of RMS and Interlink in respect of the disputed invoice with a view to resolving the dispute between the Companies, RMS and Interlink, and the Companies must comply with such a request.
-

8. Disclaimer

- (a) The Companies acknowledge that neither RMS nor Interlink has:
 - (i) made any representation;
 - (ii) given any information or advice; or
 - (iii) given any warranty,of any kind in respect of any information or data supplied or made available by Interlink or RMS .
 - (b) The Companies also acknowledge and agree that neither RMS nor Interlink acquires any liability for or in connection with matters in respect of which RMS or Interlink has reviewed documents, provided information or given comments or consent.
-

9. GST

- (a) Any consideration provided for a supply made pursuant to this Schedule is GST-exclusive unless otherwise provided.
 - (b) If a party making a supply made pursuant to this Schedule ("**supplier**") has a GST liability upon that supply, then the recipient of the supply ("**recipient**") must, in addition to the consideration payable or to be provided in respect of the supply, pay an additional amount representing the supplier's GST liability upon the supply. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the supplier's GST liability for the purpose of this clause. For the avoidance of doubt, the additional GST amount payable by the recipient under this paragraph (b) is not itself to be grossed-up.
 - (c) The additional amount on account of GST pursuant to clause 9(b) in relation to a supply is payable at the same time as the consideration is to be provided for the supply or no later than seven days after a tax invoice is issued to the recipient for that supply (whichever is later).
 - (d) If the amount of GST recovered by the supplier from the recipient differs from the amount of GST payable at law by the supplier (or an entity grouped with the supplier for GST purposes) in respect of the supply, the amount of the difference must be paid by or refunded to the recipient, as the case may be. Any additional amount of GST payable by the recipient is payable upon the issue of an adjustment note by the supplier.
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- (e) Where one party ("**payer**") is liable to reimburse or indemnify another party ("**payee**") for any cost or expenditure incurred by the payee ("**Expenditure**"), the amount of the reimbursement or indemnity payment shall be the full amount of the Expenditure less the amount of any input tax credit to which the payee (or any entity grouped with the payee for GST purposes) is entitled with respect to the Expenditure plus any additional amount on account of GST in accordance with clause 9(b).
- (f) 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.
- (g) Except where this Schedule provides otherwise, terms used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* will have the meanings given in that Act.

10. Notices to Interlink

Any communication with Interlink under or in accordance with this Schedule 15 must be addressed as shown below (or to such other address as notified in writing by RMS or Interlink from time to time):

Interlink Roads Pty Ltd

Address: Toll Plaza,
M5 South Western Motorway
HAMMONDVILLE NSW 2170
(PO Box 700, Moorebank NSW 1875)

Facsimile: (02) 9825 1101

Attention: General Manager.

Annexure 1 Rates and prices for effecting traffic adjustments

(Clause 3.6)

The Companies will pay RMS in accordance with the rates set out in this Annexure for the services actually provided by Interlink in effecting traffic adjustments in accordance with clause 3.4.

The rates set out in this Annexure will apply for the duration of this Schedule 15. All rates are exclusive of GST.

1. Traffic Control Crew

- Day Time Work [REDACTED] per hour
- Night Time Work [REDACTED] per hour

Notes:

- (a) Day Time Work means work between the hours of 6.00 am and 5.59 pm.
- (b) Night Time Work means work between the hours of 6.00 pm and 5.59 am.
- (c) The above rates apply on a depot-to-site-to-depot basis.
- (d) There is a minimum charge of four hours per traffic adjustment.
- (e) In the event of cancellation within 4 hours of a scheduled closure a 4 hour charge will be made.
- (f) At least 1 clear working days' notice must be provided for Day Time Work.
- (g) At least 2 clear working days' notice must be provided for Night Time Work.
- (h) The above rates include provision for:
 - (i) 2 qualified Traffic Controllers;
 - (ii) 1 truck with rotating beacon lights;
 - (iii) 1 flashing arrow trailer; and
 - (iv) sufficient signs and cones suited to a short term single lane closure and a 500 m long work site.
- (i) The above rates do not include the use of 1 metre high highway type bollards. If such is required, the above rates are increased by [REDACTED].

2. Portable Variable Message Devices

- [REDACTED] per day;
- [REDACTED] per 7 day week.

Notes:

- (a) These rates include provision for:

- (i) the supply of one LED type solar powered variable message device with directional arrow capacity but no other graphic symbol display;
 - (ii) a display board not exceeding 2.7 m long;
 - (iii) the capacity of display alternating screens; and
 - (iv) the initial set-up at a nominated site and display of initial message and one removal from the M5.
- (b) These rates do not include provision for relocation from an initial position. Relocation charges of [REDACTED] apply for any relocation.
 - (c) Interlink can assist in designing messages based on its experience but accepts no responsibility for the approval or design of displayed messages.
 - (d) No messages can be displayed which may, in the opinion of Interlink, deter motorists from using M5 South West Motorway except as provided for in the Traffic Management & Safety Plan.

3. **Portable Barriers**

- Precast Type 5 concrete barriers [REDACTED] per day per metre
- "Triton" or equivalent plastic barriers [REDACTED] per day per unit
- One-way transportation per load of 5 concrete units or 30 unfilled plastic units [REDACTED]
- Daily rate for maintenance of portable barrier traffic control [REDACTED]

Notes:

- (a) These rates do not include provision for short term traffic control associated with placing, relocation or removal of these barriers. Traffic control for such purposes would be charged additionally as per the rates in Item 1 and, if an additional VMS is required, Item 2 above.
- (b) The daily rate for maintenance of portable barrier control does not include removal/replacement of damaged units arising from vehicular or related impacts. Such work would be charged at cost plus [REDACTED] for individual situations. Associated traffic control shall be charged additionally as per the rates in Item 1 and, if an additional VMS is required, Item 2 above.

4. **Advance advertising, temporary VMS, temporary traffic barriers and lane markings**

These services, if required, shall be charged at cost plus [REDACTED].

5. **Other services**

All other services provided by Interlink in effecting traffic adjustments in accordance with clause 3.4 which are not otherwise covered by this Annexure will be charged at cost plus [REDACTED].

Annexure 2 Lane Occupancy Fees

(Clause 3.7)

Type of traffic adjustment	Lane Occupancy Fee per Carriageway (exclusive of GST)
<p>1. Morning Peak Periods</p> <p>1.1 Two lanes (whether existing or new) available in a carriageway during a Morning Peak Period but the posted speed of one or more lanes is reduced below a level which is 20km/h below the posted speed as at 14 December 2002.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>1.2 One lane (whether existing or new) available in a carriageway during a Morning Peak Period.</p>	<p>[REDACTED]</p>
<p>1.3 Complete closure of a carriageway during a Morning Peak Period.</p>	<p>[REDACTED]</p>
<p>2. Afternoon Peak Periods</p> <p>2.1 Two lanes (whether existing or new) available in a carriageway during an Afternoon Peak Period but the posted speed of one or more lanes is reduced below a level which is 20km/h below the posted speed as at 14 December 2002.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>2.2 One lane (whether existing or new) is available in a carriageway during an Afternoon Peak Period.</p>	<p>[REDACTED]</p>
<p>2.3 Complete closure of a carriageway during an Afternoon Peak Period.</p>	<p>[REDACTED]</p>
<p>3. Off-Peak Periods</p> <p>3.1 Two lanes (whether existing or new) available in a carriageway during an Off-Peak Period.</p>	<p>[REDACTED]</p>
<p>3.2 One or two lanes (whether existing or new) completely closed between 8:30 pm and 4:00 am.</p>	<p>[REDACTED]</p>

Type of traffic adjustment	Lane Occupancy Fee per Carriageway (exclusive of GST)
3.3 One or two lanes (whether existing or new) completely closed between 9:30 am and 2:00 pm	[REDACTED]

[Note: For 1.2, 1.3, 2.2 and 2.3, the assumption is that approval will only be given by RMS's Traffic Management Centre for lane closures for Emergency Works. For 3.2 and 3.3, the assumption is that approval will only be given for two lanes closed for short intermittent periods of time for girder placement or for Emergency Works. Otherwise, traffic planning will only permit one lane closed at a time].

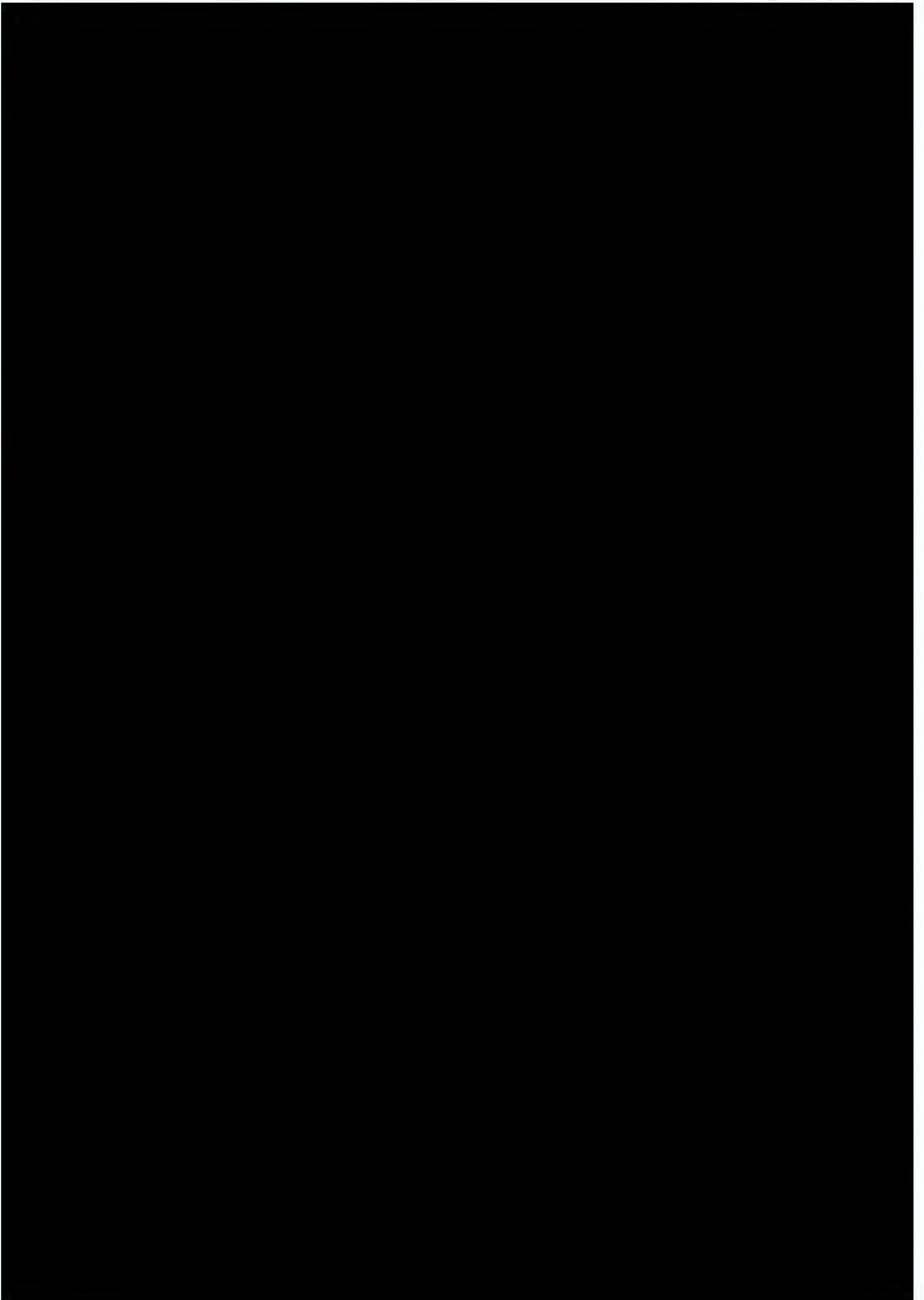
Annexure 3
Transferred M5 Western Link Land

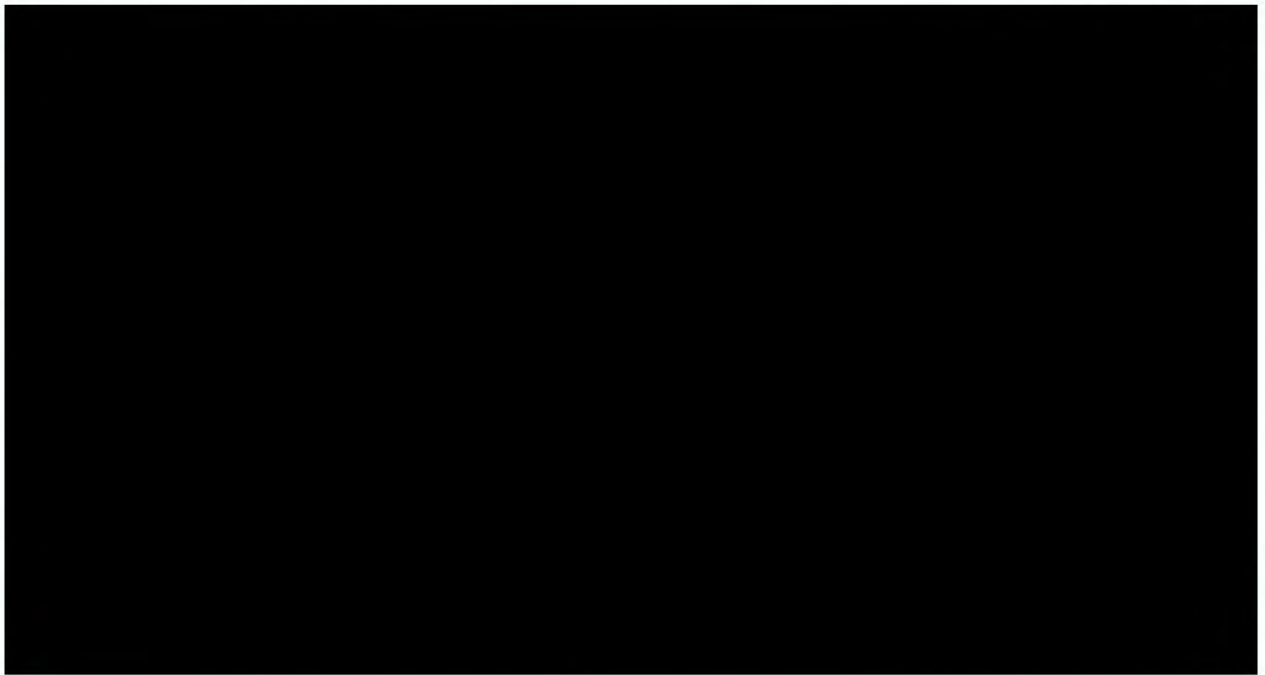
Schedule 16

[REDACTED]

[REDACTED]

[REDACTED]



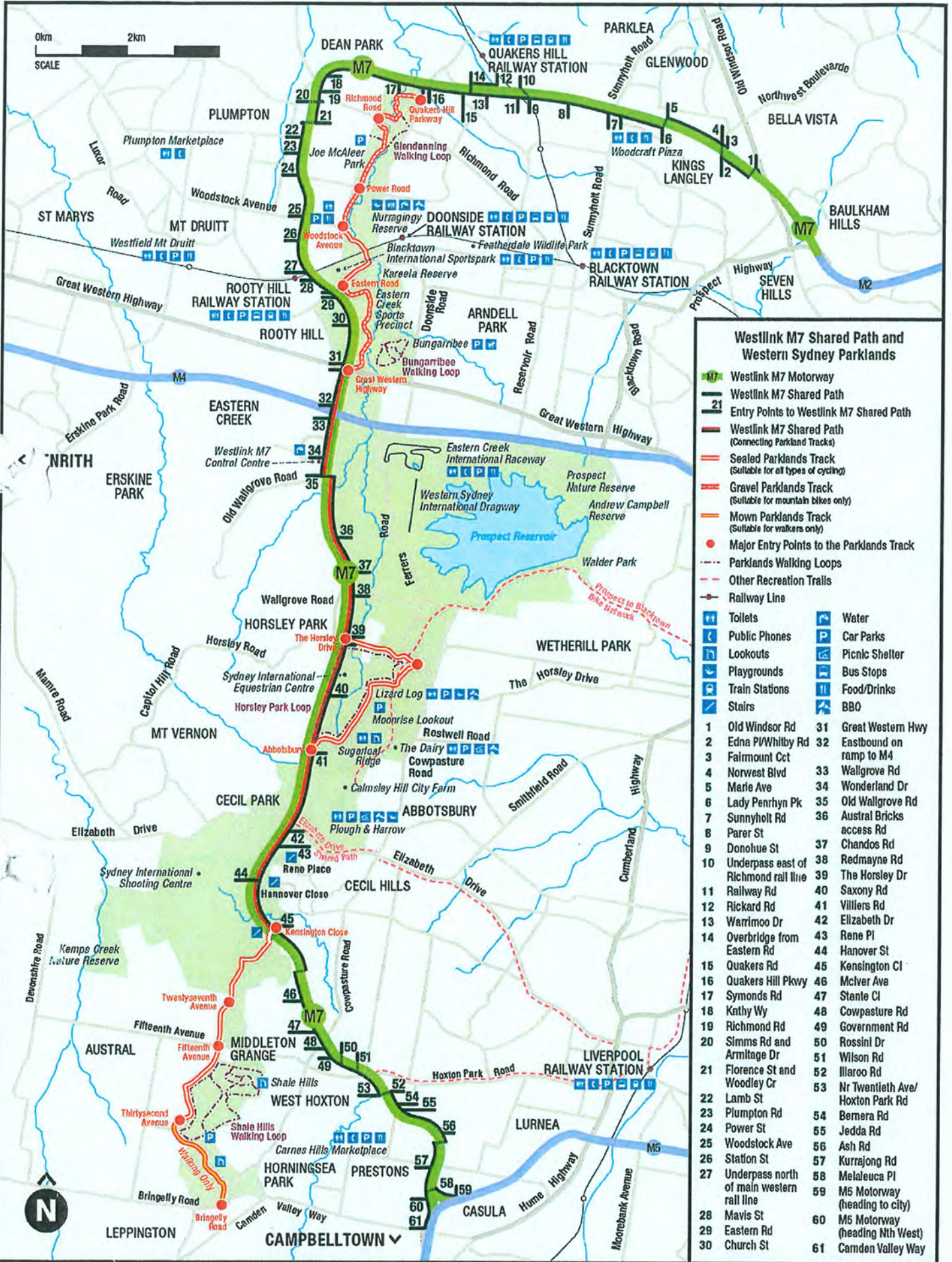


Schedule 17
Scope of Works and Technical Criteria on and from the Date of Integration
Completion

SWTC Exhibit "A" to the Western Sydney Orbital Project Deed Amendments

Amend Exhibit "A" as follows:

Section	Modify the following paragraphs:
5.2 Design Life	(b) Except as specified in Appendix 20, or Appendix B.13 of the M7-M12 Integration Project Scope of Works and Technical Criteria for the Retained Works, as defined in the M7-M12 Integration Project Deed , the various Assets must have the following minimum Design Life:
10.1 Specified Design Life	(a) For the purposes of this section 10, the "Specified Design Life" is: (ii) for any particular Asset Item or Asset Sub-Item specified in Appendix 20, or Appendix B.13 of the M7-M12 Integration Project Scope of Works and Technical Criteria for the Retained Works, as defined in the M7-M12 Integration Project Deed , the minimum Design Life prescribed for that Asset Item or Asset Sub-Item in Appendix 20, or Appendix B.13 of the M7-M12 Integration Project Scope of Works and Technical Criteria for the Retained Works, as defined in the M7-M12 Integration Project Deed . Appendix 20 must be finalised as part of the Design Documentation and continually update [sic] during the Term.
10.2 Specified Residual Design Life	(b) Notwithstanding paragraph (a) above and subject to paragraph (c) below, the Specified Residual Design Life of any Asset Item or Asset Sub-Item must be not less than 5 years, with the exception of the Motorway continuously reinforced concrete pavement (CRCP) .



Westlink M7 Shared Path and Western Sydney Parklands

- Westlink M7 Motorway
- Westlink M7 Shared Path
- Entry Points to Westlink M7 Shared Path
- Westlink M7 Shared Path (Connecting Parkland Tracks)
- Sealed Parklands Track (Suitable for all types of cycling)
- Gravel Parklands Track (Suitable for mountain bikes only)
- Mown Parklands Track (Suitable for walkers only)
- Major Entry Points to the Parklands Track
- Parklands Walking Loops
- Other Recreation Trails
- Railway Line

- Toilets
- Public Phones
- Lookouts
- Playgrounds
- Train Stations
- Stairs
- Water
- Car Parks
- Picnic Shelter
- Bus Stops
- Food/Drinks
- BBO

- | | |
|--|-------------------------------------|
| 1 Old Windsor Rd | 31 Great Western Hwy |
| 2 Edna P/W/Whitby Rd | 32 Eastbound on ramp to M4 |
| 3 Fairmount Cct | 33 Wallgrove Rd |
| 4 Norwest Blvd | 34 Wonderland Dr |
| 5 Marie Ave | 35 Old Wallgrove Rd |
| 6 Lady Penrhyn Pk | 36 Austral Bricks access Rd |
| 7 Sunnyholt Rd | 37 Chandos Rd |
| 8 Parer St | 38 Redmayne Rd |
| 9 Donohue St | 39 The Horsley Dr |
| 10 Underpass east of Richmond rail liine | 40 Saxony Rd |
| 11 Railway Rd | 41 Villiers Rd |
| 12 Rickard Rd | 42 Elizabeth Dr |
| 13 Warrimoo Dr | 43 Rene Pl |
| 14 Overbridge from Eastern Rd | 44 Hanover St |
| 15 Quakers Rd | 45 Kensington Cl |
| 16 Quakers Hill Pkwy | 46 Mclver Ave |
| 17 Symonds Rd | 47 Stantle Cl |
| 18 Kathy Wy | 48 Cowpasture Rd |
| 19 Richmond Rd | 49 Government Rd |
| 20 Simms Rd and Armitage Dr | 50 Rossini Dr |
| 21 Florence St and Woodley Cr | 51 Wilson Rd |
| 22 Lamb St | 52 Iilaroo Rd |
| 23 Plumpton Rd | 53 Nr Twentieth Ave/ Hoxton Park Rd |
| 24 Power St | 54 Bernera Rd |
| 25 Woodstock Ave | 55 Jedda Rd |
| 26 Station St | 56 Ash Rd |
| 27 Underpass north of main western rail line | 57 Kurrajong Rd |
| 28 Mavis St | 58 Melaleuca Pl |
| 29 Eastern Rd | 59 M5 Motorway (heading to city) |
| 30 Church St | 60 M5 Motorway (heading Nth West) |
| | 61 Camden Valley Way |

In an emergency call: 000 (or 112 if out of mobile range)
 Contact Westlink M7: 9834 9200 (24 hours)
 Western Sydney Parklands Ranger 9am-5pm Sat/Sun: 0402 696 255
www.westlinkm7.com.au www.westernsydeyparklands.com.au



westlink
M7

Western Sydney Parklands

Western Sydney Orbital Project Deed

EXHIBIT A

SCOPE OF WORKS AND
TECHNICAL CRITERIA

Appendix 1

Maintenance Site

Roads and Traffic Authority of NSW



Appendix 12

~~CONSTRUCTION SITE~~ and MAINTENANCE SITE

1. ~~CONSTRUCTION SITE~~

2. ~~MAINTENANCE SITE~~

3 February 2023



Appendix 12

2. Maintenance Site

The Maintenance Site is the land and air space described in the Maintenance Site Drawings listed, plus any other area which the Company is required to Maintain or on which the Company is required to carry out work during the term other than the Motorway Stratum.

Schedule of Maintenance Site Drawings

Drawing No.	Title	Date/Issue
WSO_SWTC_A02_02	Western Sydney Orbital Maintenance Site, Sheets 1, 1A, 2 to 34	TBA
SKR-800	Maintenance Site Plan STN 0.5km To 0.0km	D
SKR-801	Maintenance Site Plan STN 0.0km To 0.75km Sheet 1	D
SKR-802	Maintenance Site Plan STN 0.0km To 0.75km Sheet 2	D
SKR-803	Maintenance Site Plan STN 0.0km To 0.75km Sheet 3	D
SKR-804	Maintenance Site Plan STN 0.0km To 0.75km Sheet 4	A
SKR-805	Maintenance Site Plan STN 0.75km To 1.5km Sheet 1	D
SKR-806	Maintenance Site Plan STN 0.75km To 1.5km Sheet 2	C
SKR-807	Maintenance Site Plan STN 1.5km To 2.0km	D
SKR-810	Maintenance Site Plan STN 2.0km To 2.5km	D
SKR-810a	Maintenance Site Plan STN 2.5km To 4.0km	A
SKR-811	Maintenance Site Plan STN 4.0km To 4.5km	D
SKR-811a	Maintenance Site Plan STN 4.5km To 5.0km	A
SKR-827	Maintenance Site Plan STN 16.5km To 17.0km	D
SKR-831	Maintenance Site Plan STN 18.65km To 19.25km	A
SKR-832	Maintenance Site Plan STN 19.25km To 20.0km Sheet 1	A




SKR-833	Maintenance Site Plan STN 19.35km To 20.0km – Sheet 2	B
SKR-834	Maintenance Site Plan STN 19.35km To 20.0km – Sheet 3	B
SKR-835	Maintenance Site Plan STN 19.35km To 20.0km – Sheet 4	B
SKR-836	Maintenance Site Plan STN 20.0km To 20.5km	A
SKR-840	Maintenance Site Plan STN 22.0km To 23.0km	B
SKR-852	Maintenance Site Plan STN 29.0km To 29.5km	B
SKR-859	Maintenance Site Plan STN 33.7km To 34.3km – Sheet 1	C
SKR-864	Maintenance Site Plan STN 36.0km To 36.5km – Sheet 2	B
SKR-865	Maintenance Site Plan STN 36.5km To 37.5km	B
SKR-868	Maintenance Site Plan STN 38.5km To 39.5km	C
SKR-869	Maintenance Site Plan STN 39.5km To 40.0km	B

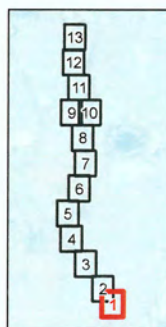
[RTA Note: The Maintenance Site drawings included in the RFP documents will be replaced by drawings of the agreed concept of the Preferred Proponent showing the extent of the Maintenance Site in accordance with the principles of the Maintenance Site drawings included in the RFP documents. Proponent to consider using the final RFP version Maintenance Site Drawings and advise of any issues. The schedule above will be completed once the drawings are finalised.]



SCOPE OF WORKS AND TECHNICAL CRITERIA
APPENDIX 1 MAINTENANCE SITE
DOCUMENT: G017 | DRAFT

Legend

-  Maintenance Site
-  Maintenance Site (Stratum)
-  M7-M12 Interchange and M7 Widening Works (Contractor's Concept Design)

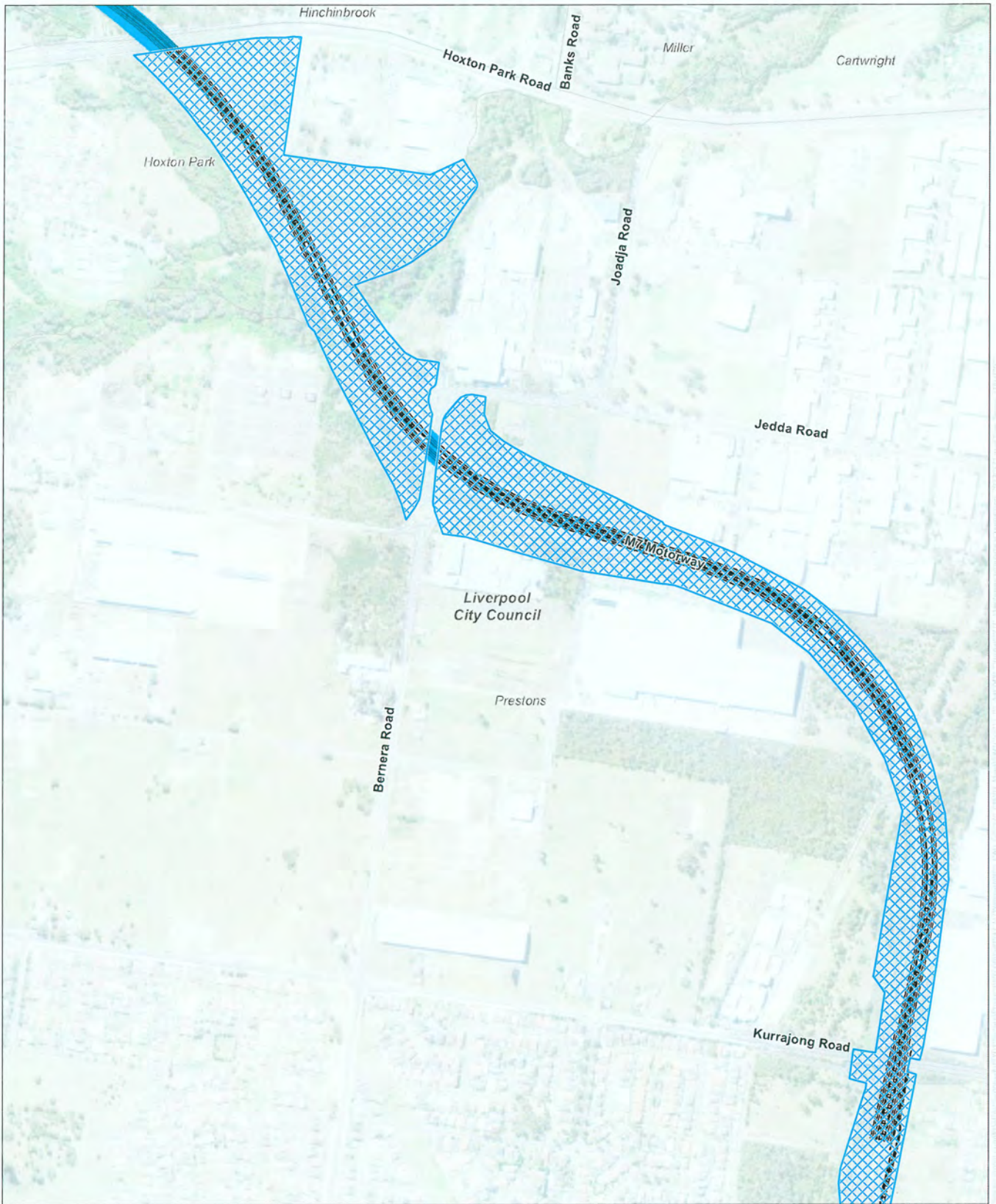


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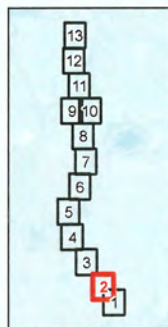
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SCOPE OF WORKS AND TECHNICAL CRITERIA
APPENDIX 1 MAINTENANCE SITE
DOCUMENT: G017 | DRAFT

Legend

-  Maintenance Site
-  Maintenance Site (Stratum)
-  M7-M12 Interchange and M7 Widening Works (Contractor's Concept Design)

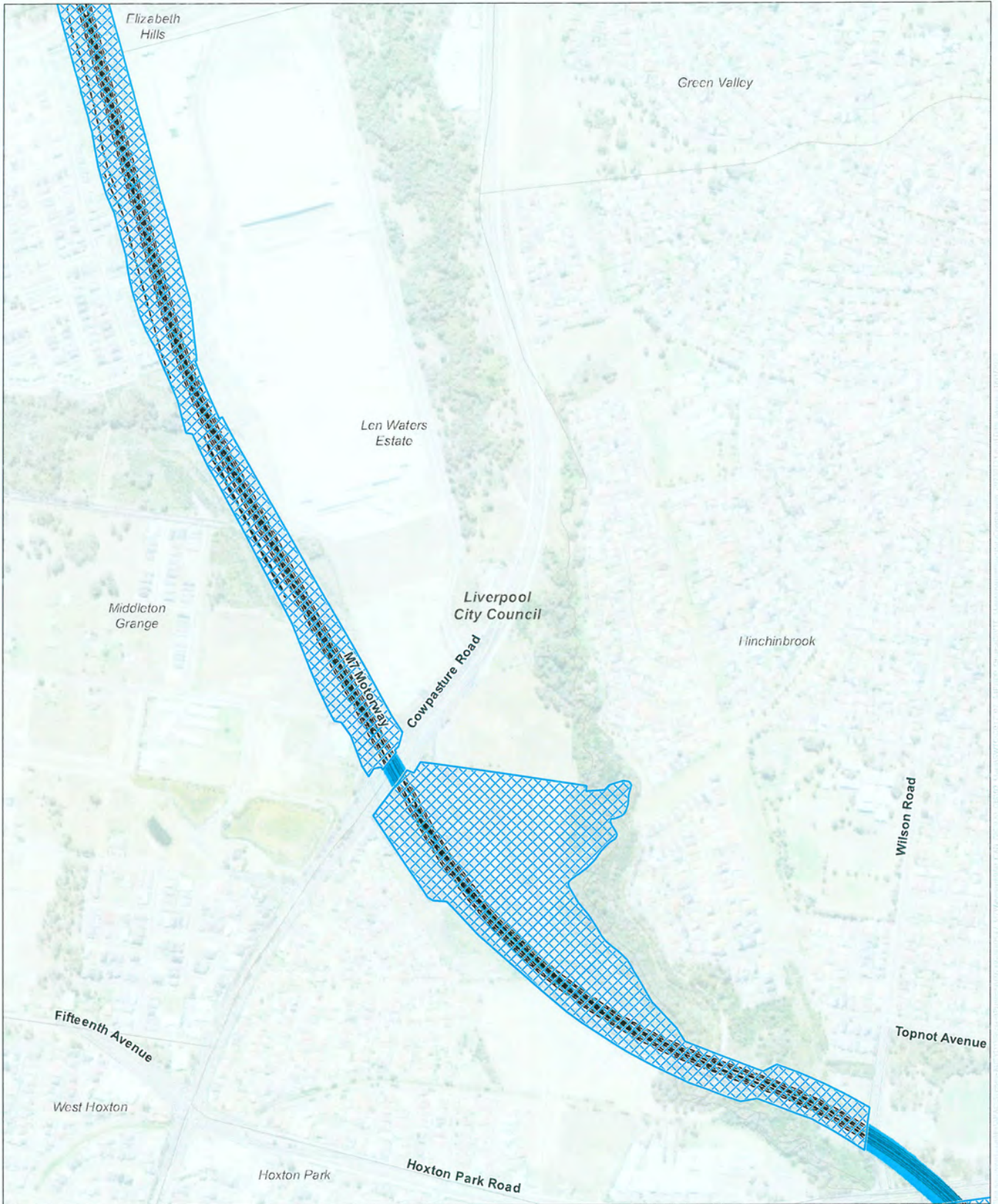


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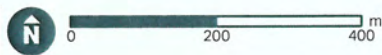
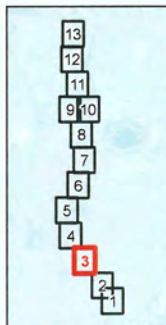
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SCOPE OF WORKS AND TECHNICAL CRITERIA
APPENDIX 1 MAINTENANCE SITE
DOCUMENT: G017 | DRAFT

Legend

-  Maintenance Site
-  Maintenance Site (Stratum)
-  M7-M12 Interchange and M7 Widening Works (Contractor's Concept Design)

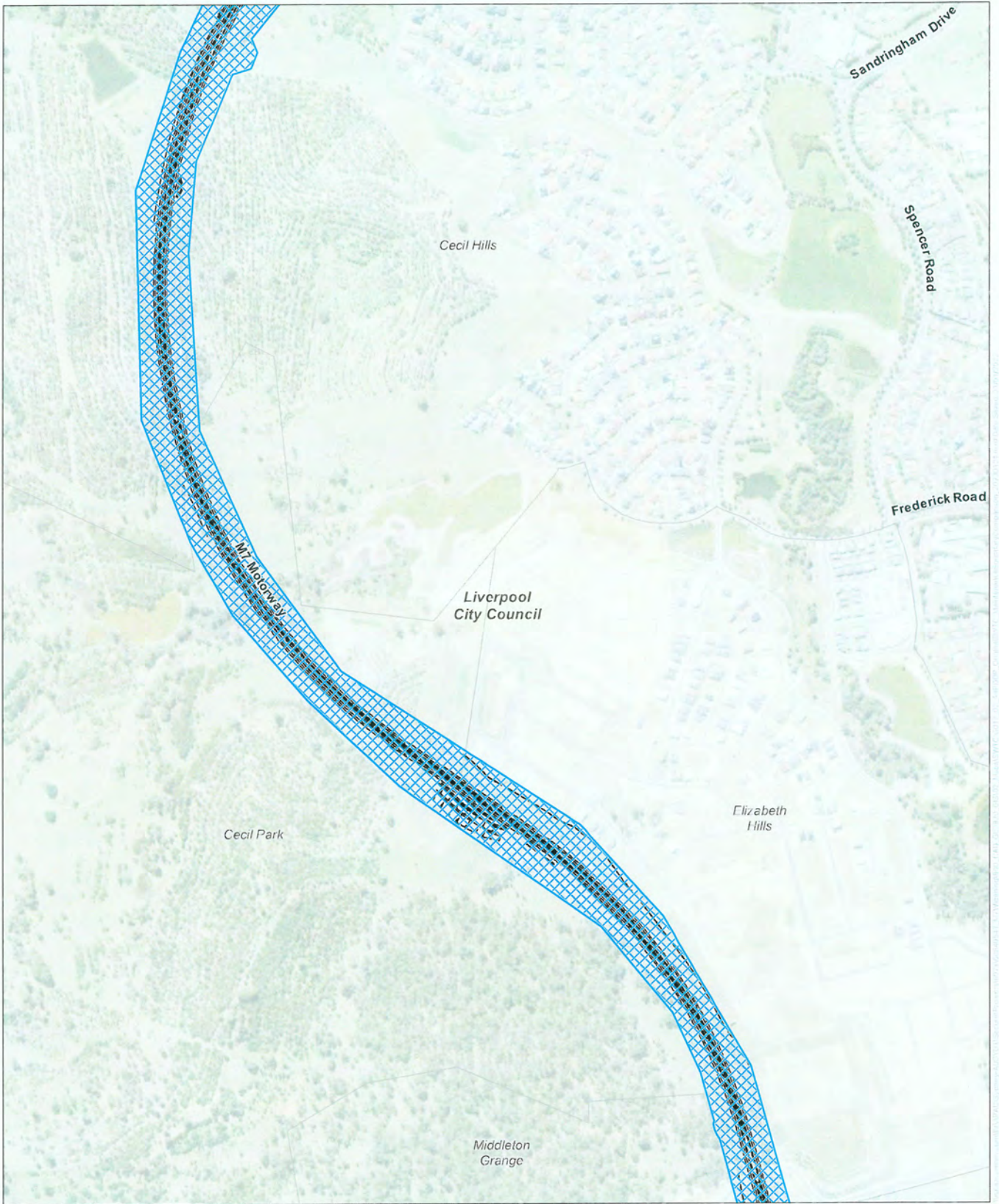


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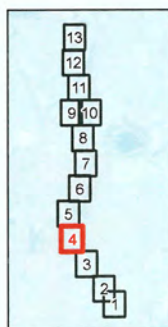
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SCOPE OF WORKS AND TECHNICAL CRITERIA
APPENDIX 1 MAINTENANCE SITE
DOCUMENT: G017 | DRAFT

Legend

-  Maintenance Site
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-  M7-M12 Interchange and M7 Widening Works (Contractor's Concept Design)

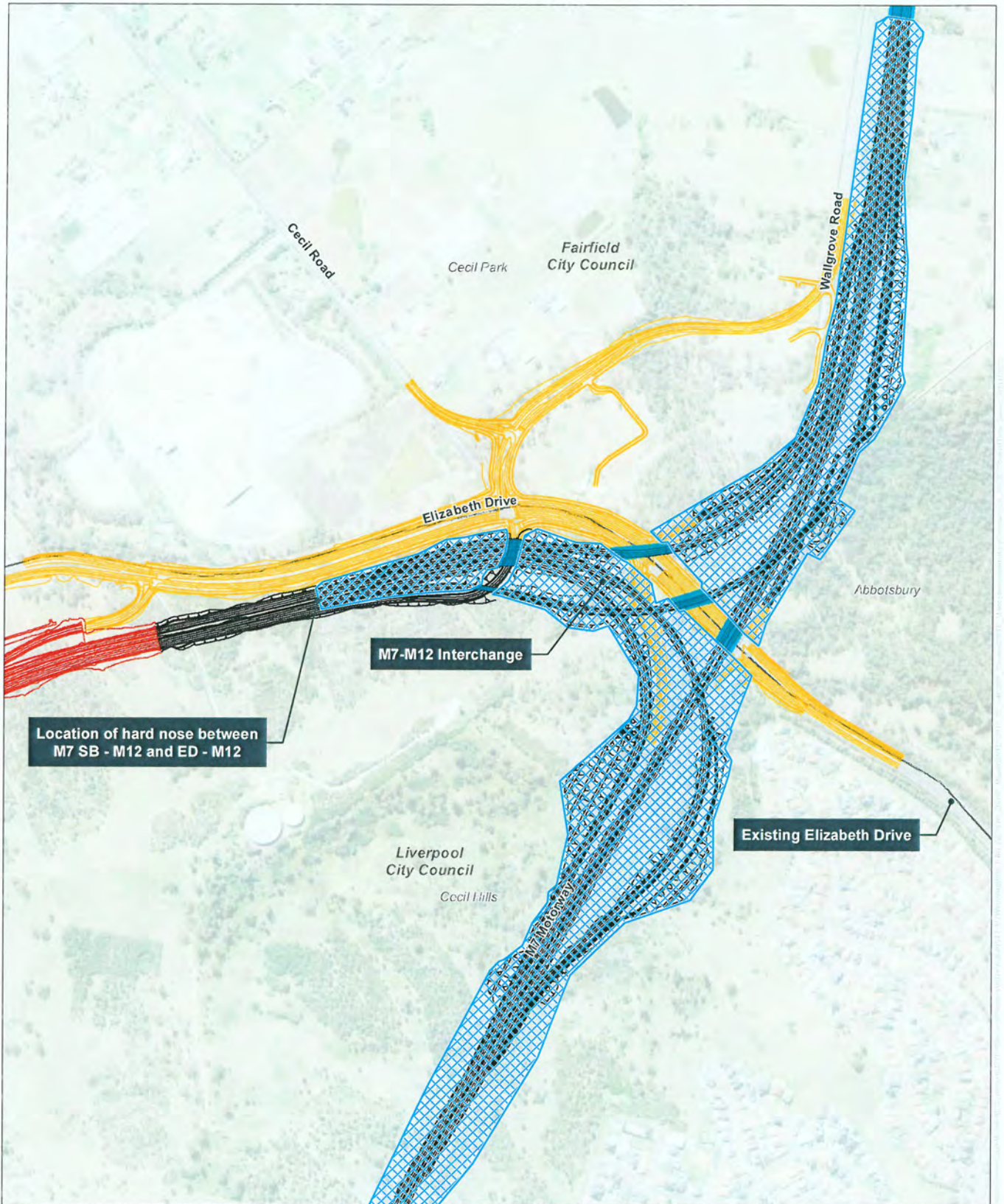


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Location of hard nose between M7 SB - M12 and ED - M12

M7-M12 Interchange

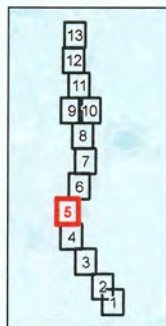
Existing Elizabeth Drive

SCOPE OF WORKS AND TECHNICAL CRITERIA

APPENDIX 1 MAINTENANCE SITE
DOCUMENT: G017 | DRAFT

Legend

-  Maintenance Site
-  Maintenance Site (Stratum)
-  M7-M12 Interchange and M7 Widening Works (Contractor's Concept Design)
-  Elizabeth Drive Connection (Contractor's Concept Design)
-  M12 Central (Separate Contract)

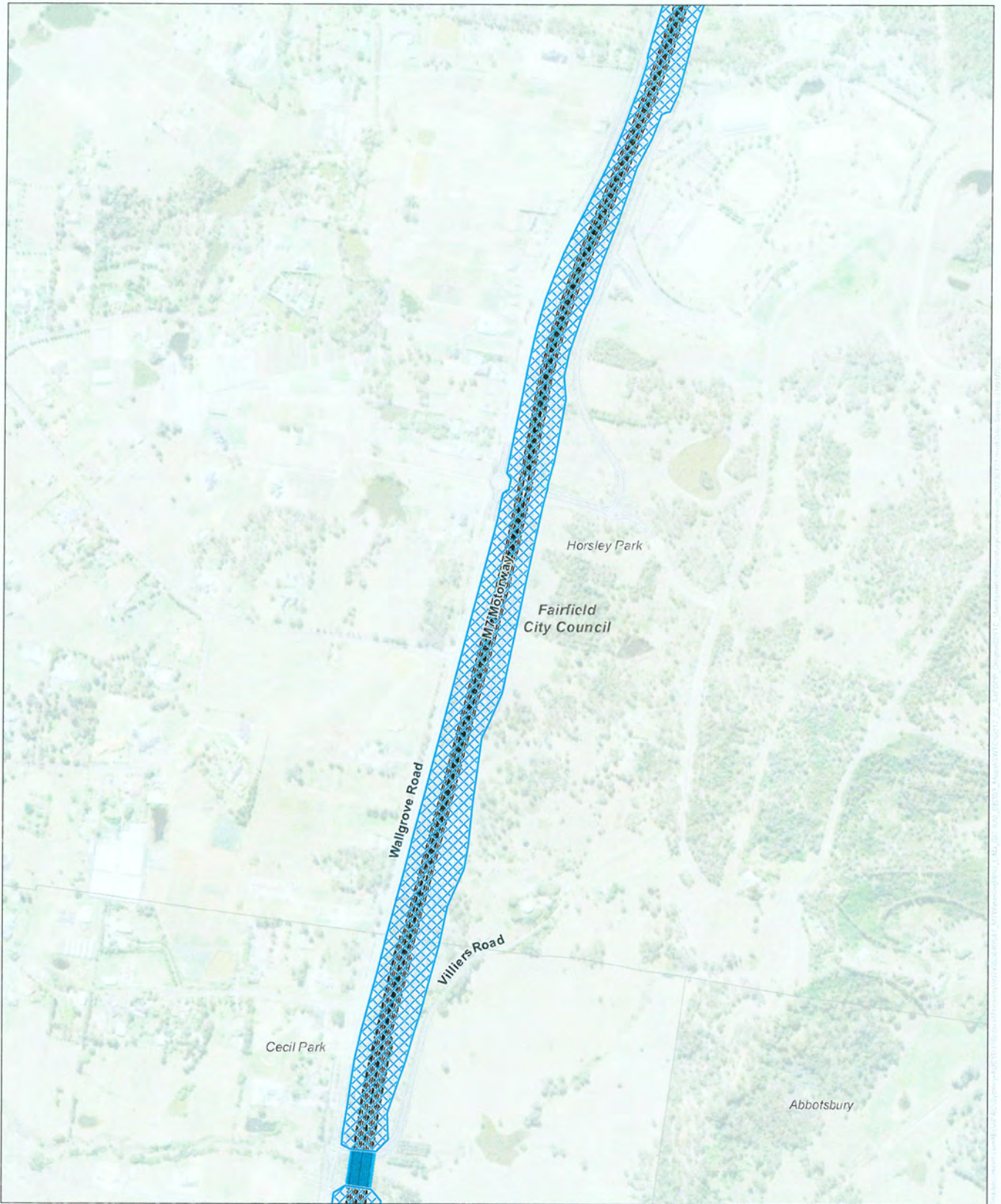


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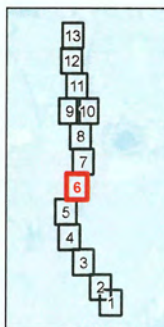
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SCOPE OF WORKS AND TECHNICAL CRITERIA
APPENDIX 1 MAINTENANCE SITE
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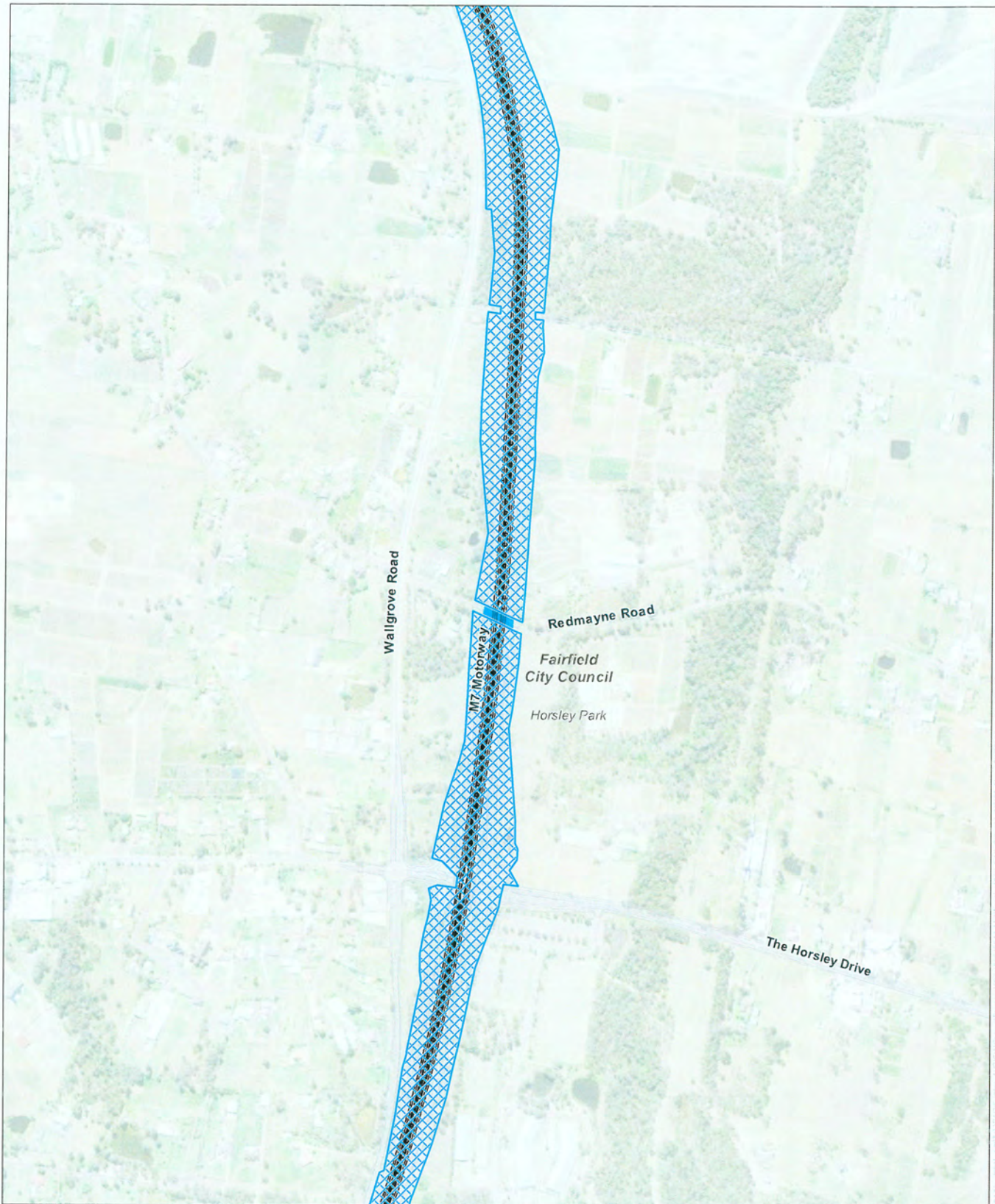


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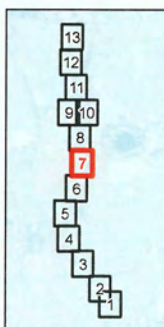
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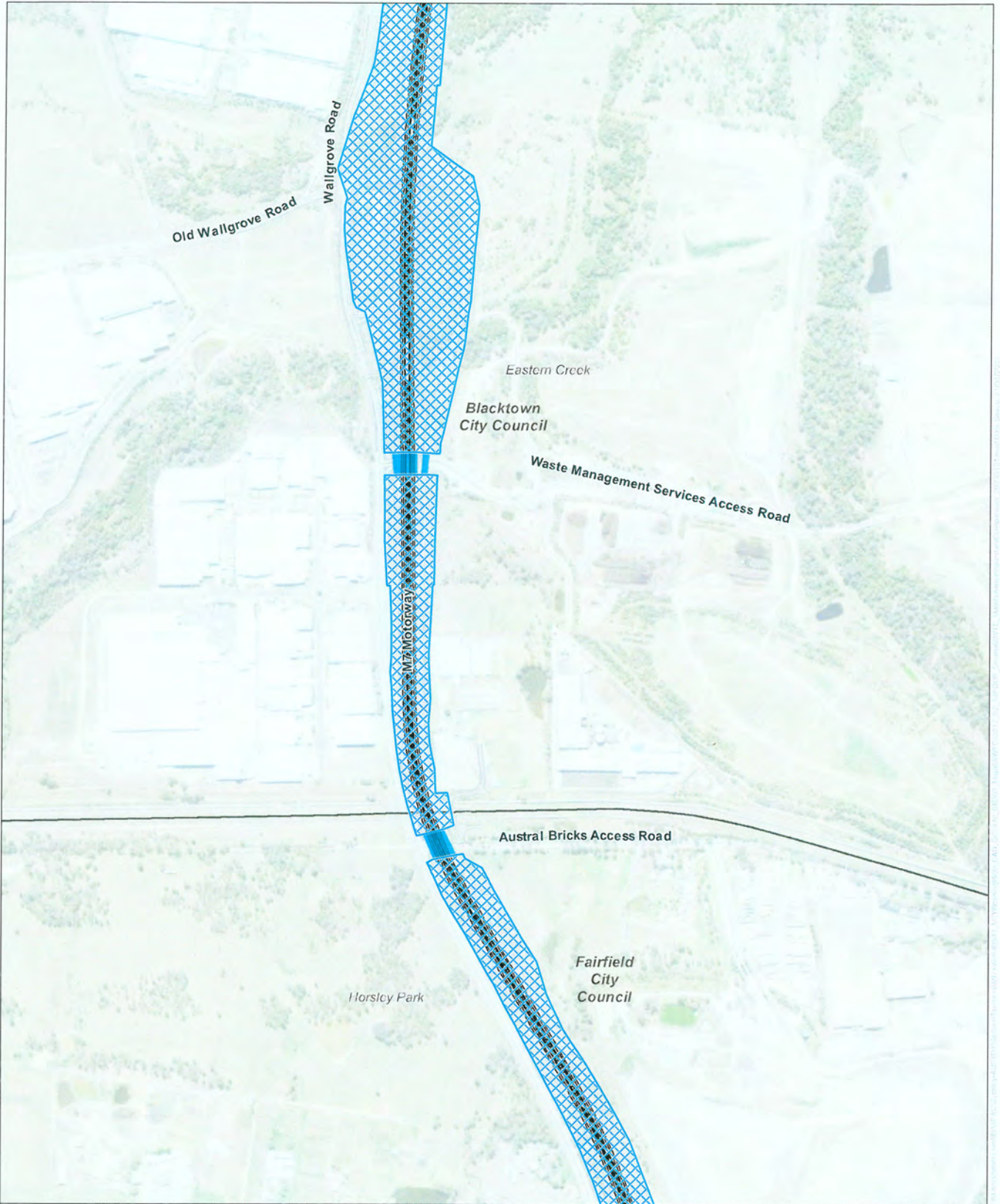
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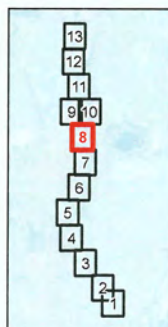


SCOPE OF WORKS AND TECHNICAL CRITERIA

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-  Maintenance Site
-  Maintenance Site (Stratum)
-  M7-M12 Interchange and M7 Widening Works (Contractor's Concept Design)






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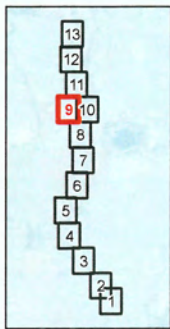


SCOPE OF WORKS AND TECHNICAL CRITERIA

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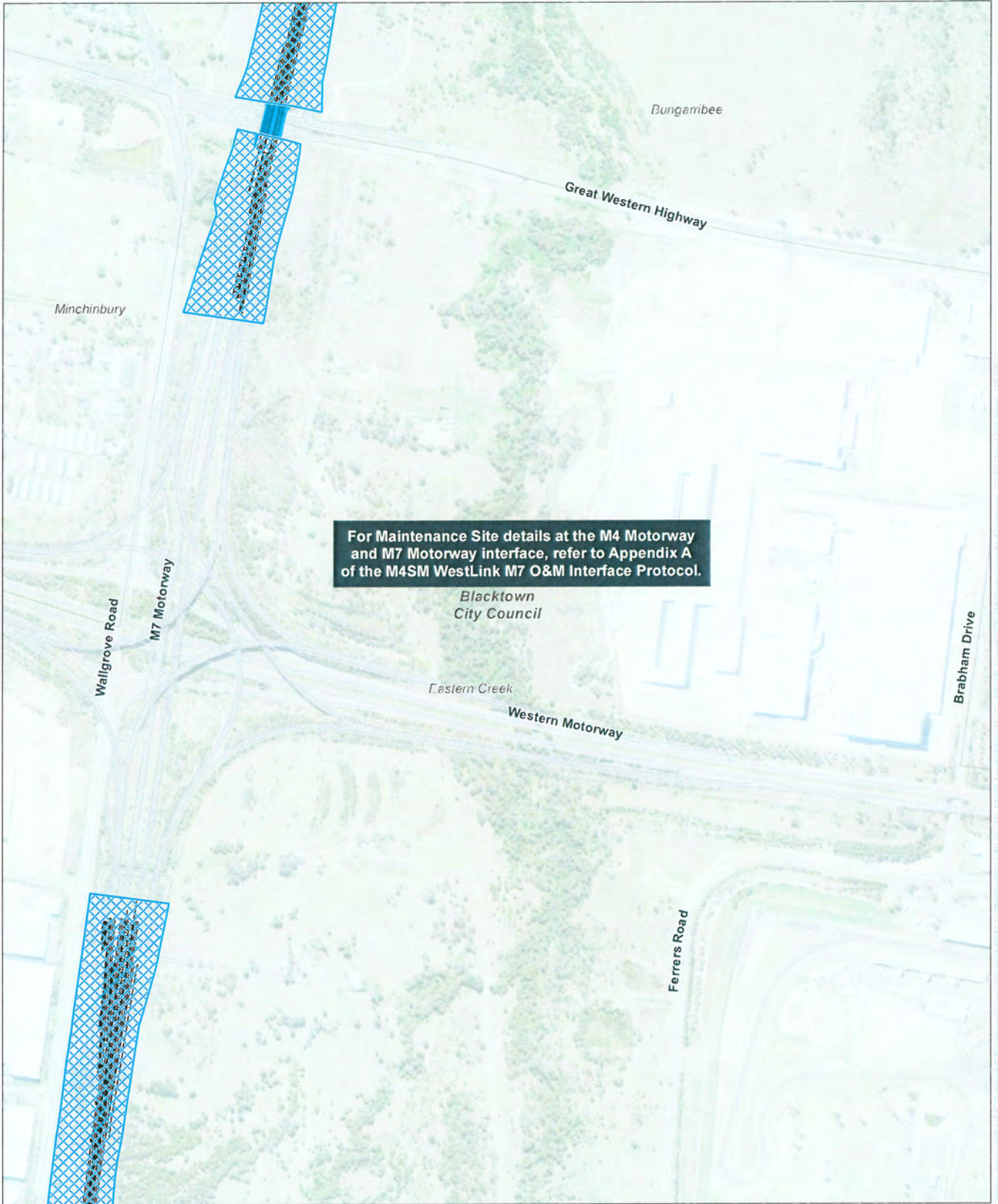


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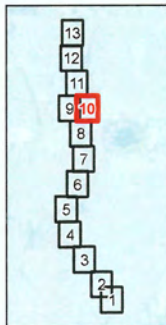


For Maintenance Site details at the M4 Motorway and M7 Motorway interface, refer to Appendix A of the M4SM WestLink M7 O&M Interface Protocol.

SCOPE OF WORKS AND TECHNICAL CRITERIA
APPENDIX 1 MAINTENANCE SITE
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Legend

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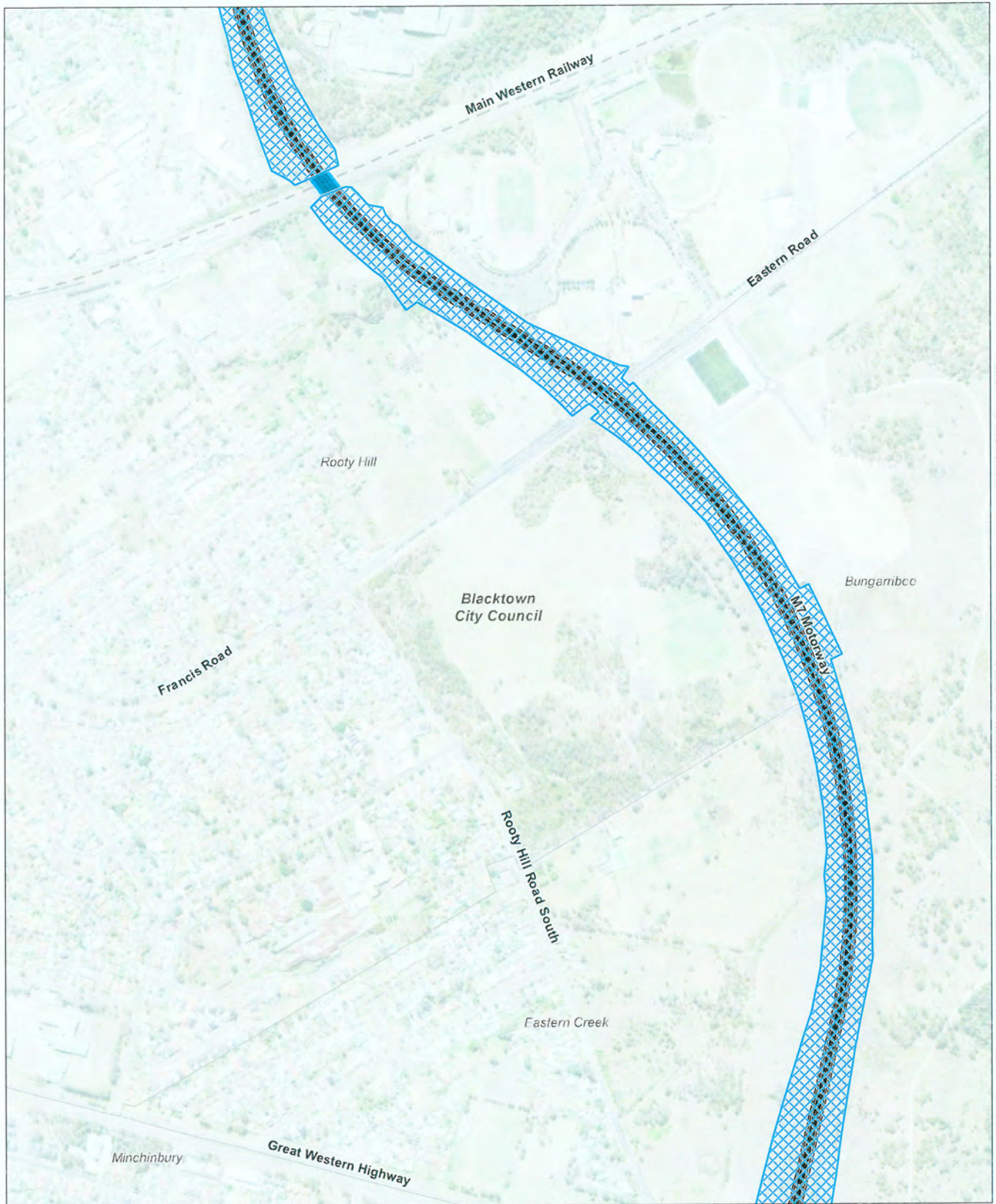


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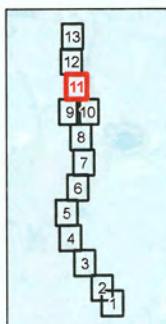
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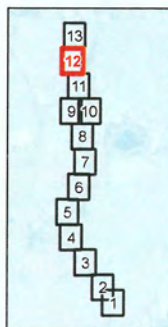
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-  Maintenance Site (Stratum)
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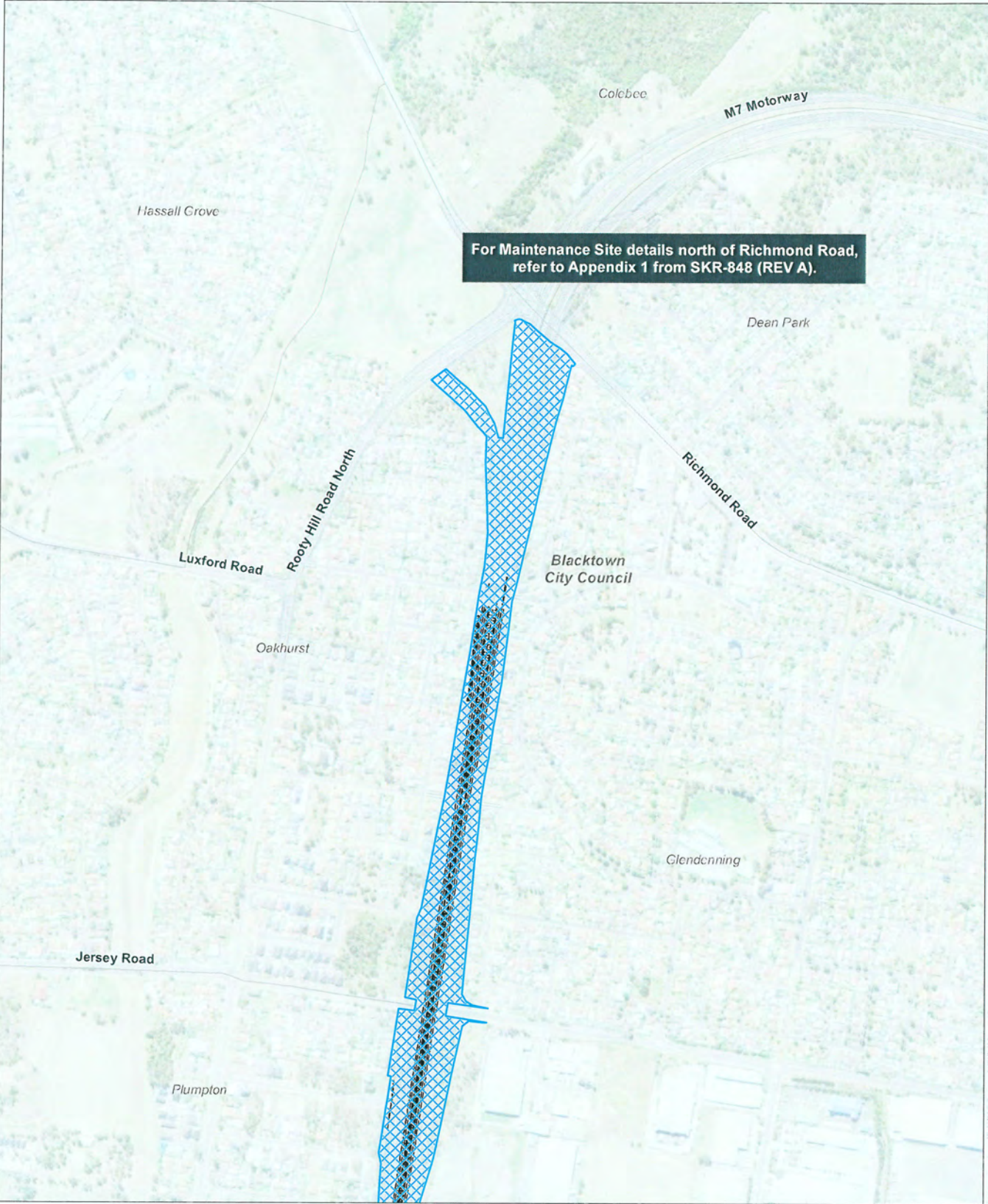


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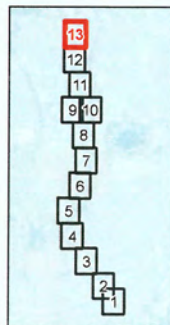
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SCOPE OF WORKS AND TECHNICAL CRITERIA
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Richmond Rd

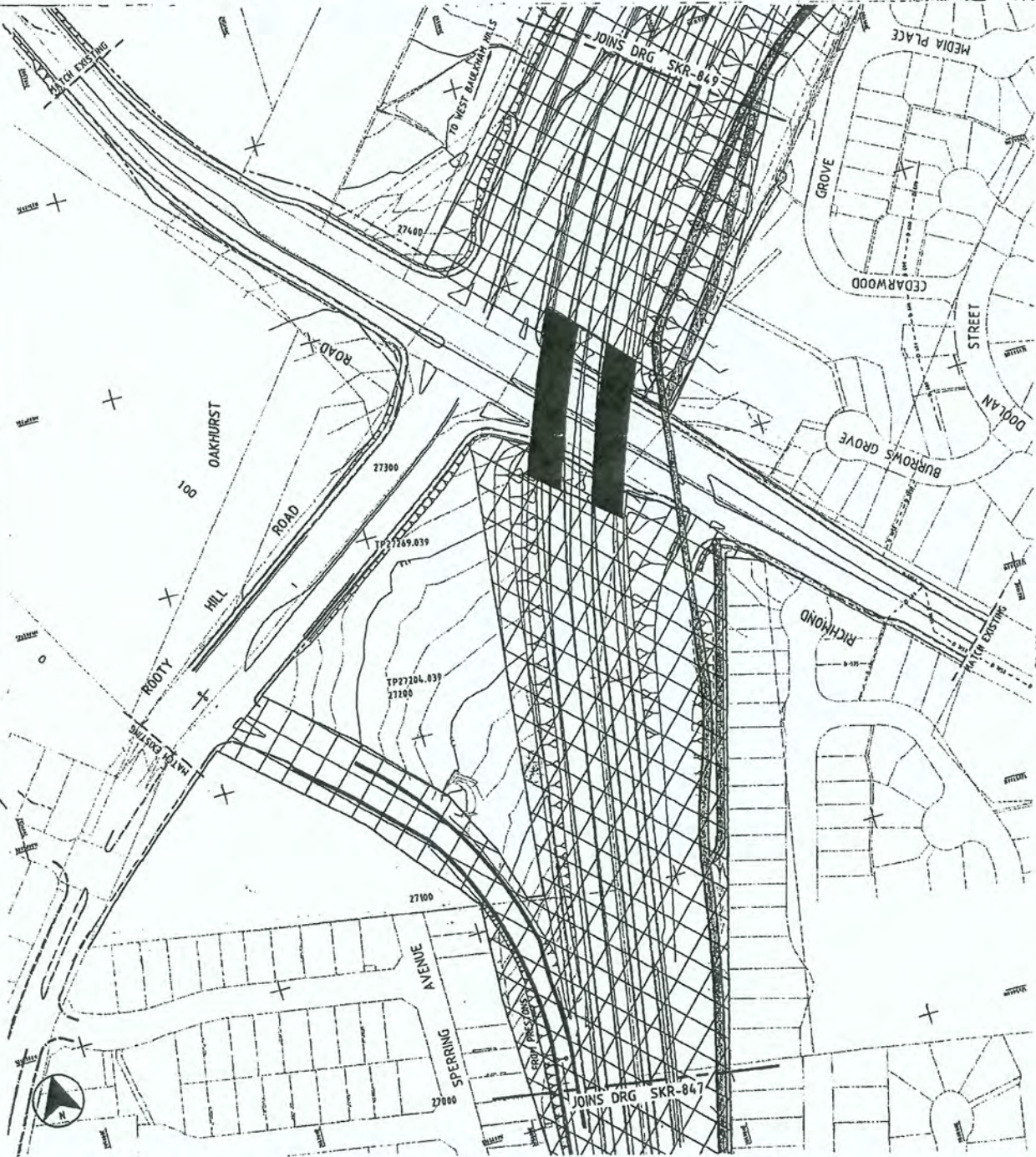
LEGEND



MAINTENANCE SITE



MAINTENANCE SITE STRAIGHT



PROJECT TITLE: WESTERN SYDNEY ORBITAL TENDER
 MAINTENANCE SITE PLAN
 STN 27.0km TO 27.5km
 SCALE: AS SHOWN
 DRAWING NO: SKR-849
 SHEET NO: 1 OF 1

Mannsell
 MANSELL AUSTRALIA PTY LTD
 100/102 GOSFORD ST
 SYDNEY NSW 1570

SMEC
 SMERSON CONSULTANTS PTY LTD
 150/152 GOSFORD ST
 SYDNEY NSW 1570

Abigroup
 ABIGROUP LEIGHTON

WestLink
 motorway

DATE	DESCRIPTION	BY	CHKD BY

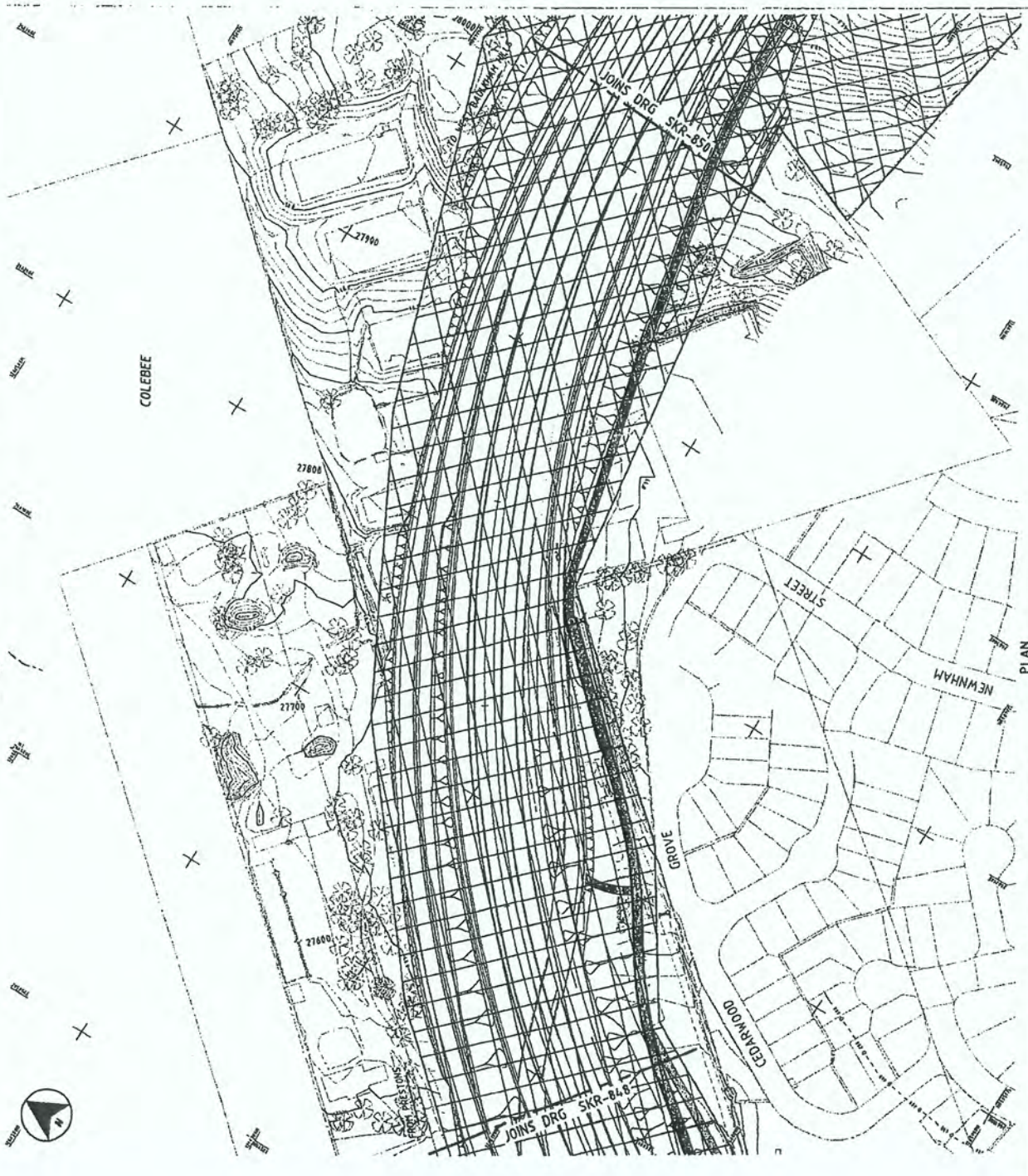
ISSUED FOR POST-TENDER
 A 1/23/12

Cedarwood Grove

LEGEND

Maintenance Site

Maintenance Site Elevation



<p>PROJECT TITLE: WESTERN STONEY ORBITAL TENDER</p> <p>MAINTENANCE SITE PLAN</p> <p>STN 27.5km TO 28.0km</p> <p>SCALE: AS SHOWN</p> <p>DATE: 15/08/2018</p> <p>PROJECT NUMBER: SKR-849</p>	<p>CLIENT: WESTERN STONEY ORBITAL TENDER</p> <p>DESIGNER: SMIEC</p> <p>PREPARED BY: MAURICE J. SMITH</p> <p>CHECKED BY: MAURICE J. SMITH</p> <p>DATE: 15/08/2018</p>	<p>PROJECT NUMBER: SKR-849</p> <p>DATE: 15/08/2018</p>
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<p>PROJECT TITLE: WESTERN STONEY ORBITAL TENDER</p> <p>MAINTENANCE SITE PLAN</p> <p>STN 27.5km TO 28.0km</p> <p>SCALE: AS SHOWN</p> <p>DATE: 15/08/2018</p> <p>PROJECT NUMBER: SKR-849</p>	<p>CLIENT: WESTERN STONEY ORBITAL TENDER</p> <p>DESIGNER: SMIEC</p> <p>PREPARED BY: MAURICE J. SMITH</p> <p>CHECKED BY: MAURICE J. SMITH</p> <p>DATE: 15/08/2018</p>	<p>PROJECT NUMBER: SKR-849</p> <p>DATE: 15/08/2018</p>

Maussell

MAURICE J. SMITH

SMIEC

SMIEC AUSTRALIA PTY LTD

400/100 COLLEBEE ST

SYDNEY NSW 2008

Abigroup

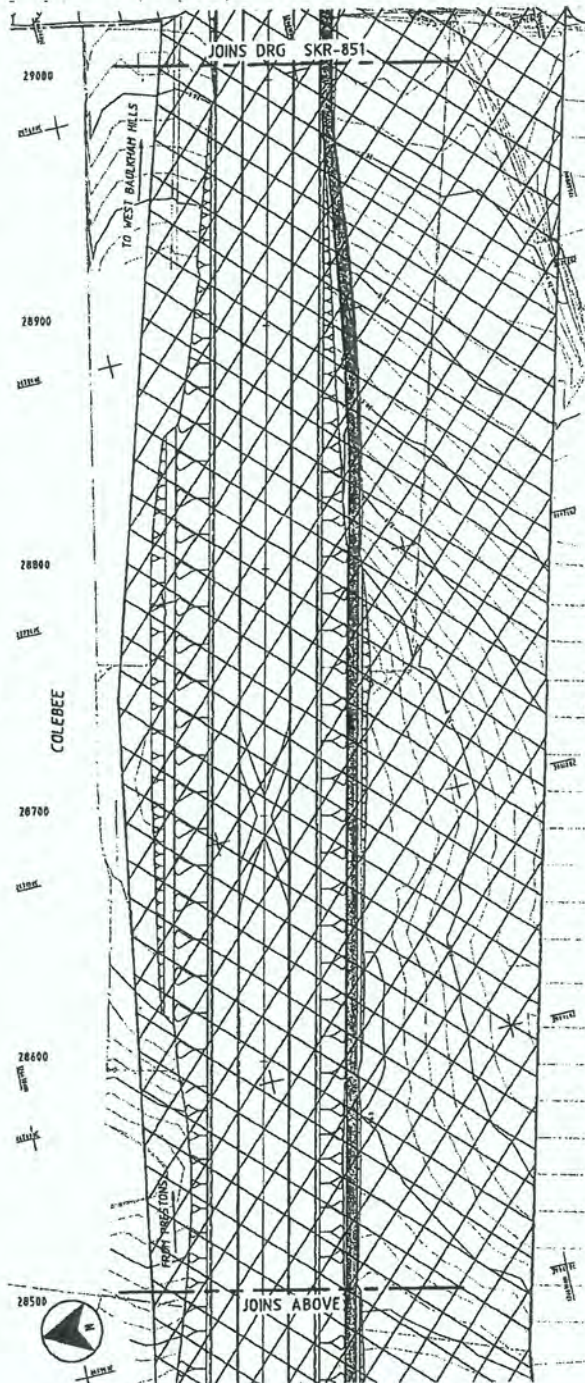
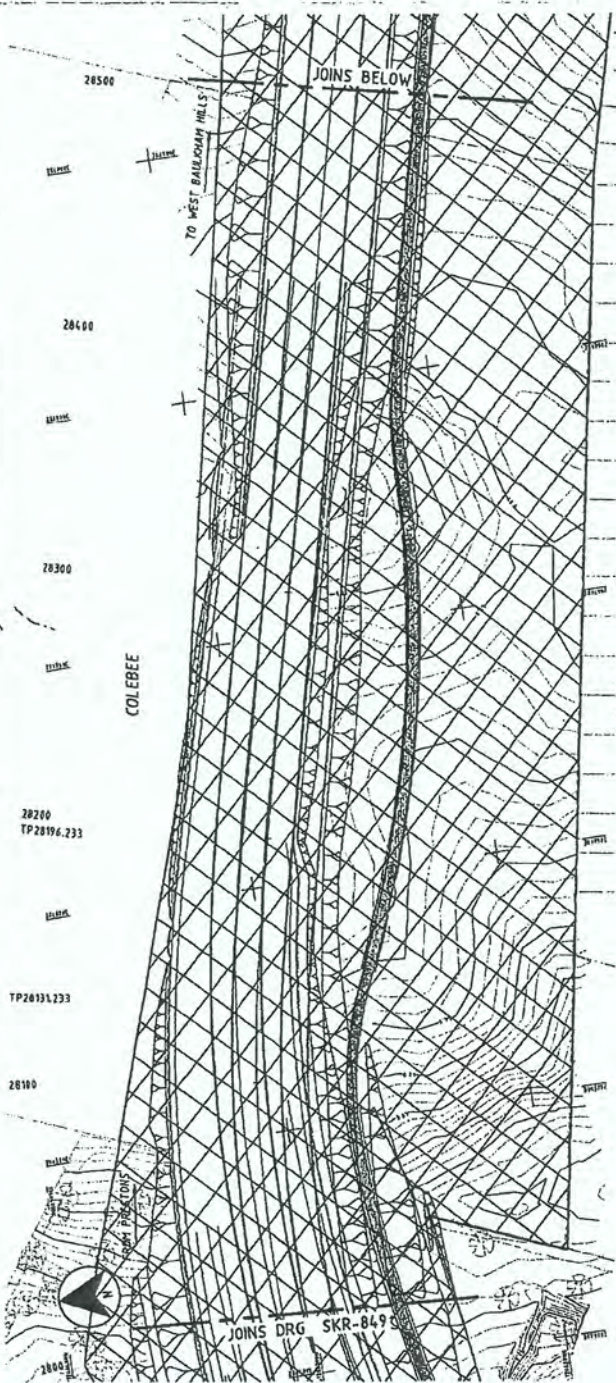
ABIGROUP LEIGHTON

