

Schedule 18 – Requirements of Third Party Agreements

(clauses 1.1, 7.2(c), 10.18, 10.22, 10.28 and 63.16)

1. No limitation

Nothing in this Schedule 18 (*Requirements of Third Party Agreements*):

- (a) limits the Principal's rights or obligations or affects OpCo's rights and obligations under any clause of this deed;
- (b) will extend OpCo's liability for any Consequential or Indirect Loss beyond the scope of that provided for in clause 44.3 of the Operative Provisions; and
- (c) will require OpCo to procure, effect or maintain any Professional Indemnity insurance policy from the date that is 10 years after Financial Close.

1A. General

- (a) Where this Schedule 18 (*Requirements of Third Party Agreements*) expressly provides that the Principal will issue a Modification Impact Request, the Principal's right to reject the Modification Impact Proposal in accordance with clause 33.5(b)(iv) of the Operative Provisions or elect not to proceed with the proposed Modification in accordance with clause 33.5(b)(v) of the Operative Provisions will not apply.

2. Third Party Agreements

2.1 Airport and Rail Integration Deed

- (a) OpCo:
 - (i) acknowledges that the Principal is a party to a deed with Commonwealth of Australia (**Commonwealth**), Transport for NSW, and WSA Co Limited (**Airport Lessee**) on the terms of the "Western Sydney International (Nancy-Bird Walton) Airport – Airport and Rail Integration Deed" (**RID**);
 - (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.1(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the RID as if it were named as the Principal in the RID so as to ensure that the Principal is able to fully meet those obligations under the RID or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.1(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

- (iv) may not exercise any of the Principal's discretions or rights under the RID unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo's obligations under this Schedule 18 in respect of the RID extend only to the extent relevant to the SSTOM Works, Temporary Works or, but for this Schedule 18, the performance of OpCo's Activities.
- (c) Where the RID provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.1(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where the RID provides for the Principal to provide a document, notice or information to the Airport Lessee or the Commonwealth, OpCo:
 - (i) must not provide any such document, notice or information directly to the Airport Lessee or the Commonwealth unless otherwise agreed with the Principal; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Airport Lessee or the Commonwealth within the time period required by the RID.
- (da) Where the RID provides for the Airport Lessee to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where the Airport Lessee has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the RID;
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to the Airport Lessee or the Commonwealth under the RID or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the RID.
- (f) Whenever, pursuant to the terms of the RID, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to the Airport Lessee or the Commonwealth under any clause of the RID then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the RID in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.1(f) or 2.1(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of the Airport Lessee or the Commonwealth, or a breach of the RID by the Airport Lessee or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the RID contains a provision pursuant to which the Airport Lessee or the Commonwealth is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the RID were set out fully in this deed.

- (h) Nothing in the RID or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by the Airport Lessee or the Commonwealth against the Principal or any liability of the Principal to the Airport Lessee or the Commonwealth arising out of or in any way in connection with the RID to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this Schedule 18 (*Requirements of Third Party Agreements*).
- (j) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of the Airport Lessee, the Commonwealth or their respective employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the RID by, or a negligent act or omission of, the Airport Lessee or the Commonwealth; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the RID,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.1(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of the Airport Lessee, the Commonwealth or their respective employees, agents, contractors or officers in relation to the RID, except where such acts or omissions:
 - (I) constitute a breach of the RID by, or a negligent act or omission of, the Airport Lessee or the Commonwealth; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the RID,
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the RID.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to the Airport Lessee or the Commonwealth (as applicable) under clauses:
 - (i) 9.1.6;

- (ii) 15.4.3;
- (iii) 16
- (iv) 25.1;
- (v) 27;
- (vi) 31;
- (vii) B.6.4.a;
- (viii) B.10.3;

of the RID and clauses:

- (ix) 2.4.1.b of the RID Access Licences; and
- (x) 4.1.2.b of the RID Access Licences,

without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Airport and Rail Integration Deed

Clause	Title	Extent of the Principal's responsibilities for the clause specified
2	Roles of parties	All
3	Term, commencement and review	All
4.3.1 and 4.3.3	Provision of information	All, provided that OpCo may request the Principal to request Airport Technical Information from the Airport Lessee to the extent necessary for performance of OpCo's Activities and the Principal will provide such information promptly following receipt.
5	Application of Part 2	All If a party to the RID issues a Part 2 End Notice at a time when OpCo still requires access under the RID, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.
6.1-6.5	Project governance and coordination	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
6.6	Options Papers	All, except that OpCo must provide any inputs into Options papers prepared by the Principal to enable the Principal to fulfil its obligations under this clause.
6.8.1	Integration Principles	Compliance with the Integration Principles is the Principal's responsibilities as described for Schedule 10 below

Clause	Title	Extent of the Principal's responsibilities for the clause specified
6.9	Consultation on procurements	All, except that OpCo must provide any inputs on potential interface matters the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause.
7.1 – 7.2	Airport Plan variation process and environmental assessments and Offsite planning approval	The Principal must obtain the Planning Approvals for which the Principal is stated to have responsibility in clause 7.2(a) of the Operative Provisions.
7.3.1, 7.3.2, 7.3.7, 7.3.8,	Cooperation on environmental management plans and impacts – Initial Developments	All, except that OpCo must provide any information or input as the Principal requires to enable the Principal to fulfil its obligations under this clause.
7.3.9	Cooperation on environmental management plans and impacts – Initial Developments – Compliance with plans	The Principal will be responsible for agreeing the Cumulative Impacts Plan with the Airport Lessee and will provide a copy of this to OpCo. OpCo is responsible for complying with that plan.
7.3.10	Cooperation on environmental management plans and impacts – disputes	All, except that OpCo must provide any information or input as the Principal requires to enable the Principal to fulfil its obligations under this clause.
7.3.11	Cooperation on environmental management plans and impacts – Initial Developments – good faith	Without limiting either party's obligations under clause 7.2 of the Operative Provisions, the Principal will be responsible for the obligations under this clause except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause.
7.4	Cooperation on environmental management plans and impacts – operation of Initial Developments	All, except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause.
7.5 – 7.7	Building Approvals for Development on Airport Site Other Approvals Costs	<p>The Principal:</p> <ul style="list-style-type: none"> (a) is to satisfy, carry out and fulfil the conditions and requirements of those Approvals for which the Principal is stated to have responsibility to the extent specified in Schedule 13 (Planning Approval Conditions) (as required by clause 7.2(b) of the Operative Provisions); (b) remains responsible for changes in the Planning Approvals as set out in clause 7.3 of the Operative Provisions; and (c) is responsible for reimbursing the Airport Lessee for any additional costs required by clause 7.7.2 of the RID, other than to the extent such costs arise out of OpCo's breach of a term of this deed.

Clause	Title	Extent of the Principal's responsibilities for the clause specified
9.1.5 and 9.1.6	Interface Works	<p>All, except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause.</p> <p>OpCo will be entitled to comment on the Potential Interface Works, to the extent relevant to OpCo's Activities.</p>
9.2	Other works to facilitate Initial Airport Development or Initial Rail Development	All
9.3.1	Responsibilities of the Development Parties	All
9.3.2(a)	Responsibilities of the Development Parties	The Principal retains this obligation to the extent such loss or damage to property is caused or contributed to by the Principal, the State or their respective Associates.
9.4	Development Parties to exchange Programs	<p>All, except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause.</p> <p>OpCo will be entitled to comment on the Program, to the extent relevant to OpCo's Activities.</p>
10.2	Commencement of Rail Activities	All, except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause.
10.3.1 - 10.3.4, 10.3.6 – 10.3.9, 10.3.10, 10.3.14	Grant of Access Licence	All
10.3.5	Grant of Access Licences	<p>If the Principal enters into an additional Access Licence under the RID after the date of this deed:</p> <p>(a) the Principal will provide a copy of Access Licence to OpCo;</p> <p>(b) OpCo must comply the terms of the access licence in accordance with the</p>

Clause	Title	Extent of the Principal's responsibilities for the clause specified
		<p>division of responsibilities specified in the table below; and</p> <p>(c) OpCo must not put the Principal in breach of its obligations under the access licence.</p> <p>OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under any access licence.</p> <p>For the avoidance of doubt, the parties agree that:</p> <p>(a) any additional access licence entered into in the form of the existing access licences provided to OpCo as at the date of this deed, is not an Additional Third Party Agreement under this deed; and</p> <p>(b) if the form of any additional access licence differs from the form of the existing access licences provided to OpCo as at the date of this deed:</p> <p>(i) the additional access licence will be treated as if it is an Additional Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions; and</p> <p>(ii) without limiting clause 10.28(f), clause 33.2 will only apply to the extent the additional access licence contains terms that differ from the form of the existing access licences provided to OpCo as at the date of this deed.</p>
10.3.11	Grant of Access Licence	Other than to the extent Schedule 5 of the RID (as passed through below) or the SSTOM Particular Specification describes licensed areas to be handed back to the Airport Lessee by OpCo (which OpCo must hand back in the Handback Condition for that Licensed Area in accordance with the relevant Access Licence), the Principal is responsible for handback of such areas to the Airport Lessee.
10.7 – 10.8	Construction of Airport Site Access Roads Maintenance of Airport Site Access Roads	Other than to the extent that the Particular Specification and Exhibit 3 (Site Access Schedule) requires the construction, maintenance, and/or removal of specific Airport Site Access Roads, the Principal is responsible for these obligations.

Clause	Title	Extent of the Principal's responsibilities for the clause specified
10.10	Shared Access Roads Protocol	The Principal will be responsible for all of the obligations in relation to development and agreement of the Shared Access Roads protocol with the Airport Lessee and will provide a copy of this to OpCo. OpCo must then comply with it when accessing those roads in accordance with clause 10.10.3(b).
11	Insurances	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions.
12	Liability for Part 2	All
13	BEC Change Terms	All
14	First Passenger Service Date and Date of Regular Public Transport Operations	All
15	Rail Easement	Without limiting OpCo's obligations under the Operatives Provisions in relation to easements, all.
16 (excluding 16.1.2(b) and 16.1.4)	Operation and Maintenance Agreement	<p>All, except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause.</p> <p>The executed O&M Agreement will be treated as if it is an Additional Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions and without limiting clause 10.28(f), clause 33.2 will only apply to the extent the Operation and Maintenance Agreement imposes greater or different obligations on OpCo from those which are set out in the O&M Principles in Schedule 4 of the RID.</p>
17.1, 17.2, 17.4 (other than 17.4.4, 17.4.5), 17.5 and 17.6	Control of station naming	All
Part 4	Further Airport Development and Rail Development	All
25	Development in the Rail Corridor	<p>All</p> <p>If a Part 2 End Date occurs at a time when OpCo still requires access under the RID, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p>

Clause	Title	Extent of the Principal's responsibilities for the clause specified
26.1 and 26.2	Compliance with Development protection requirements	All
27	SSZ Principles	The Principal will be responsible for agreeing any changes to the SSZ Principles with the Development Parties (together with any consequential Modifications under the deed).
28	Status of Design Reference Documents	All
29.1.1.b, 29.1.1.c, 29.1.2 – 29.1.10	AEO Determination Process	All
30.1.2, 30.1.3 and 30.1.4	WSA Interface NAC Procedure	All
31	Modifications and variations of Schedules	Without limiting clause 32 of the Operative Provisions, the Principal will be responsible for all the obligations in this clause, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations under this clause.
33.1.3	Work, health and safety management	The Principal is responsible for appointing the Principal Contractor, without limiting clause 10.2 (Principal contractor) of the Operative Provisions.
34	Ownership of Rail Infrastructure	All
35	Airport Site Conditions	All
36.1 – 36.3	Liability matters	All
37.3	Announcements	All
37.5	Grant of licences	The Principal will grant, or procure that the Airport Lessee grants, to OpCo a sub-licence to use any Intellectual Property Rights relevant to the performance of OpCo's Activities in respect of the RID.
38	Dispute resolution	Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause. The Principal must keep OpCo informed of the progress and resolution of such disputes.

Clause	Title	Extent of the Principal's responsibilities for the clause specified
39	Administrative provisions	<p>The Principal will be responsible for all the obligations in this clause, except for:</p> <ul style="list-style-type: none"> (a) clauses 39.3 (Governing law) and 39.4 (Jurisdiction); (b) clauses 39.9.1-39.9.3 (Assignment); and (c) clause 39.20 in relation to duties and similar Taxes.
Schedules		
Schedule 1	Novation Deed	All
Schedule 2	PART 2 Design Review Process	<p>B3.1 – Design Documents are to be delivered to the Principal in accordance with clause 2.1(d) of this Schedule 18 (Requirements of Third Party Agreements) rather than directly to the other Development Party</p> <p>B6.4& 6.5 – Without prejudice to OpCo's obligations to deliver compliant design documentation All, except that OpCo must provide reasonable assistance, information and advice that the Principal requires to enable the Principal to fulfil its obligations under this clause to prepare Options Paper, including promptly providing confirmation whether it accepts that the Design Documentation is non-compliant and that it will amend the Design Documentation in accordance with this clause.</p> <p>B6.6 – B6.9 – All. Clause 3 will apply to the determination process under these clauses.</p> <p>B7 – To the extent that any amendments to Final Stage Design are required arising out of an Options Paper and such amendments were not otherwise required in order for the Final Stage Design to comply with this deed, the Principal will issue a consequential Modification under this deed.</p> <p>B10 - With respect to clause B10.2, OpCo will be entitled to have its comments included in any Objection Notice in relation to a Notice of Intention to Proceed.</p> <p>B11 – All</p> <p>C – All. With respect to clause C2.1, OpCo will be entitled to have its comments included in any response to the Airport Lessee in relation to Design Documentation (BEC).</p>
Schedule 4	O&M Principles	<p>The Principal will be responsible for developing and agreeing to the O&M Agreement under the RID except that OpCo must provide any information, advice or attend any meetings the Principal reasonably requires to enable the Principal to fulfil its obligations under this clause. The Principal will provide a copy of</p>

Clause	Title	Extent of the Principal's responsibilities for the clause specified
		the O&M Agreement to OpCo , which OpCo must then comply with once executed.
Schedule 5	Access Schedule	<p>Licence Commencement Date/Licence End Date as listed in this Schedule are not applicable for the purpose of this deed as such information and dates for access are included and governed by Exhibit 3 of this deed.</p> <p>Without limiting OpCo's obligations under this deed as to the Works and the condition of the Construction Site (including primary and secondary fill sites and WSA access roads) at Completion, as between the Principal and OpCo, the Principal will be responsible for bringing the following Applicable Licensed Areas to the Additional Handback Conditions:</p> <ul style="list-style-type: none"> ▪ LA102 ▪ LA206 ▪ LA302 ▪ LA401 ▪ LA403 ▪ LA404 ▪ LA501 ▪ LA601 ▪ LAR01 ▪ LAR02 ▪ LAR03 ▪ LAR04 ▪ LAR11 ▪ LAR12 ▪ Location 2 ▪ Location 4 ▪ Location 6 <p>For the purposes of interpreting this Schedule 5:</p> <ul style="list-style-type: none"> ▪ Licenced Area LA101 is applicable to L-PS1, L-PS2, L-PS3, L-TA2, L-TA6 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA103 is applicable to L-TA3, L-TA7 in Exhibit 3 (Site Access Schedule) of this deed

Clause	Title	Extent of the Principal's responsibilities for the clause specified
		<ul style="list-style-type: none"> ▪ Licenced Area LA104 is applicable to L-TA1, L-TA4, L-TA5 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA201 is applicable to M-TA5 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA202 is applicable to M-PS5 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA203 is applicable to M-TA4 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA204 is applicable to M-TA3 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA205 is applicable to M-TA2 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA206B is applicable to M-PS4 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA206C is applicable to M-PS3 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA207 is applicable to M-PS1 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA208 is applicable to M-TA1 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA209 is applicable to M-PS2, M-PS6, M-PS7 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA301 is applicable to N-PS1 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA303 is applicable to N-PS3, N-PS4, N-TA8, N-TA9 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA304 is applicable to N-PS3, N-PS4, N-TA8, N-TA9 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA305 is applicable to Part of N-TA3 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA306 is applicable to Part of N-TA1 in Exhibit 3 (Site Access Schedule) of this deed

Clause	Title	Extent of the Principal's responsibilities for the clause specified
		<ul style="list-style-type: none"> ▪ Licenced Area LA307 is applicable to Part of N-TA1, N-TA2, Part N-TA3, N-TA7 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA308 is applicable to N-TA4 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LA402 is applicable to M-TA5 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LAR05A/B is applicable to LAR05A/B in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LAR06A/B is applicable to LAR06A/B in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LAR07 is applicable to LAR07 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LAR08 is applicable to LAR08 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LAR09 is applicable to LAR09 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area LAR10 is applicable to LAR10 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area Location 3 is applicable to Location 3 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area Location 5 is applicable to M-TA3 in Exhibit 3 (Site Access Schedule) of this deed ▪ Licenced Area Location 7 is applicable to N-TA6 in Exhibit 3 (Site Access Schedule) of this deed <p>In relation to the Licenced Areas applicable to LA 206B, LA206, LA304, LA308 and the LA100 series, the Principal must enter into Access Licences by the relevant Site Access Date in Exhibit 3 (Site Access Schedule).</p>
Schedule 7	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions.
Schedule 8	Cumulative Impacts Principles	The Principal will be responsible for all of the obligations in relation to development and agreement of the Cumulative Impacts Principles with the Airport Lessee and will provide a copy

Clause	Title	Extent of the Principal's responsibilities for the clause specified
		of this to OpCo, which OpCo must then comply with.
Schedule 9	RS2 Construction Areas	All
Schedule 10	Integration Principles	All
Schedule 12	Rail Easement Terms	All
Schedule 13	AEO Determination Process	All
Schedule 14	WSA Interface NAC Procedure	All, except, on invitation, OpCo must attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause. and excluding the obligation and timeframes for submitting the forms to the WSA Interface NAC Procedure.
Schedule 16	Shared Access Roads Protocol Principles	The Principal will be responsible for all of the obligations in relation to agreeing the roads protocol with the Airport Lessee and will provide a copy of the agreed protocol to OpCo, which OpCo must then comply with.
Schedule 21	BEC Change terms	All

Access Licences

This pass-through table is in relation to Access Licences over the LAR07, LAR09, LAR12, LA201, LA202, LA203, LA204, LA205, LA207, LA208, LA209, LA301, LA303, LA305, LA306, LA307, LA308A, LA401, LA402 and LA501 (**RID Access Licences**).

