



Transport
Roads & Maritime
Services

EXECUTION VERSION

WestConnex M4 Project Deed Schedules

PART A
GENERAL

SCHEDULE 1

Not Used

SCHEDULE 2

Not Used

SCHEDULE 3

Commercially Sensitive Information

(Clause 30)

Commercially Sensitive Information is limited to:

1. The Equity Return.
2. The Base Case Financial Model, the Model Outputs Schedule, the amount of the Equity Contributions, the amount of the Qualifying Adverse Effect and the terms and level of bonding under this deed.
3. The base case traffic and revenue forecasts.
4. The monetary thresholds in clause 25.2(c).
5. The margins and rates under the M4 West D&C Deed and M4 East D&C Deed (including the D&C Margins and foreign exchange rates), the terms, amounts payable to the Contractors (including provisional sums, termination payments, and other discretionary amounts), level of bonding, rates and liability caps (including any liquidated damages cap or general cap) under the M4 West D&C Deed and the M4 East D&C Deed and the total amount payable to the Contractors pursuant to the M4 West D&C Deed and M4 East D&C Deed.
6. The personnel and salaries of the Contractors.
7. Schedule 45 (D&C Payment Schedule) of the M4 East D&C Deed.
8. The fees, margins and rates payable to the Operator under the O&M Deed (including the O&M Margin).
9. All costs associated with running the back-of-house arrangements, including tolling, casual users and clearing house.
10. The terms and level of bonding under the O&M Deed.
11. The personnel and salaries of the Operator.
12. The fees, margins and rates payable to the Tolling Equipment Works Contractor under the Tolling Equipment Works Deed.
13. The terms and level of bonding under the Tolling Equipment Works Contract.
14. The personnel and salaries of the Tolling Equipment Works Contractor.
15. The fees, margins and rates payable to the Tolling Contractor (Back Office) under the Tolling Contract (Back Office).
16. The terms and level of bonding under the Tolling Contract (Back Office).
17. The personnel and salaries of the Tolling Contractor (Back Office).
18. The structure, commercial terms, pricing, amounts, margin and fees payable pursuant to the Equity Documents, any voting requirements and restrictions, any condition precedent to any funding, and restrictions and all information relating to or arising otherwise from or in connection with the rights, powers or remedies of the parties in connection with any default, potential event of default or any rights to remedy a default under any Equity Document.

19. Information identified as Commercially Sensitive Information in Schedule 3 of the M4 East D&C Deed.

SCHEDULE 4

Dispute Resolution Procedure

(Clause 32)

1. DISPUTES

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

2. NOTICE OF DISPUTE

Where a Dispute arises, either party may serve a notice in writing on the other party specifying:

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

(Notice of Dispute).

3. NEGOTIATION

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

4. REFERRAL TO EXPERT DETERMINATION

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

5. EXPERT DETERMINATION

- (a) The parties agree that any dispute which is referred to expert determination will be determined in accordance with this clause and the Institute of Arbitrators and Mediators Australia (**IAMA**) Expert Determination Rules (2010 Edition), as modified by Appendix A to this Schedule 4.

- (b) The expert's determination:
 - (i) will be final and binding, unless a party serves a notice of dissatisfaction on the other party within 7 days of the expert's determination; and
 - (ii) must be complied with unless and until it is overturned, reversed, varied or otherwise changed by an arbitral award.

6. REFERRAL TO ARBITRATION AFTER EXPERT DETERMINATION

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

7. ARBITRATION

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

8. EXCLUSION OF PROPORTIONATE LIABILITY FROM DETERMINATION OR AWARD

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

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

9. URGENT RELIEF

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

10. **LIMITATION PERIODS**

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

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

11. **SURVIVE TERMINATION**

This Dispute Resolution Procedure will survive termination of this deed.

12. **SEVERANCE**

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

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

13. **CONTINUATION OF CONTRACTUAL OBLIGATIONS**

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

14. **ROLE OF SECURITY TRUSTEE**

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

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

Appendix A – Modification to the IAMA Expert Determination Rules

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

1. **RULE 1 Definitions**

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

Relevant Proportionate Liability Legislation means:

- (a) Part 4 of the *Civil Liability Act 2002* (NSW);
- (b) Part IVAA of the *Wrongs Act 1958* (Vic);
- (c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (QLD);
- (d) Part 1F of the *Civil Liability Act 2002* (WA);
- (e) the *Proportionate Liability Act 2005* (NT);
- (f) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
- (g) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (h) Part 9A of the *Civil Liability Act 2002* (TAS); and
- (i) any Regulations enacted pursuant to the Acts listed in paragraphs (a) to (h) above.

Relevant Security of Payment Legislation means:

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

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

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

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

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

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

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

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

3. RULE 9 Conduct of the Process

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

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

4. RULE 10 The Expert's Determination

Replace sub-Rule 3. with the following:

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

- (a) may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;
- (b) must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;
- (c) may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and
- (d) to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

5. RULE 12 Waiver of Right to Object

Delete Rule 12 in its entirety.

6. RULE 14 Extension of Limitation Period

Delete Rule 14 in its entirety.

Appendix B - Modification of the ACICA Arbitration Rules

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

1. RULE 17 General Provisions

Delete sub-Rule 17.1 and replace it as follows:

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

2. RULE 31 Waiver of Rules

Delete Rule 31 in its entirety.

SCHEDULE 5

Moral Rights Consent

(Clause 29.4)

MORAL RIGHTS CONSENT

THIS DEED POLL is made on the _____ day of _____.