WestLink

motorway

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1		ISSUED FOR POST-TENDER					

Colebee

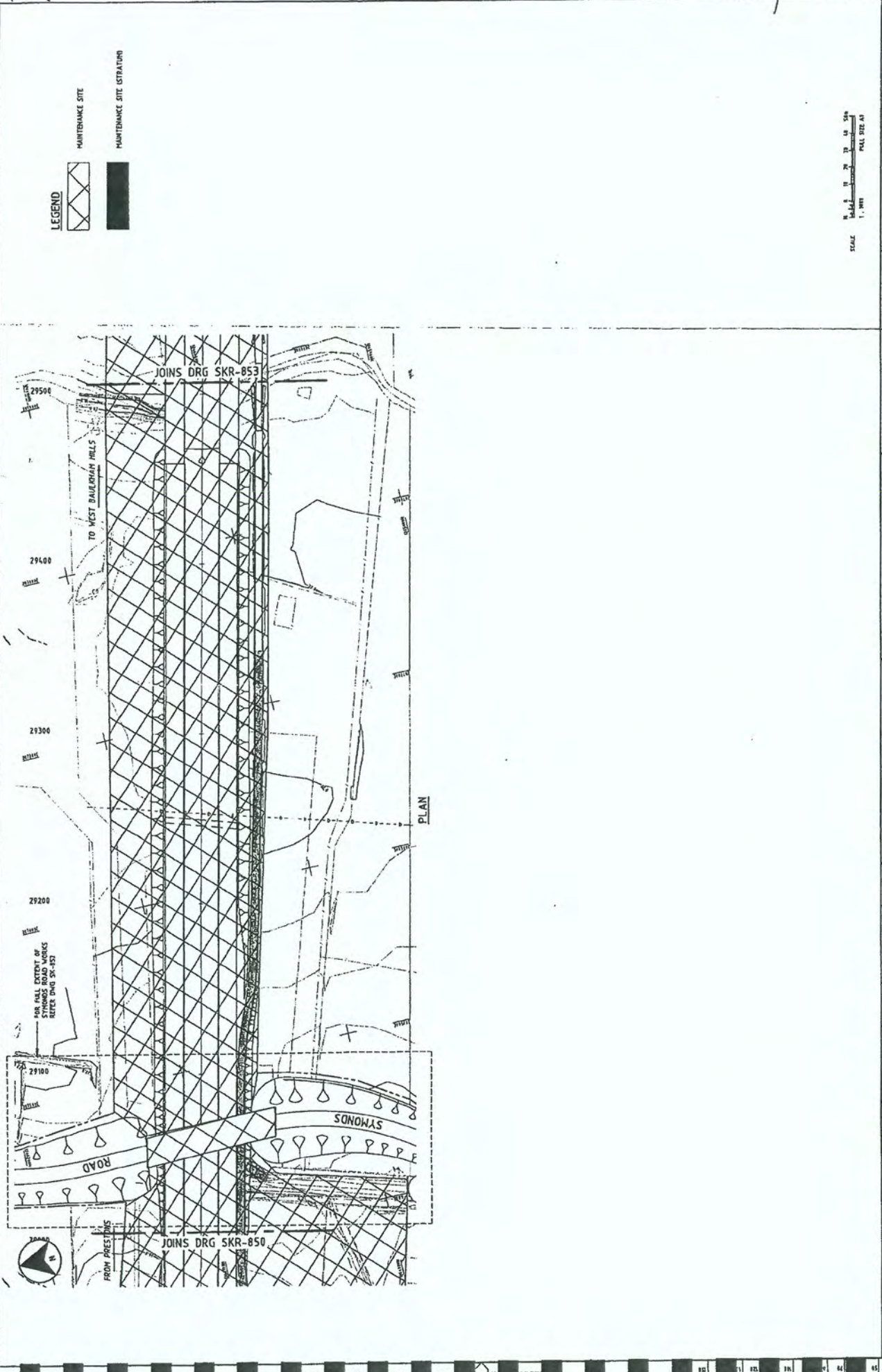


DATE	DESCRIPTION	BY	CHKD



PROJECT: WESTERN STONEY ORBITAL TENDER
 MAINTENANCE SITE PLAN
 STN 28.0km TO 29.0km
 DRAWN BY: AS SHOWN
 CHECKED BY: SKR-143
 DATE: 11.11.11
 SCALE: AS SHOWN

Symonds Rd



SCALE 1:1000
 10m 20m 30m 40m 50m
 FULL SIZE A3

PROJECT: WESTERN SYDNEY ORBITAL
 TENDER
 MAINTENANCE SITE PLAN
 STN 29.0km TO 29.3km - SHEET 1

DESIGNER
Mannings
 MANNING AUSTRALIA PTY LTD
 100/100 GOSFORD RD
 GOSFORD NSW 2250

OPERATOR
Abigroup
 ABIGROUP LEIGHTON

WestLink
 motorway

NO.	DATE	REVISION / DATE	DESCRIPTION	APPROVAL	ROLE	DATE	SIGNATURE	INITIALS

PROJECT NUMBER: [Blank]

DATE: 15/12/20

REVISION: [Blank]

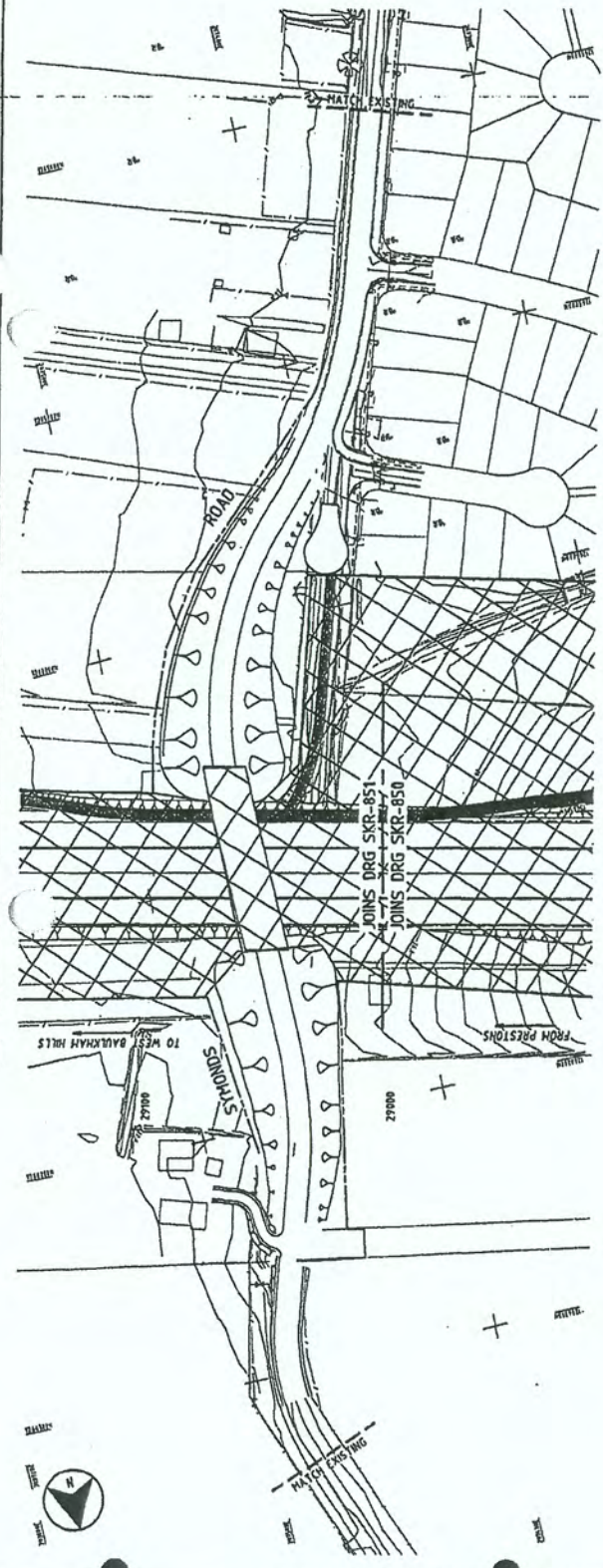
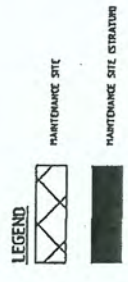
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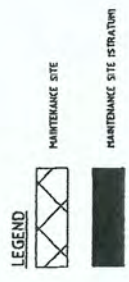
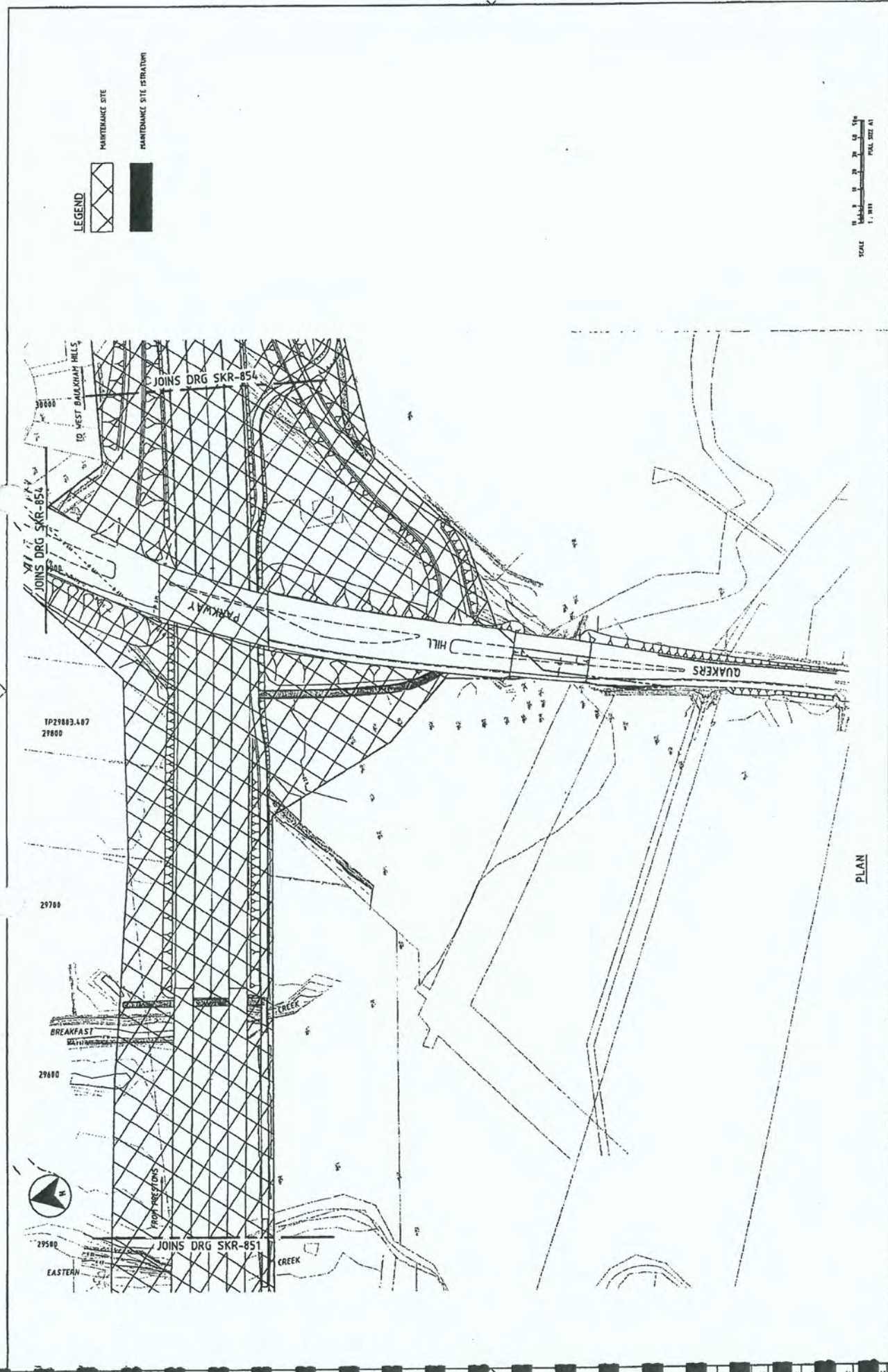
15/12/20
 RE-DESIGNED FOR WEST-TENDER
 OF SYMONDS ROAD

Symonds

6



<p>PROJECT NAME: WESTERN SYDNEY ORBITAL TENDER</p> <p>MAINTENANCE SITE PLAN</p> <p>STN 29.0km TO 29.5km - SHEET 2</p> <p>SCALE: AS SHOWN</p> <p>DRAWING STATUS: SKETCH</p> <p>PROJECT / DRAWING NO.: SKR-852</p> <p>SHEET: B</p>	<p>REGARD</p> <p>Maunsell SMEC</p> <p>MAUNSELL AUSTRALIA PTY LTD ABN 20 000 048 825 SYDNEY NSW 1570</p>	<p>CONTRACTOR</p> <p>Abigroup</p> <p>ABIGROUP LEIGHTON</p>	<p>CLIENT</p> <p>WestLink motorway</p>	<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION / DATE REVISION</th> <th>APPROVED</th> <th>TITLE</th> <th>STATUS</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION / DATE REVISION	APPROVED	TITLE	STATUS	DATE	BY								<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION / DATE REVISION</th> <th>APPROVED</th> <th>TITLE</th> <th>STATUS</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION / DATE REVISION	APPROVED	TITLE	STATUS	DATE	BY							
DATE	DESCRIPTION / DATE REVISION	APPROVED	TITLE	STATUS	DATE	BY																											
DATE	DESCRIPTION / DATE REVISION	APPROVED	TITLE	STATUS	DATE	BY																											
<p>DATE: 14/12/22</p> <p>BY: N. 1133</p> <p>RE-USED FOR POST-TENDER</p> <p>ISSUED FOR POST-TENDER</p>	<p>1:1000</p> <p>0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150</p>																																



PLAN

PROJECT TITLE WESTERN SYDNEY ORBITAL TENDER
MAINTENANCE SITE PLAN
STN 29.5km TO 30.0km
SCALE AS SHOWN
PROJECT / DRAWING SKR-853

SMIEC
MAUNSELL
MAUNSELL AUSTRALIA PTY LTD
AUSTRALIAN CIVIL ENGINEERS

Abigroup
ABIGROUP LEGHTON

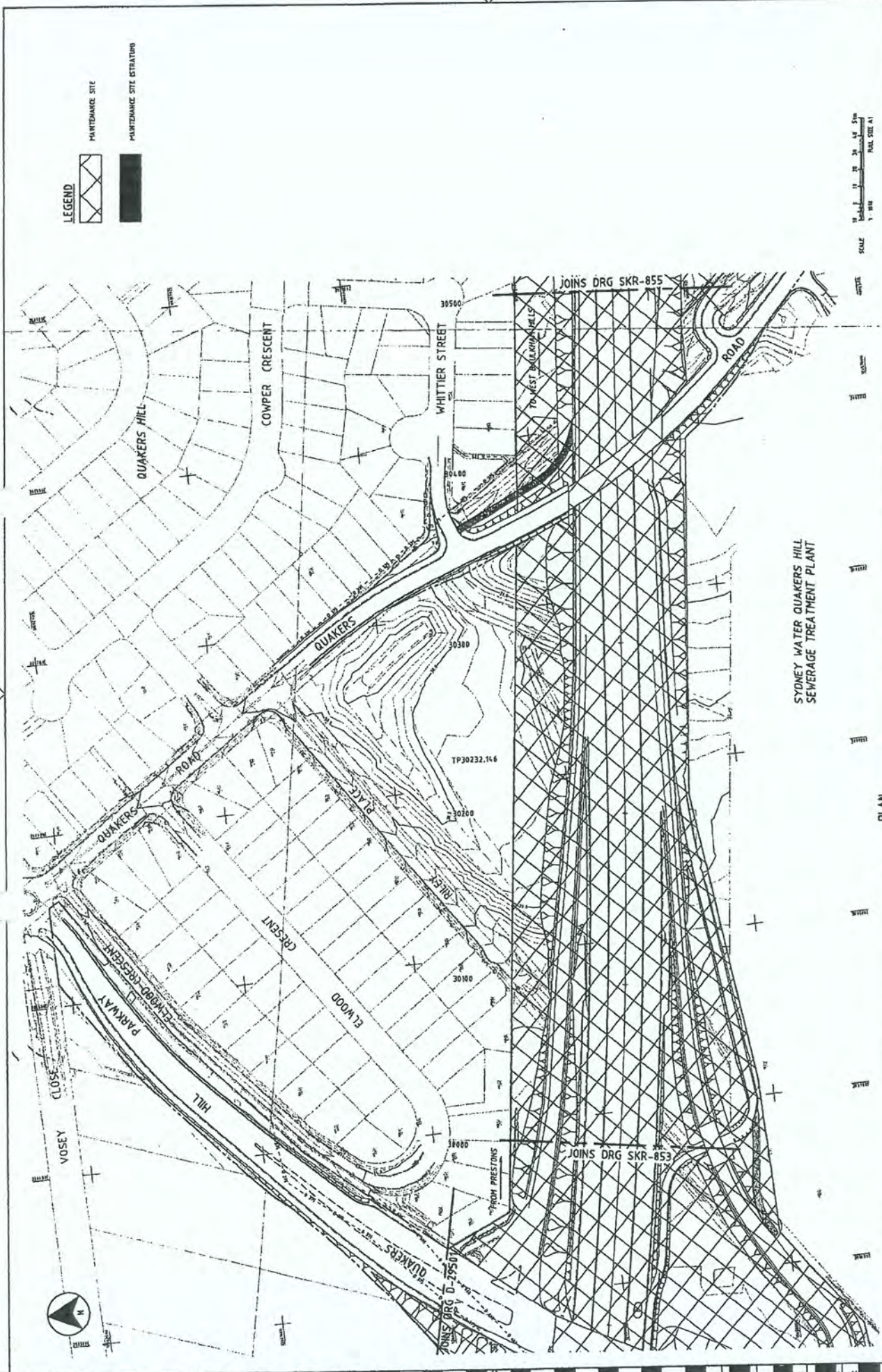
WestLink
motorway

DATE	DESCRIPTION	BY	CHKD	DATE	DESCRIPTION
14/12/13	ISSUED FOR TENDER				

APPROVAL: PROJECT MANAGER
DRAWING CHECK: SECOND CHECK
DESIGN CHECK: PROJECT MANAGER

DATE: 14/12/13
REVISION: 1

Quakers Hill



LEGEND

- MAINTENANCE SITE
- MAINTENANCE SITE STRAYTON



SYDNEY WATER QUAKERS HILL
SEWERAGE TREATMENT PLANT

<p>PROJECT FILE: WESTERN SYDNEY ORBITAL TENDER</p> <p>MAINTENANCE SITE PLAN STN 30.0km TO 30.5km</p> <p>DATE: 15/03/11</p> <p>SCALE: AS SHOWN</p> <p>STATUS: SKETCH</p> <p>PROJECT NUMBER: SKR-854</p>	<p>CLIENT: WESTERN SYDNEY ORBITAL TENDER</p> <p>DESIGNER: Mansell MANSSELL AUSTRALIA PTY LTD 1000 STONE MASON</p> <p>CONTRACTOR: Abigroup ABIGROUP LEIGHTON</p> <p>ENGINEER: WestLink motorway</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHECKED</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY	CHECKED																										<p>DATE: 15/03/11</p> <p>PROJECT: SKR-854</p> <p>PROJECT MANAGER: [Name]</p> <p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>SCALE: AS SHOWN</p> <p>STATUS: SKETCH</p>
NO.	DATE	DESCRIPTION	BY	CHECKED																													

Chaplin Cres.

LEGEND

Maintenance Site

Maintenance Site Elevation

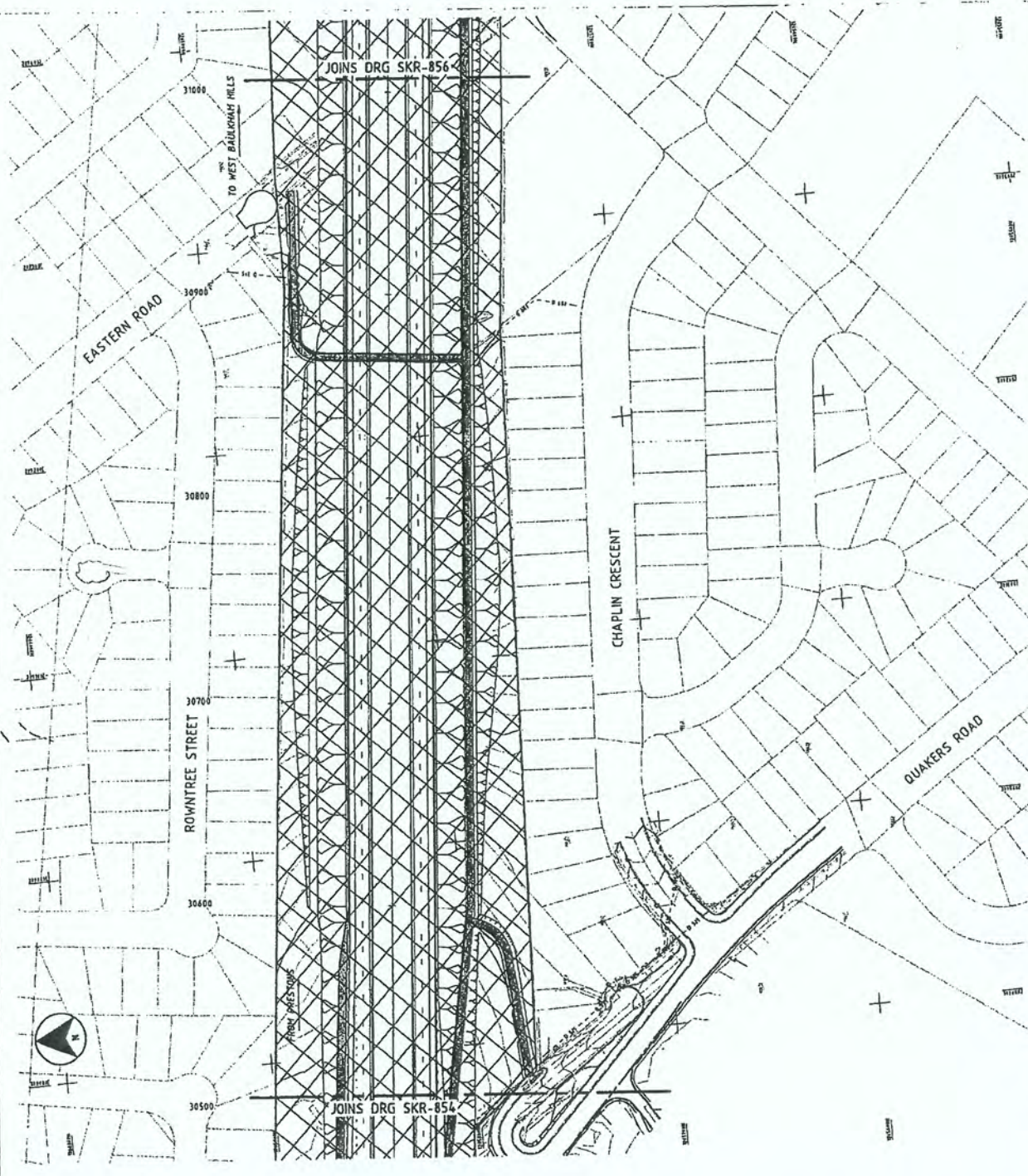


PROJECT TITLE: WESTERN SYDNEY ORBITAL TENDER
 MAINTENANCE SITE PLAN
 STN 30.5km TO 31.0km
 DRAWN BY: SKP - RSC
 CHECKED BY: SKP - RSC
 DATE: 14/08/2018

Mansell
 MAINTENANCE SITE PLAN
 14/08/2018

Abigroup
 ABIGROUP LEIGHTON

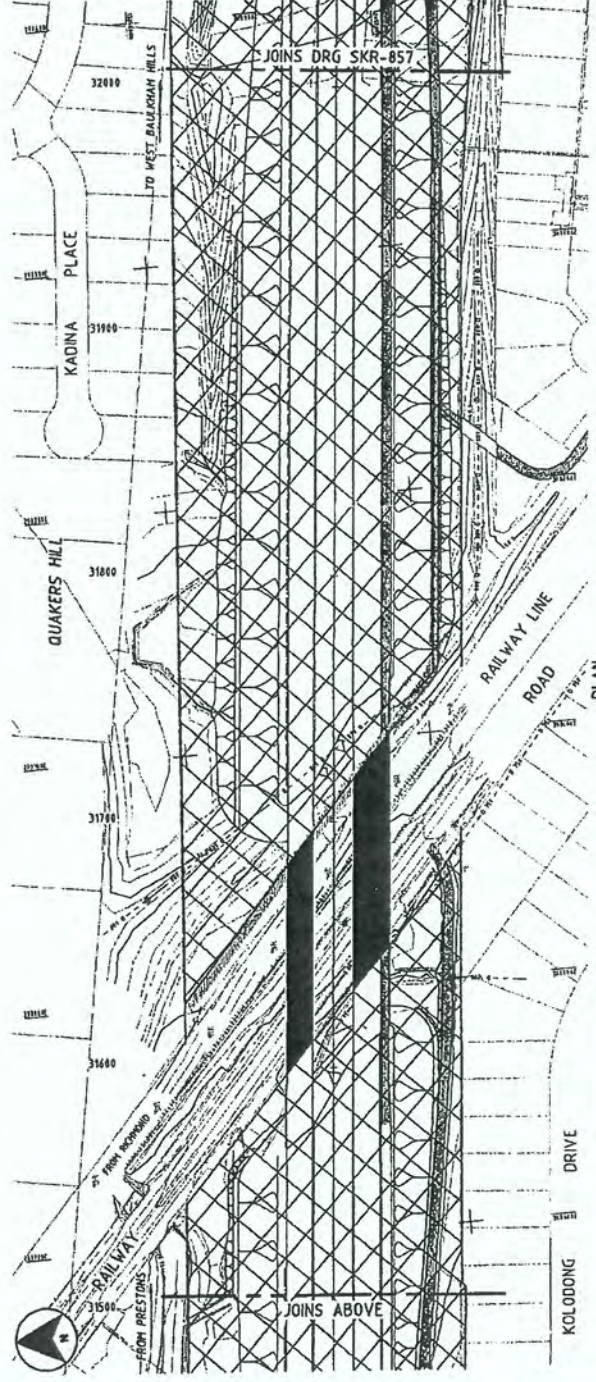
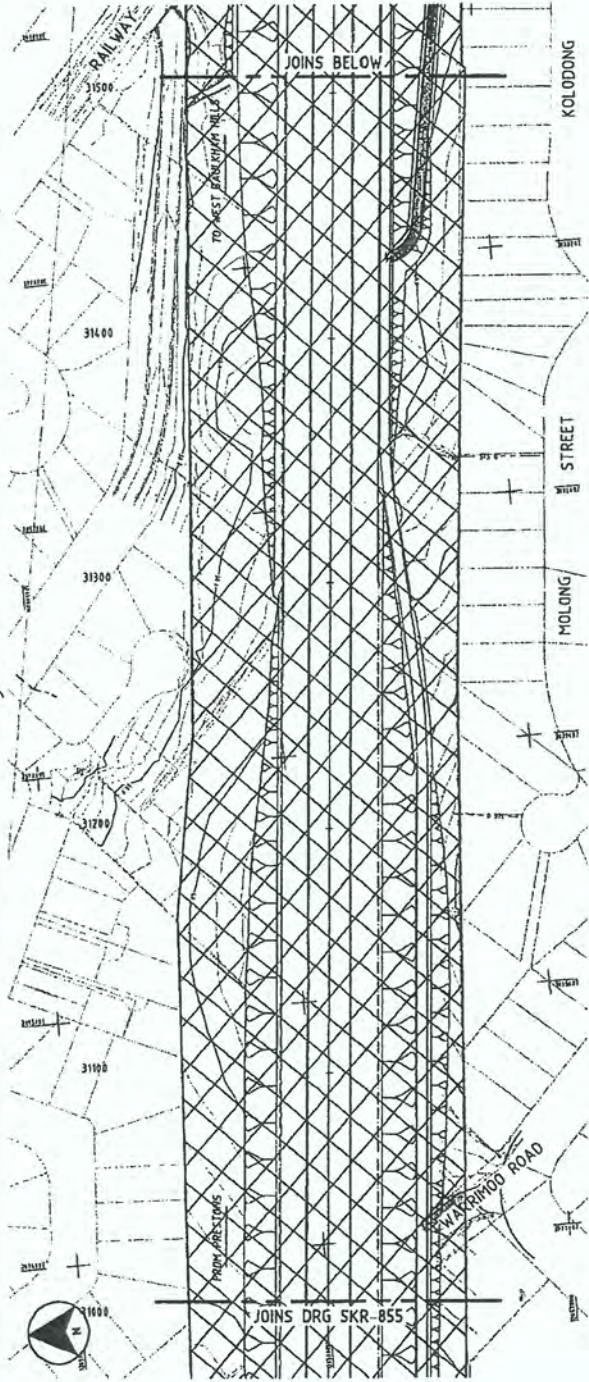
WestLink
 motorway



PLAN

DATE	APPROVAL / SIGNATURE	ROLE	DATE	REVISION
		DESIGNER		
		CHECKER		
		PROJECT MANAGER		

Kadina



PROJECT TITLE WESTERN SYDNEY ORBITAL
TENDER
MAINTENANCE SITE PLAN
STN 31.0km TO 32.0km

SCALE 1:1000
METRE

DATE 11/01/10
DRAWN BY AS SHCHN
CHECKED BY SKR-856

SMIEC
SMIEC CONSULTANTS PTY LTD
100/100 COLLEGE STREET
SYDNEY NSW 2000

Maunsell
MAUNSELL AUSTRALIA PTY LTD
100/100 COLLEGE STREET
SYDNEY NSW 2000

Abigroup
ABIGROUP LEIGHTON

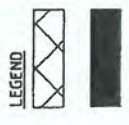
WestLink motorway

NO.	DATE	REVISION / DATE	DESCRIPTION	APPROVAL	TITLE	SCALE	DATE	REVISION	DESCRIPTION

DESIGNED BY: []
 DRAWING CHECK: []
 DESIGN CHECK: []
 PROJECT MANAGER: []
 PROJECTAL BRIDGE DESIGNER: []

SCALE FOR PRINT: 1:1000

Sampson



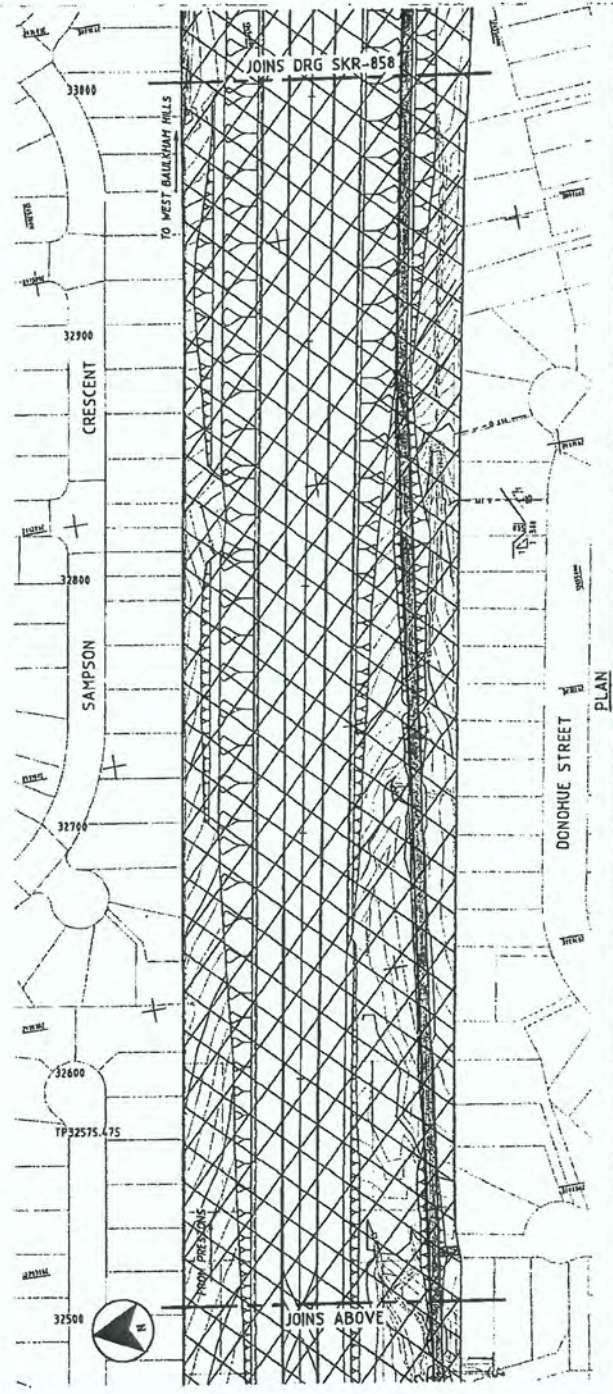
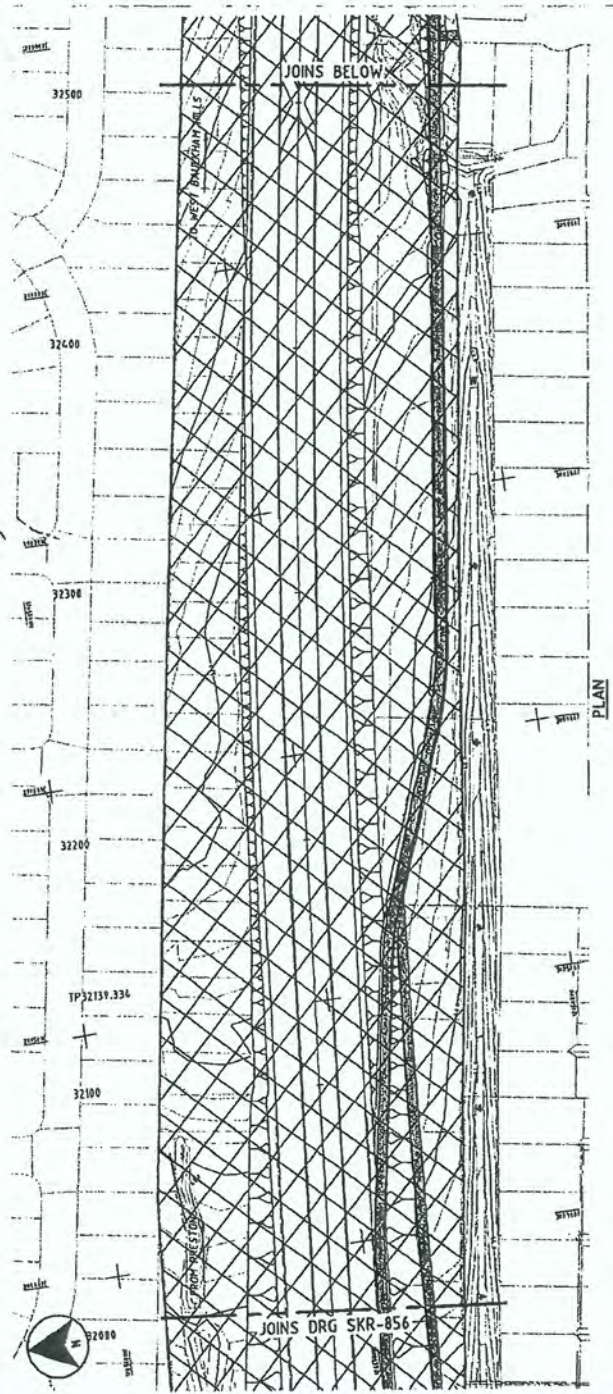
PROJECT NO: WESTERN SYDNEY ORBITAL TENDER
 MAINTENANCE SITE PLAN
 STN 32.0km TO 33.0km

Mannings
 MANAGING ENGINEER
 PROJECT NO: 257

Abigroup
 ABIGROUP LEIGHTON

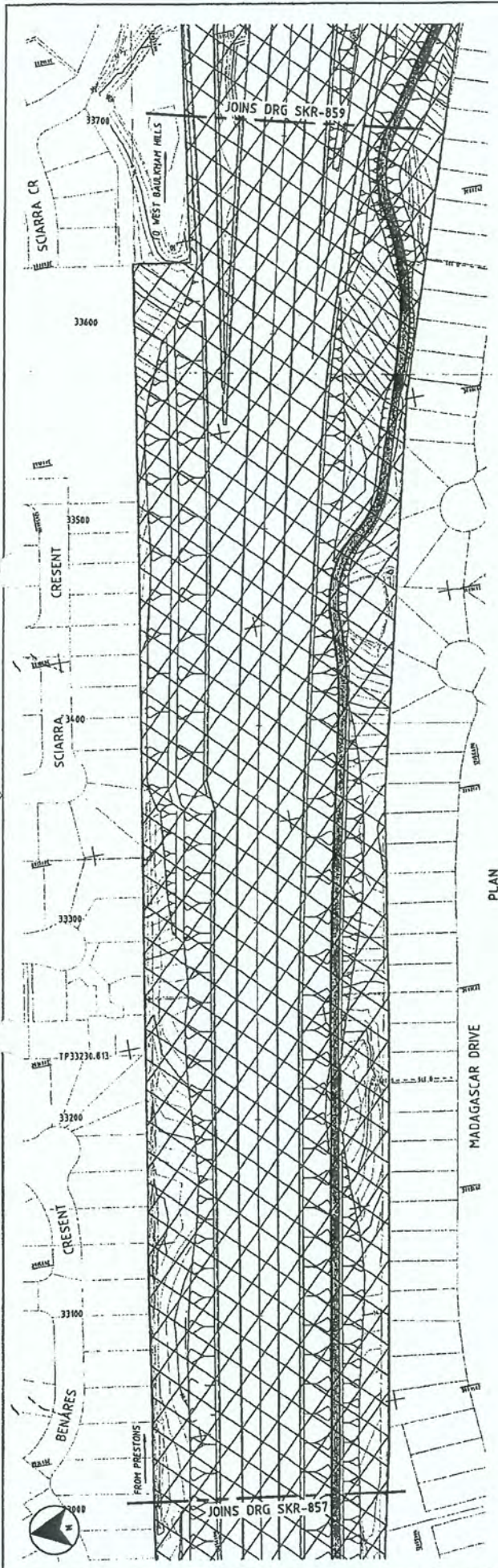
WestLink
 MOTORWAY

NO.	DATE	DESCRIPTION
1	17.12.21	ISSUED FOR TENDER





DATE: 17.12.21
 DRAWING NO: 257
 PROJECT NO: 257

Madagascar Dr



PLAN

- LEGEND**
-  MAINTENANCE SITE
 -  MAINTENANCE SITE STRATUM

SCALE
1:1000
FULL SIZE AT

PROJECT TITLE
WESTERN STONEY ORBITAL
TENDER
MAINTENANCE SITE PLAN
STN 33.0km TO 33.7km

AS SHOWN SKETCH

PROJECT / DRAWING NO.
SKR-858

DESIGNER
Mammnell
SMIEC

ENGINEERING & ARCHITECTURE LTD
100/102 BROADWAY
MELBOURNE VIC 3000

CONTRACTOR
Abigroup
AIRGROUP LEIGHTON

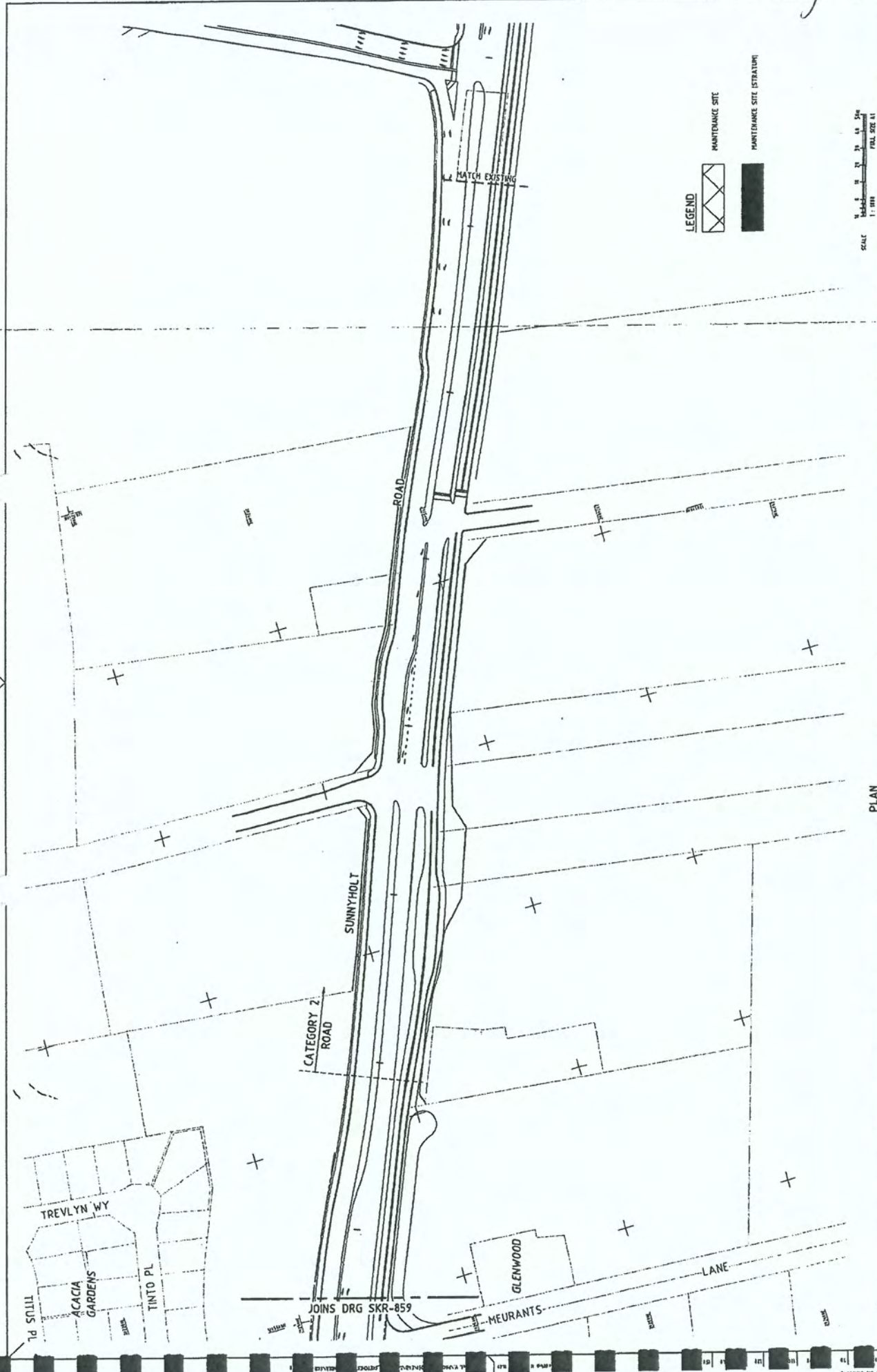
CLIENT
WestLink
motorway

DATE	DESCRIPTION	BY	DATE

DATE	DESCRIPTION	BY	DATE

ISSUED FOR P971-1000

Sunnyholt



SCALE 1:100
 FULL SIZE A1

PROJECT TITLE: WESTERN SYDNEY ORBITAL
 TENDER: MAINTENANCE SITE PLAN
 STN 33.7km TO 34.3km - SHEET 2

Mawmull
 MAWMULL AUSTRALIA PTY LTD
 ABN 28 628 589 218

SMIEC
 SMIEC AUSTRALIA PTY LTD
 ABN 28 628 589 218

Abigroup
 ABIGROUP LEIGHTON

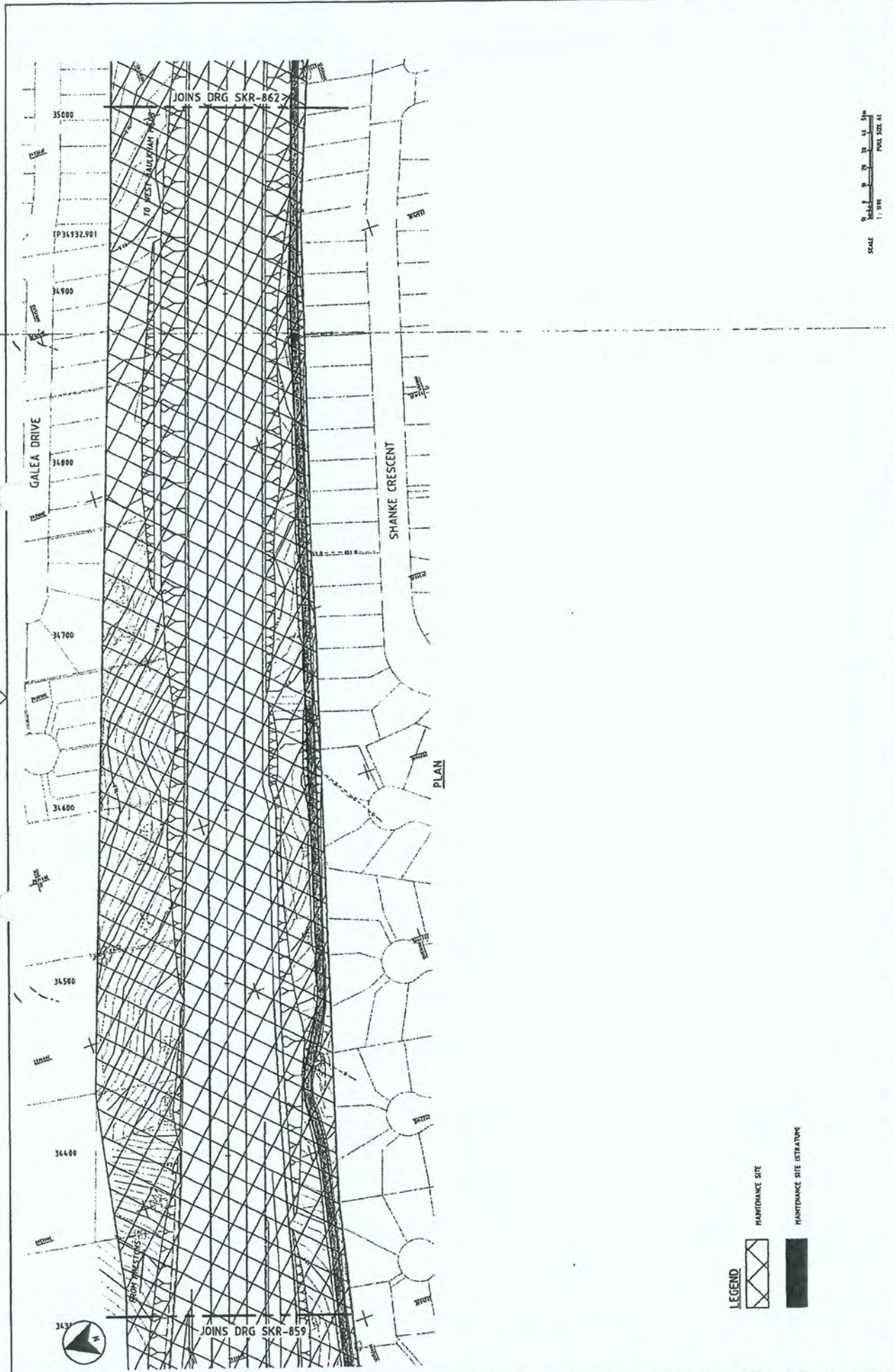
WestLink
 motorway

PLAN

DATE	ISSUANCE	BY	FOR
14/10/19	2.4	JA	ISSUE FOR PERMIT

TITLE	APPROVAL	DATE	BY	FOR
INITIAL DESIGN				
PERMIT CHECK				
DESIGN CHECK				
PROJECT MANAGER				

860



- LEGEND**
-  MAINTENANCE SITE
 -  MAINTENANCE SITE STRATEGY

<p>WESTERN SYDNEY ORBITAL TAMOR MAINTENANCE SITE PLAN STN 34.3km TO 35.0km</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT / NUMBER: SKR-861</p>	<p>SKETCH</p>	<p>DATE: A</p>
<p>CLIENT: WESTERN SYDNEY ORBITAL</p>	<p>DESIGNER: MAUMSSELL SMIEC MAUMSSELL SMIEC AUSTRALIA PTY LTD 400 COLLEGE AVE #408</p>	<p>CONTRACTOR: Abigroup ABIGROUP LEIGHTON</p>	<p>OPERATOR: Westlink motorway</p>	<p>DATE: 11.12.14</p>

Knightsbridge

LEGEND



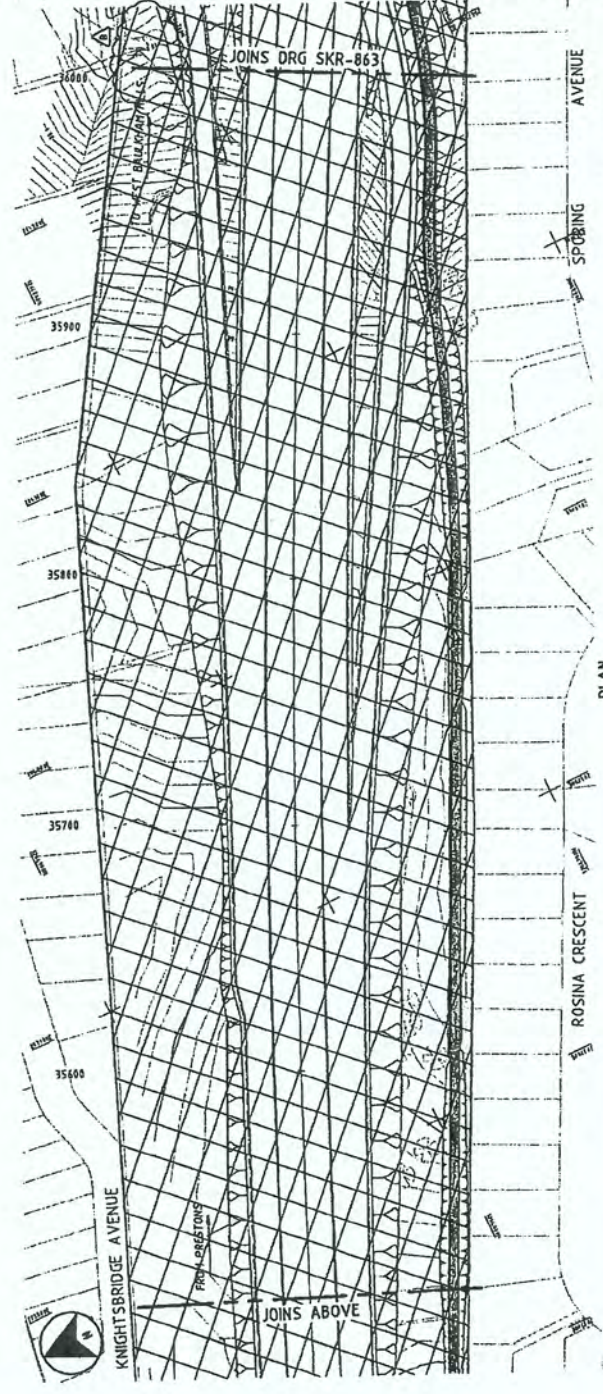
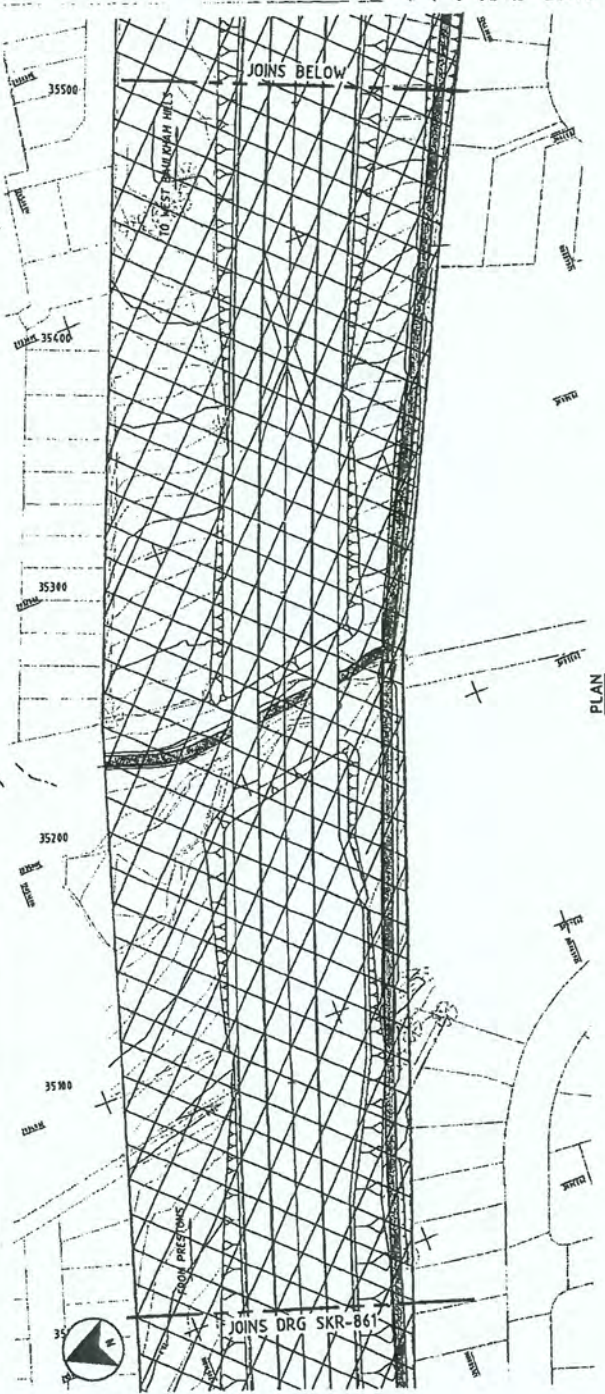
MAINTENANCE SITE



MAINTENANCE SITE EXTRACTION



PROJECT TITLE: WESTERN STONEY ORBITAL
 MAINTENANCE SITE PLAN
 STN 35.0km TO 36.0km
 PROJECT NUMBER: SKR-862
 SCALE: AS SHOWN
 DRAWING STATUS: SKETCH



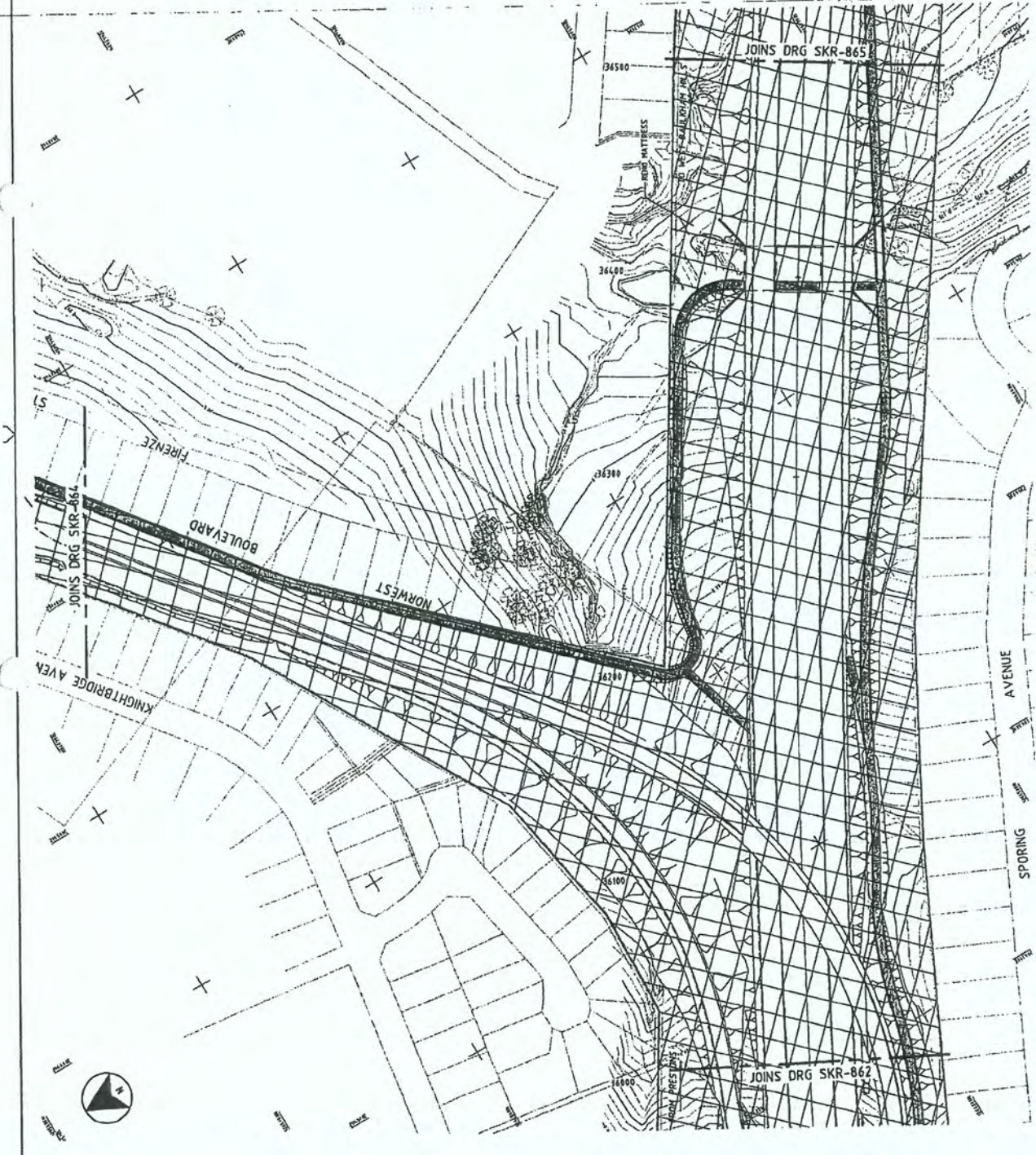
REV	DATE	DESCRIPTION / DATE REVISION	BY	CHKD

DATE: 11/17/22
 DRAWN BY: Z.A.
 CHECKED BY: Z.A.
 PROJECT MANAGER: [Name]
 DRAWING STATUS: SKETCH

Norwest Blvd

LEGEND

-  MAINTENANCE SITE
-  MAINTENANCE SITE ESTIMATION



DATE	APPROVED / DATE	DESCRIPTION	BY	DATE	MARKED	DATE	MARKED
		INITIAL DESIGN					
		REVISION CHECK					
		DESIGN CHECK					
		PROJECT MANAGER					

1:1500 ON ORIGNAL

WESTERN SYDNEY ORBITAL TENDER
MAINTENANCE SITE PLAN
 STN 36.0km TO 36.5km - SHEET 1

SCALE AS SHOWN SKETCH
 PROJECT / NUMBER SKR-863

WESTERN SYDNEY ORBITAL TENDER
SMIBC
 WESTERN SYDNEY ORBITAL TENDER
 PROJECT / NUMBER SKR-863

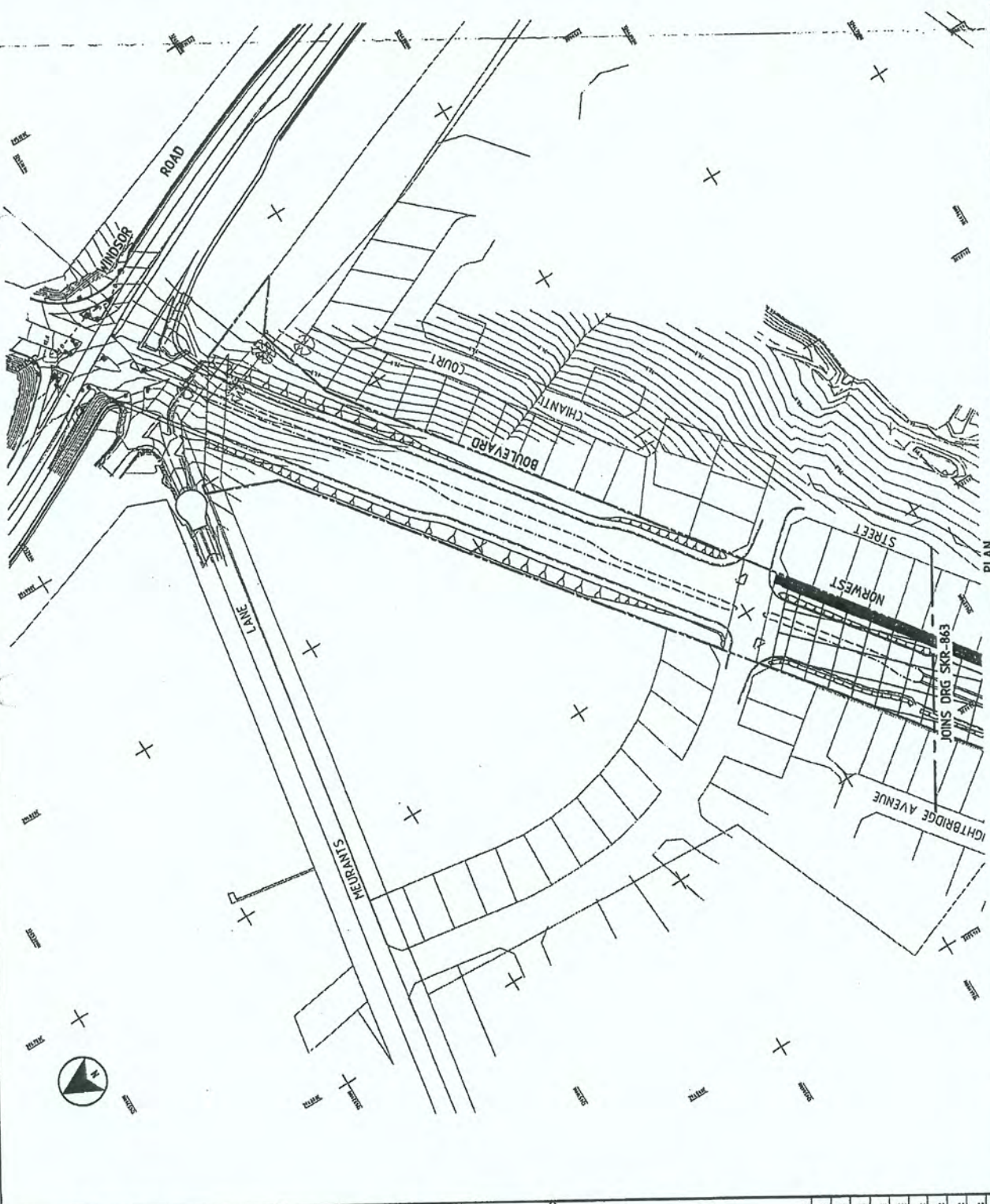
Mannscull
 MANNSCULL GROUP PTY LTD
 400 COLLEGE ST
 SYDNEY NSW 2000

Abigroup
 ABIGROUP LEIGHTON

WestLink motorway

PLAN

Norwest Blvd




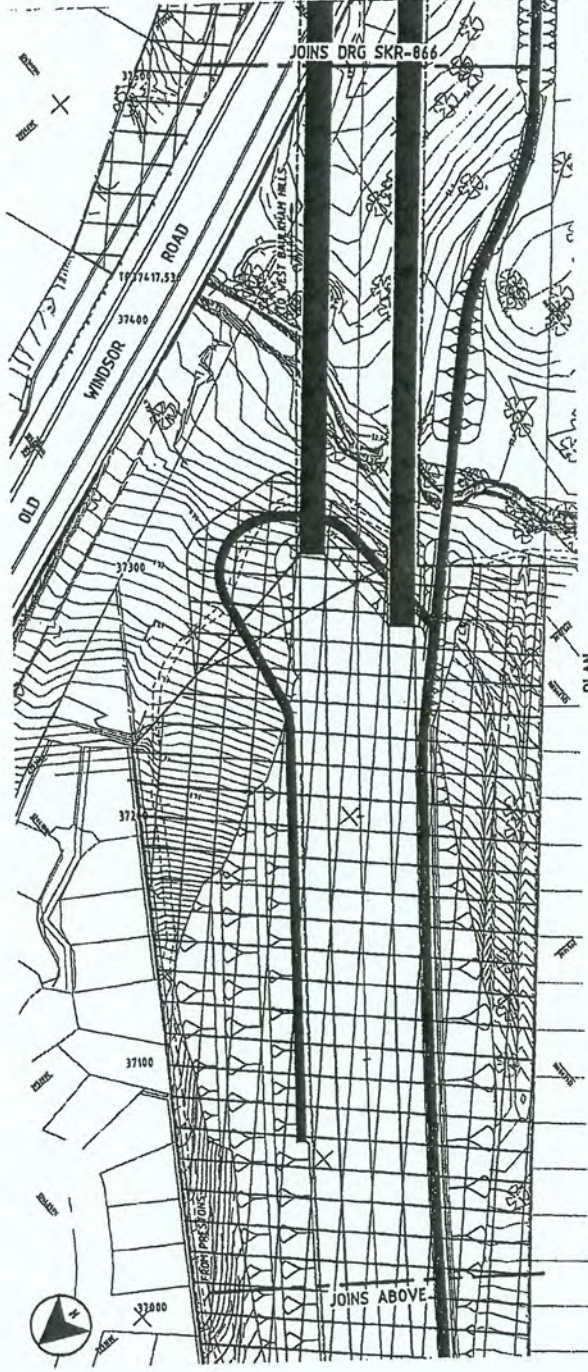
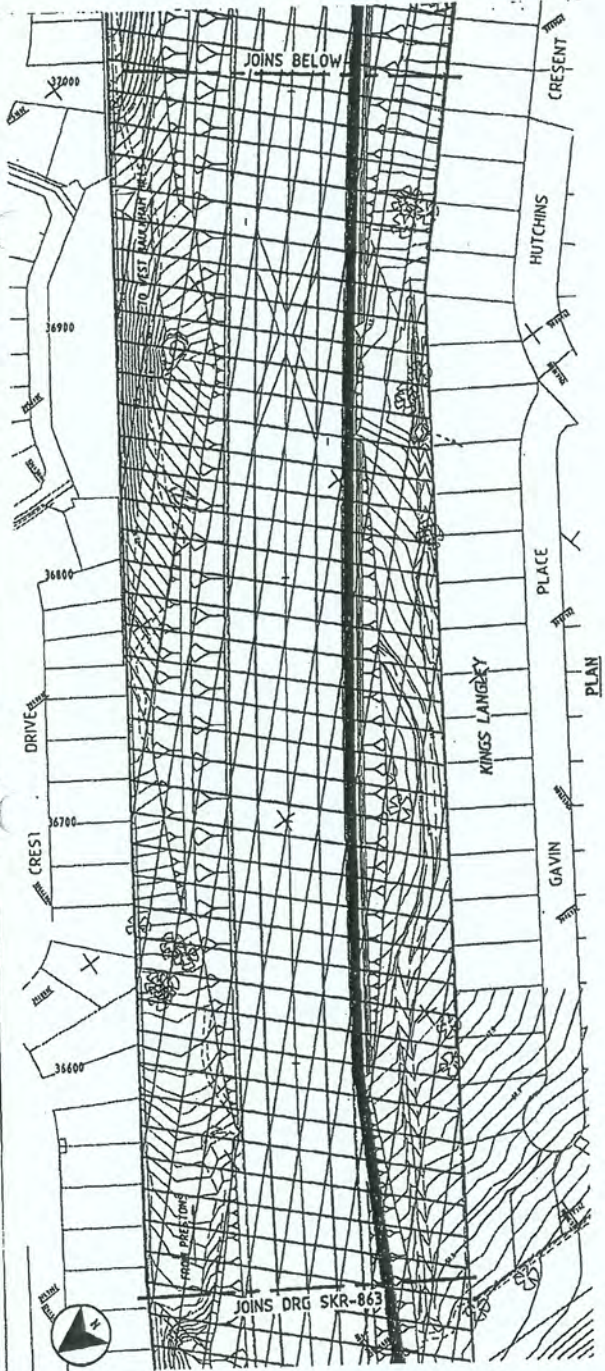
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DATE	AS SHOWN	SKETCH	AS SHOWN
PROJECT / DRAWING NO.	SKR-864	DATE	B
DRAWN BY		SMEC	
CHECKED BY		MAUSSELL	
DESIGNED BY		ABIGROUP LEIGHTON	
APPROVED BY		WESTLINK MOTORWAY	
DATE	DATE	DATE	DATE
2012/12			
DESCRIPTION	DATE	DATE	DATE
PLAN			
NO. OF SHEETS	NO. OF SHEETS	NO. OF SHEETS	NO. OF SHEETS
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49	49	49	49
50	50	50	50

NO. OF SHEETS 50

Old Windsor Rd

LEGEND
 MAINTENANCE SITE
 MAINTENANCE SITE (STATION)

SCALE 1:1000
 FULL SIZE AT 1:1000




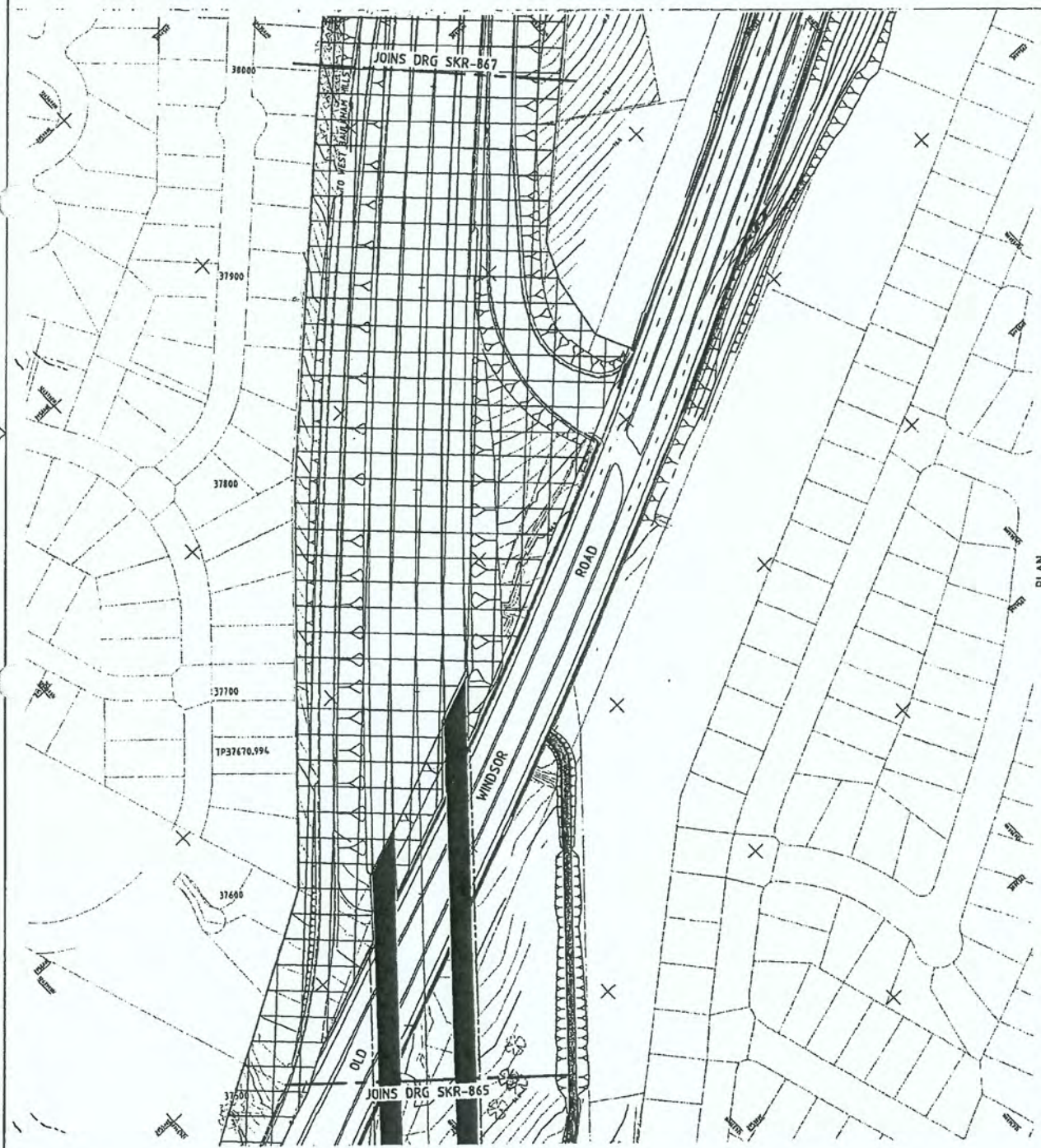
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DESIGNER Maunsell MAUNSELL AUSTRALIA PTY LTD AUSTRALIA		CLIENT SMEC SMERSON AUSTRALIA PTY LTD AUSTRALIA		DRAWING TITLE SKETCH	
APPROVED Abigroup ABIGROUP LEIGHTON		DATE 21/12		DRAWING NUMBER SKR-865	
DRAWN WestLink motorway		DATE 21/12		DRAWING NUMBER SKR-865	
CHECKED PROJECT MANAGER		DATE 21/12		DRAWING NUMBER SKR-865	
APPROVED PRINCIPAL ENGINEER		DATE 21/12		DRAWING NUMBER SKR-865	
REVISIONS		DATE		DRAWING NUMBER	
NO.		DATE		DRAWING NUMBER	
1		21/12		SKR-865	
2		21/12		SKR-865	
3		21/12		SKR-865	
4		21/12		SKR-865	
5		21/12		SKR-865	
6		21/12		SKR-865	
7		21/12		SKR-865	
8		21/12		SKR-865	
9		21/12		SKR-865	
10		21/12		SKR-865	
11		21/12		SKR-865	
12		21/12		SKR-865	
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17		21/12		SKR-865	
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OWKd


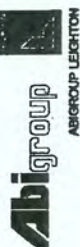


LEGEND

 MAINTENANCE SITE

 MAINTENANCE SITE (STRATYHI)



PLAN

				PROJECT TITLE WESTERN STONEY ORBITAL TENDER MAINTENANCE SITE PLAN STN 37.5km TO 38.0km	PROJECT 7 DRAWING NO. SKR-866
				SCALE AS SHOWN	DRAWING TYPE SKETCH
DATE 05.03.12	PREPARED / DATE 05.03.12	CHECKED / DATE 05.03.12	TITLE MAINTENANCE SITE PLAN	APPROVAL PROJECT MANAGER PROJECT ENGINEER DESIGNER CHECKER DESIGNER CHECKER PROJECT MANAGER	SHEET NO. 11

Seven Hills rd



PROJECT TITLE: WESTERN SYDNEY ORBITAL TENDER
 MAINTENANCE SITE PLAN
 STN 38.0km TO 38.5km
 DRAWING STATUS: SKETCH
 SHEET / NUMBER: SKR-867
 DATE: AS SHOWN

Mammell
 MAMMELL SURVEILLANCE PTY LTD
 10/1000 1000 1000
 10/1000 1000 1000

SMIEC
 SMIEC SURVEILLANCE PTY LTD
 10/1000 1000 1000

Abigroup
 ABIGROUP LEICHTON

WestLink
 motorway

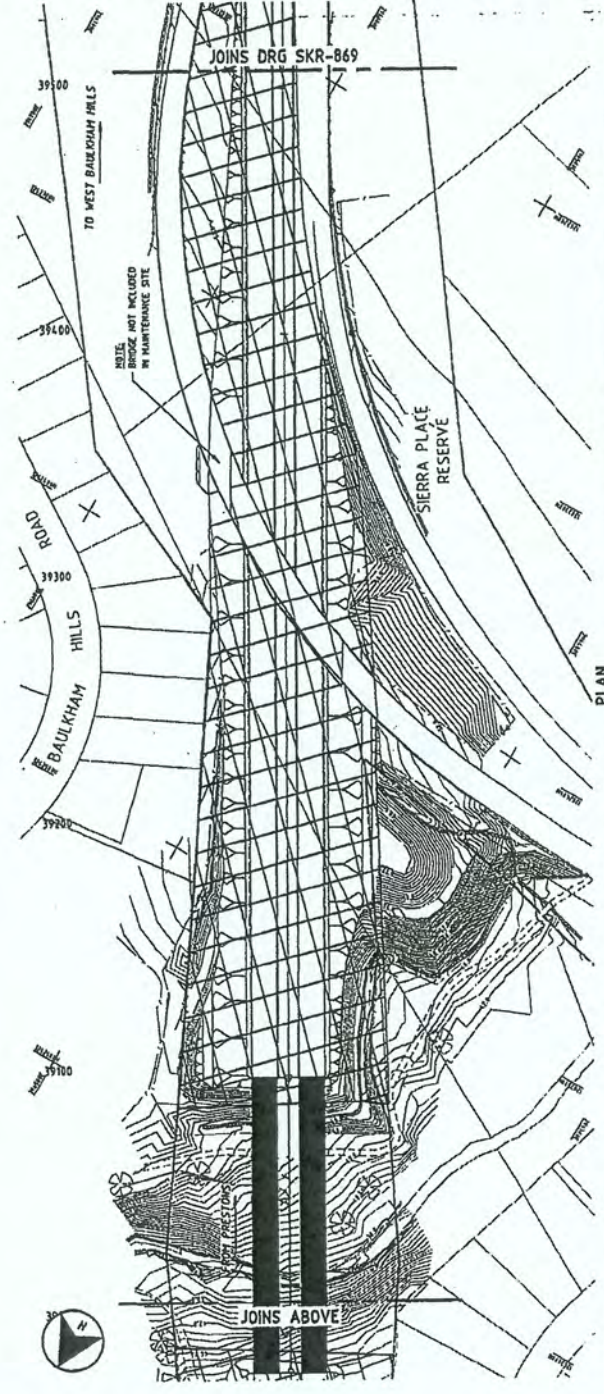
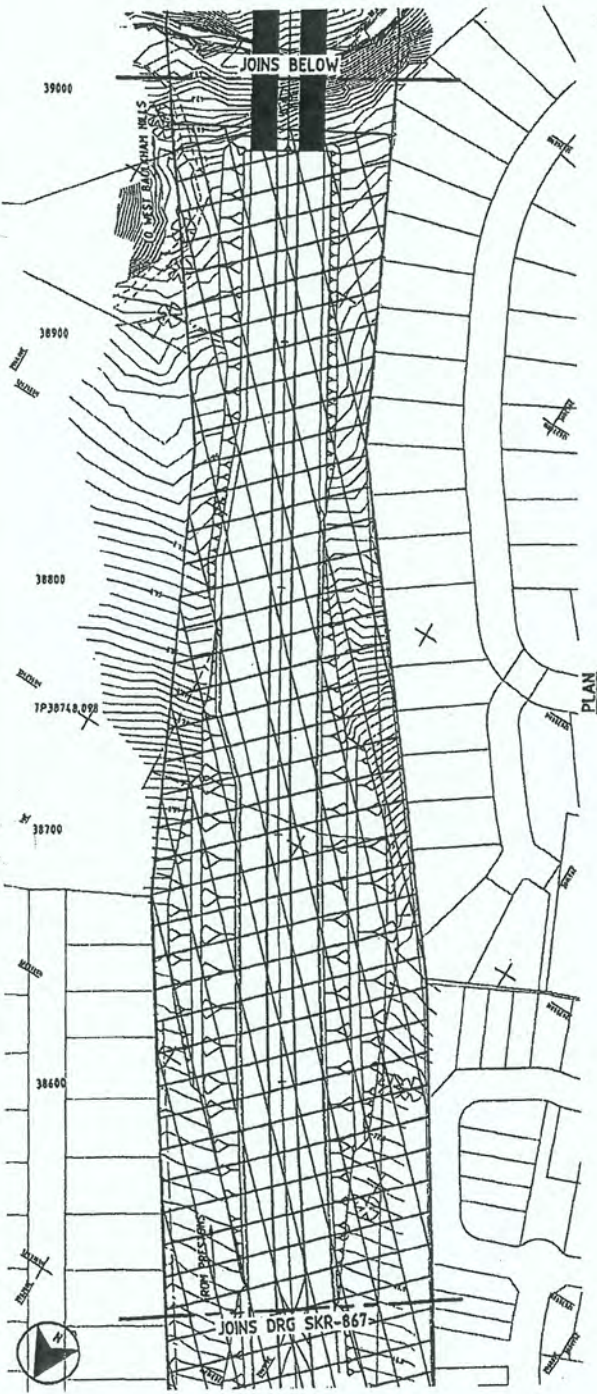
NO.	DATE	DESCRIPTION / SHEET NUMBER	APPROVAL	BY	FOR	DATE	DESCRIPTION
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2		ISSUED FOR POST-TENDER					
3		ISSUED FOR POST-TENDER					
4		ISSUED FOR POST-TENDER					
5		ISSUED FOR POST-TENDER					



M2
6



NOTES
1. REFER TO SVITE APPENDIX 34 FOR DETAILS.