Clause	Title	Extent of the Principal's responsibilities for the clause specified
3.1.1.a.i.C & 3.1.1b	Licensee's Obligations	The Principal will only be responsible for obligations under clauses 3.1.1.a.i.C and 3.1.1b in relation to the Airport Lease.
18	Suspension, Termination and End of Licence	<p>If:</p> <ul style="list-style-type: none"> (a) the Airport Lessee gives a direction under clause 18.1.1 to vacate or suspend activities; or (b) the licence is otherwise terminated under clause 18.2 at any time during the Term, <p>the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that such suspension or termination impacts upon OpCo's Activities. The Modification will address the</p>

Clause	Title	Extent of the Principal's responsibilities for the clause specified
		<p>impacts upon OpCo's Activities arising during the period from:</p> <p>(c) in the case of a direction to vacate or suspend activities in (a) above, the time of the direction; and</p> <p>(d) in the case of the termination of an access licence under (b) above, the date of commencement of the impact on OpCo's Activities until the date on which new access arrangements are put in place as an Additional Third Party Agreement under clause 10.19(c).</p> <p>The Principal may take into account the extent to which the suspension or termination of the licence arises out of or in connection with a:</p> <p>(a) breach by OpCo of its obligations under the licence; or</p> <p>(b) wrongful act or omission of OpCo or its Associates,</p> <p>and any entitlements under the Modification may be reduced proportionately.</p>
Schedule 1, Item 5 in LA201, LA203, LA205, LA208, LA209, LA303, LA305, LA306, LA307	Licence Details – End Date	<p>All and if OpCo requires access to the Licensed Area for the purpose of performing OpCo's Activities:</p> <p>(a) the Principal will secure access to the Licensed Land for the further period requested by OpCo; and</p> <p>(b) if the Principal fails to secure the access referred to in paragraph (a) or secures access on terms which are different from those in the RID Access Licences, and such failure or different terms (as applicable) impact on OpCo's Activities, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p>
Schedule 1, Item 5 in LA204	Licence Details – End Date	<p>The End Date listed in the Access Licence for LA204 is not applicable for the purpose of this deed as the relevant dates for access are included and governed by Exhibit 3 (<i>Site Access Schedule</i>) of this deed.</p>
Schedule 4, Special Condition	Utility Works	<p>The Principal retains this obligation to the extent that OpCo demonstrates that the costs were not reasonably incurred by WSA.</p>

Clause	Title	Extent of the Principal's responsibilities for the clause specified
1.3(b) in LA204		
Schedule 4, Special Condition 3 in LA201, LA203, LA205, LA208, LA209, LA303, LA305, LA306, LA307	Counter Party Works	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that:</p> <p>(c) the Principal and the Airport Lessee agree that Counter Party Works will be performed; and</p> <p>(d) the Counter Party Works impact upon OpCo's Activities.</p>

Shared Access Roads Protocol

Clause	Title	Extent of the Principal's responsibilities for the clause specified
3a	Governance	To the extent that the Shared Access Roads Protocol is amended following the date of this deed, from the version contained in Exhibit 11 to this deed, the amended version of the Shared Access Roads Protocol will be treated as if it is an amended Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions.
9.6	Exclusive Access	<p>The Principal will not agree to a request made by the Airport Lessee or the Commonwealth under this clause for Exclusive Access without first consulting with OpCo, to the extent the request impacts OpCo's Activities.</p> <p>If OpCo notifies the Principal that it seeks Exclusive Access to a Shared Access Road in order to perform its activities, the Principal will request the relevant access from the Airport Lessee and the Commonwealth in a timely manner, and provide reasonable assistance to OpCo in securing the agreement of Airport Lessee and the Commonwealth to that request.</p>

2.2 Sydney Water Interface Deed

(a) OpCo:

- (i) acknowledges that the Principal has entered into a deed with Sydney Water Corporation (**Sydney Water**) on the terms of the "Sydney Metro Program SWC Interface Deed (000-TPA-SWC)" dated 2 January 2018 and which was subsequently amended by letter of variation dated 27 September 2021 (**Sydney Water Interface Deed**); and
- (ii) must, in performing OpCo's Activities:

- (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.2(d)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Water Interface Deed as if it were named as the Principal in the Sydney Water Interface Deed or as the Developer in Schedule 7 to the Sydney Water Interface Deed so as to ensure that the Principal is able to fully meet those obligations under the Sydney Water Interface Deed or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
- (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.2(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below in relation to the SSTOM Project; and
- (iv) may not exercise any of the Principal's discretions or rights under the Sydney Water Interface Deed unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (aa) OpCo's obligations under this Schedule 18 in respect of the Sydney Water Interface Deed extend only to the extent relevant to the SSTOM Works, Temporary Works or, but for this Schedule 18, the performance of OpCo's Activities.
- (b) Where the Sydney Water Interface Deed provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.2(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (c) Where the Sydney Water Interface Deed provides for the Principal to provide a document, notice or information to Sydney Water, OpCo:
 - (i) must not provide any such document, notice or information directly to Sydney Water unless otherwise agreed with the Principal; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Water within the time period required by the Sydney Water Interface Deed.
- (ca) Where the Sydney Water Interface Deed provides for Sydney Water to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where Sydney Water has provided the relevant document, notice, comments or information directly to OpCo.
- (d) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Water Interface Deed;

- (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Water under the Sydney Water Interface Deed or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Water Interface Deed.
- (e) Whenever, pursuant to the terms of the Sydney Water Interface Deed, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the Sydney Water Interface Deed then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Sydney Water Interface Deed in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (ea) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.2(e) or 2.2(h) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of Sydney Water, or a breach of the Sydney Water Interface Deed by Sydney Water or the Principal (not caused or contributed to by OpCo).
- (f) OpCo acknowledges that to the extent that the Sydney Water Interface Deed contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Sydney Water Interface Deed were set out fully in this deed.
- (g) Nothing in the Sydney Water Interface Deed or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (h) OpCo must indemnify the Principal from and against any claim by Sydney Water against the Principal or any liability of the Principal to Sydney Water arising out of or in any way in connection with the Sydney Water Interface Deed to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this Schedule 18 (*Requirements of Third Party Agreements*).
- (i) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the Sydney Water Interface Deed by, or a negligent act or omission of, Sydney Water; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Sydney Water Interface Deed,

- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 of the Operative Provisions) arising out of or in any way in connection with:
- (A) the risks referred to in clause 2.2(i)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers in relation to the Sydney Water Interface Deed, except where such acts or omissions:
 - (I) constitute a breach of the Sydney Water Interface Deed by, or a negligent act or omission of, Sydney Water; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Sydney Water Interface Deed,
- which was not caused or contributed to by OpCo.
- (j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Sydney Water Interface Deed.
- (k) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to Sydney Water under clauses:
- (i) 23(a);
 - (ii) 26(b);
 - (iii) 27(b)(iv);
 - (iv) 29(b);
 - (v) 30(c);
 - (vi) 30(g);
 - (vii) 31(c); and
 - (viii) 31(f),

of the Sydney Water Interface Deed without first consulting with OpCo (and with respect to clause 23(a) of the Sydney Water Interface Deed, obtaining the agreement of OpCo (which must not be unreasonably withheld or delayed)), to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Sydney Water Interface Deed

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.7	Review of Operating Licence	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
1.8	Terms and periodic review of this deed	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligation under this clause.
2.2	Betterment	All, except to the extent that such Betterment would, but for this Schedule 18, form part of

Clause	Title	Extent of the Principal's responsibility for the clause specified
		OpCo's Activities, SSTOM Works, or Temporary Works.
2.3	Subcontracting	All, except to the extent that the TfNSW Contractor is OpCo.
2.4	Assistance in procurement processes	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligation under this clause.
2.5(b)(iii)	Adjustment Works and Future Projects	All
2.5(c)(ii)	Adjustment Works and Future Projects	All, except to the extent that a Future Project and/or Adjustment Work is required due to an act or omission of OpCo or its Associates.
3	Land Adjustments and Access	<p>All, except that OpCo must comply with the terms of all executed Construction Leases and Construction Licences provided to it by the Principal, other than to the extent that OpCo is not responsible for the obligations under those Construction Leases or Construction licences in accordance with this Schedule 18.</p> <p>To the extent that the terms of an executed Construction Lease or Construction Licence are amended from the terms contained in Schedules 9 and 10 respectively to the Sydney Water Interface Deed, the executed version will be treated as if it is an amended Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions.</p>
4.1(b) and 4.2	Licence to use documentation	The Principal retains the obligation in this clause to the extent it requires the assignment or grant of a licence in respect of Intellectual Property Rights which are assigned to the Principal by OpCo under Schedule 32 (<i>Intellectual Property</i>) of this deed.
5	Disputes	<p>Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) and, on invitation, attend such meeting as the Principal requires in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
6	Remedy Notices	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations under this clause and to the extent that the notice arise from OpCo's acts or omissions, must (at its cost) comply with the written notice and notify the Principal of its rectification plan in

Clause	Title	Extent of the Principal's responsibility for the clause specified
		accordance with the written notice under paragraph 6(a).
7.1	Notification	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations under this clause.
8.1(a)(iv) and 8.1(a)(xiv)	Payments	All
8.1(a)(v)	Payments	The Principal retains the obligation in this clause in relation to: <ul style="list-style-type: none"> (a) clauses 2.5(b)(iii); (b) clause 2.5(c), except to the extent that a Future Project and/or Adjustment Work is required due to an act or omission of OpCo or its Associates; (c) clause 16.1, in relation to A2.3 (<i>Works Warranty Bond</i>) of the Developer Works Deed only; and (d) clause 16, to the extent that Sydney Water's costs and expenses are incurred before Financial Close.
8.1(a)(xii)	Payments	All in relation to Future Projects (other than the Project)
8.1(a)(xiii)	Payments	All
8.1(b) to (f)	Payments	Where the Principal receives an invoice from Sydney Water pursuant to clauses 8.1(b) to (f), the Principal will pay the amount of the invoice but OpCo must promptly reimburse the Principal for any amounts claimed in such invoice for which OpCo is liable under the terms of this deed (including pursuant to this Schedule 18 (<i>Requirements of Third Party Agreements</i>)).
8.1(i) and (j)	Payments	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations under this clause.
10.2	Assignment	All
10.3(e)	Provision of information	OpCo's liability under this indemnity is limited to where the obligation to indemnify arises due to OpCo or its Associates' reliance on information or a wrongful act or omission of OpCo or its Associates.
12.1	Indemnity from TfNSW	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: <ul style="list-style-type: none"> (a) any: <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to

Clause	Title	Extent of the Principal's responsibility for the clause specified
		(whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works; (b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or (c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.
12.4(a)	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions.
16.1(d)	Determination of Adjustment Works and Packages	All, except that OpCo must provide any information and advice that the Principal requires to enable the Principal to fulfil its obligation under this clause.
16.1 & 16.2	Determination of Adjustment Works and Packages & Feasibility of Adjustment Works	All, except that the Principal will exercise these rights in consultation with OpCo and OpCo must provide any information and advice that the Principal requires to enable the Principal to fulfil its obligation under this clause.
1.6(b), 18.1(a)(i) and 18.1(a)(iv)	Listed Providers	OpCo is not required to enter into the SWC Developer Works Deed but will be required to perform the obligations of the Developer, Contractor, WSC and/or the Listed Providers to the extent required under this Schedule 18 (<i>Requirements of Third Party Agreements</i>) or elsewhere under this deed.
21.1(f)	Performance of the Adjustment Works and Project Works	OpCo is not required to rectify a defect under clause 21.1(f) after the expiry of the applicable Defects Correction Period under this deed.
21.2(b)	Abandoned or Contaminated SWC Assets	Without limiting clause 10.24 (<i>Utility Services</i>) of the Operative Provisions, removal and safe disposal of any abandoned SWC Assets by OpCo will be treated as Utility Service Works for purposes of this deed.
22.2	TfNSW Representative	All
22.3	Representatives to meet	All, except that a representative of OpCo must attend a meeting to participate in discussions if invited by the Principal.
23(a)	SWC Operations and Maintenance Phase Plan	OpCo's must fulfil its obligations under this clause in consultation with the Principal.
30	SWC Future Works	All, except that OpCo must provide any information and advice that the Principal

Clause	Title	Extent of the Principal's responsibility for the clause specified
		requires to enable the Principal to fulfil its obligation under this clause.
32	Project Representatives and Coordination Protocol	All, except that a representative of OpCo must attend a meeting to participate in discussions if invited by the Principal.
Schedule 2A - TSE and SSJ Packages		
Schedule 2A		All
Schedule 2C - Sydney Metro – Western Sydney Airport Technical Requirements		
Schedule 2C		To the extent that the SMWSA SWC Assets Register is amended from the version provided to OpCo as at the date of this Deed, the amended version of that SMWSA SWC Assets Register will be treated as if it is an amended Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions.
Schedule 5 - Land Adjustments – SSJ		
Schedule 5		All
Schedule 7 - SWC Developer Works Deed – Schedule 1: Standard Terms		
A3.1	Entry to Other Land	Without limiting the parties' rights and obligations under the Operative Provisions, all.
A3.2	Easements and interests	All, except that OpCo must provide any information and advice that the Principal requires to enable the Principal to fulfil its obligation under this clause.
A6.2	Vesting of the works	All, except that for clause A6.2(b), OpCo must provide any information and advice that the Principal requires to enable the Principal to fulfil its obligation under that clause.
A7.3	Cost of goods and services provided by Sydney Water	All
B3	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions.
B5.2(a)	Intellectual Property licences	The Principal retains the obligation in this clause to the extent it requires the grant of a licence in respect of Intellectual Property Rights which are assigned to the Principal by OpCo under Schedule 32 (<i>Intellectual Property</i>) of the Operative Provisions.
B7.4	Indemnities and releases	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: <ul style="list-style-type: none"> (a) any: <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>than the SSTOM Works (prior to the Date of Completion)),</p> <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works in accordance with this deed;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
B8.4 & B8.5	Variations and further acts & Waivers	All
C2.2(c) and C2.3(b)	Corrective action for non-conformance or damage and Urgent action for non-conformance or damage	All, except to the extent that the non-conformance or damage under clause C2.2 of the Developer Works Deed has arisen out of or is in any way in connection with any act or omission by OpCo.
C3	Dispute Resolution	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
C4	Termination	<p>If Sydney Water terminates the Developer Works Deed under clause C4, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p> <p>The Principal may take into account the extent to which the termination of the Developer Works Deed by Sydney Water under clause C4.1 arises out of or in connection with a:</p> <p>(a) breach by OpCo of its obligations under the Developer Works Deed; or</p> <p>(b) wrongful act or omission of OpCo or its Associates,</p> <p>and any entitlements under the Modification may be reduced proportionately.</p>
C4.2(a)(iv) and (b)	Effect of termination	All, except that OpCo will be responsible for the obligations under clauses C4.2(a)(iv) and C4.2(b)(iii), to the extent that OpCo caused or contributed to the termination of the Developer Works Deed under clause C4.1.
C4.3(b)	Effect of take out	All, except to the extent that OpCo caused or contributed to the take out under clause C4.3.

Clause	Title	Extent of the Principal's responsibility for the clause specified
C6.1	Force Majeure Events - Notification	All, except that OpCo must provide any information and advice as the Principal requires to enable the Principal to fulfil its obligations under this clause.

Schedule 8 – Expert Determination Agreement

All

Schedule 9 – Construction Lease

All

Schedule 10– Construction Licence

2.2(n), 2.2(o)(ii)	Licensor's right to require modifications	The Principal must issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply: (a) to the extent that the Alert Event arose out of the deterioration of, or a deficiency in, the condition of a SWC Asset that was not connected with OpCo's Activities.
2.2(q)	Risk in relation to operation of Monitoring Equipment	If OpCo incurs costs in rectifying Monitoring Equipment which has been interfered with, damaged or destroyed in the circumstances described in this clause, the Principal will seek recovery of those costs from the Licensor under clause 2.2(q)(iii) on OpCo's behalf, and will reimburse OpCo all such costs recovered from the Licensor.
3	Licence Fee	All
5.2(b)	Principal Contractor	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.
7.3	Pre-existing Contamination or Pollution	The Principal's obligations under this clause are limited to the extent they relate to Works other than the SSTOM Works or Temporary Works.
7.5(b)	Environmental Notice	If OpCo incurs damage, expense, loss or liability as a result of the circumstances described in this clause, the Principal will seek recovery of those amounts from the Licensor under the indemnity in clause 7.5(b) on OpCo's behalf and will reimburse OpCo all such amounts recovered from the Licensor.
8.1	Communications	All, except that OpCo must provide any information and advice that the Principal requires to enable the Principal to fulfil its obligation under this clause.
9.1	Risk and indemnity	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: (a) any: (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>real or personal property (other than the SSTOM Works (prior to the Date of Completion)),</p> <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
9.3	Required Insurances	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions.
10, 11 and 12	Acquisition of part of Land by TfNSW, Holding Over and Default and Termination	<p>All. If:</p> <p>(a) the Principal acquires part of the Land under clause 10;</p> <p>(b) either of the Principal or SWC terminates the licence under clause 11(a); or</p> <p>(c) the Principal otherwise terminates or surrenders the licence under clause 12 at any time during the Term,</p> <p>the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply</p>
12.2	Early Termination	All
13	Disputes	<p>Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) and, on invitation, attend such meeting as the Principal requires in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
14.5 & 14.6	Amendments & Waiver	All
Schedule 2, Clause 6	Make Good Obligations	OpCo must comply with the obligations under this clause if the Principal has acquired or not acquired the Acquisition Land as at the License End Date (under clauses 6.1 and 6.2, as applicable).

2.3 Penrith City Council Interface Agreement

- (a) OpCo:
 - (i) acknowledges that the Principal is a party to an agreement with Penrith City Council on the terms of the "Sydney Metro Western Sydney Airport – Council Interface Agreement (Penrith City Council)" (**Penrith City Council Interface Agreement**);
 - (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.3(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Penrith City Council Interface Agreement as if it were named as the Principal in the Penrith City Council Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the Penrith City Council Interface Agreement or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.3(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Penrith City Council Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo's obligations under this Schedule 18 in respect of the Penrith City Council Interface Agreement extend only to the extent relevant to the SSTOM Works, Temporary Works or, but for this Schedule 18, the performance of OpCo's Activities.
- (c) Where the Penrith City Council Interface Agreement provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.3(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where the Penrith City Council Interface Agreement provides for the Principal to provide a document, notice or information to Penrith City Council, OpCo:
 - (i) must not provide any such document, notice or information directly to Penrith City Council unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Penrith City Council within the time period required by the Penrith City Council Interface Agreement; and
 - (iii) not used.
- (da) Where the Penrith City Council Interface Agreement provides for Penrith City Council to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where Penrith City

Council has provided the relevant document, notice, comments or information directly to OpCo.

- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Penrith City Council Interface Agreement;
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to Penrith City Council under the Penrith City Council Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Penrith City Council Interface Agreement.
- (f) Whenever, pursuant to the terms of the Penrith City Council Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Penrith City Council under any clause of the Penrith City Council Interface Agreement then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed, including clause 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Penrith City Council Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.3(f) or 2.3(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of Penrith City Council, or a breach of the Penrith City Council Interface Agreement by Penrith City Council or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the Penrith City Council Interface Agreement contains a provision pursuant to which Penrith City Council is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Penrith City Council Interface Agreement were set out fully in this deed.
- (h) Nothing in the Penrith City Council Interface Agreement or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by Penrith City Council against the Principal or any liability of the Principal to Penrith City Council arising out of or in any way in connection with the Penrith City Council Interface Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this Schedule 18 (*Requirements of Third Party Agreements*).
- (j) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of Penrith City Council or its employees, agents, contractors or officers, except where such acts or omissions:

- (I) constitute a breach of the Penrith City Council Interface Agreement by, or a negligent act or omission of, Penrith City Council; or
- (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Penrith City Council Interface Agreement,
 which was not caused or contributed to by OpCo; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.3(j)(i) of this Schedule 18 (Requirements of Third Party Agreements); or
 - (B) any acts or omissions of Penrith City Council or its employees, agents, contractors or officers in relation to the Penrith City Council Interface Agreement, except where such acts or omissions:
 - (I) constitute a breach of the Penrith City Council Interface Agreement by, or a negligent act or omission of, Penrith City Council; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Penrith City Council Interface Agreement,
 which was not caused or contributed to by OpCo.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Penrith City Council Interface Agreement.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to the Penrith City Council under clauses:
 - (i) 2.3(c), (f) & (g);
 - (ii) 2.4(b)(iii);
 - (iii) 9.3(f);
 - (iv) 10.2(a)(ii);
 - (v) 12.3;
 - (vi) 18; and
 - (vii) 19(a),
 of the Penrith City Council Interface Agreement without first consulting with OpCo (and with respect to Schedule 11 clause 2.7 of the Penrith City Council Interface Agreement, obtaining the agreement of OpCo (which must not be unreasonably withheld or delayed)), to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Penrith City Council Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.3	Compliance by Sydney Metro	All

Clause	Title	Extent of the Principal's responsibility for the clause specified
2.1(a)	Acknowledgement by the parties	All
2.3	Additional Works	All, except that in relation to clauses 2.3(f) and (g), OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
2.5(e) and (f)	Rail Safety Interface Agreement	All
5	Risk of Works	The Principal is responsible for obtaining the Statutory Approvals (as defined in the Penrith City Council Interface Agreement) to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
6	Governance	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
7	Community Engagement Activities and Communications	Principal will lead engagement with the media, elected government representatives, branding and media and consultation with Penrith City Council in advance of major announcements, and otherwise OpCo must provide copies of community updates to Penrith City Council and perform its obligations and support of the Principal as required in section 7 of the General Specification.
8.1	Independent Certifier selection	All
8.2(a), (b), (d), (e) and (f)	Independent Certifier appointment	All
8.3	IC Shortlist and replacement	All
9.9(b) and (e)	Design	All
10.1(a) and (d)	Grant of Construction Licence	All, except that OpCo must provide any information and advice as the Principal requires to enable the Principal to fulfil its obligations under this clause.
10.2	Licensed Area	All, except that in relation to clauses 10.2(b) and (d) OpCo must provide any information and advice as the Principal requires to enable the Principal to fulfil its obligations under this clause.
12.1	Maintenance of Roads	The Principals' obligations under this clause are limited to any repair or reinstatement required as a result of Works other than SSTOM Works, the Temporary Works or OpCo's Activities.

Clause	Title	Extent of the Principal's responsibility for the clause specified
12.2-12.9	Maintenance of Roads	Except to the extent required of OpCo or SSTOM in Annexure C of the Penrith City Council Interface Agreement, the Principal will be responsible for the obligations with respect to all other Roads.
12.8(e), (f) and (h)	Final Road Condition Report	The Principal retains the obligation in these clauses to the extent that the Principal or its Associates, by their wrongful act or omission, contributed to the damage.
13(a)(vi)	Rock Anchors	All, except that OpCo must provide any information and advice as the Principal requires to enable the Principal to fulfil its obligations under this clause.
14.2(e)	Grant of permits and licences	All. The Principal acknowledges and agrees that: (a) it holds on trust for OpCo the benefit of the Penrith City Council Interface Agreement and acknowledgement given by Penrith City Council under clause 14.2(d) of the Penrith City Council Interface Agreement in favour of OpCo; and (b) OpCo will be entitled to enforce the agreement and acknowledgement referred to in paragraph (a) accordingly.
14.3(a)	Prior to Construction	The Principal is responsible for obtaining Statutory Approvals (as defined in the Penrith City Council Interface Agreement) to the extent they are listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
14.5	Meetings	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
14.9(a)	Utilities	All, except that OpCo must provide any information and advice to enable the Principal to fulfil its obligations under this clause.
17	Property acquisition	All
18	Plan of Subdivision and Section 88B Instrument	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
19	Operation and maintenance	All, provided that OpCo must comply, and has allowed for complying, with the requirements of Schedule 11 of the Penrith City Council Interface Agreement.

Clause	Title	Extent of the Principal's responsibility for the clause specified
21.3	Licence to use – intellectual property – Sydney Metro	<p>The Principal retains the obligation in this clause to the extent it requires the grant of a licence in respect of Intellectual Property Rights which are assigned to the Principal by OpCo under Schedule 32 (<i>Intellectual Property</i>) of this deed.</p> <p>The Principal grants to OpCo a sub-licence to use any Intellectual Property Rights in the Council's materials relevant to the performance of OpCo's Activities in respect of the Penrith City Council Interface Agreement.</p>
22	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions.
23	Resolution of Issues	<p>Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
24	Indemnity and exclusion of liability	<p>OpCo's liability under this indemnity is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
25	Default	All
26	General	All

Clause	Title	Extent of the Principal's responsibility for the clause specified
Schedule 4	Project Control Group	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
Schedule 12	Independent Certifier Representations and Warranties	All
Annexure A	Scope of Works	All works noted as forming part of works carried out by FIW Contractors, Other Contractors, the FSM Contractor and the ETS Delivery Partner.