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

IN FAVOUR OF

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

and

WestConnex Delivery Authority (ABN 33 855 314 176) of 101 Miller Street, North Sydney, NSW 2060 (**WDA**)

and

WCX M4 Pty Limited (ABN 92 602 963 806) of 101 Miller Street, North Sydney, NSW 2060 (the **Project Company**)

(together, the **Beneficiaries**)

WHEREAS:

- (A) RMS proposes to contract out the design, construction, commissioning and operation of the Motorway (the **Project**).
- (B) The Project Company and RMS have entered into the deed dated [insert date] in relation to the carrying out of the Project (**Project Deed**).
- (C) WDA is a statutory corporation constituted as a public subsidiary corporation of RMS formed for the purpose of delivering the WestConnex programme of works.
- (D) The Project Company has engaged [insert Contractor's details] (**Construction Contractor**) under the deed dated [insert date] (**D&C Deed**) to carry out the Contractor's Activities (as defined in the D&C Deed) for which the Project Company is responsible under the Project Deed.
- (E) The Author may create or have created one or more literary works, artistic works or other copyright material (whether created before or after the date of this Moral Rights Consent) for the purposes of or otherwise for use in connection with the Project (**Copyright Material**).

THE AUTHOR COVENANTS as follows:

The Author in consideration of the [insert relevant subcontractor] (on behalf of the Beneficiaries) paying the Author one dollar (\$1) (receipt of which is hereby acknowledged):

1. agrees, to the extent permitted by law, not to sue, enforce any claim, bring any action or exercise any remedy in respect of any, or any alleged, breach, infringement or other

wrongdoing, howsoever or whatsoever occurring, including without limitation for the breach or alleged breach of any of the Author's "moral rights" under the *Copyright Act 1968* (Cth) (as amended), (whether before or after the date of this Moral Rights Consent) by:

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

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

2. without limiting section 1 above, consents to any of the Beneficiaries and Associated Persons:
 - (a) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
 - (b) falsely attributing authorship of any of the Copyright Material;
 - (c) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
 - (i) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
 - (ii) is prejudicial to the honour or reputation of the Author; and
3. without limiting sections 1 or 2, consents to any of the Beneficiaries and Associated Persons:
 - (a) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;
 - (b) altering any of the Copyright Material by adding to, removing elements from, or rearranging elements of, the Copyright Material, including without limitation by combining elements of any of the Copyright Material with any other material; and
 - (c) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.
4. Beneficiaries
 - 4.1 The Project Company may at any time give notice to the Author that another entity is to become an additional Beneficiary under this Deed. The Project Company may give multiple notices under this clause. The Author agrees that on and from the date of the Project Company's notice, the entity identified by the Project Company will be a Beneficiary under this Deed.
 - 4.2 If for any reason a Beneficiary is unable to enforce against the Author its promises under this Deed, the Author agrees that the Project Company may do so on behalf of any and all Beneficiaries.

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

In this Deed Poll:

EXECUTED as a deed poll.

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

Signature of party

Signature of witness

Name

Name

Address of witness

SCHEDULE 6

Not Used

SCHEDULE 7

Not Used

SCHEDULE 8

Not Used

SCHEDULE 9

Not Used

SCHEDULE 10

M4 East Contractor's Side Deed

(Clause 1.1)

THIS DEED is made on 2015

BETWEEN:

- (1) **Roads and Maritime Services** ABN 76 236 371 088 (**RMS**)
- (2) **WCX M4 Pty Limited** ABN 92 602 963 806 (the **Project Company**)
- (3) **The Leighton Samsung John Holland Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667), Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470, and John Holland Pty Ltd (ABN11 004 282 268) (the **Contractor**)
- (4) **CIMIC Group Limited** ABN 57 004 482 982 (**CIMIC**) and **China Communications Construction Company Limited** (Business License Number 1000 000 000 40563) (**CCCCL**) (collectively, the **D&C Guarantors**)
- (5) APP Corporation Pty Ltd ABN 29 003 764 770 (the **D&C Independent Certifier**)

RECITALS:

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

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

Project Deed definitions

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

1.1 Definitions

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

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

Assumption Notice means the notice referred to in clause 4.1.

D&C Deed means the contract titled "WestConnex M4 East Design and Construction Deed" dated on or about the date of this deed between Project Company and the Contractor.

D&C Documents has the meaning given in the D&C Deed.

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

D&C Guarantees means the deed of guarantee executed on or about the date of the D&C Deed between CIMIC Group Limited ABN 57 004 482 982 and the Project Company (**CIMIC D&C Guarantee**) and the deed of guarantee executed on or about the date of the D&C Deed between China Communications Construction Company Limited (Business Licence Number 1000 000 000 40563) and the Project Company (**CCCCL D&C Guarantee**).

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

Default Event means:

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

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

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

Effective Date means the date of the Assumption Notice.

Financiers Tripartite Deed means any deed entered into between RMS, the Financiers and other relevant parties after the date of this deed, in connection with the Project.

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

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

O&M Contract means any contract between the Project Company and another entity governing the operation or maintenance (or both) of the M4 East Motorway.

O&M Contractor means any contractor appointed to carry out the operation or maintenance (or both) of the M4 East motorway under an O&M Contract.

Project Deed means the deed entitled WestConnex M4 Project Deed dated on or about the date of this deed between RMS and Project Company.

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

1.2 Interpretation

In this deed:

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

and unless the context indicates a contrary intention:

- (b) person includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors, and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) includes in any form is not a word of limitation;
- (e) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (f) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (i) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (j) if a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) "day" means calendar day;
- (l) a reference to a court or tribunal is to an Australian court or tribunal;
- (m) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

- (n) a reference to a "month" is a reference to a calendar month;
- (o) a reference to "\$" or "dollar" is to Australian currency; and
- (p) any reference to "information" will be read as including information, representations, statements, data, samples, bore logs, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.3 **Contra proferentem**

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

1.4 **Business Day**

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

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

1.5 **Ambiguous terms**

- (a) If RMS considers, or if a party notifies RMS in writing that it considers, that there is an omission, ambiguity, discrepancy, inadequacy or inconsistency in, or between, the documents comprising this deed (including in any schedules, annexures or exhibits), RMS must direct the interpretation of this deed which the other parties must follow.
- (b) RMS, in giving a direction in accordance with clause 1.5(a) is not required to determine whether or not there is an omission, ambiguity, discrepancy, inadequacy or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which RMS gives in accordance with clause 1.5(a):
 - (i) will not relieve any party from or alter its liabilities or obligations under this deed or otherwise according to Law;
 - (ii) will not entitle any party to make (nor will it make the RMS liable upon) any Claim arising out of or in any way in connection with the direction;
 - (iii) will not limit or otherwise affect RMS's rights against any party, whether under this deed or otherwise according to Law; and
 - (iv) must, in respect of a notice given by a party under clause 1.5(a), be given within [20 Business Days] of receipt of that notice.