PROJECT NAME	WESTERN STONEY ORBITAL TENDER MAINTENANCE SITE PLAN STN 38.5km TO 39.5km	
PROJECT / DRAWING NO.	SKR-868	TYPE C
DRAWING STATUS	SKETCH	
AS SHOWN		
DESIGNER	 Maunsell SIMEC <small>MAUNSELL AUSTRALIA PTY LTD 100/102/104/106/108/110/112/114/116/118/120/122/124/126/128/130/132/134/136/138/140/142/144/146/148/150/152/154/156/158/160/162/164/166/168/170/172/174/176/178/180/182/184/186/188/190/192/194/196/198/200/202/204/206/208/210/212/214/216/218/220/222/224/226/228/230/232/234/236/238/240/242/244/246/248/250/252/254/256/258/260/262/264/266/268/270/272/274/276/278/280/282/284/286/288/290/292/294/296/298/300/302/304/306/308/310/312/314/316/318/320/322/324/326/328/330/332/334/336/338/340/342/344/346/348/350/352/354/356/358/360/362/364/366/368/370/372/374/376/378/380/382/384/386/388/390/392/394/396/398/400/402/404/406/408/410/412/414/416/418/420/422/424/426/428/430/432/434/436/438/440/442/444/446/448/450/452/454/456/458/460/462/464/466/468/470/472/474/476/478/480/482/484/486/488/490/492/494/496/498/500/502/504/506/508/510/512/514/516/518/520/522/524/526/528/530/532/534/536/538/540/542/544/546/548/550/552/554/556/558/560/562/564/566/568/570/572/574/576/578/580/582/584/586/588/590/592/594/596/598/600/602/604/606/608/610/612/614/616/618/620/622/624/626/628/630/632/634/636/638/640/642/644/646/648/650/652/654/656/658/660/662/664/666/668/670/672/674/676/678/680/682/684/686/688/690/692/694/696/698/700/702/704/706/708/710/712/714/716/718/720/722/724/726/728/730/732/734/736/738/740/742/744/746/748/750/752/754/756/758/760/762/764/766/768/770/772/774/776/778/780/782/784/786/788/790/792/794/796/798/800/802/804/806/808/810/812/814/816/818/820/822/824/826/828/830/832/834/836/838/840/842/844/846/848/850/852/854/856/858/860/862/864/866/868/870/872/874/876/878/880/882/884/886/888/890/892/894/896/898/900/902/904/906/908/910/912/914/916/918/920/922/924/926/928/930/932/934/936/938/940/942/944/946/948/950/952/954/956/958/960/962/964/966/968/970/972/974/976/978/980/982/984/986/988/990/992/994/996/998/1000</small>	
DESIGNER	 Abigroup <small>ABIGROUP LEIGHTON</small>	
CONTRACTOR	 WestLink motorway	
DATE	20/12/20	
DRAWING		
NO.	1/1	
SCALE		
DESIGNED BY	DESIGNER	
CHECKED BY	DESIGNER	
APPROVED BY	DESIGNER	
PROJECT MANAGER		
PRINCIPAL BRIDGE ENGINEER		
REVISIONS	A 10/01/21 ISSUED FOR POST-TENDER B 16/01/21 RE-ISSUED FOR POST-TENDER C 16/01/21 RE-ISSUED FOR POST-TENDER	

Western Sydney Orbital Project Deed

EXHIBIT A

SCOPE OF WORKS AND
TECHNICAL CRITERIA

Appendix 2

Construction Site

Roads and Traffic Authority of NSW

Handwritten mark



Appendix 2

CONSTRUCTION SITE ~~and~~ MAINTENANCE SITE

1. ~~CONSTRUCTION SITE~~

2. ~~MAINTENANCE SITE~~

9 December 2022



Appendix 2

1. Construction Site

The Construction Site is the land and air space described in Parts 1, 2 and 2-3 of the Construction Site Schedule, the Construction Site Drawings (listed below) and the Committed Boundaries Drawings (listed below), plus any areas of road reserve which are to be occupied by Motorway Asset Items which are specifically required to be remote from the Motorway by the Deed or Environmental Documents.

The land to be acquired for Local Roads is described in Part 3 of the Construction Site Schedule and the Construction Site Drawings listed below.

1. Schedule of Construction Site Drawings

Drawing	Issue Date
Plan No WSO_Index	26 Feb 2003 2
Plan No WSO_CovSecA	30 July 2002
Plan No WSO_Index_A	30 July 2002
Plan No WSO_Deedoc_A1	30 July 2002
Plan No WSO_Deedoc_A2	22 January 2003
Plan No WSO_Deedoc_A3	22 January 2003
Plan No WSO_Deedoc_A4	21 Nov 2002
Plan No WSO_Deedoc_A5	25 July 2002
Plan No WSO_Deedoc_A6	22 Oct 2002
Plan No WSO_Deedoc_A7	22 Oct 2002
Plan No WSO_Deedoc_A8	18 Oct 2002
Plan No WSO_Deedoc_A9	22 January 2003
Plan No WSO_Deedoc_A10	22 January 2003
Plan No WSO_Deedoc_A11	9 December 2022
Plan No WSO_Deedoc_A12	22 January 2003
Plan No WSO_CovSecB	30 July 2002
Plan No WSO_Index_B1	30 July 2002
Plan No WSO_Deedoc_B1	9 December 2022
Plan No WSO_Deedoc_B2	9 December 2022
Plan No WSO_Deedoc_B3	22 January 2003
Plan No WSO_Deedoc_B4	17 Oct 2002
Plan No WSO_Deedoc_B5	22 January 2003
Plan No WSO_Deedoc_B6	23 January 2003
Plan No WSO_Deedoc_B7	23 January 2003
Plan No WSO_Deedoc_B8	17 Oct 2002

Drawing	Issue Date
Plan No WSO_Deedoc_B9	5 Nov 2002
Plan No WSO_Deedoc_B10	4 Nov 2002
Plan No WSO_Deedoc_B11	21 Oct 2002 23 January 2003
Plan No WSO_Deedoc_B12	4 Nov 2002 23 January 2003
Plan No WSO_Deedoc_B13	21 Oct 2002 23 January 2003
Plan No WSO_Deedoc_B14	25 July 2002 23 January 2003
Plan No WSO_Deedoc_B15	25 July 2002
Plan No WSO_Deedoc_B16	21 Oct 2002
Plan No WSO_Deedoc_B17	30 July 2002 22 January 2003
Plan No WSO_Deedoc_B18	30 July 2002 21 January 2003
Plan No WSO_Index_C1	30 July 2002
CovsecC	30 July 2002
Plan No WSO_Deedoc_C1	21 Oct 2002 23 January 2003
Plan No WSO_Deedoc_C2	20 Oct 2002 23 January 2003
Plan No WSO_Deedoc_C3	21 Oct 2002 23 January 2003
Plan No WSO_Deedoc_C4	20 Oct 2002 23 January 2003
Plan No WSO_Deedoc_C5	4 Nov 2002 23 January 2003
Plan No WSO_Deedoc_C6	20 Oct 2002 23 January 2003
Plan No WSO_Deedoc_C7	25 July 2002
Plan No WSO_Deedoc_C8	4 Nov 2002 23 January 2003
Plan No WSO_Deedoc_C9	20 Oct 2002
Plan No WSO_Deedoc_C10	22 Oct 2002 23 January 2003
Plan No WSO_CovSecD	30 July 2002
Plan No WSO_Index_D <i>to WSP</i>	19 Dec 2002
Plan No WSO_Deedoc_D1	8 Jan 2003 23 January 2003
Plan No WSO_Deedoc_D2	25 July 2002
Plan No WSO_Deedoc_D3	25 July 2002
Plan No WSO_Deedoc_D4	25 July 2002
Plan No WSO_Deedoc_D5	25 July 2002
Plan No WSO_Deedoc_D6	21 Oct 2002
Plan No WSO_Deedoc_D7	8 Sept 2002
Plan No WSO_Deedoc_D8	21 Oct 2002
Plan No WSO_Deedoc_D9	25 July 2002
Plan No WSO_Deedoc_D10	25 July 2002
Plan No WSO_Deedoc_D11	21 Oct 2002
Plan No WSO_Deedoc_D12	25 July 2002
Plan No WSO_Deedoc_D13	25 July 2002 23 January 2003
Plan No WSO_Deedoc_D14	25 July 2002
Plan No WSO_Deedoc_D15	25 July 2002 23 January 2003



Drawing	Issue Date
Plan No WSO_Deedoc_E1	21 Nov 2002
Plan No WSO_Deedoc_E2	21 Oct 2002
Plan No WSO_Deedoc_E3	23 January 2003
Plan No WSO_Deedoc_E4	23 January 2003
Plan No WSO_Deedoc_E5	26 July 2002
Plan No WSO_Deedoc_E6	26 July 2002
Plan No WSO_Deedoc_E7	4 Nov 2002
Plan No WSO_Deedoc_E8	21 Oct 2002
Plan No WSO_Deedoc_E9	26 July 2002
Plan No WSO_Deedoc_E10	26 July 2002

2. Committed Boundaries Drawings

The Committed Boundaries Drawings are the Drawings referred to in Clause 4A.1 of the Project Deed.

Schedule of Committed Boundaries Drawings

Drawing	Revision & Issue Date
Plan No WSO_Committed Boundaries_A2	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_A3	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_A4	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_A5	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_A6	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_A7	Revision 1, 29 January 2003
Plan No WSO_Committed Boundaries_A9	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_A10	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_A11	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B1	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B2	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B3	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B4	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B5	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B6	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B7	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B8	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B9	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B10	Revision 0, 20 December 2002
Plan No WSO_Committed Boundaries_B11	Revision 1, 29 January 2003



Drawing	Revision & Issue Date
Plan No WSO_Committed Boundaries_B12	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_B13	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_B15	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_C1; 23 January 2003	<u>Revision 1, 23 January 2003</u>
Plan No WSO_Committed Boundaries_C3	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_C4	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_C5	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_C6; 23 January 2003	<u>Revision 1, 23 January 2003</u>
Plan No WSO_Committed Boundaries_C7	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_C8	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_C10; 23 January 2003	<u>Revision 1, 23 January 2003</u>
Plan No WSO_Committed Boundaries_D1	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_D2	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_D3	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_D5	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_D7	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_D11	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_E1	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_E2	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_E4	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_E5	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_E7	<u>Revision 0, 20 December 2002</u>
Plan No WSO_Committed Boundaries_E9; 23 January 2003	<u>Revision 1, 23 January 2003</u>



WESTERN SYDNEY ORBITAL CONSTRUCTION SITE SCHEDULE - PART 1

(Reference to Plan No.'s are Construction Site Drawings in Appendix 2 to the SWTC)
(Areas marked OVERLAP in the 'Comments' column exclude the Temporary Areas in Appendix 3 to the SWTC)

PLAN No. WSO_DEEDOC_A2

No	Land Lot/DP	Title	Comments
2 pt	100/864675	CT 100/864675	
3 pt	11/846449	CT 11/846449	
7	Pt 31/833741	CT 31/833741	
9	Pt 21/833741	CT 21/833741	
10	9/833741	Autoconsol 6159-142	
11	Pt DP 2031	CT Vol 1062 Fol 67	
14	10/833741	CT 10/833741	
15	4/564044	CT 4/564044	
17	Pt 16/833741	CT 16/833741	
19	13/833741	CT 13/833741	
20	Pt 1/837972	CT 1/837972	
21	14/833741	CT 14/833741	
23	Pt Por 18 PH St Luke	CT Vol 4322 Fol 247	
24	2/599020	CT 2/599020	
27	5/833741	CT 5/833741	
28	126/1014359	CT 126/1014359	
29	Pt 1/658308	CT 1/658308	
30	Pt 2/2845	CT 2/2845	
31	Pt 3/2845	CT 3/2845	
32	Pt 4/2845	CT 4/2845	
33 pt	101/864675	CT 101/864675	
34 pt		Crown Road	
35	Pt 116/2031	CT Vol 5712 Fol 212	
36	Pt 117/2031	CT Vol 5034 Fol 164	
37	Pt 118/2031	CT Vol 5575 Fol 177	
38	Pt 119/2031	CT Vol 5575 Fol 177	
39	Pt 120/2031	CT Vol 7311 Fol 154	
40	Pt 1/2845	Ct Vol 1230 Fol 136	
41	Pt DP 2845	CT Vol 140 Fol 216	
42	3-8/505943	CT 3-8/505943	

PLAN No. WSO_DEEDOC_A3

No	Land Lot/DP	Title	Comments
1	Pt DP 2031	CT Vol.1062Fol.67	
4	Pt 46/841782	CT 46/841782	
6	Pt 47/841782	CT 47/841782	
8 pt	52/841782	CT 52/841782	
9 pt	53/841782	CT 53/841782	
10	49/841782	CT 49/841782	

PLAN No. WSO_DEEDOC_A3 (continued)

No	Land Lot/DP	Title	Comments
11	50/841782	CT 50/841782	
12	Pt 138/2031	CT 138/2031	
13	Pt 11/833741	CT 11/833741	
15	Pt 12/833741	CT 12/833741	
16	Pt DP 2031	CT Vol.1062Fol.67	

PLAN No. WSO_DEEDOC_A4

No	Land Lot/DP	Title	Comments
1	Pt 5/2845	CT 5/2845	
2	Pt 6/2845	CT 6/2845	OVERLAP
3	Pt 5/21220	CT 5/21220	OVERLAP
4	Pt B/378780	CT B/378780	OVERLAP
5	Pt A /378780	CT A/378780	OVERLAP
6	5/1045043	CT5/1045043	
7	6/1045043	CT6/1045043	
8	7/1045043	CT7/1045043	
10	Pt Kurrajong Rd	Crown Road	
11 pt	Pt 370/752060	Crown Reserve R98131-GG 64 of 18-4-1986 fol.1718	
12 pt	Pt 2/229678	Crown Reserve R98131-GG 64 of 18-4-1986 fol.1718	
13	Pt Maxwells Creek	Crown R56146 from sale GG 11-5-23 F.2253	

PLAN No. WSO_DEEDOC_A5

No	Land Lot/DP	Title	Comments
1	Pt 288/752060	Crown Reserve - R98131 GG.64 of 18-4-1986 Fol.1718	
2	Pt 25/752060	CT 25/752060	
3	Pt Reserved Rd	Crown Public Road	
4	Pt 287/752060	Auto Consol 10302-132	
5	Pt 286/752060	Auto Consol 10302-132	
6	Pt 16/7326	CT 16/7326	
7	12/1016326	CT 12/1016326	
8	11/1016326	CT 11/1016326	

PLAN No. WSO_DEEDOC_A6

No	Land Lot/DP	Title	Comments
1	Pt 13/7326	CT 13/7326	
2	Pt A/389890	CT A/389890	
1	Pt 13/7326	CT 13/7326	
4 pt	C/389890	CT C/389890	
5	Pt 1/34278	CT 1/34278	

PLAN No. WSO_DEEDOC_A6 (continued)

No	Land Lot/DP	Title	Comments
6	Pt DP 2359	CT Vol.878 Fols.154/5	
7 pt	4/1045029	CT4/1045029	
8 pt	5/1045029 Riparian rights to Cabramatta Creek	CT5/1045029	
9	Pt 18/2359 Riparian rights to Cabramatta Creek	CT 18/2359	
10	B/324143 Riparian rights to Cabramatta Creek	CT B/324143	
11	7/3/2202 Riparian rights to Cabramatta Creek	CT 7/3/2202	

PLAN No. WSO_DEEDOC_A7

No	Land Lot/DP	Title	Comments
1	Pt DP 2202	CT Vol.1088Fol.20	
2 pt	3/586710	CT 3/586710	
3 pt	2/586710	CT 2/586710	
4 pt	1/586710	CT 1/586710	
6	Part Hoxton Park Road	Crown Road	
7	Pt 1/1/2202	CT Vol.3235 Fol.210 GG 4-2-49 Fol.307	
8	1/934856	CT 1/934856	
9	Part Wilson Road	Crown Road	
10	3/364343	CT3/364343	

PLAN No. WSO_DEEDOC_A8

No	Land Lot/DP	Title	Comments
1	Pt 5/1024757	CT 5/1024757	
2	Pt 32/617044	CT 32/617044	
3	113/1045185 Riparian rights to Hinchinbrook Creek	CT113/1045185	
4	114/1045185	CT114/1045185	
5	115/1045185	CT115/1045185	
6	Pt DP 2475	CT V.1101 F115	
7	111/1045185	CT111/1045185	

PLAN No. WSO_DEEDOC_A9

No	Land Lot/DP	Title	Comments
1	43/1044841	CT 43/1044841	
2	44/1044841	CT 44/1044841	

PLAN No. WSO_DEEDOC_A9 (continued)

No	Land Lot/DP	Title	Comments
3	4/2475	CT Vol.15500 Fol.134	
4	45/1044841	CT 45/1044841	
5 pt	46 and 71/1044841	CT Vol.15500 F.134	
6 pt	47, 49 and 70/1044841	CT Vol.15500 F.134	
7 pt	48, 50, 68 and 69/1044841	CT Vol.15500 F. 134	
8 pt	67/1044841	CT Vol.1101 Fol.115	
10	64/1044841	CT Vol.7030Fol.77	
11	63/1044841	Not in RP Title GG 18-9-1868 Fol 3255	
12	62/1044841	CT 7030 Fol.77	
13	52/1044841	CT 52/1044841	
14	61/1044841	CT Vol.1101Fol.115	
15	60/1044841	CT Vol.7030 Fol.77	
16	27/1042996	CT 1/546264	
17	53/1044841	CT Vol.6431.Fol.56	
18	54/1044841	CT Vol.6431.Fol.56	
19	55/1044841	CT 188/2475	
20	56/1044841	CT 1/513225	
21	57/1044841	CT 183/2475	
22	58/1044841	CT 182/2475	
23	3/2475	CT 3/2475	
24	2/2475	CT 2/2475	
25	51/1044841	51/1044841	

PLAN No. WSO_DEEDOC_A10

No	Land Lot/DP	Title	Comments
1	59/1044841	CT Vol.1101 fol.115	
2	26/1042996	CT 26/1042996	
3	25/1042996	CT 1/546264	
4	24/1042996	CT 1356/881965	

PLAN No. WSO_DEEDOC_A11

No	Land Lot/DP	Title	Comments
1	Lot 12 DP 1041391	CT 2/875790	
2	Pt Lot 51 DP 811015	CT 51/811015	
3 pt	Lot 26 DP 860893	CT 26/860893	
4	Pt 4640-1603	Not in RPA Title	

PLAN No. WSO_DEEDOC_B1

No	Land Lot/DP	Title	Comments
1	Pt. Elizabeth Drive	CT Vol 9693fo.34/Parish Map	
2 pt	Lot 18 DP860893	18/860893	

PLAN No. WSO_DEEDOC_B1 (continued)

No	Land Lot/DP	Title	Comments
3	Lot 5 DP1041390	5/1041390	
4	Pt Lot 1 DP603946	1/603946	
5	Lot 3 DP1041390	3/1041390	
6	Wallgrove Rd	G.G. 12/6/42 27/17/8fol.6026	
7	Lot 4 DP1041390	4/1041390	

PLAN No. WSO_DEEDOC_B2

No	Land Lot/DP	Title	Comments
1	28/1021940	4/128873	
2	29/1021940	1/504689	
3	30/1021940	CT Vol.7859.Fol.124	
4	31/1021940	CT Vol.7763Fol.239	
5	Lot 32 DP 1021940	32/1021940	
6 pt	Lot 33 DP 1021940	33/1021940	

PLAN No. WSO_DEEDOC_B3

No	Land Lot/DP	Title	Comments
1 pt	Lot 35 DP 1021940	35/1021940	
3	Pt Villiers Rd	CT Vol.1089fol.189	
4	Lot 1 DP610475	1/610475	
5 pt	Lot 1 DP125658	1/125658	
6	Lot 41 DP 1021940	41/1021940	
7	Lot 42 DP 1021940	42/1021940	
8	Lot 12 DP 1021938	12/1021938	
9	Lot 13 DP 1021938	13/1021938	
10	Lot 14 DP 1021938	14/1021938	
11	Lot 15 DP 1021938	15/1021938	
12	Lot 16 DP 1021938	16/1021938	
13	Lot 37 DP264227	CT Vol.10395 fol.17	
14	Lot 36 DP264227	CT Vol.10395fol.16	

PLAN No. WSO_DEEDOC_B4

No	Land Lot/DP	Title	Comments
1	Lot 17 DP 1021938	17/1021938	
2	Lot 18 DP 1021938	18/1021938	
3	Lot 19 DP 1021938	19/1021938	
4	Lot 20 DP 1021938	20/1021938	
5	Lot 21 DP 1021938	21/1021938	
6	Pt Saxony Rd	C.T.10511fol.154	
7	Lot 22 DP 1021938	22/1021938	
8	Lot 31 DP 1022008	31/1022008	
9	Pt Lot 8 DP230275	8/230275	
10	Lot 29 DP 1022008	29/1022008	

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PLAN No. WSO_DEEDOC_B4 (continued)

No	Land Lot/DP	Title	Comments
11	Lot 34 DP264277	CT Vol10395fol.14	
12	Lots 35 DP264227	CT Vol.10395fol.15	

PLAN No. WSO_DEEDOC_B5

No	Land Lot/DP	Title	Comments
1	Lot 28 DP1022008	28/1022008	
2	Lot 27 DP1022008	27/1022008	
3	Lot 26 DP1022008	26/1022008	
4	Lot 25 DP1022008	25/1022008	
5	Lot 24 DP1022008	24/1022008	
6	Lot 23 DP1022008	23/1022008	
7	Lot 22 DP1022008	22/1022008	
8	Lot 13 DP264228	C.T.Vol.10395fol.2	
9	Lot 12 DP264228	C.T.Vol.10395fol.1	
10	Pt Reserved Road	Crown Public Road	
11	Wallgrove Road	G.G 12/6/42	
12	20/1021839	C.T.Vol.7039.fol.205	
13 pt	Lot 11 DP264228	C.T.Vol.7039.fol.205	

PLAN No. WSO_DEEDOC_B6

No	Land Lot/DP	Title	Comments
1 pt	7/1041980	21/1021839	
2	6/1041980	61/740679	
3	Lot 96A DP13905	96A/13905	
4	Lot 22 DP 1021839	22/1021839	
5 pt	Lot 23 DP 1021839	23/1021839	
6	Pt The Horsley Drive	CT.Vol.3600Fol.144	
7	Lot 32 DP1021839	32/1021839	
8	Lot 101A DP350135	101A/350135	
9	Lot 5 DP1041980	5/1041980	
10	Lot 33 DP 1021839	33/1021839	
16	Lot 3 DP 1021839	3/1021839	

PLAN No. WSO_DEEDOC_B7

No	Land Lot/DP	Title	Comments
1	Lot 107 B DP336847	107B/336847	
2	14/1021711	107A/366847	
3	Pt Redmayne Rd	CT.Vol3600Fol.144	
4	Lot A DP382897	A/382897	
5	13/1021711	B/382897	
6	11/1021711	11/1021711	
7	Lot 119A DP346871	119A/346871	
8	Lot 10 DP 1021711	10/1021711	
9	Lot 8 DP 1021711	8/1021711	
10	Pt Chandos Rd		

PLAN No. WSO_DEEDOC_B8

No	Land Lot/DP	Title	Comments
1	Lot 9 DP 1042004	9/1042004	
2	Lot 8 DP 1042004	8/1042004	
3	Pt Lot B DP383303	B/383303	
4	Lot 6 DP 1042004	6/1042004	
5	Pt Wallgrove Rd		

PLAN No. WSO_DEEDOC_B9

No	Land Lot/DP	Title	Comments
1	Pt Lot 1 DP 1042225	1/1042225	
2 pt	Pt Lot 2 DP 1042225	2/1042225	
3	Pt Wallgrove Road		

PLAN No. WSO_DEEDOC_B10

No	Land Lot/DP	Title	Comments
1 pt	Pt Lot A DP367272	A/367272	
2 pt	Pt Lot A DP347962	Auto Consol 5385-118	
3 pt	Pt Lot 1 Dp190500	Auto Consol 5385-118	
4 pt	Pt Lot 1 DP549703	1/549703	
5	Lot 3 DP234606	CT.Vol.6518fol.88	
6	Pt Lot 2 DP778564	2/778564	
7	Pt Lot 1 DP778564	1/778564	
8	Pt Wallgrove Road		
9	Pt Wallgrove Road		

PLAN No. WSO_DEEDOC_B11

No	Land Lot/DP	Title	Comments
1	2/1041744	Y/376524	
2	Lot 3 DP 1041745	3/1041745	
3 pt	26/752041	CT.Vol.5395fol.109	
4	Wallgrove Rd		
5 pt	1/205151	1/205151	
6 pt	DP 506267	CT.Vol.7085 fol.44	
7 pt	2/1043761	4/229769	
9	3/1041744	Y/376524	

PLAN No. WSO_DEEDOC_B12

No	Land Lot/DP	Title	Comments
1	Lot 4 DP 1041745	4/1041745	
2	Lot 5 DP262259	C.T.Vol.14663fol.14	
4	Lot 22 DP752041		
5	Pt Lot 1 DP1041745	1/1041745	

PLAN No. WSO_DEEDOC_B13

No	Land Lot/DP	Title	Comments
1	4/1043767	11/1025320	

PLAN No. WSO_DEEDOC_B13 (continued)

No	Land Lot/DP	Title	Comments
2	Lot 2 DP 262259	2/262259	
3	Lot 14 DP 1040948	14/1040948	
4	Pt Wallgrove Road	Not in RPA Title	
5	Lot 3 DP 244378	Vol 3152 Fol 124	
6	Pt Lot 1 DP 244378	1/244378	OVERLAP
7	Pt Lot 8 DP 449043	8/449043	
8	Pt Lot 18 DP 752041	Conv 220 Bk 2997	
9	Lot 23 DP 243678	Conv 220 Bk 2997	
10	Lot 24 DP 243678	Vol 5304 Fol 146	
11	Lot 21 DP 243678	21/243678	
12	Lot 25 DP 243678	Vol 5358 Fol 107	
13	Lot 27 DP 243678	Vol 4679 Fol 117	
14	8/1040948	22/243678	
15	9/1040948	1/123972	
16	Land in DP 432448	Vol 5395 Fol 109	
17	Lot 26 DP 243678	Vol 5358 Fol 107	

PLAN No. WSO_DEEDOC_B14

No	Land Lot/DP	Title	Comments
1	Lot 2 DP 262259	2/262259	
2	Pt Lot 3 DP 551968	Vol 4083 Fol 110	
3	5/1043767	12/1025320	

PLAN No. WSO_DEEDOC_B15

No	Land Lot/DP	Title	Comments
1	Lot 3 DP 244378	Vol 3152 Fol 124	
2	Lot 1 DP 244378	1/244378	OVERLAP

PLAN No. WSO_DEEDOC_B16

No	Land Lot/DP	Title	Comments
1	Lot 10 DP 1040948	10/1040948	
2	Lot 11 DP 1040948	11/1040948	
3	Lot 13 DP 1040948	13/1040948	
4	Lot 12 DP 1040948	12/1040948	

PLAN No. WSO_DEEDOC_B17

No	Land Lot/DP	Title	Comments
1	Pt Lot 3 DP 551968	CT Vol 4083 Fol 110	

PLAN No. WSO_DEEDOC_B18

No	Land Lot/DP	Title	Comments
1	Pt Lot 4 DP 244378	Ct Vol 2636 Fol 197	

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PLAN No. WSO_DEEDOC_C1

No	Land Lot/DP	Title	Comments
1	3263-1603	Not in R.P.A. Title	
2 pt	Lot 1, D.P.221438	CTV6695 F235	
3	Lot 7 DP 1041487	C.T 7/1041487	
4	8/1041487	Not in R.P.A. Title	
5	11/1041487	C.T.10/B/8681	
6	12/1041487	C.T.101/882326	
7	10/1041487	CTV6695 F235	
8	13/1041487	CTV129 F44	
9	14/1041487	Not in R.P.A. Title	
10	9/1041487	CTV129 F44	
11	Lot 15 DP 1041487	15/1041487	
12	Lot 16 DP 1041487	16/1041487	

PLAN No. WSO_DEEDOC_C2

No	Land Lot/DP	Title	Comments
1	19/1041487	Not in R.P.A. Title	
2	Lot 17 DP 1041487	17/1041487	
3	Lot 18 DP 1041487	18/1041487	
4		Not in R.P.A. Title	
5	Lot 48, D.P.806052	CTV31 F145	
6	Lot 47, D.P.806052	CTV31 F146	
7	Lot 13, D.P.1003944	C.T.13/1003944	
8	Lot 3, D.P.1001836		
9	Lot 12, D.P.1003944	C.T 12/1003944	
10	Lot 11, D.P.1003944	C.T 11/1003944	
11	Lot 10, D.P.1003944	C.T 10/1003944	
12	Lot 18, D.P.806052	C.T.18/806052	
13	Lot 4, D.P.1001836		
14	Lot 46, D.P.806052	CTV954 F180	
15	Lot 9, D.P.1003944	C.T 9/1003944	
16	Lot 16, D.P.806052	C.T.16/806052	
17	Lot 8, D.P.1003944	C.T 8/1003944	
18	Lot 7, D.P.1003944	C.T 7/1003944	
19	1539-3000	G.G.of 5-7-1859 F1500	
20	Lot 27, D.P.806052	C.T.27/806052	
21	Lot 29, D.P.806052	C.T.29/806052	
22	Lot 28, D.P.806052	C.T.28/806052	
23	Pt 11, D.P.237927	CTV3029 F170	
24	D.P.237927	CTV3883 F237	
25	Pt 10, D.P.237927	CTV10907 F215	
26	Lot 26, D.P.806052	C.T.26/806052	
27	Pt Lot 41, D.P.806052	C.T.41/806052	
28	Lot 44, D.P.806052	C.T.44/806052	
29	Lot 40, D.P.806052	C.T.40/806052	
30	Lot 39, D.P.806052	C.T.39/806052	
31	Lot 38, D.P.806052	C.T.38/806052	
32	Lot 37, D.P.806052	C.T.37/806052	
33	Lot 36, D.P.806052	C.T.36/806052	

PLAN No. WSO_DEEDOC_C2 (continued)

No	Land Lot/DP	Title	Comments
34	Lot 35,D.P.806052	C.T.35/806052	
35	Lot 34,D.P.806052	C.T.34/806052	
36	Lot 33,D.P.806052	C.T.33/806052	
37	Lot 32,D.P.806052	C.T.32/806052	
38	Lot 31,D.P.806052	C.T.31/806052	
39	Lot 30,D.P.806052	C.T.30/806052	
40	Lot 45,D.P.806052	C.T.45/806052	
41	Pt Lot 6,D.P.237927	C.T.V 8447 F 114	

PLAN No. WSO_DEEDOC_C3

No	Land Lot/DP	Title	Comments
1	Lot 15,D.P.806053	Not in R.P.A. Title	
2	Pt Lot 2,D.P.836343	C.T.2/836343	
3	Lot 14,D.P.806053	C.T.14/806053	
4	Lot 5 DP 1042577	5/1042577	
5	Lot 6 DP 1042577	6/1042577	
6		Not in R.P.A. Title	

PLAN No. WSO_DEEDOC_C4

No	Land Lot/DP	Title	Comments
1	Pt Lot 2,D.P.836343	C.T.2/836343	
2	Lot 4 DP 1042577	4/1042577	
3		Not in R.P.A.Title	
4	Lot 1,D.P.607606	C.T.1/607606	
5	Lot 671,D.P.740870	C.T.671/740870	
6	Lot 2,D.P.1025148	C.T.2/1025148 (C.T.11/844530)	
7	Lot 3,D.P.836343	Not in R.P.A.Title	
8 pt	Lot 3,D.P.1040263	3/1040263	
9		Not in R.P.A.Title	
10	Lot 4 DP 1040263	4/1040263	

PLAN No. WSO_DEEDOC_C5

No	Land Lot/DP	Title	Comments
1	3/1036915	9/24533	
2	4/1036915	8/23723	
3	Pt Lot 2, D.P 1040029	2/1040029	
4	Lot 2 DP 1022950	2/1022950	
5	Lot 13,D.P.876065	C.T.13/876065	
6			
7	Lot 32,D.P.701451	C.T.32/701451	
8		CTV696 F238	
9	Now Lot 3,D.P.1023181	C.T.17/3115	

PLAN No. WSO_DEEDOC_C5 (continued)

No	Land Lot/DP	Title	Comments
10	Lot 69,D.P.836972	C.T.69/836972	
11	Lot 30,D.P.701451	C.T.30/701451	
12	Lot 1,D.P.1016718	C.T.1/1016718	
13 pt	Lot 11,D.P.876065	C.T.11/876065	
14	107/1043436	107/1043436	
17	Lot 106 DP 1043436	106/1043436	

PLAN No. WSO_DEEDOC_C6

No	Land Lot/DP	Title	Comments
1	Lot 99,D.P.5027	C.T.99/5027 (CTV2050 F202)	
2		Pt.CTV696 F238	
3	Now Lot 4,D.P.1023181	C.T.4/1023181	
4		Pt.CTV2015 F162	
5	Lot 98,D.P.5027	C.T.98/5027 (CTV2048 F13)	
6	Lot 2,D.P.518338	Pt.A.C.3978-164 (CTV3978 F164)	
7	Lot 72,D.P.5027	C.T.72/5027 (CTV2186 F248)	
8	Lot 71,D.P.5027	PT.A.C.3978-164 (CTV3978 F164)	
9		Pt.CTV696 F238	
10	Lot 2 DP 1033513	2/1033513	
11	Lot 70,D.P.5027	Pt.A.C.8446-229 (CTV8466 F229)	
12	Lot 69,D.P.5027	Pt.A.C.8446-229 (CTV8466 F229)	
13	Lot 442,D.P.710542	C.T.442/710542	
14	Lot 43,D.P.5027	C.T.43/5027 (CTV10575 F41)	
15		Pt.CTV2015 F162	
16	Lot 41,D.P.5027	C.T.41/5027	
17	Lot 42,D.P.5027	C.T.42/5027 (CTV11434 F177)	
18	Lot 15,D.P.5027	C.T.15/5027 (CTV7600 F232)	
19	Lot 16,D.P.5027	C.T.16/5027 (CTV9075 F110)	
20		Pt.CTV2015 F162	
21	Lot 13,D.P.5027	Pt.A.C.2562-136	
22	Lot 14,D.P.5027	Pt.A.C.2562-136	
23	Lot 2 DP 1045770	2/1045770	
24	Lot 26,Sec1,DP5172	C.T.26/1/5172	
25	Lot 25,Sec1,DP5172	C.T.25/1/5172 (CTV15375 F157)	
26		Pt.CTV696 F238	

PLAN No. WSO_DEEDOC_C6 (continued)

No	Land Lot/DP	Title	Comments
27	Pt.Lot 6,D.P.790664	Pt.C.T.6/790664	
28	Lot 5,D.P.790664	C.T.5/790664	
29	Lot 32,Sec2,DP5172	Pt.A.C.5154-99 (CTV5154 F99)	
30	Lot 33,Sec2,DP5172	Pt.A.C.5154-99 (CTV5154 F99)	
31	Lot 26,Sec3,DP5172	C.T.26/3/5172	
32	Lot 30,Sec2,DP5172	C.T.30/2/5172 (CTV11277 F212)	
33	Lot 31,Sec2,DP5172	C.T.31/2/5172 (CTV2393 F143)	
34		CTV2361 F152	
35	Lot 27,Sec3,DP5172	C.T.27/3/5172 (CTV4805 F117)	
36	Lot 24,Sec1,DP5172	C.T.24/1/5172	
37	Lot 34,Sec2,DP5172	C.T.34/2/5172	
38	Lot 29,Sec2,DP5172	CT 29/2/5172	
39	Lot 2,D.P.881712	CT 2/881712	

PLAN No. WSO_DEEDOC_C7

No	Land Lot/DP	Title	Comments
1	Lot 144,D.P.877286	C.T.144/877286	
2	Lot 29,Sec1,DP5893	C.T.29/1/5893	
3	Lot 30,Sec1,DP5893	C.T.30/1/5893 (CTV11362 F130)	
4	Pt Lot 6,D.P.790664	C.T.6/790664	
5		CTV696 F238	
6	Lot 292, D.P.850874	C.T.292/850874	
7	Lot 30,Sec2,DP5893	C.T.30/2/5893 (CTV5541 F45)	
8	Lot 2, D.P.854215	C.T.2/854215	
9	Lot 240, D.P.703968	C.T.240/703968	
10	Lot 101, D.P.818256	C.T.101/818256	
11		CTV696 F238	
12	Lot 1029, D.P.809871	C.T.1029/809871	
13	Lot 11, D.P.810826	C.T.11/810826	
14	Lot 23, D.P.879805	C.T.23/879805	

PLAN No. WSO_DEEDOC_C8

No	Land Lot/DP	Title	Comments
1	Lot 211, D.P.818479	C.T.211/818479	
2 pt	Lot 2, D.P.785845	C.T.2/785845	
4		Not in R.P.A.Title	
6 pt	Lot C, D.P.416811	C.T.C/416811	
8	Lot 61, D.P.777770	C.T.61/777770	OVERLAP
9	Pt D.P.734341		

PLAN No. WSO_DEEDOC_C8 (continued)

No	Land Lot/DP	Title	Comments
12	Lot 18 DP 852840	C.T.18/852840	
17	Pt.D.P.734340	CTV9311 F127	
18	Pt.D.P.777770	CTV6238 F150	
19	Pt.D.P.739435		

PLAN No. WSO_DEEDOC_C9

No	Land Lot/DP	Title	Comments
1	Lot 1, D.P.634220	C.T.1/634220 (CTV15191 F117)	
2	Lot 14 DP 1041877	CT 14/1041877	
3	Lot 12, D.P.17357	C.T.12/17357	
4	Pt Lot 1, D.P.594263	C.T.1/594263 (CTV13628 F58)	

PLAN No. WSO_DEEDOC_C10

No	Land Lot/DP	Title	Comments
3	16/1041877	CT 16/1041877	
4	21/1041877	Conv.No.510 Bk.0	
6	Riparian Rights to Eastern Creek Lot 19 DP 1041877	C.T 19/1041877	
7	Lot 17 DP 1041877	C.T 17/1041877	
8	Lot 18 DP 1041877 Riparian Rights to Eastern Creek	C.T 18/1041877	
9	Lot 13, D.P.1039975 Riparian Rights to Eastern Creek	CT 13/1039975	
10	Lot 2, D.P.255574 Riparian Rights to Eastern Creek	C.T.2/255574 (CTV13588 F112)	
11	Lot 10, D.P.17357	C.T.10/17357	
17	Lot 1,D.P.594263	C.T.1/594263	
18	Lot 20 DP 1041877	20/1041877	

PLAN No. WSO_DEEDOC_D1

No	Land Lot/DP	Title	Comments
1	Lot 14, D.P.1039975	14/1039975	
2	Lot 15, D.P.1039975	15/1039975	
3 pt	5/1042105	CT 5/1042105	
4 pt	Pt. Lot 2, D.P.598154	2/598154	
5		Gov.Gaz. 1-10-1976 F.4319 & 4320 (CTV2223 F85)	

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PLAN No. WSO_DEEDOC_D1 (continued)

No	Land Lot/DP	Title	Comments
6	Lot 2, D.P. 1029672	2/1029672	
7		Gov.Gaz. 1-10-1976 F.4319 & 4320 (CTV2223 F85)	

PLAN No. WSO_DEEDOC_D2

No	Land Lot/DP	Title	Comments
1	Lot 130, D.P.702049	130/702049	
2	Lot 2, D.P.618246	CTV5699 F114	
3	Lot 1, D.P.828612	1/828612	
4	Lot 61, D.P.567703	61/567703 (CTV12457 F244)	
5	Lot 63, D.P.573977	63/573977 (CTV13544 F155)	
6	Lot 1, D.P.580437	1/580437 (CTV13152 F154)	
7	Pt. Lot 102, D.P.773807	102/773807	
8		Gov.Gaz. 1-10-1976 F.4319 & 4320 (CTV2223 F85)	
9	Lot 3, D.P.542748	3/542748 (CTV11366 F15)	

PLAN No. WSO_DEEDOC_D3

No	Land Lot/DP	Title	Comments
1		Gov.Gaz. 1-10-1976 F.4319 & 4320 (CTV2223 F85)	
2	Pt. Lot 21, D.P.564451	21/564451 (CTV12293 F178)	
3	Lot 31, D.P.572907	31/572907 (CTV13133 F26)	
4	Lot 28, D.P.261339	28/261339 (CTV14422 F28)	
5	Lot 110, D.P.618426	110/618426 (CTV14490 F137)	
6	Lot 31, D.P.568766	31/568766	
7	Lot 28, D.P.247223	28/773807	
8		Gov.Gaz. 1-10-1976 F.4319 & 4320 (CTV2223 F85)	
9		Conv.No.267 Bk.103	

PLAN No. WSO_DEEDOC_D4

No	Land Lot/DP	Title	Comments
1	Lot 1, D.P.706102	1/706102	
2	Lot 1, D.P.632635	1/632635 (CTV15210 F237)	

PLAN No. WSO_DEEDOC_D4 (continued)

No	Land Lot/DP	Title	Comments
3	Lot 18, D.P.14579	Pt. Auto Consol 5437-92 (CTV5437 F92)	
4	Lot 19, D.P.14579	Pt. Auto Consol 5431-73 (CTV5431 F73)	
5	Lot 20, D.P.14579	Pt. Auto Consol 5431-73 (CTV5431 F73)	
6	Lot 21, D.P.14579	Pt. Auto Consol 5431-73 (CTV5431 F73)	
7	Lot 22, D.P.14579	Pt. Auto Consol 5431-73 (CTV5431 F73)	
8	Lot 23, D.P.14579	Pt. Auto Consol 4204- 191	
9	Lot 24, D.P.14579	Pt. Auto Consol 4204- 191	
10	Lot 25, D.P.14579	Pt. Auto Consol 4204- 191	
11	Lot 26, D.P.14579	Pt. Auto Consol 4204- 191	
12	Lot 27, D.P.14579	Pt. Auto Consol 4059-95	
13	Lot 28, D.P.14579	Pt. Auto Consol 4059-95	
14	Lot 29, D.P.14579	Pt. Auto Consol 4059-95	
15	Lot 30, D.P.14579	Pt. Auto Consol 4059-95	
16	Lot 31, D.P.14579	Pt. Auto Consol 4059-95	
17	Lot 32, D.P.14579	Pt. Auto Consol 4204- 191	
18	Lot 33, D.P.14579	Pt. Auto Consol 4204- 191	
19	Lot 34, D.P.14579	Pt. Auto Consol 4204- 191	
20	Lot 35, D.P.14579	Pt. Auto Consol 4204- 191	
21	Lot 36, D.P.14579	Pt. Auto Consol 4204- 191	
22	Lot 37, D.P.14579	Pt. Auto Consol 4204- 191	
23	Lot 38, D.P.14579	38/14579 (CTV9852 F5)	
24	Lot 39, D.P.14579	39/14579 (CTV11342 F216)	
25		CTV2013 F143	
26	Lot 1, D.P.706104	1/706104	
27	Lot 1, D.P.706105	1/706105	
28	Lot 1, D.P.706106	1/706106	
29	Lot 1, D.P.631574	1/631574 (CTV15379 F139)	
30	Lot 1, D.P.710396	1/710396	
31	Lot 101, D.P.773894	101/773894	
32	Pt. Lot 2, D.P.707299	2/707299	
33	Lot 17, D.P.14579	Pt. Auto Consol 5437-92 (CTV5437 F92)	

PLAN No. WSO_DEEDOC_D5

No	Land Lot/DP	Title	Comments
1	Pt. Lot 2, D.P.707299	2/707299	
2		CTV2013 F143	
3	Lot 40, D.P.14579	40/14579	
4	Lot 41, D.P.14579	41/14579	
5	Lot 42, D.P.14579	42/14579	
6	Lot 43, D.P.14579	43/14579	
7	Lot 44, D.P.14579	Pt. Auto Consol 15154-85 (CTV15154 F85)	
8	Lot 45, D.P.14579	Pt. Auto Consol 15154-85 (CTV15154 F85)	
9	Lot 46, D.P.14579	Pt. Auto Consol 15154-85 (CTV15154 F85)	
10	Lot 47, D.P.14579	Pt. Auto Consol 15154-85 (CTV15154 F85)	
11		CTV2013 F143	
12	Lot 123, D.P.14579	Pt. Auto Consol 15379-91 (CTV15379 F91)	
13	Lot 124, D.P.14579	Pt. Auto Consol 15379-91 (CTV15379 F91)	
14	Lot 125, D.P.14579	Pt. Auto Consol 15379-91 (CTV15379 F91)	
15	Lot 126, D.P.14579	Pt. Auto Consol 15379-91 (CTV15379 F91)	
16	Lot 127, D.P.14579	Pt. Auto Consol 14195-29 (CTV14195 F29)	
17	Lot 128, D.P.14579	Pt. Auto Consol 14195-29 (CTV14195 F29)	
18	Lot 129, D.P.14579	Pt. Auto Consol 14195-29 (CTV14195 F29)	
19	Lot 111, D.P.562236	111/562236 (CTV12286 F72)	

PLAN No. WSO_DEEDOC_D6

No	Land Lot/DP	Title	Comments
1	Lot 4, D.P.844897	4/844897	
2		Gov.Gaz. 30-9-1884 F.6524	
3	Lot 1, D.P.844897	1/844897	
4	Lot 3 DP 1044136	3/1044136	
5	Lot 3, D.P.844897	3/844897	

PLAN No. WSO_DEEDOC_D7

No	Land Lot/DP	Title	Comments
1	Pt. Lot 10, D.P.19857	10/19857	
2	Lot 104, D.P.839300	11/19857	
3	Lot 105, D.P.839300	Pt. Auto Consol 5900-172	
4	Lot 106, D.P.839300	Pt. Auto Consol 5900-172	
5	Lot 9, D.P.19857	9/19857	
6	Lot 2, D.P.579516	2/579516	

PLAN No. WSO_DEEDOC_D7 (continued)

No	Land Lot/DP	Title	Comments
7	Lot 2, D.P.1012394	2/1012394	
8	Lot 2, D.P.1017766	2/1017766	
9	Lot 7, D.P.246232	7/246232 (CTV12598 F205)	
10	Lot 22, D.P.1007522	22/1007522	

PLAN No. WSO_DEEDOC_D8

No	Land Lot/DP	Title	Comments
1	Lot 5, D.P.246232	5/246232 (CTV12598 F203)	
2	Lot 2, D.P.776040	2/776040	
3	Lot 3, D.P.246232	3/246232 (CTV12598 F201)	
4	Lot 1, D.P.246232	1/246232 (CTV12598 F199)	
5	Lot 2, D.P.569281	2/569281 (CTV12455 F74)	
6	Lot 101 DP 1041840	101/1041840	

PLAN No. WSO_DEEDOC_D9

No	Land Lot/DP	Title	Comments
1	Lot 51, D.P.792657	51/792657	
2	Lot 43, D.P.593593	43/593593 (CTV13581 F146)	
3	Lot 1, D.P.771149	1/771149	

PLAN No. WSO_DEEDOC_D10

No	Land Lot/DP	Title	Comments
1	Lot 2, D.P.571812	2/571812 (CTV12563 F242)	

PLAN No. WSO_DEEDOC_D11

No	Land Lot/DP	Title	Comments
1	Lot 334, D.P.244185	344/244185 (CTV12070 F163)	
2	Pt.Lot 14, D.P.237042	14/237042	
3	Pt.Lot 13, D.P.237042	13/237042	
4		Not in R.P.A. Title	
5		Not in R.P.A. Title	
6		CTV9773 F185	
7 pt	Lot 18, D.P.237042	18/237042 (CTV12599 F42)	
9	Pt.Lot 11, D.P.858790	11/858790	
10	Pt.Lot 12, D.P.858790	12/858790	
11	Lot 61, D.P.839257	61/839257	
12	Lot 71, D.P.832257	71/832257	

PLAN No. WSO_DEEDOC_D11 (continued)

No	Land Lot/DP	Title	Comments
13	Lot 15, D.P.773517	15/773517	
14	Lot 2, D.P 1040597	2/1040597	

PLAN No. WSO_DEEDOC_D12

No	Land Lot/DP	Title	Comments
1	Lot 8, D.P.832137	8/832137	
2	Lot 17, D.P.773517	17/773517	
3		Not in R.P.A. Title	
4	Pt.Lot 5, D.P.231408	Pt.CTV6308 F203	
5	Lot 11, D.P.711912	11/711912	
6	Lot 3, D.P.231408	3/231408 (CTV10452 F137)	
7	Pt.Lot 21, D.P.711911	21/711911	

PLAN No. WSO_DEEDOC_D13

No	Land Lot/DP	Title	Comments
1	Pt.Lot 21, D.P.711911	21/711911	
2 pt	Lot 2, D.P.873953	2/873953	

**WESTERN SYDNEY ORBITAL
CONSTRUCTION SITE SCHEDULE - PART 2**

(Reference to Plan No.'s are Construction Site Drawings in Appendix 2 to the SWTC)

PLAN No. WSO_DEEDOC_A1

No	Land Lot/DP	Title	Comments
1	Pt Lot 21 DP 836059	21/836059	

PLAN No. WSO_DEEDOC_A2

No	Land Lot/DP	Title	Comments
1	108/864675	CT 108/864675	
2 pt	100/864675	CT 100/864675	
3 pt	11/846449	CT 11/846449	
4	2/837972	CT 2/837972	
5	Pt 1/573973	CT Vol 4322 Fol 247	
6	Pt 31/833741	CT 31/833741	
8	Pt 21/833741	CT 21/833741	
12	35/833741	GG 24-9-93 Fol.5999	
13	22/833741	CT 22/833741	
16	3/564044	CT 3/564044	
18	23/833741	CT 23/833741	
22	24/833741	CT 24/833741	
25	25/833741	CT 25/833741	
26	26/833741	CT 26/833741	
33 pt	101/864675	CT 101/864675	
34 pt		Crown Road	
43	Pt 1/5739873	Ct Vol 4322 Fol 247	

PLAN No. WSO_DEEDOC_A3

No	Land Lot/DP	Title	Comments
2	32/833741	CT Vol.1062Fol.67	
3	Pt 2/261721	CT 2/261721	
5	12/868853	CT 12/868853	
7	11/868853	CT 11/868853	
14	10/868853	CT 10/868853	
17	33/833741	CT 33/833741	
18	8/22409	CT 8/22409	
19	10/868853	CT 10/868853	
20	1/261721	CT 1/261721	

PLAN No. WSO_DEEDOC_A12

No	Land Lot/DP	Title	Comments
1	Lot 3 DP 847277	CT 3/847277	

PLAN No. WSO_DEEDOC_D13

No	Land Lot/DP	Title	Comments
2 pt	Lot 2, D.P.873953	2/873953	
3	Lot 3, D.P.873953	3/873953	
4	Lot 11, D.P.872526	11/872526	

PLAN No. WSO_DEEDOC_D15

No	Land Lot/DP	Title	Comments
1	Pt.9/872526	C.T.9/872526	
2	Pt.10/871664	C.T.10/871664	

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WESTERN SYDNEY ORBITAL CONSTRUCTION SITE SCHEDULE - PART 3

(Reference to Plan No.'s are Construction Site Drawings in Appendix 2 to the SWTC)

PLAN No. WSO_DEEDOC_A3

No	Land Lot/DP	Title	Comments
8 pt	52/841782	CT 52/841782	
9 pt	53/841782	CT 53/841782	

PLAN No. WSO_DEEDOC_A4

No	Land Lot/DP	Title	Comments
9	9/1045043	CT9/1045043	
11 pt	Pt 370/752060	Crown Reserve R98131-GG 64 of 18-4-1986 fol.1718	
12 pt	Pt 2/229678	Crown Reserve R98131-GG 64 of 18-4-1986 fol.1718	
14	10/1045043	CT10/1045043	
15	11/1045043	CT11/1045043	

PLAN No. WSO_DEEDOC_A6

No	Land Lot/DP	Title	Comments
3 pt	Pt 2/503989	CT 2/503989	
4 pt	C/389890	CT C/389890	
7 pt	4/1045029	CT4/1045029	
8 pt	5/1045029 Riparian rights to Cabramatta Creek	CT5/1045029	
12	Pt 3/28729	CT 3/28729	
13	Pt 4/28729	CT 4/28729	
14	Pt 5/28729	CT 5/28729	

PLAN No. WSO_DEEDOC_A7

No	Land Lot/DP	Title	Comments
2 pt	3/586710	CT 3/586710	
3 pt	2/586710	CT 2/586710	
4 pt	1/586710	CT 1/586710	
5	Un-notified Reserve	Crown	

PLAN No. WSO_DEEDOC_A9

No	Land Lot/DP	Title	Comments
5 pt	46 and 71/1044841	CT Vol.15500 F.134	
6 pt	47, 49 and 70/1044841	CT Vol.15500 F.134	
7 pt	48, 50, 68 and 69/1044841	CT Vol.15500 F. 134	

PLAN No. WSO_DEEDOC_A9 (continued)

No	Land Lot/DP	Title	Comments
8 pt	67/1044841	CT Vol.1101 Fol.115	
9	66/1044841	66/1044841	

PLAN No. WSO_DEEDOC_A11

No	Land Lot/DP	Title	Comments
3 pt	Lot 26 DP 860893	CT 26/860893	

PLAN No. WSO_DEEDOC_B1

No	Land Lot/DP	Title	Comments
2 pt	Lot 18 DP860893	18/860893	

PLAN No. WSO_DEEDOC_B2

No	Land Lot/DP	Title	Comments
6 pt	Lot 33 DP 1021940	33/1021940	
7	Lot 34 DP 1021940	34/1021940	

PLAN No. WSO_DEEDOC_B3

No	Land Lot/DP	Title	Comments
1 pt	Lot 35 DP 1021940	35/1021940	
2	Lot 37 DP 1021940	37/1021940	
5 pt	Lot 1 DP125658	1/125658	
15	Lot 36 1021940	36/1021940	
16	Lot 40 1021940	40/1021940	

PLAN No. WSO_DEEDOC_B5

No	Land Lot/DP	Title	Comments
13 pt	Lot 11 DP264228	C.T.Vol.7039.fol.205	
14	21/1022008	2/27027	
15	18/1021839	10/621468	
16	19/1021839	13/621469	

PLAN No. WSO_DEEDOC_B6

No	Land Lot/DP	Title	Comments
1 pt	7/1041980	21/1021839	
5 pt	Lot 23 DP 1021839	23/1021839	
11	Lot 24 DP 1021839	24/1021839	
12	Lot 25 DP 1021839	25/1021839	
13	Lot 26 DP 1021839	26/1021839	
14	Lot 27 DP 1021839	27/1021839	
15	Lot 28 DP 1021839	28/1021839	

PLAN No. WSO_DEEDOC_B9

No	Land Lot/DP	Title	Comments
2 pt	Pt Lot 2 DP 1042225	2/1042225	

PLAN No. WSO_DEEDOC_B10

No	Land Lot/DP	Title	Comments
1 pt	Pt Lot A DP367272	A/367272	
2 pt	Pt Lot A DP347962	Auto Consol 5385-118	
3 pt	Pt Lot 1 Dp190500	Auto Consol 5385-118	
4 pt	Pt Lot 1 DP549703	1/549703	

PLAN No. WSO_DEEDOC_B11

No	Land Lot/DP	Title	Comments
3 pt	Pt Lot 26 DP752041	CT.Vol.5395fol.109	
5 pt	1/205151	1/205151	
6 pt	DP 506267	CT.Vol.7085 fol.44	
7 pt	2/1043761	4/229769	
8	Pt 3/1043767	12/1025320	

PLAN No. WSO_DEEDOC_B12

No	Land Lot/DP	Title	Comments
3	Pt 3/1043767	12/1025320	

PLAN No. WSO_DEEDOC_C1

No	Land Lot/DP	Title	Comments
2 pt	Lot 1,D.P.221438	CTV6695 F235	

PLAN No. WSO_DEEDOC_C4

No	Land Lot/DP	Title	Comments
8 pt	Lot 3,D.P.1040263	3/1040263	

PLAN No. WSO_DEEDOC_C5

No	Land Lot/DP	Title	Comments
13 pt	Lot 11,D.P.876065	C.T.11/876065	
15	108/1043436	108/1043436	
16	Lot 31,D.P.701451	C.T.31/701451	
18	Lot 1 DP 1022950	1/1022950	
19	109/1043436	109/1043436	

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PLAN No. WSO_DEEDOC_C8

No	Land Lot/DP	Title	Comments
2 pt	Lot 2, D.P.785845	C.T.2/785845	
3	Lot 4, D.P.785845	C.T.4/785845	
5	Lot 510, D.P.846822	C.T.510/846822	
6 pt	Lot C, D.P.416811	C.T.C/416811	
7	Lot B, D.P.416811	C.T.B/416811	
10	Lot 20, D.P.852840	C.T.20/852840	
11	Lot 19, D.P.852840	C.T.19/852840	
13	Lot 1, D.P.222507	CTV7653 F143	
14	Lot 3, D.P.785845	C.T.3/785845	
15	Lot 3 DP 1043661	C.T 3/1043661	
16	Lot A, D.P.416811	C.T.A/416811	

PLAN No. WSO_DEEDOC_C10

No	Land Lot/DP	Title	Comments
1	25/1041877	C.T.13/17357	
2	33/1041877	CT 33/1041877	
5	Lot 22, D.P.1041877	C.T 22/1041877	
11	Lot 10, D.P.17357	C.T.10/17357	
12	Lot 29 DP 1041877	C.T 29/1041877	
13	Lot 30 DP 1041877	C.T 30/1041877	
14	Lot 31 DP 1041877	C.T 31/1041877	
15	Lot 32 DP 1041877	C:T 32/1041877	
16	24/1041877	CT 24/1041877	
19	Lot 26 DP 1041877	26/1041877	
20	Lot 27 DP 1041877	27/1041877	
21	Lot 28 DP 1041877	28/1041877	
22	23/1041877	CT 23/1041877	

PLAN No. WSO_DEEDOC_D1

No	Land Lot/DP	Title	Comments
3 pt	5/1042105	CT 5/1042105	
4 pt	Pt. Lot 2, D.P.598154	2/598154	
8	Pt.Lot 102, D.P.802385	102/802385	
9	Lot 101, D.P.802385	101/802385	
10	Lot 1, D.P.596896	1/596896	
11	Lot 11, D.P.810440	11/810440	
12	4/1042105	CT 4/1042105	
13	Lot 3, D.P. 1029672	3/1029672	
14	Lot 4, D.P. 1029672	4/1029672	
15	Lot 5, D.P. 1029672	5/1029672	

PLAN No. WSO_DEEDOC_D11

No	Land Lot/DP	Title	Comments
7 pt	Lot 18, D.P.237042	18/237042 (CTV12599 F42)	

PLAN No. WSO_DEEDOC_D11 (continued)

No	Land Lot/DP	Title	Comments
8	6/1042105	CT 6/1042105	

PLAN No. WSO_DEEDOC_D14

No	Land Lot/DP	Title	Comments
1	Lot 11, D.P.1002892	11/1002892	

PLAN No. WSO_DEEDOC_E1

No	Land Lot/DP	Title	Comments
1	Pt Lot 1 DP 206094	1/206094	
2	Pt Lot 22 DP 1017841	22/1017841	
3	Pt Lot 21 DP 1017841	21/1017841	
4	Pt Lot 1 DP 120059	1/120059	

PLAN No. WSO_DEEDOC_E2

No	Land Lot/DP	Title	Comments
1	Lot 126, D.P.252086	126/252086	
2	Lot 125, D.P.252086	125/252086	
3	Lot 124, D.P.252086	124/252086	
4	Lot 123, D.P.252086	123/252086	
5	Lot 402, D.P.252200	402/252200	
6	Lot 401, D.P.252200	401/252200	
7	Lot 400, D.P.252200	400/252200	
8	Lot 2, D.P.580740	2/580740	
9	Lot 1, D.P.580740	1/580740	
10	Lot 352, D.P.250071	352/250071	

PLAN No. WSO_DEEDOC_E3

No	Land Lot/DP	Title	Comments
1	Lot 9 DP 1040233	14/1020810	
2	Lot 10 DP 1040233	13/1020810	
3	Lot 11 DP 1040233	12/1020810	
4	Lot 12 DP 1040233	11/1020810	
5	Lot 13 DP 1040233	10/1020810	
6	Lot 14 DP 1040233	9/1020810	
7	Lot 15 DP 1040233	8/1020810	
8	Lot 16 DP1040233	7/1020810	
9	Lot 540 DP1017143	540/101743	

PLAN No. WSO_DEEDOC_E4

No	Land Lot/DP	Title	Comments
1	Pt Lot 2 DP 1014616	2/1014616	
2	11/1047875	CT 2/1045545	

PLAN No. WSO_DEEDOC_E4 (continued)

No	Land Lot/DP	Title	Comments
3	12/1047875	3/881474	
4	13/1047875	4/881474	
5	14/1047875	10/861198	
6	Lot 13 DP 881474	13/881474	
7	Lot 14 DP 881474	14/881474	
8	Lot 20 DP 861198	20/861198	
9	Lot 15 DP 881474	15/881474	

PLAN No. WSO_DEEDOC_E5

No	Land Lot/DP	Title	Comments
1	Pt Lot 2 DP 1033108	2/1033108	
2	Pt Lot 1 DP 1033108	1/1033108	

PLAN No. WSO_DEEDOC_E6

No	Land Lot/DP	Title	Comments
1	Lot 2 DP 882937	2/882937	

PLAN No. WSO_DEEDOC_E7

No	Land Lot/DP	Title	Comments
1	Pt Lot 20 DP 594358	20/594358	
2	Pt Lot 84 DP 752030	84/752030	
3	Pt Lot 40 DP 606811	40/606811	
4	Pt Lot 1 DP 594822	1/594822	

PLAN NO. WSO_DEEDOC_E8

No	Land Lot/DP	Title	Comments
1	Lot 99 DP866853	99/866853	
2	Lot 5 DP 873505	5/872505	
3	Lot 100 DP856757	100/856757	
4	Lot 3 DP 856755	3/856755	

PLAN No. WSO_DEEDOC_E9

No	Land Lot/DP	Title	Comments
1	Lot 15 DP 1011591	15/1011591	
2	Lot 28 DP 1017189	28/1017189	
3	Lot 30 DP 1017189	30/1017189	
4	Lot 29 DP 1017189	29/1017189	
5	Pt Lot 2 DP 544815	2/544815	
6	Pt Lot 1 Dp 231080	1/231080	
7	Pt Lot 1 DP 1005601	1/2005601	
8	Lot 2 DP 237890	327/2475	
9	Lot 3 DP 237890	326/771200	
10	Pt Lot 325 DP 2475	325/2475	

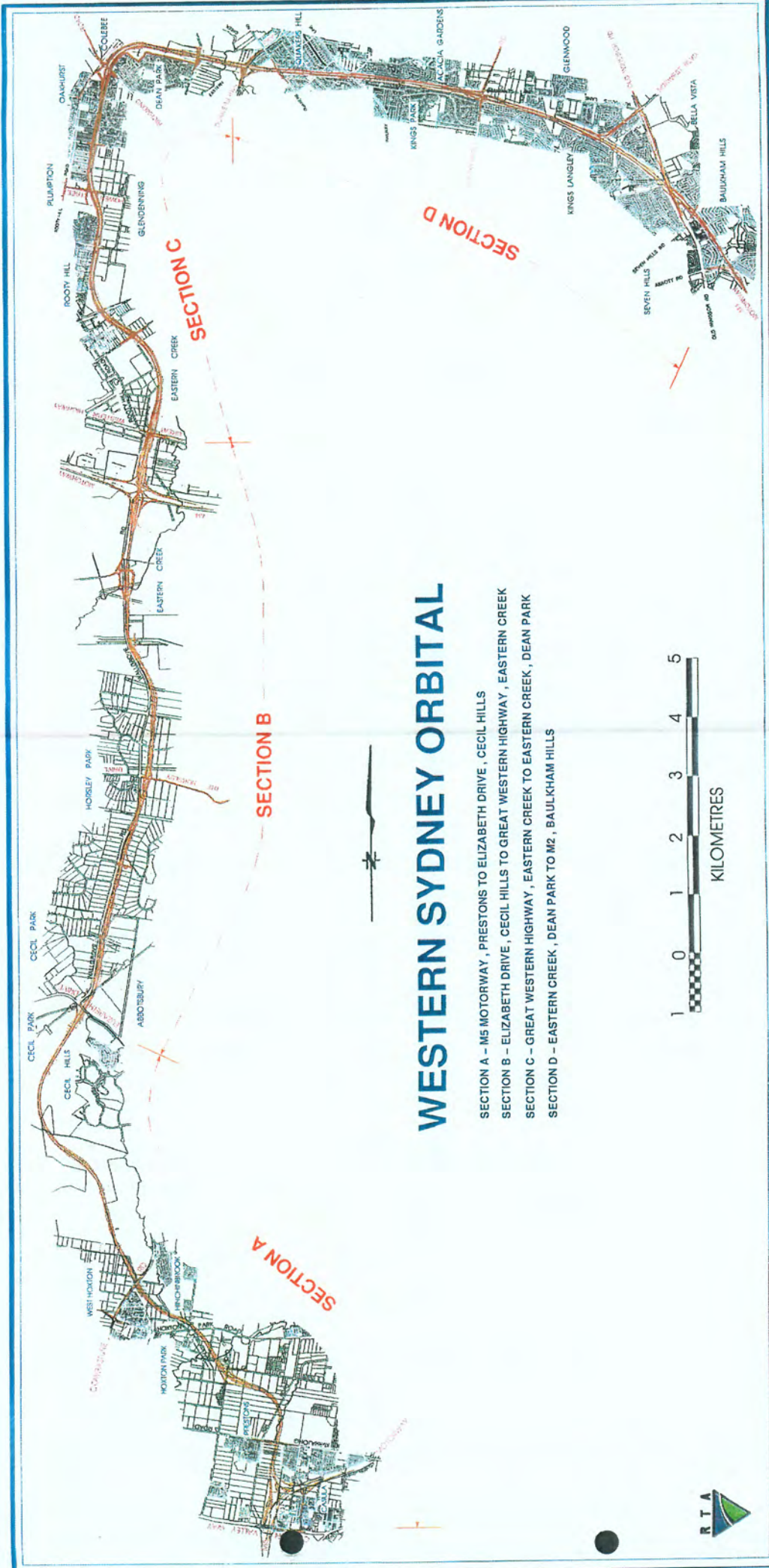
PLAN No. WSO_DEEDOC_E9 (continued)

No	Land Lot/DP	Title	Comments
11	Lot 6 DP 237890	101/813874	
12	Lot 18 DP 237890		
13	Lot 12 DP 1014136	12/1014136	
14	Lot 1 DP 844004	1/844004	
15	Lot 4 DP 1027714	4/1027714	
16	Lot 3 DP 1027714	3/1027714	

PLAN No. WSO_DEEDOC_E10

No	Land Lot/DP	Title	Comments
1	Lot 19, D.P.860893	19/860893	
2	Lot 20, D.P.860893	20/860893	
3	Lot 21, D.P.860893	21/860893	
4	Lot 22, D.P.860893	22/860893	
5	Lot 23, D.P.860893	23/860893	
6	Lot 24, D.P.860893	24/860893	
7	Lot 25, D.P.860893	25/860893	
8	Lot 104, D.P.830109	104/830109	
9	Lot 27, D.P.860893	27/860893	
10	Lot 6, D.P.838683	6/838683	

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WESTERN SYDNEY ORBITAL

- SECTION A - M5 MOTORWAY, PRESTONS TO ELIZABETH DRIVE, CECIL HILLS
- SECTION B - ELIZABETH DRIVE, CECIL HILLS TO GREAT WESTERN HIGHWAY, EASTERN CREEK
- SECTION C - GREAT WESTERN HIGHWAY, EASTERN CREEK TO EASTERN CREEK, DEAN PARK
- SECTION D - EASTERN CREEK, DEAN PARK TO M2, BAULKHAM HILLS



David Nel
25/1/03

WESTERN SYDNEY ORBITAL TOLLWAY PLANS







SECTION A







M5 MOTORWAY, PRESTONS

TO

ELIZABETH DRIVE, CECIL HILLS

SCHEDULE OF OWNERSHIP

-  R.T.A. OWNED LAND
-  R.T.A. LAND FOR TOLLWAY COUNCIL
-  PLANNING nsw
-  PUBLIC ROAD
-  INTEGRAL ENERGY
-  N.S.W. ELECTRICITY TRANSMISSION AUTHORITY

-  N.S.W. LAND & HOUSING
-  SYDNEY CATCHMENT AUTHORITY
-  PRIVATE
-  COMMONWEALTH
-  CROWN
-  CROWN ROAD

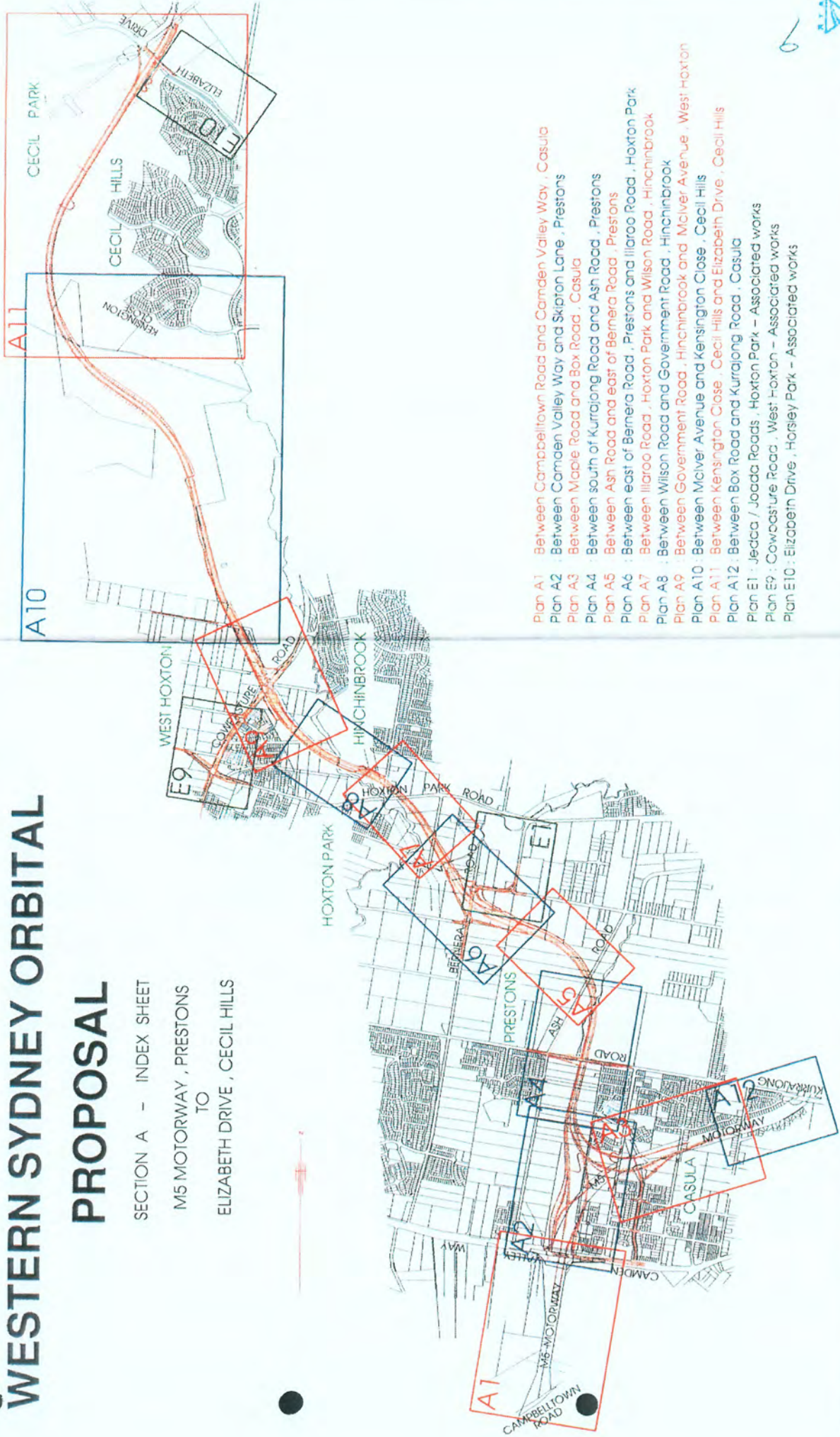


PIMS



WESTERN SYDNEY ORBITAL PROPOSAL

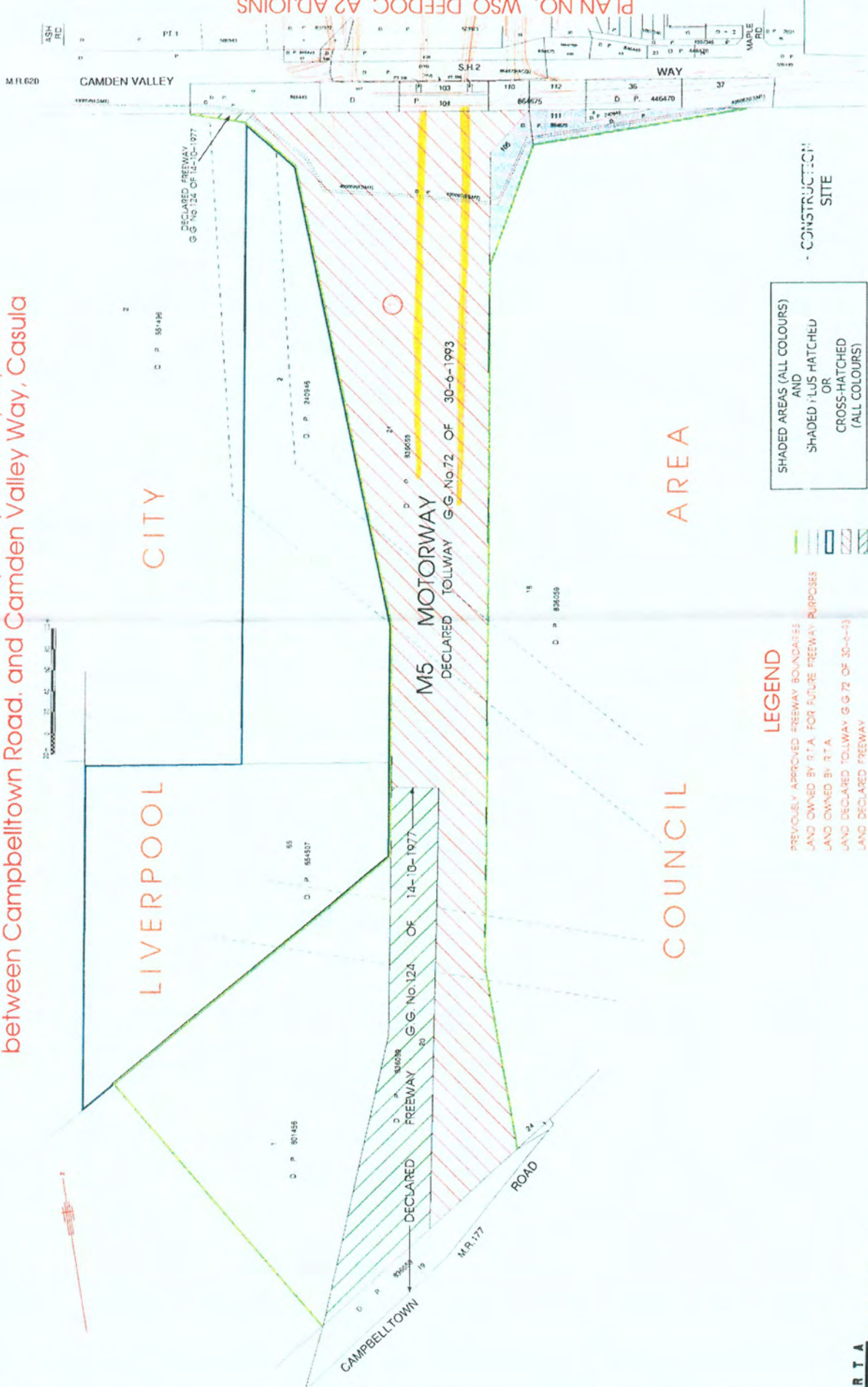
SECTION A - INDEX SHEET
M5 MOTORWAY, PRESTONS
TO
ELIZABETH DRIVE, CECIL HILLS



PLAN

Showing land required for the Western Sydney Orbital proposal between Campbelltown Road, and Camden Valley Way, Casula

SECTION A



PLAN NO. WSO_DEEDOC_A2 ADJOINS

LIVERPOOL CITY

AREA

COUNCIL

LEGEND

- PREVIOUSLY APPROVED FREEWAY BOUNDARIES
- LAND OWNED BY RTA FOR FUTURE FREEWAY PURPOSES
- LAND OWNED BY RTA
- LAND DECLARED TOLLWAY G.G. No. 72 OF 30-6-1993
- LAND DECLARED FREEWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED
- CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE

PLAN No. WSO_DEEDOC_A1



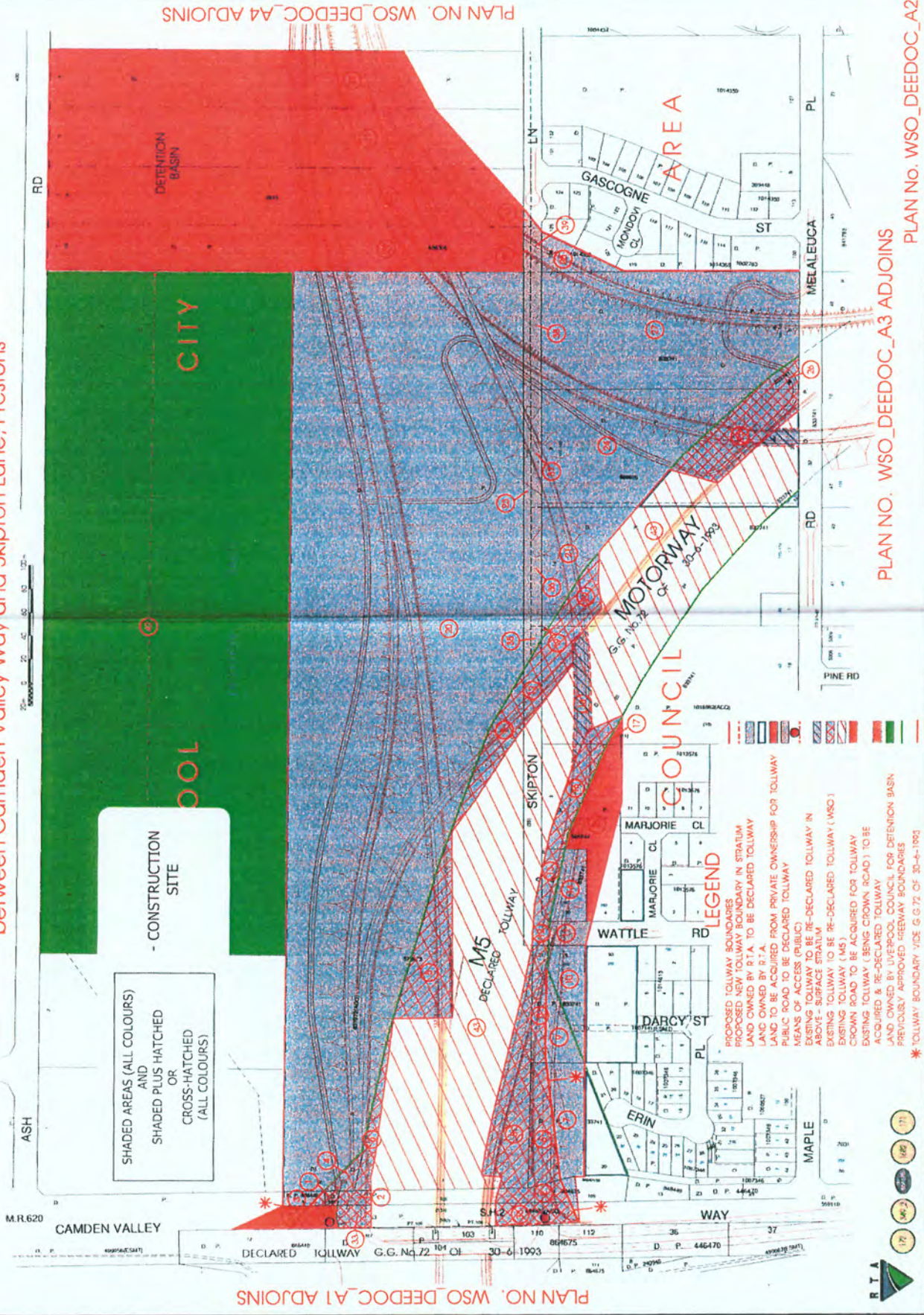
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DATED
22nd January 2003