2.4 TFNSW (M12) Interface Agreement

(a) OpCo:

- (i) acknowledges that the Principal is a party to a deed with TfNSW on the terms of the "Sydney Metro Western Sydney Airport – TFNSW (M12) Interface Deed" dated on or around 2 February 2022, as amended by the amendment deed dated 2 August 2022 (**TFNSW (M12) Interface Agreement**);
 - (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.4(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of TFNSW (M12) Interface Agreement as if it were named as the Principal in the TFNSW (M12) Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the TFNSW (M12) Interface Agreement or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.4(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the TFNSW (M12) Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo acknowledges that the TFNSW (M12) Interface Agreement provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.4 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SCAW Contract.

- (c) Where the TFNSW (M12) Interface Agreement provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.4(a)(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where the TFNSW (M12) Interface Agreement provides for the Principal to provide a document, notice or information to TFNSW, OpCo:
 - (i) must not provide any such document, notice or information directly to TfNSW unless otherwise agreed in advance with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TfNSW within the time period required by the TFNSW (M12) Interface Agreement; and
 - (iii) not used.
- (da) Where the TFNSW (M12) Interface Agreement provides for TfNSW to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where TfNSW has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the TFNSW (M12) Interface Agreement;
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to TfNSW under the TFNSW (M12) Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the TFNSW (M12) Interface Agreement.
- (f) Whenever, pursuant to the terms of the TFNSW (M12) Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TfNSW under any clause of the TFNSW (M12) Interface Agreement then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed, including clause 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the TFNSW (M12) Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.4(f) or 2.4(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of TfNSW, or a breach of the TFNSW (M12) Interface Agreement by TfNSW or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the TFNSW (M12) Interface Agreement contains a provision pursuant to which TfNSW is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo

in respect of that state of affairs in the same way as if the relevant terms of the TFNSW (M12) Interface Agreement were set out fully in this deed.

- (h) Nothing in the TFNSW (M12) Interface Agreement or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by TfNSW against the Principal or any liability of the Principal to TfNSW arising out of or in any way in connection with the TFNSW (M12) Interface Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 (*Third Party Agreements*), OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the TFNSW (M12) Interface Agreement by, or a negligent act or omission of, TfNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the TFNSW (M12) Interface Agreement,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.4(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers in relation to the TFNSW (M12) Interface Agreement, except where such acts or omissions:
 - (I) constitute a breach of the TFNSW (M12) Interface Agreement by, or a negligent act or omission of, TfNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the TFNSW (M12) Interface Agreement,

- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the TFNSW (M12) Interface Agreement.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to TfNSW under clauses:
- (i) 19;
 - (ii) 20(c);
 - (iii) 20(d); and
 - (iv) 20(e),

of the TFNSW (M12) Interface Agreement without first consulting with OpCo (and with respect to clauses 20(c) and 20(d) of the TFNSW (M12) Interface Agreement, obtaining the agreement of OpCo (which must not be unreasonably withheld or delayed)), to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

TFNSW (M12) Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.5(b)	Compliance by the M12 Contractor and the SMWSA Contractors	All
2.2(f)(iv)	Interface Zones	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
3	Approvals and compliance with law	<p>The Principal:</p> <ul style="list-style-type: none"> (a) is to satisfy, carry out and fulfil the conditions and requirements of those Approvals (including the SMWSA Planning Approval) for which the Principal is stated to have responsibility to the extent specified in Exhibit 4 (<i>Planning Approvals</i>) to this deed (as required by clause 7.2(a) of the Operative Provisions); and (b) is responsible for the obligations under clause 3(d)(ii), except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.

Clause	Title	Extent of the Principal's responsibility for the clause specified
4.1(a) and 4.3	Construction licences	<p>The Principal will enter into the construction licence over Interface Zone 1A and Interface Zone 4B in accordance with the Site Access Schedule in Schedule 1, as required and will provide a copy of this licence to OpCo, which the parties agree will be treated as a Third Party Agreement for the purposes of this Schedule 18 and OpCo must then:</p> <p>(a) comply with the construction licence as if it were named as the Principal in the construction licence, except for the following clauses under the construction licence:</p> <ul style="list-style-type: none"> • clause 2.4(b); • clause 7(a); and • clause 3.6(a)(ii), to the extent the damage is caused or contributed to by the Principal, the State or their respective Associates; <p>(b) not put the Principal in breach of the construction licence; and</p> <p>(c) comply with all Site Access Arrangements.</p> <p>For the avoidance of doubt:</p> <p>(d) the parties agree that any construction licence entered into in the form attached to the TFNSW (M12) Interface Agreement is not an Additional Third Party Agreement under this deed.</p>
4.1(b)	Construction licences	All, except that OpCo must comply with all Site Access Arrangements.
4.1(c)	Construction licences	<p>The Principal will enter into a sublicense over Interface Zone 6 and will provide a copy of this licence to OpCo, which OpCo must then comply with and not put the Principal in breach of.</p> <p>To the extent that the terms of the executed sublicense over Interface Zone 6 are amended from the terms contained in Schedule 13 (<i>Sublicence to Interface Zone 6</i>) of the TFNSW (M12) Interface Agreement, the executed sublicense will be treated as if it is an Additional Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions.</p> <p>OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause and any sublicense.</p> <p>For the avoidance of doubt, the parties agree that OpCo's obligations under the Zone 6 agreement will not alter or affect OpCo's obligations under clause 2.1 (<i>Airport and Rail Integration Deed</i>) of this Schedule 18 (<i>Requirements of Third Party Agreements</i>).</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
4.1A	Access across SAS Interface Zones	All, except that OpCo must comply with the Site Access Schedule, and provide the Principal with, all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause, including in respect of specifying OpCo's requirements for any Designated Access Route.
5.1(a), (b)(iii), (c)	Provision of M12 100% Design Documentation	All
5.1(c), 5.2, 5.8	Amended M12 Design Documentation	OpCo acknowledges that the M12 100% Design Documentation has been provided to OpCo as an Information Document. The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that the M12 100% Design Documentation: <p>(a) is amended following the date of this Deed; and</p> <p>(b) such amendment adversely affects OpCo's Activities.</p>
5.4	Review and verification	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the review of any changes to the M12 Design Documentation or the M12 100% Design Documentation to enable the Principal to fulfil its obligations under this clause.
5.6(c)	Use of M12 Design Documentation	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the review of any changes to the M12 Design Documentation or the M12 100% Design Documentation to enable the Principal to fulfil its obligations under this clause.
5.7(b)	Notification of non-compliance with M12 Design Documentation or Sydney Metro's M12 Technical Requirements	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
6(d)	AMB and AEO requirements	All

Clause	Title	Extent of the Principal's responsibility for the clause specified
7.2(a)(iii)	Review and certification	<p>The Principal's obligation under this clause is limited to issuing necessary instructions to its contractors.</p> <p>OpCo's obligations as passed through in this clause do not limit its obligations under Schedule 11 (<i>Design Review</i>).</p>
7.7(c)	Notification of non-compliance with SMWSA Design Documentation or TfNSW's SMWSA Technical Requirements	<p>All, except to the extent that the Principal issues an equivalent notice to OpCo in which case OpCo must comply with a direction under clause 7.7(c) and provide any assistance reasonably requested by the Principal.</p> <p>OpCo must provide all reasonable documents and assistance to demonstrate that such non-compliance the subject of clause 7.7(a) or (b) has no, or will have no, material adverse effect on the M12 Works or the M12.</p>
7.8	SMWSA Specification	All, except that OpCo must immediately notify the Principal if it considers that the SSTOM Project Deed or the SMWSA Specification may not comply with TfNSW's SMWSA Technical Requirements.
8.1, 8.2(a), 8.2(c), 8.3	SMWSA Independent Certifier	All
9	M12 Independent Certifier	All, except that in connection with clause 9.2(b) OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the review of any changes to the M12 Design Documentation or the M12 100% Design Documentation to enable the Principal to fulfil its obligations under this clause.
11.4 and 11.5	Extension of Time & Escalation	<p>All, save that any adjustment of Handover Dates directed by the Project Executive Group may constitute a Relief Event. OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in respect of any proposed intervention of the Secretary, Transport for NSW under clause 11.5 of the TfNSW (M12) Interface Agreement.</p> <p>OpCo bears all risk and responsibility associated with an extension of time or escalation under this clause 11.4 or 11.5 occurring or arising as a result of any act or omission of OpCo or OpCo Contractors or the event (or its effects) causing the extension of time or escalation was within the reasonable control of OpCo or an OpCo Contractor.</p>
11.6	Changes to Site Access Schedule	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable to fulfil its obligations under this clause.

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>To the extent that:</p> <p>(a) the Site Access Schedule is amended from the version contained in Schedule 1; or</p> <p>(b) the Interface Zone plan is amended from the version contained in Schedule 2,</p> <p>to the TFNSW (M12) Interface Agreement, the amended version of the Site Access Schedule or Interface Zone Plan (as applicable) will be treated as if it is an amended Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions.</p>
12(c)(ii)	SMWSA Stakeholder Interface Plan	All
13	M12 Stakeholder Interface Plan	All, except that OpCo must review and comment on the M12 Stakeholder Interface Plan in the time requested by the Principal.
14.2	Repair of damage	The Principal retains this obligation to the extent that the Principal or its Associates, by their wrongful act or omission, caused or contributed to the damage.
14.3	Completion of the SMWSA Works	All, except that OpCo must give a corresponding notice to the Principal within 3 Business Days on which it considers that the Works are Complete.
15.2	Repair of damage	The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that any damage occurs to the SSTOM Works or the Temporary Works from or arising out of the M12 Activities.
15.3	Completion of the M12 Works	All
15.4(a)	Emergency Work	All
15.4(b)	Emergency Work	The Principal retains this obligation to the extent that the emergency or matter affecting the health and safety of workers or the public arises out of the wilful or negligent act or omission of the Principal or its Associates.
16.1(b)	Work health & safety	All, without limiting clause 10.2 (Principal contractor) of the Operative Provisions.
16.3	Baseline Contamination Report and Detailed Site Investigations	All, except OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
17(b)	Rail Safety	All, except that OpCo must not do anything to put the Principal in breach of its obligations under this clause or the RSNL and Regulations, or under the Global SIA.

Clause	Title	Extent of the Principal's responsibility for the clause specified
18(a) and (b)	Utilities	References to 'SM's requirements' are references to the Principal's requirements, not OpCo's requirements.
18(d)	Utilities	All, except to the extent an extension or modification to the utility is instigated by a design change requested by OpCo.
19	Land Acquisition	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
20(b) – (e)	Operations and Maintenance	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
21	Liability of SM	<p>All, except that OpCo's liability under this clause 21 is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss of or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
22	Liability of TfNSW	All, except that OpCo must take all reasonable steps to mitigate any loss under clause 22.1(c) of the TfNSW (M12) Interface Agreement.
23	M12 Insurance	All
24	SMWSA Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required

Clause	Title	Extent of the Principal's responsibility for the clause specified
		to effect under clause 45.1 (<i>Principal's Insurances</i>) of the Operative Provisions and, without limiting OpCo's other obligations in relation to such insurances providing evidence of such insurances to TfNSW in accordance with this clause.
25.1	Keeping the other party informed	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
25.2	Project Group Meetings	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
25.3	Executive Group	All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
27.3	SMWSA Publicity	All, except that: <ul style="list-style-type: none"> (a) OpCo must perform its obligations and support of the Principal as required in section 7 of the General Specification; and (b) OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
27.4	M12 Publicity	All, except that: <ul style="list-style-type: none"> (a) OpCo must perform its obligations and support of the Principal as required in section 7 of the General Specification; and (b) OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
28	Dispute Resolution	Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in

Clause	Title	Extent of the Principal's responsibility for the clause specified
		connection with a dispute under this clause. The Principal must keep OpCo informed of the progress and resolution of such disputes.
29	Notices	All
30	Electronic Execution	All
31	General	All
Schedule 1	Site Access Schedule	Handover Dates in Exhibit 3 (<i>Site Access Schedule</i>) of the SSTOM Project Deed will apply to OpCo (rather than Handover Dates specified in Schedule 1).
Schedule 13	Sublicence to Interface Zone 6	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause. For the avoidance of doubt, the parties agree that any construction licence entered into in the form attached to the TFNSW (M12) Interface Agreement is not an Additional Third Party Agreement under this deed.

2.5 TransGrid Interface Agreement

(a) OpCo:

- (i) acknowledges that the Principal is a party to an agreement with TransGrid on the terms of the "Sydney Metro - Western Sydney Airport TransGrid Interface Agreement" dated 18 February 2022, as amended by the side letter dated 11 August 2022 (**TransGrid Interface Agreement**);
- (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.5(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the TransGrid Interface Agreement as if it were named as the Principal in the TransGrid Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the TransGrid Interface Agreement or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and

requirements described in clause 2.5(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);

- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the TransGrid Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo acknowledges that the TransGrid Interface Agreement provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.5 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SCAW Contract.
- (c) Where the TransGrid Interface Agreement provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.5(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where the TransGrid Interface Agreement provides for the Principal to provide a document, notice or information to TransGrid, OpCo:
 - (i) must not provide any such document, notice or information directly to TransGrid unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TransGrid within the time period required by the TransGrid Interface Agreement; and
 - (iii) not used.
- (da) Where the TransGrid Interface Agreement provides for TransGrid to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where TransGrid has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the TransGrid Interface Agreement;
 - (ii) ensure that no act or omission of OpCo or OpCo's Associate constitutes, causes or contributes to any breach by the Principal of its obligations to TransGrid under the TransGrid Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the TransGrid Interface Agreement.
- (f) Whenever, pursuant to the terms of the TransGrid Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TransGrid under any clause of the TransGrid Interface Agreement then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed, including clause 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the

Principal under the TransGrid Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.5(f) or 2.5(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of TransGrid, or a breach of the TransGrid Interface Agreement by TransGrid or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the TransGrid Interface Agreement contains a provision pursuant to which TransGrid is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the TransGrid Interface Agreement were set out fully in this deed.
- (h) Nothing in the TransGrid Interface Agreement or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by TransGrid against the Principal or any liability of the Principal to TransGrid arising out of or in any way in connection with the TransGrid Interface Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 (*Third Party Agreements*), OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of TransGrid or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the TransGrid Interface Agreement by, or a negligent act or omission of, TransGrid; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the TransGrid Interface Agreement,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.5(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of TransGrid or its employees, agents, contractors or officers in relation to the TransGrid Interface Agreement, except where such acts or omissions:

- (I) constitute a breach of the TransGrid Interface Agreement by, or a negligent act or omission of, TransGrid; or
- (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the TransGrid Interface Agreement,
 which was not caused or contributed to by OpCo.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the TransGrid Interface Agreement.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to TransGrid under clauses:
 - (i) 6.1(d);
 - (ii) 9.7;
 - (iii) 14.1(b); and
 - (iv) 14.1(d),
 of the TransGrid Interface Agreement without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

TransGrid Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.3	Compliance by the Sydney Metro Contractor	All
2.1	Acknowledgement by the parties	All
3	Governance	All, except that OpCo must attend, on invitation, such meeting of the Project Control Group as the Principal requires and provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
4.2	Further Sydney Metro Works	All
7.1(b)	Construction of the Works – General	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: <ul style="list-style-type: none"> (a) any: <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss of or destruction of, or loss of use of or access to (whether total or partial) any real or personal

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>property (other than the SSTOM Works (prior to the Date of Completion)),</p> <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18) by OpCo.</p>
7.6	Variations	<p>Without limiting any provision under the deed including clause 10.24 of the Operative Provisions, all.</p> <p>OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.</p>
7.7(b)	Principal Contractor	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.
9.4	Routine Maintenance	All, provided that OpCo must review and provide comments to the Principal on any draft Maintenance Plan provided by the Principal.
9.6	Non-Routine Maintenance and fault rectification	All, provided that OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
9.7	Sydney Metro required maintenance	All, provided that OpCo must notify the Principal in writing where it considers there is a fault in respect of the TransGrid Assets which could impact on the safe and efficient conduct of the Works.
9.8	Access across Sydney Metro Land for the TransGrid Services, General Works & Maintenance	All, provided that OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
12.1	Sydney Metro to notify	All, except that OpCo must give a corresponding notice to the Principal within 3 Business Days on which it considers that the Works have achieved Practical Completion.
13(a)(ii)	TransGrid Services	The Principal will comply with the payment obligations in relation to the TransGrid Services, except to the extent such costs are incurred or such services are required due to:

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>(a) OpCo's breach of this deed; or</p> <p>(b) TransGrid's compliance with clauses 5, 6, 7, 10 and 12.</p>
14.1 (a) and (b)	TransGrid Access to land Burdened by the Easements	<p>All, except:</p> <p>(a) clause 14.1(a)(iii)(A) and 14.1(a)(iii)(D); and</p> <p>(b) OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.</p> <p>OpCo's liability under the indemnity in clause 14.1(a)(iii)(D) is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <p>(i) illness, personal injury to, or death of, any person; or</p> <p>(ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18) by OpCo.</p>
14.1(c)	Access during Operations Phase	The Principal will retain the obligation under the TransGrid Interface Agreement to create the new access track that will be necessary to enable TransGrid to access its assets across the rail corridor.
14.1(c)(i)(B) and (C))	Access during Operations Phase	All
14.1(c)(ii)(A)	Access during Operations Phase	All, except that OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
14.1(c)(ii)(B)	Access during Operations Phase	All

Clause	Title	Extent of the Principal's responsibility for the clause specified
14.1(c)(iii)	Access during Operations Phase	All, except that OpCo must comply with this clause where OpCo creates any new access tracks, or any new or modified easements.
14.1(d)	Access during Operations Phase	All, except that OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
15	Dispute Resolution	Without limiting clause 3 of this Schedule 18, the Principal will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as requested by the Principal (and in the time requested by the Principal) in connection with a Dispute under this clause. The Principal must keep OpCo informed of the progress and resolution of such Dispute.
17	Sydney Metro Restructure	All
18	TransGrid Assignment	All
19	General	All

Schedule 1 - Terms and Conditions for TransGrid Services

2 and Attachment B	Payment	All, except: (a) OpCo will be responsible for payment of TransGrid Services to the extent that the TransGrid Services are TransGrid's compliance with clauses 5, 6, 7, 10 and 12 of the TransGrid Interface Agreement; and (b) OpCo will, upon request, confirm in writing if the relevant TransGrid Services have been performed.
3	Subcontracting	All

Attachment C to Schedule 1 – Tower Strengthening Works Conditions

2.2(b)	Transgrid Works Approvals	All, except OpCo must provide the Principal with any documents, assistance and cooperation that the Principal reasonably requests to enable the Principal to exercise its rights and fulfil its obligations under this clause.
2.3(a)	Transgrid's construction access rights	All, except OpCo must provide the Principal with any documents, assistance and cooperation that the Principal reasonably requests to enable the Principal to exercise its rights and fulfil its obligations under this clause.