1.6 **Severability**

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

- (a) that will not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

- (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this deed; and
- (b) the provision will be construed in a manner which:
 - (i) avoids the provision being void, illegal, invalid or unenforceable; and
 - (ii) subject to clause 1.6(b)(i), preserves to the maximum possible extent:
 - (A) the enforceability of the provision and the provisions of this deed; and
 - (B) the original effect and intent of this deed.

2. **SECURITIES**

2.1 **Contractor acknowledgements and consents**

The Contractor:

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

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

Each D&C Guarantor:

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

3. RMS'S RIGHT TO CURE DEFAULT EVENT

3.1 RMS's cure rights

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

3.2 Restriction on right to terminate or suspend

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

- (a) the Contractor has given to RMS prior notice (**Default Event Notice**) setting out details of the Default Event giving rise to the right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under the D&C Deed, together with the statements referred to in clause 3.3;
- (b) if the Contractor's right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under, the D&C Deed is subject to any right of a Debt Financier to cure or remedy the Default Event under [the D&C Financier Side Deed], the cure or remedy period available to the Debt Financiers in respect of the Default Event under [the D&C Financier Side Deed] has expired without a cure or remedy being achieved;
- (c) the Contractor has given notice to RMS (**RMS Cure Notice**) confirming that, either:
 - (i) the requirements of clause 3.2(b) are satisfied; or
 - (ii) the Contractor's right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under, the D&C Contract is not subject to any right of the Debt Financiers to cure or remedy the Default Event under the D&C Financier Side Deed; and
- (d) one of the following occurs:
 - (i) if the Default Event is capable of cure or remedy within 15 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor):
 - (A) RMS has not given the Contractor written notice within 5 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor) after the date on which the RMS Cure Notice is given to RMS that RMS will cure or remedy the Default Event;

- (B) that Default Event has not been cured or remedied within 5 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor) after the date on which the RMS Cure Notice is given to RMS; or
 - (C) RMS has given the Contractor a written notice in accordance with clause 3.2(d)(i)(A), but has failed to cure or remedy the Default Event within 15 Business Days after the date on which the RMS Cure Notice is given to RMS;
- (ii) if the Default Event is not one described in clause 3.2(d)(i) but is nevertheless capable of cure or remedy, RMS has not within 15 Business Days after the date on which the RMS Cure Notice is given to RMS notified the Contractor that RMS has elected to make arrangements to cure or remedy the Default Event. If notified, the Contractor agrees:
- (A) to use its best endeavours to reach an agreement with RMS in respect of the arrangements to cure or remedy the Default Event; and
 - (B) not to exercise any of its rights in relation to the Default Event, including any right to terminate the D&C Deed, for so long as RMS is diligently pursuing a cure or remediation for the Default Event;
- (iii) if the Default Event is not capable of cure or remedy and the Default Event Notice contains a claim for reasonable compensation for the Default Event, the Project Company or RMS (or another person on behalf of either of them) have not paid or otherwise provided that compensation within 15 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor) after the date on which RMS Cure Notice is given to RMS;
- (iv) if the Default Event is not capable of cure or remedy and the Default Event Notice does not contain a claim for reasonable compensation for the Default Event, RMS does not commence and continue to perform the Project Company's obligations under the D&C Deed within 15 Business Days (or such longer period as is permitted under the D&C Deed or agreed to by the Contractor) after the date on which RMS Cure Notice is given to RMS; or
- (v) RMS notifies the Contractor in writing after receipt of the RMS Cure Notice that it elects not to cure or remedy, or procure the cure or remedy of, the Default Event; or
- (e) where the Default Event is a failure to pay money as contemplated in clause 21.19 of the D&C Deed;
- (i) 20 Business Days have elapsed since the issuing of a Default Event Notice in relation to that Default Event; and
 - (ii) the Default Event has not been cured.

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

3.3 Statements concerning Default Event

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

- (a) where the Default Event is a monetary default, the amount which must be paid to the Contractor to remedy the Default Event; and

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

3.4 Warranty of accuracy

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

3.5 Disputes as to statements

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

- (a) RMS must pay the amount not in dispute;
- (b) upon resolution of the dispute in accordance with this deed, the parties must make payments as determined; and
- (c) during the period of dispute resolution, all parties must continue to perform their obligations under this deed and the Project Documents.

3.6 Verification

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

3.7 No liability

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

3.8 The Project Company to compensate RMS

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

3.9 **No limitation on other rights**

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

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

4.1 **Option**

If RMS terminates the Project Deed during the period commencing on the date of this deed and ending on the date which is six years after Completion of M4 East, then RMS may exercise its rights under this clause 4 by giving a notice (Assumption Notice) to the Contractor, the D&C Guarantor and the D&C Independent Certifier.

4.2 **Novation of D&C Deed**

With effect from the Effective Date:

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

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

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

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

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

4.4 **Release by Contractor**

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

4.5 **Release by the Project Company**

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

4.6 **Novation of D&C Guarantees**

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

- (a) RMS, the Project Company and the D&C Guarantor novate each D&C Guarantee so that RMS (or, if applicable, the Approved Nominee) will be named as beneficiary to the new deed of guarantee on the same terms as the D&C Guarantees;
- (b) RMS, the Project Company and CCCCL novate the CCCCL D&C Guarantee so that RMS (or, if applicable, the Approved Nominee) will be named as beneficiary to the new deed of guarantee on the same terms as the CCCCL D&C Guarantee.
- (c) any reference in the D&C Guarantees to the Project Company shall be read as a reference to RMS (or, if applicable, the Approved Nominee); and
- (d) each D&C Guarantor will guarantee for the benefit of RMS (or, if applicable, the Approved Nominee) all of the obligations of the Contractor in accordance with the D&C Guarantee.