PLAN

Showing land required for the Western Sydney Orbital proposal
between Camden Valley Way and Skipton Lane, Prestons

SECTION A



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

- LEGEND**
- PROPOSED TOLLWAY BOUNDARIES
 - PROPOSED NEW TOLLWAY BOUNDARY IN STRATUM
 - LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
 - LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
 - PUBLIC ROAD TO BE DECLARED TOLLWAY
 - MEANS OF ACCESS (PUBLIC)
 - EXISTING TOLLWAY TO BE RE-DECLARED TOLLWAY IN ABOVE - SURFACE STRATUM
 - EXISTING TOLLWAY TO BE RE-DECLARED TOLLWAY (W.S.O.)
 - EXISTING TOLLWAY (M5)
 - EXISTING TOLLWAY (BEING CROWN ROAD) TO BE ACQUIRED FOR TOLLWAY
 - EXISTING TOLLWAY (M5)
 - LAND OWNED BY LIVERPOOL COUNCIL FOR DETENTION BASIN PREVIOUSLY APPROVED GREYWAY BOUNDARIES
 - * TOLLWAY BOUNDARY - V.O.E. G.G. 72 OF 30-4-1993

PLAN NO. WSO_DEEDOC_A4 ADJOINS

PLAN NO. WSO_DEEDOC_A1 ADJOINS

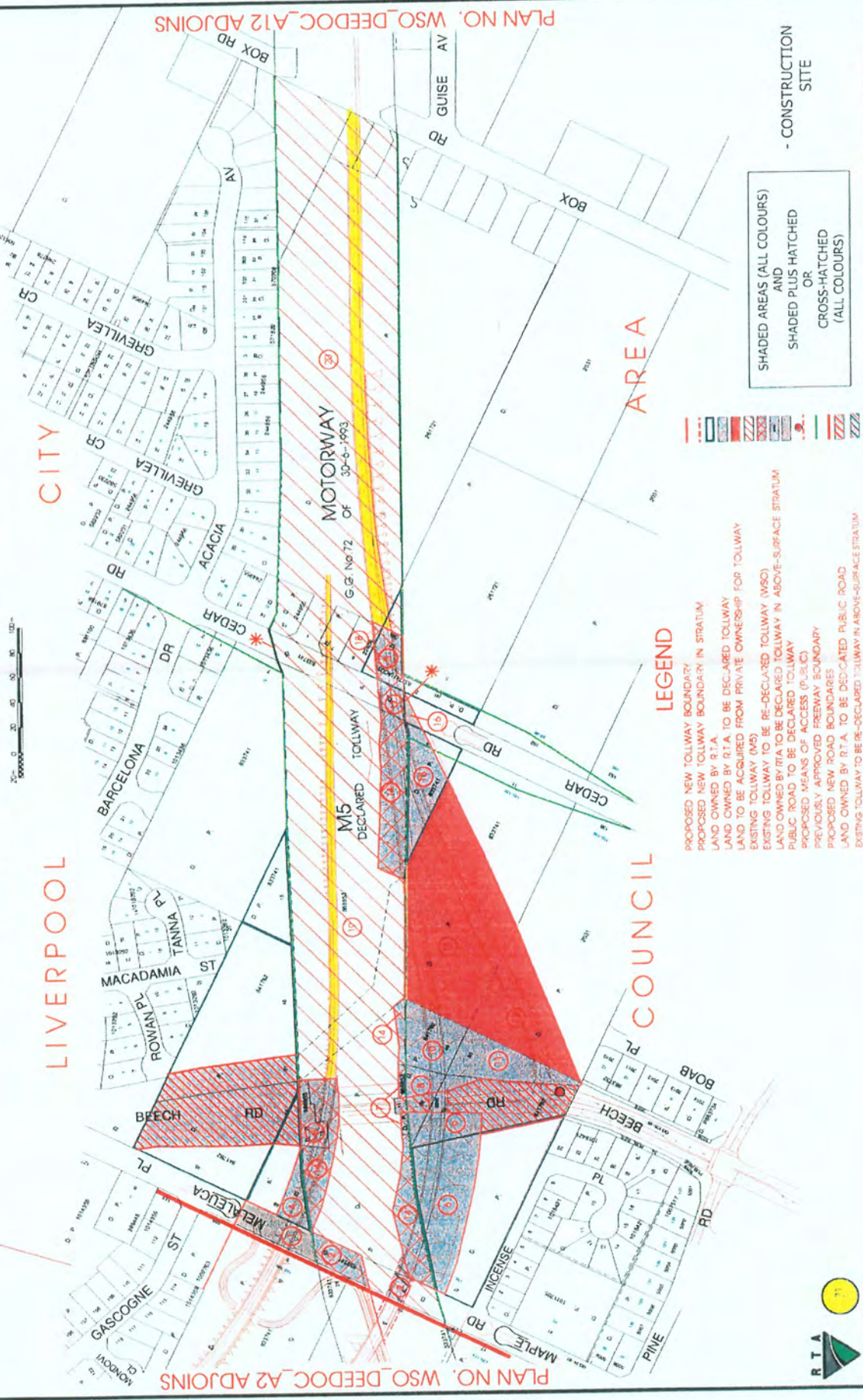
PLAN NO. WSO_DEEDOC_A3 ADJOINS

PLAN No. WSO_DEEDOC_A2



PLAN Showing land required for the Western Sydney Orbital proposal between Maple Rd and Box Rd, Casula

DATED
22nd January 2003



PLAN NO. WSO_DEEDOC_A12 ADJOINS

PLAN NO. WSO_DEEDOC_A2 ADJOINS

LIVERPOOL

COUNCIL

CITY

AREA



- LEGEND**
- PROPOSED NEW TOLLWAY BOUNDARY
 - PROPOSED NEW TOLLWAY BOUNDARY IN STRATUM
 - LAND OWNED BY R.T.A.
 - LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
 - EXISTING TOLLWAY (M5)
 - EXISTING TOLLWAY TO BE RE-DECLARED TOLLWAY (WSO)
 - LAND OWNED BY RTA TO BE DECLARED TOLLWAY IN ABOVE-SURFACE STRATUM
 - PUBLIC ROAD TO BE DECLARED TOLLWAY
 - PROPOSED MEANS OF ACCESS (PUBLIC)
 - PREVIOUSLY APPROVED FREEWAY BOUNDARY
 - PROPOSED NEW ROAD BOUNDARIES
 - LAND OWNED BY R.T.A. TO BE DEDICATED PUBLIC ROAD
 - EXISTING TOLLWAY TO BE RE-DECLARED TOLLWAY IN ABOVE-SURFACE STRATUM
 - * TOLLWAY BOUNDARY VIDE G/6-72 OF 30-6-1993



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



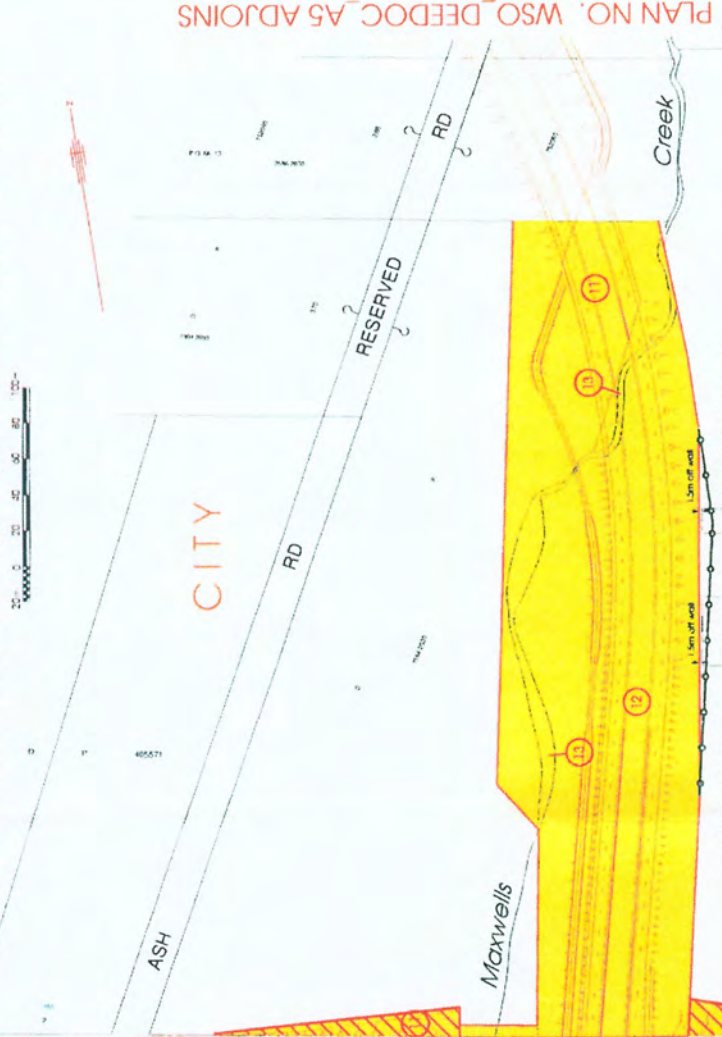
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SECTION A

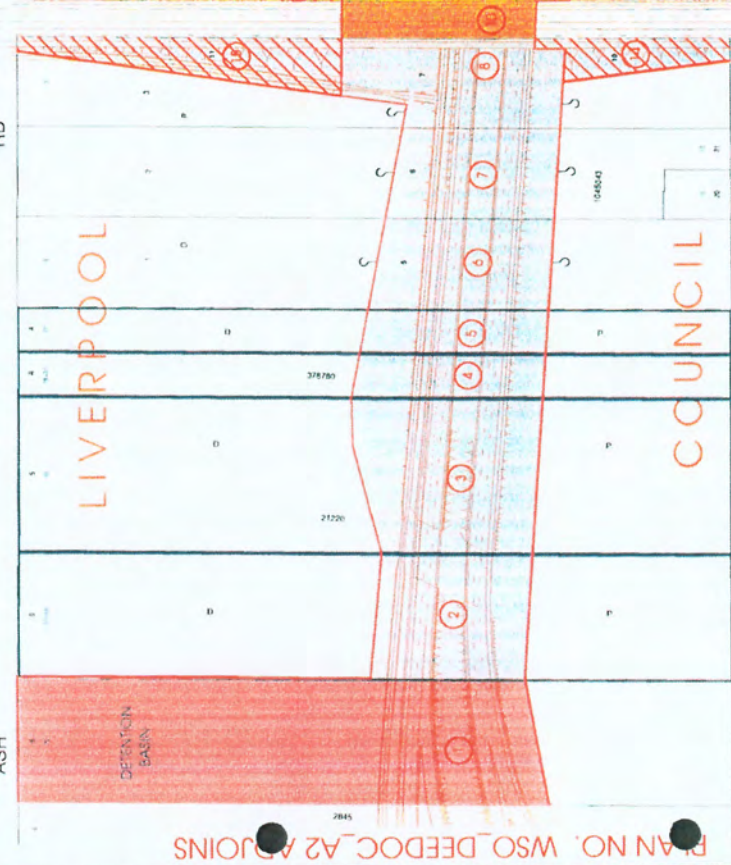
PLAN

Showing land required for the Western Sydney Orbital proposal between south of Kurrajong Rd and Ash Rd, Prestons



PLAN NO. WSO_DEEDOC_A5 ADJOINS

Lot No.	Area (sqm)	Owner
1	1000	DAI MENY DR
2	1000	DAI MENY DR
3	1000	DAI MENY DR
4	1000	DAI MENY DR
5	1000	DAI MENY DR
6	1000	DAI MENY DR
7	1000	DAI MENY DR
8	1000	DAI MENY DR
9	1000	DAI MENY DR
10	1000	DAI MENY DR
11	1000	DAI MENY DR
12	1000	DAI MENY DR
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93	1000	DAI MENY DR
94	1000	DAI MENY DR
95	1000	DAI MENY DR
96	1000	DAI MENY DR
97	1000	DAI MENY DR
98	1000	DAI MENY DR
99	1000	DAI MENY DR
100	1000	DAI MENY DR



PLAN NO. WSO_DEEDOC_A2 ADJOINS

SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)

AREA

- CONSTRUCTION SITE

LEGEND

- PROPOSED TOLLWAY BOUNDARIES
- BOUNDARY SUPERSEDED TO AVOID BUILDINGS
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA TO BE DEDICATED PUBLIC ROAD
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- ROAD TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM CROWN FOR TOLLWAY
- LAND TO BE ACQUIRED FROM CROWN FOR PUBLIC ROAD

PLAN No. WSO_DEEDOC_A4

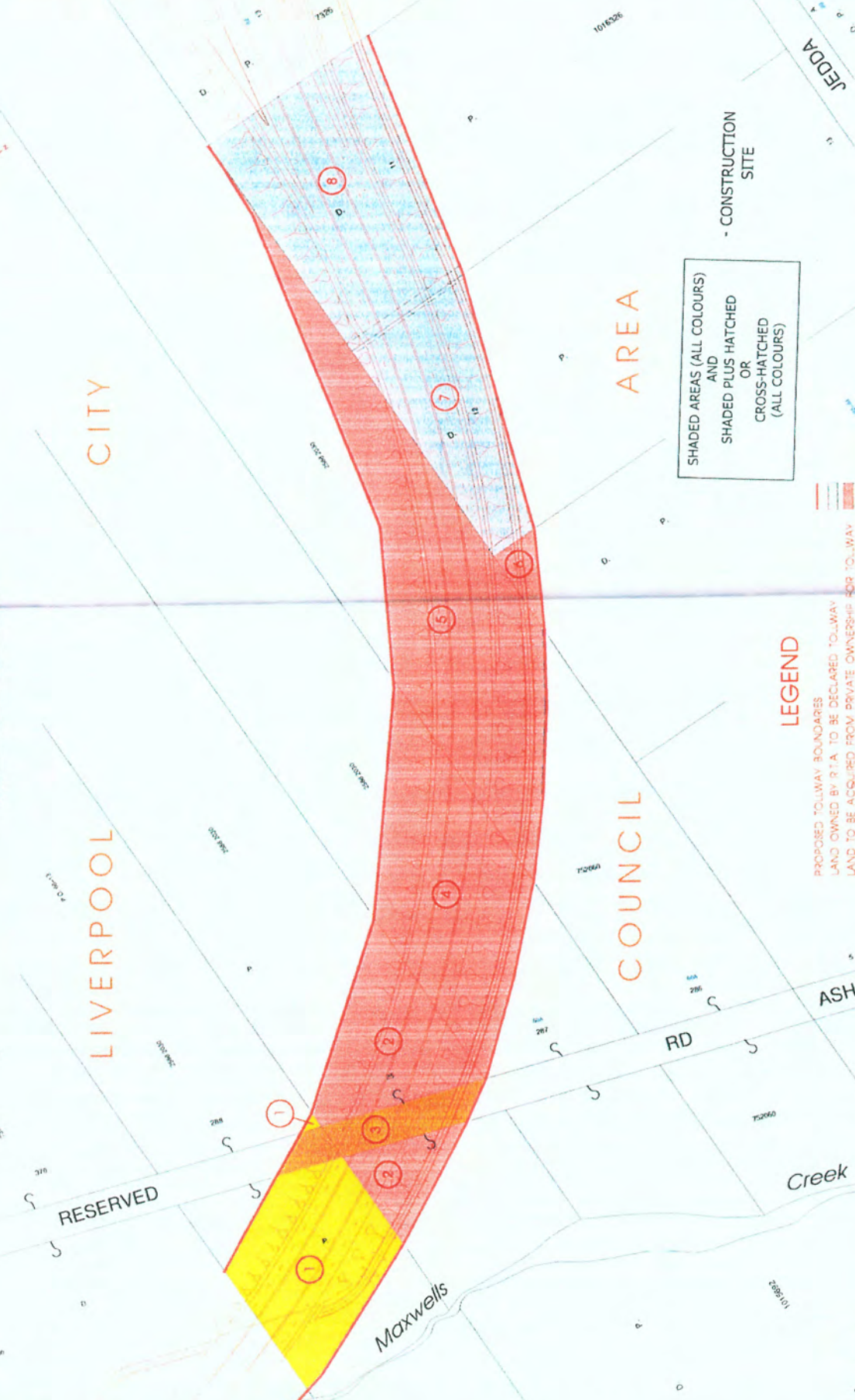
SECTION A

PLAN

Showing land required for the Western Sydney Orbital proposal between Ash Rd. and east of Beirnera Rd. Prestons



PLAN NO. WSO_DEEDOC_A6 ADJOINS



LIVERPOOL CITY

AREA

COUNCIL

SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



LEGEND

PROPOSED TOLLWAY BOUNDARIES
LAND OWNED BY RTA TO BE DECLARED TOLLWAY
LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
LAND TO BE ACQUIRED FROM CROWN FOR TOLLWAY
CROWN ROAD TO BE DECLARED TOLLWAY



882

PLAN NO. WSO_DEEDOC_A4 ADJOINS

PLAN No. WSO_DEEDOC_A5



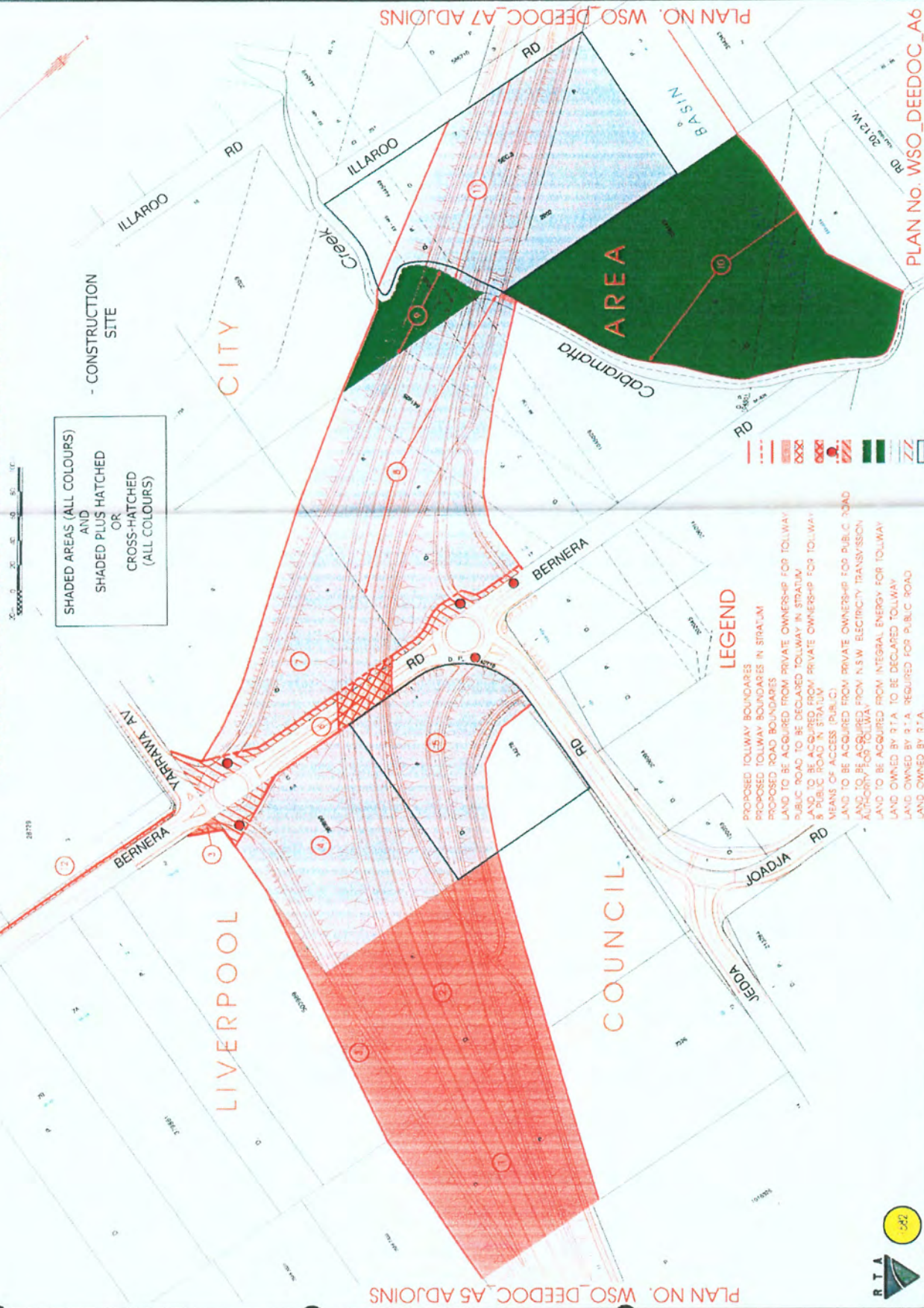
PIMS

DATE: 24/10/2002
3 1/2" x 11" (91.4 x 279.4)

SECTION A

PLAN

Showing land required for the Western Sydney Orbital proposal between east of Bernera Rd, Prestons and Illaroo Rd, Hoxton Park



SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)

- CONSTRUCTION SITE

LEGEND

- PROPOSED TOLLWAY BOUNDARIES
- PROPOSED ROAD BOUNDARIES IN STRATUM
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY & PUBLIC ROAD IN STRATUM
- MEANS OF ACCESS (PUBLIC)
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
- LAND TO BE ACQUIRED FROM N.S.W. ELECTRICITY TRANSMISSION AUTHORITY FOR TOLLWAY
- LAND TO BE ACQUIRED FROM INTEGRAL ENERGY FOR TOLLWAY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA REQUIRED FOR PUBLIC ROAD
- LAND OWNED BY RTA

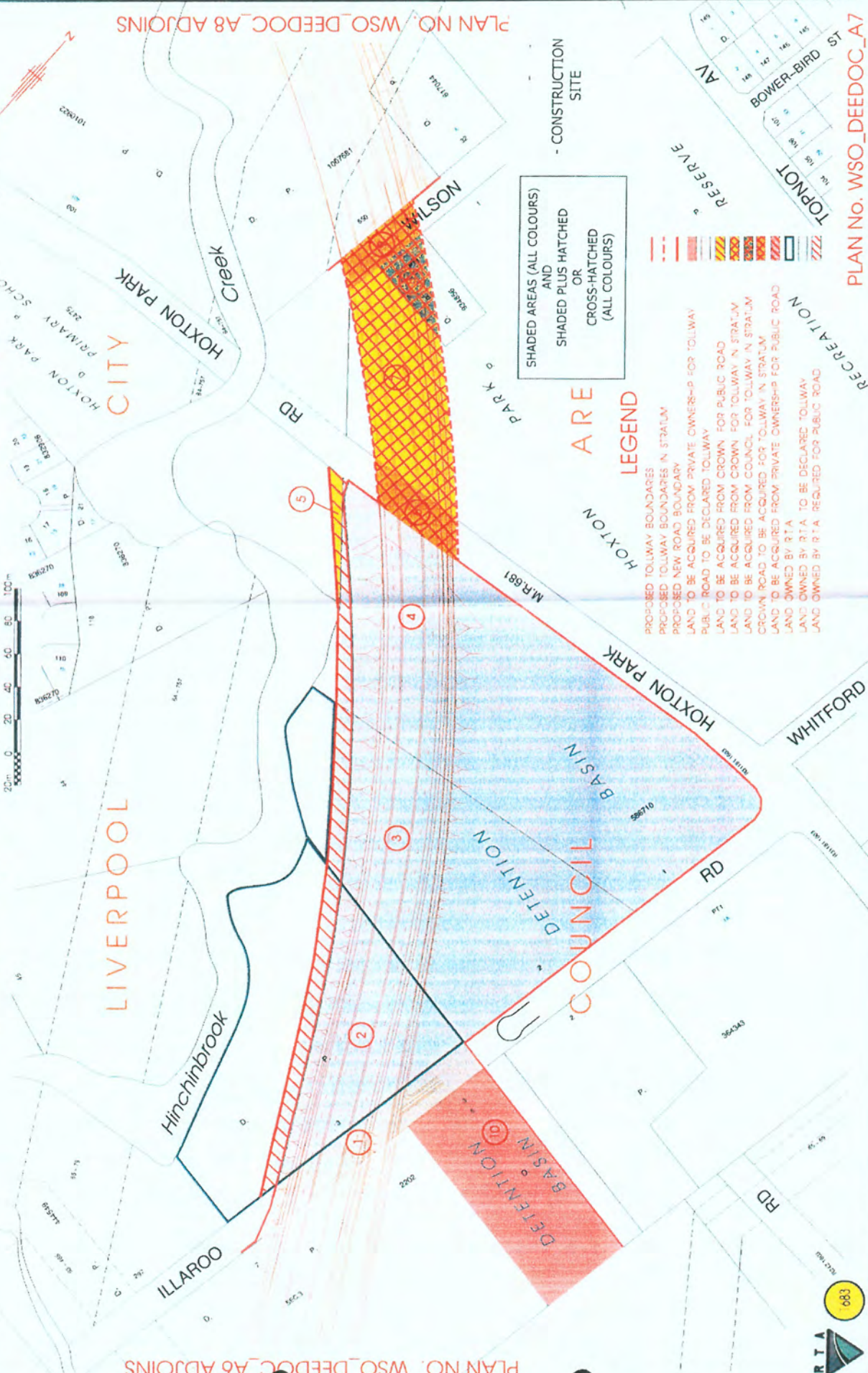


DATED
20th October 2002

PLAN

Showing land required for the Western Sydney Orbital proposal
between Illaroo Rd, Hoxton Park and Wilson Rd, Hinchinbrook

SECTION A



PLAN NO. WSO_DEEDOC_A8 ADJOINS

PLAN NO. WSO_DEEDOC_A6 ADJOINS

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

ARE LEGEND

- PROPOSED TOLLWAY BOUNDARIES
- PROPOSED TOLLWAY BOUNDARIES IN STRATUM
- PROPOSED NEW ROAD BOUNDARY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERS-P FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM CROWN FOR PUBLIC ROAD
- LAND TO BE ACQUIRED FROM CROWN FOR TOLLWAY IN STRATUM
- LAND TO BE ACQUIRED FROM COUNCIL FOR TOLLWAY IN STRATUM
- CROWN ROAD TO BE ACQUIRED FOR TOLLWAY IN STRATUM
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
- LAND OWNED BY RTA
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA REQUIRED FOR PUBLIC ROAD

PLAN No. WSO_DEEDOC_A7

RECREATION



PIMS

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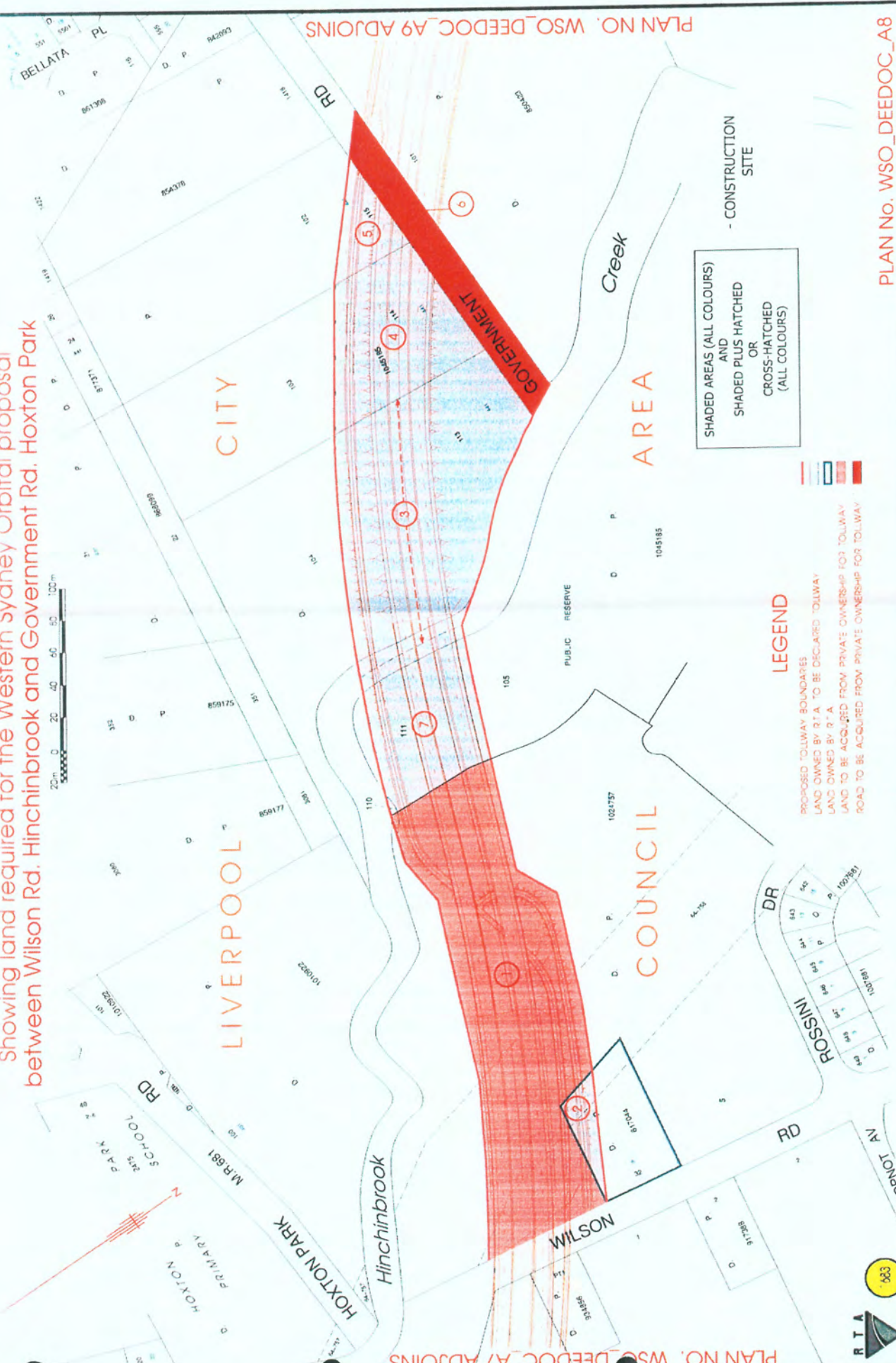
PART IMAGE wso_deedoc_a7 dc DATE 22-OCT-2002

PLAN

Showing land required for the Western Sydney Orbital proposal between Wilson Rd, Hinchinbrook and Government Rd, Hoxton Park

SECTION A

DATED 13th October 2002



SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)

LEGEND

- PROPOSED TOLLWAY BOUNDARIES
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY P.A.
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- ROAD TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY

- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_A8

PLAN NO. WSO_DEEDOC A7 ADJOINS

PLAN NO. WSO_DEEDOC_A9 ADJOINS

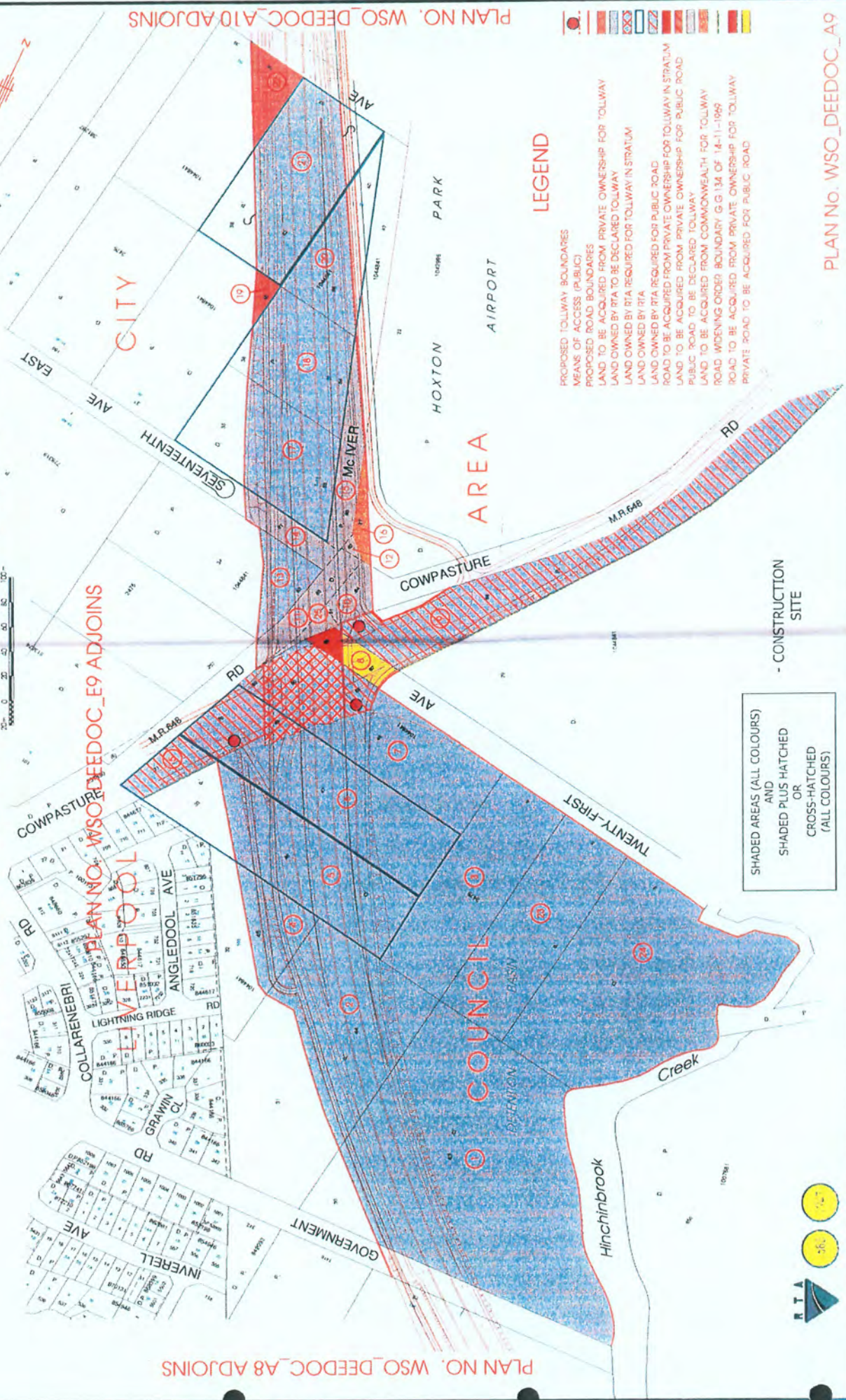


DATED
22-1-2003

PLAN

Showing land required for the Western Sydney Orbital proposal
between Government Rd, Hoxton Park and McIver Ave, West Hoxton

SECTION A



PLAN NO. WSO_DEEDOC_A8 ADJOINS

PLAN NO. WSO_DEEDOC_A9 ADJOINS

PLAN NO. WSO_DEEDOC_E9 ADJOINS

LEGEND

- PROPOSED TOLLWAY BOUNDARIES
- MEANS OF ACCESS (PUBLIC)
- PROPOSED ROAD BOUNDARIES
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA
- LAND OWNED BY RTA REQUIRED FOR TOLLWAY IN STRATUM
- ROAD TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY IN STRATUM
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM COMMONWEALTH FOR TOLLWAY
- ROAD WIDENING ORDER BOUNDARY G.G.134 OF 14-11-1999
- ROAD TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- PRIVATE ROAD TO BE ACQUIRED FOR PUBLIC ROAD

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_A9

SECTION A

PLAN

Showing land required for the Western Sydney Orbital proposal between McIver Ave. and Kensington Cl. Cecil Park

PLAN NO. WSO_DEEDOC_A11 ADJOINS

LIVERPOOL

CITY

AREA

COUNCIL

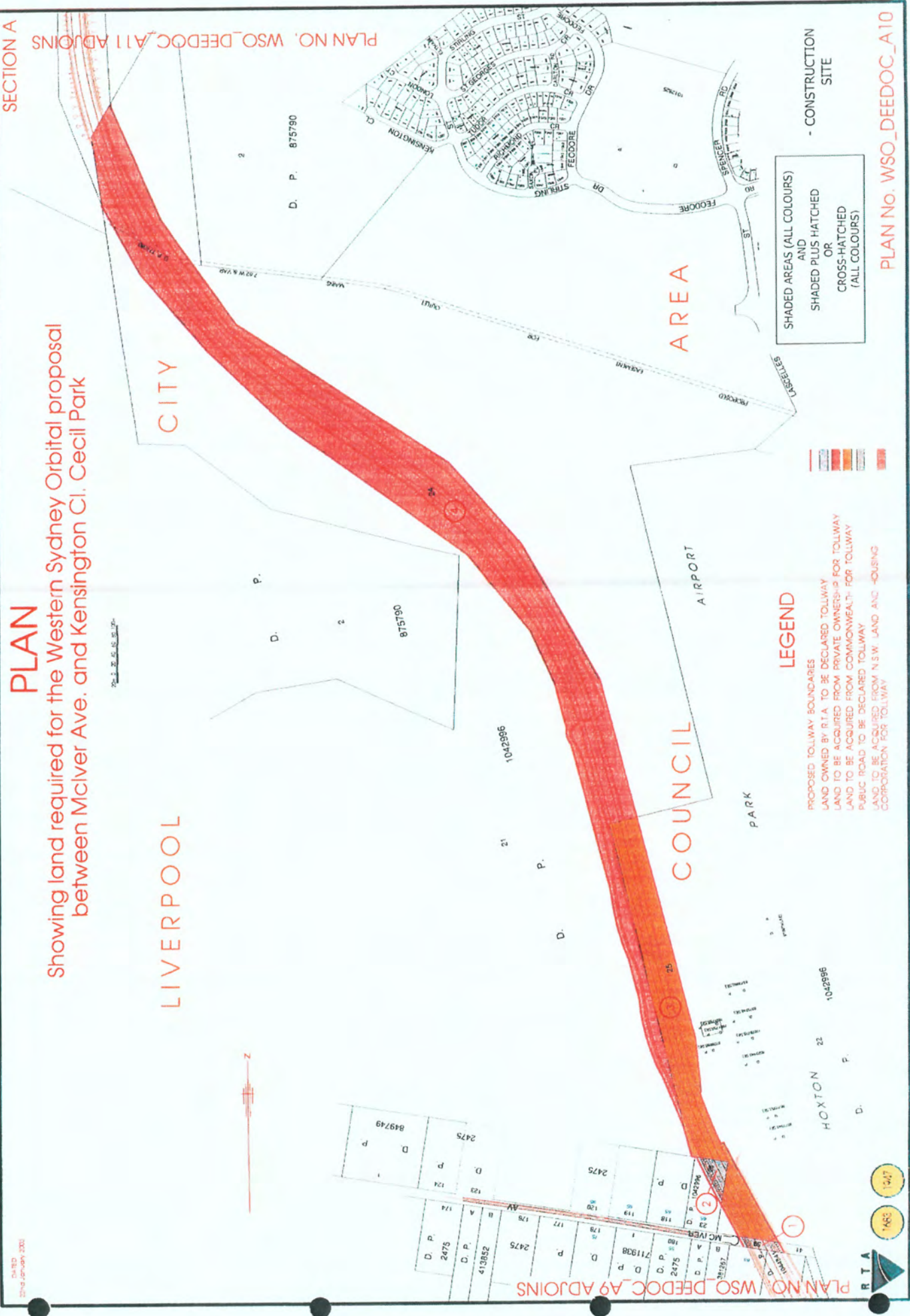
AIRPORT

PARK

LEGEND

- PROPOSED TOLLWAY BOUNDARIES
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- LAND TO BE ACQUIRED FROM COMMONWEALTH FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM N.S.W. LAND AND HOUSING CORPORATION FOR TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



DA 102
22nd January 2003

PLAN NO. WSO_DEEDOC_A9 ADJOINS



1:650

1:247

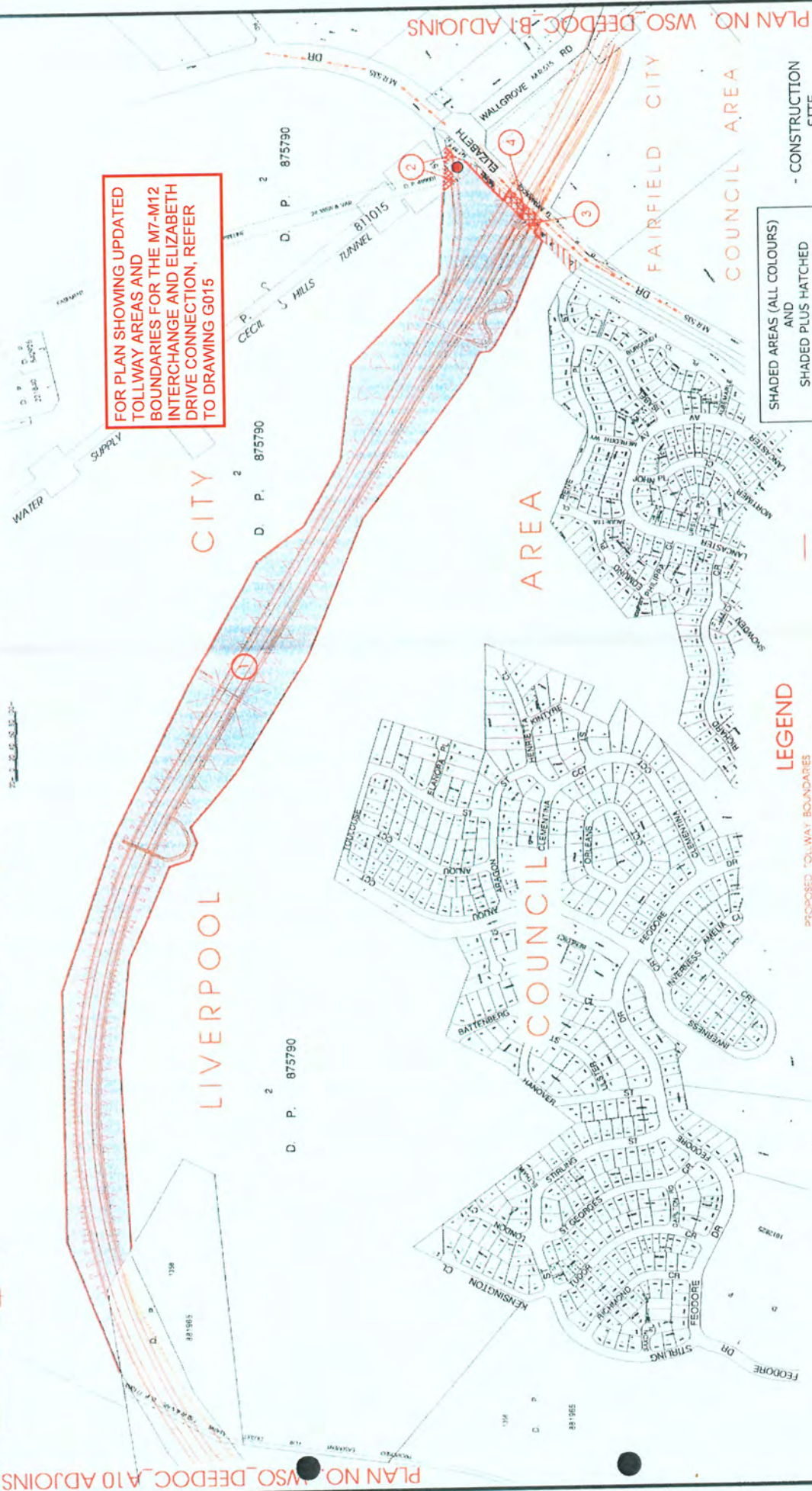
RTA

PLAN No. WSO_DEEDOC_A10

PLAN

Showing land required for the Western Sydney Orbital proposal between Kensington Cl. and Elizabeth Dr. Cecil Park

SECTION A



FOR PLAN SHOWING UPDATED TOLLWAY AREAS AND BOUNDARIES FOR THE M7-M12 INTERCHANGE AND ELIZABETH DRIVE CONNECTION, REFER TO DRAWING G015

SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)

- LEGEND**
- PROPOSED TOLLWAY BOUNDARIES
 - PROPOSED TOLLWAY BOUNDARIES IN STRATUM
 - LAND OWNED BY RTA TO BE DECLARED TOLLWAY
 - LAND OWNED BY RTA TO BE DECLARED TOLLWAY IN STRATUM
 - LAND OWNED BY RTA TO BE DEDICATED PUBLIC ROAD
 - LAND TO BE ACQUIRED FROM SYDNEY CATCHMENT AUTHORITY IN STRATUM
 - MEANS OF ACCESS (PUBLIC)
 - PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM

PLAN No. WSO_DEEDOC_A11

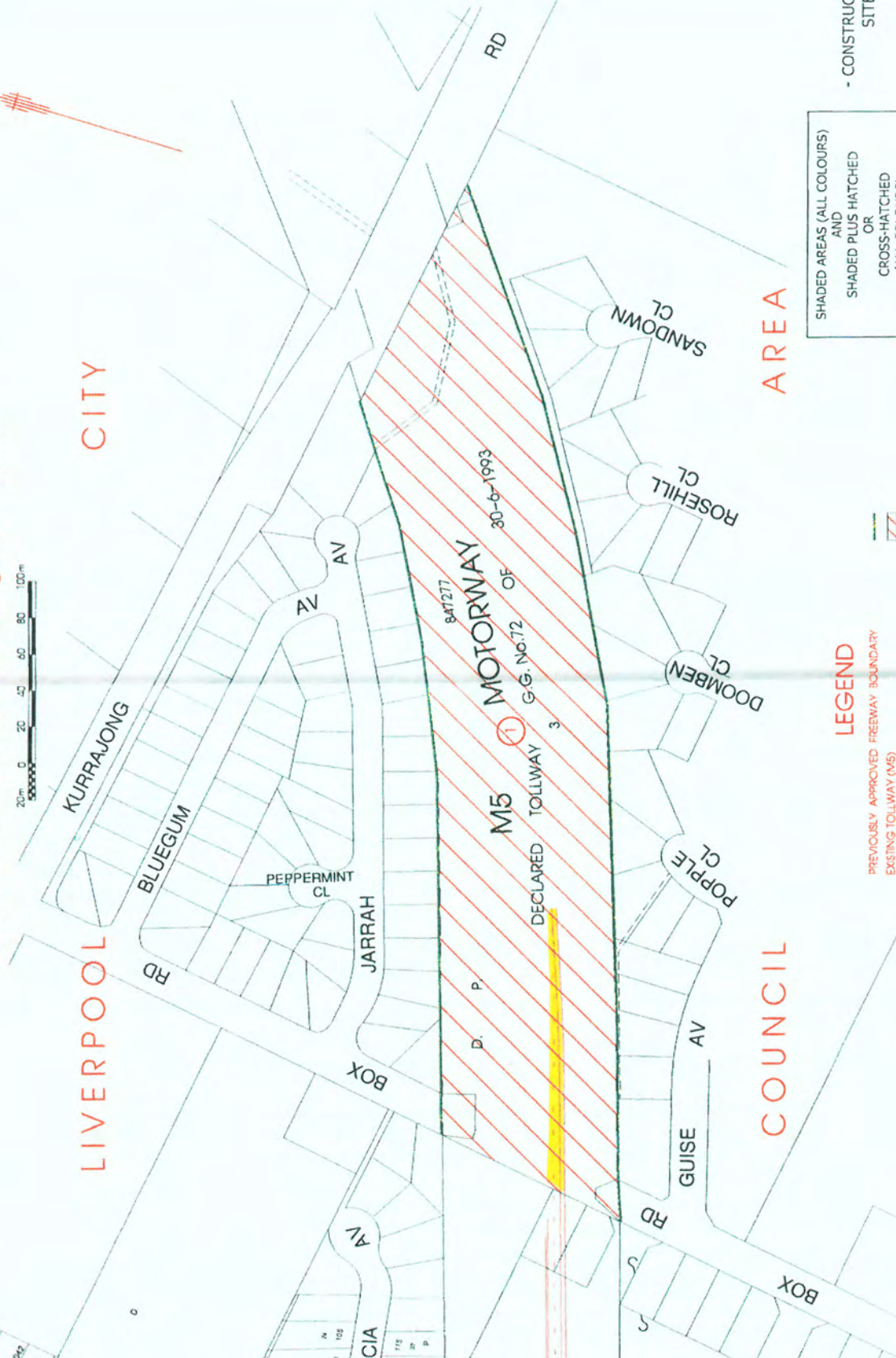


DATED
22nd January 2003

PLAN

Showing land required for the Western Sydney Orbital proposal
between Box Rd and Kurrajong Rd, Casula

SECTION A



2	2001/1	
3	2001/2	
4	2001/3	
5	2001/4	
6	2001/5	
7	2001/6	
8	2001/7	
9	2001/8	
10	2001/9	
11	2001/10	
12	2001/11	
13	2001/12	
14	2001/13	
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91	2001/90	
92	2001/91	
93	2001/92	
94	2001/93	
95	2001/94	
96	2001/95	
97	2001/96	
98	2001/97	
99	2001/98	
100	2001/99	
101	2001/100	

PLAN NO. WSO_DEEDOC_A3 ADJOINS

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

LEGEND

PREVIOUSLY APPROVED FREEWAY BOUNDARY

EXISTING TOLLWAY (M5)



PLAN No. WSO_DEEDOC_A12

WESTERN SYDNEY ORBITAL TOLLWAY PLANS

SECTION B

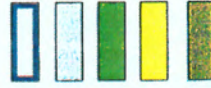
ELIZABETH DRIVE , CECIL HILLS

TO

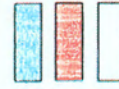
GREAT WESTERN HWY - EASTERN CREEK

SCHEDULE OF OWNERSHIP

R.T.A. OWNED LAND
R.T.A. LAND FOR TOLLWAY
COUNCIL
PLANNING nsw
WASTE RECYCLING & PROCESSING OF N.S.W.

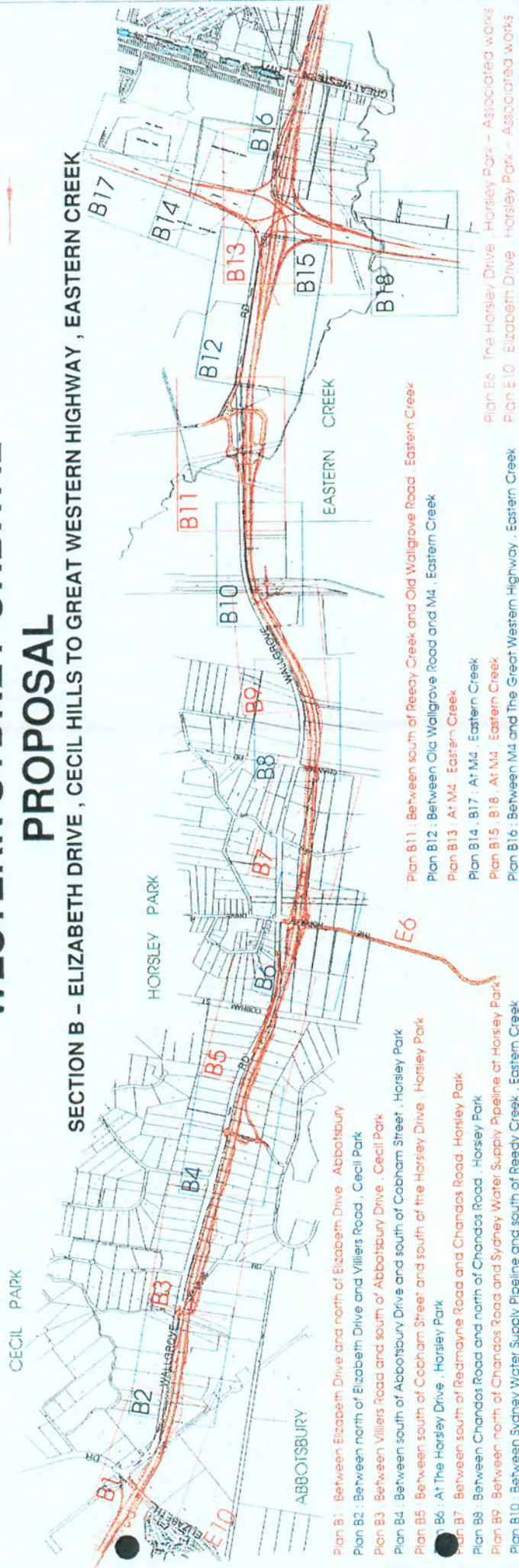


SYDNEY CATCHMENT AUTHORITY
PRIVATE
PUBLIC ROAD



WESTERN SYDNEY ORBITAL PROPOSAL

SECTION B - ELIZABETH DRIVE, CECIL HILLS TO GREAT WESTERN HIGHWAY, EASTERN CREEK



- Plan B1 : Between Elizabeth Drive and north of Elizabeth Drive . Abbotsbury
- Plan B2 : Between north of Elizabeth Drive and Villiers Road . Cecil Park
- Plan B3 : Between Villiers Road and south of Abbotsbury Drive . Cecil Park
- Plan B4 : Between south of Abbotsbury Drive and south of Cobham Street . Horsley Park
- Plan B5 : Between south of Cobham Street and south of the Horsley Drive . Horsley Park
- Plan B6 : At The Horsley Drive . Horsley Park
- Plan B7 : Between south of Readmayne Road and Chandas Road . Horsley Park
- Plan B8 : Between Chandas Road and north of Chandas Road . Horsley Park
- Plan B9 : Between north of Chandas Road and Sydney Water Supply Pipeline at Horsley Park
- Plan B10 : Between Sydney Water Supply Pipeline and south of Reedy Creek . Eastern Creek

- Plan B11 : Between south of Reedy Creek and Old Wallgrove Road . Eastern Creek
- Plan B12 : Between Old Wallgrove Road and M4 . Eastern Creek
- Plan B13 : At M4 . Eastern Creek
- Plan B14 , B17 : At M4 . Eastern Creek
- Plan B15 , B18 : At M4 . Eastern Creek
- Plan B16 : Between M4 and The Great Western Highway . Eastern Creek

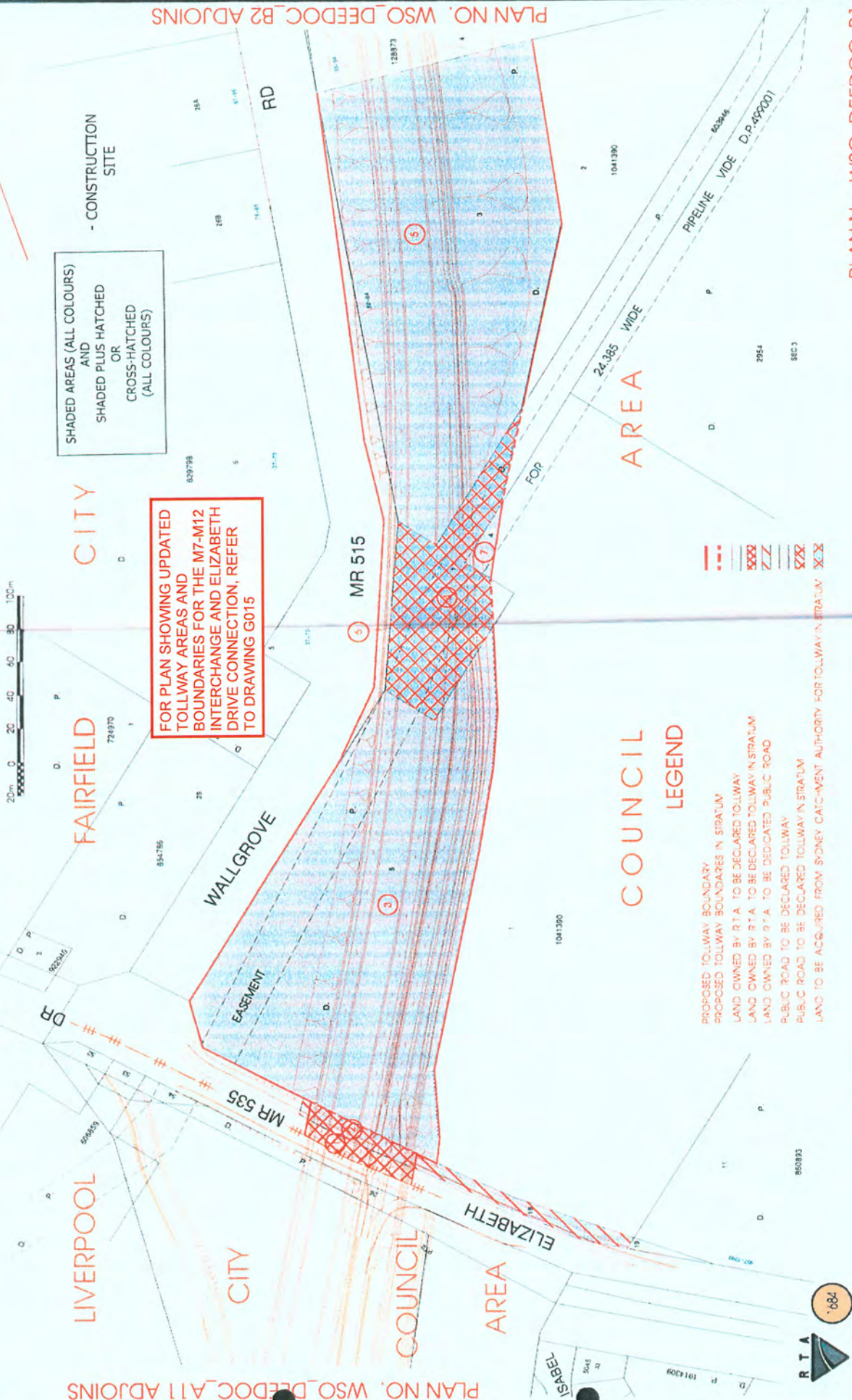
- Plan E6 : The Horsley Drive . Horsley Park - Associated works
- Plan E10 : Elizabeth Drive . Horsley Park - Associated works

DATED
18th October 2022

PLAN

Showing land required for the Western Sydney Orbital proposal between Elizabeth Drive and north of Elizabeth Drive, Abbotsbury

SECTION B



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

FOR PLAN SHOWING UPDATED
TOLLWAY AREAS AND
BOUNDARIES FOR THE M7-M12
INTERCHANGE AND ELIZABETH
DRIVE CONNECTION, REFER
TO DRAWING G015

COUNCIL LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED TOLLWAY BOUNDARIES IN STRATUM
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY IN STRATUM
- LAND OWNED BY RTA TO BE DEDICATED PUBLIC ROAD
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM
- LAND TO BE ACQUIRED FROM SYDNEY CATCHMENT AUTHORITY FOR TOLLWAY IN STRATUM

PLAN NO. WSO_DEEDOC_A11 ADJOINS

PLAN NO. WSO_DEEDOC_B2 ADJOINS



889

PLAN No. WSO_DEEDOC_B1



DATED
22nd January 2003

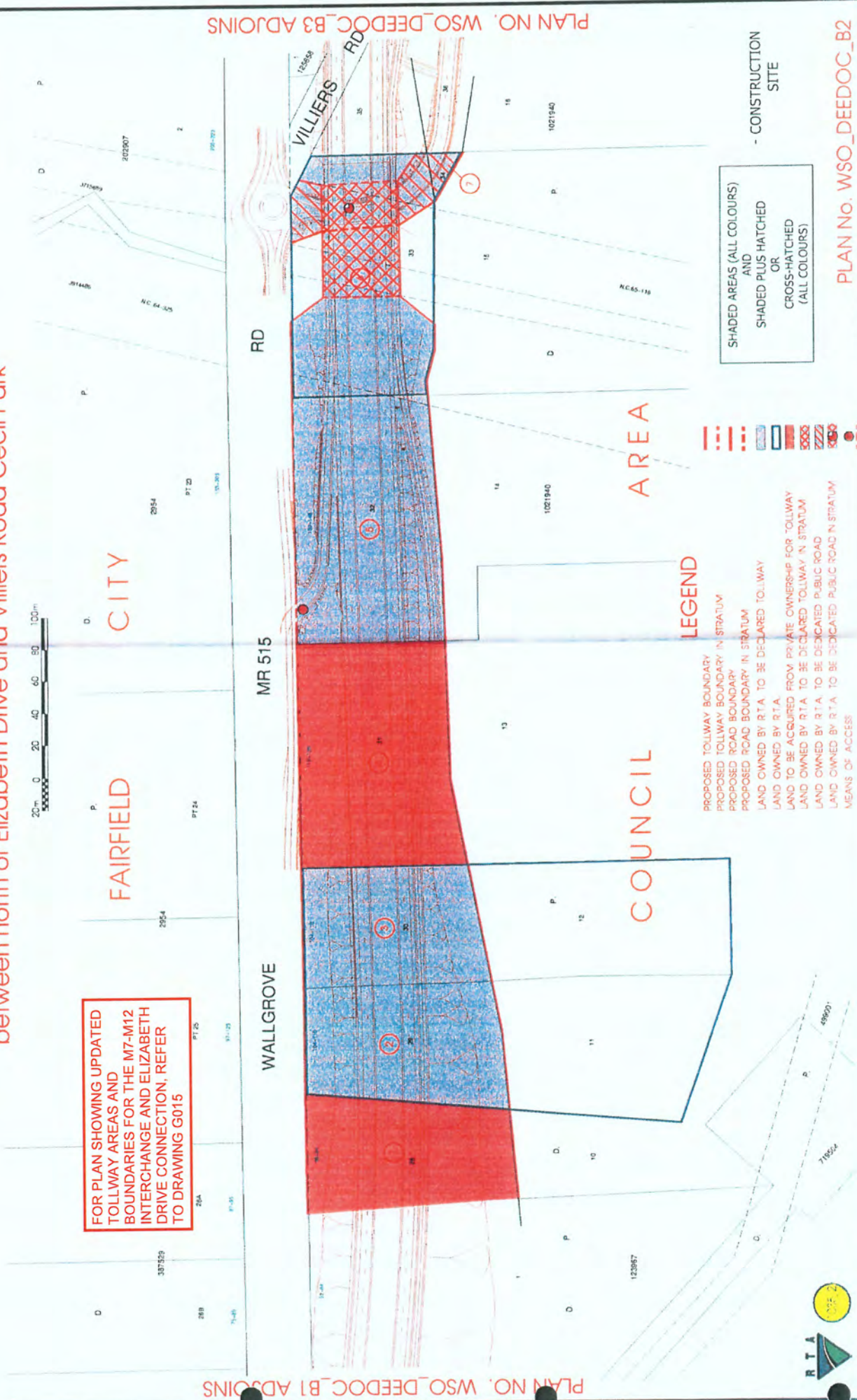
PLAN

Showing land required for the Western Sydney Orbital proposal between north of Elizabeth Drive and Villiers Road Cecil Park

SECTION B



FOR PLAN SHOWING UPDATED TOLLWAY AREAS AND BOUNDARIES FOR THE M7-M12 INTERCHANGE AND ELIZABETH DRIVE CONNECTION, REFER TO DRAWING G015



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED TOLLWAY BOUNDARY IN STRATUM
- PROPOSED ROAD BOUNDARY
- PROPOSED ROAD BOUNDARY IN STRATUM
- LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
- LAND OWNED BY R.T.A.
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY IN STRATUM
- LAND OWNED BY R.T.A. TO BE DEDICATED PUBLIC ROAD
- LAND OWNED BY R.T.A. TO BE DEDICATED PUBLIC ROAD IN STRATUM
- MEANS OF ACCESS

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE

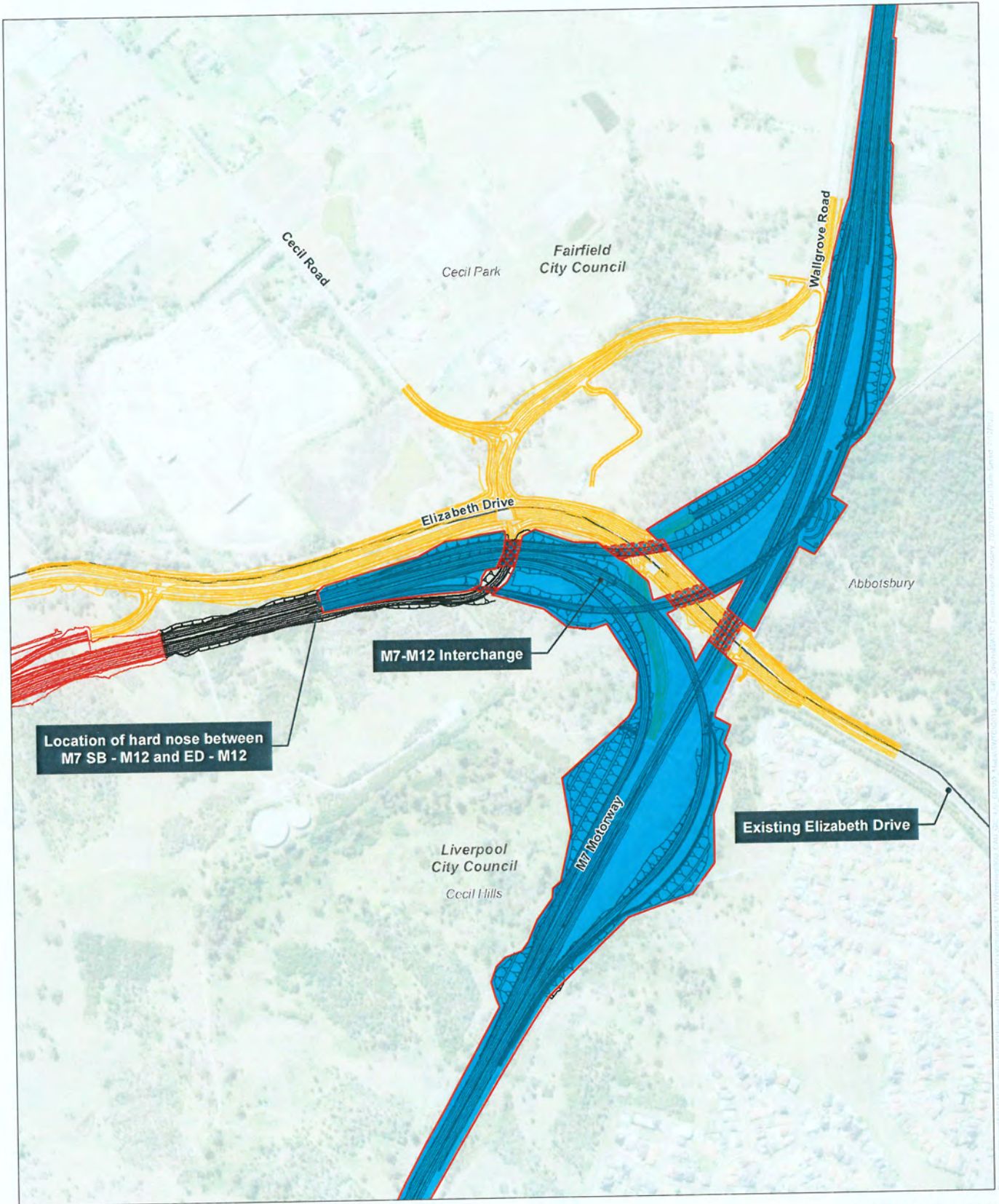
PLAN NO. WSO_DEEDOC_B1 ADJOINS

PLAN NO. WSO_DEEDOC_B3 ADJOINS



PIMS

PLAN No. WSO_DEEDOC_B2



M7-M12 INTEGRATION PROJECT
TOLLWAY PLAN | DRAWING: G015



Legend

- Proposed Tollway boundary
- Proposed Tollway boundary in stratum
- Land owned by TfNSW to be declared Tollway
- Land owned by TfNSW to be declared Tollway in stratum
- M7-M12 Interchange and M7 Widening Works (Contractor's Concept Design)
- Elizabeth Drive Connection (Contractor's Concept Design)
- M12 Central (Separate Contract)

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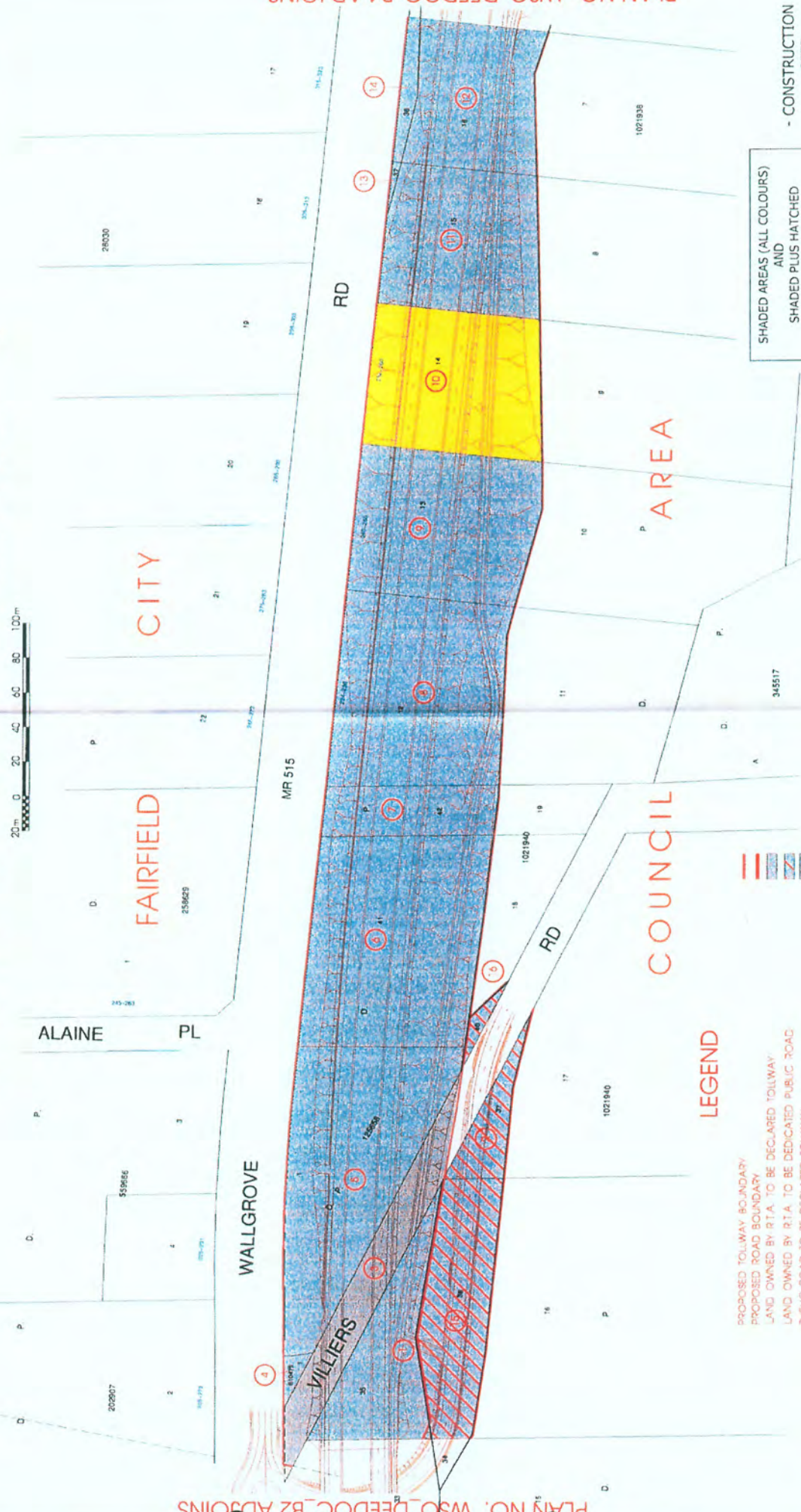
Source: Imagery © Department of Customer Service 2020.