Clause	Title	Extent of the Principal's responsibility for the clause specified
4.2	Adjustment to the Scope of Works	<p>Without limiting any provision under the deed including clause 10.24 of the Operative Provisions, all.</p> <p>OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.</p> <p>To the extent that Part D of Attachment C is amended under clause 4.2 from the version contained in the TransGrid Interface Agreement, the amended version will be treated as if it is an amended Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions.</p>
5.1	Project Control Group	All, except that OpCo must attend, on invitation, such meetings of the Project Control Group as the Principal requires and provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
6.1	Milestone Payments	All
6.2	Adjustment Costs	The Principal will comply with the payment obligations in relation to any Adjustment Costs, except to the extent such costs are incurred due to any act or omission of OpCo.
6.3	Development Fee	All
8.2	Notice	All, except OpCo must provide the Principal with any documents, assistance and cooperation that the Principal reasonably requests to enable the Principal to exercise its rights and fulfil its obligations under this clause.
8.4	Expiration on Account	<p>All.</p> <p>If either of TransGrid or the Principal terminates the Tower Strengthening Works under this clause 8.4, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p>
9	Termination of Tower Strengthening Works	<p>All</p> <p>If either of TransGrid or the Principal terminates the Tower Strengthening Works under this clause 9, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p> <p>The Principal may take into account the extent to which the termination by TransGrid or the Principal arises out of or in connection with a:</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		(a) breach by OpCo of its obligations under the Tower Strengthening Works Conditions; or (b) wrongful act or omission of OpCo or its Associates, and any entitlements under the Modification may be reduced proportionately.
10.5 – 10.6	Insurance	All
Part D, clause 2	Customer Obligations	All, except OpCo must provide the Principal with any documents, assistance and cooperation that the Principal reasonably requests to enable the Principal to exercise its rights and fulfil its obligations under these clauses.
Part D, clause 6	Assumptions	
Part D, clause 9	Interface Points	
Schedule 3 – Expert Determination Agreement		
All		

2.5A Transgrid Subleases

(a) OpCo:

- (i) acknowledges that the Principal is a party to subleases with NSW Electricity Network Operations Pty Ltd (ACN 609 169 959) as trustee of the NSW Electricity Networks Operations Trust (ABN 70 250 995 390) (**TransGrid**) on the terms of the:

- (A) "sublease between NSW Electricity Networks Operations Pty Ltd (ACN 609 169 959) as trustee of the NSW Electricity Networks Operations Trust (ABN 70 250 995 390), as landlord, and Sydney Metro ABN 12 354 063 515 as tenant" over part folio identifier 92/1276404 for an initial term; and
- (B) "sublease between NSW Electricity Networks Operations Pty Ltd (ACN 609 169 959) as trustee of the NSW Electricity Networks Operations Trust (ABN 70 250 995 390), as landlord, and Sydney Metro ABN 12 354 063 515 as tenant" part folio identifier 92/1276404 for a subsequent term,

each, a **TransGrid Sublease**;

- (ii) must, in performing OpCo's Activities:

- (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.5A(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the TransGrid Subleases as if it were named as the Principal in each TransGrid Sublease so as to ensure that the Principal is able to fully meet those obligations under the TransGrid Subleases or otherwise at law except to the extent that the table below:
- (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

- (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.5A(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the TransGrid Subleases unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo acknowledges that the TransGrid Subleases provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.5A of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SBT Contract or the SCAW Contract.
 - (c) Where a TransGrid Sublease provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.5A(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
 - (d) Where a TransGrid Sublease provides for the Principal to provide a document, notice or information to TransGrid, OpCo:
 - (i) must not provide any such document, notice or information directly to TransGrid unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TransGrid within the time period required by the TransGrid Sublease; and
 - (iii) not used.
 - (da) Where the TransGrid Sublease provides for TransGrid to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where TransGrid has provided the relevant document, notice, comments or information directly to OpCo.
 - (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each TransGrid Sublease;
 - (ii) ensure that no act or omission of OpCo or OpCo's Associate constitutes, causes or contributes to any breach by the Principal of its obligations to TransGrid under each TransGrid Sublease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of each TransGrid Sublease.
 - (f) Whenever, pursuant to the terms of a TransGrid Sublease, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TransGrid

under any clause of the TransGrid Sublease then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clauses 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the TransGrid Sublease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.5A(f) or 2.5A(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of TransGrid, or a breach of a TransGrid Sublease by TransGrid or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that a TransGrid Sublease contains a provision pursuant to which TransGrid is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the TransGrid Sublease were set out fully in this deed.
- (h) Nothing in the TransGrid Subleases or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by TransGrid against the Principal or any liability of the Principal to TransGrid arising out of or in any way in connection with a TransGrid Sublease to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed, including clauses 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of TransGrid or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the applicable TransGrid Sublease by, or a negligent act or omission of, TransGrid; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the applicable TransGrid Sublease,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.5A(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or

- (B) any acts or omissions of TransGrid or its employees, agents, contractors or officers in relation to the TransGrid Sublease except where such acts or omissions:
- (I) constitute a breach of the applicable TransGrid Sublease by, or a negligent act or omission of, TransGrid; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the applicable TransGrid Sublease,
 which was not caused or contributed to by OpCo.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the applicable TransGrid Subleases.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to TransGrid under clause 13 of the Transgrid Subleases without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Transgrid Subleases

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
2	Rent	All
3.2 except 3.2(a)(i)	Usage Charges and Outgoings	All, except to the extent that the Outgoing referred to in this clause is an 'Outgoing' defined in paragraph (d)-(f) of the definition in the TransGrid Sublease.
3.3	Interest	All, to the extent that the Principal is responsible for the payment of the relevant amount in accordance with Schedule 18.
4.2(a)(i)	General	The Principal is responsible for obtaining the Approvals (as defined in the TransGrid Lease) only to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
4.2(a)(iv)	General	All
4.2(b)(iv)	General	All, except to the extent the damage arose out of OpCo's Activities.
4.3(b)	Notice of commencement of Works	All, to the extent that the Principal is required to effect such insurances under clause 45.1 of the Operative Provisions.
4.6(a)(ii)	General	All, except that OpCo will be required to rectify any damage to the Leased

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
12.1(d)(iii)	Default	Area which has arisen out of OpCo's Activities (excluding any damage that was the unavoidable consequence of the construction of the Works).
4.7	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions and, without limiting OpCo's obligations in relation to such insurances, providing evidence of such insurances to TransGrid in accordance with this clause.
5.1(b)	Landlord's obligations	All
5.3(b)	Landlord's Right to enter	All
5.3(c)	Landlord's Right to enter	All
5.4(b)	Landlord may perform Sydney Metro's obligations	All
5.5(b) and (c)	Subdivision and granting of easements and rights	All
5.6(b)	Change of Landlord	All
6.1, 6.2	Sydney Metro as principal contractor, Sydney Metro contractors	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.
7	Environment	The Principal's obligations under this clause are limited to the extent they relate to Works other than the SSTOM Works or Temporary Works.
8	Risk and indemnity	<p>OpCo's liability under this indemnity is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM</p>

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
		<p>Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
9	Right to renew	All
10	Holding Over	All
12.1(b)	Default	All, except that OpCo must provide the Principal an equivalent notice to the notice contemplated in clause 12.1(b) and provide any information required to enable the Principal to fulfil its obligations under this clause.
13	Resolution of Issues	<p>Without limiting clause 3 of this Schedule 18, the Principal will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as requested by the Principal (and in the time requested by the Principal) in connection with an Issue under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such Issues.</p>
14	Notices	All
15.1(a)	Costs and expenses	All, except that OpCo will be responsible for paying or reimbursing TransGrid's reasonable costs in connection with considering any consents, approvals, waivers, variations, discharges and releases, requested by OpCo to the TransGrid Lease.
15.6	Amendments	All
15.8	Waiver	All
15.9	Further Assurance	All

2.6 WaterNSW Interface Agreement

- (a) OpCo:
 - (i) acknowledges that the Principal is a party to an agreement with WaterNSW on the terms of the "Sydney Metro Western Sydney Airport – WaterNSW Interface Agreement" (**WaterNSW Interface Agreement**);
 - (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.6(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the WaterNSW Interface Agreement as if it were named as the Principal in the WaterNSW Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the WaterNSW Interface Agreement or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.6(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the WaterNSW Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo acknowledges that the WaterNSW Interface Agreement provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.6 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SCAW Contract.
- (c) Where the WaterNSW Interface Agreement provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.6(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where the WaterNSW Interface Agreement provides for the Principal to provide a document, notice or information to WaterNSW, OpCo:
 - (i) must not provide any such document, notice or information directly to WaterNSW unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to WaterNSW within the time period required by the WaterNSW Interface Agreement; and
 - (iii) not used.

- (da) Where the WaterNSW Interface Agreement provides for WaterNSW to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where WaterNSW has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the WaterNSW Interface Agreement;
 - (ii) ensure that no act or omission of OpCo or OpCo's Associate constitutes, causes or contributes to any breach by the Principal of its obligations to WaterNSW under the WaterNSW Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the WaterNSW Interface Agreement.
- (f) Whenever, pursuant to the terms of the WaterNSW Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to WaterNSW under any clause of the WaterNSW Interface Agreement then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed, including clause 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the WaterNSW Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.6(f) or 2.6(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of WaterNSW, or a breach of the WaterNSW Interface Agreement by WaterNSW or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the WaterNSW Interface Agreement contains a provision pursuant to which WaterNSW is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the WaterNSW Interface Agreement were set out fully in this deed.
- (h) Nothing in the WaterNSW Interface Agreement or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by WaterNSW against the Principal or any liability of the Principal to WaterNSW arising out of or in any way in connection with the WaterNSW Interface Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 (*Third Party Agreements*), OpCo:
 - (i) bears the full risk of:

- (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
- (B) any acts or omissions of WaterNSW or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the WaterNSW Interface Agreement by, or a negligent act or omission of, WaterNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the WaterNSW Interface Agreement,
 which was not caused or contributed to by OpCo; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.6(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of WaterNSW or its employees, agents, contractors or officers in relation to the WaterNSW Interface Agreement, except where such acts or omissions:
 - (I) constitute a breach of the WaterNSW Interface Agreement by, or a negligent act or omission of, WaterNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the WaterNSW Interface Agreement,
 which was not caused or contributed to by OpCo.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the WaterNSW Interface Agreement.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to WaterNSW under clauses:
 - (i) 5.9; and
 - (ii) 5.13(h),
 of the WaterNSW Interface Agreement without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

WaterNSW Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.1 Definitions	'Sydney Metro Employees and Agents'	The Principal will be responsible for the acts and omissions of 'Sydney Metro Employees and Agents' (other than OpCo or its Associates) which may be given permission to use the Land.

Clause	Title	Extent of the Principal's responsibility for the clause specified
2.7(b)	Assistance and cooperation of WaterNSW	All
2.8	Non fettering of discretion	All
2.9	Project Planning Approval	All
2.13(b)	Rail Safety Interface Agreement	Without limiting clause 8 (<i>Rail Safety</i>) of the Operative Provisions, and to the extent that the Works are not SSTOM Works or Temporary Works, all, except that OpCo must not in performing OpCo's Activities put the Principal in breach of its obligations under the Rail Safety Interface Agreement.
3	Payment of WaterNSW's Costs	All, except OpCo must promptly reimburse the Principal for any amounts claimed for which OpCo is liable under the terms of this deed (including pursuant to this Schedule 18 (<i>Requirements of Third Party Agreements</i>)).
4.1	Early access licence	The Principal will notify WaterNSW under this clause of any access required under clause 4.1, and the licence will be granted to the Principal, except that OpCo must provide any information and advice as the Principal requires to enable the Principal to fulfil its obligations under this clause.
4.2(a)	Licence to enter and construct	All For the avoidance of doubt, the Access Consent under Annexure 2 does not constitute an Additional Third Party Agreement.
4.5	Licence Fee	All
5.1	Documentation	(a)(ii) The Principal will determine which requirement it reasonably considers is most onerous in the event of any conflict. (c) and (d) To the extent OpCo has not received copies of comments from WaterNSW, the Principal must provide OpCo with copies of comments from WaterNSW that the agreement requires to be addressed and OpCo must provide any information and advice and, on invitation attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
5.3	Heritage assessment	All
5.4(b)	Construction	The Principal will determine which requirement it reasonably considers is most onerous in the event of any conflict.
5.6	Practical Completion	All, except that OpCo must give a corresponding notice to the Principal within 3 Business Days on which it considers that the Works have achieved Practical Completion and OpCo will be responsible for preparing and providing plans and drawings under clause 5.6(b) to the extent relevant to the SSTOM Works.

Clause	Title	Extent of the Principal's responsibility for the clause specified
5.9	Grant of Permanent Rights	All, except that OpCo must provide any information and advice and, on invitation from the Principal, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
5.10(b)(iii)	Work Health And Safety	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.
5.11	Meetings, reporting and information	All, except that OpCo must provide any information and advice and, on invitation from the Principal, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
5.13 (a)-(d) & (g)	Independent Certifier	All
6	Governance	All, except that OpCo must provide any information and advice and, on invitation from the Principal, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations under this clause.
10	Insurances	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 (<i>Principal's Insurances</i>) of the Operative Provisions, with OpCo's obligation to obtain those insurances notes in Annexure 3 to be obtained by the Principal's contractor.
11.2	Sydney Metro's Representative	All
12.1	Default and Cure Plan	OpCo will be required to assume the obligations in this clause to the extent the Principal's default has been caused by a: <ul style="list-style-type: none"> (a) breach by OpCo of its obligations under the WaterNSW Interface Agreement; or (b) wrongful act or omission of OpCo or its Associates.
12.2	Termination	If WaterNSW terminates the WaterNSW Interface Agreement under clause 12.2, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply. The Principal may take into account the extent to which the termination by WaterNSW arises out of or in connection with a: <ul style="list-style-type: none"> (a) breach by OpCo of its obligations under the WaterNSW Interface Agreement; or (b) wrongful act or omission of OpCo or its Associates, and any entitlements under the Modification may be reduced proportionately.
13	Dispute resolution	Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance

Clause	Title	Extent of the Principal's responsibility for the clause specified
		and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause. The Principal must keep OpCo informed of the progress and resolution of such disputes.
15	Community Engagement Activities and Communications	All, except that OpCo must provide any information and advice and, on invitation from the Principal, attend any meeting that the Principal requires to enable the Principal to fulfil its obligations under this clause.
16 except 16.6	General	All
Annexure 2		
5.5	Works Commencement and Notification Requirements	The Principal will be responsible for endorsing the written report.
7.4	Development or Activities	The Principal's responsibility under this clause is limited to meeting with WaterNSW's Representative, in relation to which OpCo must provide any information and advice and, on invitation from the Principal, attend any meeting that the Principal requires.

2.7 Roads Interface Agreement

(a) OpCo:

- (i) acknowledges that the Principal is a party to an agreement with TfNSW on the terms of the "Roads Interface Agreement - Sydney Metro Western Sydney Airport – Stations, Systems, Trains, Operations and Maintenance (SSTOM) Works" (**Roads Interface Agreement**);
- (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.7(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of Roads Interface Agreement as if it were named as the Principal in the Roads Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the Roads Interface Agreement or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.7(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

- (iv) may not exercise any of the Principal's discretions or rights under the Roads Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo acknowledges that the Roads Interface Agreement provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.7 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SBT Contract or the SCAW Contract.
- (c) Where the Roads Interface Agreement provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.7(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where the Roads Interface Agreement provides for the Principal to provide a document, notice or information to TfNSW, OpCo:
 - (i) must not provide any such document, notice or information directly to TfNSW unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TfNSW within the time period required by the Roads Interface Agreement; and
 - (iii) not used.
- (da) Where the Roads Interface Agreement provides for TfNSW to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where TfNSW has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Roads Interface Agreement;
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to TfNSW under the Roads Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Roads Interface Agreement.
- (f) Whenever, pursuant to the terms of the Roads Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TfNSW under any clause of the Roads Interface Agreement then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Roads Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.7(f) or 2.7(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of TfNSW, or a breach of the Roads Interface Agreement by TfNSW or the Principal (not caused or contributed to by OpCo).

- (g) OpCo acknowledges that to the extent that the Roads Interface Agreement contains a provision pursuant to which TfNSW is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Roads Interface Agreement were set out fully in this deed.
- (h) Nothing in the Roads Interface Agreement or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by TfNSW against the Principal or any liability of the Principal to TfNSW arising out of or in any way in connection with the Roads Interface Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 (Third Party Agreements), OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the Roads Interface Agreement by, or a negligent act or omission of, TfNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Roads Interface Agreement,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.7(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers in relation to the Roads Interface Agreement, except where such acts or omissions:
 - (I) constitute a breach of the Roads Interface Agreement by, or a negligent act or omission of, TfNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Roads Interface Agreement,
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Roads Interface Agreement.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to TfNSW under clauses:

- (i) 4.4(b);
- (ii) 27.3; and
- (iii) 29,

of the Roads Interface Agreement without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Roads Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
3	Planning Approval	All
4.2	Sydney Metro may delete Project Works	All
4.3	Sydney Metro may add, delete and amend Works	All, except that OpCo must provide any information or advice that the Principal requires to enable the Principal to fulfil its obligations under this clause.
4.4	Development of the design for the Works by the Contractor	To the extent that the Scope of Works is amended by Sydney Metro from the version contained in Annexure D to the Roads Interface Agreement, the amended version of the Scope of Works will be treated as if it is an amended Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions.
5.1	Independent Certifier Selection	All
5.2(a), (b) and (c)	Independent Certifier Appointment	All
7.2(a)	Statutory Approvals	The Principal's obligations under this clause are limited to obtaining and maintaining the Planning Approval and complying with it to the extent it relates to the use of the Works.
8.1	General	The Principal is responsible for financing the Works.
9	Community Communication	The Principal will lead engagement with the media, elected government representatives, branding and media and consultation with TfNSW in advance of major announcements, and otherwise OpCo must provide copies of community updates to TfNSW and perform its obligations and support of the Principal as required in section 7 of the General Specification.
11.2	General obligations of Sydney Metro in relation to design	The Principal will be responsible for all obligations under this clause that relate to Design Stage 1, except to the extent that OpCo amends such Design Documents.
12	Progressive Design and Review Stages	The Principal will be responsible for all obligations under this clause that relate to Design Stage 1, except to the extent that OpCo amends such Design Documents.
13.4(a)	Prior to Construction	The Principal's obligations under this clause are limited to obtaining, and providing evidence of

Clause	Title	Extent of the Principal's responsibility for the clause specified
		currency of, those insurances that it is required to effect in accordance with clause 45.1 (<i>Principal's Insurances</i>) of the Operative Provisions.
13.4(b)	Prior to Construction	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
13.6(e)	Appointment of the Contractor	The Principal's obligations under this clause are limited to obtaining, and providing evidence of currency of, those insurances that it is required to effect in accordance with clause 45.1 (<i>Principal's Insurances</i>) of the Operative Provisions.
14.2	Sydney Metro financial contribution for fair wear and tear	All, except that OpCo must provide any information or advice that the Principal requires to enable the Principal to fulfil its obligations under this clause.
15.3(b)	Completion of Project Works	All
16.7(b)	As Built Drawings and other documentation	The Principal will expressly grant to OpCo a corresponding sublicense to use the Intellectual Property Rights in the Scope of Works, including in any AFC Design Documentation prepared by TfNSW.
16.9	Intellectual Property Warranty and Indemnity	To the extent relevant to OpCo's Activities, the Principal will nominate OpCo as a nominee to which TfNSW's warranty and indemnity extend.
16.11	Dedication of Land	All
17.1	Final claim and notice	All, except clause 17.1(a) and OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
17.3(d)	Final Certificate	The Principal is liable for amounts payable to TfNSW which are directly referable to the Principal's retained obligations.
19.3	Alteration or addition of Works	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
21.5	TfNSW right to request audit of Contractor	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
25	Insurances	The Principal's obligations under this clause are limited to: (a) effecting and maintaining the Principal's Insurances; and

Clause	Title	Extent of the Principal's responsibility for the clause specified
		(b) doing all things required under clause 25 to the extent that they relate to the Principal's Insurances.
26.2	Sydney Metro liable to pay additional costs	The Principal is liable for amounts payable to TfNSW which are directly referable to the Principal's retained obligations.
26.3	Payment	All
27.2(b)	Indemnity	<p>All, except to the extent that the liability arises out of or in connection with:</p> <p>(a) any:</p> <p>(i) illness, personal injury to, or death of, any person; or</p> <p>(ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)),</p> <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
27.4(c)	The Limit of Sydney Metro's liability	All
29	Dispute Resolution	<p>Without limiting clause 3 of this Schedule 18, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
30 except 30.13, 30.14 and 30.15	General	All
31.3	GST invoices	All

2.8 Sydney Trains Transition Agreement

(a) OpCo:

(i) acknowledges that:

- (A) the Principal has entered into the agreement described in paragraph (a) of the definition of Sydney Trains Transition Agreements; and
- (B) the Principal has entered into the agreement described in paragraph (b) of the definition of Sydney Trains Transition Agreements in accordance with clause 23 of the Sydney Trains Transition Agreement (**Scope of Works and Access Schedule**);

(ii) must, in performing OpCo's Activities:

(A) unless otherwise directed by the Principal's Representative in accordance with clause 2.8(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Trains Transition Agreement as if it were named as the Principal in the Sydney Trains Transition Agreement so as to ensure that the Principal is able to fully meet those obligations under the Sydney Trains Transition Agreement or otherwise at law except to the extent that the table below:

- (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
- (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.8(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the Sydney Trains Transition Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) OpCo acknowledges that the Sydney Trains Transition Agreement provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.8 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to works forming part of the SBT Contract or works performed by the FSM Contractor and in relation to Sydney Metro Projects other than Sydney Metro Western Sydney Airport.

(c) Where the Sydney Trains Transition Agreement provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.8(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.

(d) Where the Sydney Trains Transition Agreement provides for the Principal to provide a document, notice or information to Sydney Trains or TAHE, OpCo:

(i) must not provide any such document, notice or information directly to Sydney Trains or TAHE unless otherwise agreed with the Principal;

- (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Trains or TAHE within the time period required by the Sydney Trains Transition Agreement; and
 - (iii) not used.
- (da) Where the Sydney Trains Transition Agreement provides for Sydney Trains or TAHE to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where Sydney Trains or TAHE has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Trains Transition Agreement;
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains or TAHE under the Sydney Trains Transition Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Trains Transition Agreement.
- (f) Whenever, pursuant to the terms of the Sydney Trains Transition Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains or TAHE under any clause of the Sydney Trains Transition Agreement then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed, including clause 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Sydney Trains Transition Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.8(f) or 2.8(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of Sydney Trains or TAHE, or a breach of the Sydney Trains Transition Agreement by Sydney Trains, TAHE or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the Sydney Trains Transition Agreement contains a provision pursuant to which Sydney Trains or TAHE is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Sydney Trains Transition Agreement were set out fully in this deed.
- (h) Nothing in the Sydney Trains Transition Agreement or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by Sydney Trains or TAHE against the Principal or any liability of the Principal to Sydney Trains or TAHE arising out of or in any way in connection with the Sydney Trains Transition Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:

- (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this Schedule 18 (*Requirements of Third Party Agreements*).
- (j) Subject to clause 10.28 (*Third Party Agreements*) of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of Sydney Trains, TAHE or their respective employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the Sydney Trains Transition Agreement by, or a negligent act or omission of, Sydney Trains or TAHE; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Sydney Trains Transition Agreement,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.8(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of Sydney Trains, TAHE or their respective employees, agents, contractors or officers in relation to the Sydney Trains Transition Agreement, except where such acts or omissions:
 - (I) constitute a breach of the Sydney Trains Transition Agreement by, or a negligent act or omission of, Sydney Trains or TAHE; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Sydney Trains Transition Agreement,
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Sydney Trains Transition Agreement.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to Sydney Trains or TAHE (as applicable) under clauses:
 - (i) 5.3(a);
 - (ii) 11(a);
 - (iii) 18;
 - (iv) 26.3(e); and
 - (v) 26.4(d),

of the Sydney Trains Transition Agreement without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to

OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

- (m) Notwithstanding anything to the contrary in this Schedule 18 (including the table below), this Schedule 18 as it relates to the Sydney Trains Transition Agreement will not operate to impose any obligation, liability or responsibility on OpCo under the ARTC Deed of Lease and Licence or the Rail Services Contract.