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

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

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

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

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

4.8 **Novation of Interface Deed**

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

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

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

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

Nothing in this deed releases:

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

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

4.10 **Amendments to D&C Deed**

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

- (v) the dispute had been appropriately referred to the Dispute Avoidance Board.

4.11 **Approved Nominee**

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

4.12 **Unconditional undertakings**

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

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

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

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

- (a) any Moral Rights Consent in favour of the Project Company; and
- (b) the Financiers Tripartite Deed.

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

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

6. **RESTRICTION ON DEALINGS**

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

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

7. **ACKNOWLEDGEMENT BY THE PROJECT COMPANY**

The Project Company consents to the terms of this deed and will co-operate in the implementation of this deed.

8. **GST**

- (a) Notwithstanding any other provision of this deed, any amount payable for a supply made under this deed which is calculated by reference to a cost, expense or other amount paid or incurred by a party will be reduced by an amount equal to any input tax credits which that party is entitled to in respect of that cost, expense or other amount.
- (b) Subject to clause 8(e), if GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:
 - (i) any amount payable or consideration to be provided under any other provision of this deed for that supply (**Agreed Amount**) is exclusive of GST;
 - (ii) an additional amount will be payable by the party providing consideration for that supply (the **Recipient**), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and
 - (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this deed.
- (c) Subject to clause 8(e), if for any reason, the GST payable by the Supplier in respect of a supply it makes under this deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under clause 8(b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). Where an adjustment event occurs in relation to a supply, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.
- (d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Arbitrators and Mediators Australia for expert determination, which will be final and binding on all parties (absent manifest error). The expert will act as an expert and not as an arbitrator and will take into account the terms of this deed, the matters required to be taken into account by the Supplier under this clause and any other matter considered by the expert to be relevant to the determination. The parties must release the expert from any liability in acting as an expert, except in the case of fraud on the part of the expert. However, this clause 8(d) shall not apply to any supply dealt with under clause 8(e).

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

9. NOTICES

9.1 How to give a notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address;
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full; or
 - (iii) subject to clause 9.1(d), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address; and
- (d) in the case of Notices which have been sent in accordance with clause 9.1(c)(iii) under clauses 3.1, 3.2, 3.3, 4.1, 4.10, 4.11 and 8, in addition to the Notice sent pursuant to clause 9.1(c)(iii), a copy of the Notice must also be printed and delivered or posted to the person's address or sent to the person's facsimile number in accordance with clauses 9.1(c)(i) or 9.1(c)(ii).

9.2 Effectiveness of notices

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

9.3 When a notice is given

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

- (a) if it is delivered or sent by fax:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
- (b) if it is sent by mail:
 - (i) within Australia – 2 Business Days after posting; or
 - (ii) to or from a place outside Australia – 5 Business Days after posting;
- (c) subject to clause 9.3(d), if it is sent by email:
 - (i) by 5:00pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; or
 - (ii) after 5:00pm (local time in the place of receipt) on a Business Day, or a day that is not a Business Day – on the Business Day following the date on which it is sent equivalent to the date shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient]; and

- (d) where clause 9.1(c)(iii) applies, the relevant Notice will be taken to have been received on the later of:
- (i) the date determined in accordance with clause 9.3(c); and
 - (ii) the date determined in accordance with clause 9.3(a) or 9.3(b) (as the case may be).

9.4 **Address for notices**

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

RMS

Address: 101 Miller Street North Sydney NSW 2060

Email address: [REDACTED]

Attention: General Manager Motorway Projects

Fax number: 02 8588 4171

Project Company

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

Email address: [REDACTED]

Attention: [REDACTED]

Fax number: (02) 8588 4181

Contractor

Address: Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067

Email address: [REDACTED]

Attention: [REDACTED]

Fax number: (02) 9414 3500

D&C Guarantor – CIMIC

Address: 472 Pacific Highway, St Leonards NSW 2065

Email address: [REDACTED]

Attention: [REDACTED] Fax number: (02) 9925 6000

D&C Guarantor – CCCCL

Address: 85 Deshengmenwai Street, Xicheng District, Beijing, China

Email address: [REDACTED]

Attention: [REDACTED]

Fax number: +86 (10) 82016263

D&C Independent Certifier

Address: APP Corporation Pty Limited, Level 7, 116 Miller Street, North Sydney
NSW 2060

Email address: [REDACTED]

Attention: [REDACTED]

Fax number: [insert]

9.5 Communications by email

With respect to communications sent by email:

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

10. GENERAL

10.1 Governing law and jurisdiction

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

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

10.2 **Cost**

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

10.3 **Entire agreement**

To the extent permitted by Law, this deed:

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

10.4 **Counterparts**

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

10.5 **Joint and several liability**

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

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

Nothing in this deed will be construed or interpreted as:

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

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

10.7 **Waiver**

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

will operate as a waiver of:

- (iii) another breach of that term or of a breach of any other term of this deed; or
- (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

10.8 **Further acts and documents**

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

10.9 **Provisions limiting or excluding liability**

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

10.10 **Consents**

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

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

10.11 **Limitation on Liability**

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

- (a) will not exceed the liability which the Contractor would have had under the D&C Deed if the counterparties to this deed and any person to whom the D&C Deed is novated or

assigned, had been named in the D&C Deed, jointly and severally, as the Project Company; and

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

Executed as a deed.