DATED
22nd January 2003

PLAN

Showing land required for the Western Sydney Orbital proposal between Villiers Road and south of Abbotsbury Drive, Cecil Park

SECTION B



PLAN NO. WSO_DEEDOC_B2 ADJOINS

PLAN NO. WSO_DEEDOC_B4 ADJOINS

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED ROAD BOUNDARY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA TO BE DEDICATED PUBLIC ROAD
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM PLANNING RTW FOR TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



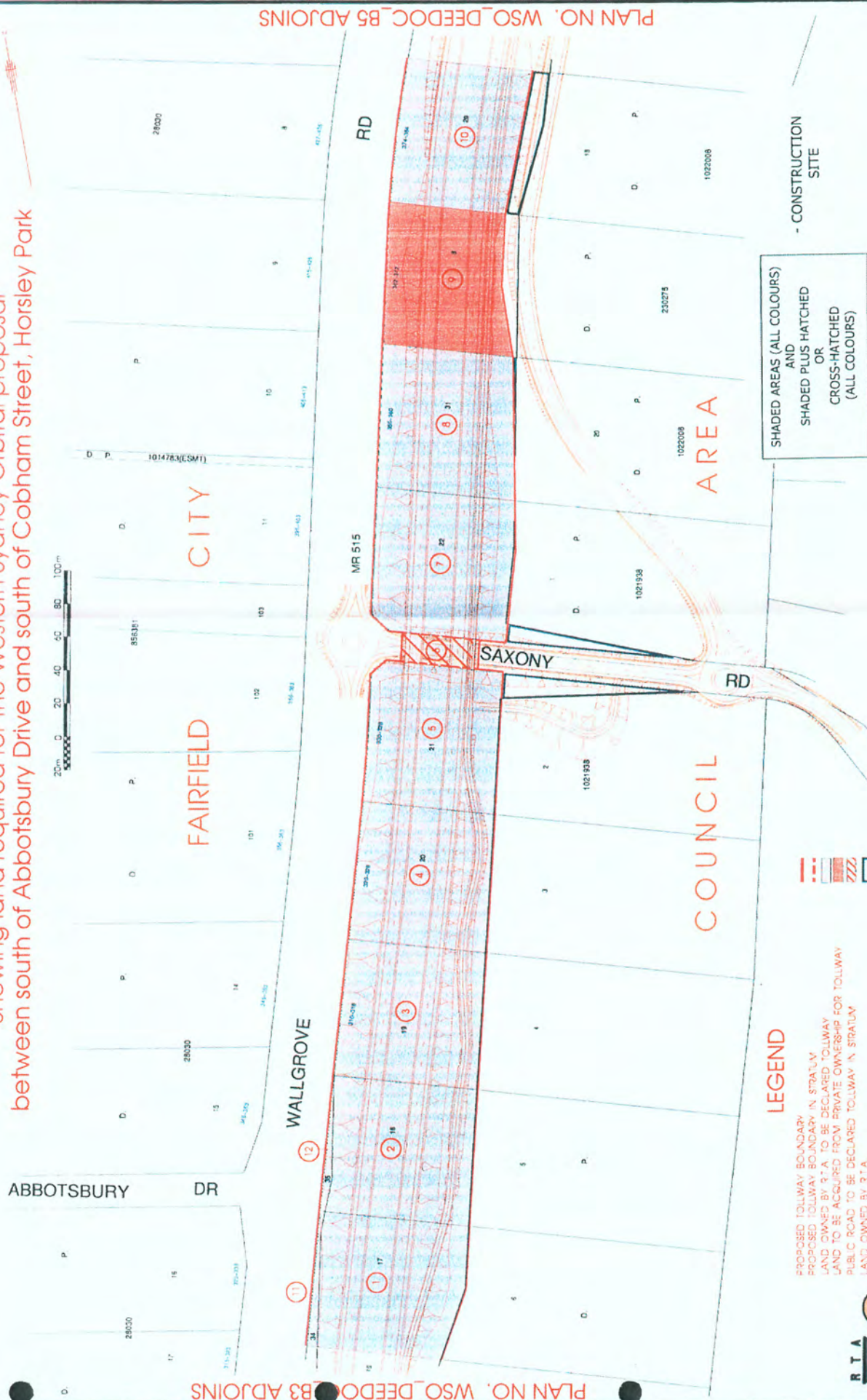
PLAN No. WSO_DEEDOC_B3

DATED
17th October 2002

PLAN

Showing land required for the Western Sydney Orbital proposal
between south of Abbotsbury Drive and south of Cobham Street, Horsley Park

SECTION B



PLAN NO. WSO_DEEDOC_B3 ADJOINS

PLAN NO. WSO_DEEDOC_B5 ADJOINS

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED TOLLWAY BOUNDARY IN STRATA
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATA
- LAND OWNED BY RTA

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



PLAN No. WSO_DEEDOC_B4

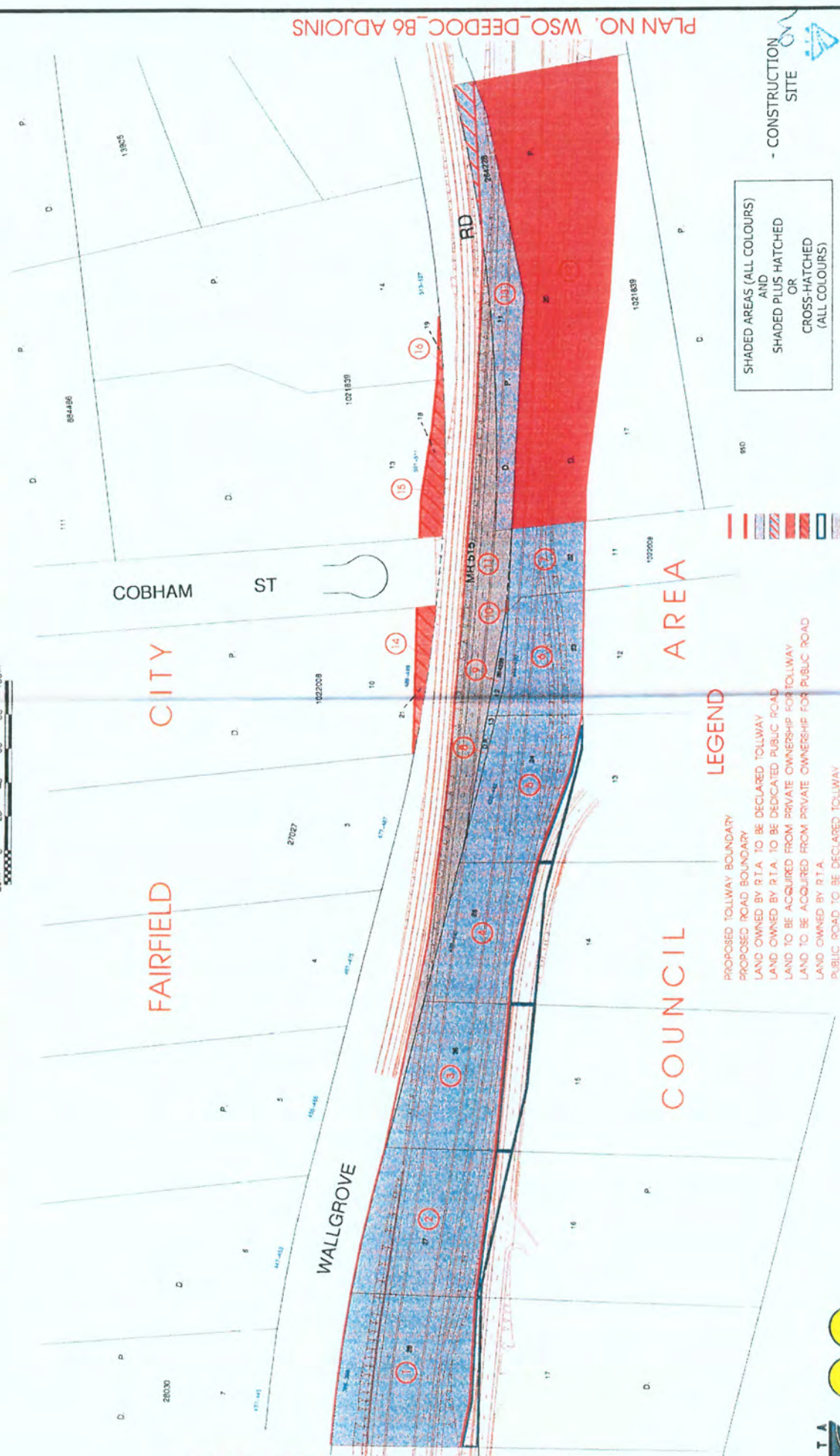


DATED
22nd January 2003

PLAN

Showing land required for the Western Sydney Orbital proposal
between south of Cobham Street and south of The Horsley Drive, Horsley Park

SECTION B



- LEGEND**
- PROPOSED TOLLWAY BOUNDARY
 - PROPOSED ROAD BOUNDARY
 - LAND OWNED BY RTA TO BE DECLARED TOLLWAY
 - LAND OWNED BY RTA TO BE DECLARED PUBLIC ROAD
 - LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
 - LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
 - LAND OWNED BY RTA
 - PUBLIC ROAD TO BE DECLARED TOLLWAY
 - CROWN ROAD TO BE DECLARED TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



PLAN NO. WSO_DEEDOC_B4 ADJOINS

PLAN NO. WSO_DEEDOC_B6 ADJOINS

PLAN No. WSO_DEEDOC_B5

DATED
23rd January 2003

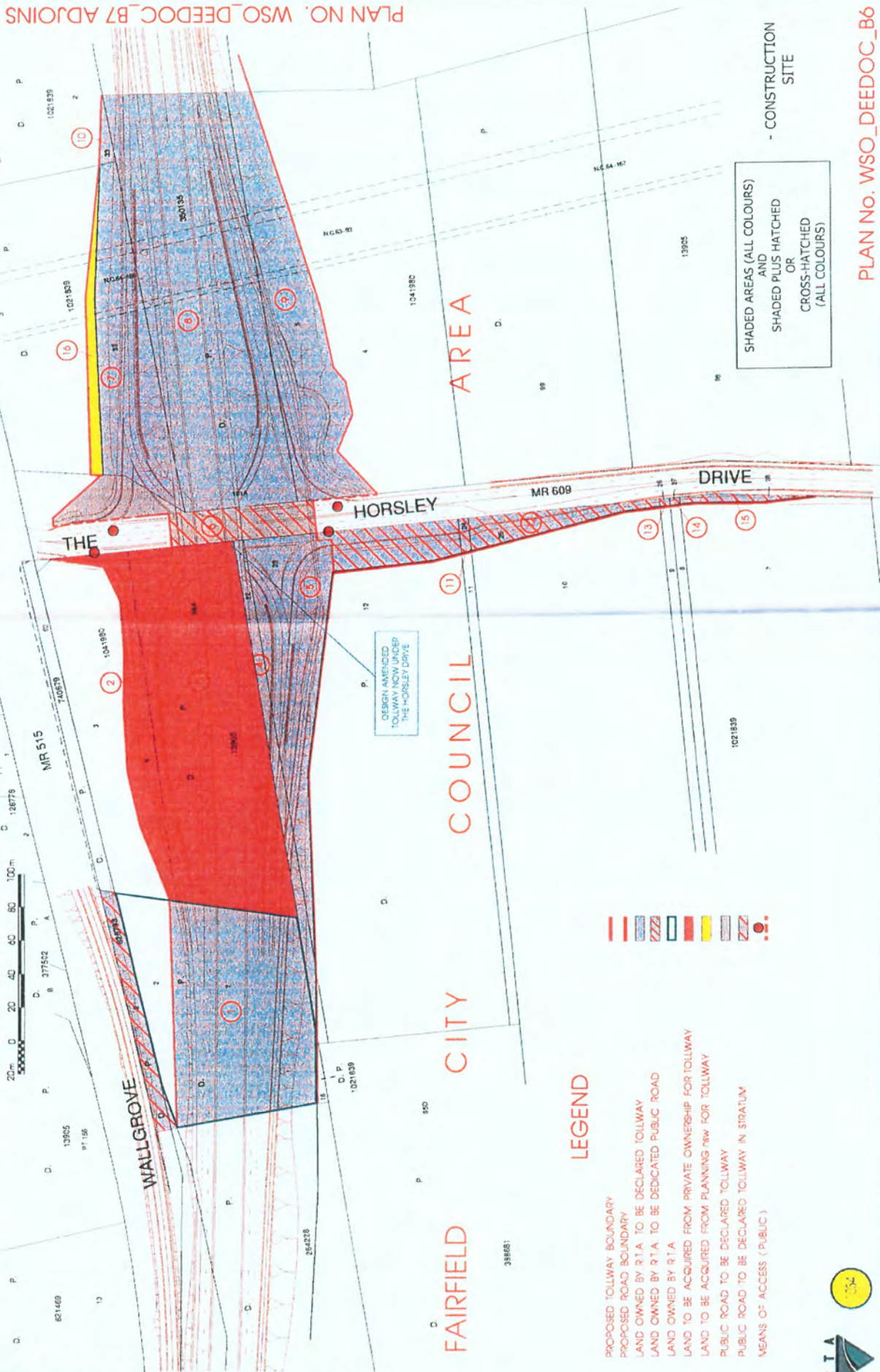
PLAN

Showing land required for the Western Sydney Orbital proposal
at The Horsley Drive, Horsley Park

SECTION B

PLAN NO. WSO_DEEDOC_B5 ADJOINS

PLAN NO. WSO_DEEDOC_B7 ADJOINS



DESIGN ANNEXED
TOLLWAY NOW UNDER
THE HORSLEY DRIVE

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED ROAD BOUNDARY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA TO BE DEDICATED PUBLIC ROAD
- LAND OWNED BY RTA
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- LAND TO BE ACQUIRED FROM PLANNING NSW FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM
- MEANS OF ACCESS (PUBLIC)

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

PLAN No. WSO_DEEDOC_B6



DATED
22nd January 2003

PLAN

Showing land required for the Western Sydney Orbital proposal
between south of Redmayne Road and Chandos Road, Horsley Park

SECTION B



PLAN NO. WSO_DEEDOC_B8 ADJOINS

PLAN NO. WSO_DEEDOC_B6 ADJOINS

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LAND OWNED BY RTA, TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- LAND TO BE ACQUIRED FROM PLANNING "M" FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED
- OR
- CROSS-HATCHED (ALL COLOURS)

- CONSTRUCTION SITE



PLAN NO. WSO_DEEDOC_B7

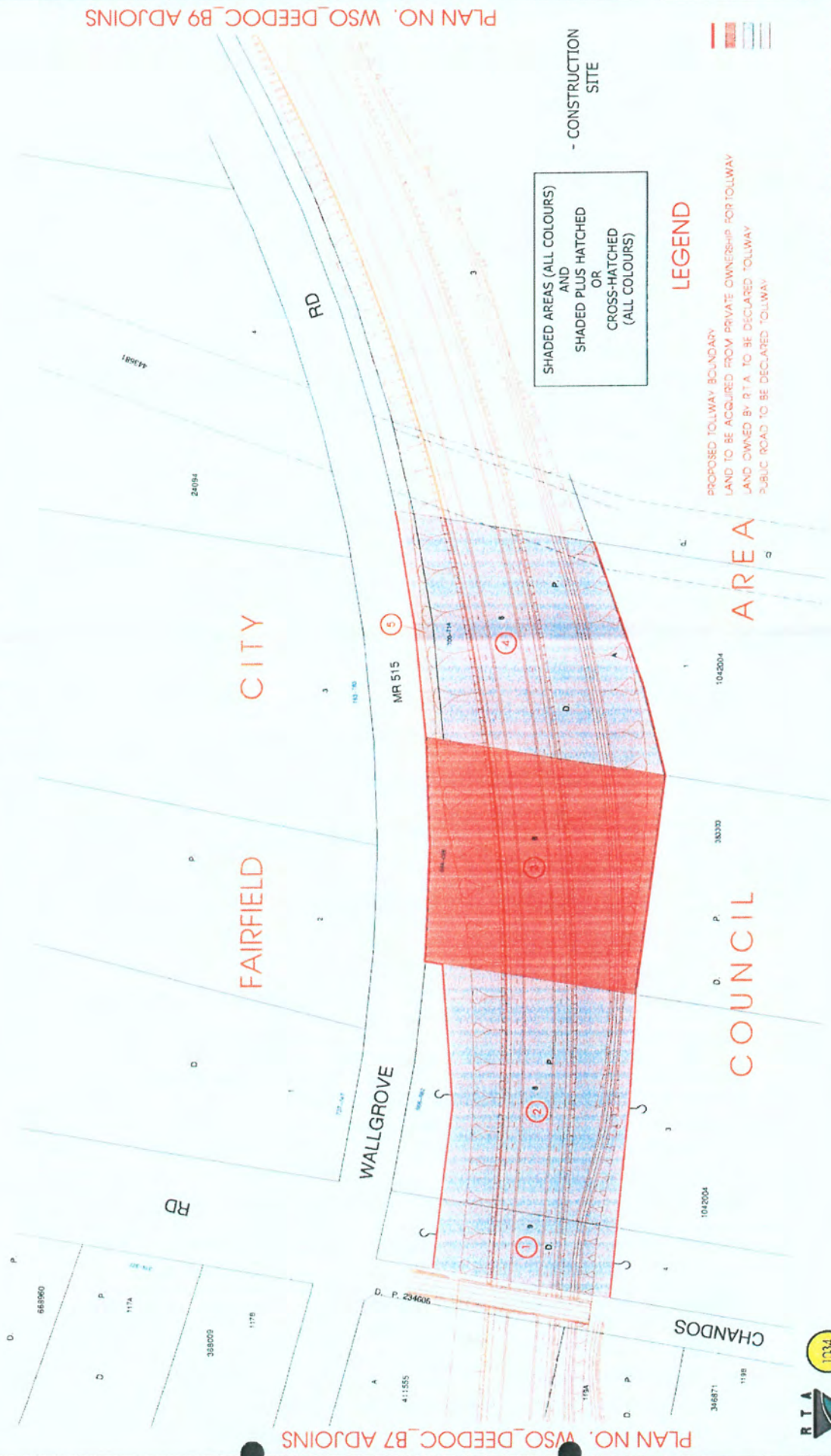


DATED
17th October 2002

PLAN

Showing land required for the Western Sydney Orbital proposal
between Chandos Road and north of Chandos Road, Horsley Park

SECTION B



PLAN NO. WSO_DEEDOC_B9 ADJOINS

PLAN NO. WSO_DEEDOC_B7 ADJOINS

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

LEGEND

PROPOSED TOLLWAY BOUNDARY
LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
LAND OWNED BY RTA TO BE DECLARED TOLLWAY
PUBLIC ROAD TO BE DECLARED TOLLWAY

AREA



PLAN No. WSO_DEEDOC_B8



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DATED
4th November 2002

PLAN

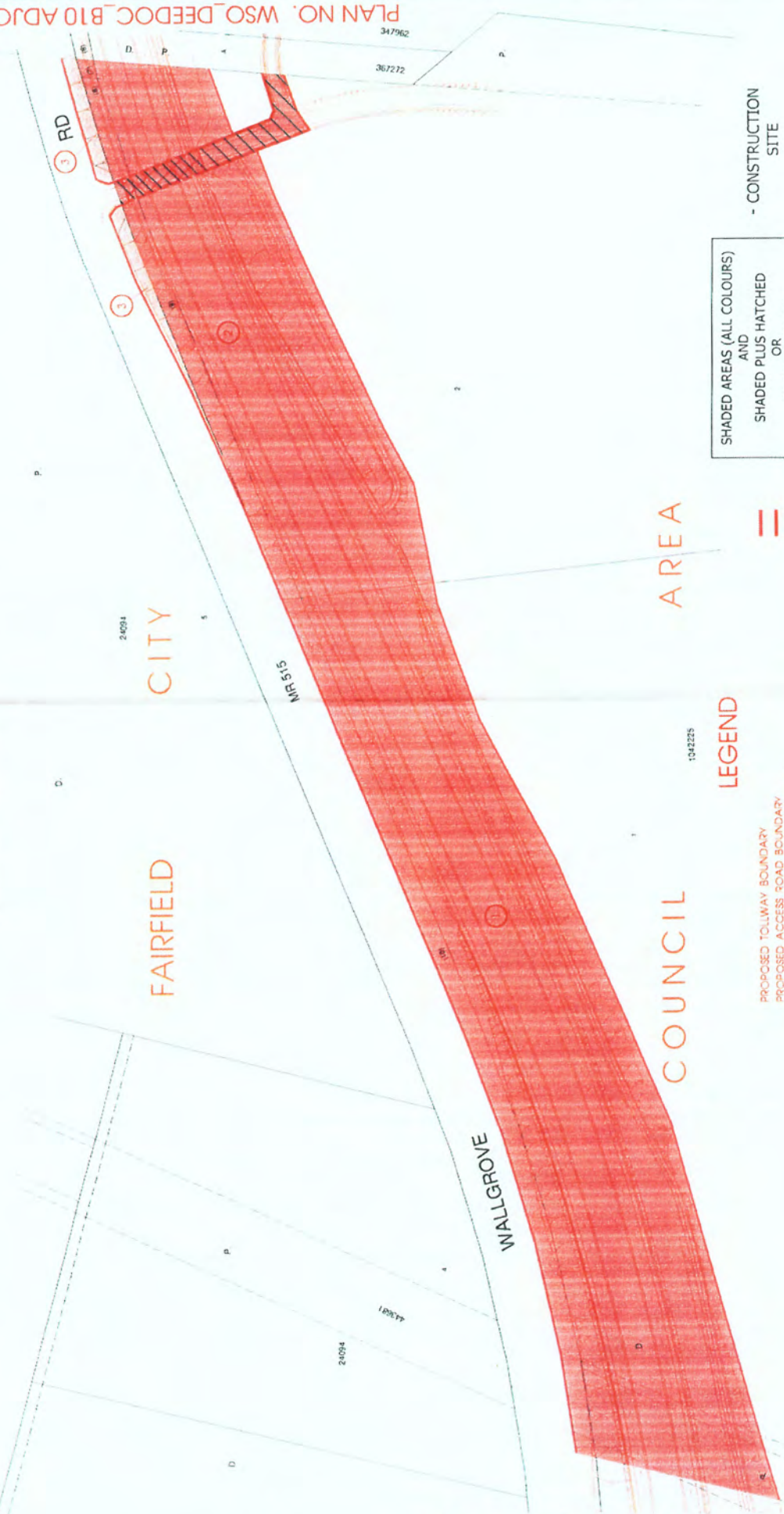
Showing land required for the Western Sydney Orbital proposal
between north of Chandos Road and Sydney Water Supply Pipeline at Horsley Park

SECTION B



PLAN NO. WSO_DEEDOC_B10 ADJOINS

PLAN NO. WSO_DEEDOC_B8 ADJOINS



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED ACCESS ROAD BOUNDARY
- PROPOSED TOLLWAY BOUNDARY IN STRATUM
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- RIGHT OF CARRIAGEWAY TO BE ACQUIRED FROM PRIVATE OWNERSHIP

- CONSTRUCTION SITE

1033

1034



FAIRFIELD CITY
MALLORROVE
COUNCIL AREA

PLAN No. WSO_DEEDOC_B9



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PLAN

Showing land required for the Western Sydney Orbital proposal between Sydney Water Supply Pipeline and south of Reedy Creek, Eastern Creek

DATED 4th November, 2002



PLAN NO. WSO_DEEDOC_B11 ADJOINS

PLAN NO. WSO_DEEDOC_B9 ADJOINS

FAIRFIELD CITY

BLACKTOWN CITY

COUNCIL AREA

COUNCIL AREA

SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)

- CONSTRUCTION SITE

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED TOLLWAY BOUNDARY IN STRAIGHT
- PROPOSED ACCESS ROAD BOUNDARY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- LAND TO BE ACQUIRED FROM SYDNEY CATCHMENT AUTHORITY FOR TOLLWAY
- LAND TO BE ACQUIRED FROM SYDNEY CATCHMENT AUTHORITY FOR ACCESS ROAD
- LAND TO BE ACQUIRED FROM WASTE RECYCLING AND PROCESSING OF N.S.W. FOR TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY



PLAN No. WSO_DEEDOC_B10

SECTION B

PLAN

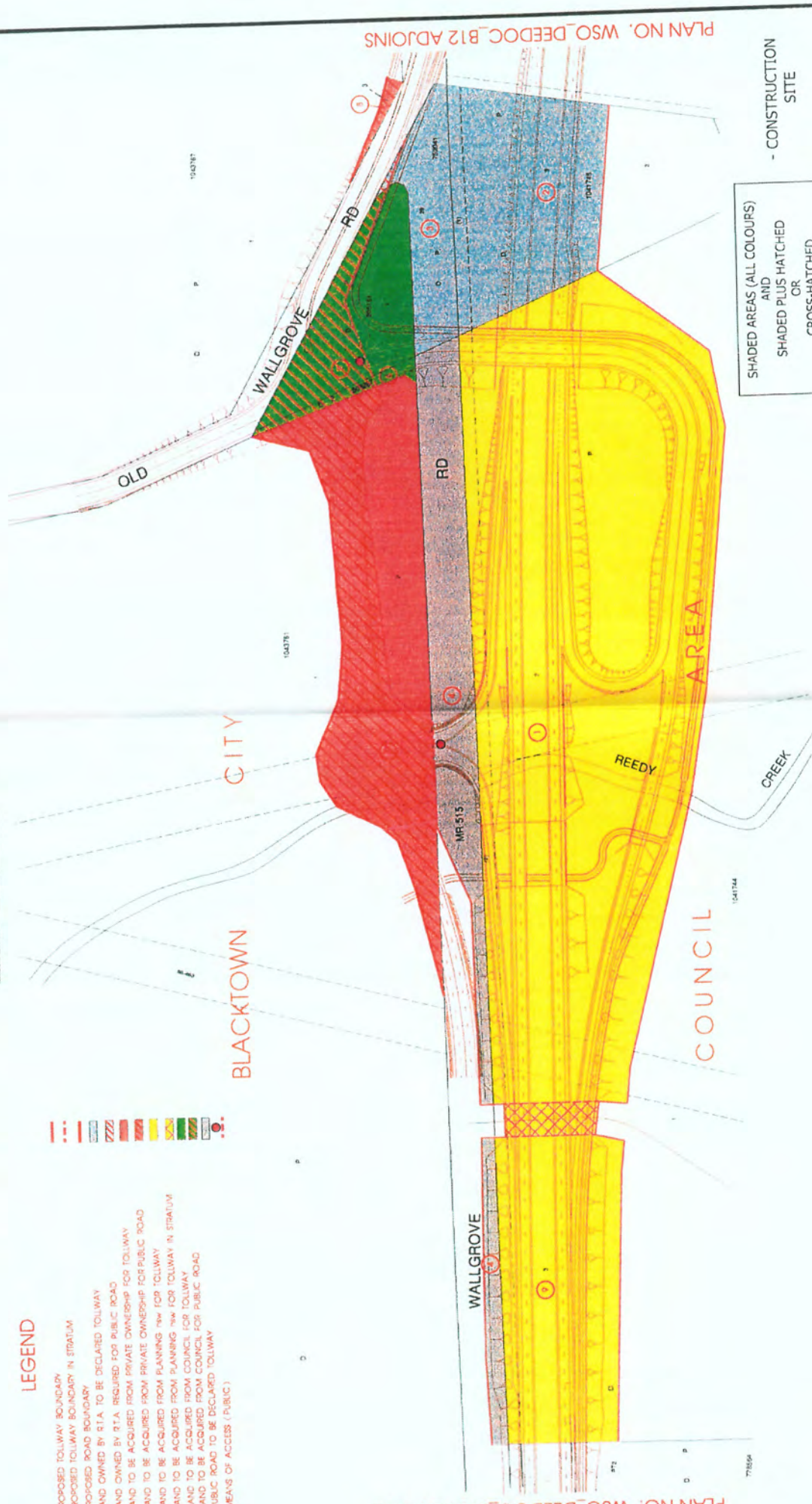
Showing land required for the Western Sydney Orbital proposal
between south of Reedy Creek and Old Wallgrove Road, Eastern Creek

DATED
January 2003



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED ROAD BOUNDARY IN STRALUM
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA REQUIRED FOR PUBLIC ROAD
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
- LAND TO BE ACQUIRED FROM PLANNING "NEW" FOR TOLLWAY
- LAND TO BE ACQUIRED FROM PLANNING "NEW" FOR TOLLWAY IN STRALUM
- LAND TO BE ACQUIRED FROM COUNCIL FOR TOLLWAY
- LAND TO BE ACQUIRED FROM COUNCIL FOR PUBLIC ROAD
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- MEANS OF ACCESS (PUBLIC)



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION SITE

PLAN NO. WSO_DEEDOC_B12 ADJOINS

PLAN NO. WSO_DEEDOC_B10 ADJOINS

PLAN No WSO_DEEDOC_B11



SECTION B

PLAN

Showing land required for the Western Sydney Orbital proposal between Old Wallgrove Road and M4, Eastern Creek

DATED 23rd January 2003



BLACKTOWN

CITY

D.

P.

1043767

2

WALLGROVE

MR 515

RD

4

1

D.

P.

COUNCIL

AREA

1041745

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED ROAD BOUNDARY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
- LAND TO BE ACQUIRED FROM PLANNING NEW FOR TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



PLAN NO. WSO_DEEDOC_B11 ADJOINS

PLAN NO. WSO_DEEDOC_B13 ADJOINS



DATED
20th January 2003

PLAN

Showing land required for the Western Sydney Orbital proposal
at M4, Eastern Creek



BLACKTOWN

Wendland Sydney
1043767

PLAN NO. WSO_DEEDOC_B14 ADJOINS

LEGEND

- PROPOSED NEW TOLLWAY BOUNDARY
- PROPOSED NEW TOLLWAY BOUNDARY IN STRIUM
- LAND OWNED BY RTA
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
- EXISTING FREEWAY
- FREEWAY TO BE DECLARED TOLLWAY
- FREEWAY TO BE DECLARED TOLLWAY IN ABOVE-SURFACE STRIUM
- FREEWAY TO BE DECLARED TOLLWAY IN SUB-SURFACE STRIUM
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN ABOVE-SURFACE STRIUM
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN SUB-SURFACE STRIUM
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY IN ABOVE-SURFACE STRIUM
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY IN SUB-SURFACE STRIUM

CITY

Animal Quarantine Station
1040948

PLAN NO. WSO_DEEDOC_B16 ADJOINS

PLAN NO. WSO_DEEDOC_B12 ADJOINS

262259

PLAN NO. WSO_DEEDOC_B15 ADJOINS

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

CONSTRUCTION SITE

COUNCIL



PLAN No. WSO_DEEDOC_B13

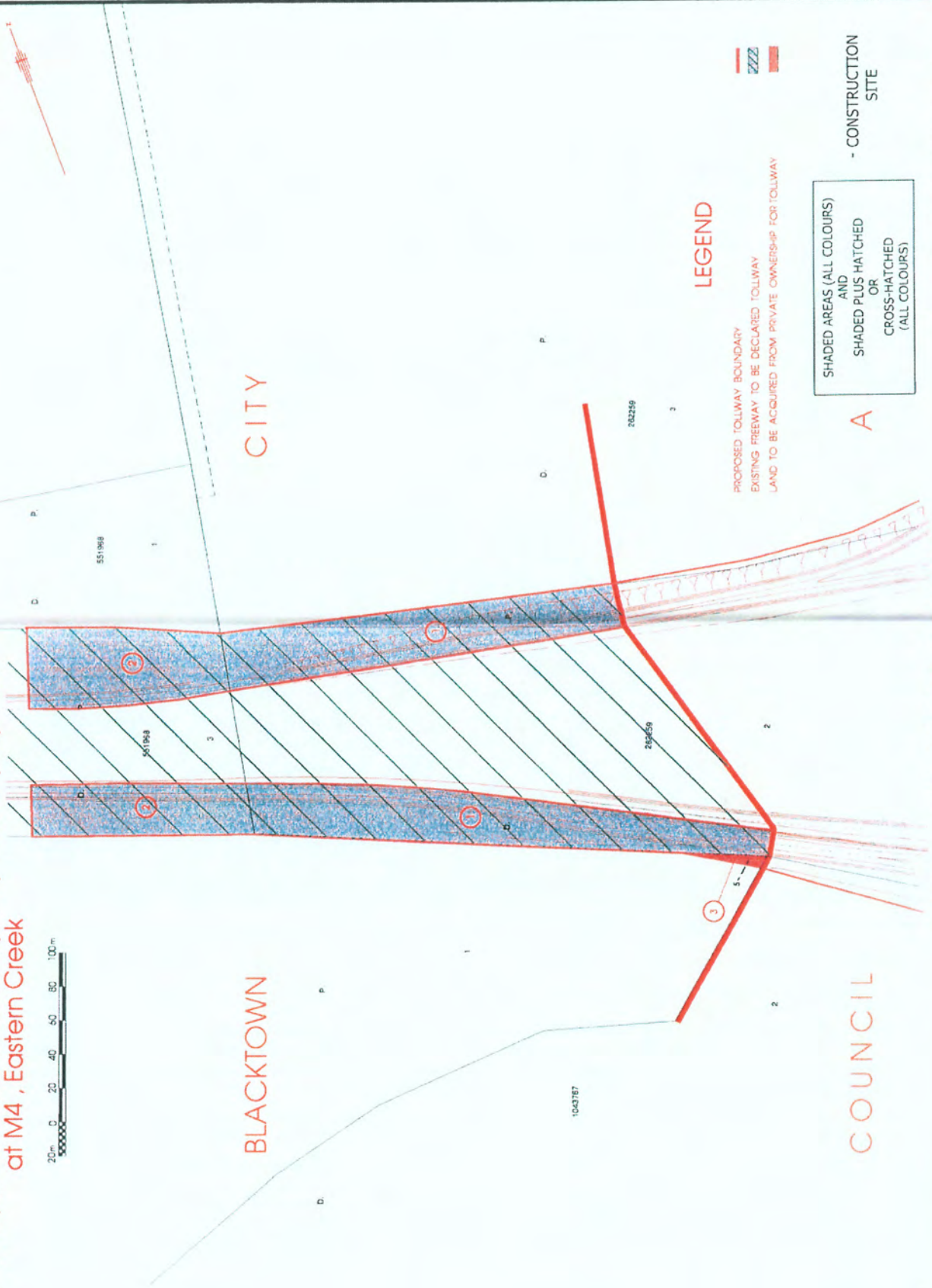
DATED
23rd January 2003

PLAN

Showing land required for the Western Sydney Orbital proposal at M4, Eastern Creek



SECTION B



BLACKTOWN

CITY

COUNCIL

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- EXISTING FREEWAY TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)

- CONSTRUCTION SITE

PLAN NO. WSO_DEEDOC_B13 ADJOINS

PLAN No. WSO_DEEDOC_B14



DATED
24TH JULY 2002

PLAN NO. WSO_DEEDOC_B13 ADJC B

SECTION B

Showing land required for the Western Sydney Orbital proposal at M4, Eastern Creek



BLACKTOWN

CITY

COUNCIL

AREA

EASTERN

PIKES LANE

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION SITE

LEGEND

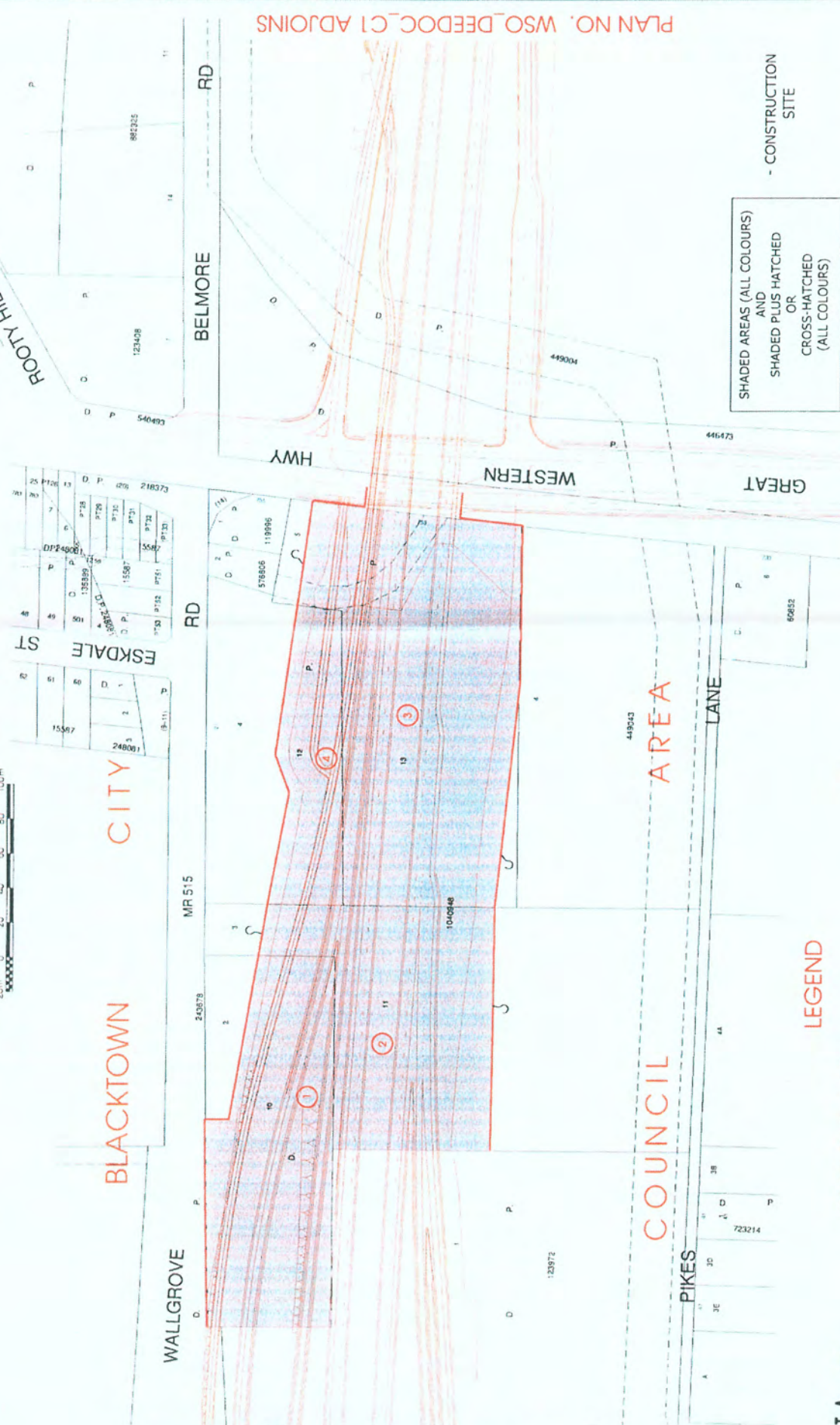
- PROPOSED TOLLWAY BOUNDARY
- EXISTING FREEWAY TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY



PLAN NO. WSO_DEEDOC_B15

PLAN

Showing land required for the Western Sydney Orbital proposal
between M4 and Great Western Highway, Eastern Creek



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



1222

PLAN NO. WSO_DEEDOC_13 ADJOINS

PLAN NO. WSO_DEEDOC_1 ADJOINS

SECTION B

PLAN No. WSO_DEEDOC_B16

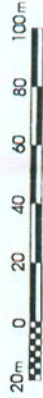


PIMS

PLAN

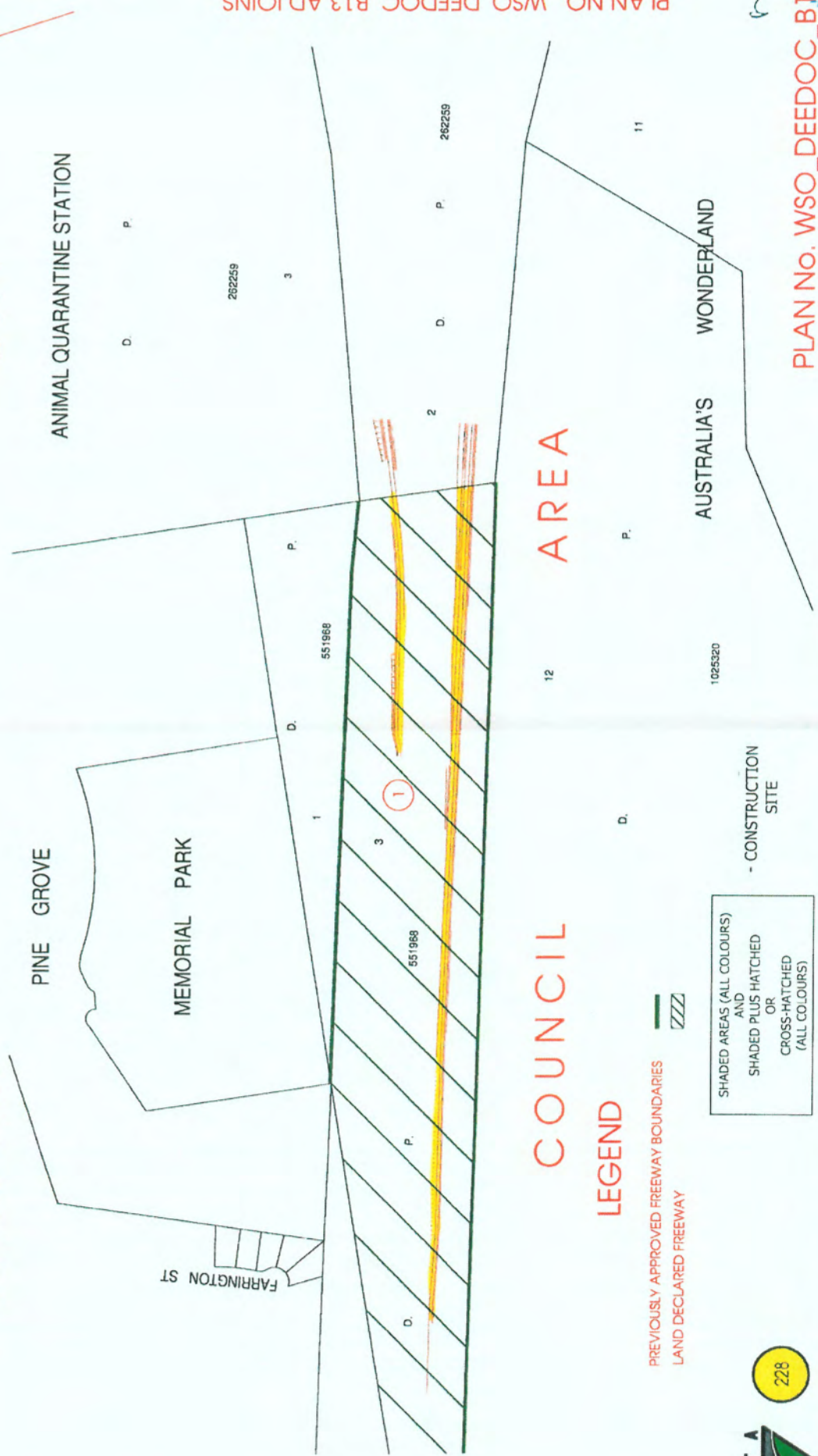
Showing land required for the Western Sydney Orbital proposal at M4, Eastern Creek

SECTION B



BLACKTOWN

CITY



ANIMAL QUARANTINE STATION

COUNCIL

AREA

AUSTRALIA'S WONDERLAND

LEGEND

PREVIOUSLY APPROVED FREEWAY BOUNDARIES
LAND DECLARED FREEWAY

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION SITE



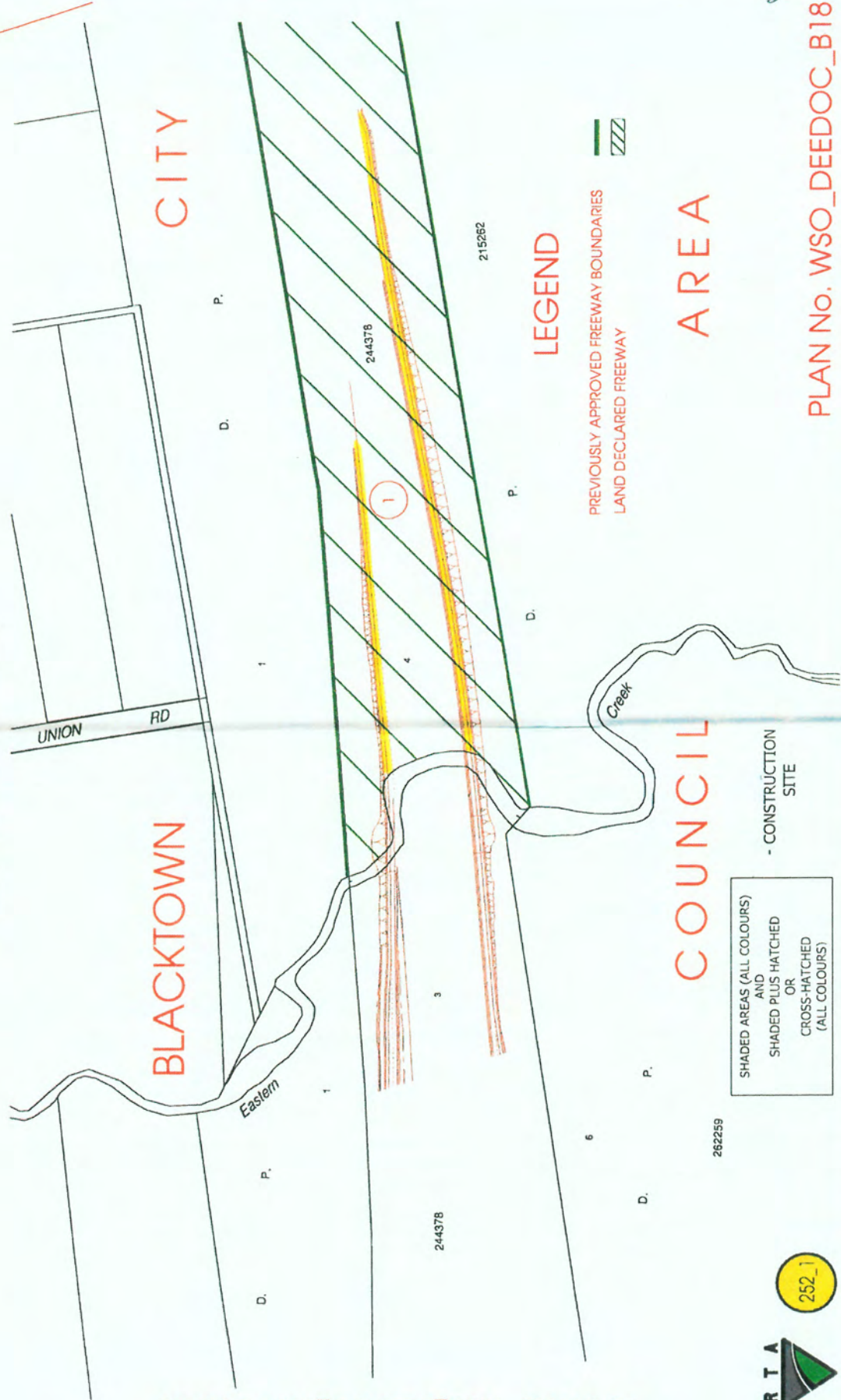
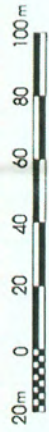
PLAN NO. WSO_DEEDOC_B13 ADJOINS

PLAN No. WSO_DEEDOC_B17

PLAN

SECTION B

Showing land required for the Western Sydney Orbital proposal at M4, Eastern Creek



PLAN NO. WSO_DEEDOC_B15 ADJOINS

LEGEND

- PREVIOUSLY APPROVED FREEWAY BOUNDARIES
- LAND DECLARED FREEWAY

AREA

COUNCIL

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_B18



WESTERN SYDNEY ORBITAL TOLLWAY PLANS

SECTION C

S.H.5-GREAT WESTERN HIGHWAY, EASTERN CREEK
TO
EASTERN CREEK, QUAKERS HILL

SCHEDULE OF OWNERSHIP

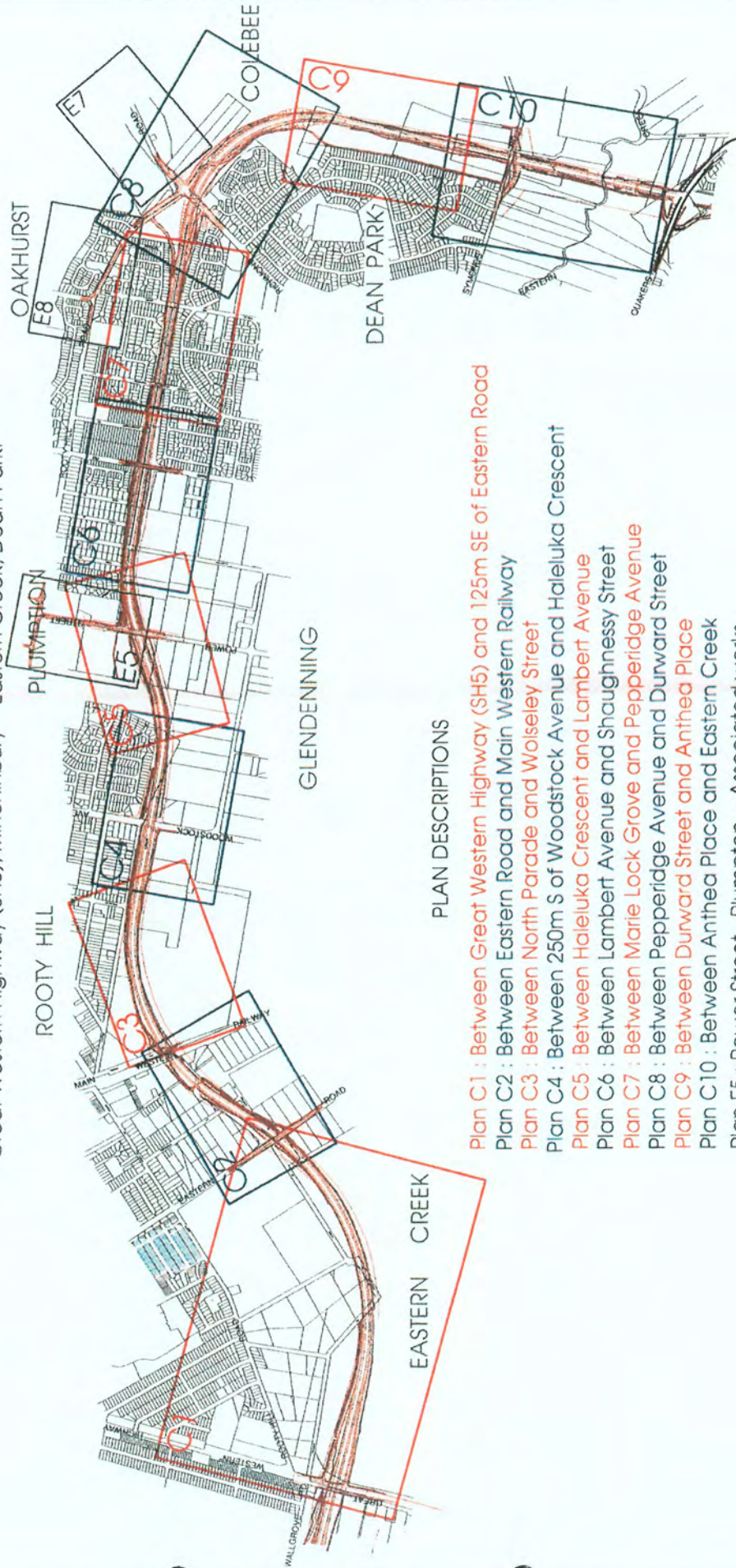
R.T.A.	
COUNCIL	
PLANNING nsw	
PUBLIC ROAD	
SRA	
PRIVATE	



WESTERN SYDNEY ORBITAL PROPOSAL

SECTION C - INDEX SHEET

Great Western Highway (SH5), Minchinbury - Eastern Creek, Dean Park.



PLAN DESCRIPTIONS

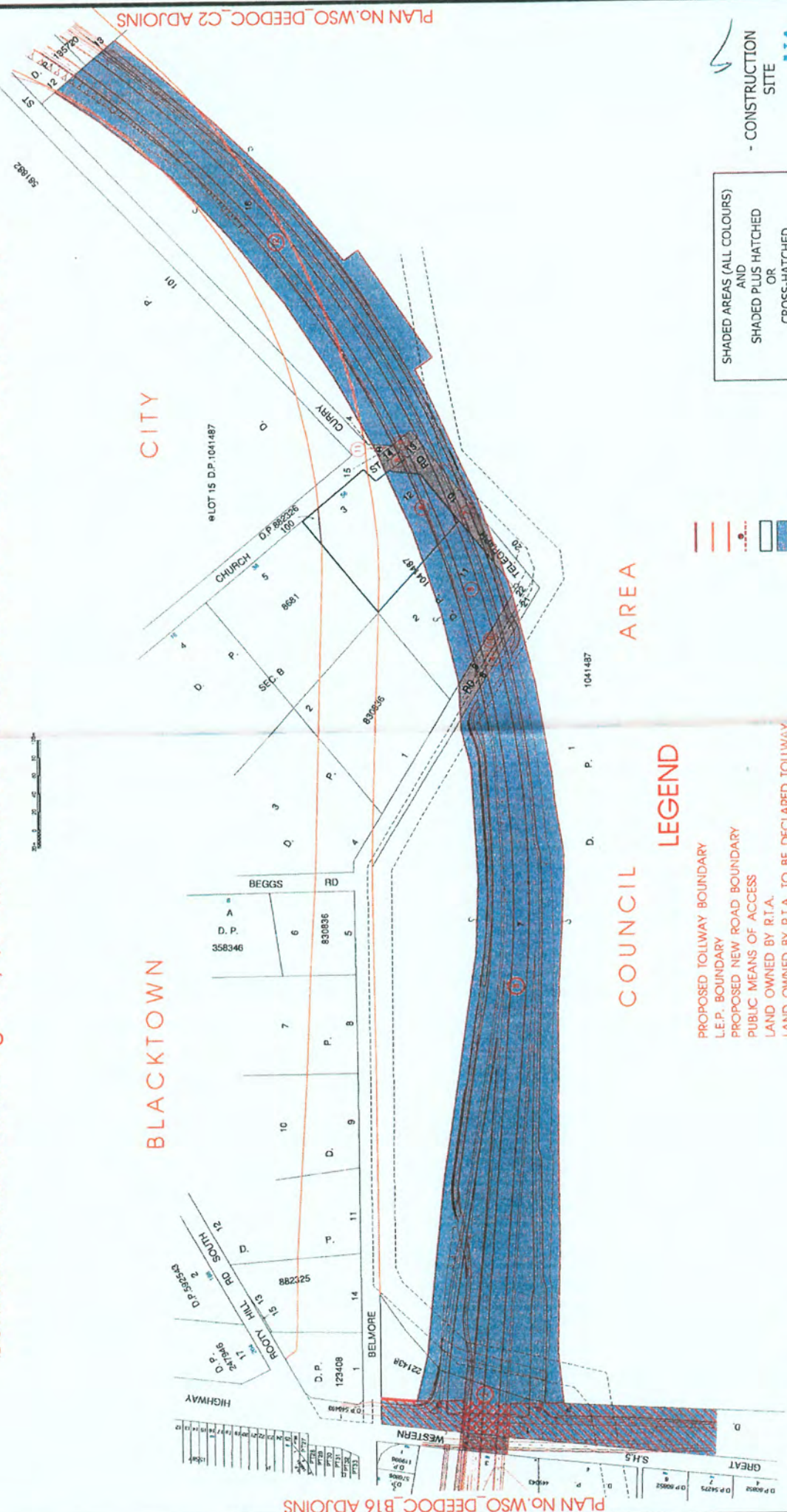
- Plan C1 : Between Great Western Highway (SH5) and 125m SE of Eastern Road
- Plan C2 : Between Eastern Road and Main Western Railway
- Plan C3 : Between North Parade and Woiseley Street
- Plan C4 : Between 250m S of Woodstock Avenue and Haleluka Crescent
- Plan C5 : Between Haleluka Crescent and Lambert Avenue
- Plan C6 : Between Lambert Avenue and Shaughnessy Street
- Plan C7 : Between Marie Lock Grove and Pepperidge Avenue
- Plan C8 : Between Pepperidge Avenue and Durward Street
- Plan C9 : Between Durward Street and Anthea Place
- Plan C10 : Between Anthea Place and Eastern Creek
- Plan E5 : Power Street , Plumpton - Associated works
- Plan E7 : Richmond Road , Colebee - Associated works
- Plan E8 : Rooty Hill Road North , Oakhurst - Associated works



PLAN

SECTION C

Showing land required for the proposed Western Sydney Orbital Tollway between Great Western Highway (S.H.5), Eastern Creek and 125m SE of Eastern Road, at Rooty Hill.



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- L.E.P. BOUNDARY
- PROPOSED NEW ROAD BOUNDARY
- PUBLIC MEANS OF ACCESS
- LAND OWNED BY R.T.A.
- LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
- LAND OWNED BY R.T.A. REQUIRED FOR PUBLIC ROAD
- LAND OWNED BY R.T.A. REQUIRED FOR TOLLWAY IN STRATUM
- PUBLIC ROAD REQUIRED FOR TOLLWAY
- PUBLIC ROAD REQUIRED FOR TOLLWAY IN STRATUM

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_C1

PLAN No. WSO_DEEDOC_B16 ADJOINS

PLAN No. WSO_DEEDOC_C2 ADJOINS

DATED 27th January 2003



0115 1222

DATED
23rd January 2003

PLAN

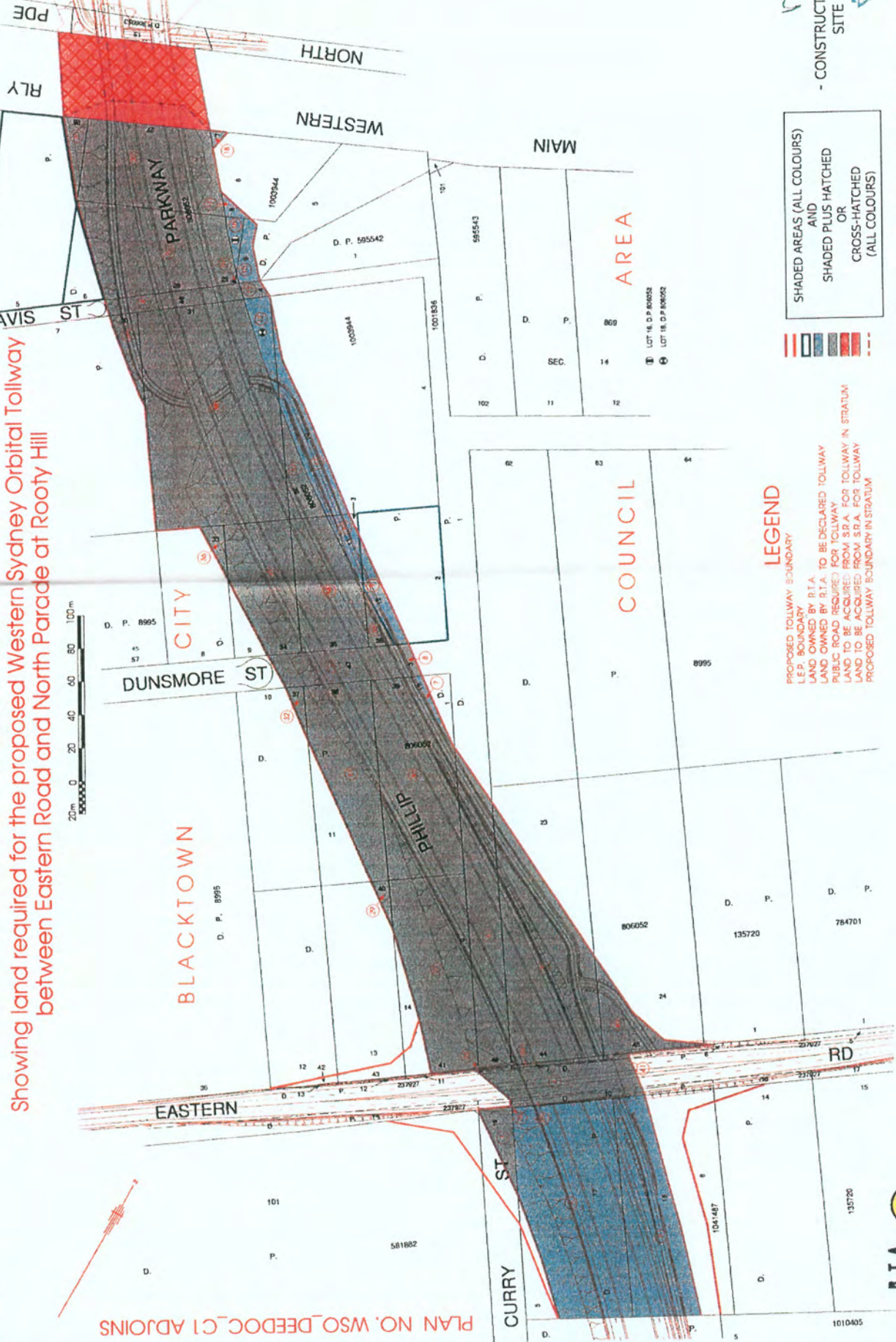
Showing land required for the proposed Western Sydney Orbital Tollway between Eastern Road and North Parade at Rooty Hill



PLAN NO. WSO_DEEDOC_C1 ADJOINS

SECTION C

PLAN NO. WSO_DEEDOC_C3 ADJOINS



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LE.P. BOUNDARY
- LAND OWNED BY RTA
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY PUBLIC ROAD (REQUIRED) FOR TOLLWAY
- LAND TO BE ACQUIRED FROM S.P.A. FOR TOLLWAY IN STRATUM
- LAND TO BE ACQUIRED FROM S.P.A. FOR TOLLWAY
- PROPOSED TOLLWAY BOUNDARY IN STRATUM

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE

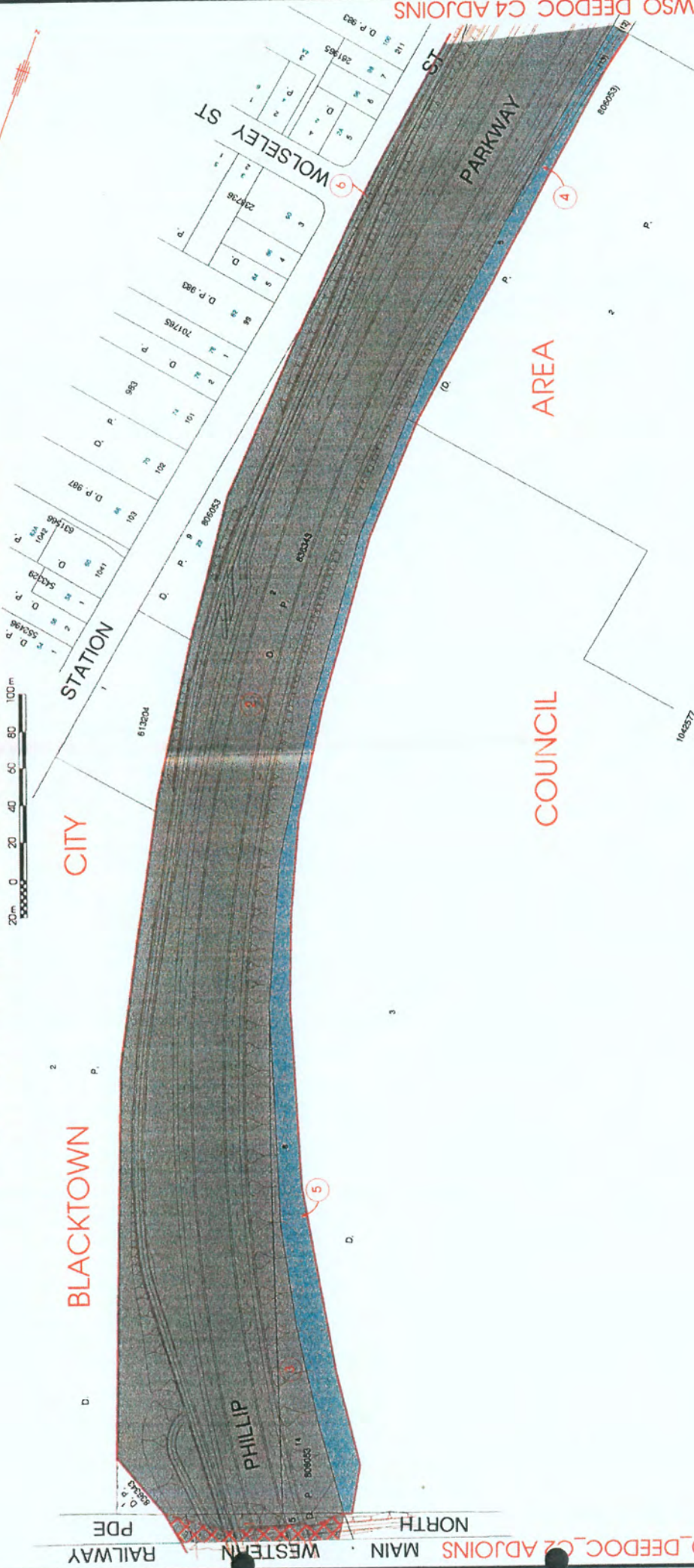
PLAN NO. WSO_DEEDOC_C2

DATED
23rd January 2003

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway
between North Parade and Wolseley Street at Rooty Hill

SECTION C



LEGEND

- PROPOSED TOLLWAY BOUNDARY IN STRATUM
- PROPOSED TOLLWAY BOUNDARY IN STRATUM LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_C3



1222



PLAN No. WSO_DEEDOC_C2 ADJOINS

NORTH

RAILWAY MAIN WESTERN

PDE

PHILLIP PARKWAY

WOLSELEY ST

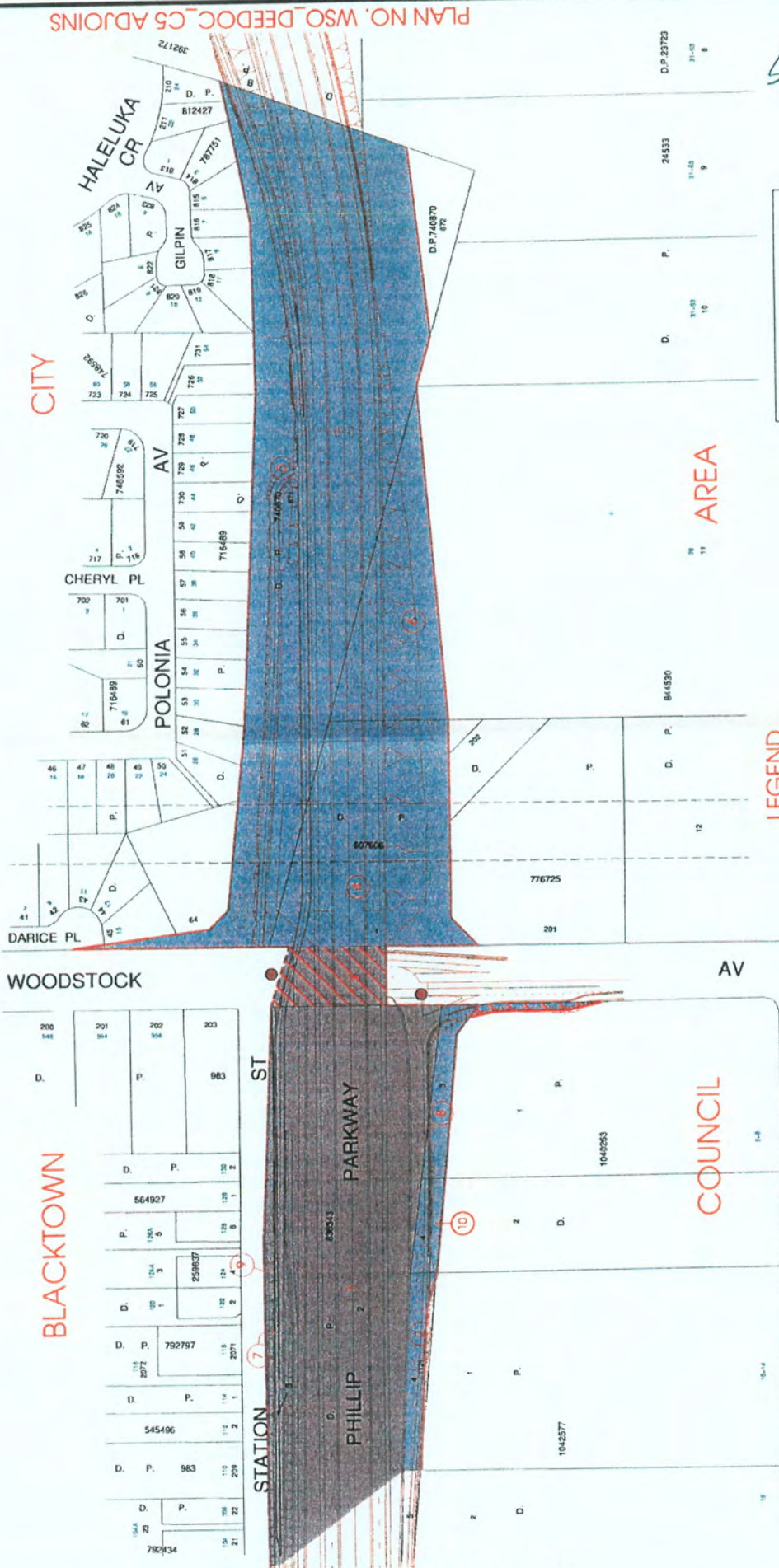
PLAN No. WSO_DEEDOC_C4 ADJOINS

DATED
23rd January 2003

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway
between 250m south of Woodstock Avenue, Rooty Hill and Haleluka Crescent at Plumpton

SECTION C



PLAN NO. WSO_DEEDOC_C5 ADJOINS

PLAN NO. WSO_DEEDOC_C3 ADJOINS



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED ROAD BOUNDARY
- LAND OWNED BY RTA. TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA. REQUIRED FOR PUBLIC ROAD
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRIUM
- PUBLIC ROAD PUBLIC ROAD TOLLWAY
- MEANS OF ACCESS

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

PLAN No. WSO_DEEDOC_C4

DATED
23rd January 2003

PLAN

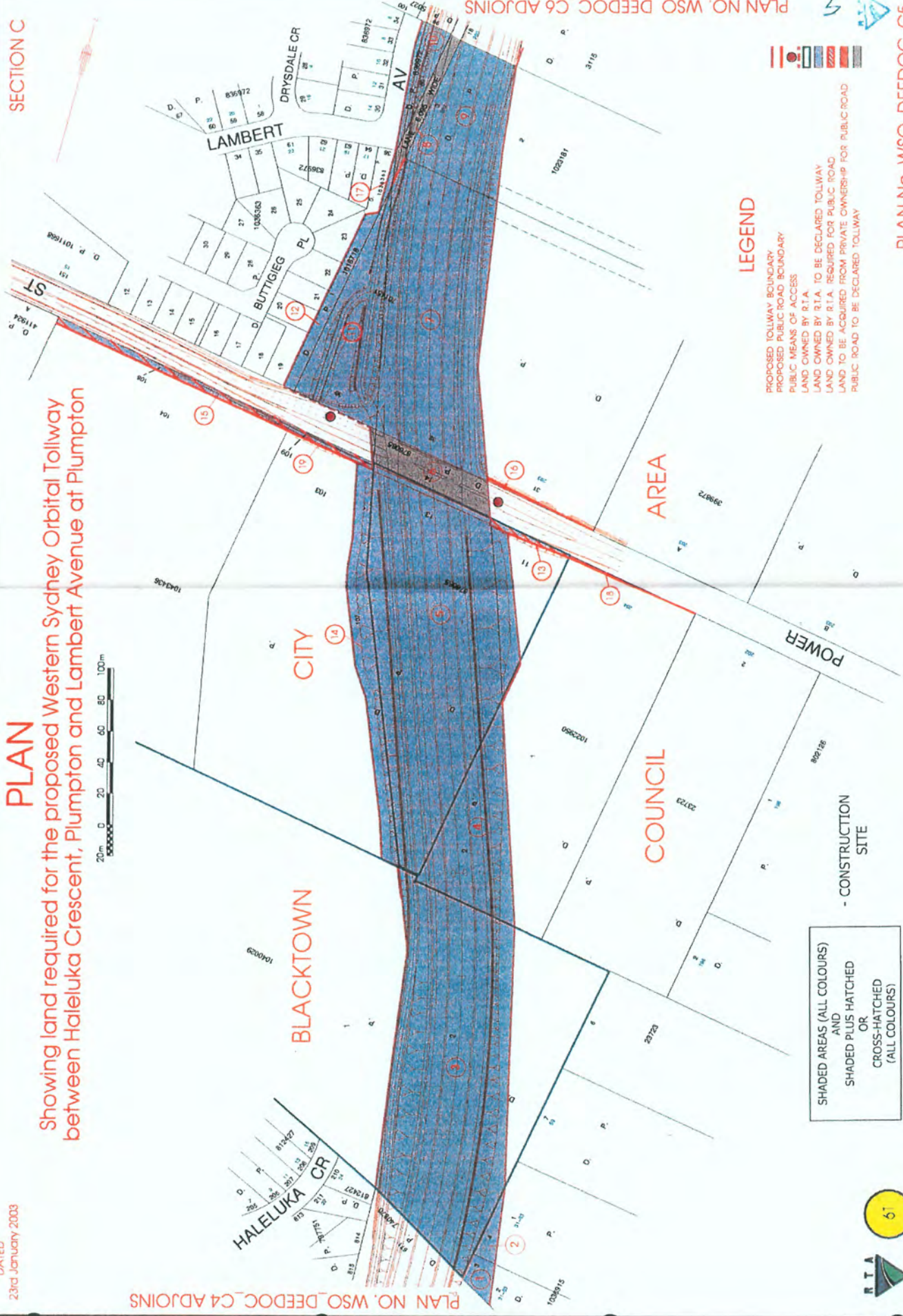
Showing land required for the proposed Western Sydney Orbital Tollway between Haleluka Crescent, Plumpton and Lambert Avenue at Plumpton



SECTION C

PLAN NO. WSO_DEEDOC_C4 ADJOINS

PLAN NO. WSO_DEEDOC_C6 ADJOINS



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED PUBLIC ROAD BOUNDARY
- PUBLIC MEANS OF ACCESS
- LAND OWNED BY RTA
- LAND OWNED BY RTA, TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA, REQUIRED FOR PUBLIC ROAD
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
- PUBLIC ROAD TO BE DECLARED TOLLWAY



PLAN No. WSO_DEEDOC_C5

DATED
23rd January 2003

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway
between Lambert Avenue and Shaughnessy Street at Glendenning



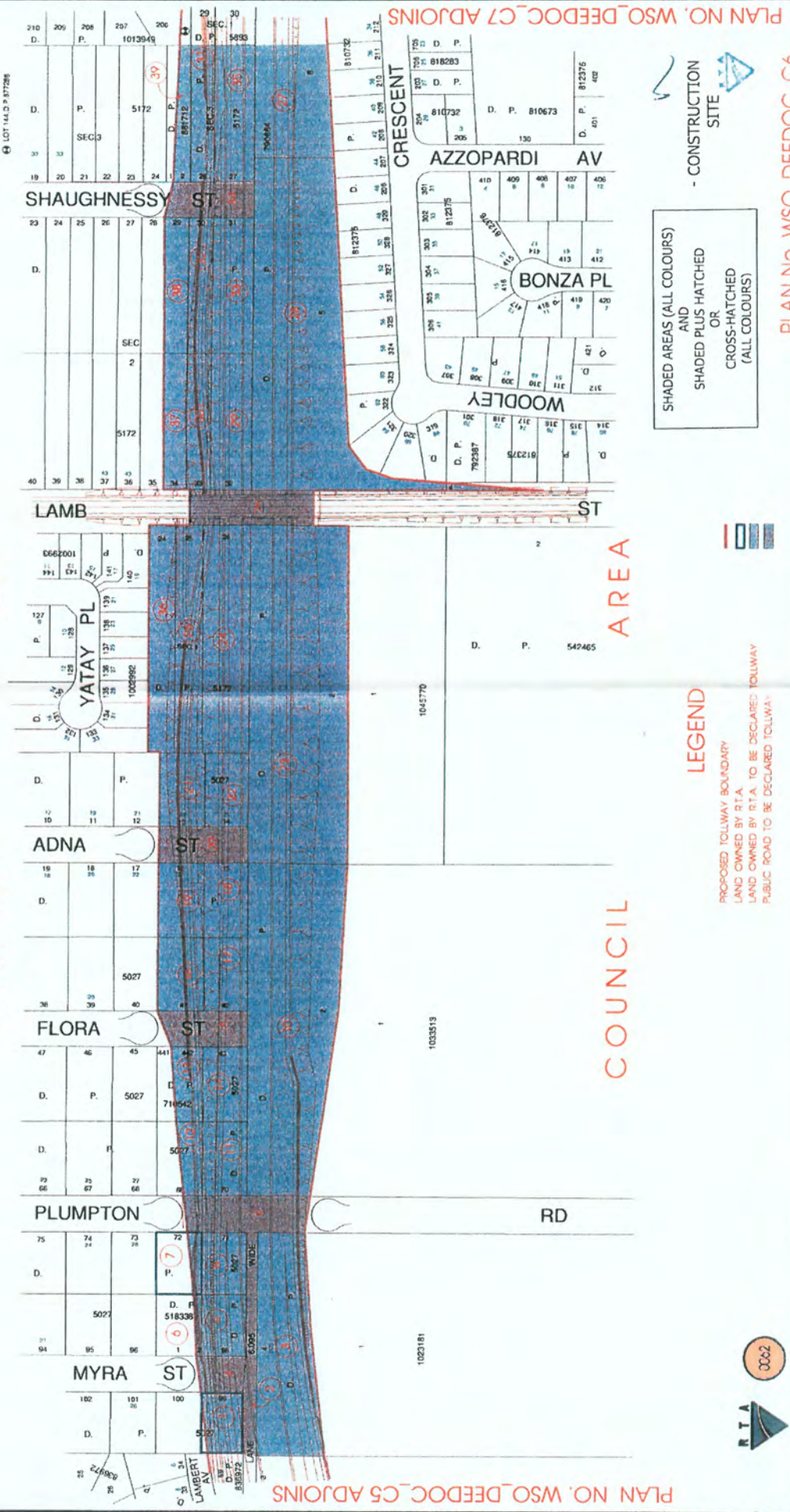
SECTION C

BLACKTOWN

CITY

COUNCIL

AREA



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LAND OWNED BY RTA
- CROSS-HATCHED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY

- SHADED AREAS (ALL COLOURS) AND AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE

PLAN NO. WSO_DEEDOC_C5 ADJOINS

PLAN NO. WSO_DEEDOC_C7 ADJOINS



PIMS

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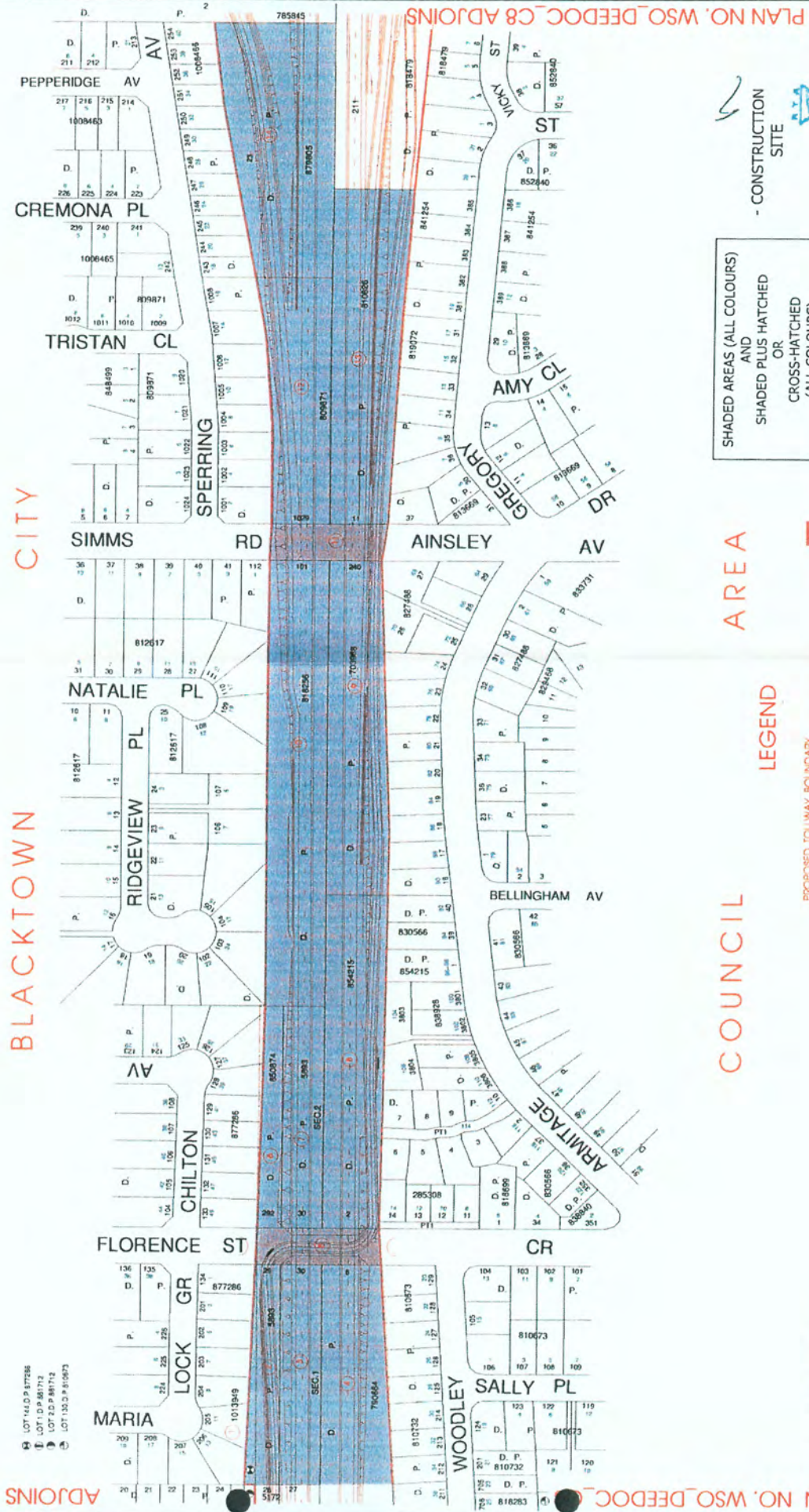
PART IMAGE wso_deedoc_c6.doc DATE 23-JAN-2003

DATED
24TH JULY 2002

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Maria Lock Grove and Pepperidge Avenue at Oakhurst

SECTION C



0002

SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)

- CONSTRUCTION SITE

AREA
LEGEND
COUNCIL

PROPOSED TOLLWAY BOUNDARY
LAND OWNED BY RTA TO BE DECLARED TOLLWAY
PUBLIC ROAD REQUIRED TO BE DECLARED TOLLWAY

PLAN No. WSO_DEEDOC_C7



PIIMS

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PART IMAGE wso_deedoc_c7.ac

DATE 25-JUL-2002

PLAN NO. WSO_DEEDOC_C8 ADJOINS

DATED
23rd JANUARY 2003

PLAN

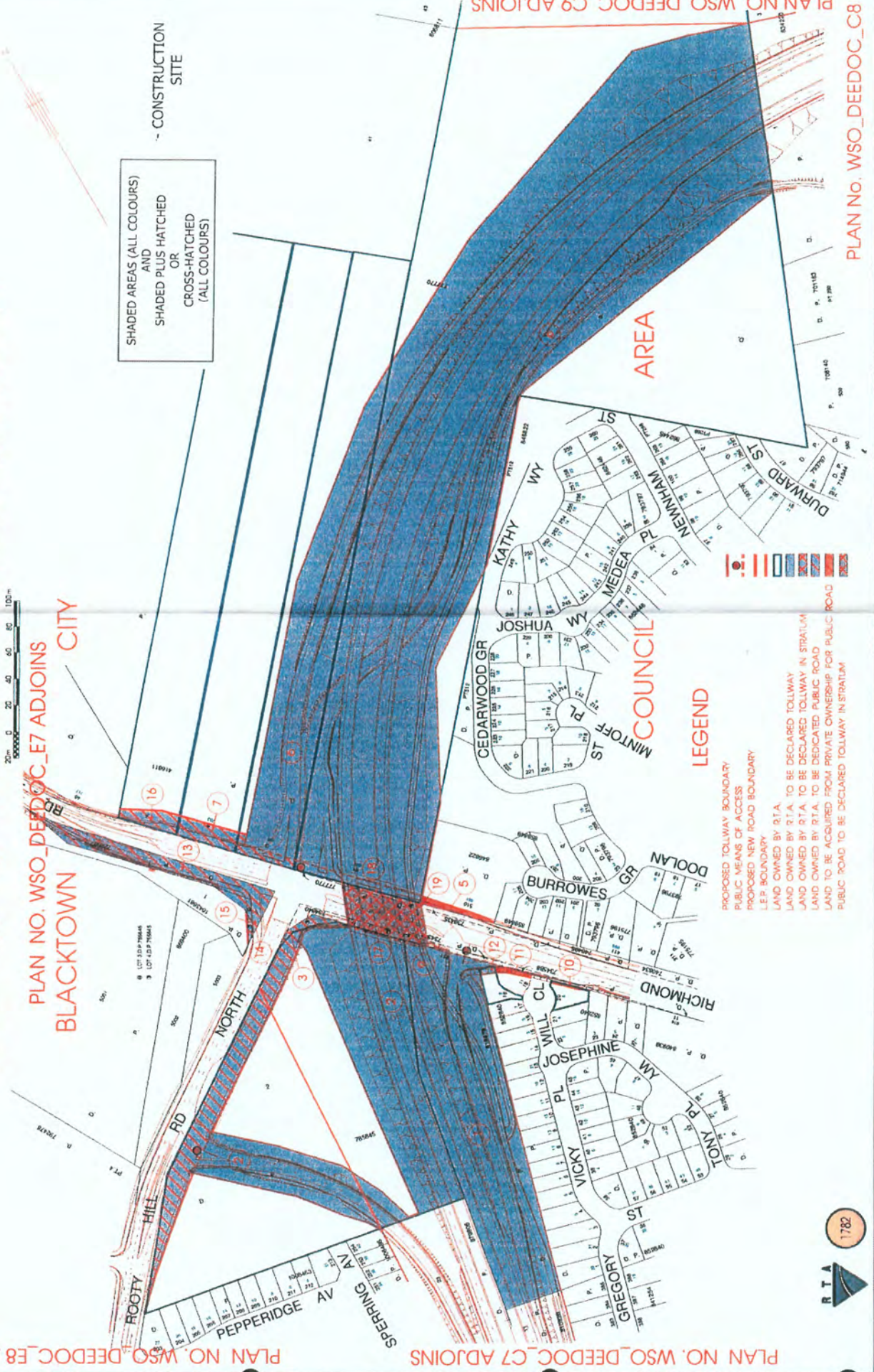
Showing land required for the proposed Western Sydney Orbital Tollway between Pepperidge Avenue Oakhurst and Durward Street at Dean Park

SECTION C

PLAN NO. WSO_DEEDOC_E7 ADJOINS
BLACKTOWN CITY

PLAN NO. WSO_DEEDOC_C9 ADJOINS

PLAN No. WSO_DEEDOC_C8



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PUBLIC MEANS OF ACCESS
- PROPOSED NEW ROAD BOUNDARY
- LEP BOUNDARY
- LAND OWNED BY RTA
- LAND OWNED BY RTA, TO BE DECLARED TOLLWAY IN STRATUM
- LAND OWNED BY RTA, TO BE DECLARED TOLLWAY IN STRATUM
- LAND OWNED BY RTA, TO BE DEDICATED PUBLIC ROAD
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM

PLAN NO. WSO_DEEDOC_E8 ADJOINS

PLAN NO. WSO_DEEDOC_C7 ADJOINS

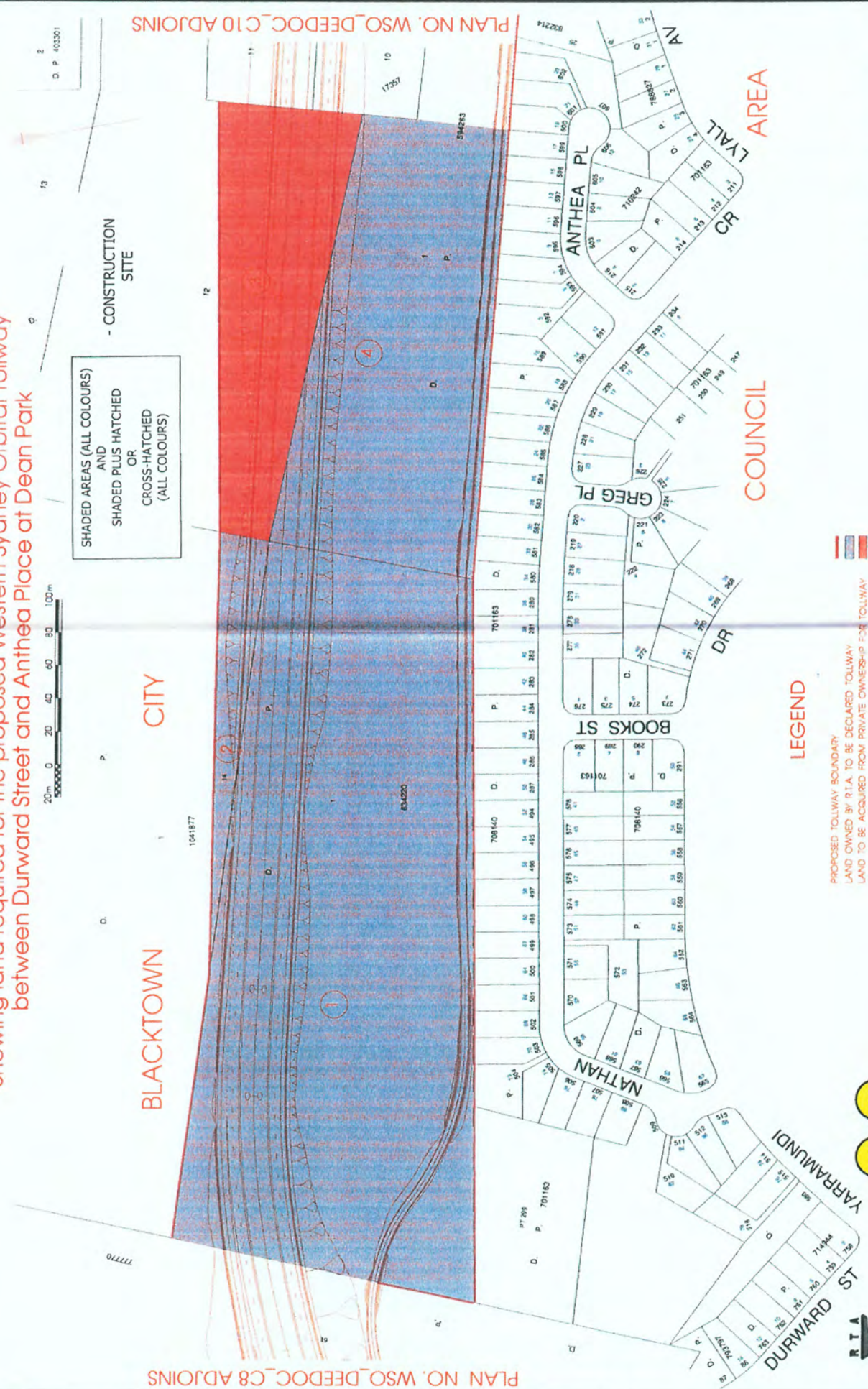


DATED
20th October 2002

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Durward Street and Anthea Place at Dean Park