Sydney Trains Transition Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
2	Associated Agreements	All
5.1(b) and (c)	Accreditation	All, except to the extent that OpCo cannot lawfully perform the SSTOM Works under the Principal's Accreditation in which case OpCo must comply with clauses 5.1(c)(i) and (ii).
7.3(b)	General requirements and indemnity for Track Possessions	All
7.3(c), (e) and (f)	General requirements and indemnity for Track Possessions	All
8.1	Grant of Construction Leases	<p>The Principal's obligations are limited to accepting the grant and complying with the terms of construction leases granted in relation to any Metro Lease Area (as that term is defined in the Sydney Trains Transition Agreement) to the extent specified in the Scope of Works and Access Schedule table set out below.</p> <p>OpCo's obligations as passed through in these clauses do not limit OpCo's entitlements under the Operative Provisions with respect to pollution, hazardous substances, Contamination (as defined in the Operative Provisions) and remediation.</p>
8.1A	Grant of Licences of Metro Licence Areas	<p>The Principal's obligations are limited to accepting the grant and complying with the terms of licences granted in relation to any Metro Licence Area (as that term is defined in the Sydney Trains Transition Agreement) to the extent specified in the Scope of Works and Access Schedule table set out below.</p> <p>OpCo's obligations as passed through in these clauses do not limit OpCo's entitlements under the Operative Provisions with respect to pollution, hazardous substances, Contamination (as defined in the Operative Provisions) and remediation.</p>
8.1B	Grant of FIW Licences following formation of Scope of Works and Access Schedule	All, except that OpCo must provide all documents, assistance and cooperation requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
9	Principal Contractor	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.

Clause	Title	Extent of the Principal's responsibility for the clause specified
10.4(c)	Representative on-call	All
11	Information to be provided by Sydney Trains	The Principal will determine which requirement it reasonably considers is most onerous in the event of any conflict.
12(a)	Communication and Stakeholder Relations	All, subject to OpCo's obligations in section 7 of the General Specification.
14.1	Intellectual Property	The Principal retains the obligation in this clause to the extent it requires the grant of a licence in respect of Intellectual Property Rights which are assigned to the Principal by OpCo under Schedule 32 (<i>Intellectual Property</i>) of the Operative Provisions.
17	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 (<i>Principal's Insurances</i>) of the Operative Provisions, with OpCo's obligation to obtain those insurances noted in Annexure 3 to be obtained by the Principal's contractor.
18	Dispute Resolution	Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause. The Principal must keep OpCo informed of the progress and resolution of such disputes.
20	Transport Restructures	All
22.8	Amendments	All
23.1	Application of Agreement to Foundation Infrastructure Works	All
23.2	Scope of Works and Access Schedule	All
25.1(b)	Foundation Infrastructure Works Contracts	All, except that OpCo must provide any information and advice the Principal requires (and in the time requested by the Principal) to enable the Principal to fulfil its obligation under this clause.
25.2	Approvals	The Principal is responsible for obtaining the Approvals only to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
26.3(a) and (d)	Process for review and comment	The Principal retains responsibility for the obligations under this clause except to the extent that OpCo is directed to amend the relevant Design Documentation in accordance with a comment made by Sydney Trains under clause 26.3(b) as a Modification.

Clause	Title	Extent of the Principal's responsibility for the clause specified
26.3(e) and (g)	Process for review and comment	All except that OpCo must attend any meetings if requested to discuss the resolution of any comments.
26.4(a), (c)(i) and (g)	Review of Relevant Design Documents for the final Review Stage	The Principal will be responsible for the obligations under this clause, except that OpCo must provide any information and advice the Principal requires (and in the time requested by the Principal) and attend any meetings if requested to enable the Principal to fulfil its obligation under this clause.
28.3(h)	Process for review and comment on Monitoring Regimes	All, except that OpCo must provide any information and advice the Principal requires (and in the time requested by the Principal) to enable the Principal to fulfil its obligation under this clause.
28.8(b)	Risk in relation to operation of Monitoring Equipment	All, except to the extent caused by damage to the Monitoring Equipment arising out of OpCo's Activities.
30.1	Indemnity	<p>All, except where OpCo is liable, which arises out of or in connection with:</p> <p>(a) any:</p> <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Parties</i>)) by OpCo.</p>
30.2(a) and (b)	Procedure for Third Party Claims	All, except that OpCo must provide any information and advice the Principal requires (and in the time requested by the Principal) to enable the Principal to fulfil its obligation under this clause.
31	Construction Completion of the Sydney Metro Works	All, except that OpCo must give a corresponding notice to the Principal within 3 Business Days on which it considers that the Works have achieved Construction Completion.
33.2(b)(iii)	Exclusions	<p>All, except OpCo's obligations and liabilities with respect to:</p> <p>(a) clauses 33.2(b)(iii)(A) and (B) are limited to third parties that are Associates of OpCo, or are</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		otherwise on or in the relevant Sydney Trains' Facilities with the authority of OpCo; and (b) clause 33.2(b)(iii)(B) is limited to damage caused by, the relevant third party as a consequence of any failure by OpCo to comply with its obligations under this deed.
Annexure B	Metro Lease Terms and Conditions	The Principal will determine which requirement it reasonably considers is most onerous in the event of any conflict.
Schedule 2	SSJ Scope of Works and Access Schedule	All

SCOPE OF WORKS AND ACCESS SCHEDULE

Clause	Title	Extent of Principal's responsibility for clause specified
Particulars, clause 5	Sydney Trains Works	All, for all references to 'Sydney Trains Works' in the Sydney Trains Transition Agreement (as that agreement is defined in this deed).
Annexure B Clause 2	Grant of lease	All
Annexure B Clause 3	Rent	All
Annexure B Clause 8	Acquisition of Metro Lease Area by the Principal	All
Annexure B Clause 10.2(a) and (b)	Termination	All. If the Principal terminates the Lease under clause 10.2, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that such termination impacts upon OpCo's ability to access the relevant parts of the Construction Site.
Annexure B Clause 11	Handover Obligations	OpCo's obligations under this clause will be reduced to the extent that: (a) the presence of the possessions, plant or equipment, scaffolding, loose materials, waste or rubbish on the Metro Lease Area; (b) the relevant damage to the Metro Lease Area; or (c) the failure of the Metro Lease Area to satisfy the requirements of the EP&A Act consent or approval,

Clause	Title	Extent of Principal's responsibility for clause specified
		is caused by the Principal or its other contractors.
Annexure B Clause 13.2(b)	No representation	The reference to the Commencement Date in this clause will be interpreted as referring to the date OpCo gains access to the Area.
Annexure B Clause 13.3(a)	Environmental obligations – hold all approvals	The Principal is responsible for obtaining the Authorisations under this clause only to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
Annexure C Clause 6(d)(i)	Access to Platforms	The Principal will be responsible for the obligations under this clause, provided that OpCo must provide a representative to attend any site meetings if required by the Principal.
Annexure G	Additional Terms	All, other than obligations in clause 1(a), and except that OpCo must attend meetings and provide any information and advice the Principal requires to enable the Principal to fulfil its obligation under this Annexure.
Annexure H Clause 2.4	Term and Holding Over	<p>All</p> <p>The Principal must issue a Modification Impact Request under clause 33.1(a) and clause 33.2 will apply to the extent that the termination of the Licence under clause 2.4 by the Principal, Sydney Trains or TAHE impacts on OpCo's Activities.</p> <p>The Principal will take into account the extent to which termination of Annexure H by the Principal, Sydney Trains or TAHE arises out of or in connection with a:</p> <ul style="list-style-type: none"> (a) breach by OpCo of its obligations under Annexure H; or (b) wrongful act or omission of OpCo or its Associates, <p>and any entitlements under the Modification may be reduced proportionally.</p>
Annexure H Clause 3	Licence Fee	All
Annexure H Clause 4.3	Maintenance of Licensed Area	OpCo's obligations under this clause to maintain the Licensed Area only apply whilst OpCo has care and control of that area.
Annexure H Clause 6.3(a)	Environmental obligations	The Principal is responsible for obtaining the Approvals only to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
Annexure H Clause 7.3	Insurance	The Principal's obligations under this clause are limited to effecting and maintaining the insurances that it is required to effect under clause 45.1 (<i>Principal's Insurances</i>) of this deed.

Clause	Title	Extent of Principal's responsibility for clause specified
Annexure H Clause 8.2	TAHE's or Sydney Train's rights	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that the termination of Annexure H under clause 8.2 by Sydney Trains or TAHE impacts on OpCo's Activities.</p> <p>The Principal will take into account the extent to which termination of Annexure H by TAHE or Sydney Trains under clause 8.2 arises out of or in connection with a:</p> <p>(a) breach by OpCo of its obligations under Annexure H; or</p> <p>(b) wrongful act or omission of OpCo or its Associates,</p> <p>and any entitlements under the Modification may be reduced proportionally.</p>
Annexure H Clause 8.4	Make good	OpCo's obligations under this clause will be reduced to the extent that the relevant condition referred to in (a)-(e) is caused by the Principal or its other contractors.
Annexure H Clause 8.8	Termination by Principal	<p>All.</p> <p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that the termination of the Licence under clause 8.8 by the Principal impacts on OpCo's Activities.</p>
Annexure H Attachment A, Item 7 (Special Conditions), clauses 4, 5 and 6	Special Conditions	<p>All, if OpCo requires access to any part of the Licensed Area which is subject to a Third Party Arrangement which is not identified in Attachment A.</p> <p>If either Sydney Trains or TAHE do not confirm their agreement to allow access to such parts of the Licensed Area, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that such failure to confirm access impacts upon OpCo's Activities.</p>

2.9 Sydney Trains Global Safety Interface Agreement

(a) OpCo:

- (i) acknowledges that the Principal has entered into a deed with Sydney Trains titled "Amendment to the Sydney Metro City & Southwest Global Safety Interface Agreement Document No: 11823" dated 21 December 2021 that amends the agreement titled "Sydney Metro City & Southwest Global Safety Interface Agreement Document 11823" between the Principal and Sydney Trains dated 7 April 2021 (**Sydney Trains GSIA**); and

- (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.9(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Trains GSIA as if it were named as the Principal in the Sydney Trains GSIA so as to ensure that the Principal is able to fully meet those obligations under the Sydney Trains GSIA or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.9(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Sydney Trains GSIA unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo acknowledges that the Sydney Trains GSIA provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.9 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to works forming part of the SBT Contract or the SCAW Contract and in relation to Sydney Metro Projects other than Sydney Metro Western Sydney Airport.
 - (c) Where the Sydney Trains GSIA provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.9(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
 - (d) Where the Sydney Trains GSIA provides for the Principal to provide a document, notice or information to Sydney Trains, OpCo:
 - (i) must not provide any such document, notice or information directly to Sydney Trains unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Trains within the time period required by the Sydney Trains GSIA; and
 - (iii) not used.
 - (da) Where the Sydney Trains GSIA provides for Sydney Trains to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where Sydney Trains has provided the relevant document, notice, comments or information directly to OpCo.

- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Trains GSIA;
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains under the Sydney Trains GSIA or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Trains GSIA.
- (f) Whenever, pursuant to the terms of the Sydney Trains GSIA, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains under any clause of the Sydney Trains GSIA then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed, including clause 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Sydney Trains GSIA in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.9(f) or 2.9(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of Sydney Trains, or a breach of the Sydney Trains GSIA by Sydney Trains or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the Sydney Trains GSIA contains a provision pursuant to which Sydney Trains is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Sydney Trains GSIA were set out fully in this deed.
- (h) Nothing in the Sydney Trains GSIA or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by Sydney Trains against the Principal or any liability of the Principal to Sydney Trains arising out of or in any way in connection with the Sydney Trains GSIA to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this Schedule 18 (*Requirements of Third Party Agreements*).
- (j) Subject to clause 10.28 (*Third Party Agreements*) of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the Sydney Trains GSIA by, or a negligent act or omission of, Sydney Trains; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:

- (1) a Project Agreement; or
- (2) the Sydney Trains GSIA,
- which was not caused or contributed to by OpCo; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the *Operative Provisions*) arising out of or in any way in connection with:
- (A) the risks referred to in clause 2.9(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
- (B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers in relation to the Sydney Trains GSIA, except where such acts or omissions:
- (I) constitute a breach of the Sydney Trains GSIA by, or a negligent act or omission of, Sydney Trains; or
- (II) arise as a consequence of a breach by the Principal of its obligations under:
- (1) a Project Agreement; or
- (2) the Sydney Trains GSIA,
- which was not caused or contributed to by OpCo.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Sydney Trains GSIA.

Sydney Trains Global Safety Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
2(b)	Term	All
3.1(b), (c), (d), and (e)	Identifying and assessing risks	The Principal will be responsible for the obligations under this clause, except that OpCo must provide a representative to attend and actively participate in any joint risk workshops if required by the Principal, to enable the Principal to satisfy the Principal's obligations under this clause.
3.3	Change to risks	The Principal will be responsible for the obligations under this clause, except that OpCo must provide all information to the Principal (and in the time required) so as to ensure that the Principal is able to fully meet the Principal's obligations under this clause.
3.4	Notification of incidents	The Principal will be responsible for the obligations under this clause, except that OpCo must provide all information to the Principal (and in the time required) so as to ensure that the Principal is able to fully meet the Principal's obligations under this clause.
3.5	Register of Interface Agreements	All
4	Access	The Principal will be responsible for the obligations under this clause only to the extent

Clause	Title	Extent of the Principal's responsibility for the clause specified
		that they relate to infrastructure or land other than: <ul style="list-style-type: none"> the Construction Site and any other areas affected by OpCo's Activities; the SSTOM Works and the Temporary Works; or any other place where any part of OpCo's Activities is being carried out (including Extra Land).
5	Dispute resolution	Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Parties</i>), the Principal will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with an Issue under this clause. The Principal must keep OpCo informed of the progress and resolution of such Issue.
6.1	Notices	All
6.2	Costs	All
6.5	Variation	All

2.10 WPCA B3 Interface Agreement

(a) OpCo:

(i) acknowledges that:

- (A) the Principal is or will be a party to a deed with the Western Parklands City Authority (**WPCA**) on the terms of the "Sydney Metro - Western Sydney Airport Interface Agreement (Western Parkland City Authority) SSTOM Works and WPCA Works (**WPCA B3 Interface Agreement**); and
- (B) for the purposes of clause 2.10 of this Schedule 18 (*Requirements of Third Party Agreements*), the WPCA B3 Interface Agreement includes any construction lease or licence entered into in pursuant to clause 11 of the WPCA B3 Interface Agreement on and from the date on which the Principal provides a copy of the executed construction lease or licence to OpCo and does not constitute an Additional Third Party Agreement;

(ii) must, in performing OpCo's Activities:

- (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.10(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the WPCA B3 Interface Agreement as if it were named as the Principal in the WPCA B3 Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the WPCA B3 Interface Agreement or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and

- (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.10(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the WPCA B3 Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo's obligations under this Schedule 18 in respect of the WPCA B3 Interface Agreement extend only to the extent relevant to the SSTOM Works, Temporary Works or, but for this Schedule 18, the performance of OpCo's Activities.
- (c) Where the WPCA B3 Interface Agreement provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.10(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where the WPCA B3 Interface Agreement provides for the Principal to provide a document, notice or information to WPCA, OpCo:
 - (i) must not provide any such document, notice or information directly to WPCA unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to WPCA within the time period required by the WPCA B3 Interface Agreement; and
 - (iii) not used.
- (da) Where the WPCA B3 Interface Agreement provides for WPCA to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where WPCA has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the WPCA B3 Interface Agreement;
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to WPCA under the WPCA B3 Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the WPCA B3 Interface Agreement.
- (f) Whenever, pursuant to the terms of the WPCA B3 Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to WPCA under any clause of the WPCA B3 Interface Agreement then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the WPCA B3 Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.10(f) or 2.10(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of WPCA, or a breach of the WPCA B3 Interface Agreement by WPCA or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the WPCA B3 Interface Agreement contains a provision pursuant to which WPCA is stated to make no representation or warranty as to a state of affairs, OpCo agrees that the Principal similarly makes no representation or warranty to OpCo in respect of that state of affairs in the same way as if the relevant terms of the WPCA B3 Interface Agreement were set out fully in this deed.
- (h) Nothing in the WPCA B3 Interface Agreement or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by WPCA against the Principal or any liability of the Principal to WPCA arising out of or in any way in connection with the WPCA B3 Interface Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this Schedule 18 (*Requirements of Third Party Agreements*).
- (j) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of WPCA or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the WPCA B3 Interface Agreement by, or a negligent act or omission of, WPCA; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the WPCA B3 Interface Agreement,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.10(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of WPCA or its employees, agents, contractors or officers in relation to the WPCA B3 Interface Agreement, except where such acts or omissions:
 - (I) constitute a breach of the WPCA B3 Interface Agreement by, or a negligent act or omission of, WPCA; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the WPCA B3 Interface Agreement,

which was not caused or contributed to by OpCo.

- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the WPCA B3 Interface Agreement.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction, make a request of or a comment to WPCA or respond to WPCA in writing under clauses:
- (i) 2.2;
 - (ii) 6.2(a);
 - (iii) 6.3(a);
 - (iv) 8.3(b)(i)
 - (v) 10.2(a); and
 - (vi) 18,

of the WPCA B3 Interface Agreement without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request, comment or response in writing is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

WPCA B3 Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
1.3(e), 15.1(c)	Compliance by Sydney Metro and location of Works and WPCA Works	The Principal will be responsible for consenting to all departures to the General Arrangement Reference Designs. The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that the Principal consents to a departure to the General Arrangement Reference Design which impacts on OpCo's Activities.
2.1	Acknowledgement by the Parties	All
2.2	Additional Works	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
4.1	Cooperation and coordination	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
5	Risk of Works	All, to the extent the Statutory Approvals (as defined in the WPCA B3 Interface Agreement) are listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
6	Governance	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the

Clause	Title	Extent of the Principal's responsibility for the clause specified
		time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
6.4	Engineering and Design Working Group and Utilities Working Group	All, except that the Principal will consult with OpCo prior to giving its agreement, consent, confirming satisfaction or making a request of or a comment to the Engineering and Design and Utilities Working Groups, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities.
6.5	Incident Management and Complaints	The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that OpCo is unable to access the Construction Site as a result of an Incident which has arisen out of the WPCA Works.
7 (except 7.2(d))	Community Engagement Activities and Communications	<p>The Principal will lead engagement with the media, elected government representatives, branding and media and consultation with WPCA in advance of major announcements.</p> <p>Otherwise, OpCo must provide copies of community updates to WPCA and perform its obligations and support of the Principal as required in section 7 of the General Specification and as required to enable the Principal to fulfil its obligations under this clause.</p>
7.2(d)	Community Engagement Activities and Communications	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
8.3(a)(i)(C) 8.6(b)(ii)	WPCA's right to comment Bradfield City Centre Place Strategy & Master Plan	The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that OpCo is required to amend the Metro Design Documentation to align with any aspect of the Strategy which is inconsistent with the SSTOM Specification.
8.6(b)(i)	Bradfield City Centre Place Strategy & Master Plan	All
10	WPCA Design	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
11	Metro Construction Access	All, except that OpCo must comply with the Principal's obligations to grant access in favour of WPCA.

If the Principal enters into any Construction Lease, Construction Licence or Access Licence after the date of this deed:

- (a) the Principal will provide a copy of the Construction Lease, Construction Licence or Access Licence (as applicable) to OpCo;
- (b) OpCo must comply the terms of the Construction Lease, Construction Licence or Access Licence in accordance with the division of responsibilities specified in this table; and
- (c) OpCo must not put the Principal in breach of its obligations under the Construction Lease, Construction Licence or Access Licence.

OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under any access licence.

For the avoidance of doubt, the parties agree that:

- (a) any Construction Lease, Construction Licence or Access Licence entered into in the form of the existing Construction Lease, Construction Licence or Access Licence in Annexures D and E provided to OpCo as at the date of this deed, is not an Additional Third Party Agreement under this deed; and
- (b) if the form of any Construction Lease, Construction Licence or Access Licence differs from the form of the existing form of Construction Lease, Construction Licence or Access Licence provided to OpCo as at the date of this deed:
 - (i) the additional Construction Lease, Construction Licence or Access Licence will be treated as if it is an Additional Third Party Agreement for the purpose of clause 10.28(f) of the Operative Provisions; and
 - (ii) without limiting clause 10.28(f), clause 33.2 will only apply to the extent the additional Construction Lease, Construction Licence or Access Licence contain terms that differ from the form of the existing Construction Lease, Construction Licence or Access Licence provided to OpCo as at the date of this deed.

Clause	Title	Extent of the Principal's responsibility for the clause specified
12 (except 12.5)	Site Conditions	OpCo's obligations as passed though in this clause do not limit OpCo's entitlements under the Operative Provisions with respect to pollution, hazardous substances, Contamination (as defined in the Operative Provisions) and remediation.
12.5(a)-(c)	Exit Contamination Report	The Principal will provide a copy of the Entry Contamination Report to OpCo and OpCo must otherwise perform all obligations under this clause.
13	Rock Anchors	All
14.2	Prior to Construction	The Principal is responsible for obtaining the Statutory Approvals (as defined in the WPCA B3 Interface Agreement) only to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
14.3	Meetings	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
14.6	Principal Contractor	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.
14.9	Betterment requested by WPCA	All, except that OpCo must provide all documents, assistance and cooperation as the Principal requires to enable the Principal to fulfil its obligations under this clause and determine if it will require OpCo to perform such Betterment as a Modification in accordance with the Operative Provisions.
14.10	Payments by WPCA for Betterment	All
15	Construction of the WPCA Works	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that WPCA fails to ensure that the WPCA Works are constructed in accordance with the final WPCA Design Stage Design Documentation, the Sydney Metro Requirements and the General Arrangement Reference Design, and such failure impacts on OpCo's Activities.</p> <p>OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.</p>
15.11	Enabling works for over station development	All, except that the Principal may direct that OpCo comply with this as a Modification in accordance with the Operative Provisions.
16	Variations to Works	All, provided nothing limits the OpCo's right to propose a Modification in accordance with the Operative Provisions.