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

Signature of delegate

Signature of witness

Name

Name

EXECUTED by **WCX M4 Pty Limited** under section 127(1) of the Corporations Act 2001 (Cth):

Signature of director

Signature of director/secretary

Name

Name

Executed under Power of Attorney dated 28 May 2015 for **Leighton Contractors Pty Ltd** (ABN 98 000 893 667) (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name

Executed under Power of Attorney number
2015-3958 dated 26 May 2015 for **Samsung C&T Corporation**
(ABN 49 160 079 470) by:

Attorney

Witness

Print Name

Print Name

Executed under Power of Attorney dated 29 May 2015
for **John Holland Pty Ltd** (ABN 11 004 282
268) (and the Attorney declares that it has not received any notice of the revocation of the Power of
Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name

Signed sealed and delivered for and on behalf of
CIMIC Group Limited (ABN 57 004 482 982) by
its Attorneys under a Power of Attorney dated **28 April 2015**
(and the Attorneys declare that the Attorneys have not
received any notice of the revocation of such Power of
Attorney) in the presence of:

Signature of Attorney

Signature of Attorney

Name of Attorney

Name of Attorney

Signature of witness

Signature of witness

Name of witness in full

Name of witness in full

SIGNED for and on behalf of **CHINA COMMUNICATIONS CONSTRUCTION COMPANY LIMITED** by its attorney [redacted] under a power of attorney dated 9th April 2015 and the attorney declares that the attorney has not received any notice of the revocation of such power of attorney in the presence of:

Signature of witness

Signature of attorney

Name of witness

EXECUTED by **APP Corporation Pty Ltd** (ABN 29 003 764 770) under section 127(1) of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director/secretary

Name

Name

SCHEDULE 11

Not Used

SCHEDULE 12

Independent Certifier Deed

(Clause 12.3)

WESTCONNEX M4 EAST PROJECT INDEPENDENT CERTIFIER DEED

THIS DEED is made on [year]

BETWEEN:

- (1) **Roads and Maritime Services** ABN 76 236 371 088 (**RMS**);
- (2) **WCX M4 Pty Limited** (ABN 92 602 963 806) of 101 Miller Street, North Sydney, NSW 2060 (the **Project Company**); and
- (3) **APP Corporation Pty Ltd** (ABN 29 003 764 770) of 116 Miller St, North Sydney, NSW 2060 (the **Independent Certifier**).

RECITALS:

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

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

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

Commercially Sensitive Information means:

- (a) any information relating to any financing arrangement under any Equity Document;
- (b) any information relating to the Project Company's or the Independent Certifier's cost structure or profit margins;
- (c) any information relating to any of the Project Company's or the Independent Certifier's Intellectual Property Rights; or
- (d) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to the Project Company or the Independent Certifier or any of their shareholders, financiers or Subcontractors,

which, in respect of the information contained in this deed, is the information described in Schedule 5.

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

D&C Independent Certifier Deed means the deed titled "WestConnex M4 East D&C Independent Certifier Deed" between the D&C Independent Certifier, WCX M4 Pty Ltd and The Leighton Samsung John Holland Joint Venture being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667), Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) and John Holland Pty Ltd (ABN 11 004 282 268); dated on or about the date of this deed.

Deed Poll means the deed poll substantially in the form of Schedule 7 to this deed in favour of the beneficiaries from time to time.

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

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

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

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

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

Other Parties means RMS and the Project Company.

Payment Schedule means Schedule 2 to this deed.

Project Agreements means the Project Deed.

Project Deed means the deed so entitled entered into on 4 December 2014 between RMS and the Project Company and amended on or about the date of this deed by the Amending Deed (M4 East Project).

Project Deed Services means the Services listed in Part A of Schedule 1.

Services means:

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

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

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

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

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

Works means the Project Works and the Temporary Works.

1.2 Definitions in Project Deed

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

1.3 Interpretation

In this deed:

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

and unless the context indicates a contrary intention:

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

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

(d) **includes** in any form is not a word of limitation;

(e) a reference to any Authority, institute, association or body is:

(i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

(ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;

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

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

(i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and

(ii) any consolidations, amendments, re-enactments and replacements;

- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (i) a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) a reference to a court or tribunal is to an Australian court or tribunal;
- (m) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) a reference to a **month** is a reference to a calendar month; and
- (o) a reference to **\$** or **dollar** is to Australian currency.

1.4 **Contra proferentem**

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

1.5 **Business Day**

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

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

1.6 **Approvals and Consents**

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

1.7 **RMS as an Authority**

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

- (b) The parties agree that clause 1.7(a) is taken not to limit any liability which RMS would have had to the Project Company or the Independent Certifier under this deed, or any other Project Document to which RMS is a party, as a result of a breach by RMS of a term of this deed or any other Project Document to which RMS is a party but for clause 1.7(a).

1.8 **Ambiguous terms**

- (a) If RMS considers, or if any of the Independent Certifier or the Project Company notifies RMS's Representative in writing that it considers, that there is an omission, ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed (including in any Schedules), RMS's Representative must direct the interpretation of this deed which the parties must follow.
- (b) RMS's Representative, in giving a direction in accordance with clause 1.8(a), is not required to determine whether or not there is an omission, ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which RMS's Representative gives in accordance with clause 1.8(a):
 - (i) will not relieve the Independent Certifier or the Project Company from or alter its liabilities or obligations under this deed or otherwise according to Law;
 - (ii) will not entitle the Independent Certifier or the Project Company to make (nor will it make RMS liable upon) any Claim arising out of or in any way in connection with the direction;
 - (iii) will not limit or otherwise affect RMS's rights against any of the Independent Certifier or the Project Company, whether under this deed or otherwise according to Law; and
 - (iv) must, in respect of a notice given under clause 1.8(a) by the Independent Certifier or the Project Company, be given within 20 Business Days of receipt of that notice.

2. **APPOINTMENT OF THE INDEPENDENT CERTIFIER**

2.1 **Appointment**

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

2.2 **Payment**

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

2.3 **Nature of Services**

- (a) The Independent Certifier and the Other Parties acknowledge and agree that the Certification and Monitoring Plan is incidental to, and does not limit or otherwise affect, the Services or the Independent Certifier's obligations under this deed.

- (b) Where this deed contemplates an action, agreement, decision, direction or the like by the Other Parties, and the Other Parties cannot reach agreement in respect of such action, decision, direction or the like, then RMS must (acting reasonably) determine the appropriate action, agreement, decision, direction or the like.
- (c) In reaching decisions in relation to this deed which may affect the Project Company, RMS may take into account representations made by the Project Company.