SECTION C



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



BLACKTOWN CITY

COUNCIL AREA

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY

0395
1782



PLAN No. WSO_DEEDOC_C9



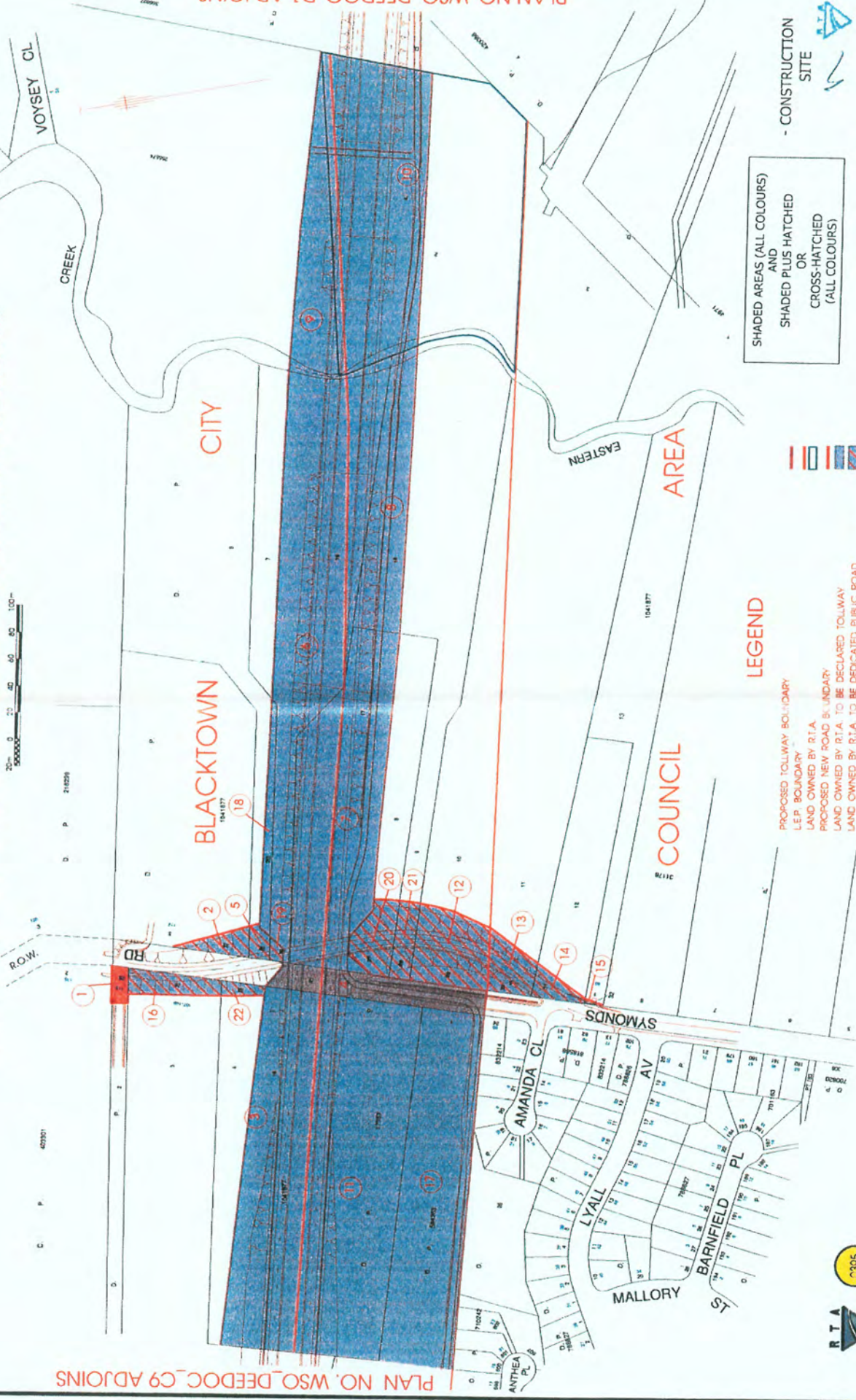
Copyright N.S.W. For RTA use only PART IMAGE : wso_deedoc_c9.dwg DATE : 20-OCT-2002

DATED
23rd January 2003

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway
between Anthea Place, Dean Park and Eastern Creek at Quakers Hill

SECTION C



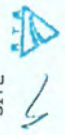
PLAN NO. WSO_DEEDOC_C9 ADJOINS

PLAN NO. WSO_DEEDOC_D1 ADJOINS



- LEGEND**
- PROPOSED TOLLWAY BOUNDARY
 - LEP BOUNDARY
 - LAND OWNED BY RTA
 - PROPOSED NEW ROAD BOUNDARY
 - LAND OWNED BY RTA TO BE DECLARED TOLLWAY
 - LAND OWNED BY RTA TO BE DECLARED PUBLIC ROAD
 - LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR PUBLIC ROAD
 - PUBLIC ROAD TO BE DECLARED TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_C10



PIMS

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PART IMAGE wso_deedoc_c10.doc

DATE 23-JAN-2003

WESTERN SYDNEY ORBITAL TOLLWAY PLANS

SECTION D

EASTERN CREEK, DEAN PARK
TO
M2 MOTORWAY, BAULKHAM HILLS

SCHEDULE OF OWNERSHIP

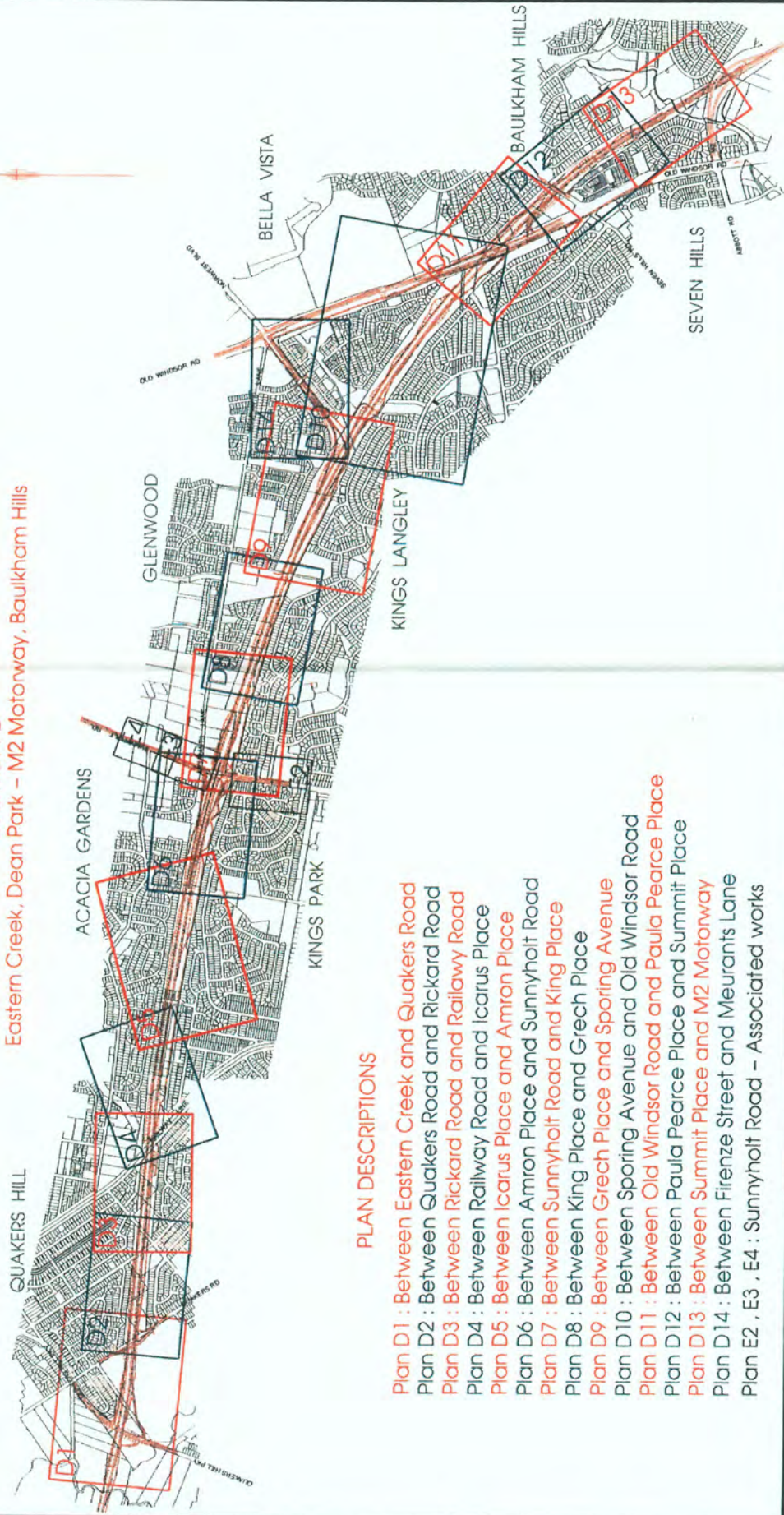
R.T.A.	
COUNCIL	
PLANNING nsw	
PUBLIC ROAD	
SRA	
PRIVATE	



WESTERN SYDNEY ORBITAL PROPOSAL

SECTION D

Eastern Creek, Dean Park – M2 Motorway, Baulkham Hills



PLAN DESCRIPTIONS

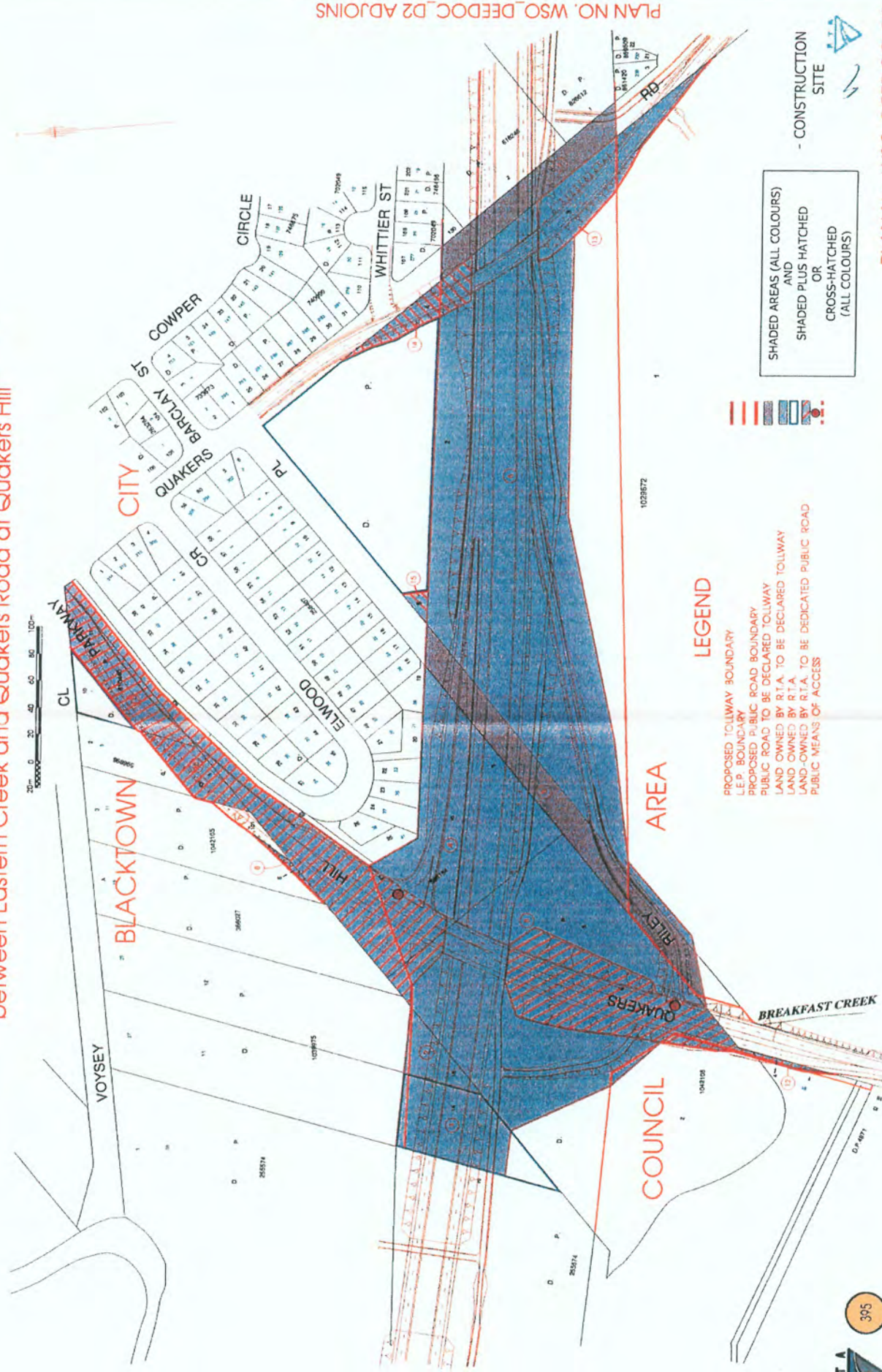
- Plan D1 : Between Eastern Creek and Quakers Road
- Plan D2 : Between Quakers Road and Rickard Road
- Plan D3 : Between Rickard Road and Railway Road
- Plan D4 : Between Railway Road and Icarus Place
- Plan D5 : Between Icarus Place and Amron Place
- Plan D6 : Between Amron Place and Sunnyholt Road
- Plan D7 : Between Sunnyholt Road and King Place
- Plan D8 : Between King Place and Grech Place
- Plan D9 : Between Grech Place and Sporing Avenue
- Plan D10 : Between Sporing Avenue and Old Windsor Road
- Plan D11 : Between Old Windsor Road and Paula Pearce Place
- Plan D12 : Between Paula Pearce Place and Summit Place
- Plan D13 : Between Summit Place and M2 Motorway
- Plan D14 : Between Firenze Street and Meurants Lane
- Plan E2 , E3 , E4 : Sunnyholt Road – Associated works



PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Eastern Creek and Quakers Road at Quakers Hill

SECTION D



PLAN NO. WSO_DEEDOC_C10 ADJONS

PLAN NO. WSO_DEEDOC_D2 ADJONS

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LEP BOUNDARY
- PROPOSED PUBLIC ROAD BOUNDARY
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
- LAND OWNED BY R.T.A. TO BE DEDICATED PUBLIC ROAD
- PUBLIC MEANS OF ACCESS



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



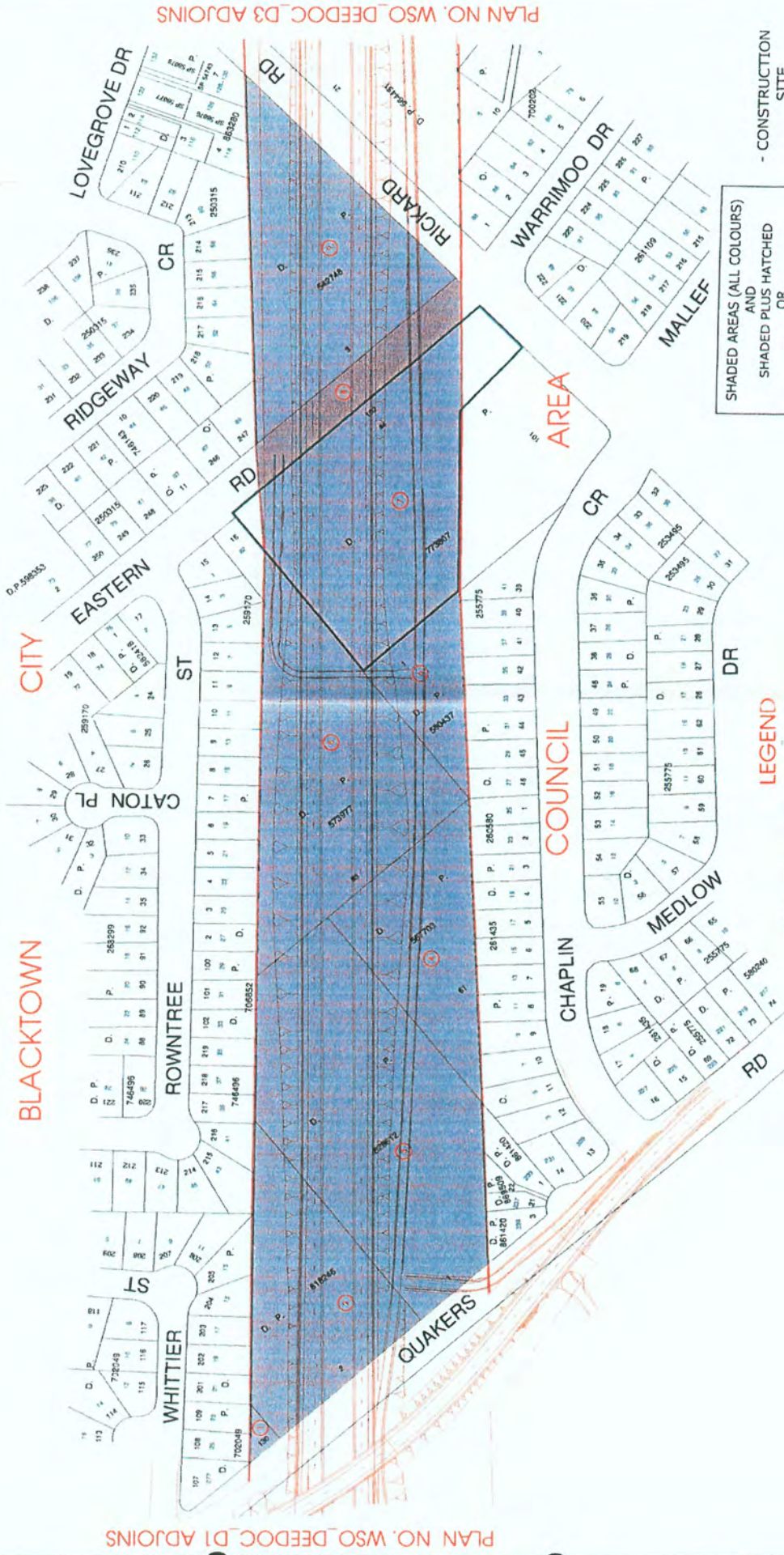
PLAN No. WSO_DEEDOC_D1



PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Quakers Road and Rickard Road at Quakers Hill

SECTION D



PLAN NO. WSO_DEEDOC_D1 ADJOINS

PLAN NO. WSO_DEEDOC_D3 ADJOINS



395

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



PROPOSED TOLLWAY BOUNDARY
LAND OWNED BY RTA
LAND OWNED BY RTA TO BE DECLARED TOLLWAY
PUBLIC ROAD TO BE DECLARED TOLLWAY

LEGEND



PLAN No. WSO_DEEDOC_D2

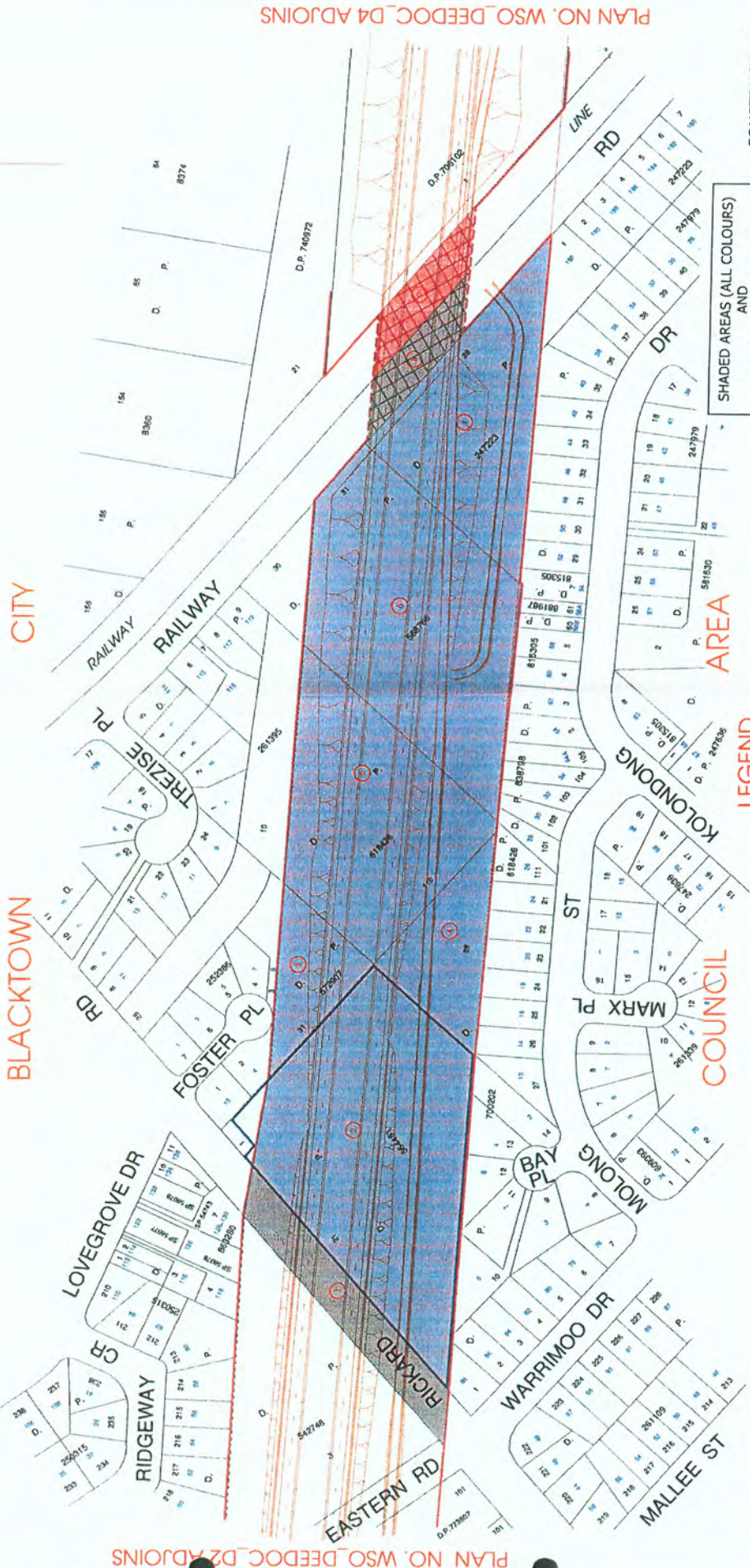


FIMS

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway
between Rickard Road and Railway Road at Quakers Hill

SECTION D



PLAN NO. WSO_DEEDOC_D2 ADJOINS

PLAN NO. WSO_DEEDOC_D4 ADJOINS

BLACKTOWN

CITY

COUNCIL

AREA

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED TOLLWAY BOUNDARY IN STRATUM
- LAND OWNED BY R.T.A.
- LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM
- LAND TO BE ACQUIRED FROM S.R.A. IN STRATUM

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_D3

DATED
24TH JULY 2002

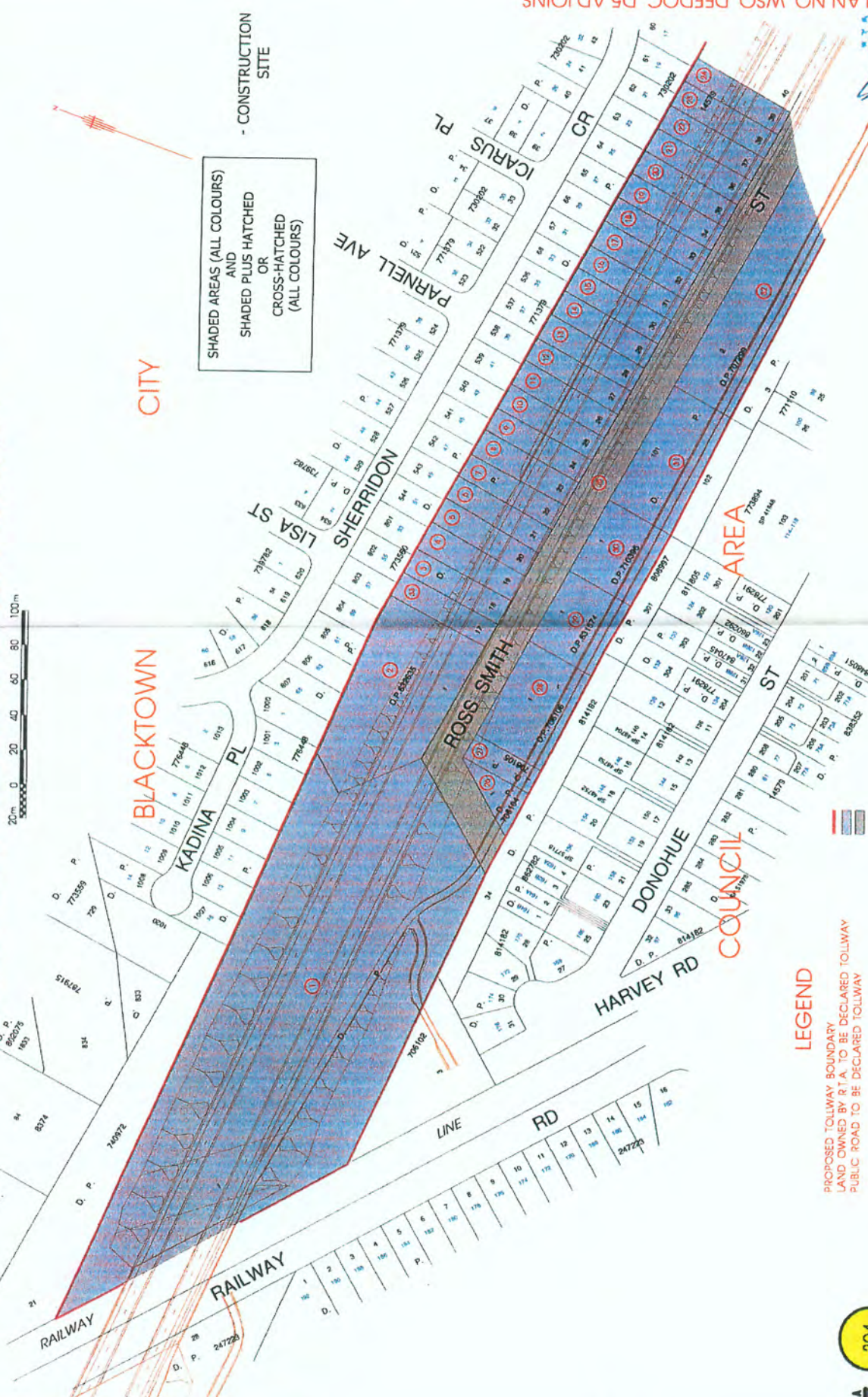
PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Railway Road and Icarus Place at Quakers Hill

SECTION D

PLAN NO. WSO_DEEDOC_D3 ADJOINS

PLAN NO. WSO_DEEDOC_D5 ADJOINS



BLACKTOWN

CITY

COUNCIL AREA

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION SITE

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY

394



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PLAN No. WSO_DEEDOC_D4

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Icarus Place, Quakers Hill and Amron Place at Acacia Gardens

SECTION D



BLACKTOWN

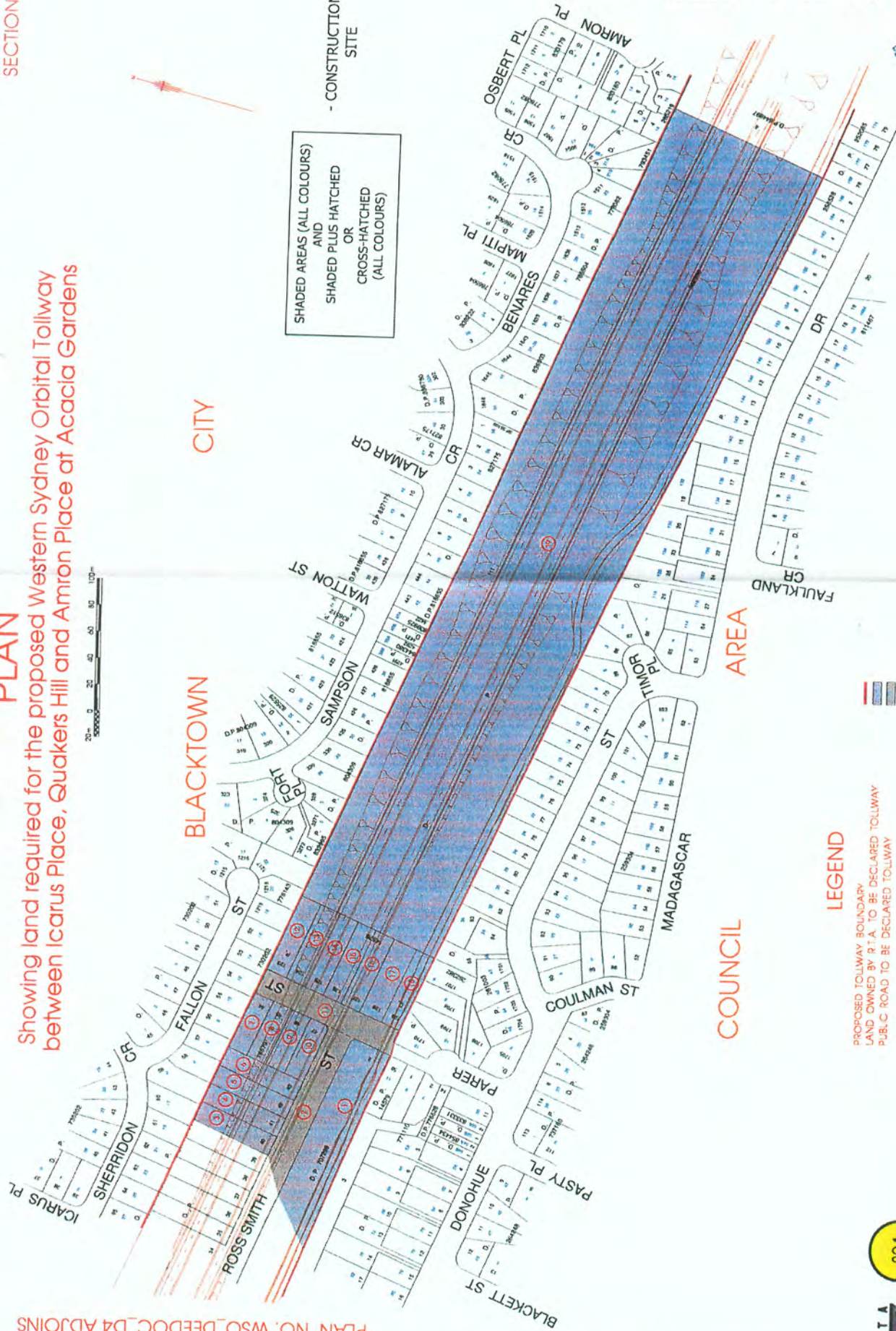
CITY

COUNCIL

AREA

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



LEGEND
PROPOSED TOLLWAY BOUNDARY
LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
PUBLIC ROAD TO BE DECLARED TOLLWAY



394



DATED
21st October 2002

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Amron Place and Sunnholt Road (M.R. 642) at Acacia Gardens

SECTION D

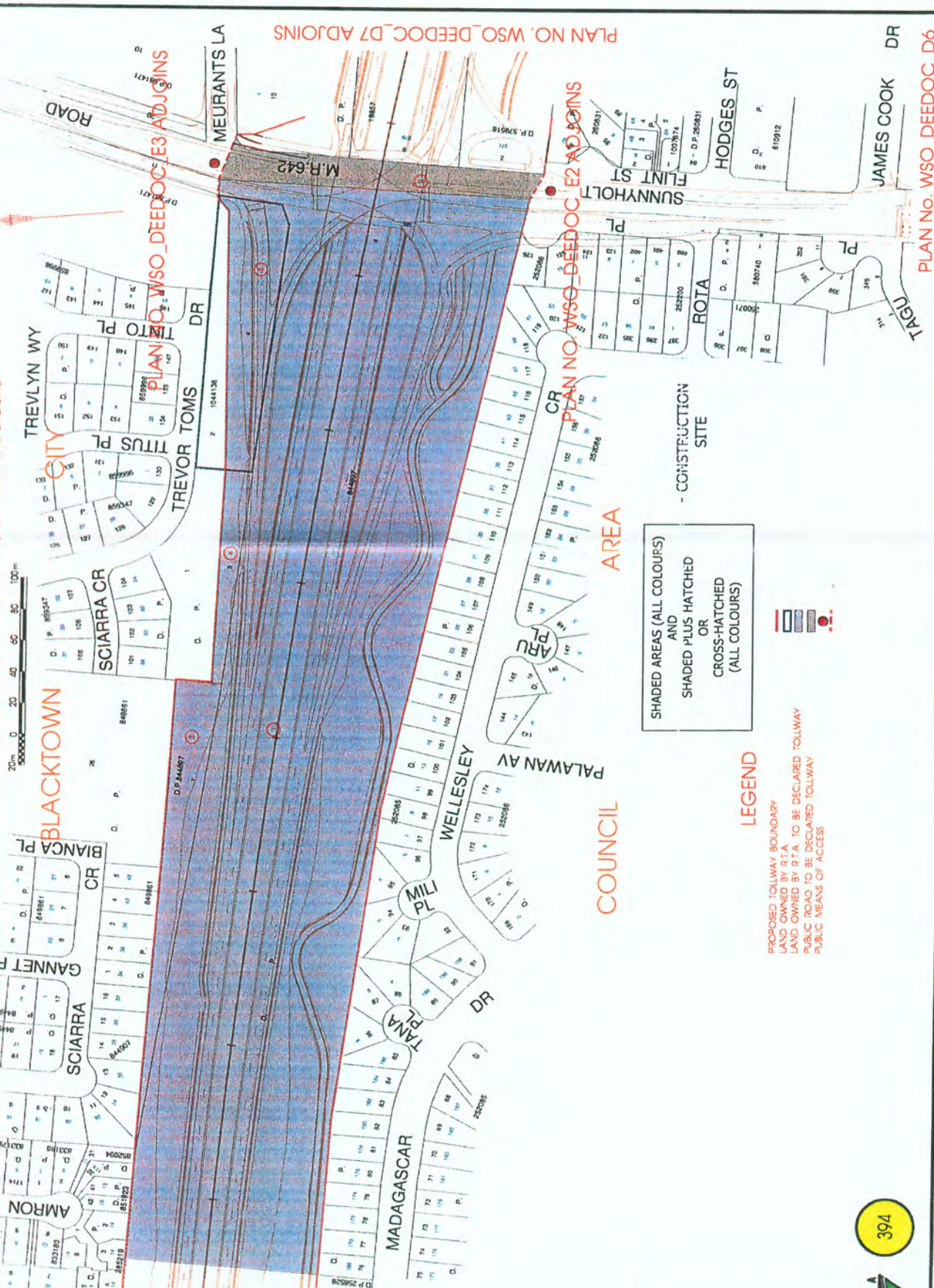
PLAN NO. WSO_DEEDOC_D5 ADJOINS

PLAN NO. WSO_DEEDOC_D7 ADJOINS

PLAN NO. WSO_DEEDOC_E3 ADJOINS

PLAN NO. WSO_DEEDOC_E2 ADJOINS

PLAN NO. WSO_DEEDOC_D6



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)



LEGEND

PROPOSED TOLLWAY BOUNDARY
LAND OWNED BY RTA
LAND OWNED BY RTA TO BE DECLARED TOLLWAY
PUBLIC ROAD TO BE DECLARED TOLLWAY
PUBLIC MEANS OF ACCESS

394



DATED
6th SEPTEMBER 2002

PLAN

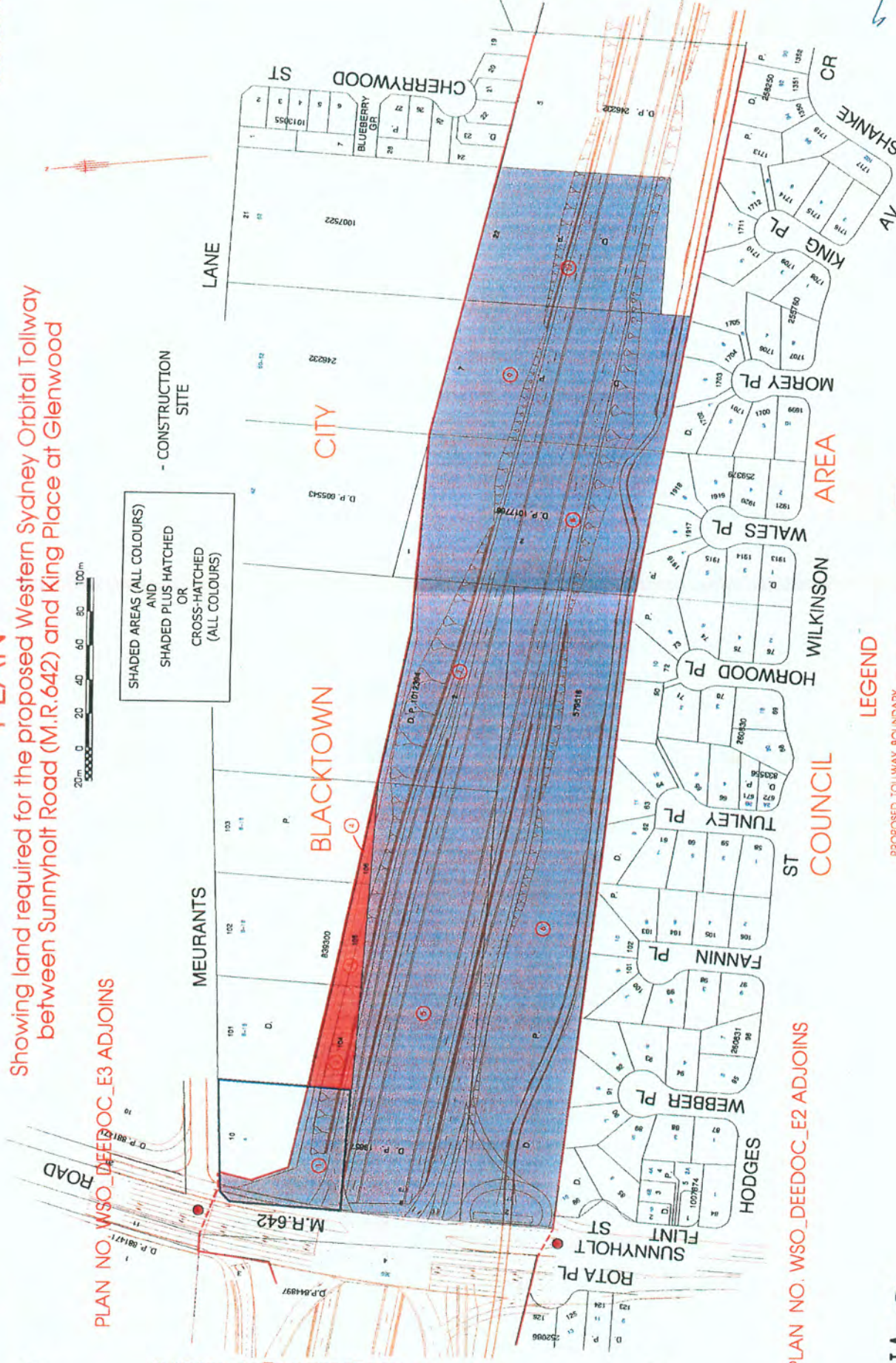
SECTION D

Showing land required for the proposed Western Sydney Orbital Tollway between Sunnyholt Road (M.R.642) and King Place at Glenwood

PLAN NO. WSO_DEEDOC_E3 ADJOINS

PLAN NO. WSO_DEEDOC_E2 ADJOINS

PLAN NO. WSO_DEEDOC_D8 ADJOINS



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



LEGEND

PROPOSED TOLLWAY BOUNDARY
LAND OWNED BY RTA TO BE DECLARED TOLLWAY
LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR TOLLWAY
LAND OWNED BY RTA



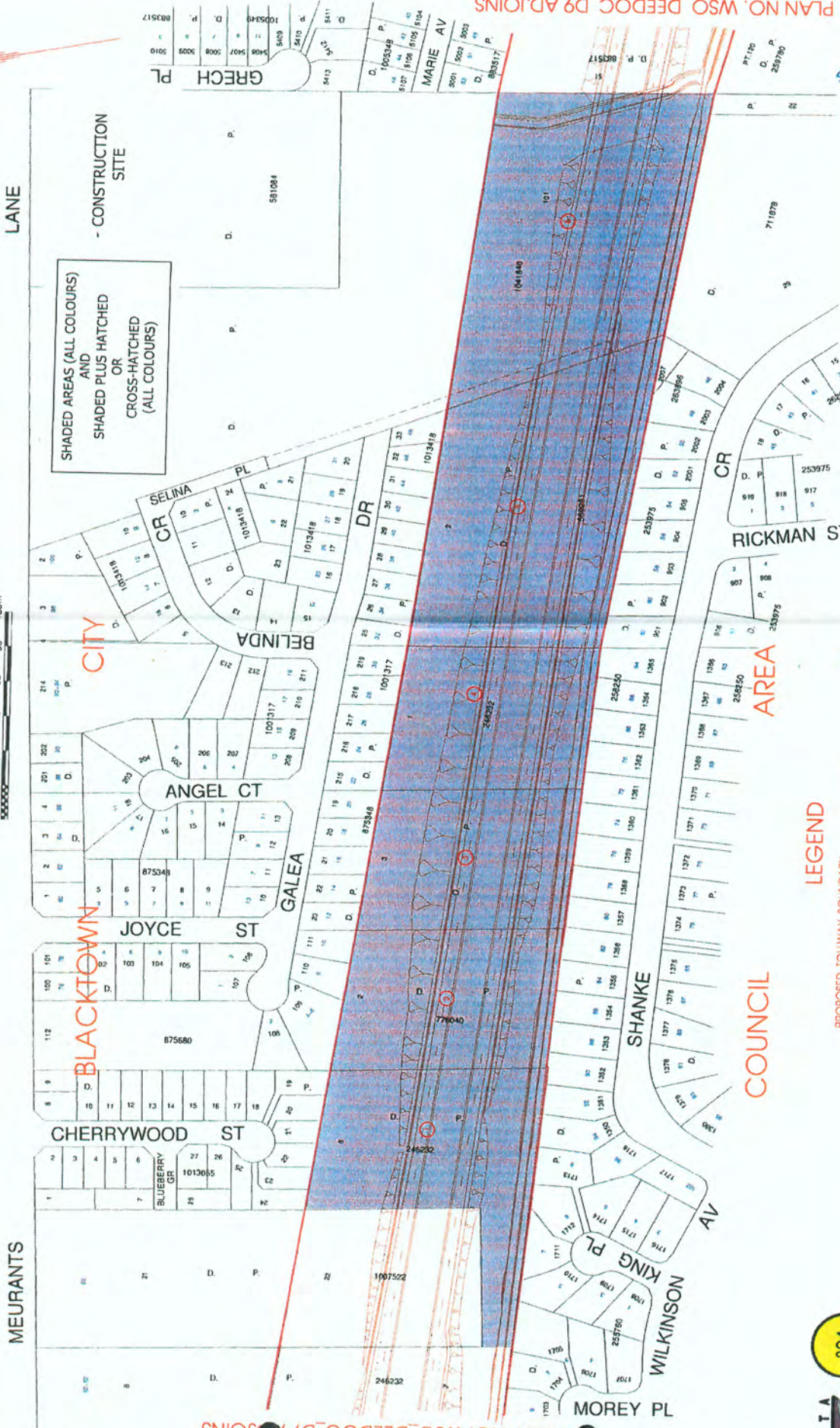
PLAN No. WSO_DEEDOC_D7

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway
between King Place and Grech Place at Glenwood

SECTION D

LANE



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

LEGEND

PROPOSED TOLLWAY BOUNDARY
LAND OWNED BY RTA TO BE DECLARED TOLLWAY

394



PLAN NO. WSO_DEEDOC_D7 ADJOINS

PLAN NO. WSO_DEEDOC_D9 ADJOINS

PLAN No. WSO_DEEDOC_D8

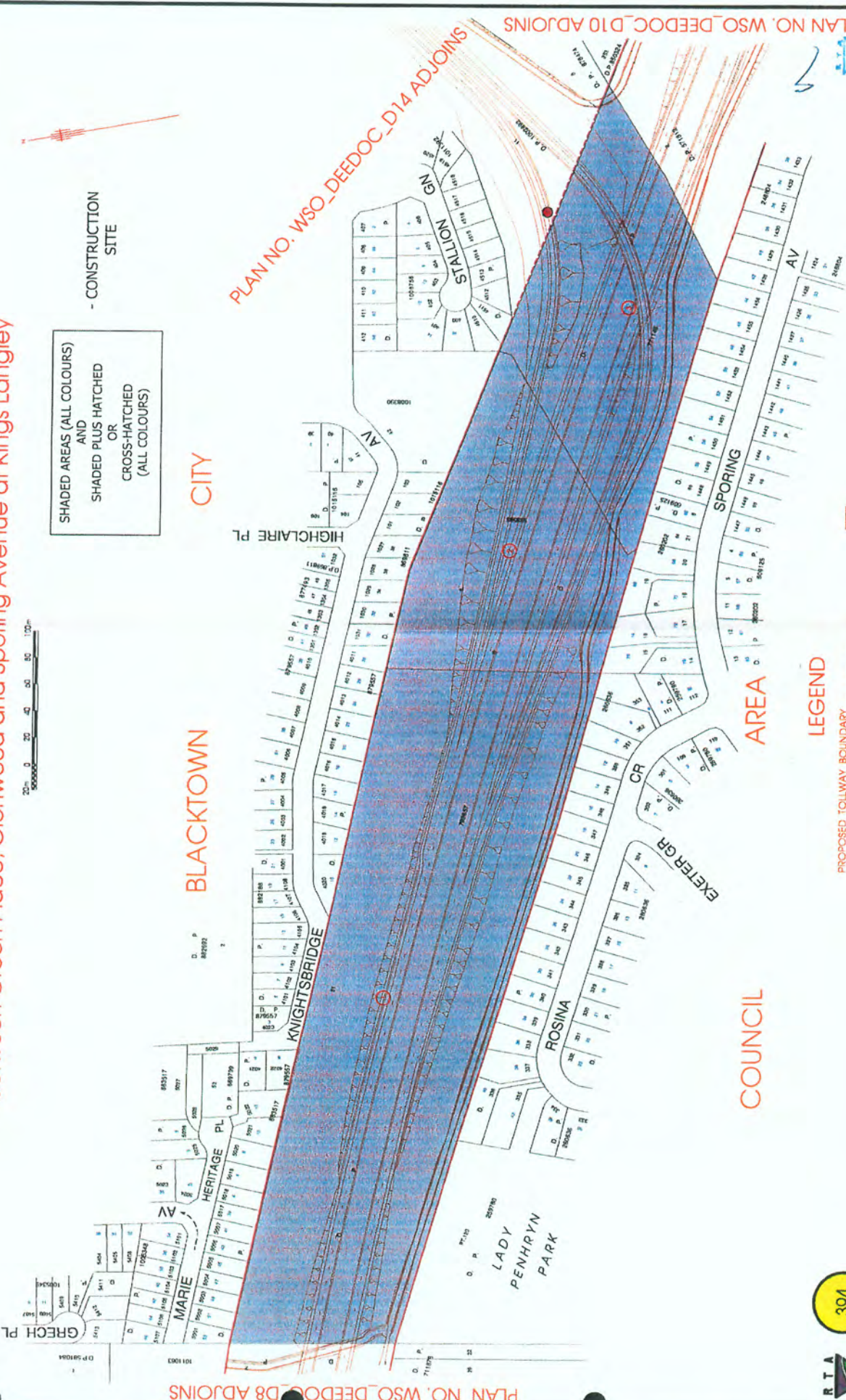


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PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Grech Place, Glenwood and Spring Avenue at Kings Langley

SECTION D



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

BLACKTOWN

CITY

COUNCIL

AREA

LEGEND

PROPOSED TOLLWAY BOUNDARY
LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY
PUBLIC MEANS OF ACCESS

394



PLAN NO. WSO_DEEDOC_D9

PLAN NO. WSO_DEEDOC_D10 ADJOINS

PLAN NO. WSO_DEEDOC_D8 ADJOINS

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Sporing Avenue and Old Windsor Road (M.R.635) at Kings Langley

SECTION D

PLAN NO. WSO_DEEDOC_D9 ADJOINS

PLAN NO. WSO_DEEDOC_D11 ADJOINS

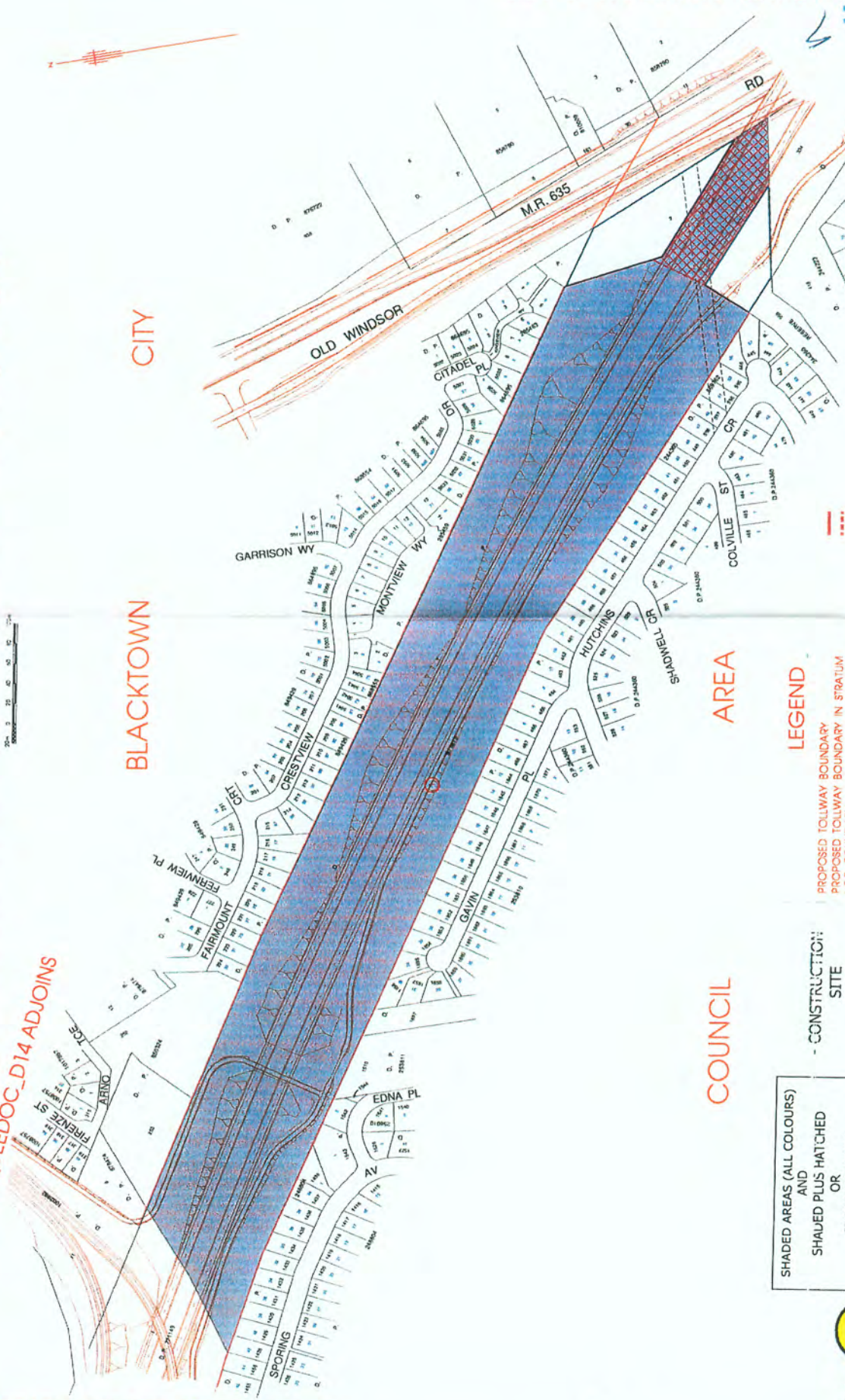


BLACKTOWN

CITY

COUNCIL

AREA



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION SITE

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED TOLLWAY BOUNDARY IN STRATUM
- LEP BOUNDARY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY IN STRATUM
- LAND OWNED BY RTA

199

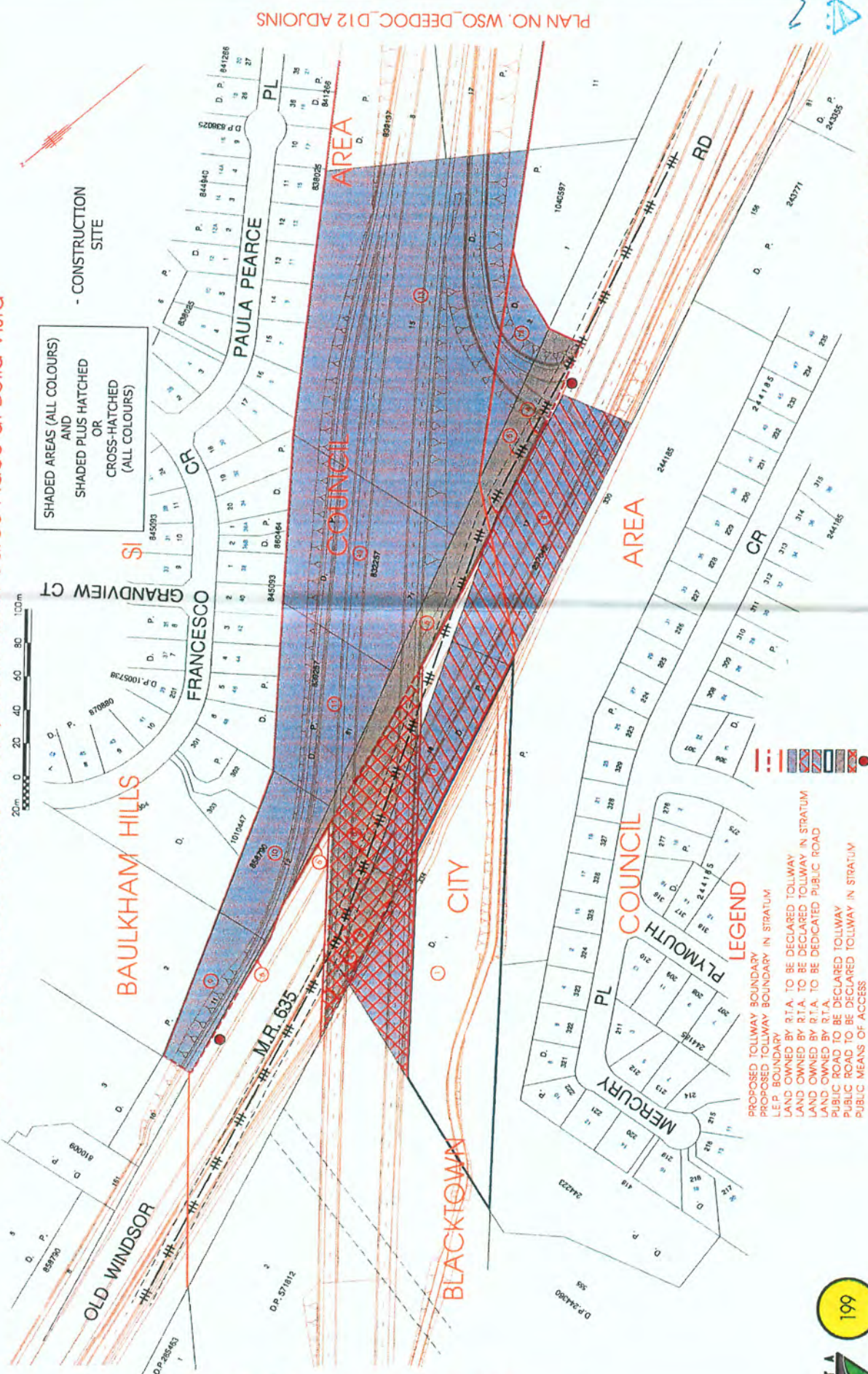


PLAN NO. WSO_DEEDOC_D10

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Old Windsor Road (M.R.635) and Paula Pearce Place at Bella Vista

SECTION D



SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE

LEGEND

- PROPOSED TOLLWAY BOUNDARY IN STRATUM
- PROPOSED TOLLWAY BOUNDARY IN STRATUM
- LEP BOUNDARY
- LAND OWNED BY RTA. TO BE DECLARED TOLLWAY
- LAND OWNED BY RTA. TO BE DECLARED TOLLWAY IN STRATUM
- LAND OWNED BY RTA. TO BE DEDICATED PUBLIC ROAD
- LAND OWNED BY RTA.
- PUBLIC ROAD TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY IN STRATUM
- PUBLIC MEANS OF ACCESS

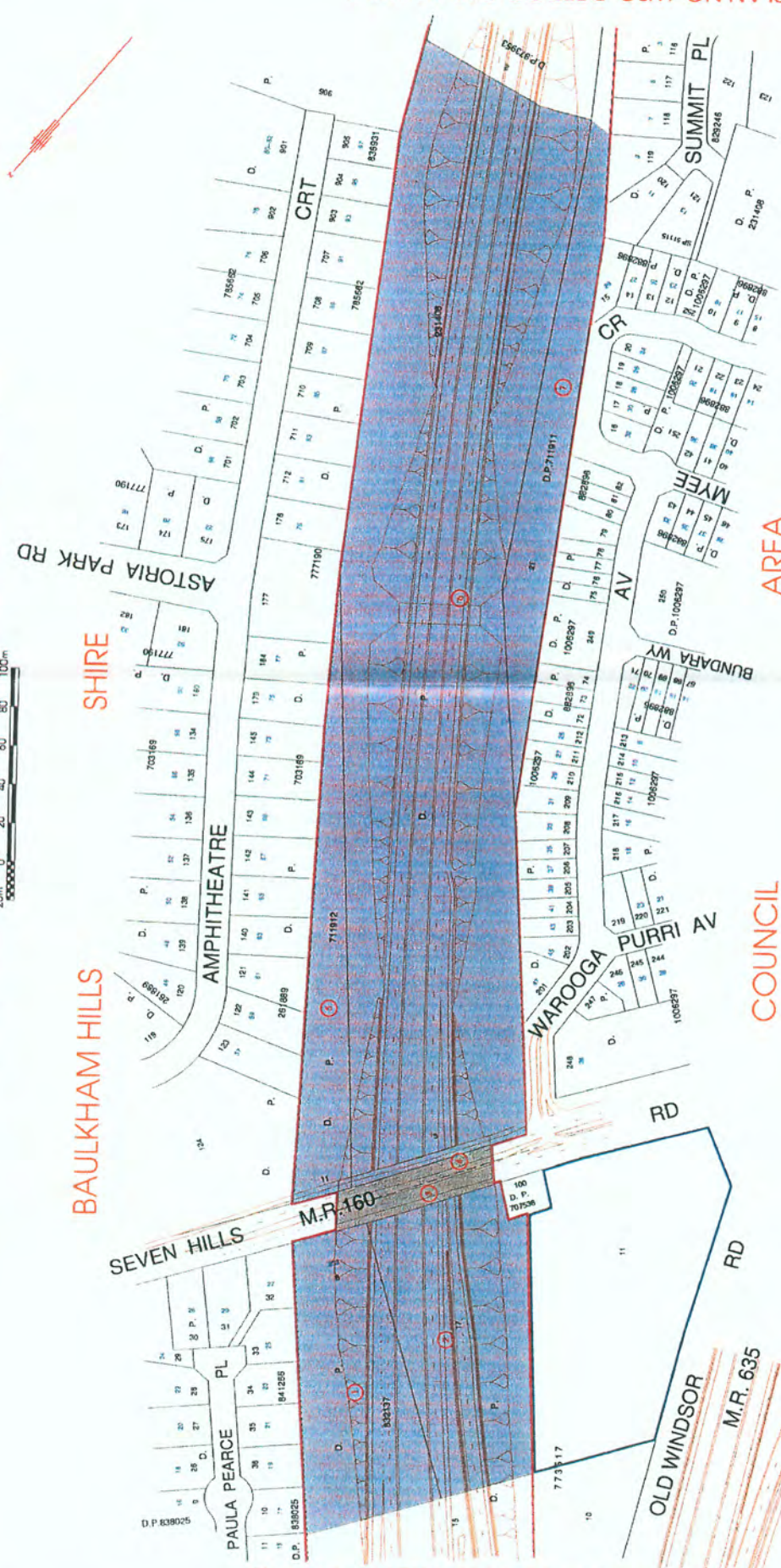


DATED
24TH JULY 2002

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Paula Pearce Place and Summit Place at Baulkham Hills

SECTION D



PLAN NO. WSO_DEEDOC_D11 ADJONS

PLAN NO. WSO_DEEDOC_D13 ADJONS

BAULKHAM HILLS

SHIRE

COUNCIL

AREA

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- LAND OWNED BY RTA
- LAND OWNED BY RTA TO BE DECLARED TOLLWAY
- PUBLIC ROAD TO BE DECLARED TOLLWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE

199



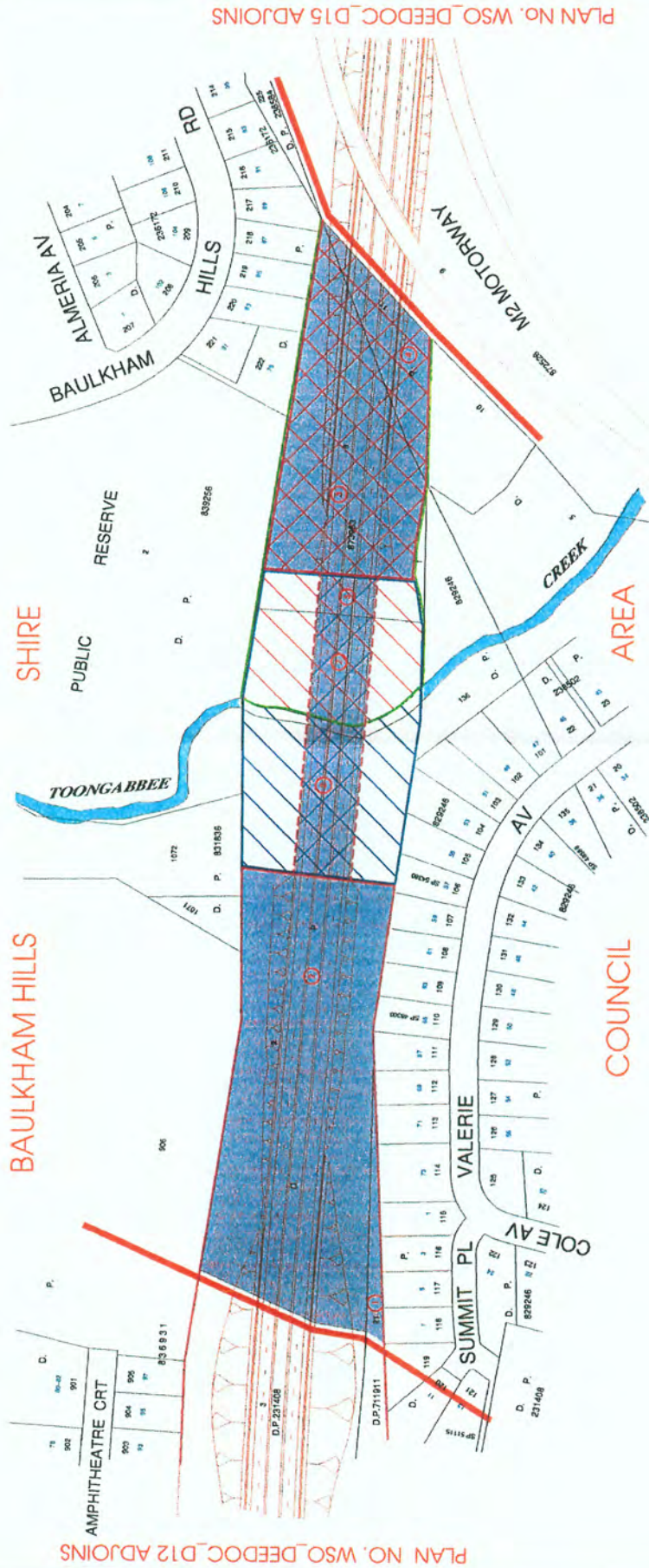
PIMS

PLAN No. WSO_DEEDOC_D12

PLAN

Showing land required for the proposed Western Sydney Orbital Tollway between Summit Place and M2 Motorway at Baulkham Hills

SECTION D



PLAN NO. WSO_DEEDOC_D12 ADJONS

PLAN NO. WSO_DEEDOC_D15 ADJONS

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED TOLLWAY BOUNDARY IN STRATUM LAND OWNED BY R.T.A. TO BE DECLARED TOLLWAY AND AVAILABLE FOR DISPOSAL UNDER PROPOSED TOLLWAY (WSO)
- EXISTING TOLLWAY TO BE RE-DECLARED TOLLWAY (WSO) AND TO BE DE-PROCLAIMED AND DISPOSED OF UNDER NEW TOLLWAY AND OWNED BY R.T.A. AVAILABLE FOR DISPOSAL
- EXISTING TOLLWAY TO BE DE-PROCLAIMED AND AVAILABLE FOR DISPOSAL
- SHADDED AREAS (ALL COLOURS) AND SHADDED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



PLAN No. WSO_DEEDOC_D13

DATED
24TH JULY 2002

PLAN

Showing land required for the proposed Controlled Access Road
between Stallion Garden and Old Windsor Road (M.R.635) at Glenwood



SECTION D

OLD WINDSOR RD
M.R.635

MEURANTS
LANE

GREENHILL

BLACKTOWN

CITY

CHANTI
CT

KNIGHTSBRIDGE
AV

DR

STALLION
GN

ST

FRENZE

PL

ETRUSCAN
CT

COUNCIL

AREA

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

LEGEND

- PROPOSED TOLLWAY BOUNDARY
- PROPOSED CONTROLLED ACCESS ROAD (C.A.R.) BOUNDARY
- LAND OWNED BY RTA TO BE DECLARED C.A.R.
- PUBLIC ROAD TO BE DECLARED C.A.R.
- PUBLIC MEANS C.A. ACCESS



107



PLAN NO. WSO_DEEDOC_D9 ADJOINING

PLAN No. WSO_DEEDOC_D14



PIMS

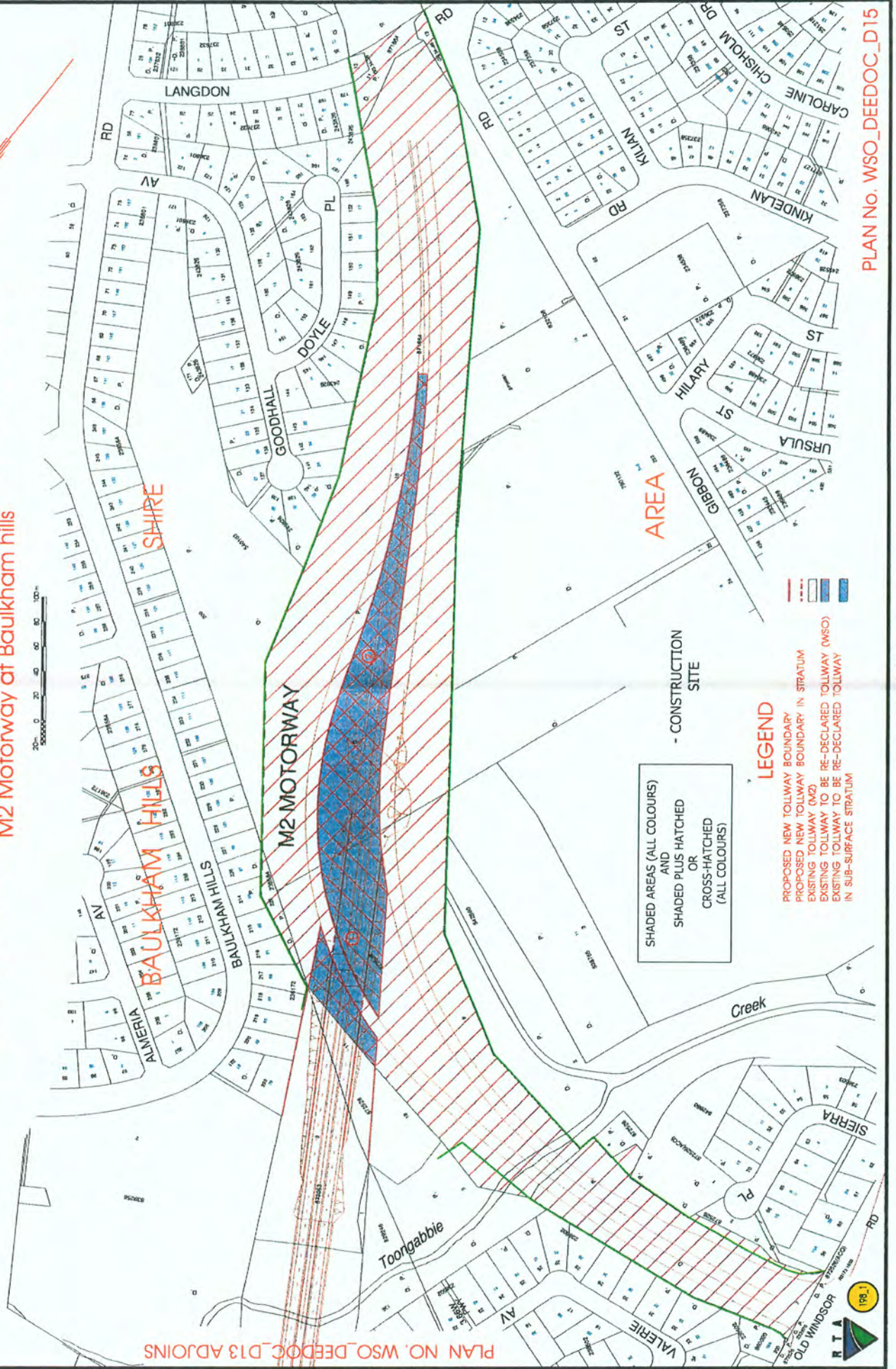
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PLAN

Showing land required for the proposed Western Sydney Orbital Tollway
M2 Motorway at Baukham hills

SECTION D

DATED
23rd January 2003



PLAN NO. WSO_DEEDOC_D15 ADJOINS

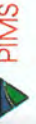
SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

LEGEND

- PROPOSED NEW TOLLWAY BOUNDARY IN STRATUM
- PROPOSED NEW TOLLWAY BOUNDARY IN STRATUM
- EXISTING TOLLWAY (M2)
- EXISTING TOLLWAY TO BE RE-DECLARED TOLLWAY (WSO)
- EXISTING TOLLWAY TO BE RE-DECLARED TOLLWAY IN SUB-SURFACE STRATUM

PLAN No. WSO_DEEDOC_D15



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PART IMAGE : wso_deedoc_d15.dwg

DATE : 23-JAN-2003

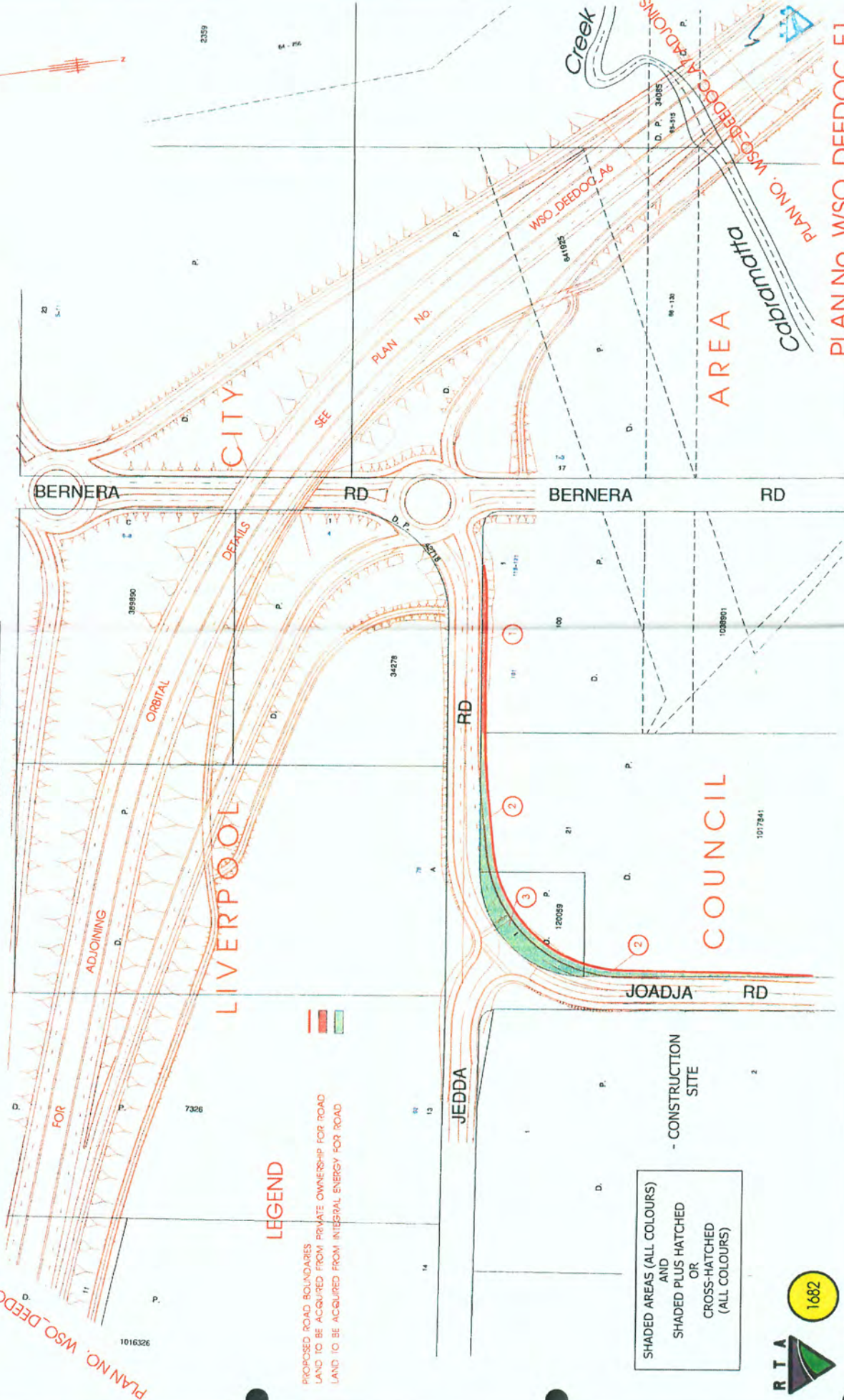


DATED
21st November 2002

PLAN

Showing land required for the proposed Western Sydney Orbital associated works
along Jezza Rd and Joadja Rd, Hoxton Park

PLAN No. WSO_DEEDOC_A5 ADJOINING



LEGEND

- PROPOSED ROAD BOUNDARIES
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD
- LAND TO BE ACQUIRED FROM INTEGRAL ENERGY FOR ROAD

- SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)
- CONSTRUCTION SITE

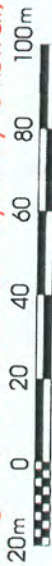


PLAN No. WSO_DEEDOC_E1

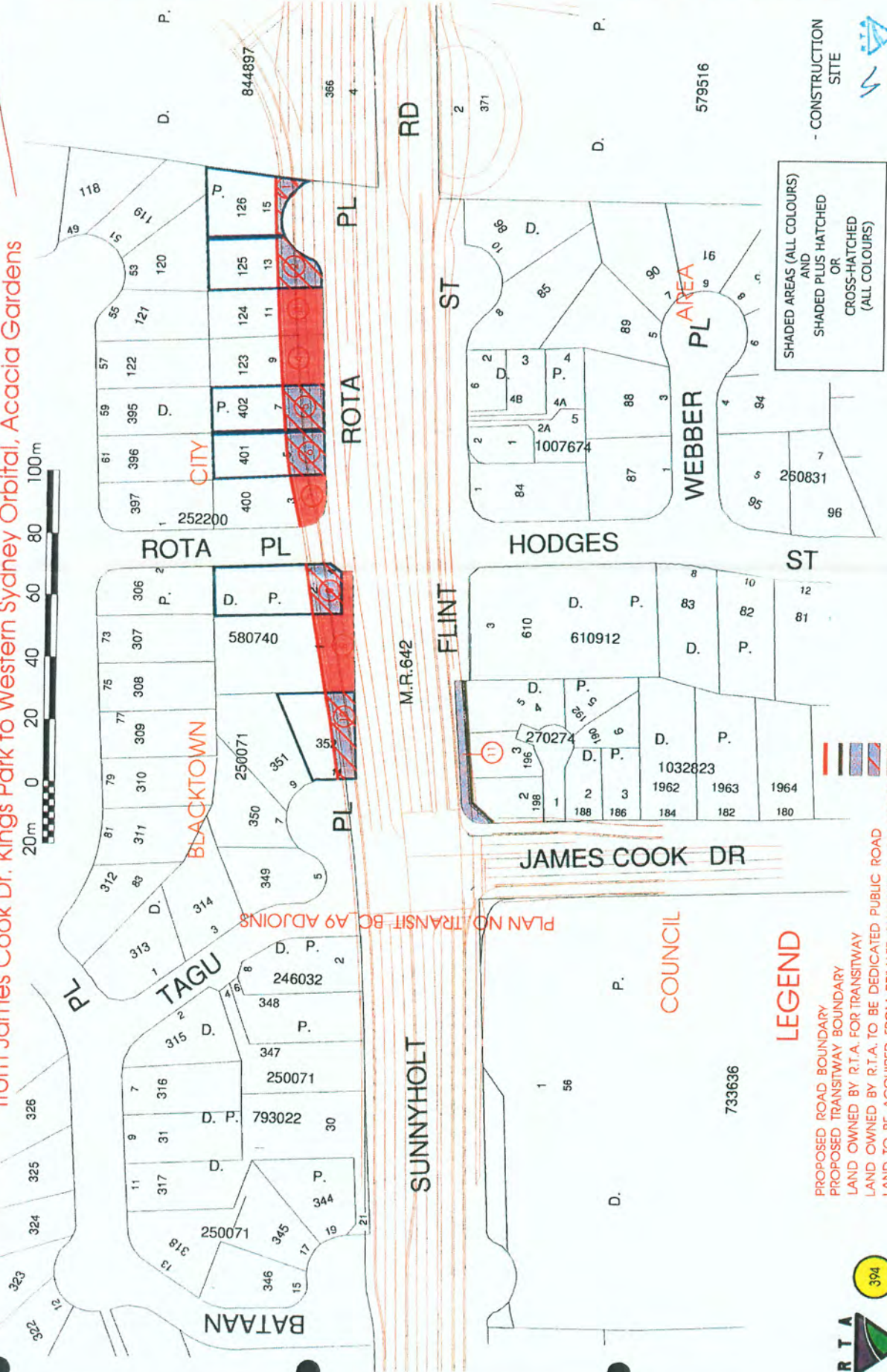
DATED
21st October 2002

PLAN

Showing land required for the proposed Western Sydney Orbital associated works & Transitway from James Cook Dr. Kings Park to Western Sydney Orbital, Acacia Gardens



PLAN NO. WSO_DEEDOC_D7 ADJOINS --- PLAN NO. WSO_DEEDOC_D6 ADJOINS



- PROPOSED ROAD BOUNDARY
- PROPOSED TRANSITWAY BOUNDARY
- LAND OWNED BY R.T.A. FOR TRANSITWAY
- LAND OWNED BY R.T.A. TO BE DEDICATED PUBLIC ROAD
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD
- R.T.A. OWNED LAND