Clause	Title	Extent of the Principal's responsibility for the clause specified
17	Variations to WPCA Works	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
18	Completion of Works	All, except that OpCo must give a corresponding notice to the Principal at least 10 Business Days prior to the relevant estimated dates of completion of the corresponding Works and promptly following the achievement of completion.
20 and 20A	Acquisition	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
21.3	Confidentiality undertakings by third parties	All
22.1	Ownership of Intellectual Property Rights	All, except that OpCo must provide all documents, assistance and cooperation so as to ensure that the Principal is able to fully meet the Principal's obligations under this clause.
22.2	Licence to use Intellectual Property - WPCA	All The Principal grants to OpCo a sub-licence to use any Intellectual Property Rights in WPCA's Relevant Materials which are relevant to the performance of OpCo's Activities in respect of the WPCA B3 Interface Agreement.
22.3	Licence to use Intellectual Property – Sydney Metro	The Principal retains the obligation in this clause to the extent it requires the grant of a licence in respect of Intellectual Property Rights which are assigned to the Principal by OpCo under Schedule 32 (<i>Intellectual Property</i>) of this deed.
23	Sydney Metro Insurance	The Principal's obligations under this clause are limited to: (a) effecting and maintaining the Principal's Insurances; and (b) doing all things required under clause 23 of the WPCA B3 Interface Agreement to the extent that they relate to the Principal's Insurances.
25	Resolution of Issues	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause. The Principal must keep OpCo informed of the progress and resolution of such Issues.
26.1	Indemnity - Sydney Metro	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with:

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>(a) any:</p> <p>(i) illness, personal injury to, or death of, any person; or</p> <p>(ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works, prior to the Date of Completion),</p> <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
28 (except 28.5)	General	All
28.5	Transfer of functions	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
Schedule 1	Leased Area and Licensed Area	The areas and dates for access set out in Exhibit 3 (Site Access Schedule) of the SSTOM Project Deed will apply to OpCo, rather than the areas and dates specified in Schedule 1.

Annexure E - Construction Lease

1.4(a)	Compliance by SM	All
2	Quiet enjoyment	All
3	Rent	All
4(a)	Utilities and other costs	The Principal's obligations under this clause are limited to the extent they relate to Works other than the SSTOM Works or the Temporary Works.
4(b)	Utilities and other costs	All
5	Permitted Use	All
6.1(a)	Interface Agreement	All
6.1(b)	Interface Agreement	The Principal's obligations under this clause are limited to the extent they relate to Works other than the SSTOM Works or the Temporary Works.
8	Insurance	The Principal's obligations under this clause are limited to:

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>(a) effecting and maintaining the Principal's Insurances; and</p> <p>(b) doing all things required under clause 23 of the WPCA B3 Interface Agreement, to the extent that they relate to the Principal's Insurances.</p>
9	Work Health and Safety	The Principal's responsibility for work health and safety matters are limited to those in connection with Works other than the SSTOM Works or the Temporary Works.
10.2	Agreement in relation to future easements	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
11.2	Surrender and Termination	<p>All, except that if the Principal exercises its right to terminate its interest in this lease and the Leased Area under this clause and OpCo requires access to the Leased Area (or any part) after the Surrender Date for the purpose of performing OpCo's Activities:</p> <p>(a) the Principal will secure access to the Leased Area by the Surrender Date; and</p> <p>(b) if the Principal fails to secure the access referred to in paragraph (a) or secures access on terms which are different from those this Annexure E, and such failure or different terms (as applicable) impact on OpCo's Activities, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p>
11.3	Partial Surrender	All
12.2	Indemnity	The Principal's obligations under this clause are limited to loss, destruction, damage or claim referred to in clauses 12.2(a) and (b) which are caused or contributed to by the construction Works other than the SSTOM Works.
13	Option term and holding over	All
14.3	Removal and repair	The Principal's obligations under this clause are limited to the damage to the Leased Area that is caused by Works other than the SSTOM Works or the Temporary Works.
15	Environmental Obligations	OpCo's obligations as passed through in this clause do not limit OpCo's entitlements under the Operative Provisions with respect to pollution, hazardous substances, Contamination (as defined in the Operative Provisions) and remediation.

Clause	Title	Extent of the Principal's responsibility for the clause specified
15.4(b)	Responsibility of Contamination in connection with the Works	The Principal's obligations under this clause are limited to the extent they relate to Works other than the SSTOM Works or the Temporary Works.
17	Unexploded Ordnances	OpCo will perform the Principal's obligations under this clause provided nothing limits OpCo's rights in relation to UXOs under the deed.
18.1	No dealing	All
19 (except 19.5)	General	All
19.5	Transfer of functions	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
19.8	Assignment	All

Annexure E - Construction Lease – Access Licence

2	This Licence	All
3.5	Insurance	The Principal's obligations under this clause are limited to effecting and maintaining the insurances that it is required to effect under clause 45.1 (<i>Principal's Insurances</i>) of this deed.
5	Transfer and other dealing	All
6.2	Indemnity	<p>OpCo's liability under this indemnity is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo.</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
7	Resolution of Issues	<p>Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause.</p> <p>OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
8.2(a)	Termination	<p>All.</p> <p>If the Principal terminates the Access Licence under this clause 8.2(a), the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p> <p>The Principal may take into account the extent to which the termination by the Principal arises out of or in connection with a:</p> <ul style="list-style-type: none"> (a) breach by OpCo of its obligations under the Access Licence; or (b) wrongful act or omission of OpCo or its Associates, <p>and any entitlements under the Modification may be reduced proportionately.</p>
9.2	Responsibility for Contamination	The Principal will only have responsibility under this clause where the obligations relate to Works other than the SSTOM Works or Temporary Works.
10.6	Amendments	All
10.9	Assignment	All
10.11	Counterparts and electronic execution	All
Annexure D1 - Construction Licence – WPCA to Sydney Metro		
1.4(a)	Compliance by SM	All
2	Licence	All
3.1	Interface Agreement	All
3.5	Handover Obligations	<p>OpCo's obligations under this clause will be reduced to the extent that:</p> <ul style="list-style-type: none"> (a) the presence of the possessions, perimeter fencing installed by OpCo, loose materials, waste or rubbish on the Licensed Area; (b) the relevant damage to the Licensed Area; or

Clause	Title	Extent of the Principal's responsibility for the clause specified
		(c) the failure of the Licensed Area to satisfy the requirements of the licence or comply with Laws, is caused by the Principal or its other contractors.
3.6	Insurance	The Principal's obligations under this clause are limited to effecting and maintaining the insurances that it is required to effect under clause 45.1 (<i>Principal's Insurances</i>) of this deed.
5	Dealing	All
6.2	Indemnity	<p>OpCo's liability under this indemnity is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <p>(i) illness, personal injury to, or death of, any person; or</p> <p>(ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)),</p> <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo.</p>
8.2(a)	Termination	<p>All</p> <p>If the Principal terminates the Access Licence under this clause 8.2(a), the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p> <p>The Principal may take into account the extent to which the termination by the Principal arises out of or in connection with a:</p> <p>(a) breach by OpCo of its obligations under the Access Licence; or</p> <p>(b) wrongful act or omission of OpCo or its Associates,</p> <p>and any entitlements under the Modification may be reduced proportionately.</p>
9.1(c)	Work health and safety	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.

Clause	Title	Extent of the Principal's responsibility for the clause specified
9.3	Responsibility for Contamination in connection with Works	The Principal will only have responsibility under this clause where the obligations relate to Works other than the SSTOM Works or Temporary Works.
10	Holding Over	All
11.1	Adjustment of Term	<p>All, except that if OpCo requires access to the Land after the End Date for the purpose of performing OpCo's Activities:</p> <p>(a) OpCo must provide an equivalent notice to the notice referred to in clause 11.1(a) to the Principal requesting an extension to the Term;</p> <p>(b) the Principal will secure access to the Leased Land under clause 11 for the further period requested by OpCo; and</p> <p>if the Principal fails to secure the access referred to in paragraph (b) or secures access on terms which are different from those in Annexure D1 to the WPCA B3 Interface Agreement, and such failure or different terms (as applicable) impact on OpCo's Activities, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p>
11.2	Further Licence	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
12.1	Notices	All
12.6	Amendments	All
12.9	Assignment	All
12.10	Counterparts and electronic execution	All
Annexure D2 - Construction Licence – Sydney Metro to WPCA		
2	Licence	All
4.1(a)	Access Licence granted to the Licensee	All
4.3(c)	Licensors obligations	All
5.2	Transfer of interest in Licensed Area	All
8	Termination and Surrender	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.

Clause	Title	Extent of the Principal's responsibility for the clause specified
10	Holding Over	All
12.1	Notices	All
12.6	Amendments	All
12.9	Assignment	All
12.10	Counterparts and electronic execution	All

2.11 Gipps Street Construction Licence

(a) OpCo:

- (i) acknowledges that the Principal is or will be a party to a licence deed with Transport for NSW (ABN 18 804 239 602) (**TfNSW**) on the terms of the "Deed of Agreement to Grant a Non-Exclusive Construction Licence – Gipps Street Claremont Meadows" (**Gipps St Construction Licence**);
- (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.11(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Gipps St Construction Licence as if it were named as the Principal in the Gipps St Construction Licence so as to ensure that the Principal is able to fully meet those obligations under the Gipps St Construction Licence or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.11(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
- (iv) may not exercise any of the Principal's discretions or rights under the Gipps St Construction Licence unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

- (b) OpCo acknowledges that the Gipps St Construction Licence provides for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.11 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SBT Contract or the SCAW Contract.
- (c) Where the Gipps St Construction Licence provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's

Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.11(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.

- (d) Where Gipps St Construction Licence provides for the Principal to provide a document, notice or information to TfNSW, OpCo:
 - (i) must not provide any such document, notice or information directly to TfNSW unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TfNSW within the time period required by the Gipps St Construction Licence; and
 - (iii) not used.
- (da) Where the Gipps St Construction Licence provides for TfNSW to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where TfNSW has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of Gipps St Construction Licence;
 - (ii) ensure that no act or omission of OpCo or OpCo's Associate constitutes, causes or contributes to any breach by the Principal of its obligations to TfNSW under the Gipps St Construction Licence or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Gipps St Construction Licence.
- (f) Whenever, pursuant to the terms of the Gipps St Construction Licence, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TfNSW under any clause of the Gipps St Construction Licence then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clauses 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Gipps St Construction Licence in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.11(f) or 2.11(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of TfNSW, or a breach of the Gipps St Construction Licence by TfNSW or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the Gipps St Construction Licence contains a provision pursuant to which TfNSW is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Gipps St Construction Licence were set out fully in this deed.
- (h) Nothing in the Gipps St Construction Licence or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.

- (i) OpCo must indemnify the Principal from and against any claim by TfNSW against the Principal or any liability of the Principal to TfNSW arising out of or in any way in connection with the Gipps St Construction Licence to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed, including clauses 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the Gipps St Construction Licence by, or a negligent act or omission of, TfNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Gipps St Construction Licence,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.11(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of TfNSW or its employees, agents, contractors or officers in relation to the Gipps St Construction Licence, except where such acts or omissions:
 - (I) constitute a breach of the Gipps St Construction Licence by, or a negligent act or omission of, TfNSW; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Gipps St Construction Licence,
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Gipps St Construction Licence.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to TfNSW under clauses:
 - (i) 3.10(b);
 - (ii) 3.10(c)(iii);
 - (iii) 3.15(a); and
 - (iv) 11,

of the Gipps St Construction Licence without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Gipps St Construction Licence

Clause	Title	Extent of Principal's responsibility for clause specified
2	Grant of Non-Exclusive Licence	<p>All, except that:</p> <p>(a) OpCo must provide the Principal an equivalent notice to the notices contemplated under clauses 2(d) and 2(f) and provide any other information required to enable the Principal to fulfil its obligations under this clause; and</p> <p>(b) if OpCo requires access to the Licensed Area after the Expiry Date for the purpose of performing OpCo's Activities:</p> <p>(i) OpCo must provide a notice to the Principal requesting that it be entitled to continue to access the Licensed Area and the Principal will seek TfNSW's consent in respect of that extension; and</p> <p>(ii) if the Principal fails to secure the access referred to in paragraph (a) or secures access on terms which are different from those in the Gipps Street Construction Licence, and such failure or different terms (as applicable) impact on OpCo's Activities, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply</p>
3.3	Preparation of Initial Condition Report	All, except OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
3.5	Insurance	The Principal's obligations under this clause are limited to effecting and maintaining the insurances that the Principal is required to effect and maintain under clause 45.1 of the Operative Provisions and, without limiting OpCo's obligations in relation to such insurances, providing evidence of such insurances in accordance with this clause.
3.7	Planning Approval	All, to the extent the Planning Approvals (as defined in the Gipps St Construction Licence) are listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
3.8	Statutory Approvals	All, to the extent the Statutory Approvals (as defined in the Gipps St Construction Licence) are listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.

3.11	Environmental obligations	The Principal will only have responsibility under this clause where the obligations relate to Works other than the SSTOM Works or Temporary Works.
3.12	Liability for Contamination & Pollution	
3.15(a)	Construction Completion	All, except OpCo must provide an equivalent notice to the notice referred to in clause 3.15(a)(i) to the Principal within 3 Business Days on which it considers that the Works have achieved Construction Completion and provide any information required to enable the Principal to fulfil its obligations under this clause.
3.19	Collaboration	All
4.4	Principal Contractor	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.
6.1	Indemnity	<p>OpCo's liability under this indemnity is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
6.2	Claims	<p>Without limiting clause 3 of this Schedule 18, the Principal will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as requested by the Principal (and in the time requested by the Principal) in connection with a Claim under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such Claims.</p>
6.3(c)	The Limit of Sydney Metro's Liability	All
7	Costs and Expenses	All
11	Dispute Resolution	Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the

		<p>Principal will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) and, on invitation, attend such meeting as the Principal requires in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
13 except 13.1, 13.2, and 13.7	General	All

2.12 University of Sydney Leases

(a) OpCo:

(i) acknowledges that the Principal:

- (A) is a party to a lease with the University of Sydney ABN 15 211 513 646 (**University of Sydney**) over part folio identifier 72/1277011 and part 74/1277011 on the terms of the "Lease between University of Sydney and Sydney Metro" dated 10 May 2022; and
- (B) is or will be a party to a lease with the University of Sydney over part folio identifier 72/1277011 and part 74/1277011 for the "Green Additional Leased Land" on the terms of the "Lease between University of Sydney and Sydney Metro",

each, a **University of Sydney Lease**;

(ii) must, in performing OpCo's Activities:

- (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.12(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the University of Sydney Leases as if it were named as the Principal in each University of Sydney Lease so as to ensure that the Principal is able to fully meet those obligations under the University of Sydney Leases or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
- (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.12(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

- (iv) may not exercise any of the Principal's discretions or rights under the University of Sydney Leases unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) OpCo acknowledges that the University of Sydney Leases provide for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.12 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SBT Contract or the SCAW Contract.
- (c) Where a University of Sydney Lease provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.12(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where a University of Sydney Lease provides for the Principal to provide a document, notice or information to University of Sydney, OpCo:
 - (i) must not provide any such document, notice or information directly to University of Sydney unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to University of Sydney within the time period required by the University of Sydney Lease; and
 - (iii) not used.
- (da) Where the University of Sydney Lease provides for the University of Sydney to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where the University of Sydney has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each University of Sydney Lease;
 - (ii) ensure that no act or omission of OpCo or OpCo's Associate constitutes, causes or contributes to any breach by the Principal of its obligations to University of Sydney under each University of Sydney Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of each University of Sydney Lease.
- (f) Whenever, pursuant to the terms of a University of Sydney Lease, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to University of Sydney under any clause of the University of Sydney Lease then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clauses 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the University of Sydney Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.12(f) or 2.12(i) will be reduced proportionally to the extent that the obligation

or liability is caused or contributed to by a negligent act or omission of University of Sydney, or a breach of a University of Sydney Lease by University of Sydney or the Principal (not caused or contributed to by OpCo).

- (g) OpCo acknowledges that to the extent that a University of Sydney Lease contains a provision pursuant to which University of Sydney is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the University of Sydney Lease were set out fully in this deed.
- (h) Nothing in the University of Sydney Leases or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by University of Sydney against the Principal or any liability of the Principal to University of Sydney arising out of or in any way in connection with a University of Sydney Lease to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed, including clauses 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of University of Sydney or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the applicable University of Sydney Lease by, or a negligent act or omission of, University of Sydney; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the applicable University of Sydney Lease
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.12(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of University of Sydney or its employees, agents, contractors or officers in relation to the University of Sydney Lease, except where such acts or omissions:
 - (I) constitute a breach of the applicable University of Sydney Lease by, or a negligent act or omission of, University of Sydney; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or

(2) the applicable University of Sydney Lease,
which was not caused or contributed to by OpCo.

(k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the applicable University of Sydney Lease.

(l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to University of Sydney under clauses:

- (i) 10.1;
- (ii) 12.2;
- (iii) 15.1; and
- (iv) 18,

of the University of Sydney Lease without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

University Of Sydney Leases

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
1.4(a)	Compliance by Sydney Metro Contractor	All
2	Quiet enjoyment	All
3	Rent	All
4(c)(ii)	Services, Usage Charges and other costs	All
6.2	Maintenance	OpCo will only be required to comply with this clause from the time it first accesses the Leased Land until Practical Completion.
7.1, 7.2	Sydney Metro as principal contractor, Sydney Metro contractors	All, without limiting clause 10.2 (<i>Principal contractor</i>) of the Operative Provisions.
8.1	Approvals	All, to the extent the Approvals of the Works (as defined in the University of Sydney Lease) are listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
8.2	Conditions	<p>The Principal is responsible for providing the University of Sydney with evidence of:</p> <ul style="list-style-type: none"> (a) the Approvals (as defined in the University of Sydney Lease) to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed; and (b) the insurance required under clause 13 of the University of Sydney Lease to the extent that the Principal is required to effect such insurances under clause 45.1 of the Operative Provisions.

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
		OpCo must provide any information and advice that the Principal requires to enable the Principal to fulfil its obligations under this clause.
8.4(b) and(c)	Completion times	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
8.5	Changes to Works	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause, including obtaining the University of Sydney's consent and approval to changes to the Works or the location of the Works (as defined in the University of Sydney Lease).
8.7 except 8.7(a)(i)	Works Not Commenced	All, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
9	Site Investigations	All
10	Easements	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
11.2	Early Surrender	All, except the obligations contained under clause 11.2(c).
12.2	Adjoining Land Licence	All
12.3	Third Party Rights	All
13	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions and, without limiting OpCo's obligations in relation to such insurances, providing evidence of such insurances to the University of Sydney in accordance with this clause.
14.2 - 14.5	Risk, indemnities and releases	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: (a) any: (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
		<p>Works (prior to the Date of Completion)),</p> <p>caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;</p> <p>(b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or</p> <p>(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p>
15	Adjustment of Term, further lease and holding over	<p>All, except that if OpCo requires access to the Leased Land after the Terminating Date for the purpose of performing OpCo's Activities:</p> <p>(a) OpCo must provide an equivalent notice to the notice referred to in clause 15.1(a) to the Principal requesting an extension to the Term;</p> <p>(b) the Principal will secure access to the Leased Land under clause 15 for the further period requested by OpCo (which must not exceed the maximum period specified in clause 15.1(a)); and</p> <p>(c) if the Principal fails to secure the access referred to in paragraph (b) or secures access on terms which are different from those in the University of Sydney Leases, and such failure or different terms (as applicable) impact on OpCo's Activities, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p>
16.1(a)(ii), (iii)	Leave Leased Land	All, except to the extent the damage arose out of OpCo's Activities (excluding any damage that was the unavoidable consequence of the construction of the Works).
16.2(a)(ii)	Removal and repair	All, except that OpCo will be required to rectify any damage to the Leased Land (including all fences/gates) which has arisen out of OpCo's Activities.
17	Environmental obligations	The Principal will only have responsibility under this clause where the obligations relate to Works other than the SSTOM Works or Temporary Works.
18	Resolution of Issues	Without limiting clause 3 of this Schedule 18, the Principal will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation and attend any meetings as requested by the Principal (and in the time requested by the

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
		Principal) in connection with an Issue under this clause. The Principal must keep OpCo informed of the progress and resolution of such Issues.
19	Transfer and other dealing	All
20.1	Notices	All
20.7	Amendments	All
20.8	Waiver	All

2.13 Defences Licences

(a) OpCo:

(i) acknowledges that the Principal is or will be a party to licence deeds with the Commonwealth of Australia (as represented by the Department of Defence (ABN 68 706 814 312) (**Defence**)) on the terms of the:

(A) "Licence Deed – Ongoing Project Access"; and

(B) "Licence Deed— Interim Project Access",

each, a **Defence Licence**;

(ii) must, in performing OpCo's Activities:

(A) unless otherwise directed by the Principal's Representative in accordance with clause 2.13(e)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Defence Licences as if it were named as the Principal in each Defence Licence so as to ensure that the Principal is able to fully meet those obligations under the Defence Licences or otherwise at law except to the extent that the table below:

(I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(II) limits OpCo's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.13(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the Defence Licences unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

- (b) OpCo acknowledges that the Defence Licences provide for works to be undertaken for and on behalf of the Principal that do not form part of OpCo's Activities and nothing in this clause 2.13 of this Schedule 18 (*Requirements of Third Party Agreements*) imposes obligations on OpCo in relation to the works forming part of the SCAW Contract.
- (c) Where a Defence Licence provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.13(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (d) Where a Defence Licence provides for the Principal to provide a document, notice or information to Defence, OpCo:
 - (i) must not provide any such document, notice or information directly to Defence unless otherwise agreed with the Principal;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Defence within the time period required by the Defence Licence; and
 - (iii) not used.
- (da) Where the Defence Licence provides for Defence to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where Defence has provided the relevant document, notice, comments or information directly to OpCo.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Defence Licence;
 - (ii) ensure that no act or omission of OpCo or OpCo's Associate constitutes, causes or contributes to any breach by the Principal of its obligations to Defence under each Defence Licence or otherwise at law; and
 - (iii) otherwise act consistently with the terms of each Defence Licence.
- (f) Whenever, pursuant to the terms of the Defence Licence, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Defence under any clause of a Defence Licence then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clauses 44.2 and 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Defence Licence in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (fa) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.13(f) or 2.13(i) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of Defence, or a breach of a Defence Licence by Defence or the Principal (not caused or contributed to by OpCo).
- (g) OpCo acknowledges that to the extent that the Defence Licence contains a provision pursuant to which Defence is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Defence Licence were set out fully in this deed.