2.4 **Deed Poll**

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

3. **INDEPENDENT CERTIFIER'S OBLIGATIONS**

3.1 **Acknowledgement**

The Independent Certifier acknowledges that:

- (a) it has received a copy of the execution version of each of the Project Agreements and the D&C Deed and that it has read, and is familiar with, the terms of the Project Agreements and the D&C Deed to the extent they relate to the Services;
- (b) its obligations under this deed extend to, and include, the obligations, functions, duties and services of the Independent Certifier referred to in the Project Agreements.

3.2 **General representations and warranties**

The Independent Certifier represents and warrants that:

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

3.3 **Further acknowledgements and warranties**

The Independent Certifier:

- (a) acknowledges that each of the Other Parties:

- (i) is relying upon the skill, expertise and experience of the Independent Certifier in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the Independent Certifier does not perform its obligations in accordance with the requirements of this deed;
- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise, experience and diligence which would be reasonably expected of a skilled professional providing services similar to the Services within the design and construction industries generally and the design and construction of major engineering works in particular;
- (c) warrants to the Other Parties that, at all times, it will act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Project Agreements and the D&C Deed (and where no time is prescribed, within a reasonable time) and will comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 3.3(a) and 3.3(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Independent Certifier under or pursuant to this deed or any Project Agreement or the D&C Deed;
- (e) without limiting its obligations under any provision of this deed, warrants to the Other Parties that:
- (i) it will carry out and perform the Services;
 - (ii) in performing the Services it will provide, as a minimum, the levels of surveillance and resources specified in Schedule 3; and
 - (iii) without limiting clauses 3.3(e)(i) and (ii), to the extent the Certification and Monitoring Plan is not inconsistent with:
 - (A) the Project Agreements and the D&C Deed;
 - (B) the nature of the Services; or
 - (C) without limiting clauses 3.3(e)(iii)(A) and (B), the requirements of clause 4,

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

- (i) the development of the Project Plans and the Design Documentation; and
- (ii) the Works,

to the extent necessary to enable the Independent Certifier to provide timely reviews and timely and relevant comments in accordance with this deed;

- (i) will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the Project Company) except where it is the unavoidable consequence of performing the Services;
- (j) will co-operate with the Other Parties and their Subcontractors and coordinate the Services with the Project Company's Activities and the Contractor's Activities under the D&C Deed; and
- (k) in undertaking the Services, will comply with all the safe working requirements of the Project Company and the Contractor.

3.4 Access and Project Office

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

3.5 Key Personnel

- (a) The Independent Certifier must provide experienced and skilled personnel to perform its obligations under this deed.
- (b) The Independent Certifier must ensure that the Key Personnel:
 - (i) perform the services required of their respective positions;
 - (ii) are not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from the Other Parties within [7] days of the request for removal), and if any of the people are removed:
 - (A) they must be replaced by people of at least equivalent skill, expertise and experience; and
 - (B) there must be, prior to their removal and replacement, a proper handover to ensure that the new personnel have a reasonable understanding of the Project Agreements, the D&C Deed and the Services; and

- (iii) are located in Sydney for the performance of the Services and are available for consultation as any party may reasonably require from time to time.
- (c) The Other Parties may jointly direct the Independent Certifier to remove from the performance of the Services any of the people referred to in Schedule 3 and the Independent Certifier must comply with any such direction.
- (d) The Independent Certifier must notify the Other Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 1 which the Independent Certifier is required to execute as part of the Services, and must ensure that these certificates and documents are signed by the person or persons so notified.

3.6 Subcontracting

- (a) Subject to clause 3.6(c) and with the exception of the Technical Specialists, the Independent Certifier may not subcontract or permit the subcontracting of the performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed).
- (b) The Independent Certifier remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the Independent Certifier.
- (c) Unless RMS otherwise approves in writing, the Independent Certifier must contract with the subcontractors set out in Schedule 5 for the performance of the relevant parts of the Services.

3.7 Quality Assurance

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

3.8 Certification and Monitoring Plan

- (a) The Independent Certifier must prepare and submit to the Other Parties within [25] Business Days of the date of this deed a Certification and Monitoring Plan which must:
 - (i) be based on the initial Certification and Monitoring Plan contained in Attachment A to Schedule 4;
 - (ii) meet or exceed the requirements of Schedule 3;
 - (iii) not reduce the effectiveness, methodology, scope, effect, resources or expertise contained in the initial Certification and Monitoring Plan; and

- (iv) comply with the requirements for the Certification and Monitoring Plan in Schedule 4.
- (b) The Other Parties may:
 - (i) review the Certification and Monitoring Plan submitted under clause 3.8(a); and
 - (ii) if the Certification and Monitoring Plan does not comply with this deed, or if the Other Parties believe that the Certification and Monitoring Plan does not provide the information required by Schedule 4, notify the Independent Certifier of the non-compliance.
- (c) If the Independent Certifier receives a notice under clause 3.8(b)(ii), the Independent Certifier must promptly submit an amended Certification and Monitoring Plan to the Other Parties, after which clause 3.8(b) will reapply.
- (d) If the Independent Certifier does not receive a notice under clause 3.8(b)(ii) within 15 Business Days after the submission of the relevant Certification and Monitoring Plan, the relevant Certification and Monitoring Plan submitted by the Independent Certifier will be the Certification and Monitoring Plan with which the Independent Certifier must comply (as it is updated under clause 3.9).

3.9 Revisions to Certification and Monitoring Plan

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

existing Certification and Monitoring Plan without the written approval of the Other Parties.

- (e) The Independent Certifier may not amend the Certification and Monitoring Plan other than in accordance with this clause 3.9.

3.10 **Other Parties not responsible**

The Other Parties:

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

3.11 **Progress Reports by the Independent Certifier**

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

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

3.12 **Audit and surveillance**

- (a) The Independent Certifier must:
 - (i) allow any audit of its quality assurance system under this deed by a third party, at the request of the Other Parties or any one of the Other Parties; and
 - (ii) fully co-operate with that third party in respect of the carrying out of the quality assurance audit.

- (b) Without limiting the foregoing, the Independent Certifier must, at all times:
 - (i) give to the third party access to premises occupied by the Independent Certifier where the Services are being undertaken; and
 - (ii) permit the third party to inspect applicable information relevant to the quality assurance audit.