LEGEND

- CONSTRUCTION SITE

SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)



394

PLAN No. WSO_DEEDOC_E2

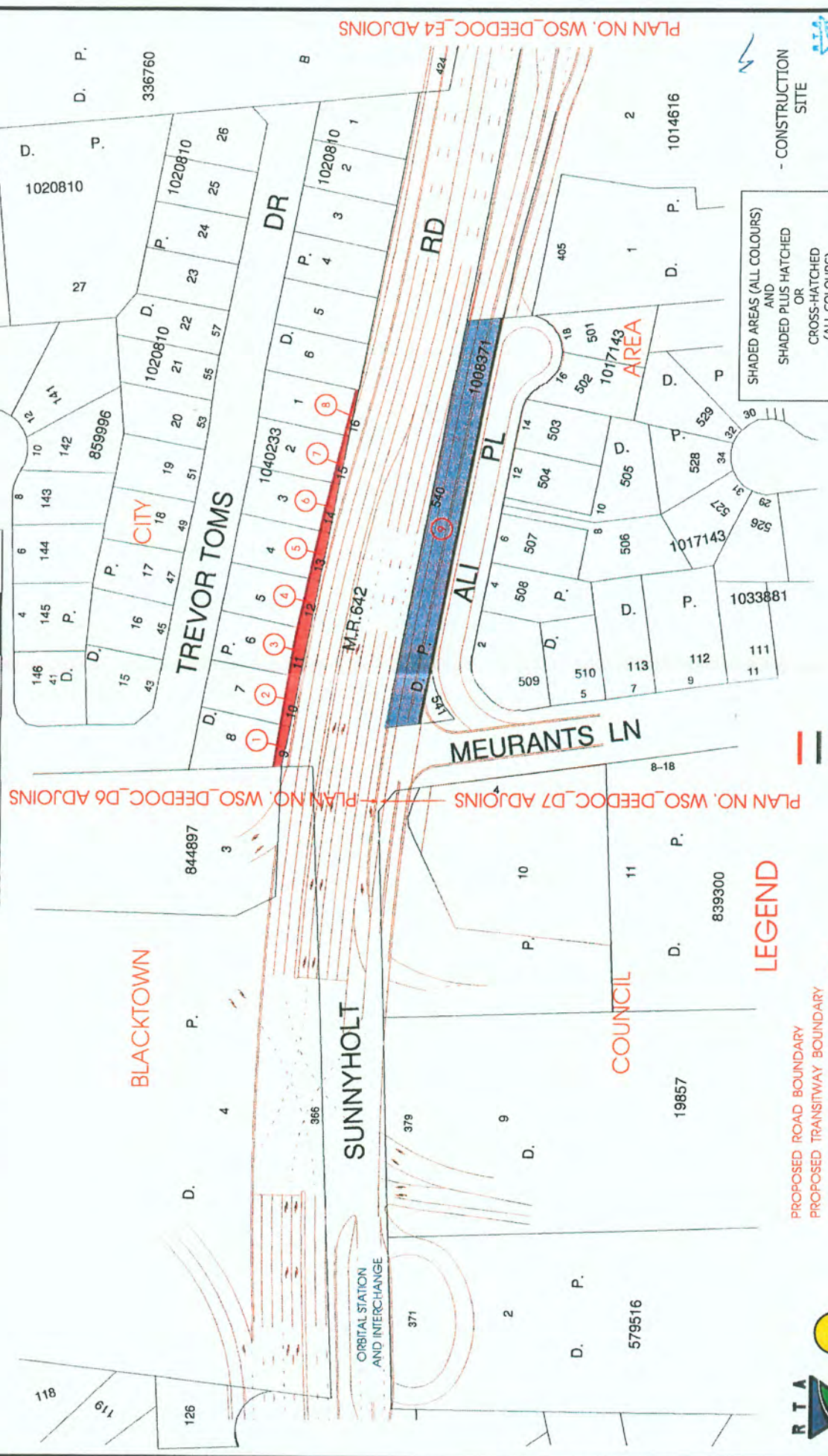


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DATED
23 January 2003

PLAN

Showing land required for the proposed Western Sydney Orbital associated works & Transitway from Western Sydney Orbital, Acacia Gardens to near Meurants In, Glenwood



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

PROPOSED ROAD BOUNDARY
PROPOSED TRANSITWAY BOUNDARY
LAND ACQUIRED BY R.T.A. FOR TRANSITWAY
LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD



304

PLAN NO. WSO_DEEDOC_E4 ADJOINS

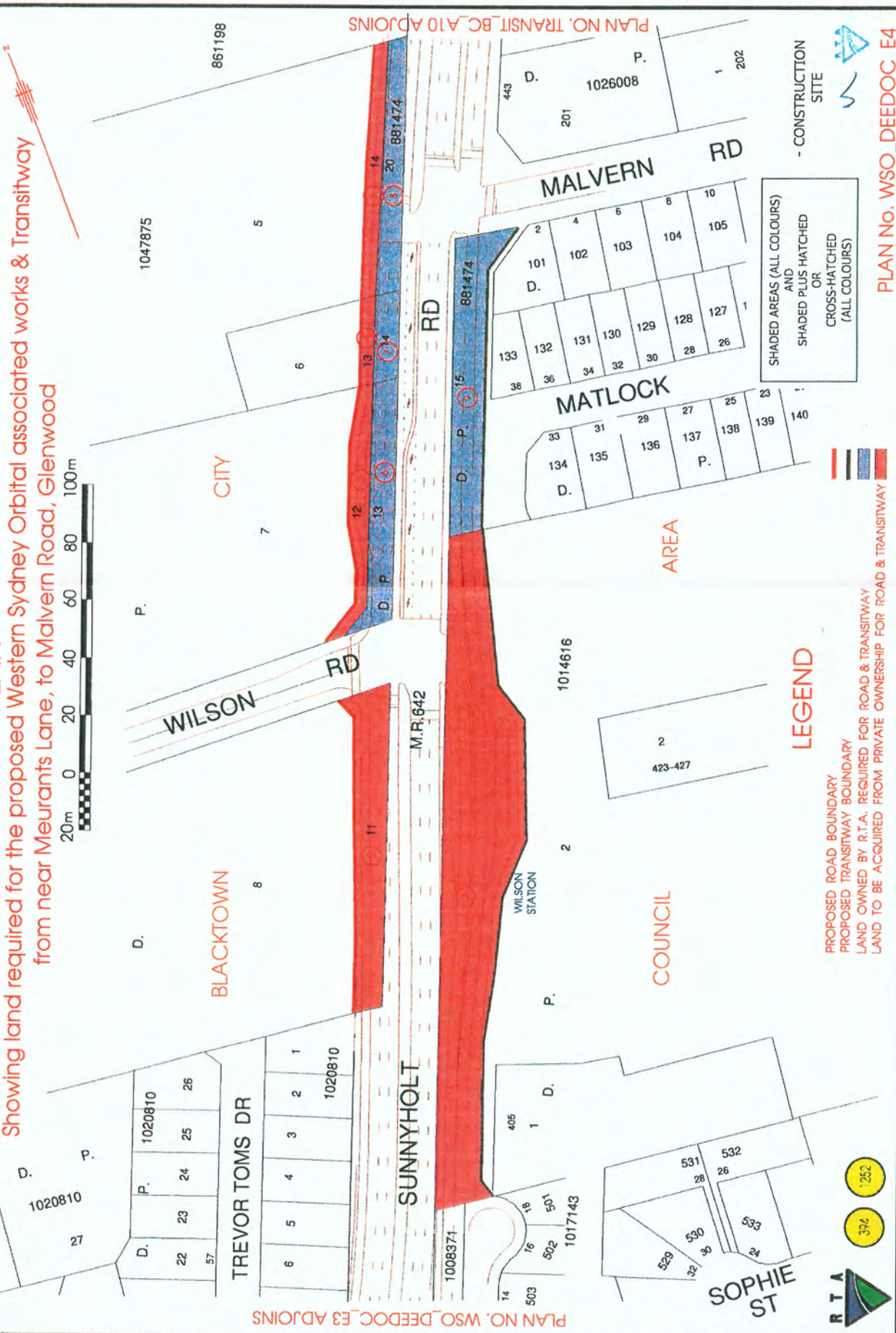
PLAN NO. WSO_DEEDOC_D7 ADJOINS

PLAN NO. WSO_DEEDOC_E4 ADJOINS

PLAN No. WSO_DEEDOC_E3

DATED 23rd January 2003

PLAN Showing land required for the proposed Western Sydney Orbital associated works & Transitway from near Meurants Lane, to Malvern Road, Glenwood



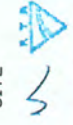
PLAN NO. WSO_DEEDOC_E3 ADJOINS

PLAN NO. TRANSIT_BC_A10 ADJOINS

LEGEND

- PROPOSED ROAD BOUNDARY
- PROPOSED TRANSITWAY BOUNDARY
- LAND OWNED BY R.T.A. REQUIRED FOR ROAD & TRANSITWAY
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD & TRANSITWAY

- SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS)
- CONSTRUCTION SITE



324 325

PLAN No. WSO_DEEDOC_E4

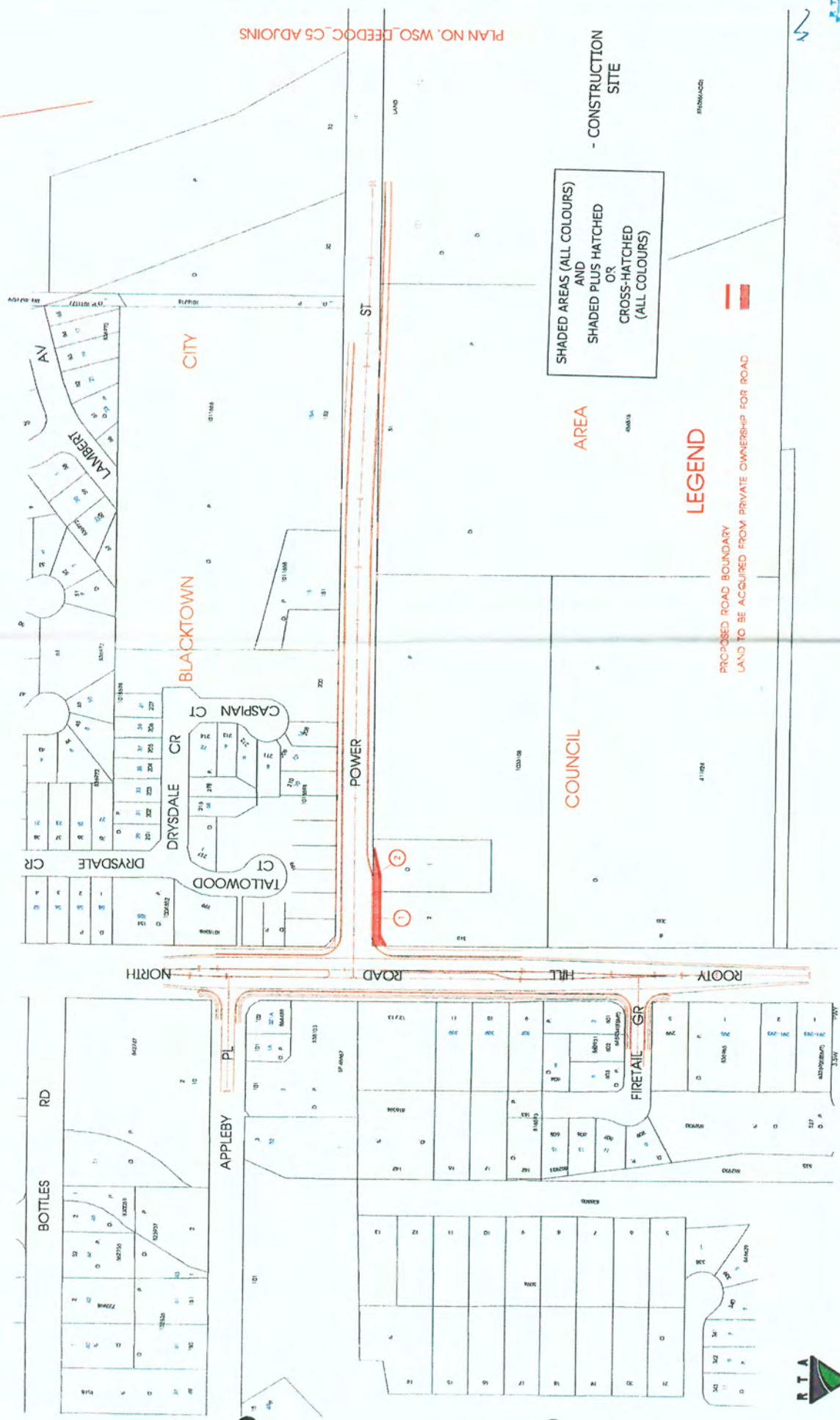


PIMS

DATED
24th JULY 2022

PLAN

Showing land required for the proposed Western Sydney Orbital associated works at Rooty Hill Road North and Power Street, Plumpton



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

LEGEND

PROPOSED ROAD BOUNDARY
LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD

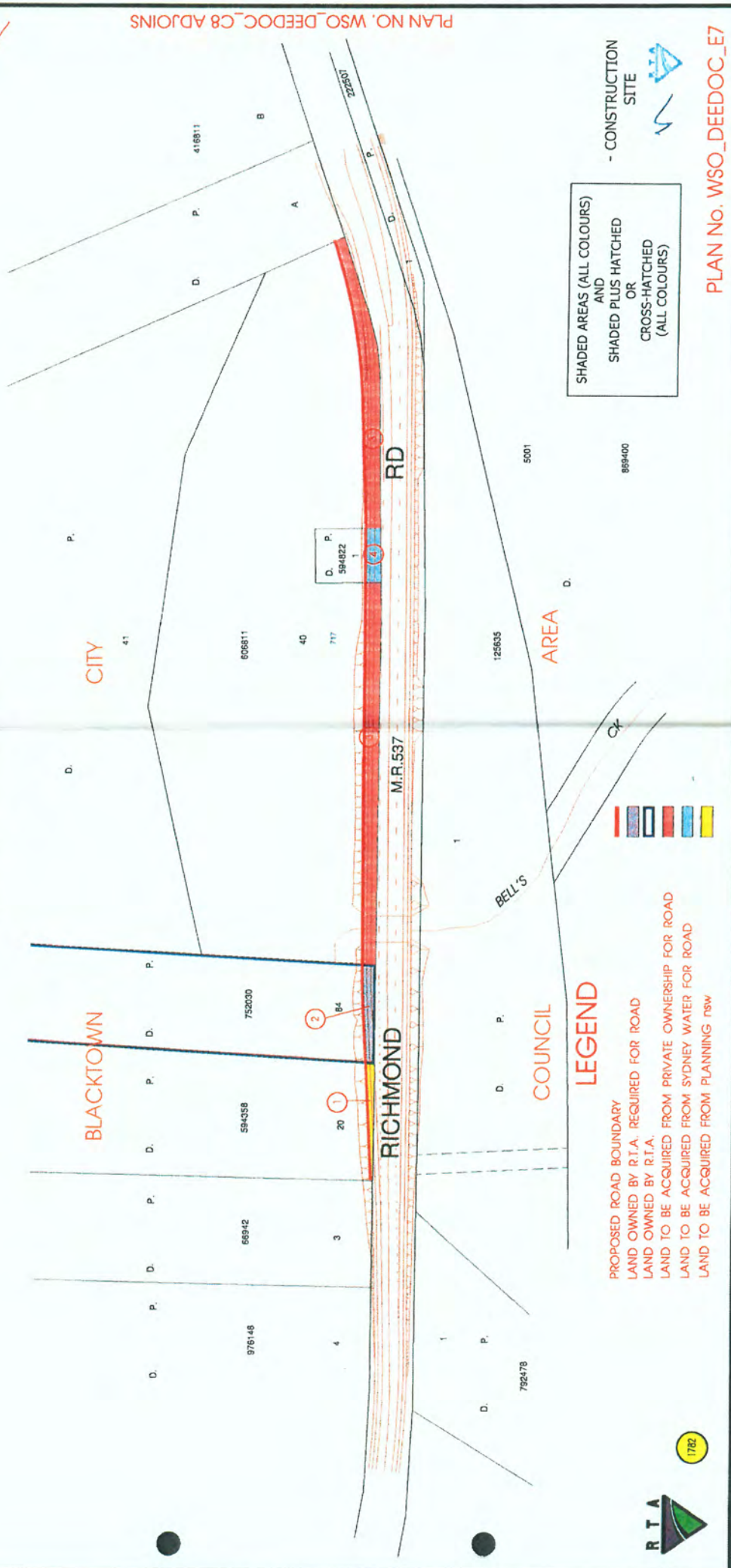
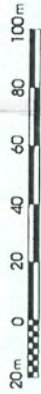
PLAN No. WSO_DEEDOC_E5



PIMS

DATED
4th November 2002

PLAN
Showing land required for the proposed Western Sydney Orbital associated works
along Richmond Road, Colebee



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



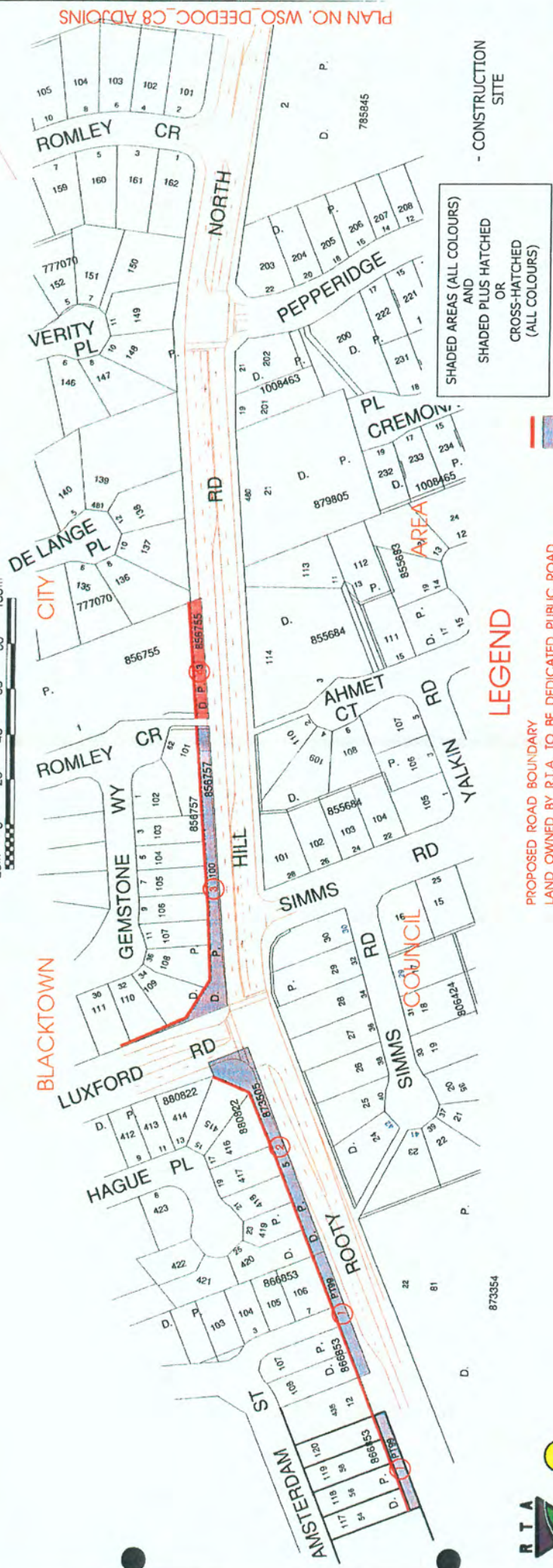
LEGEND

- PROPOSED ROAD BOUNDARY
- LAND OWNED BY R.T.A. REQUIRED FOR ROAD
- LAND OWNED BY R.T.A.
- LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD
- LAND TO BE ACQUIRED FROM SYDNEY WATER FOR ROAD
- LAND TO BE ACQUIRED FROM PLANNING NSW

PLAN No. WSO_DEEDOC_E7

DATED
21st October 2002

PLAN
Showing land required for the proposed Western Sydney Orbital associated works
along Rooty Hill Road North, Oakhurst



SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE

LEGEND

PROPOSED ROAD BOUNDARY
LAND OWNED BY R.T.A. TO BE DEDICATED PUBLIC ROAD
LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD



62

PLAN No. WSO_DEEDOC_E8

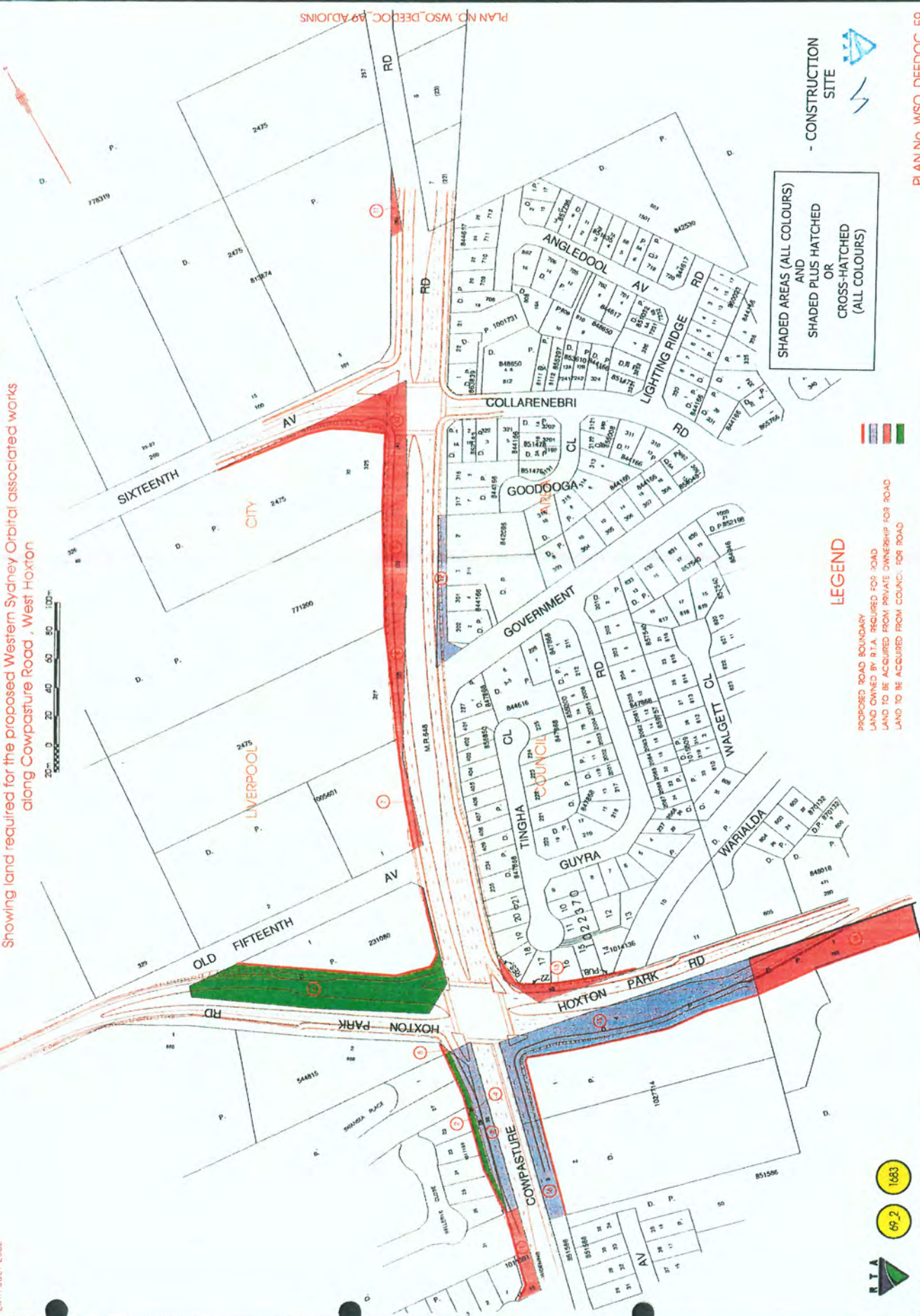
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PLAN No. WSO_DEEDOC_C8 ADJOINS

DATED
24th JULY 2002

PLAN
Showing land required for the proposed Western Sydney Orbital associated works
along Cowpasture Road, West Hoxton



PLAN No. WSO_DEEDOC_E9 ADJOINS

SHADED AREAS (ALL COLOURS)
AND
SHADED PLUS HATCHED
OR
CROSS-HATCHED
(ALL COLOURS)

- CONSTRUCTION
SITE



LEGEND

PROPOSED ROAD BOUNDARY
LAND OWNED BY R.T.A. REQUIRED FOR ROAD
LAND TO BE ACQUIRED FROM PRIVATE OWNERSHIP FOR ROAD
LAND TO BE ACQUIRED FROM COUNCIL FOR ROAD

PLAN No. WSO_DEEDOC_E9



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PART IMAGE : wso_deedoc_e9.doc DATE : 26-JUL-2002

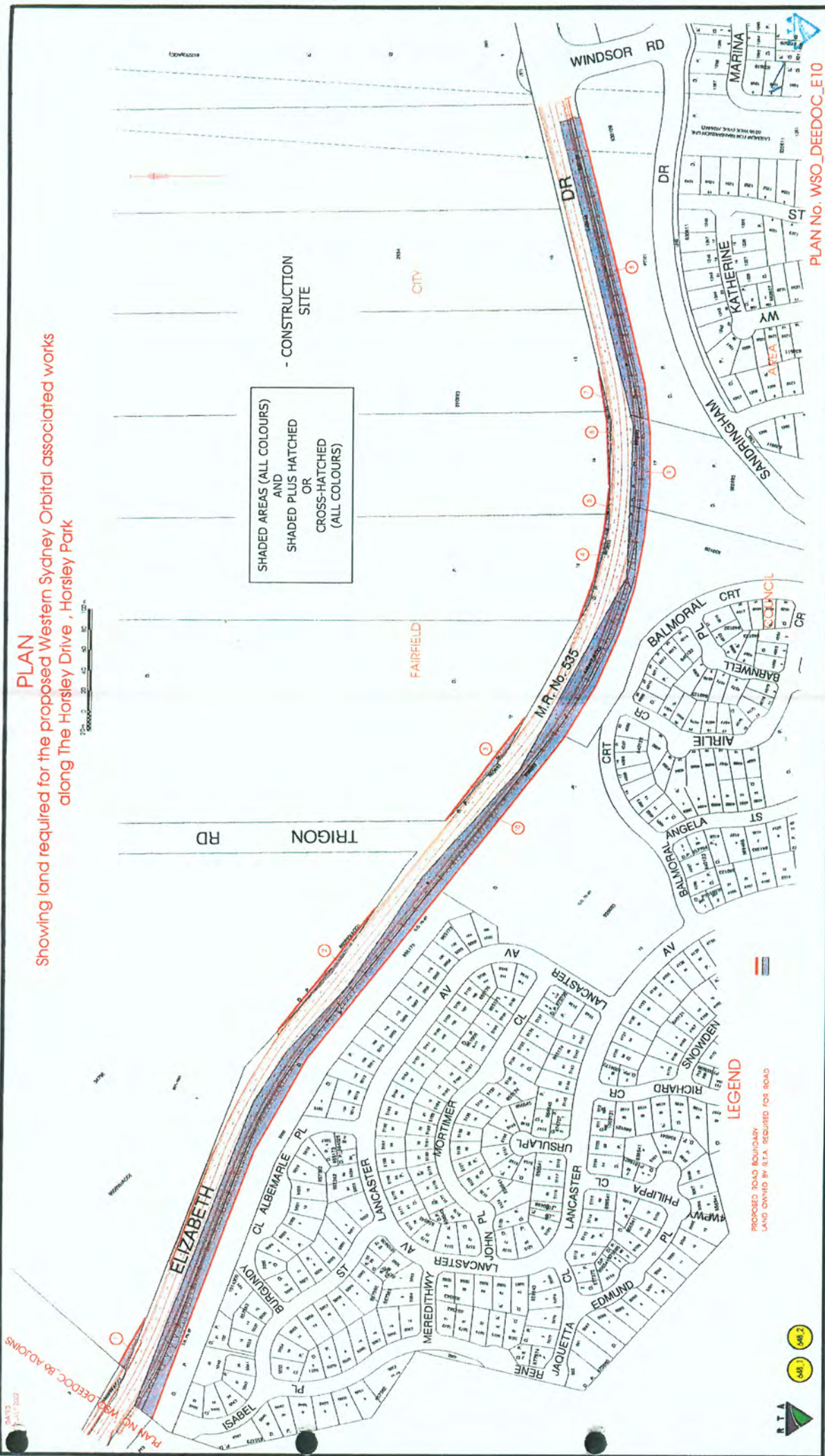
1683

69.2



PLAN

Showing land required for the proposed Western Sydney Orbital associated works along The Horsley Drive, Horsley Park



SHADED AREAS (ALL COLOURS) AND SHADED PLUS HATCHED OR CROSS-HATCHED (ALL COLOURS) - CONSTRUCTION SITE

PLAN No. WSO_DEEDOC_E10

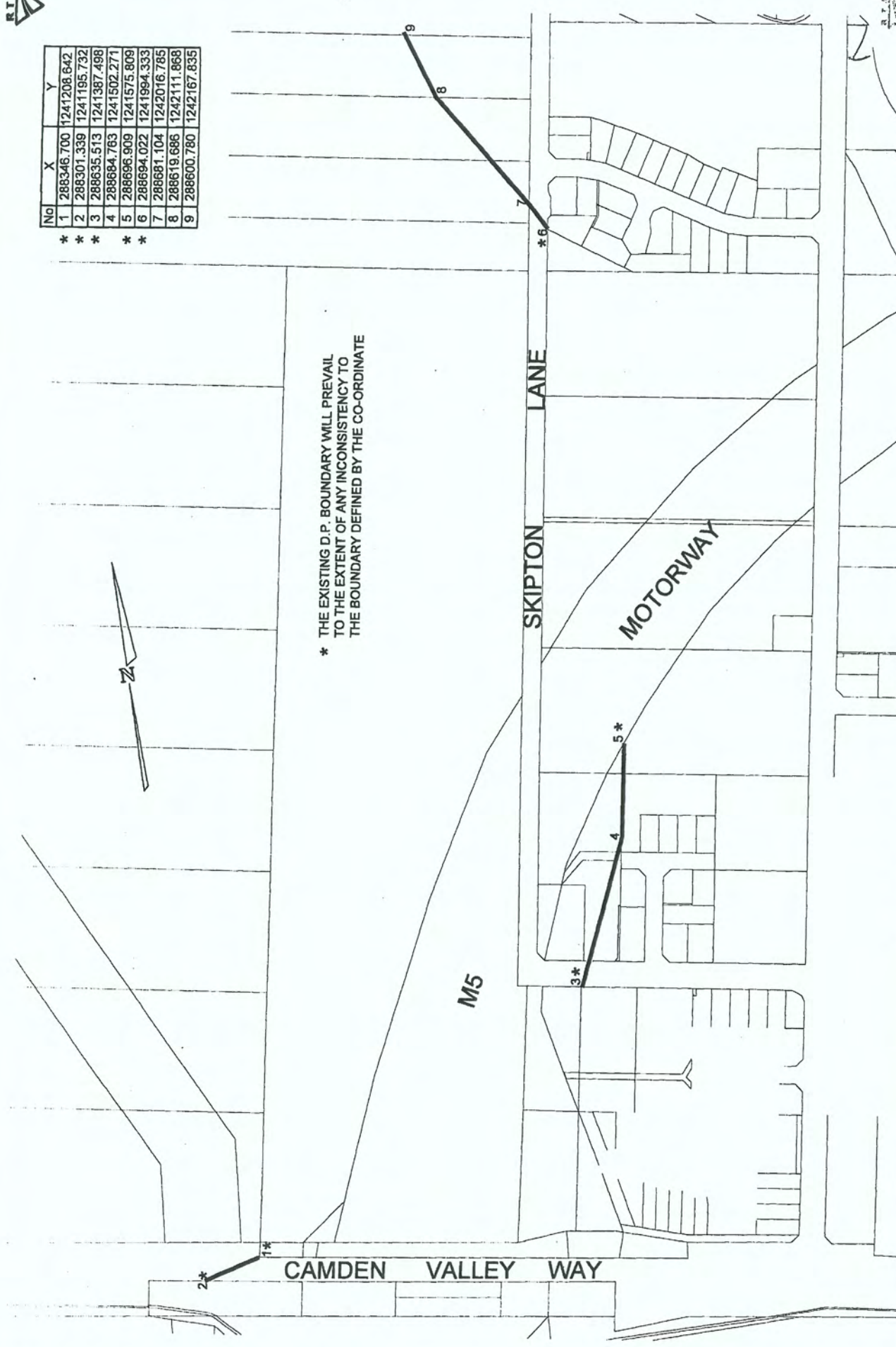


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6	288694.022	1241994.333
7	288681.104	1242016.785
8	288619.686	1242111.868
9	288600.780	1242167.835

* * * * *



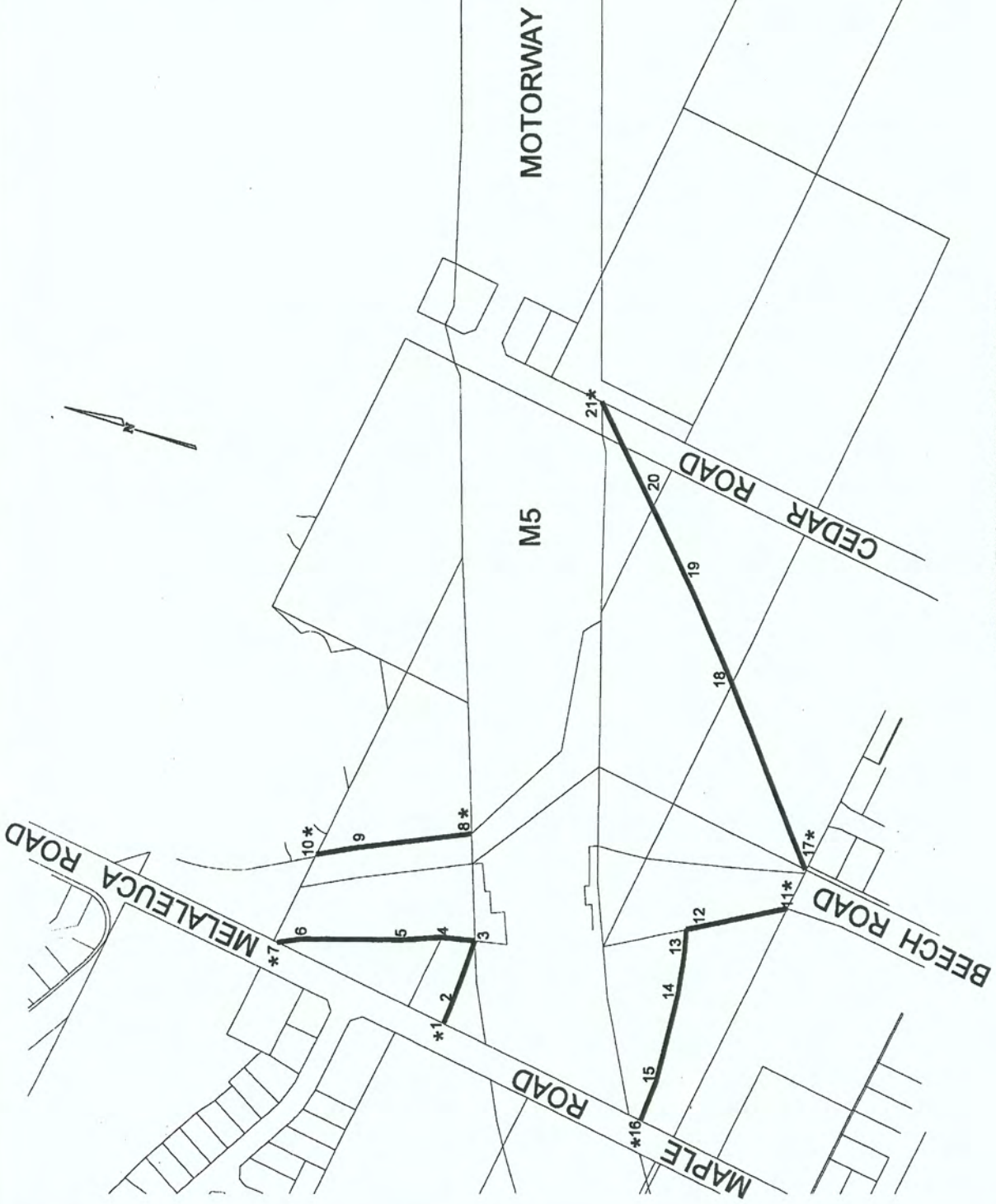
* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE





No	X	Y
1	288921.516	1241895.291
2	288935.405	1241893.865
3	288980.733	1241891.998
4	288976.385	1241913.506
5	288966.744	1241939.039
6	288947.506	1242004.126
7	288940.841	1242018.422
8	289049.053	1241914.745
9	289017.242	1241985.981
10	289004.929	1242010.770
11	289062.547	1241695.940
12	289029.466	1241756.841
13	289011.642	1241753.074
14	288985.830	1241749.545
15	288925.145	1241745.907
16	288897.480	1241748.001
17	289091.355	1241691.877
18	289201.792	1241780.895
19	289247.342	1241819.381
20	289294.406	1241861.995
21	289351.894	1241916.011

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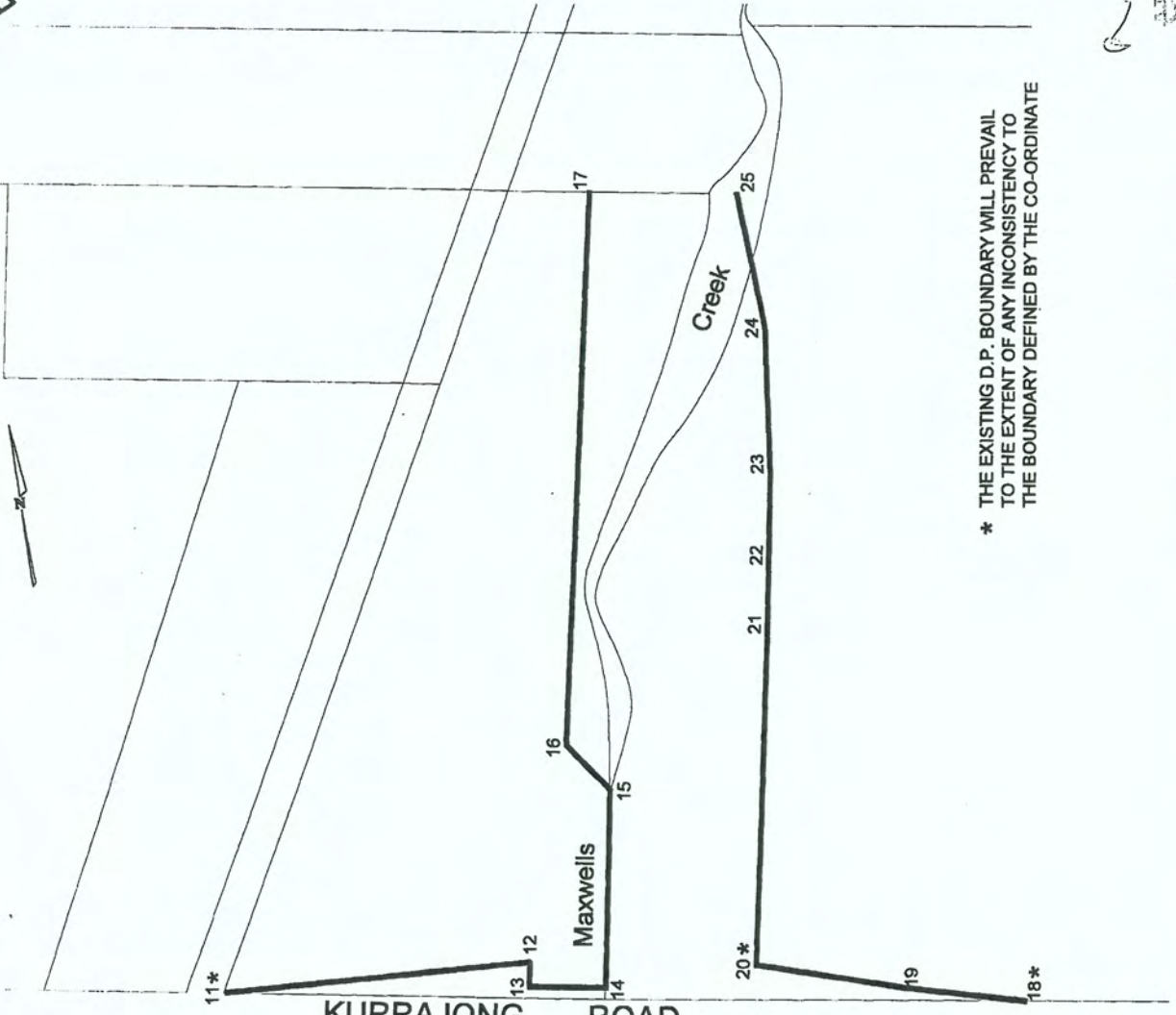


* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

No	X	Y
1	288513.121	124252.496
2	288530.647	1242321.364
3	288524.244	1242384.081
4	288527.745	1242410.729
5	288545.694	1242459.969
7	288600.780	1242167.835
8	288598.930	1242239.658
9	288638.978	1242417.452
10	288645.166	1242443.020
11	288387.555	1242661.180
12	288561.788	1242651.902
13	288559.446	1242638.104
14	288602.372	1242630.822
15	288621.183	1242741.510
16	288600.282	1242770.212
17	288660.079	1243079.671
18	288839.120	1242586.569
19	288770.817	1242604.728
20	288688.989	1242630.418
21	288723.229	1242814.903
22	288729.622	1242853.224
23	288738.208	1242903.854
24	288747.726	1242987.179
25	288743.062	1243065.560

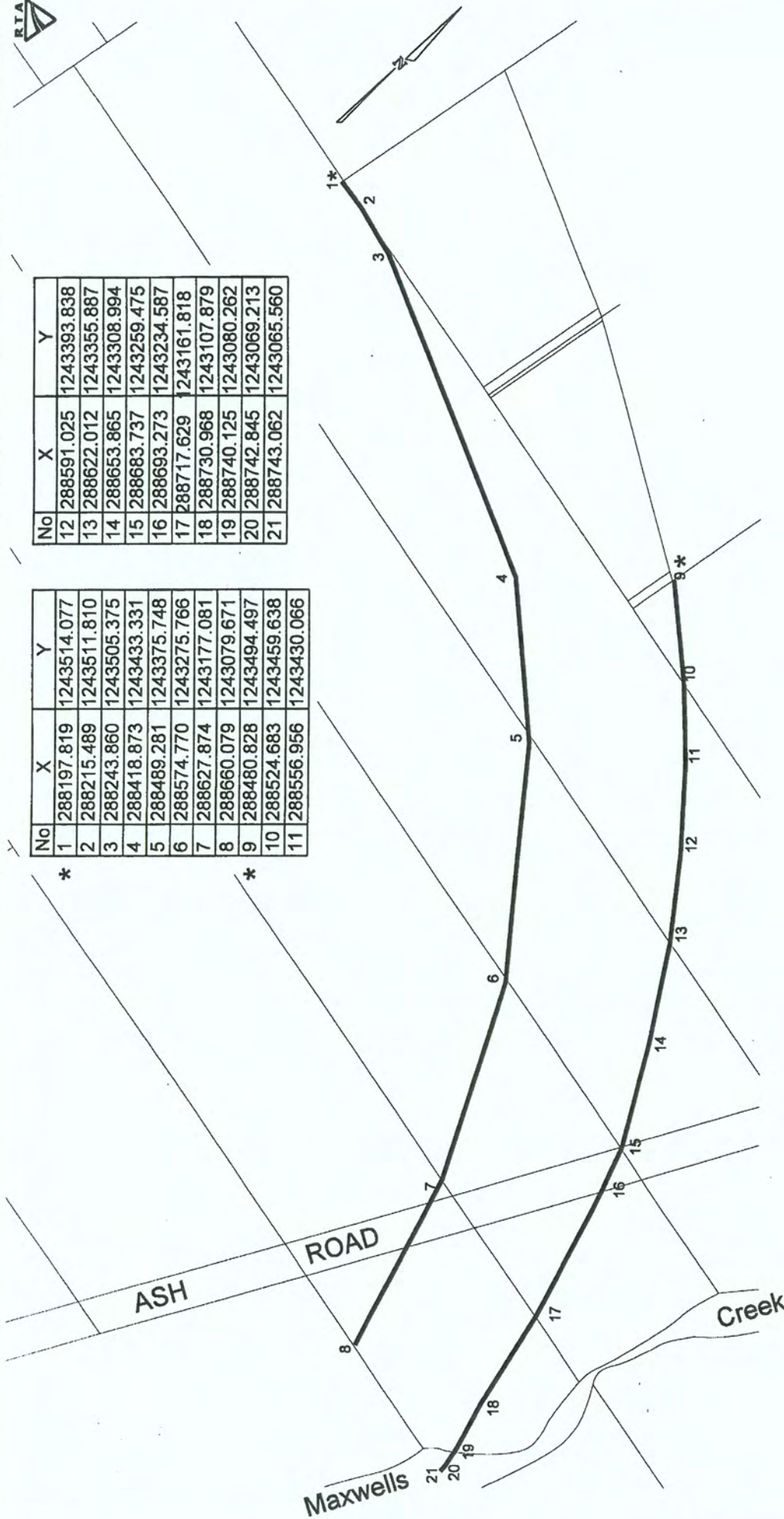


* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

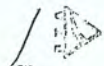


No	X	Y
12	288591.025	1243393.838
13	288622.012	1243355.887
14	288653.865	1243308.994
15	288683.737	1243259.475
16	288693.273	1243234.587
17	288717.629	1243161.818
18	288730.968	1243107.879
19	288740.125	1243080.262
20	288742.845	1243069.213
21	288743.062	1243065.560

No	X	Y
1	288197.819	1243514.077
2	288215.489	1243511.810
3	288243.860	1243505.375
4	288418.873	1243433.331
5	288489.281	1243375.748
6	288574.770	1243275.766
7	288627.874	1243177.081
8	288660.079	1243079.671
9	288480.828	1243494.497
10	288524.683	1243459.638
11	288556.956	1243430.066

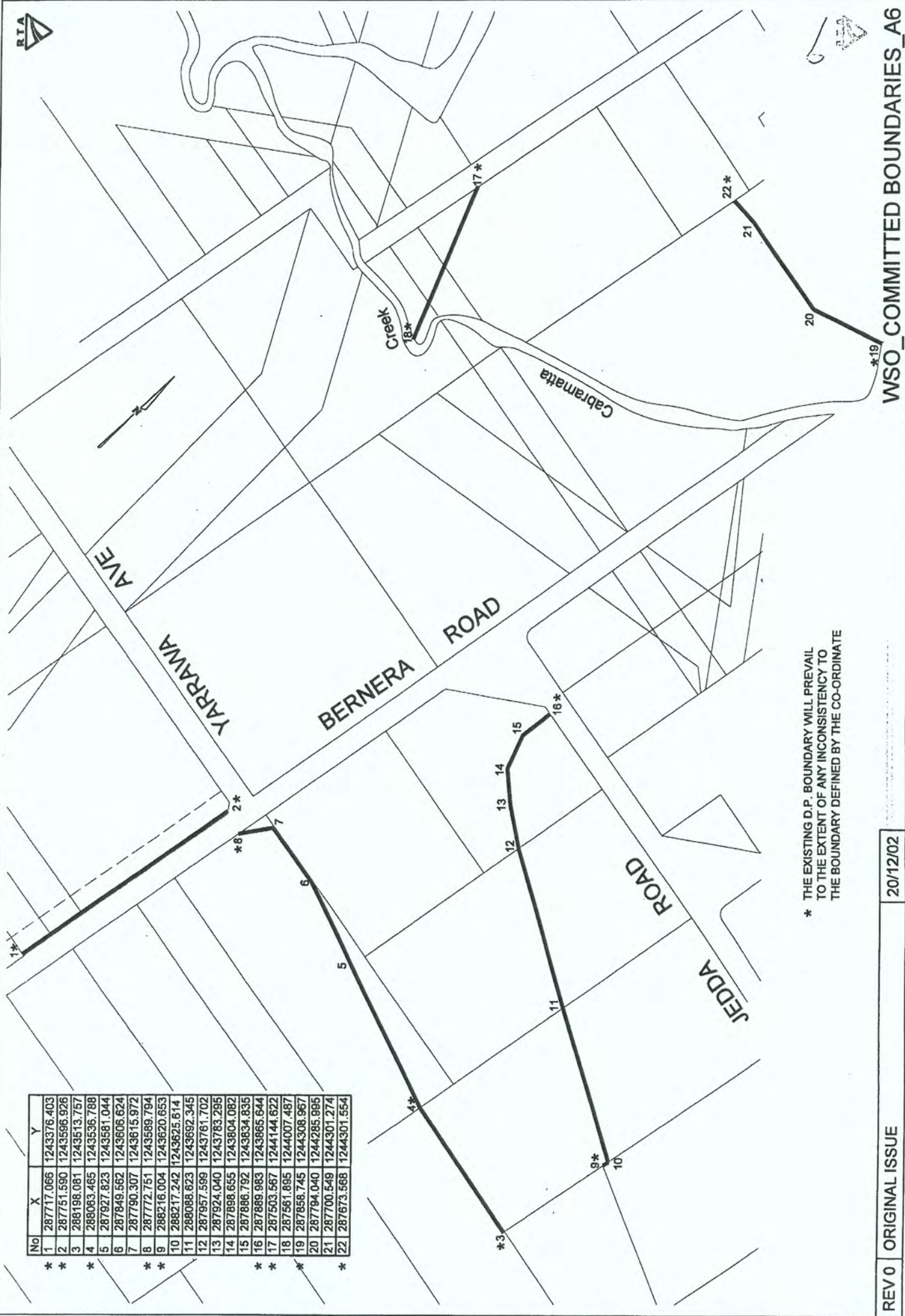


* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

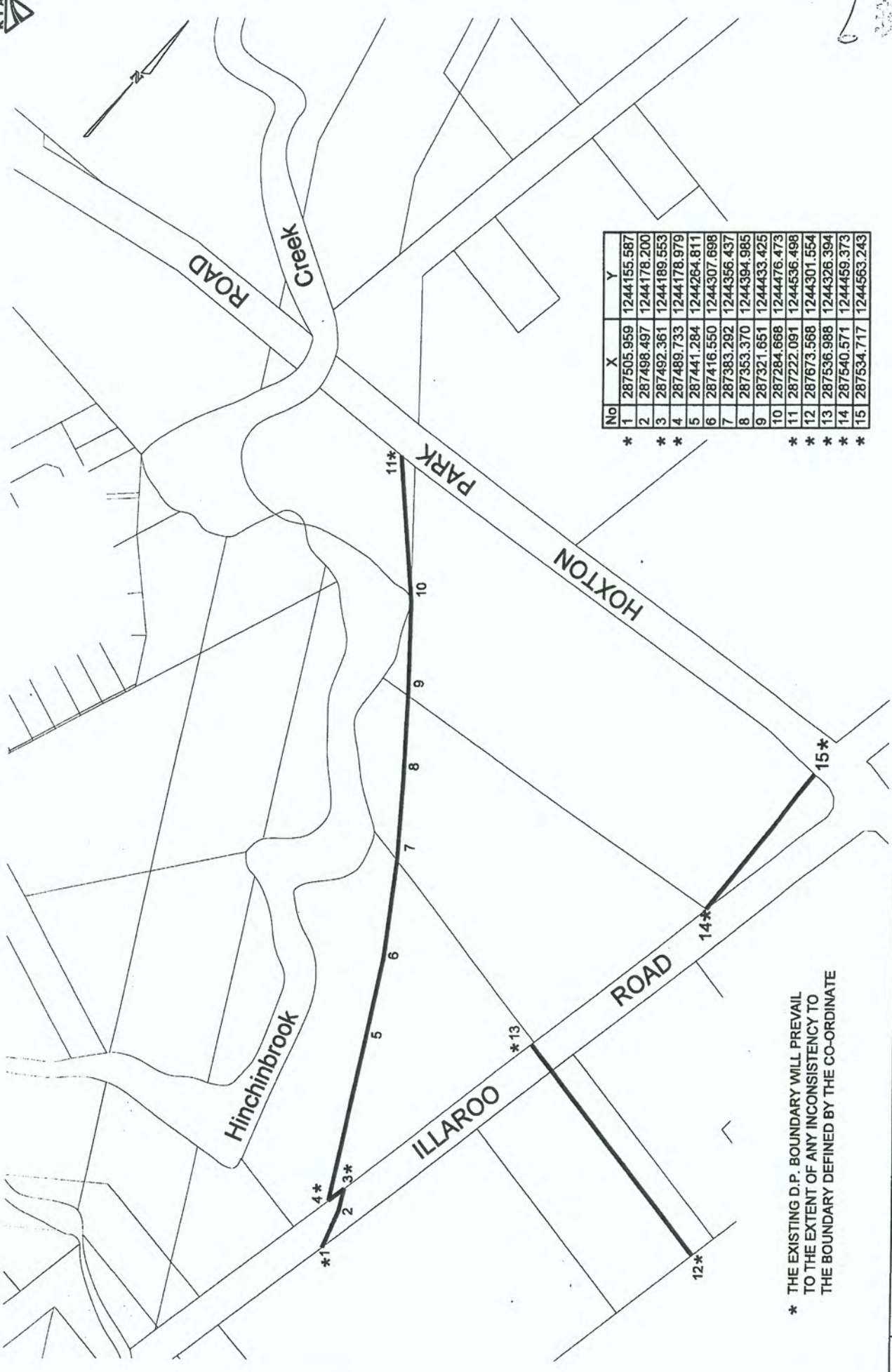


No	X	Y
1	287717.066	1243376.403
2	287751.590	1243596.926
3	288198.081	1243613.757
4	288083.465	1243536.788
5	287927.823	1243581.044
6	287849.562	1243606.624
7	287790.307	1243615.972
8	287772.751	1243589.794
9	288216.004	1243620.653
10	288217.242	1243625.614
11	288088.623	1243692.345
12	287957.599	1243761.702
13	287924.040	1243783.295
14	287898.655	1243804.082
15	287886.792	1243834.835
16	287889.983	1243865.644
17	287503.567	1244144.622
18	287561.895	1244007.487
19	287858.745	1244308.967
20	287794.040	1244285.995
21	287700.549	1244301.274
22	287673.568	1244301.554

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

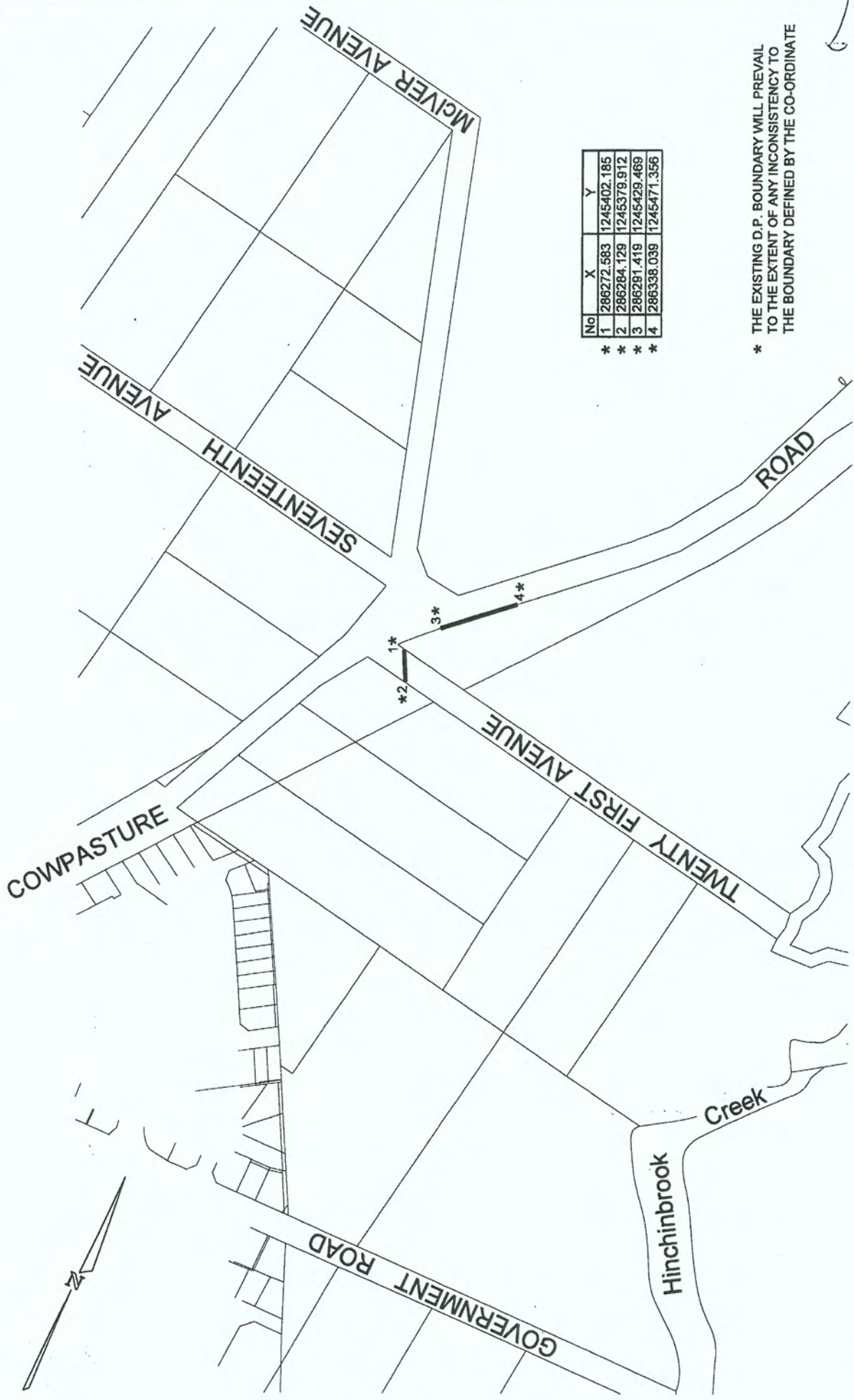


No	X	Y
1	287505.959	1244155.567
2	287498.497	1244178.200
3	287492.361	1244189.553
4	287489.733	1244178.979
5	287441.284	1244264.811
6	287416.550	1244307.698
7	287383.292	1244356.437
8	287353.370	1244394.985
9	287321.651	1244433.425
10	287284.668	1244476.473
11	287222.091	1244536.498
12	287673.568	1244301.554
13	287536.988	1244326.394
14	287540.571	1244459.373
15	287534.717	1244563.243

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

REV 1	POINT 4 COORDINATE AMENDED	29/01/03
REV 0	ORIGINAL ISSUE	20/12/02



No	X	Y
1	286272.583	1245402.185
2	286284.129	1245379.912
3	286281.419	1245429.469
4	286338.039	1245471.356

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE





CECIL HILLS

No	X	Y
1	285956.534	1245897.944
2	285994.549	1245827.327

* THE EXISTING D.P. BOUNDARY WILL PREVAIL
 TO THE EXTENT OF ANY INCONSISTENCY TO
 THE BOUNDARY DEFINED BY THE CO-ORDINATE



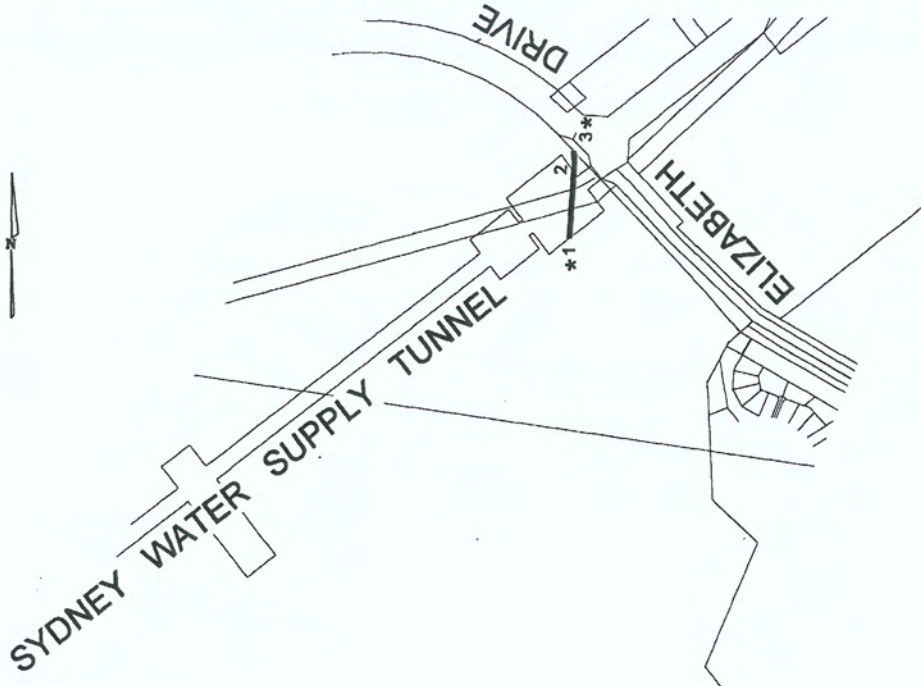
McIVER AVENUE

1*

2*

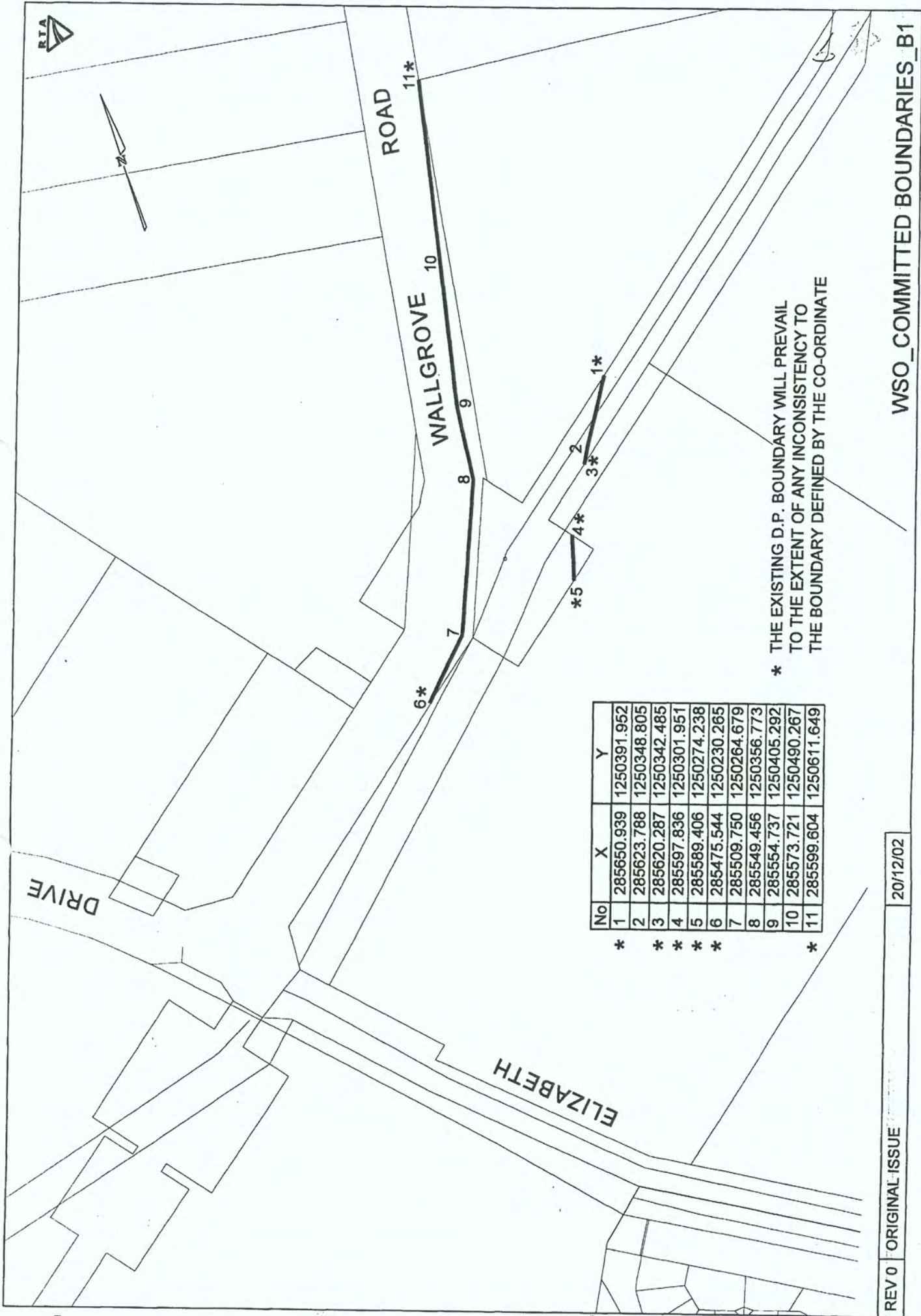
WSO_COMMITTED BOUNDARIES_A10

REV 0 ORIGINAL ISSUE 20/12/02



* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

No	X	Y
* 1	285265.305	1249999.634
2	285271.956	1250095.777
* 3	285270.372	1250111.009



No	X	Y
1	285650.939	1250391.952
2	285623.788	1250348.805
3	285620.287	1250342.485
4	285597.836	1250301.951
5	285589.406	1250274.238
6	285475.544	1250230.265
7	285509.750	1250264.679
8	285549.456	1250356.773
9	285554.737	1250405.292
10	285573.721	1250490.267
11	285599.604	1250611.649

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

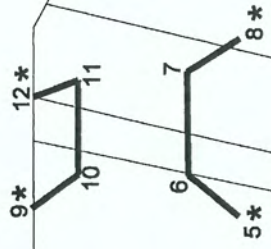
WSO_COMMITTED BOUNDARIES_B1



VILLIERS RD

ROAD

WALLGROVE



No	X	Y
1	285735.430	1250652.560
2	285738.447	1250691.837
3	285737.558	1250733.941
4	285735.976	1250808.825
5	285776.511	1251141.491
6	285757.987	1251162.946
7	285764.705	1251207.599
8	285789.430	1251217.723
9	285688.141	1251160.082
10	285710.519	1251171.330
11	285717.096	1251212.030
12	285696.853	1251208.277

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

WSO_COMMITTED BOUNDARIES_B2

20/12/02

REV 0 ORIGINAL ISSUE



WALLGROVE ROAD

VILLIERS ROAD

WSO_COMMITTED BOUNDARIES_B3

1* 2 3*

No	X	Y
1	285822.270	1251394.084
2	285836.739	1251434.875
3	285843.005	1251454.220

* *

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



ABBOTSBURY DRIVE

WALLGROVE

ROAD

SAXONY RD



No	X	Y
1	286181.801	1252795.441
2	286150.976	1252713.824
3	286141.502	1252671.036
4	286144.331	1252628.467

*

* THE EXISTING D.P. BOUNDARY WILL PREVAIL
 TO THE EXTENT OF ANY INCONSISTENCY TO
 THE BOUNDARY DEFINED BY THE CO-ORDINATE

WSO_COMMITTED BOUNDARIES_B4

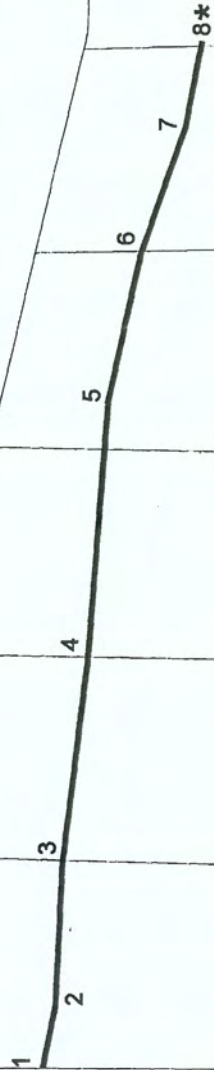
20/12/02

REV 0 ORIGINAL ISSUE



COBHAM STREET

WALLGROVE ROAD



No	X	Y
1	286181.801	1252795.441
2	286194.263	1252819.808
3	286213.231	1252878.329
4	286246.636	1252958.381
5	286283.441	1253059.843
6	286313.690	1253115.767
7	286346.149	1253162.217
8	286362.213	1253194.859

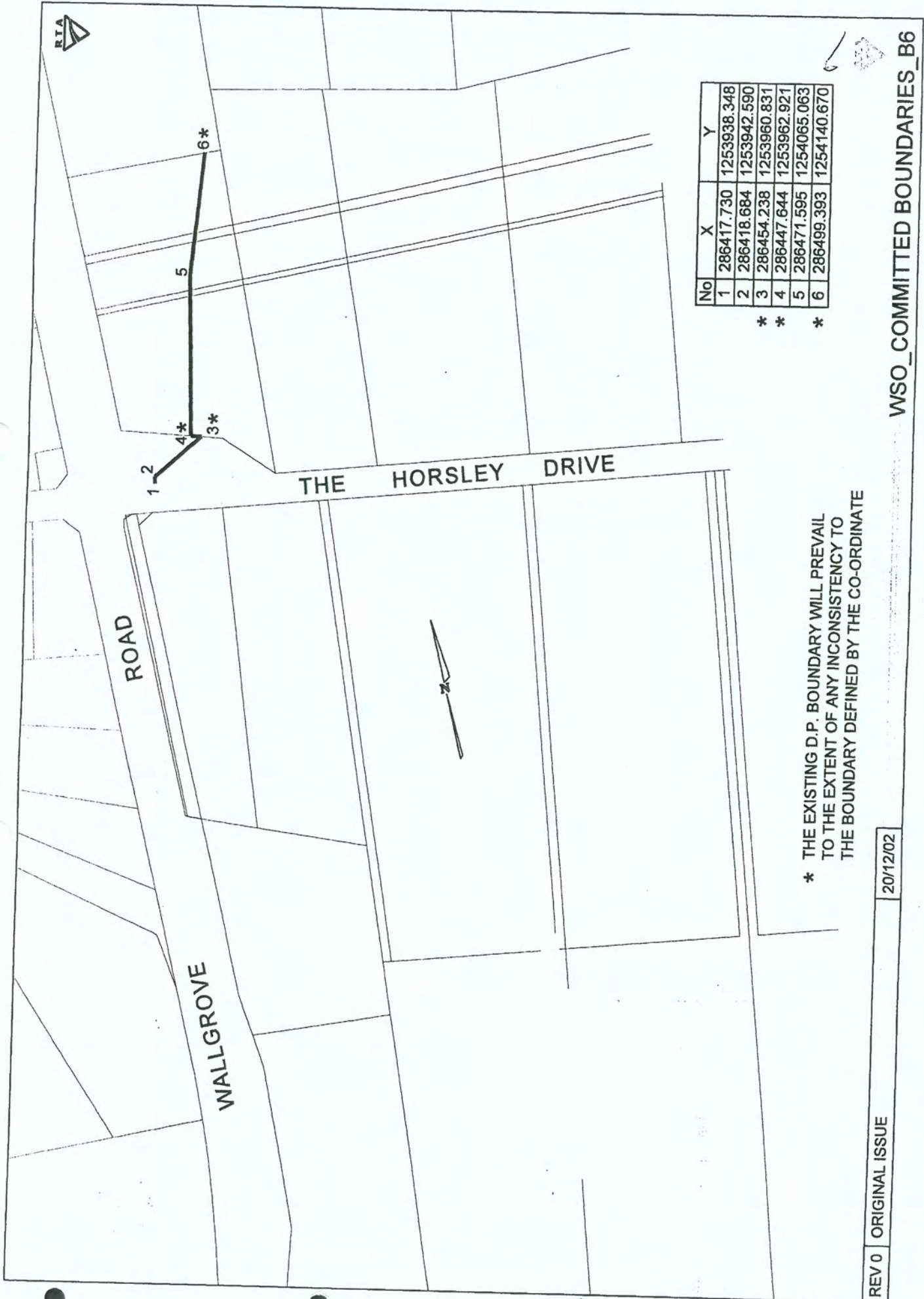
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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

WSO_COMMITTED BOUNDARIES_B5

20/12/02

REV 0 ORIGINAL ISSUE



No	X	Y
1	286417.730	1253938.348
2	286418.684	1253942.590
3	286454.238	1253960.831
4	286447.644	1253962.921
5	286471.595	1254065.063
6	286499.393	1254140.670

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

REV 0 ORIGINAL ISSUE

20/12/02

WSO_COMMITTED BOUNDARIES_B6



CHANDOS 7* ROAD

WALLGROVE ROAD

REDMAYNE ROAD



6
5
4

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No	X	Y
1	286633.882	1254526.409
2	286637.813	1254587.427
3	286650.912	1254711.930
4	286659.218	1254851.747
5	286659.918	1254858.923
6	286671.219	1254902.420
7	286669.376	1254959.003

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

20/12/02

REV 0 ORIGINAL ISSUE

WSO_COMMITTED BOUNDARIES_B7



No	X	Y
1	286686.099	1255155.887
2	286703.020	1255282.894

* *

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



No	X	Y
1	286659.635	1255417.741
2	286583.282	1255623.487
3	286508.486	1255764.249
4	286459.923	1255838.999
5	286431.678	1255901.076
6	286413.456	1255966.747
7	286394.827	1255995.321
8	286357.022	1256060.231
9	286323.425	1256120.218
10	286312.073	1256144.375
11	286297.539	1256152.002
12	286280.909	1256187.064
13	286322.734	1255941.561
14	286286.212	1256008.130
15	286250.566	1256066.782
16	286233.540	1256101.462
17	286236.546	1256106.624
18	286239.561	1256108.193
19	286234.163	1256120.484
20	286231.552	1256119.232
21	286224.303	1256121.130
22	286201.264	1256186.738

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

ROAD

WALTGROVE

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ROAD

12 11 10 9 8 7 6 5 4 3 2 1

17 18 19 20 21

22

23*

24*

25*

26

27

28*

WALL GROVE

No	X	Y
15	286253.348	1256283.173
16	286231.249	1256283.173
17	286230.200	1256329.572
18	286224.351	1256361.602
19	286221.731	1256380.941
20	286220.171	1256412.751
21	286224.850	1256458.650
22	286222.906	1256544.636
23	286235.571	1256673.202
24	286311.040	1256187.197
25	286305.024	1256282.666
26	286323.346	1256187.079
27	286320.701	1256198.196
28	286315.316	1256282.671

No	X	Y
1	286201.257	1256186.724
2	286192.730	1256211.587
3	286179.794	1256256.425
4	286169.386	1256302.139
5	286160.244	1256363.512
6	286153.824	1256441.323
7	286151.490	1256512.520
8	286152.365	1256532.361
9	286154.505	1256572.434
10	286154.700	1256592.373
11	286154.116	1256632.251
12	286153.533	1256672.810
13	286280.909	1256187.064
14	286263.241	1256224.254

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



OLD WALLGROVE ROAD



No	X	Y
1	286153.533	1256672.810
2	286147.749	1256672.680
3	286144.963	1256734.165
4	286145.558	1256883.873
5	286224.395	1256883.878
*	286244.421	1256879.365
*	286247.889	1256913.044
8	286228.391	1256915.008
9	286145.265	1256914.873
10	286142.439	1257053.007
*	286119.926	1257106.247

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

WALLGROVE ROAD

11*

10

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6*

7*

REV 1	POINT 5 COORDINATE AMENDED	29/01/03
REV 0	ORIGINAL ISSUE	20/12/02



ROAD

WALLGROVE



No	X	Y
1	286596.941	1258576.807
2	286670.367	1258578.844

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



MOTORWAY

WALLGROVE

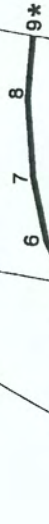
ROAD

M4

No	X	Y
1	286656.457	1258778.891
2	286644.701	1258784.250
3	286604.120	1258811.673
4	286577.082	1258837.703
5	286554.426	1258870.356
6	286533.788	1258914.271
7	286526.842	1258946.162
8	286523.640	1258986.954
9	286525.965	1259018.879

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

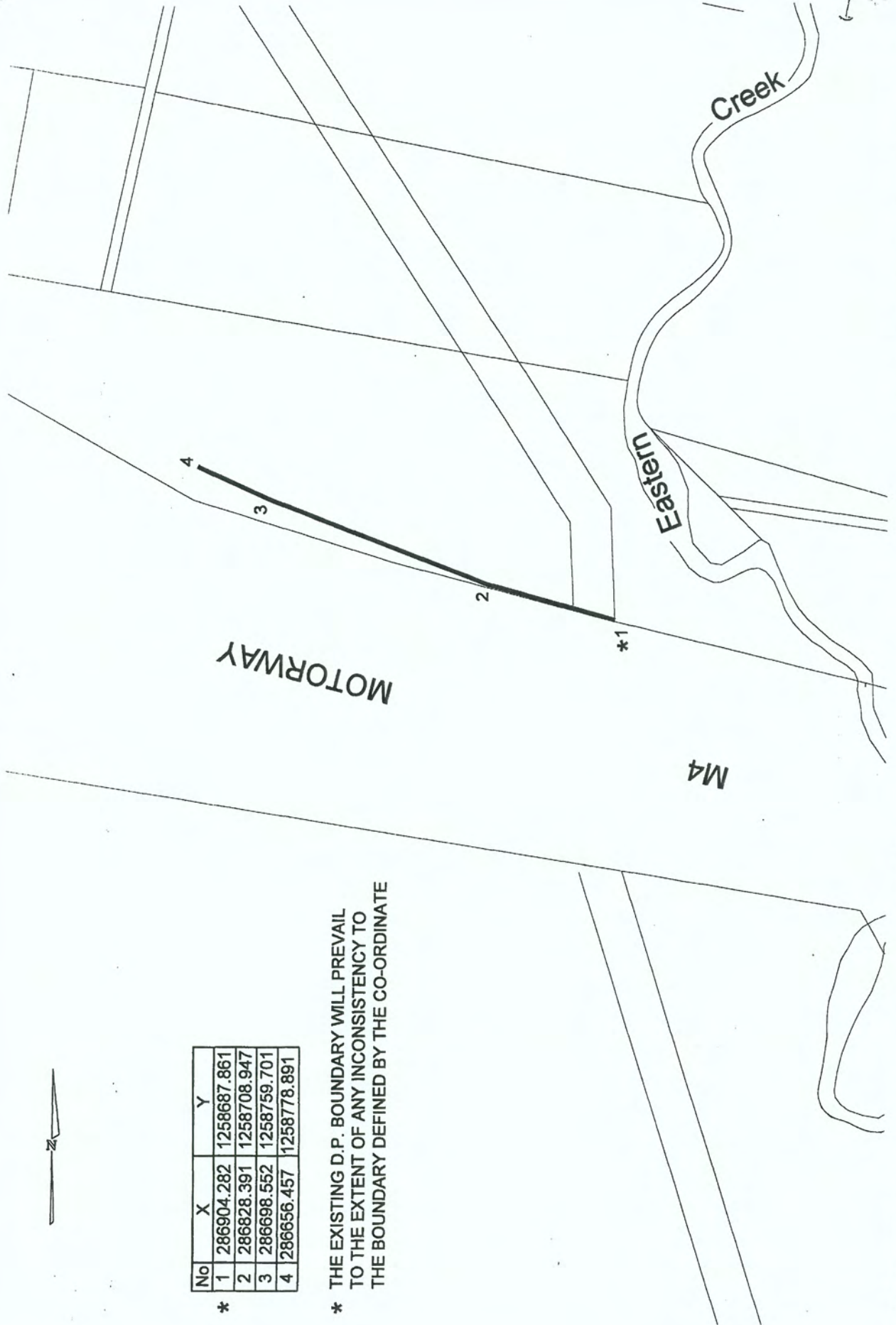


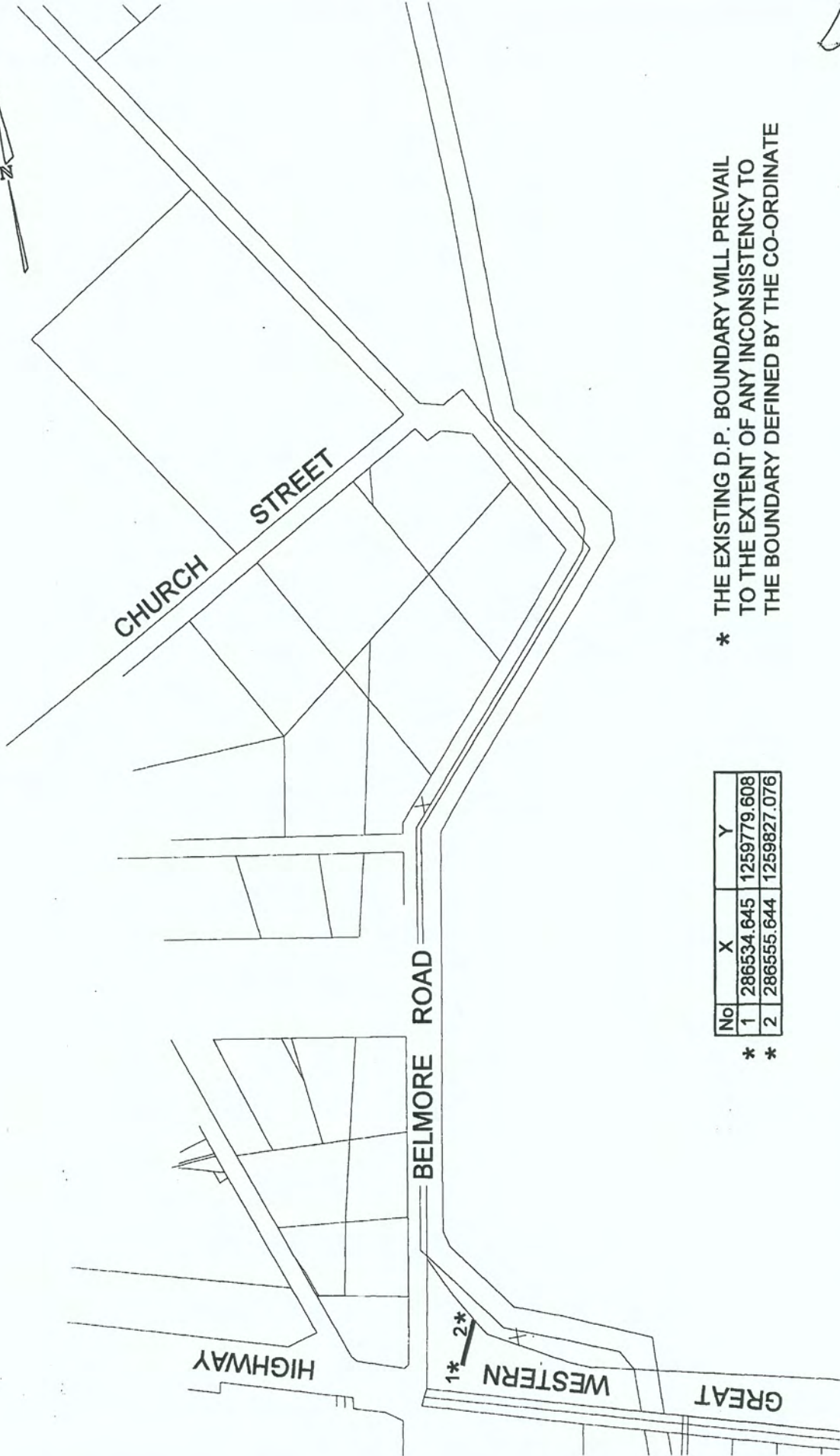


No	X	Y
1	286904.282	1258687.861
2	286828.391	1258708.947
3	286698.552	1258759.701
4	286656.457	1258778.891