- (h) Nothing in the Defence Licences or this Schedule 18 (*Requirements of Third Party Agreements*) limit the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify the Principal from and against any claim by Defence against the Principal or any liability of the Principal to Defence arising out of or in any way in connection with a Defence Licence to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed, including clauses 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (j) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of Defence or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the applicable Defence Licence by, or a negligent act or omission of, Defence; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the applicable Defence Licence,
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 (*Payment provisions*) of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.13(j)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of Defence or its employees, agents, contractors or officers in relation to the Defence Licence, except where such acts or omissions:
 - (I) constitute a breach of the applicable Defence Licence by, or a negligent act or omission of, Defence; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the applicable Defence Licence,
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the applicable Defence Licence.

Defence Licences

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
3.1	Grant	All
3.3(a) of the "Licence Deed – Ongoing Project Access" only	Term	If the Defence Licence expires under this clause prior to the completion of OpCo's Activities in the Ongoing Land, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent such expiry impacts OpCo's Activities.
3.3(b)	Term	All
3.4(b)	Holding Over	All
3.5	Licence Fee	All
3.7(a) and (b) of the "Licence Deed – Ongoing Project Access" only	Surrender and Termination	All
3.8	Partial Surrender	All
4.1(d)	General obligations	<p>All and regardless of whether OpCo agrees the Counter Party Works Details, if OpCo requires access to the Licensed Area for the purpose of performing OpCo's Activities:</p> <p>(a) the Principal will secure access to the Licensed Land for the further period requested by OpCo; and</p> <p>(b) if the Principal fails to secure the access referred to in paragraph (a) or secures access on terms which are different from those in the RID Access Licences, and such failure or different terms (as applicable) impact on OpCo's Activities, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.</p>
4.1(e)(iv)	General obligations	The Principal is responsible for obtaining the Approvals (as defined in the applicable Defence Licence) only to the extent listed in Exhibit 4(<i>Planning Approvals</i>) to this deed.

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
6.1 6.4 6.5(c) of the "Licence Deed – Interim Project Access" only	End of the Licence Make good damage Environmental	All
6.1(c) 6.4 6.5(c) of the "Licence Deed – Ongoing Project Access" only	End of the Licence Make good damage Environmental	All, except that OpCo will be required to rectify or reinstate any damage or disturbance to the Ongoing Land which has arisen out of OpCo's Activities (excluding any damage or disturbance that was the unavoidable consequence of the construction of the Works).
6.5	Environmental	The Principal's obligations under this clause are limited to the extent they relate to Works other than the SSTOM Works or Temporary Works.
7.2	Insurance	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 45.1 of the Operative Provisions and, without limiting OpCo's obligations in relation to such insurances, providing evidence of such insurances to Defence in accordance with this clause.
7.3	Sydney Metro's indemnity	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: <ul style="list-style-type: none"> (a) any: <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works; (b) any fraudulent, reckless, unlawful, negligent or malicious act or omission of OpCo or its Associates; or

Clause	Title	Extent of Principal's responsibility for clause specified (as applicable)
		(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.
7.6(b)	Sydney Metro's warranties	All
8.2(a), (b) and (c)	Sublicensing	All, except that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause.
9 14.2	Breach Termination	<p>If Defence terminates either of the Defence Licences under clause 9, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply if and to the extent that such termination impacts on OpCo's Activities.</p> <p>The Principal may take into account the extent to which the termination by Defence arises out of or in connection with a:</p> <p>(a) breach by OpCo of its obligations under the relevant Defence Licence; or</p> <p>(b) wrongful act or omission of OpCo or its Associates,</p> <p>and any entitlements under the Modification may be reduced proportionately.</p>
11	Notices and other communications	All
13.1(a)	Costs	All
13.2	Duty	All
14.2	Termination	The Principal retains the right to terminate the Defence Licence by agreement with Defence.

2.14 Endeavour Energy Connection Agreement (Connection Establishment)

(a) OpCo:

- (i) acknowledges that the Principal has or will enter into an agreement with the Endeavour Network Operator Partnership trading as Endeavour Energy (**Endeavour Energy**) on the terms of the "Negotiated Connection Contract (Connection Establishment)" (**Electricity Connection Agreement (Connection Establishment)**);
- (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.14(d)(i) of this Schedule 18 (*Requirements of Third Party*

Agreements), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Electricity Connection Agreement (Connection Establishment) as if it were named as the Principal in the Electricity Connection Agreement (Connection Establishment) so as to ensure that the Principal is able to fully meet those obligations under the Electricity Connection Agreement (Connection Establishment) or otherwise at law except to the extent that the table below:

- (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
- (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
- (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.14(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
- (iv) may not exercise any of the Principal's discretions or rights under the Electricity Connection Agreement (Connection Establishment) unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (aa) OpCo's obligations under this Schedule 18 in respect of the Electricity Connection Agreement (Connection Establishment) extend only to the extent relevant to the SSTOM Works, Temporary Works or, but for this Schedule 18, the performance of OpCo's Activities.
- (ab) The parties acknowledge that as at 14 December 2022, the Electricity Connection Agreement (Connection Establishment) has not been executed. The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that:
 - (v) the Electricity Connection Agreement (Connection Establishment) has not been executed by the Principal and Endeavour Energy by 17 February 2023;
 - (vi) the failure to execute is not due to:
 - (A) any fraudulent or negligent act or omission of OpCo or its Associates; or
 - (B) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (*Requirements of Third Party Agreements*)) by OpCo; and
 - (vii) the lack of an executed Electricity Connection Agreement (Connection Establishment) has delayed, or will delay OpCo in achieving Completion.
- (b) Where the Electricity Connection Agreement (Connection Establishment) provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.14(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (c) Where the Electricity Connection Agreement (Connection Establishment) provides for the Principal to provide a document, notice or information to Endeavour Energy or any other entity (other than a contractor, sub-contractor, sub-sub-contractor and so on right down the contracting chain (including all suppliers, tradespersons and consultants) of OpCo), OpCo:
 - (i) must not provide any such document, notice or information directly to Endeavour Energy; and

- (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Endeavour Energy within the time period required by the Electricity Connection Agreement (Connection Establishment); and
 - (iii) [not used].
- (da) Where the Electricity Connection Agreement (Connection Establishment) provides for Endeavour Energy to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where Endeavour Energy has provided the relevant document, notice, comments or information directly to OpCo.
- (d) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Electricity Connection Agreement (Connection Establishment);
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to Endeavour Energy under the Electricity Connection Agreement (Connection Establishment) or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Electricity Connection Agreement (Connection Establishment).
- (e) Whenever, pursuant to the terms of the Electricity Connection Agreement (Connection Establishment), the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Endeavour Energy under any clause of the Electricity Connection Agreement (Connection Establishment) then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Electricity Connection Agreement (Connection Establishment) in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (ea) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.14(e) or 2.14(h) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of Endeavour Energy or a breach of the Electricity Connection Agreement (Connection Establishment) by Endeavour Energy or the Principal (not caused or contributed to by OpCo).
- (f) OpCo acknowledges that to the extent that the Electricity Connection Agreement (Connection Establishment) contains a provision pursuant to which Endeavour Energy is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Electricity Connection Agreement (Connection Establishment) were set out fully in this deed.
- (g) Nothing in the Electricity Connection Agreement (Connection Establishment) or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (h) OpCo must indemnify the Principal from and against any claim by Endeavour Energy against the Principal or any liability of the Principal to Endeavour Energy arising out of or in any way in connection with the Electricity Connection Agreement (Connection Establishment) to the extent that the liability or claim is caused by, or arises out of, or in

any way in connection with, a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates::

- (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (i) Subject to clause 10.28 of the Operative Provisions, OpCo:
- (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of Endeavour Energy or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the Electricity Connection Agreement (Connection Establishment) by, or a negligent act or omission of, Endeavour Energy; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Electricity Connection Agreement (Connection Establishment),

which was not caused or contributed to by OpCo; and

 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.14(i)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of Endeavour Energy or its employees, agents, contractors or officers in relation to the Electricity Connection Agreement (Connection Establishment), except where such acts or omissions:
 - (I) constitute a breach of the Electricity Connection Agreement (Connection Establishment) by, or a negligent act or omission of, Endeavour Energy; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Electricity Connection Agreement (Connection Establishment),

which was not caused or contributed to by OpCo.
- (j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Electricity Connection Agreement (Connection Establishment).
- (k) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to Endeavour Energy (as applicable) under clauses:
- (i) 8.5;
 - (ii) 10.1.4;
 - (iii) 11.1;
 - (iv) 11.2;
 - (v) 22.1;

- (vi) 22.2;
- (vii) 22.4; and
- (viii) 23,

of the Electricity Connection Agreement (Connection Establishment) without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Electricity Connection Agreement (Connection Establishment)

Clause	Title	Extent of the Principal's responsibility for the clause specified
3.2.3	Supply of electricity from Endeavour's Distribution System	If the Electricity Connection Agreement (Supply Services) is not executed by the date of energisation and the Deemed AER Approved Standard Connection Contract for Large Customers applies to the Supply Services instead, the Deemed AER Approved Standard Connection Contract for Large Customers will be treated as if it is an amended version of the Electricity Connection Agreement (Supply Services) for the purpose of clause 10.28(f) of the Operative Provisions.
4.3	Authorisations	The Principal is responsible for obtaining the Authorisations under this clause only to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
4.4	Transfer of control or ownership of the Customer Installation	All
6.2.1	Issue and validity of Design Brief	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that the Design Brief issued by Endeavour Energy under clause 6.2.1:</p> <ul style="list-style-type: none"> (a) is inconsistent in a material way from the Baseline Design; and (b) such inconsistency adversely affects OpCo's Activities. <p>In this row, Baseline Design means the following Hyundai Electric drawings:</p> <ol style="list-style-type: none"> 1. Drawing No 22413001 Rev 01 (Single Line Diagram) dated 23 August 2022; 2. Drawing No 22413400 Rev R02 (GIS Layout and Section) dated 24 August 2022; 3. Drawing No 22413401 Rev R02 (GIS Foundation) dated 24 August 2022; 4. Drawing No 22413402 Rev R03 (Gas Scheme Diagram) dated 24 August 2022; 5. Drawing No 22413403 Rev R02 (Cable Head Box) dated 22 August 2022; 6. Drawing No 22413404 Rev R01 (Legend for GIS Arrangement) dated 22 August 2022; 7. Drawing No 22413405 Rev R02 (Platform Layout) dated 24 August 2022;

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>8. Drawing No 22413406 Rev R02 (Site Test Layout) dated 24 August 2022.</p> <p>The Baseline Design is contained in Exhibit 6E (<i>Endeavour Energy Baseline Design</i>).</p>
6.2.2	Issue and validity of Design Brief	<p>All, except to the extent such costs are incurred due to:</p> <p>(a) any fraudulent or negligent act or omission of OpCo or its Associates; or</p> <p>(b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p> <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
7.2.2	Preparation and approval of Draft Design	<p>All, except to the extent such costs are incurred due to:</p> <p>(a) any fraudulent or negligent act or omission of OpCo or its Associates; or</p> <p>(b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p> <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p> <p>Where the Principal is responsible for paying Endeavour Energy an amount under clause 7.2.2 and this Schedule 18, the Principal must make the relevant payment to Endeavour Energy in sufficient time so as to avoid any delay to OpCo's Delivery Program.</p>
7.2.3	Preparation and approval of Draft Design	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that:</p> <p>(a) Endeavour Energy extends the design review period in clause 7.2.3 beyond 20 Business Days;</p> <p>(b) such extension is not due to:</p> <p>(i) any fraudulent or negligent act or omission of OpCo or its Associates; or</p> <p>(ii) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo; and</p> <p>(c) such extension has delayed, or will delay OpCo in achieving Completion.</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
7.5	Commencement of Consumer Mains Installation Works	<p>All, except that:</p> <p>(a) OpCo must ensure that the Consumer Mains Installation Works do not commence unless:</p> <p>(i) Endeavour Energy has provided an Approval Notice in respect of the Draft Design; and</p> <p>(ii) the Principal has provided to Endeavour Energy the documents described in clauses 7.5.1 and 7.5.2; and.</p> <p>(b) OpCo must provide reasonable assistance, information and advice that the Principal requires to enable the Principal to issue a Letter of Intent and a Project Commencement Notification.</p> <p>The Principal must provide the documents described in clauses 7.5.1 and 7.5.2 to Endeavour Energy promptly after receipt of any relevant inputs from OpCo (if input is required from OpCo) and a written request by OpCo to issue those documents.</p>
8.1	Meetings	<p>All, except that OpCo must provide any information and advice and, on invitation, attend such meeting as the Principal requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
8.3.3(b)(ii)	Preparation of a Consumer Mains Installation Works Program	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that:</p> <p>(a) OpCo submits a Consumer Mains Installation Works Program in accordance with the requirements of clause 8.3 of the Electricity Connection Agreement (Connection Establishment) which is consistent with the Delivery Program;</p> <p>(b) Endeavour Energy:</p> <p>(i) does not agree to OpCo's proposed Customer Works Scheduled Dates and gives notice to the Principal under clause 8.3.3(b)(ii) to that effect; and</p> <p>(ii) requires OpCo to submit an amended Consumer Mains Installation Works Program specifying one or more different Customer Works Scheduled Dates to that proposed by OpCo (Endeavour's proposed Customer Works Scheduled Dates) and does not act reasonably in doing so;</p> <p>(c) Endeavour's proposed Customer Works Scheduled Dates will require the relevant Customer's Connection Works to commence or be completed within time periods that are materially different to the time periods that would apply if Endeavour had agreed to OpCo's proposed Customer Works Scheduled</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>Dates and doing so will adversely affect OpCo's Activities; and</p> <p>(d) Endeavour's requirement to submit amended Customer Works Scheduled Dates for the Consumer Mains Installation Works Program is not due to:</p> <ul style="list-style-type: none"> (i) any fraudulent or negligent act or omission of OpCo or its Associates; or (ii) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo. <p>In this row, Customer Works Scheduled Dates means each of the following:</p> <ul style="list-style-type: none"> (a) Scheduled Consumer Mains Installation Works Commencement Date; (b) Scheduled Customer Switchboard Works Completion Date; (c) Scheduled Consumer Mains Installation Works Completion Date; and (d) Scheduled Other Installation Works Completion Date.
8.6.2, 8.6.3 and 8.6.4	Commissioning and Testing of Consumer Mains Installation Works	<p>All, except OpCo may request that the Principal (acting reasonably) request an extension to the Scheduled Consumer Mains Installation Works Completion Date.</p> <p>OpCo bears all risk and responsibility associated with an extension to the Scheduled Consumer Mains Installation Works Completion Date, including for the costs referred to in clause 8.6.3 and 8.6.4, to the extent the event causing or requiring the extension of time:</p> <ul style="list-style-type: none"> (a) occurred or arose as a result of a wrongful act or omission of OpCo or OpCo Contractors; or (b) was within the reasonable control of OpCo or an OpCo Contractor.
9.1.2, 9.1.3 and 9.1.4	Scheduled Other Installation Works Completion Date	<p>Only the Principal may request an extension to the Scheduled Other Installation Works Completion Date. OpCo may request that the Principal (acting reasonably) request an extension to the Scheduled Other Installation Works Completion Date.</p> <p>OpCo bears all risk and responsibility associated with an extension to the Scheduled Other Installation Works Completion Date, including for the costs referred to in clause 9.1.3 and 9.1.4, to the extent the event causing or requiring the extension of time:</p> <ul style="list-style-type: none"> (a) occurred or arose as a result of a wrongful act or omission of OpCo or OpCo Contractors; or (b) was within the reasonable control of OpCo or an OpCo Contractor.
10.1.4	Endeavour Provided Works Program	<p>All, except that OpCo must provide any information and advice the Principal reasonably requires to enable</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		the Principal to fulfil its obligations and exercise its rights under this clause.
10.2	Construction and commissioning	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that:</p> <ul style="list-style-type: none"> (a) Endeavour Energy fails to complete and energise two Connection Points by the Date for Completion; (b) such failure is not due to: <ul style="list-style-type: none"> (i) any fraudulent or negligent act or omission of OpCo or its Associates; or (ii) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo; and (c) such failure has delayed, or will delay OpCo in achieving Completion. <p>The Principal is not required to issue a Modification Impact Request to the extent that the Compensation Event in paragraph (aa) of the definition of Compensation Event applies.</p>
10.3	Charges for Endeavour Chargeable Connection Works	<p>All, except to the extent such costs are incurred due to:</p> <ul style="list-style-type: none"> (a) any fraudulent or negligent act or omission of OpCo or its Associates; or (b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo. <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
11.1, 11.2	Parties to agree on an Operating Protocol	<p>All, except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p> <p>Only the Principal may agree to, or agree to any amendment to, the Operating Protocol. If requested by the Principal, OpCo must sign the Operating Protocol.</p>
12.1.1(d)	Permission to Connect	<p>The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that:</p> <ul style="list-style-type: none"> (a) an Operating Protocol has not been agreed or determined by the time: <ul style="list-style-type: none"> (i) OpCo has completed the Consumer Mains Installation Works and the Other Installation Works; and

Clause	Title	Extent of the Principal's responsibility for the clause specified
		<p>(ii) Endeavour Energy has provided the Endeavour Provided Works Completion Notice;</p> <p>(b) such failure is not due to:</p> <p>(i) any fraudulent or negligent act or omission of OpCo or its Associates; or</p> <p>(ii) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo; and</p> <p>(c) such failure has delayed, or will delay OpCo in achieving Completion.</p>
14.1.1, 14.1.2	Energisation following completion of works	<p>All, except OpCo must provide any information, advice and assistance the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause (including by providing the following to the Principal):</p> <p>(a) the Permission to Connect; and</p> <p>(b) Compliance Certificate for the Customer Switchboard Works,</p> <p>and, if requested by the Principal, procuring that the Metering Coordinator provides Endeavour Energy with a NOMW.</p>
15.2	Payment of Ancillary Network Services Charges	<p>All, except to the extent such costs are incurred due to:</p> <p>(a) any fraudulent or negligent act or omission of OpCo or its Associates; or</p> <p>(b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p> <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
16	Intellectual Property Rights	<p>The Principal retains the obligation in this clause to the extent it requires the grant of a licence in respect of Intellectual Property Rights which are assigned to the Principal by OpCo under Schedule 32 (<i>Intellectual Property</i>).</p>
17.2.5	Inspection of works and correction of Defects	<p>The Principal retains the obligation to correct Defects to the extent that the Defect is solely as a result of damage caused to the Offsite Installation Works and such damage does not occur:</p> <p>(a) as a result of or in connection with OpCo's Activities or an act or omission of OpCo or its Associates; or</p> <p>(b) while OpCo has care and control of the Offsite Installation Works.</p> <p>For the purposes of this row, Offsite Installation Works means the Consumer Mains Installation Works or the Other Installation Works in each case to the extent not located on the Sydney Metro Site.</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		The Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply to the extent that OpCo is required to undertake any items of work notified by Endeavour Energy under clause 17.2.4(b), other than to the extent those items of work are required to meet the requirements of the Endeavour Certified Design or otherwise required to comply with the conditions of the Electricity Connection Agreement (Connection Establishment).
18.1 – 18.6	Charges, invoicing and payment	<p>All, except to the extent such costs are incurred due to:</p> <p>(a) any fraudulent or negligent act or omission of OpCo or its Associates; or</p> <p>(b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.</p> <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
18.7	Security	All
19	Representatives of the parties	All
20	Insurance	All
21.4	Termination for extended Force Majeure Event	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.
21.4	Termination for extended Force Majeure Event	If Endeavour Energy terminates the Electricity Connection Agreement (Connection Establishment) under any of clauses 21.4, 22.4 or 24.4.3, the Principal will issue a Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.
22.4	Termination	
24.4.3	Change of Control Notice	<p>The Principal may take into account the extent to which:</p> <p>(a) a termination of the Electricity Connection Agreement (Connection Establishment) by Endeavour Energy under clause 22.4.1(a) arises out of or in connection with a:</p> <p>(i) breach by OpCo of its obligations under the Electricity Connection Agreement (Connection Establishment); or</p> <p>(ii) wrongful act or omission of OpCo or its Associates; or</p> <p>(b) OpCo is entitled to relief in respect of such termination under clause 29 of the Operative Provisions,</p> <p>and any entitlements under the Modification may be reduced proportionately.</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
22	Default and termination	<p>All, except that:</p> <p>(a) OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause;</p> <p>(b) if required by the Principal, OpCo must comply with the Settled Corrective Action Plan.</p>
23	Dispute resolution	<p>Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) and, on invitation, attend such meeting as the Principal requires in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
24.1, 24.3 – 24.5	Assignment and Change of Control	All
24.2	Subcontracting and agency	<p>All, except OpCo must:</p> <p>(a) provide the Principal with prior written notice of the sub-contracting arrangements in respect of the Consumer Mains Installation Works; and</p> <p>(b) carry out, and procure that its OpCo Contractors carry out, the relevant obligation in accordance with the terms of the Electricity Connection Agreement (Connection Establishment) and procures (where required by the provisions of the Electricity Connection Agreement (Connection Establishment)) that an ASP or appropriately licensed electrical contractor (as applicable) is appointed to carry out the work to the extent required by this contract or Law.</p> <p>OpCo acknowledges and agrees that the Principal may, in its absolute discretion, appoint OpCo as its agent or delegate to exercise its rights under the Electricity Connection Agreement (Connection Establishment) in accordance with clause 24.2.1.</p>
26.2	Indemnity by Customer	<p>OpCo's liability under this indemnity is limited to liability which arises out of or in connection with:</p> <p>(a) any:</p> <p>(i) illness, personal injury to, or death of, any person; or</p> <p>(ii) loss of, loss of use of or access to (whether total or partial) or destruction or damage to any real or personal property (other than the SSTOM Works (prior to the Date of Completion)),</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works;
		(b) any fraudulent or negligent act or omission of OpCo or its Associates; or
		(c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.
27.4	Publicity	All
28.2	Change of address details	All, except that the Principal may nominate OpCo or a representative of OpCo to receive notices at OpCo's address in respect of any or all matters on behalf of the Principal.
29	General	All
Schedule 4 – Policies		
1	Customer Policies	All
Schedule 5 – Security		
All		