3.13 **Access to records**

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

3.14 **Term**

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

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

4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

4.1 **Independent Certifier to be independent**

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

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

4.2 **Confidentiality**

The Independent Certifier must:

- (a) keep confidential details of this deed and all information and documents provided to, or by, the Independent Certifier relating to the Services, the Works, this deed, the Project Agreements, the D&C Deed or the Project and not provide, disclose or use the information or documents except:
 - (i) to disclose them to the Other Parties;
 - (ii) for the purposes of performing the Services;
 - (iii) where required by Law or to obtain legal advice on this deed; or

- (iv) with the prior written consent of the Other Parties; and
- (b) ensure that its subcontractors comply with the terms of clause 4.2(a).

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

4.3 **Exclusivity**

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

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

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

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

- (b) The Independent Certifier agrees that:
 - (i) having regard to the Project Agreements and the Services, clause 4.3 is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity requirements of the Project and to ensure the best value for money of the Project; and
 - (ii) damages may not be a sufficient remedy for a breach of clause 4.3 and each of the Other Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Independent Certifier, in addition to any other remedies available at Law or in equity.
- (c) The Other Parties consent to the Independent Certifier being appointed as the D&C Independent Certifier under the D&C Independent Certifier Deed (in respect of the Project) dated on or about the date of this deed.

4.4 **Relationship with the Other Parties**

- (a) The Independent Certifier is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of any Other Party.
- (b) Each party acknowledges and agrees that the Independent Certifier has no authority to:

- (i) give directions to any of the Other Parties or the Contractor other than as expressly set out in this deed or any of the Project Documents;
- (ii) waive or alter any terms of the Project Documents; or
- (iii) discharge or release a party from any of its obligations pursuant to the Project Documents.

5. NOTIFICATIONS

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

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

6. OBLIGATIONS OF THE OTHER PARTIES

6.1 No interference or influence

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

6.2 Co-operation

- (a) Without limiting or otherwise affecting any of the Project Company's obligations under this deed or the Project Agreements, the Project Company must:
 - (i) co-operate with and provide the Independent Certifier with all information and documents necessary or reasonably required by the Independent Certifier, or otherwise requested by the Independent Certifier or directed by RMS;
 - (ii) allow the Independent Certifier to attend all meetings and procure for the Independent Certifier access to such premises as may be reasonably necessary to enable the Independent Certifier to perform the Services or as requested by

the Independent Certifier or directed by RMS, including allowing access to the Construction Site and any Extra Land and all areas where the Works are being performed;

- (iii) ensure that Hold Points and Witness Points are included in the [Project Plans] as reasonably required by the Independent Certifier to enable the Independent Certifier to perform the Services; and
- (iv) coordinate the Project Company's Activities with the Services.

- (b) A copy of any written communication to the Independent Certifier must be provided by the sending party to each of the Other Parties within 2 Business Days of providing the same to the Independent Certifier.

6.3 **RMS to have no liability**

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

- (a) to any party to this deed by reason of RMS being a party to this deed; or
- (b) for the performance of any obligation of the Project Company or the Independent Certifier whether under or purportedly under this deed or under any Project Agreement or otherwise.

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

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

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

7.2 Meeting of Other Parties

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

8. LIABILITY, INSURANCE AND INDEMNITY

8.1 Limitation of liability

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

8.2 Exclusions

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

- (a) fraud or criminal conduct;
- (b) wilful default, meaning an act or failure to act by the Independent Certifier that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgment; or

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

8.3 Insurances

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

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

8.4 Notice of matter affecting insurance

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

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

8.5 Provision of information

The Independent Certifier must provide to the Other Parties:

- (a) certified copies of the insurance policies apart from the professional indemnity insurance and workers compensation insurance; and

- (b) certificates of currency, with respect to the insurances effected and maintained by the Independent Certifier for the purposes of this clause 8,

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

8.6 Periods for insurance

The Independent Certifier must maintain:

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

8.7 Obligations unaffected by insurance

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

8.8 Indemnity in relation to property/persons

Subject to clause 8.1, the Independent Certifier is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur to the extent caused by:

- (a) any damage to or loss of property; or
- (b) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of the act, error or omission of the Independent Certifier, its employees, agents or consultants.

The Independent Certifier's obligation to indemnify the Other Party under this deed shall be reduced proportionately to the extent that the Other Party has failed to mitigate its loss.

8.9 Indemnity in relation to breach

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

9. TERMINATION OF APPOINTMENT

9.1 Notice of termination

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

- (a) the Independent Certifier is in breach of this deed and the breach is not remediable in the reasonable opinion of the Other Parties;

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

9.2 Termination

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

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

9.3 Delivery of documents

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

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

9.4 Reasonable assistance

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

9.5 Payment until date of termination



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

9.6 Termination without payment

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

9.7 Survive termination

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

9.8 Rights upon termination

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

10. CONFIDENTIALITY AND PUBLICITY

10.1 General restriction

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

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

10.2 Exceptions

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

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

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

10.3 Disclosure by RMS

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

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

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

10.4 **Obligations preserved**

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

10.5 **Publicity**

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

11. **GST**

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

Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 11(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(e). If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note event within 7 days after the date of the adjustment event.

12. **NOTICES**

12.1 **How to give a notice**

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) subject to clause 12.1(d), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address; and
- (d) in the case of Notices which have been sent in accordance with clause 12.1(c)(ii) under clauses 5, 7.1, 8.4, 9.1 and 10.3(b)(ii) in addition to the Notice sent pursuant to clause 12.1(c)(ii), a copy of the Notice must also be printed and delivered or posted to the person's address in accordance with clause 12.1(c)(i).

12.2 **Effectiveness of notices**

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

12.3 **When a notice is given**

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

- (a) if it is sent by mail:
 - (i) within Australia – 2 Business Days after posting; or
 - (ii) to or from a place outside Australia – 5 Business Days after posting;
- (b) subject to clause 12.3(c), if it is sent by email:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or a day that is not a Business Day - on the Business Day following the date on which it is sent equivalent to the date shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; and

- (c) where clause 12.1(c)(ii) applies, the relevant Notice will be taken to have been received on the later of:
 - (i) the date determined in accordance with clause 12.3(b); and
 - (ii) the date determined in accordance with clause 12.3(a).