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

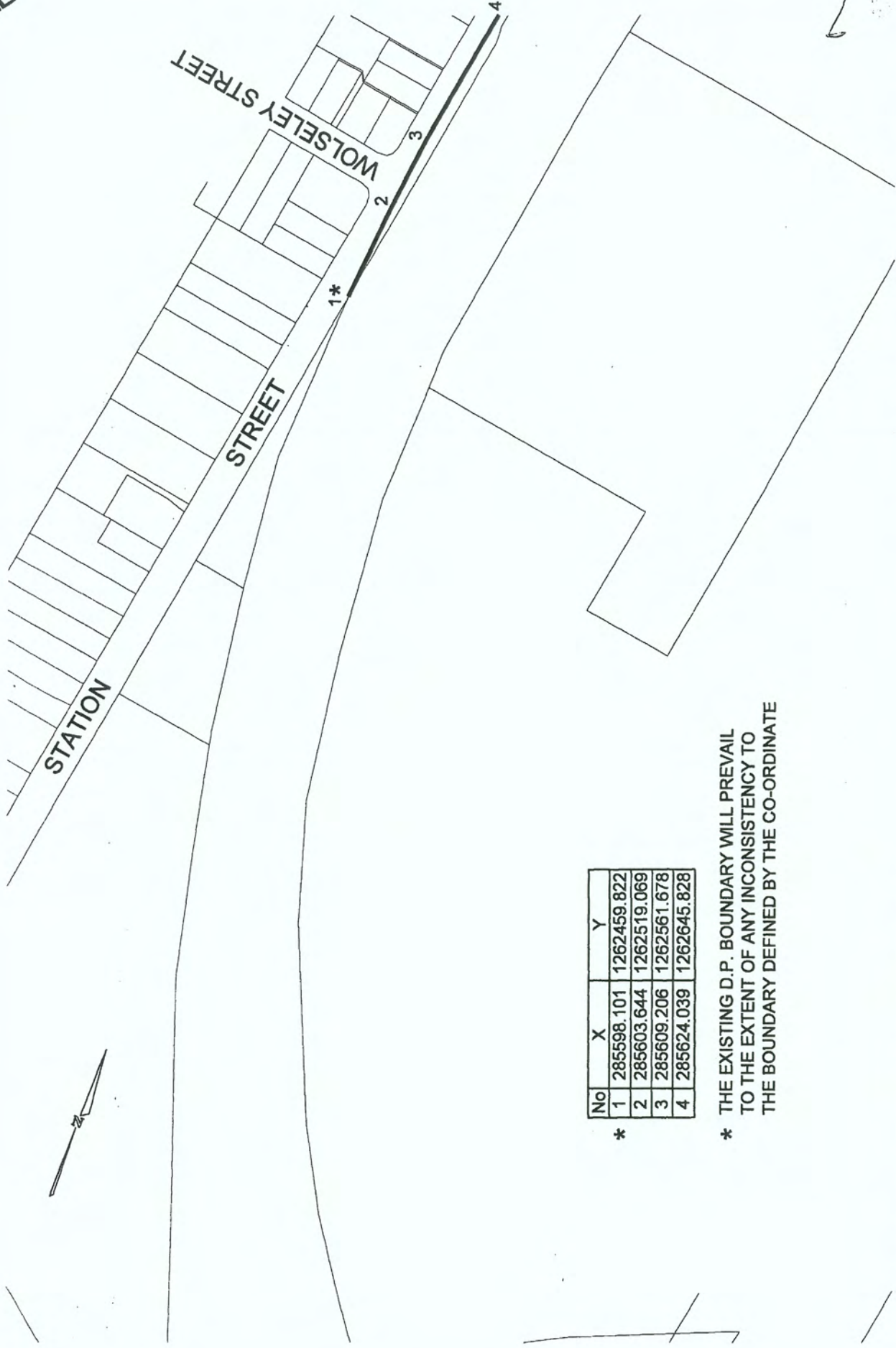




* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

No	X	Y
1	286534.645	1259779.608
2	286555.644	1259827.076

**



No	X	Y
1	285598.101	1262459.822
2	285603.644	1262519.069
3	285609.206	1262561.678
4	285624.039	1262645.828

*

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

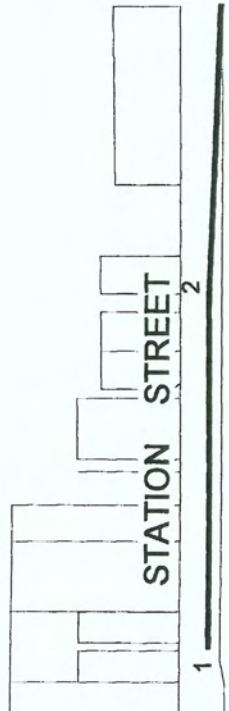


* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

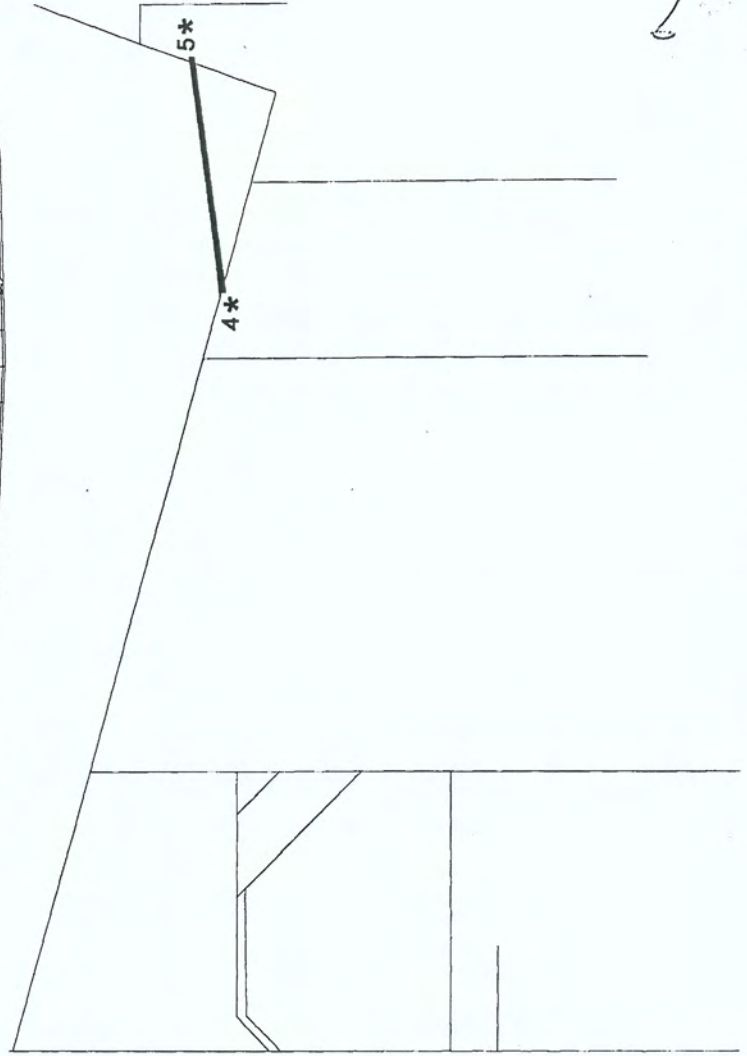
No	X	Y
1	285624.039	1262645.828
2	285650.416	1262795.458
3	285676.919	1262916.116
4	285826.215	1263249.000
5	285829.920	1263350.048

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WOODSTOCK



POLONIA AVENUE



AVENUE

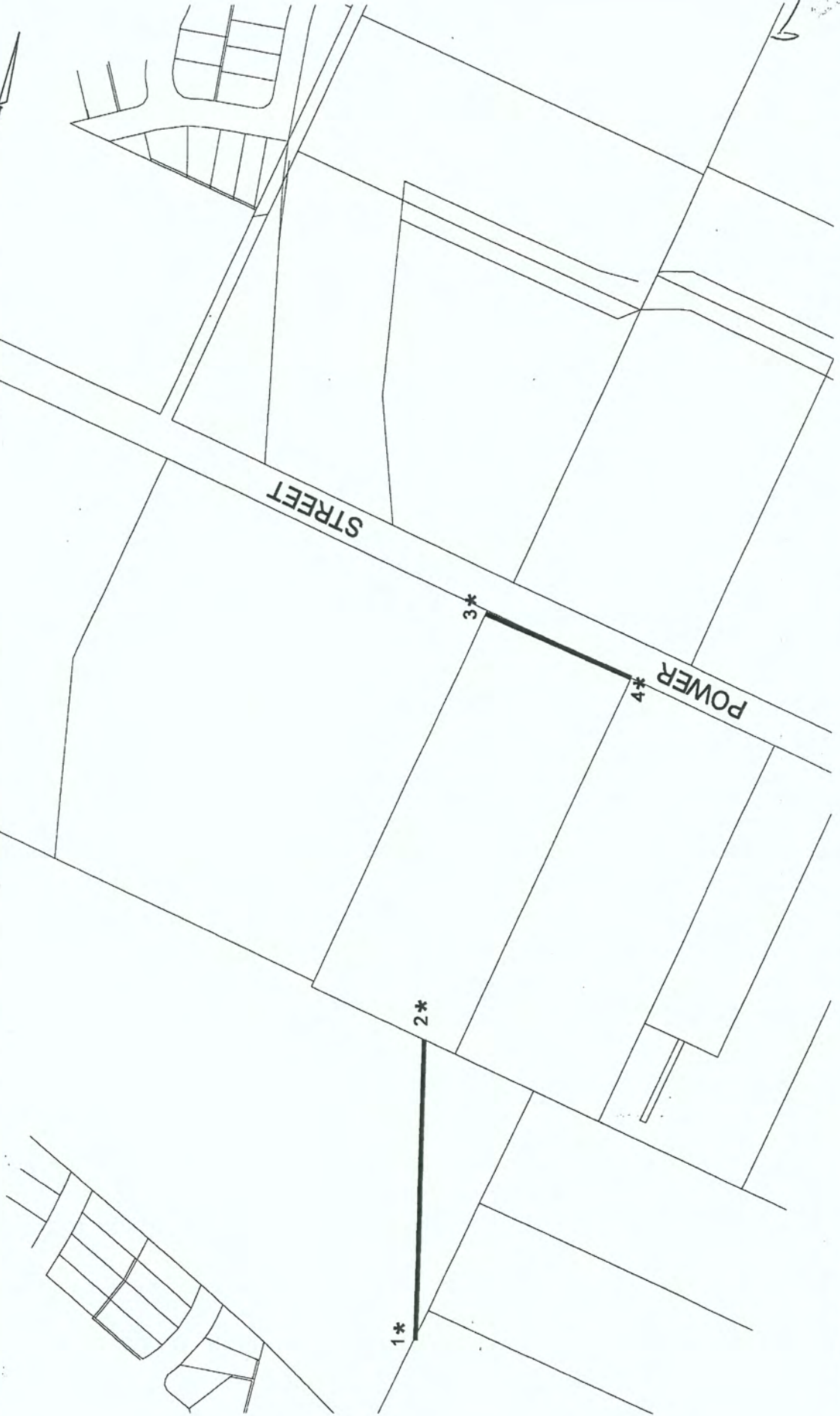
KELLOGG ROAD



* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

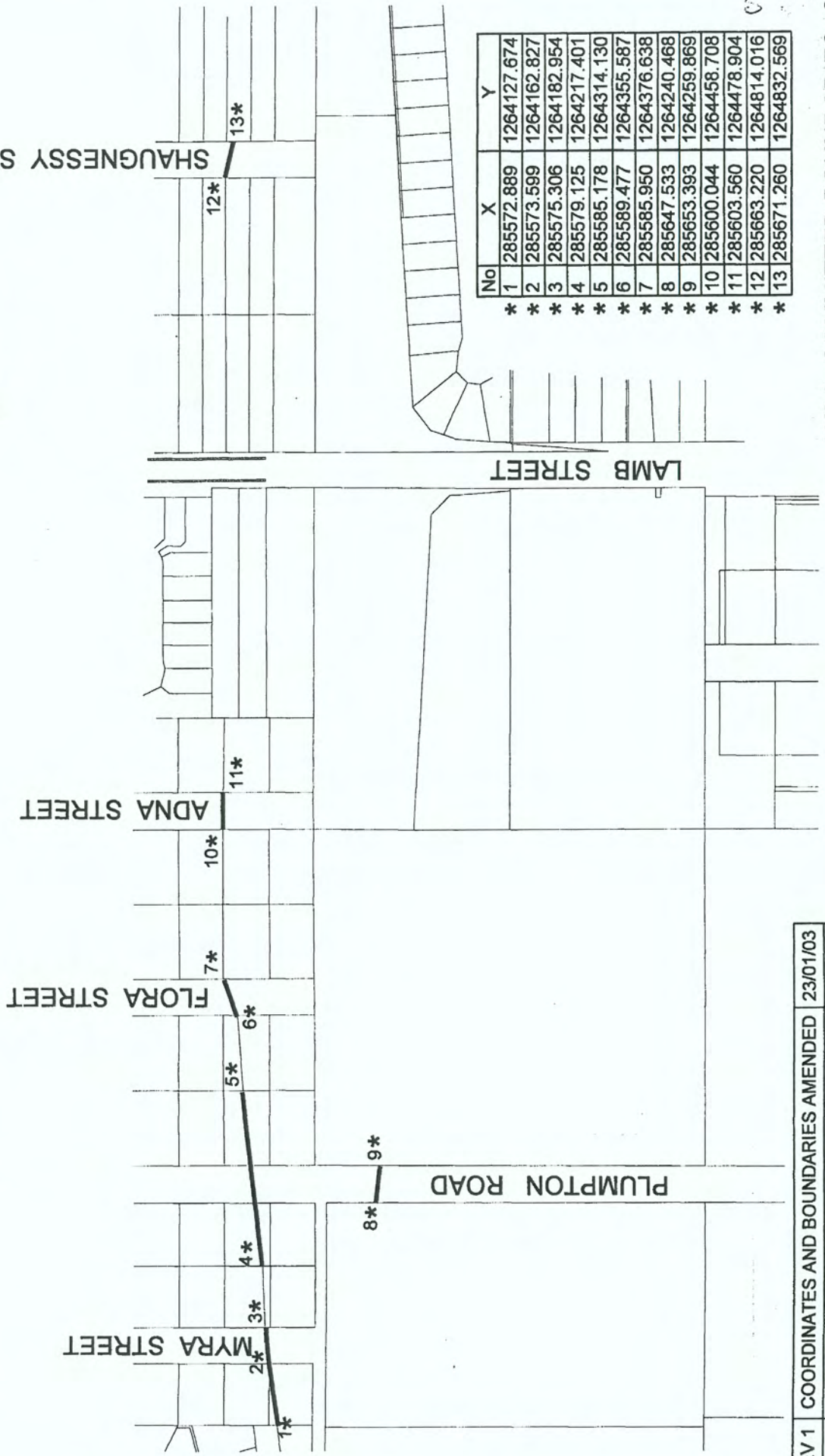
No	X	Y
1	285821.341	1263423.428
2	285781.666	1263585.649
3	285752.763	1263821.479
4	285840.098	1263808.058

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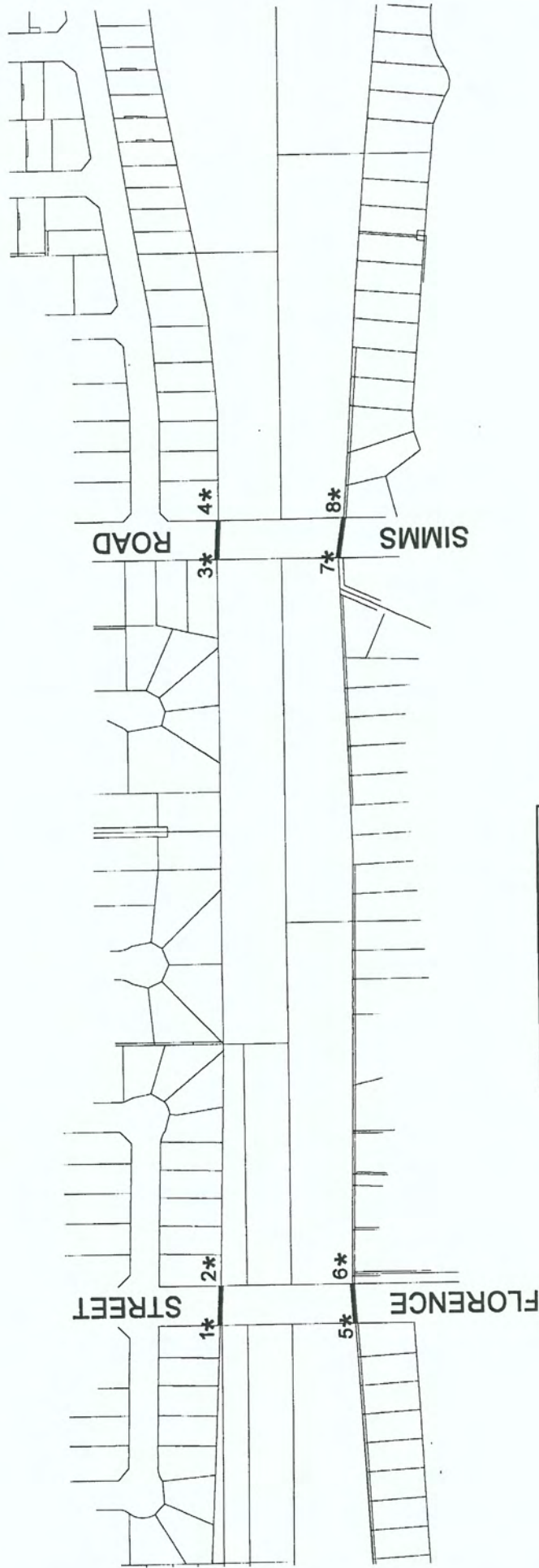


* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



No	X	Y
* 1	285572.889	1264127.674
* 2	285573.599	1264162.827
* 3	285575.306	1264182.954
* 4	285579.125	1264217.401
* 5	285585.178	1264314.130
* 6	285589.477	1264355.587
* 7	285585.950	1264376.638
* 8	285647.533	1264240.468
* 9	285653.393	1264259.869
* 10	285600.044	1264458.708
* 11	285603.560	1264478.904
* 12	285663.220	1264814.016
* 13	285671.260	1264832.569

REV 1	COORDINATES AND BOUNDARIES AMENDED	23/01/03
REV 0	ORIGINAL ISSUE	20/12/02



No	X	Y
1	285714.404	1265027.660
2	285718.750	1265047.322
3	285786.428	1265413.425
4	285790.823	1265433.088
5	285783.453	1265015.499
6	285785.775	1265035.552
7	285848.200	1265402.390
8	285854.940	1265422.119

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

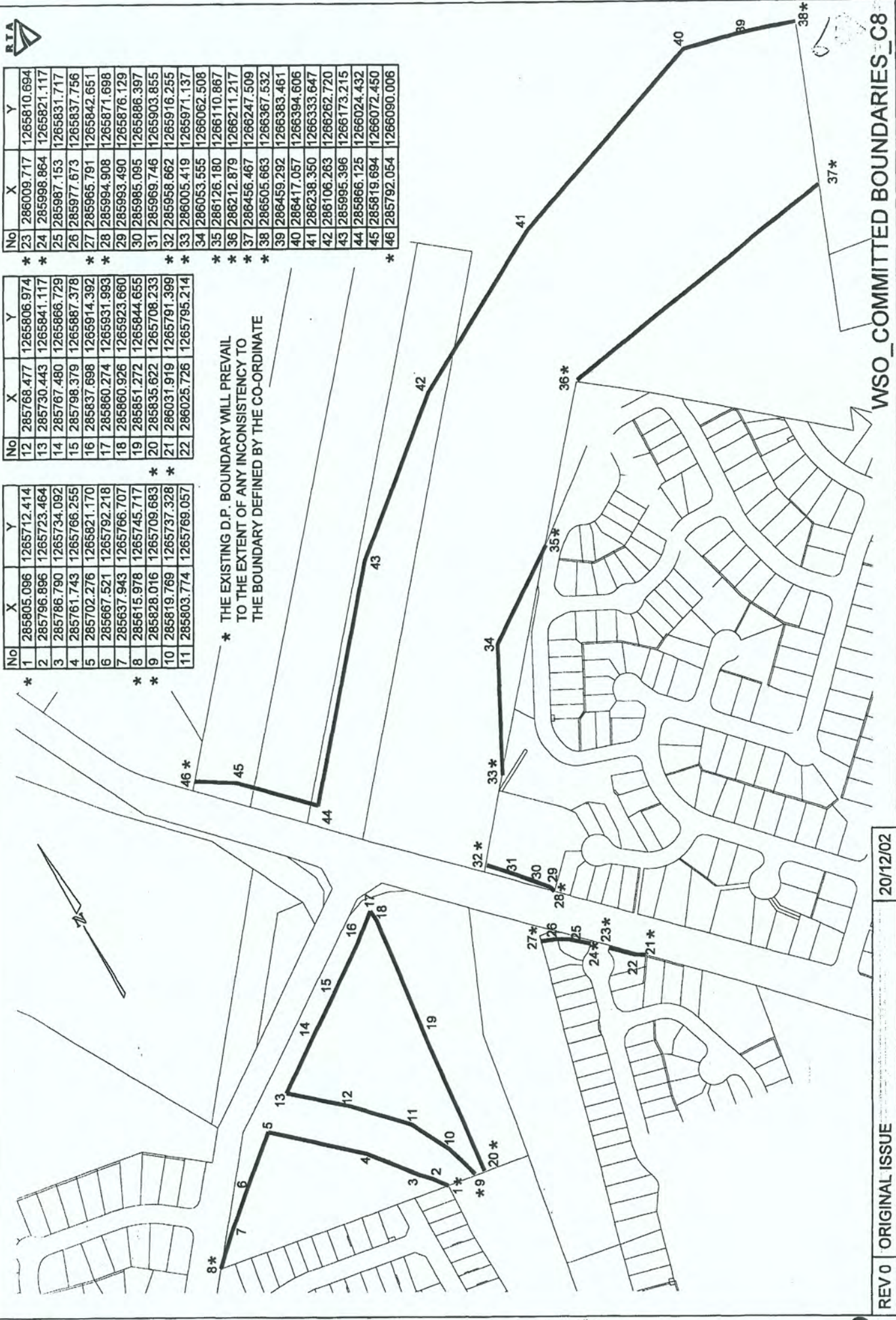


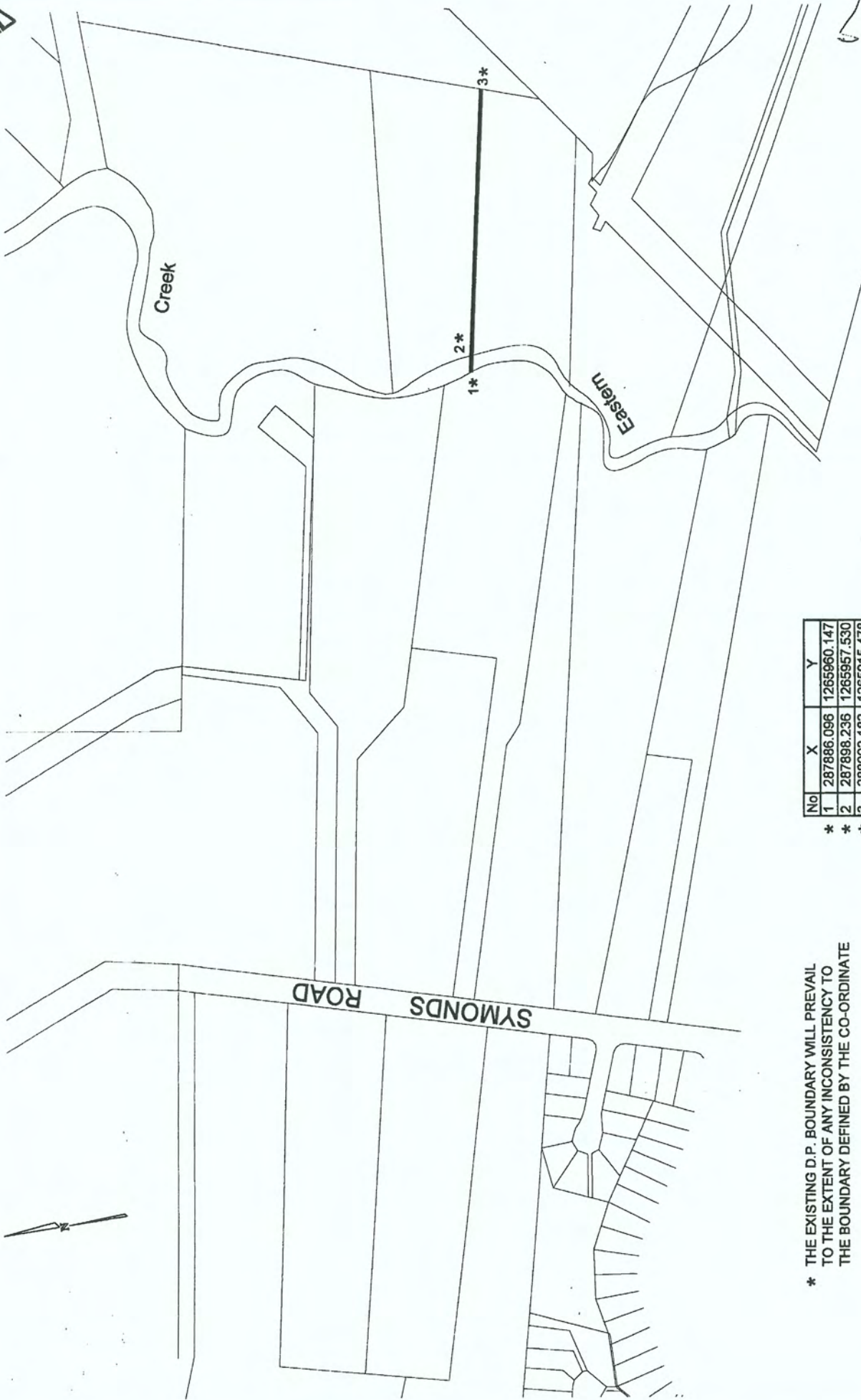
No	X	Y
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24	285998.864	1265821.117
25	285987.153	1265831.717
26	285977.673	1265837.756
27	285965.791	1265842.651
28	285994.908	1265871.698
29	285993.490	1265876.129
30	285985.095	1265886.397
31	285969.746	1265903.855
32	285958.662	1265916.255
33	286005.419	1265971.137
34	286053.555	1266062.508
35	286126.180	1266110.867
36	286212.879	1266211.217
37	286456.467	1266247.509
38	286505.663	1266367.532
39	286459.292	1266383.461
40	286417.057	1266394.606
41	286238.350	1266333.647
42	286106.263	1266262.720
43	285995.396	1266173.215
44	285866.125	1266024.432
45	285819.694	1266072.450
46	285792.054	1266090.006

No	X	Y
12	285768.477	1265806.974
13	285730.443	1265841.117
14	285767.480	1265866.729
15	285798.379	1265887.378
16	285837.698	1265914.392
17	285860.274	1265931.993
18	285860.926	1265923.660
19	285851.272	1265844.655
20	285835.622	1265708.233
21	286031.919	1265791.399
22	286025.726	1265795.214

No	X	Y
1	285805.096	1265712.414
2	285796.896	1265723.464
3	285786.790	1265734.092
4	285761.743	1265766.255
5	285702.276	1265821.170
6	285667.521	1265792.218
7	285637.943	1265766.707
8	285615.978	1265745.717
9	285828.016	1265709.683
10	285819.769	1265737.328
11	285803.774	1265769.057

* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

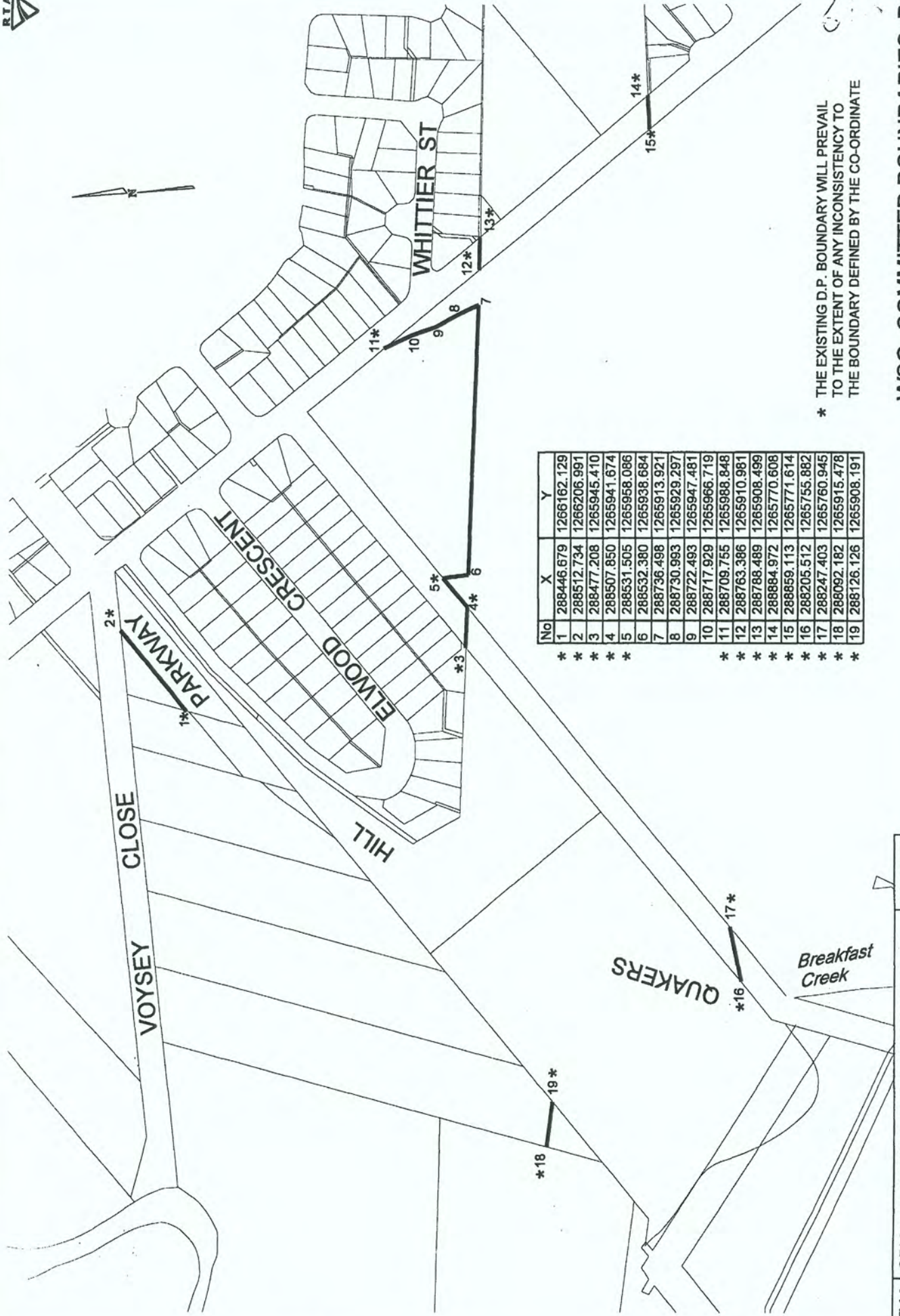
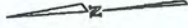




No	X	Y
1	287886.096	1265960.147
2	287898.236	1265957.530
3	288092.182	1265915.478

* * *

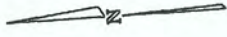
* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



No	X	Y
1	288446.679	1266162.129
2	288512.734	1266206.991
3	288477.208	1265945.410
4	288507.850	1265941.674
5	288531.505	1265958.086
6	288532.380	1265938.684
7	288736.498	1265913.921
8	288730.993	1265929.297
9	288722.493	1265947.481
10	288717.929	1265966.719
11	288709.755	1265988.848
12	288763.386	1265910.981
13	288788.489	1265908.499
14	288884.972	1265770.608
15	288859.113	1265771.614
16	288205.512	1265755.882
17	288247.403	1265760.945
18	288092.182	1265915.478
19	288126.126	1265908.191

* * * * *

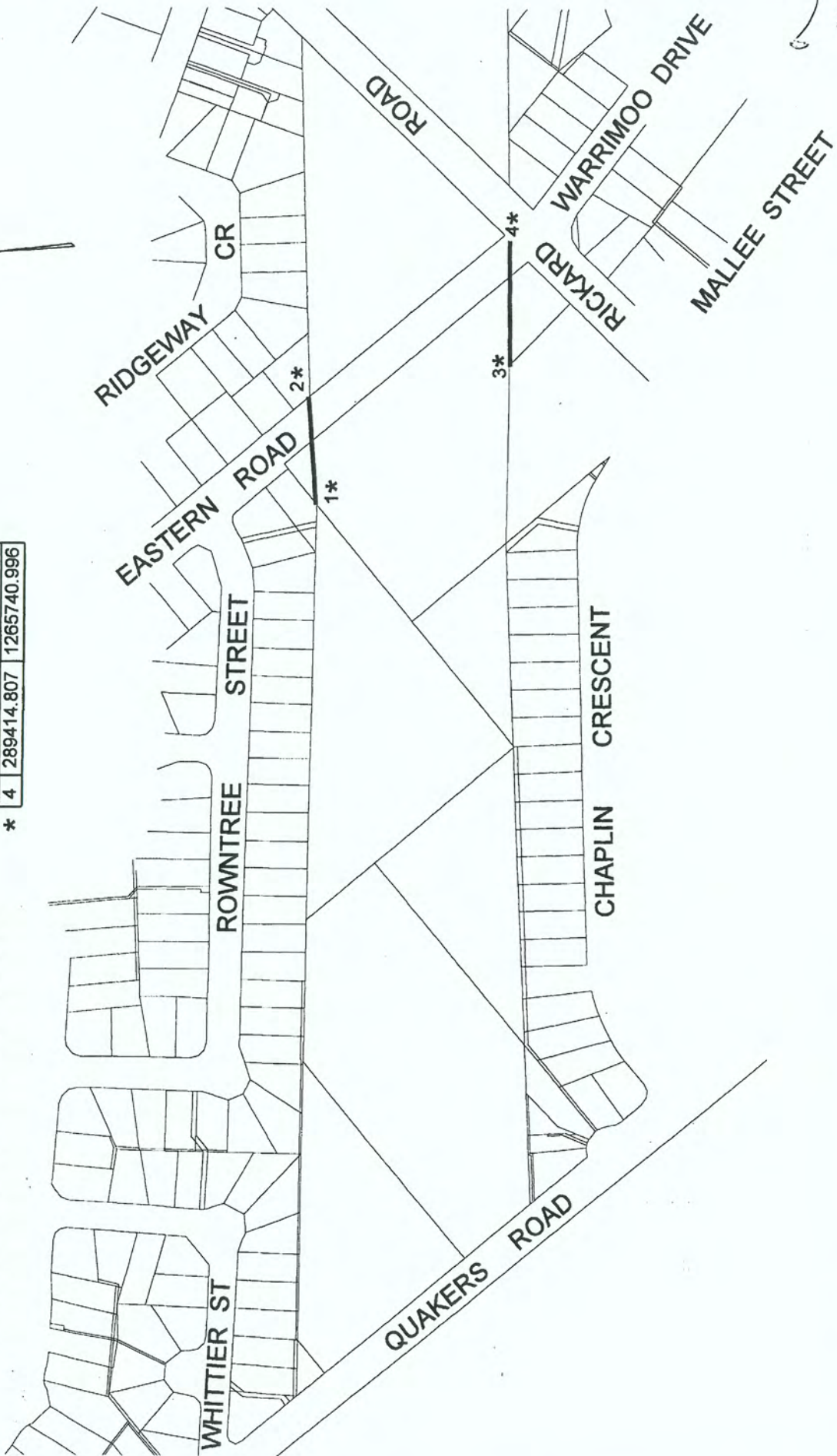
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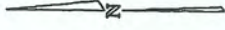


No	X	Y
1	289279.301	1265859.371
2	289337.987	1265858.893
3	289345.745	1265746.266
4	289414.807	1265740.996

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

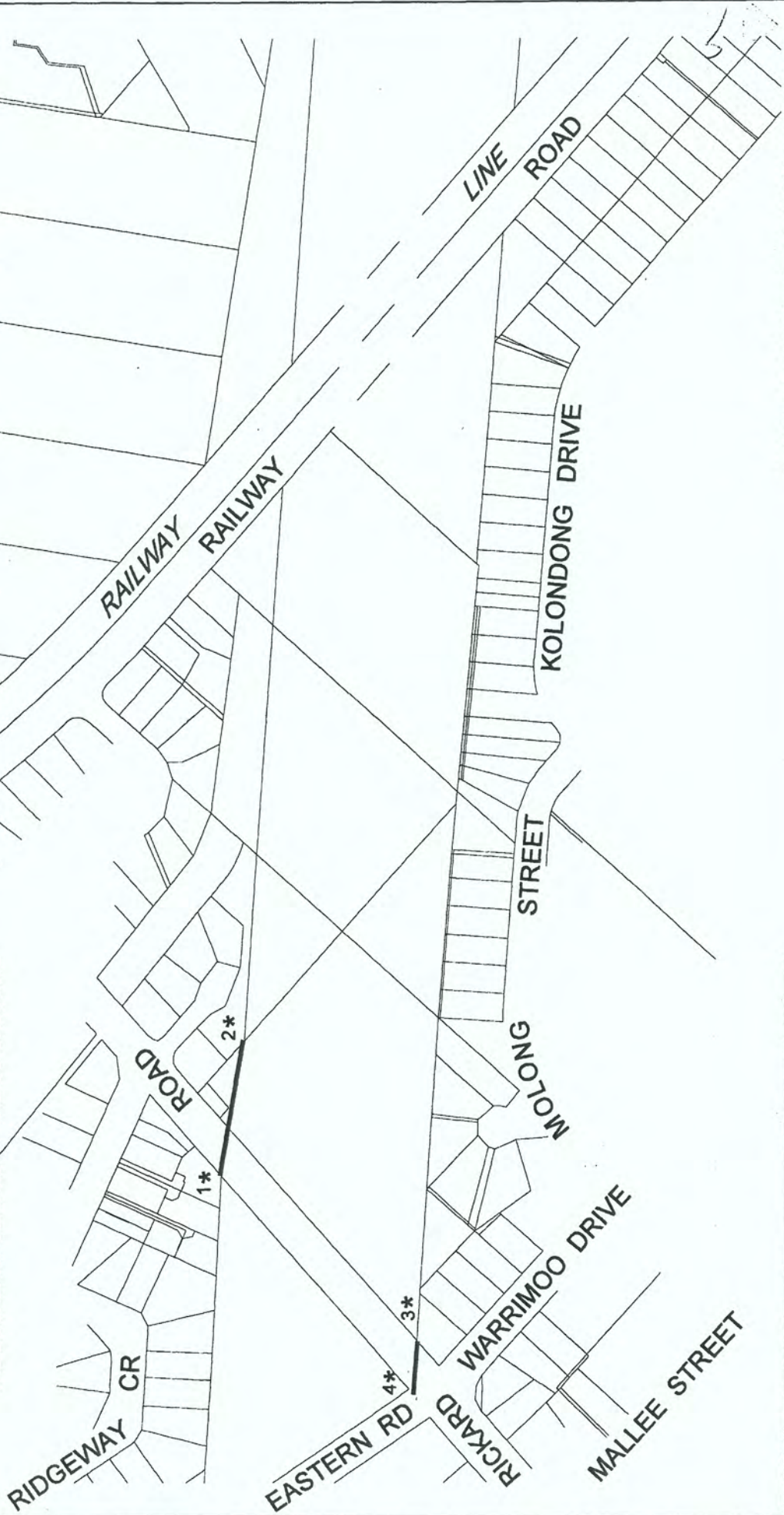


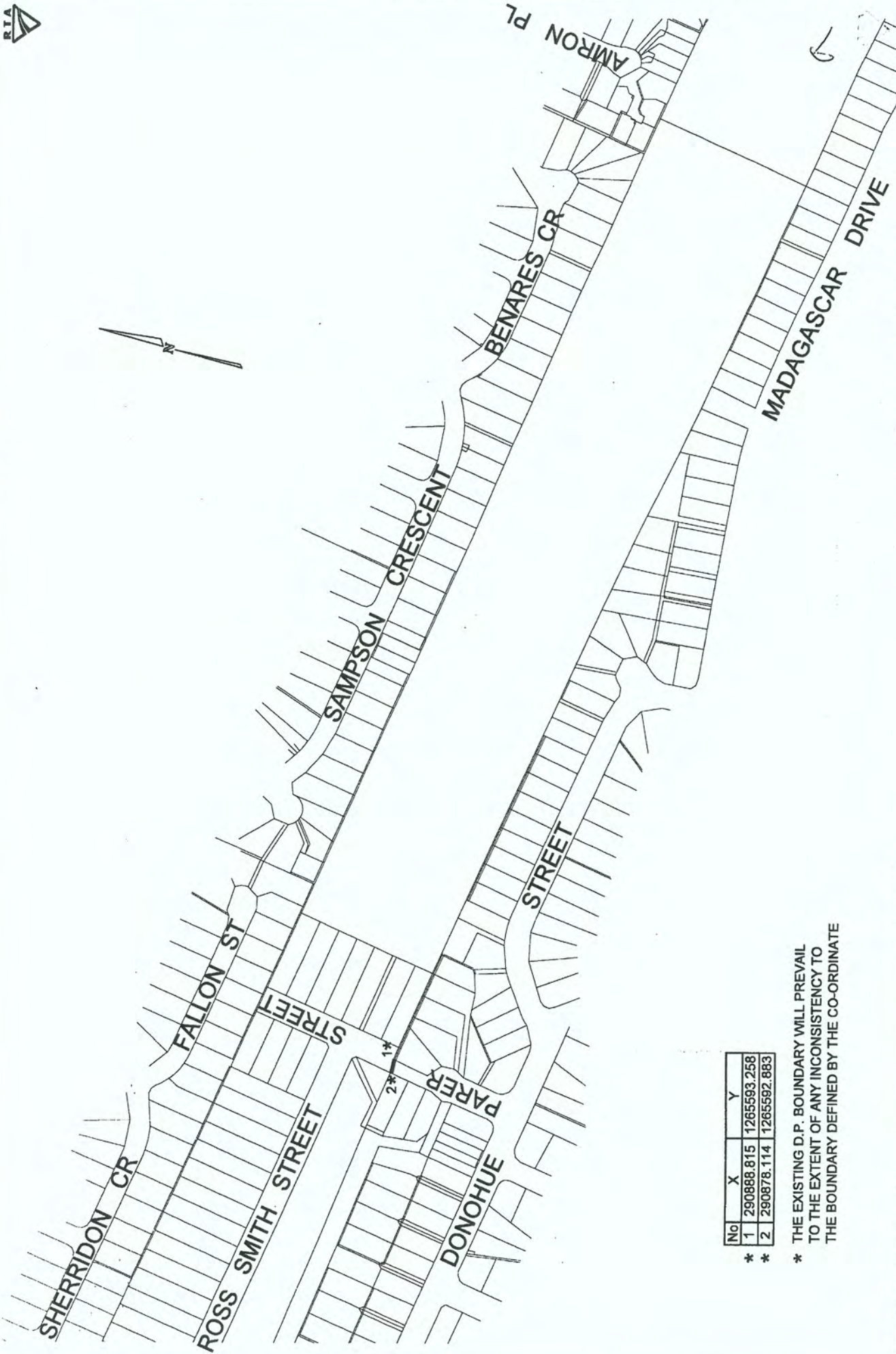


No	X	Y
1	289537.351	1265848.723
2	289611.766	1265836.116
3	289444.576	1265738.816
4	289415.252	1265741.022

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

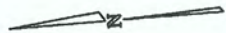




No	X	Y
1	290868.815	1265593.258
2	290878.114	1265592.883

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

No	X	Y
1	292394.383	1265406.749
2	292345.726	1265421.734
3	292340.131	1265443.490
4	292346.756	1265463.071

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ROAD

MEURANTS LANE

CHERRYWOOD ST

4*

3

2

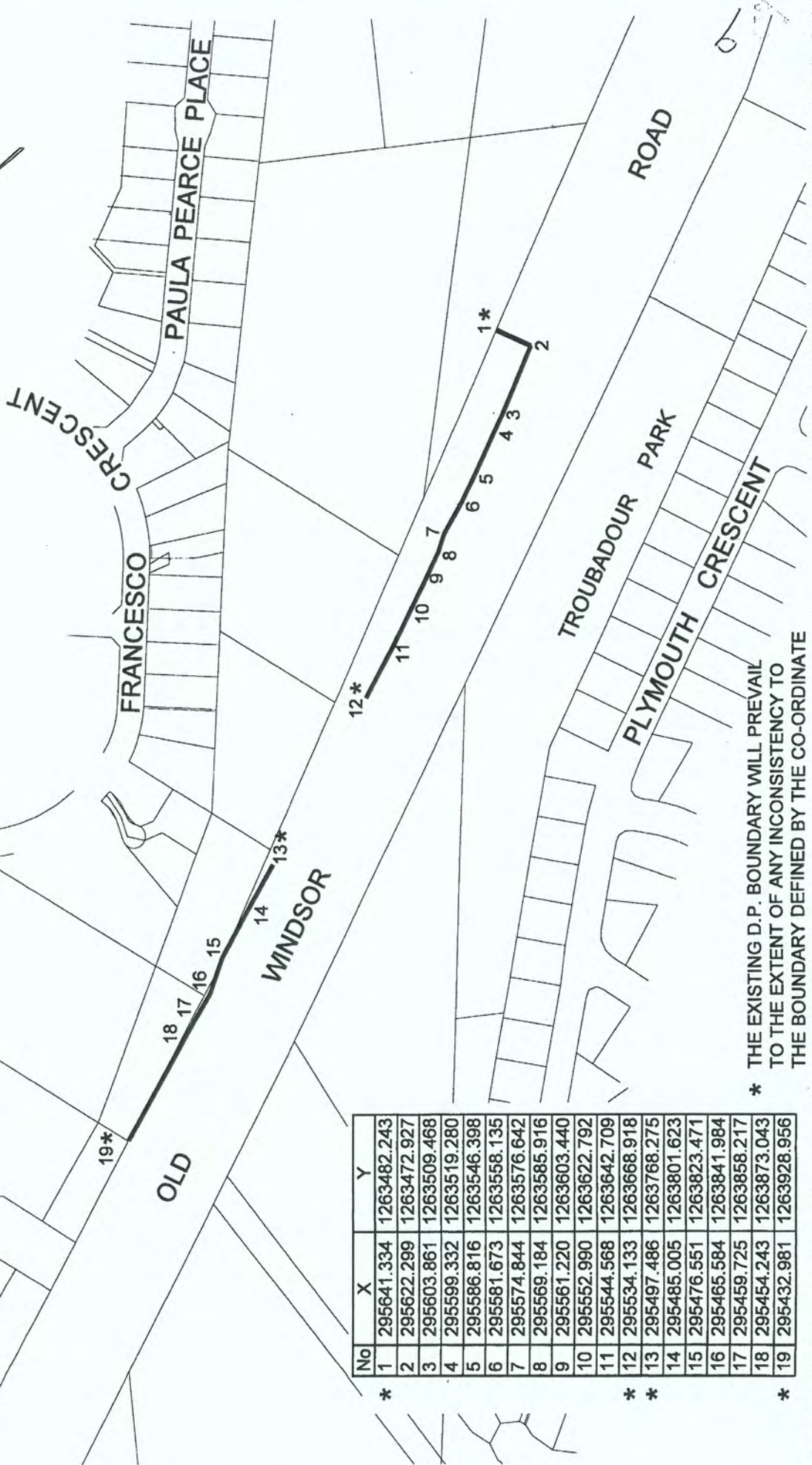
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SUNNYHOLT

HODGES STREET

WILKINSON

AVENUE



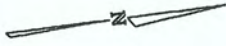
No	X	Y
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2	295622.299	1263472.927
3	295603.861	1263509.468
4	295599.332	1263519.280
5	295586.816	1263546.398
6	295581.673	1263558.135
7	295574.844	1263576.642
8	295569.184	1263585.916
9	295561.220	1263603.440
10	295552.990	1263622.792
11	295544.568	1263642.709
12	295534.133	1263668.918
13	295497.486	1263768.275
14	295485.005	1263801.623
15	295476.551	1263823.471
16	295465.584	1263841.984
17	295459.725	1263858.217
18	295454.243	1263873.043
19	295432.981	1263928.956

*

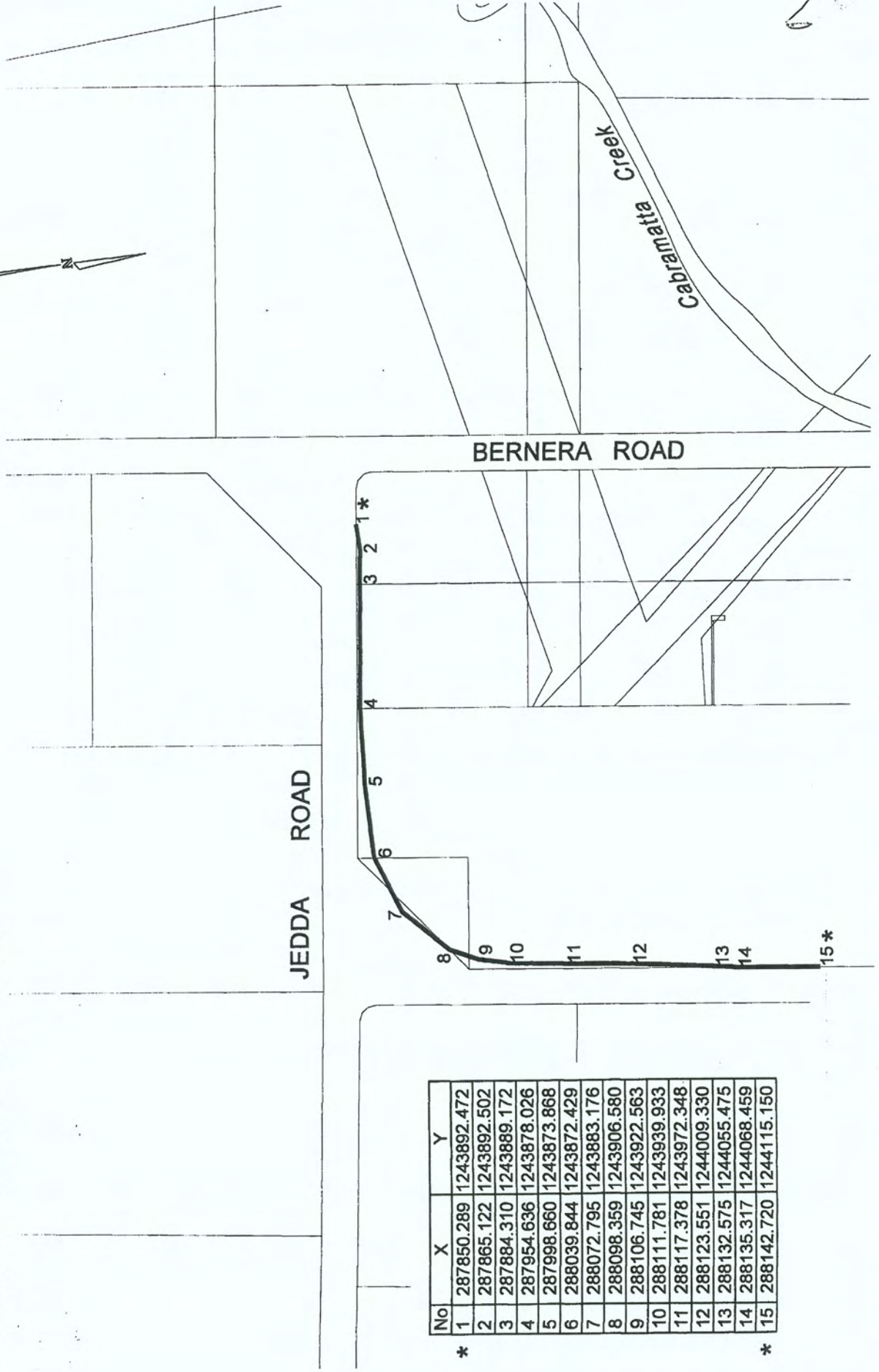
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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



No	X	Y
1	287850.289	1243892.472
2	287865.122	1243892.502
3	287884.310	1243889.172
4	287954.636	1243878.026
5	287998.660	1243873.868
6	288039.844	1243872.429
7	288072.795	1243883.176
8	288098.359	1243906.580
9	288106.745	1243922.563
10	288111.781	1243939.933
11	288117.378	1243972.348
12	288123.551	1244009.330
13	288132.575	1244055.475
14	288135.317	1244068.459
15	288142.720	1244115.150

BERNERA ROAD

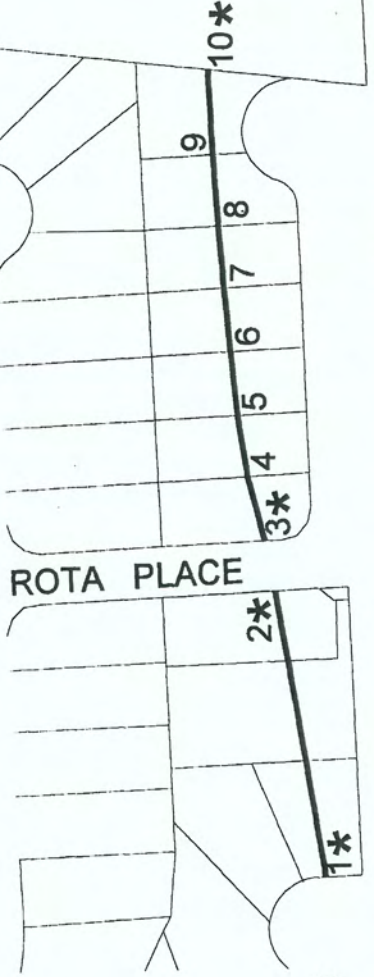
JEDDA ROAD

Calabamattit Creek



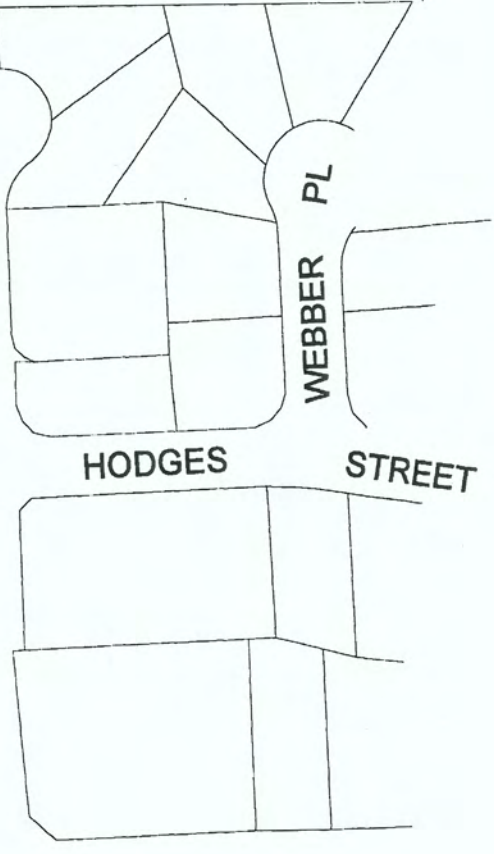
No	X	Y
1	292230.363	1265092.478
2	292232.412	1265162.543
3	292232.504	1265174.691
4	292231.662	1265190.851
5	292232.250	1265205.752
6	292233.662	1265220.962
7	292235.300	1265236.297
8	292237.090	1265251.122
9	292239.403	1265268.199
10	292242.465	1265288.462

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

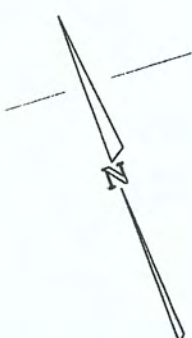
SUNNYHOLT ROAD



HODGES STREET

WEBBER PL

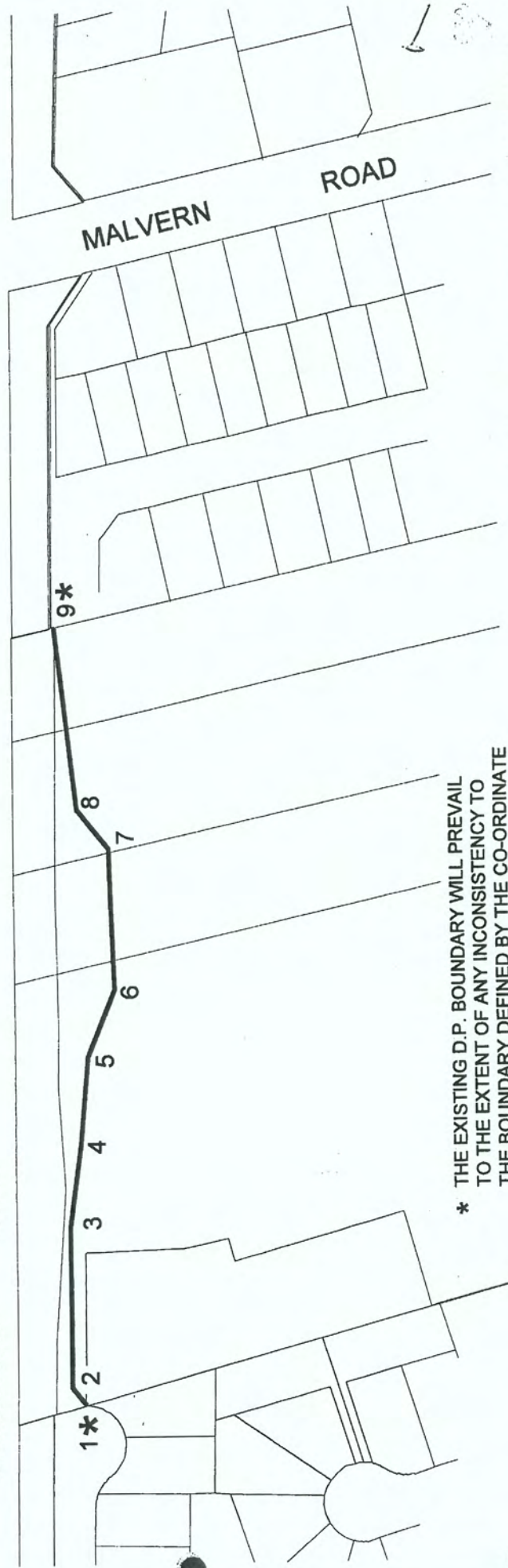
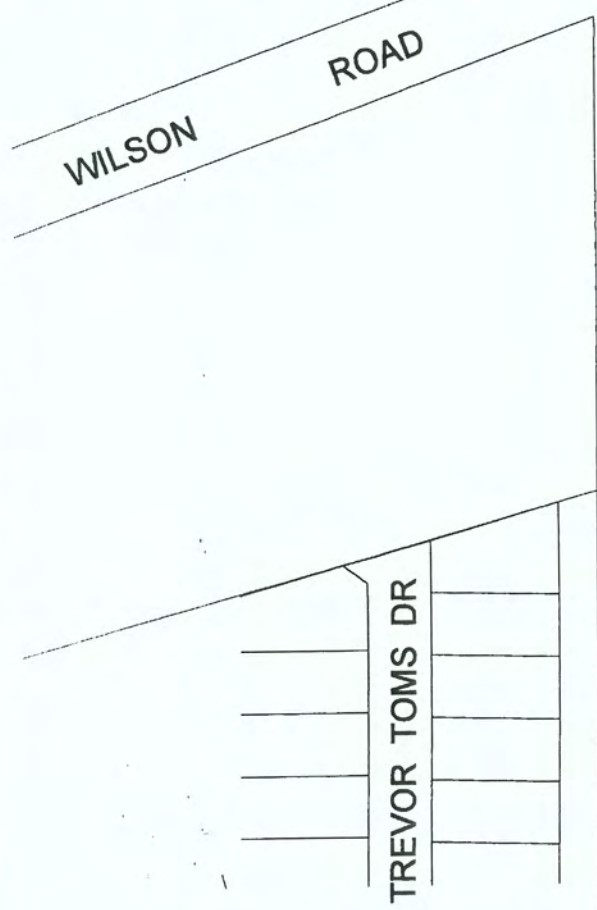
WSO_COMMITTED BOUNDARIES_E2



No	X	Y
1	292406.088	1265604.933
2	292404.108	1265611.318
3	292421.796	1265655.927
4	292433.867	1265677.065
5	292445.944	1265700.967
6	292460.837	1265716.469
7	292475.207	1265755.982
8	292470.814	1265770.334
9	292485.022	1265822.909

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

WSO_COMMITTED BOUNDARIES_E4

20/12/02

REV 0 ORIGINAL ISSUE

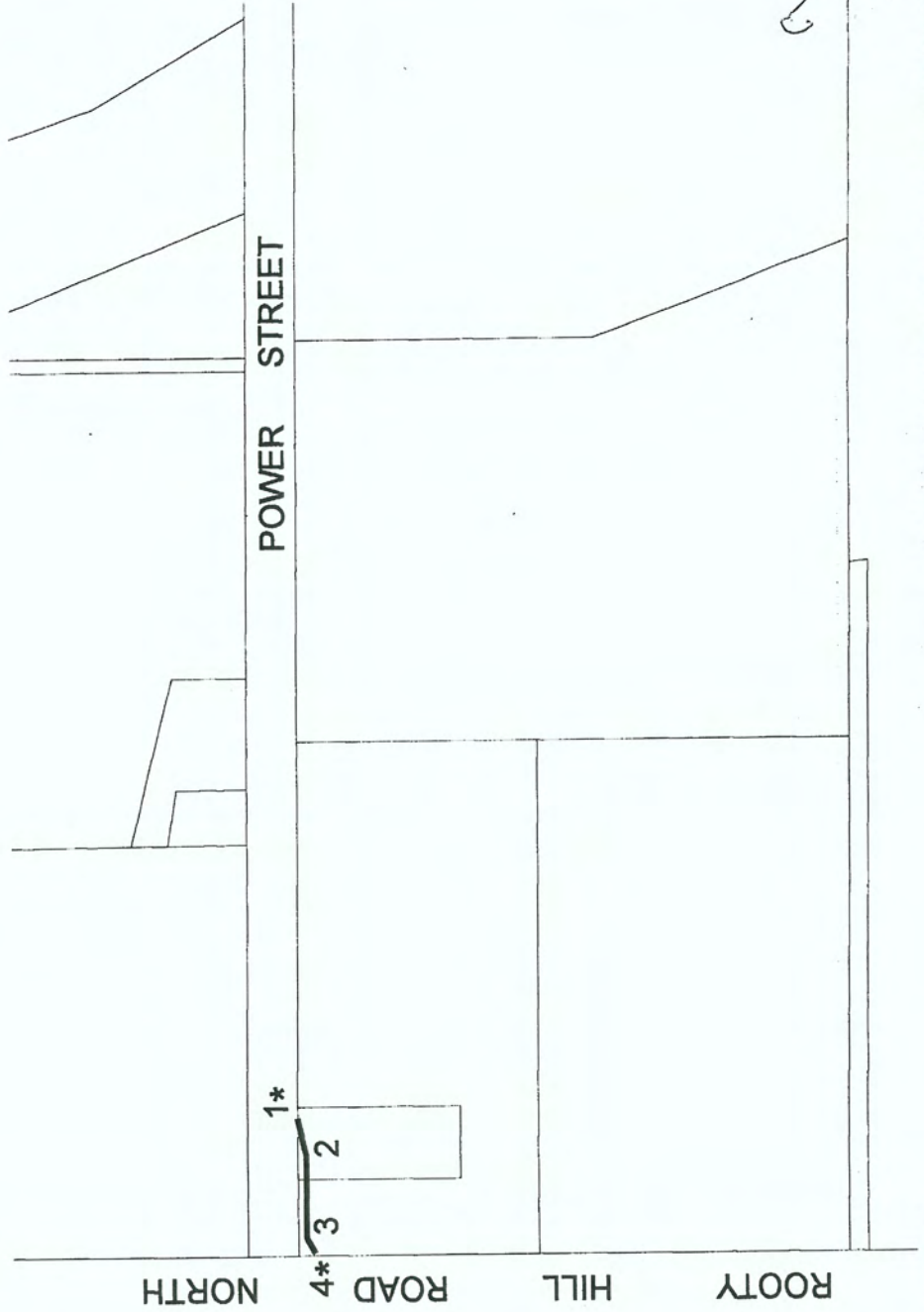


No	X	Y
1	285248.632	1263912.587
2	285233.177	1263911.733
3	285199.718	1263917.616
4	285193.394	1263915.274

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* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE

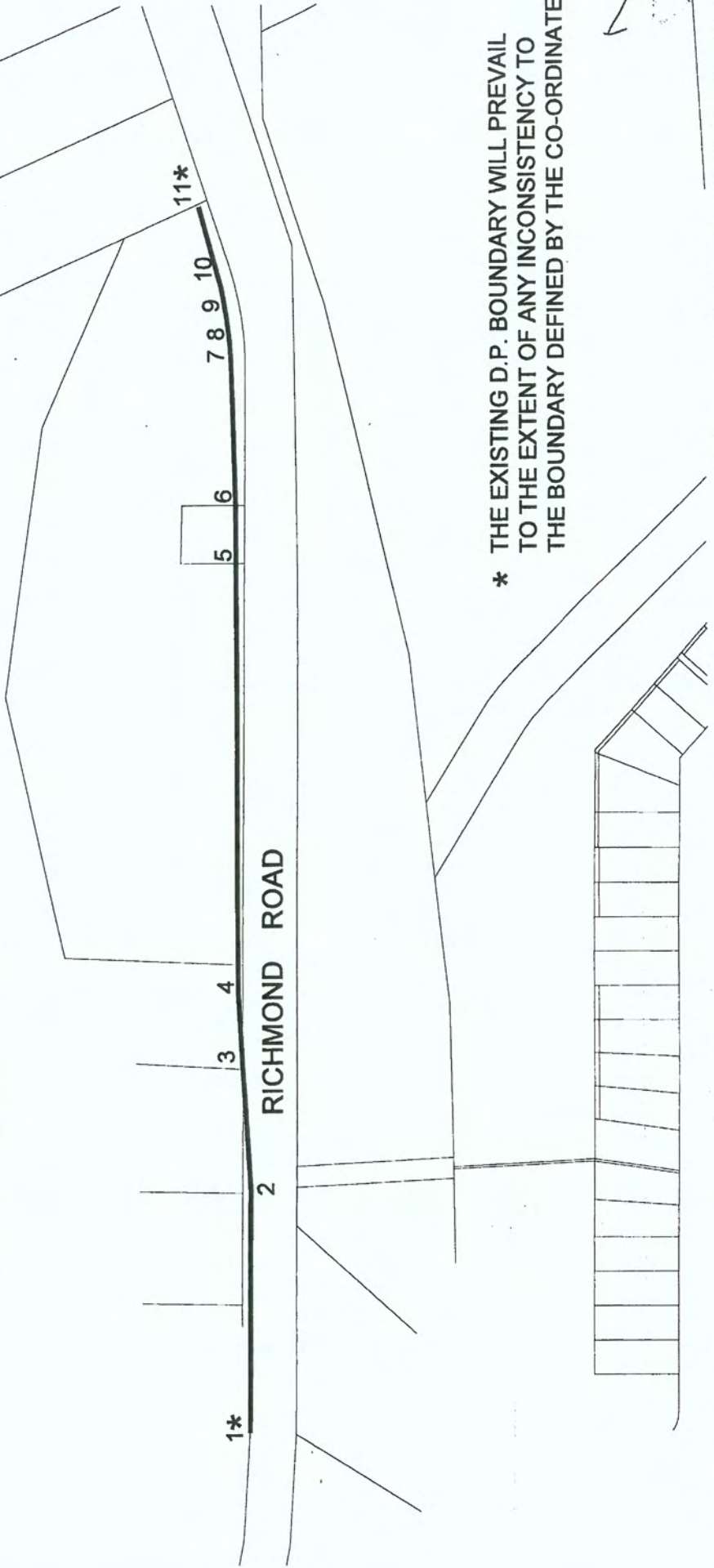




No	X	Y
1	285544.159	1266563.289
2	285588.632	1266466.730
3	285614.312	1266419.765
4	285629.181	1266391.926
5	285708.607	1266222.719
6	285719.386	1266200.161
7	285747.764	1266143.856
8	285751.876	1266136.485
9	285757.361	1266127.701
10	285764.863	1266116.974
11	285789.065	1266088.576

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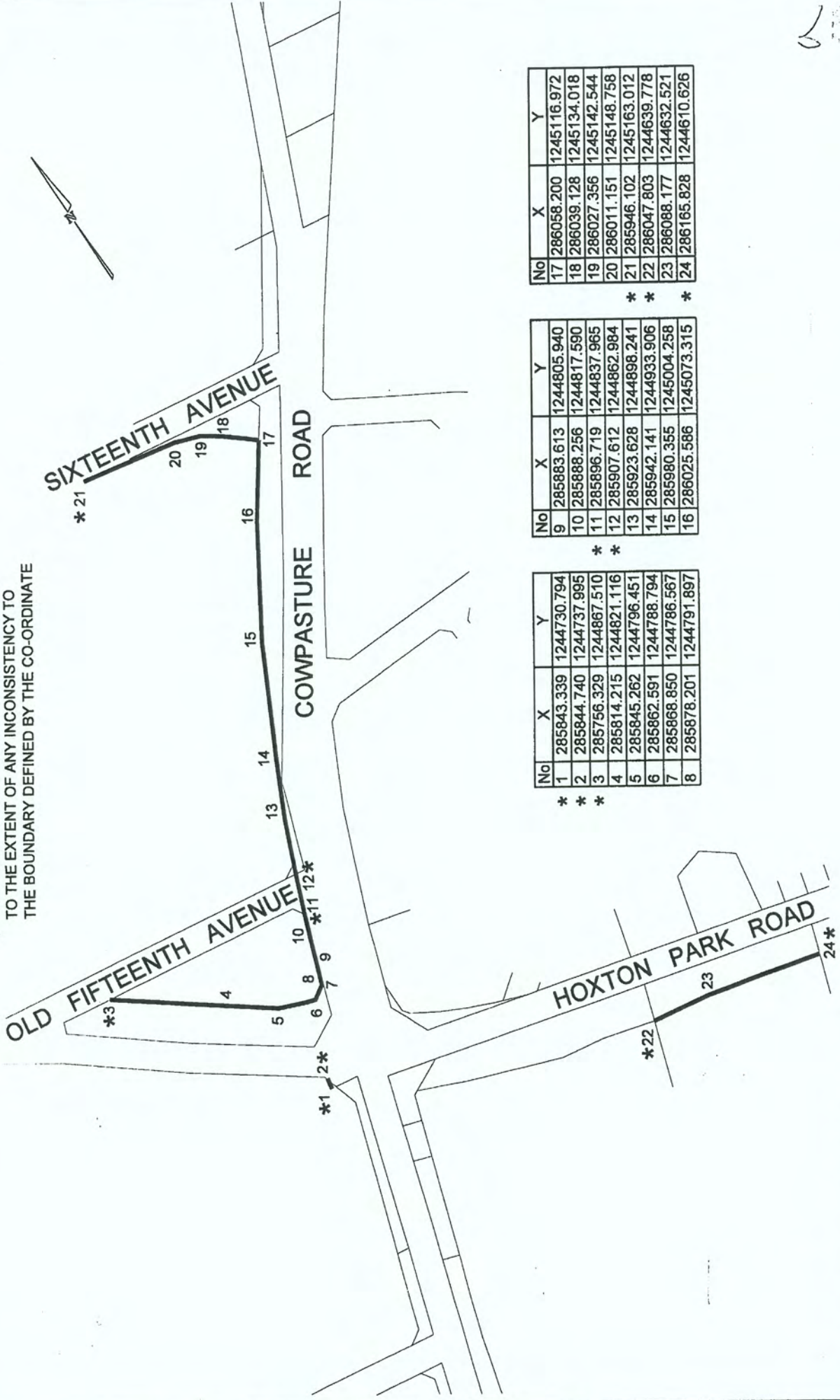
WSO_COMMITTED BOUNDARIES_E7

2012/02

REV 0 ORIGINAL ISSUE



* THE EXISTING D.P. BOUNDARY WILL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY TO THE BOUNDARY DEFINED BY THE CO-ORDINATE



No	X	Y
1	285843.339	1244730.794
2	285844.740	1244737.995
3	285756.329	1244867.510
4	285814.215	1244821.116
5	285845.262	1244796.451
6	285862.591	1244788.794
7	285868.850	1244786.567
8	285878.201	1244791.897

* * *

No	X	Y
9	285883.613	1244805.940
10	285888.256	1244817.590
11	285896.719	1244837.965
12	285907.612	1244862.984
13	285923.628	1244898.241
14	285942.141	1244933.906
15	285980.355	1245004.258
16	286025.586	1245073.315

* *

No	X	Y
17	286058.200	1245116.972
18	286039.128	1245134.018
19	286027.356	1245142.544
20	286011.151	1245148.758
21	285946.102	1245163.012
22	286047.803	1244639.778
23	286088.177	1244632.521
24	286165.828	1244610.626

* * *

REV 1	COORDINATES AND BOUNDARIES AMENDED	23/01/03
REV 0	ORIGINAL ISSUE	20/12/02

Appendix 16 – Principal Items of Infrastructure Amendments

Amend Table A16.1 (Infrastructure to be Constructed) as follows:

No	Infrastructure Item
1	<p>Replace the existing Infrastructure Item with:</p> <p><i>A high standard six lane dual carriageway Motorway from the existing M5 motorway at Prestons to the interchange at Richmond Road and a high standard four lane dual carriageway Motorway between the interchange at Richmond Road existing M2 motorway at West Baulkham Hills.</i></p>
60	<p>Replace the existing Infrastructure Item with:</p> <p><i>Not used.</i></p>
Insert the following new Infrastructure Items:	
77	<p><i>An interchange with the M12 Motorway (M7-M12 Interchange), including the following items:</i></p>
77A	<p>A Ramp from the M12 motorway eastbound to the Motorway northbound (77A), including all infrastructure to enable ramp metering</p>
77.1	<p>A bridge on Ramp (77A) over Elizabeth Drive (BR12)</p>
77.2	<p>A bridge on Ramp 77A over the Elizabeth Drive ramp to M12 motorway westbound (BR13d)</p>
77B	<p>a Ramp from the M12 motorway eastbound to the Motorway southbound (77B), including all infrastructure to enable ramp metering</p>
77.3	<p>A bridge on Ramp (77B) crossing 17A and the Motorway (BR15)</p>
77.4	<p>A bridge on Ramp 77B over Elizabeth Drive ramp to M12 motorway westbound (BR13c)</p>
77C	<p>a Ramp from the Motorway southbound to the M12 westbound (77C)</p>
77.5	<p>A bridge on Ramp 77C crossing the Motorway, Elizabeth Drive, 77B, 17A and 77D (BR14)</p>
77.6	<p>A bridge on Ramp 77C over Elizabeth Drive ramp to M12 motorway westbound (BR13a)</p>
77D	<p>a Ramp from the Motorway northbound to the M12 westbound (77D)</p>
77.7	<p>A bridge on Ramp 77D over the Elizabeth Drive ramp to M12 motorway westbound (BR13b)</p>

Amend Table A16.2 (Infrastructure to be Refurbished and Upgraded) as follows:

No	Infrastructure Item
78	Widening structures on the Motorway to accommodate the additional lane each way between the M5 motorway and Richmond Road:
<u>5.0</u>	B9817 – Northbound Bridge over Maxwells Creek
<u>5.4</u>	B9821 – Northbound Bridge over Maxwells Creek floodplain
<u>6.11</u>	B9825 – Southbound Bridge over Bernera Road
<u>7.0, 7.1</u>	B9826 and B9827 – Twin bridges over Cabramatta Creek
<u>8.0, 8.1</u>	B9829 and B9830 – Twin bridges over Hoxton Park Road and Hinchinbrook Creek
<u>10.0, 10.1</u>	Infra 10.0 and 10.1 – Twin Bridges over Cowpasture Road
<u>10.8</u>	B9839 and B9840 – Twin Bridge over Shared Path and Waterway
<u>10.82, 10.83, 10.91, 10.92, 12.0, 12.1, 13.0, 13.1</u>	B9841 and B9842 – Twin Bridges over Hinchinbrook Creek
<u>15.0, 15.1</u>	B9844 and B9845 – Twin Bridges over Future Access Road
<u>16</u>	Extend existing shared path bridge over the Motorway and ramps
<u>17.10, 17.11</u>	B9847 and B9848 – Twin Bridges over Elizabeth Drive (incl. modification of abutments)
<u>19.10, 19.11</u>	B9851 and B9852 – Twin Bridges over PAD 7 (Ropes Creek and Villiers Road)
<u>20</u>	B9853 and B9854 – Twin Bridges over Saxony Road
<u>22.10, 22.11</u>	B9858 and B9859 – Twin Bridges over Redmayne Road
<u>24.0, 24.1</u>	B9861 and B9862 – Twin Bridges over Austral Bricks Access Road
<u>25.10, 25.11</u>	B9863 and B9864 – Twin Bridges over Waste Service Access Road
<u>25.20, 25.21</u>	B9870 and B9871 – Twin Bridges over Reedy Creek
<u>25.92, 25.93</u>	B9873 and B9874 – Twin Bridges over Reedy Creek Tributary
<u>27.0, 27.1</u>	B9893 and B9894 – Twin Bridges over Great Western Highway
<u>30.0, 30.1</u>	B9898 and B9899 – Twin Bridges over Angus Creek

No	Infrastructure Item	
	<u>31.0,</u> <u>31.1</u>	B8245 and B9901 – Twin Bridges over Western Railway
	<u>32.1,</u> <u>32.2</u>	B9902 and B9903 – Twin Bridges over Woodstock Avenue
	<u>35.1,</u> <u>35.2</u>	B9908 and B9909 – Twin Bridges over Shared Path at Florence Street
79	<u>55, 56,</u> <u>57</u>	Modify the off-road shared path impacted by the M7-M12 Interchange Works.
80	<u>61</u>	Relocate the existing heavy vehicle stopping bay on the Motorway at Cecil Hills to a location further south at Elizabeth Hills.
81	<u>64</u>	Modify or reinstate all tolling infrastructure affected by the M7 Widening Works, including new toll points and all associated infrastructure at 77A, 77B, 77C and 77D.
82	<u>68</u>	Modify and reinstate associated ITS infrastructure impacted by the M7-M12 Interchange Works and M7 Widening Works. New ITS and electrical infrastructure sufficient for the integrated operation of the Motorway and the M12 Motorway.

**Appendix 20 - Asset Items and Sub-Items – Specified Design Lives
Amendments**

Amend Appendix 20 as follows:

Page	Add the following paragraph:
1 of 4	<i>For the Retained Works, as defined in the M7-M12 Integration Project Deed, Appendix B.13 of the M7-M12 Integration Project Scope of Works and Technical Criteria must apply.</i>