2.15 Electricity Connection Agreement (Supply Services)

(a) OpCo:

- (i) acknowledges that the Principal has or will enter into an agreement with Endeavour Network Operator Partnership trading as Endeavour Energy (**Endeavour Energy**) on the terms of the "Negotiated Connection Contract (Supply Services)" (**Electricity Connection Agreement (Supply Services)**);
- (ii) must, in performing OpCo's Activities:
 - (A) unless otherwise directed by the Principal's Representative in accordance with clause 2.15(d)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Electricity Connection Agreement (Supply Services) as if it were named as the Principal in the Electricity Connection Agreement (Supply Services) so as to ensure that the Principal is able to fully meet those obligations under the Electricity Connection Agreement (Supply Services) or otherwise at law except to the extent that the table below:
 - (I) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (II) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this Schedule 18 (*Requirements of Third Party Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.15(a)(ii)(A) of this Schedule 18 (*Requirements of Third Party Agreements*);
- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
- (iv) may not exercise any of the Principal's discretions or rights under the Electricity Connection Agreement (Supply Services) unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

- (aa) OpCo's obligations under this Schedule 18 in respect of the Electricity Connection Agreement (Supply Services) extend only to the extent relevant to the SSTOM Works, Temporary Works or, but for this Schedule 18, the performance of OpCo's Activities.
- (b) Where the Electricity Connection Agreement (Supply Services) provides that the Principal must ensure that OpCo will do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2.15(a)(ii) of this Schedule 18 (*Requirements of Third Party Agreements*) as if it was stated to be an obligation of OpCo.
- (c) Where the Electricity Connection Agreement (Supply Services) provides for the Principal to provide a document, notice or information to Endeavour Energy or any other entity, OpCo:
 - (i) must not provide any such document, notice or information directly to Endeavour Energy; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Endeavour Energy within the time period required by the Electricity Connection Agreement (Supply Services); and
 - (iii) [not used].
- (da) Where the Electricity Connection Agreement (Supply Services) provides for Endeavour Energy to provide a document, notice, comments or information to the Principal which the Principal considers (acting reasonably) is required for the performance of OpCo's Activities, the Principal must, provide such document, notice, comments or information to OpCo within a reasonable time of receipt, except that such requirement will not apply where Endeavour Energy has provided the relevant document, notice, comments or information directly to OpCo.
- (d) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Electricity Connection Agreement (Supply Services);
 - (ii) ensure that no act or omission of OpCo or an OpCo Associate constitutes, causes or contributes to any breach by the Principal of its obligations to Endeavour Energy under the Electricity Connection Agreement (Supply Services) or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Electricity Connection Agreement (Supply Services).
- (e) Whenever, pursuant to the terms of the Electricity Connection Agreement (Supply Services), the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Endeavour Energy under any clause of the Electricity Connection Agreement (Supply Services) then, subject to what is provided in this Schedule 18 (*Requirements of Third Party Agreements*) and the other terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Electricity Connection Agreement (Supply Services) in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (ea) The obligation or liability of OpCo under a release or indemnity given pursuant to clause 2.15(e) or 2.15(h) will be reduced proportionally to the extent that the obligation or liability is caused or contributed to by a negligent act or omission of Endeavour Energy or a breach of the Electricity Connection Agreement (Supply Services) by Endeavour Energy or the Principal (not caused or contributed to by OpCo)

- (f) OpCo acknowledges that to the extent that the Electricity Connection Agreement (Supply Services) contains a provision pursuant to which Endeavour Energy is stated to make no representation as to a state of affairs, OpCo agrees that the Principal similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Electricity Connection Agreement (Supply Services) were set out fully in this deed.
- (g) Nothing in the Electricity Connection Agreement (Supply Services) or this Schedule 18 (*Requirements of Third Party Agreements*) limits the Principal's rights or OpCo's obligations in relation to First Passenger Service, Completion, Final Completion or the rectification of Defects under this deed.
- (h) OpCo must indemnify the Principal from and against any claim by Endeavour Energy against the Principal or any liability of the Principal to Endeavour Energy arising out of or in any way in connection with the Electricity Connection Agreement (Supply Services) to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with, a breach of this deed by, or any fraudulent or negligent act or omission of, OpCo or its Associates:
 - (i) subject to the terms of this deed including clause 44.2 and clause 44.3 of the Operative Provisions; and
 - (ii) except to the extent it is limited in this deed.
- (i) Subject to clause 10.28 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - (A) OpCo complying with the obligations under this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (B) any acts or omissions of Endeavour Energy or its employees, agents, contractors or officers, except where such acts or omissions:
 - (I) constitute a breach of the Electricity Connection Agreement (Supply Services) by, or a negligent act or omission of, Endeavour Energy; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Electricity Connection Agreement (Supply Services),

which was not caused or contributed to by OpCo; and

- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 28 of the Operative Provisions) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2.15(i)(i) of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (B) any acts or omissions of Endeavour Energy or its employees, agents, contractors or officers in relation to the Electricity Connection Agreement (Supply Services), except where such acts or omissions:
 - (I) constitute a breach of the Electricity Connection Agreement (Supply Services) by, or a negligent act or omission of, Endeavour Energy; or
 - (II) arise as a consequence of a breach by the Principal of its obligations under:
 - (1) a Project Agreement; or
 - (2) the Electricity Connection Agreement (Supply Services),

which was not caused or contributed to by OpCo.

- (j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Electricity Connection Agreement (Supply Services).
- (k) Notwithstanding clause 4 of the Annexure to Schedule 4 of the Electricity Connection Agreement (Supply Services), OpCo agrees to notify the Principal and Endeavour Energy if it elects to operate Sydney Metro – Western Sydney Airport from a single connection point.
- (l) The Principal agrees that it will not give its agreement or consent, confirm satisfaction or make a request of or a comment to Endeavour Energy (as applicable) under clauses:
- (i) 9.1;
 - (ii) 9.2;
 - (iii) 9.4;
 - (iv) Schedule 3 - 4.6.1 (in so far as it relates to establishing or entering into the Operating Protocol);
 - (v) Schedule 3 - 7.2.1; and
 - (vi) Schedule 3 - 7.3,
- of the Electricity Connection Agreement (Supply Services) without first consulting with OpCo, to the extent that the agreement, consent, satisfaction, request or comment is relevant to OpCo's Activities. For the avoidance of doubt, OpCo agrees that its participation in any forum, group or meeting will constitute sufficient consultation.

Electricity Connection Agreement (Supply Services)

Clause	Title	Extent of the Principal's responsibility for the clause specified
4.2	Transfer of control or ownership of the Site	All
6.1-6.5	Charges, invoicing and payment	<p>All, except to the extent such costs are incurred due to:</p> <ul style="list-style-type: none"> (a) any fraudulent or negligent act or omission of OpCo or its Associates; or (b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo. <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
6.6	Security	All
7	Representatives of the parties	All
8.4	Termination for extended Force Majeure Event	All
9	Default and termination	<p>All, except that:</p> <ul style="list-style-type: none"> (a) OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause; (b) if required by the Principal, OpCo must comply with the Settled Corrective Action Plan.
8.4	Termination for extended Force Majeure Event	If Endeavour Energy terminates the Electricity Connection Agreement (Supply Services) under either of clauses 8.4, 9.4 or 11.4.3, the Principal will issue a

Clause	Title	Extent of the Principal's responsibility for the clause specified
9.4	Termination	Modification Impact Request under clause 33.1(a) of the Operative Provisions and clause 33.2 of the Operative Provisions will apply.
11.4.3	Change of Control Notice	<p>The Principal may take into account the extent to which:</p> <p>(a) a termination of the Electricity Connection Agreement (Supply Services) by Endeavour Energy under clause 9.4.1(a) arises out of or in connection with:</p> <p>(i) a breach by OpCo of its obligations under the Electricity Connection Agreement (Supply Services);</p> <p>(ii) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo; or</p> <p>(iii) a wrongful act or omission of OpCo or its Associates; or</p> <p>(b) OpCo is entitled to relief in respect of such termination under clause 30 of the Operative Provisions,</p> <p>and any entitlements under the Modification may be reduced proportionately.</p>
10	Dispute resolution	<p>Without limiting clause 3 of this Schedule 18 (<i>Requirements of Third Party Agreements</i>), the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) and, on invitation, attend such meeting as the Principal requires in connection with a dispute under this clause.</p> <p>The Principal must keep OpCo informed of the progress and resolution of such disputes.</p>
11.1, 11.3 – 11.5	Assignment and Change of Control	All
11.2	Subcontracting and agency	<p>All, except OpCo must:</p> <p>(a) provide the Principal with prior written notice of the sub-contracting arrangements in respect of the Electricity Connection Agreement (Supply Services); and</p> <p>(b) carry out, and procure that its OpCo Contractors carry out, the relevant obligation in accordance with the terms of the Electricity Connection Agreement (Supply Services) and procures (where required by the provisions of the Electricity Connection Agreement (Supply Services)) that an Accredited Service Provider or appropriately licensed electrical contractor (as applicable) is appointed to carry out the work to the extent required by the Electricity Connection Agreement (Supply Services) or Law.</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		OpCo acknowledges and agrees that the Principal may, in its absolute discretion, appoint OpCo as its agent or delegate to exercise its rights under the Electricity Connection Agreement (Supply Services) in accordance with clause 11.2.1.
12.1.3	Warranties	The Principal is responsible for obtaining the Authorisations under this clause only to the extent listed in Exhibit 4 (<i>Planning Approvals</i>) to this deed.
13.1	Indemnity	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: <ul style="list-style-type: none"> (a) any: <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) loss of, loss of use of or access to (whether total or partial) or destruction or damage to any real or personal property (other than the SSTOM Works (prior to the Date of Completion), caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works; (b) any fraudulent or negligent act or omission of OpCo or its Associates; or (c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.
13.8	Customer Insurance Requirement	All, except to the extent that OpCo's insurances under clause 45.3 of the Operative Provisions meet the requirements of this clause.
14.4	Publicity	All
15.2	Change of address details	All, except that the Principal may nominate OpCo or a representative of OpCo to receive notices at OpCo's address in respect of any or all matters on behalf of the Principal.
16	General	All
Schedule 3 – Supply Services Terms and Conditions		
4.1	Full Information	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.
4.2.1 – 4.2.3	Updating Information	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.
4.2.4	Updating Information	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.
4.3.1 (a) – (c) & (e)	Conditions for provision of the Supply Services	All, except that OpCo must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.

Clause	Title	Extent of the Principal's responsibility for the clause specified
4.6.1	High voltage operation and maintenance protocol	Only the Principal may agree to, or agree to any amendment to, any Site-specific Condition and any Operating Protocol.
4.6.2	High voltage requirements - transfer of control or ownership	All
4.8	Life support equipment	All, except that OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.
4.9.2, 4.9.3	Micro Embedded Generators	All. In addition, OpCo must not connect a Micro Embedded Generator to Endeavour's Distribution System without the consent of the Principal.
4.10	Additional terms for Embedded Generators	All. In addition, OpCo must not connect an embedded generator to Endeavour's Distribution System without the consent of the Principal.
9.1	Network Service Charge	<p>All, except to the extent such costs are incurred due to:</p> <ul style="list-style-type: none"> (a) any fraudulent or negligent act or omission of OpCo or its Associates; or (b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo. <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
9.2	Other Charges	<p>All, except to the extent such costs are incurred due to:</p> <ul style="list-style-type: none"> (a) any fraudulent or negligent act or omission of OpCo or its Associates; or (b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo. <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
9.3	Taxes	<p>All, except to the extent such government taxes are incurred due to:</p> <ul style="list-style-type: none"> (a) any fraudulent or negligent act or omission of OpCo or its Associates; or (b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (Requirements of Third Party Agreements)) by OpCo. <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
		fulfil its obligations and exercise its rights under this clause.
10.1	Disconnection following termination of contract	All
10.5	Costs of disconnection	All, except to the extent Endeavour becomes entitled to disconnect due to: (a) any fraudulent or negligent act or omission of OpCo or its Associates; or (b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.
11.2	Access to information	All, except to the extent OpCo reasonably requires to enable OpCo to fulfil its obligations and exercise its rights under this deed. OpCo must reimburse the Principal for any fees incurred by the Principal under this clause in connection with any information request by OpCo.

Schedule 3 – Annexure 2 – Embedded Network Arrangements

2	Embedded Network Arrangements	<p>To the extent the embedded network arises in connection with OpCo purchasing electricity from an electricity retailer authorised under the National Energy Retail Law as contemplated in clause 10.25(a)(ii) of the Operative Provisions.</p> <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
3	Consents and Acknowledgements for EN Customer Connection Points	<p>To the extent the embedded network arises in connection with OpCo purchasing electricity from an electricity retailer authorised under the National Energy Retail Law as contemplated in clause 10.25(a)(ii).</p> <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>

Clause	Title	Extent of the Principal's responsibility for the clause specified
4.2, 4.3	Responsibility for Embedded Network - indemnity	OpCo's liability under this indemnity is limited to liability which arises out of or in connection with: <ul style="list-style-type: none"> (a) any: <ul style="list-style-type: none"> (i) illness, personal injury to, or death of, any person; or (ii) loss of, loss of use of or access to (whether total or partial) or destruction or damage to any real or personal property (other than the SSTOM Works (prior to the Date of Completion)), caused by, arising out of, or in any way in connection with, OpCo's Activities, the SSTOM Works or the Temporary Works; (b) any fraudulent or negligent act or omission of OpCo or its Associates; or (c) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo.
5	Payment of Endeavours Costs	To the extent the costs relate to an embedded network that arises in connection with OpCo purchasing electricity from an electricity retailer authorised under the National Energy Retail Law as contemplated in clause 10.25(a)(ii).

Schedule 4 – Network Service Charge

Schedule 4 and Annexure to Schedule 4	Network Service Charge	<p>All, except to the extent such costs arise due to:</p> <ul style="list-style-type: none"> (a) any fraudulent or negligent act or omission of OpCo or its Associates; or (b) any breach of this deed (including any failure to comply with the requirements of this Schedule 18 (<i>Requirements of Third Party Agreements</i>)) by OpCo. <p>OpCo must provide any information and advice the Principal reasonably requires to enable the Principal to fulfil its obligations and exercise its rights under this clause.</p>
---------------------------------------	------------------------	--

Schedule 5 – Security

All

3. Common Disputes

- (a) In this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*):

Common Dispute means a dispute described in clause 3(b) of this Schedule 18 (*Requirements of Third Party Agreements*).

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

- (b) A Dispute under this deed may be concerned with matters that also arise in respect of the respective rights and obligations of the Principal and a Third Party to one of the Third Party Agreements referred to in this Schedule 18 (*Requirements of Third Party Agreements*) including where:

- (i) the Principal is in breach of a provision of this deed to the extent such a breach is caused by a Third Party under its respective Third Party Agreement;
 - (ii) the Principal is entitled to obtain remedies or benefits under a Third Party Agreement which are similar to remedies or benefits claimed by OpCo in a Claim by OpCo under this deed;
 - (iii) OpCo has rights against the Principal under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and the Principal has similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
 - (iv) OpCo has a Claim against the Principal and the Principal has a Claim against a Third Party based on the same or similar events or circumstances and the Principal is entitled to obtain remedies or benefits under a Third Party Agreement which are similar to remedies or benefits claimed by OpCo in a Claim by OpCo under this deed.
- (c) In the event that the Principal notifies OpCo there is a Common Dispute, the Principal may, in its absolute discretion:
- (i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*); and
 - (ii) notify OpCo in writing of its decision within 20 Business Days of the Common Dispute arising,
- in which case clauses 3(d) to 3(k) of this Schedule 18 (*Requirements of Third Party Agreements*) will then apply in respect of that Common Dispute.
- (d) In the event that the Principal notifies OpCo that a Common Dispute will be resolved in accordance with this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*), then:
- (i) clauses 63.3 to 63.8 of the Operative Provisions will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and
 - (ii) OpCo acknowledges and agrees that the purpose of this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*) is:
 - (A) to provide OpCo with comparable remedies and entitlements in respect of Common Disputes, and to limit OpCo's rights against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Third Party Agreements; and
 - (B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against a Third Party under, arising out of, or in any way in connection with the relevant Third Party Agreement.
- (e) In respect of all Common Disputes:
- (i) OpCo's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to OpCo, will only arise at the time the relevant Common Dispute is resolved or determined;
 - (ii) if any compensation is payable by the Principal to OpCo under this deed in respect of a Common Dispute, OpCo will have the same entitlement to recover compensation under this deed as the Principal has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
 - (iii) any rights OpCo has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Third Party Agreement; and
 - (iv) the Principal will pass through to OpCo the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under

the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:

- (A) to the extent that this is referable to OpCo, including any liability, Claim or loss of OpCo; and
 - (B) determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.
- (f) The Principal agrees to:
- (i) request of the relevant Third Party that OpCo be permitted to directly make representations in respect of the Common Dispute;
 - (ii) if it is unable to obtain the Third Party's consent as contemplated under clause 3(f)(i) of this Schedule 18 (*Requirements of Third Party Agreements*), make on behalf of OpCo whatever representations in respect of the Common Dispute that OpCo reasonably requests; and
 - (iii) provide:
 - (A) regular updates to OpCo; and
 - (B) whatever information and documents OpCo reasonably requests, as to the progress of the Common Dispute.
 - (iv) pursue such entitlements as may be reasonably claimable in relation to the Common Dispute with the Third Party (including by passing to the relevant Third Party submissions prepared by OpCo to the extent that the Principal, acting reasonably, considers that it is appropriate to do so);
- (g) The Principal's liability to OpCo in respect of the subject matter of a Common Dispute:
- (i) is satisfied by payment to OpCo in accordance with this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*); or
 - (ii) if the Third Party is not liable to the Principal, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:
 - (A) the Principal has complied with its obligations under this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*) with respect to recovery of the Principal's and OpCo's entitlements from the Third Party; and
 - (B) all appeals from such determination have been exhausted.
- (h) OpCo agrees:
- (i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the Common Dispute;
 - (ii) that where a Third Party Agreement contemplates:
 - (A) alternative dispute resolution (including arbitration and expert determination):
 - (I) a like process will apply to the Common Dispute between the parties; and
 - (II) OpCo consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
 - (B) litigation, OpCo consents to the Common Dispute being consolidated with (or heard together with) that litigation; and
 - (iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects OpCo's rights and obligations under this deed.

- (i) OpCo's entitlement to a remedy in respect of a Common Dispute will not be reduced to the extent to which the Principal's entitlements under a Third Party Agreement are reduced or extinguished due to the Principal's breach or failure to comply with the Third Party Agreement or other act or omission by the Principal (in either case to the extent not caused by OpCo) or to the extent that the Principal elects to settle or otherwise compromise the Common Dispute without OpCo's prior consent (such consent not to be unreasonably withheld or delayed).
 - (j) To the extent OpCo has recovered compensation in respect of a Common Dispute under another provision of this deed, then OpCo is not entitled to the same compensation under this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*).
 - (k) Any payment to which OpCo is entitled under this clause 3 of this Schedule 18 (*Requirements of Third Party Agreements*) in respect of a Common Dispute shall be paid by the Principal to OpCo within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.
 - (l) For the avoidance of doubt and despite any provision in clause 3 of this Schedule 18 to the contrary, the parties acknowledge and agree that this clause 3 is not intended to reduce or limit OpCo's entitlement to any relief under clause 29 (*Compensation Events*) and clause 30 (*Relief Events*) of the deed.
- 