12.4 **Address for notices**

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

RMS

Address: 101 Miller Street, North Sydney NSW 2060

Email address: [REDACTED]

Attention: General Manager Motorway Projects

Project Company

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

Email address: [REDACTED]

Attention: [REDACTED]

Independent Certifier

Address: Level 7, 116 Miller Street, North Sydney NSW

Email address: [REDACTED]

Attention: [REDACTED]

12.5 **Communications by email**

With respect to communications sent by email:

- (a) only the letter in .pdf format attached to the email and, subject to clause 12.5(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 12. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 1.1(c)(ii) will only form part of a communication under this clause 12 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
 - (i) to ensure that their respective firewall and/or mail server (as applicable):
 - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received;
 - (B) does not trap any messages in the spam filter which:
 - (aa) in the case of notices sent by RMS to the Project Company or the Independent Certifier, have been sent from rms.nsw.gov.au;
 - (bb) in the case of notices sent by the Project Company to RMS or the Independent Certifier, have been sent from @westconnex.nsw.gov.au;

- (cc) in the case of notices sent by the Independent Certifier to RMS or the Project Company, have been sent from @app.com.au; and
- (C) automatically sends a receipt notification to the sender upon receipt of a message; and
- (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

13. GENERAL

13.1 Governing law

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

13.2 Jurisdiction

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

13.3 Cost

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

13.4 Waiver

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

will operate as a waiver of:

- (iii) another breach of that term or of a breach of any other term of this deed; or
- (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

13.5 Further acts and documents

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

13.6 Provisions limiting or excluding liability

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

13.7 Counterparts

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

13.8 Variation

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

13.9 Severability of provisions

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

13.10 Joint and several liability

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

13.11 Exclusion of proportionate liability scheme

To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and

any rights, obligations or liabilities of either party under this deed whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

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

13.12 **Assignment**

- (a) The Project Company and Independent Certifier must not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of each other party to this deed.
- (b) RMS may, in its absolute discretion and without consent from the Project Company or the Independent Certifier, assign, novate or otherwise transfer any of its rights or obligations under this deed to any assignee, novatee or other beneficiary of the Project Deed, where the assignment, novation or other transfer is in accordance with the terms of the Project Deed. The Independent Certifier and the Project Company must, if requested, execute a deed of novation in the form set out at Schedule 8.

13.13 **Entire Agreement**

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

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

13.14 **Indemnities**

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

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

13.15 **No representation or reliance**

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

13.16 **Moratorium Legislation**

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

SCHEDULE 1

Services

Part A

1. GENERAL

The Project Deed Services include:

- (a) the Independent Certifier preparing a monthly report of a maximum of 8 A4 pages (plus attachments, if necessary) setting out:
 - (i) the tasks undertaken by the Independent Certifier during that month;
 - (ii) the visits made by the Independent Certifier to the Project Site and elsewhere in connection with the Project during that month;
 - (iii) the documents reviewed by the Independent Certifier during that month and the current status of those documents;
 - (iv) the progress made by the Project Company in the development of the Design Documentation or the construction of the Works with reference to the current Overall D&C Program;
 - (v) tests attended by the Independent Certifier during that month and the results of those tests; and
 - (vi) any issues identified by the Independent Certifier,and submitting that report to each of the Other Parties no later than 5 Business Days after the end of the month to which the report relates;
- (b) The Independent Certifier carrying out the Project Deed Services referred to in clause 11 of the Project Deed and satisfying itself that the Design Documentation satisfies the requirements of the Project Deed and the SWTC, including by:
 - (i) attending meetings of the Project Company's design team and any other meetings at which design issues are discussed;
 - (ii) meeting with the Project Company and the Contractor; and
 - (iii) conducting audits of the Project Company's compliance with its Design Plan;
- (c) all the functions, obligations, duties and services which the Project Agreements contemplate will be discharged by the Independent Certifier including providing various certificates required under the Project Agreements;
- (d) all the functions, obligations, duties and services which the Project Agreements contemplate will be discharged by the Independent Certifier or which requires the Project Company to ensure will be performed by the Independent Certifier;
- (e) without limiting sections 1(a) to (c), all other things and tasks not described in this deed or the Project Agreements, if those things and tasks should have been reasonably anticipated by an experienced and competent professional provider of the Project Deed Services as being necessary for the performance of the Project Deed Services or that are otherwise capable of inference from this deed or the other Project Agreements;

- (f) from the Date of Completion until the end of the period two years following, ensuring that O&M Work is independently certified by performing the following activities once per year:
 - (i) review of the audit schedule and plan;
 - (ii) witnessing separate annual audits for operations and maintenance which typically are for 5 days duration;
 - (iii) reviewing audit reports; and
 - (iv) providing a report on audit results and certifying that the requirements for the O&M Work contained in the SWTC are being met; and
- (g) certification of the correction of any Defects and any non-conformance by the Project Company (including during the Defects Correction Period).

2. **INITIAL CERTIFICATION AND MONITORING PLAN**

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

SCHEDULE 2

Payment Schedule

3. PAYMENT CLAIM

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

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

4. PAYMENT AND NOTIFICATION OF DISPUTED AMOUNTS

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

5. THE FEE

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

M4 East IC Services	
M4 East IC Services	\$ █
Total Lump Sum for the M4 East IC Services	\$ █

6. **SCHEDULE OF RATES**

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
Project Management Design		
Independent Certifier's Representative	██████████	████
Independent Certifier's Project Director	██████████	████
Deputy Independent Certifier's Rep (Design)	██████████	████
Design Manager	██████████	████
Quality Management	██████████	████
Progress Monitoring Engineer	██████████	████
Cost/Payment Assessment Engineer	██████████	████
Safety Reviewer	██████████	████
Environment & Community Manager	██████████	████
Administration/Document Controller	██████████	████
Design Reviewers		
Tunnel Design		
Tunnel Reviewer	██████████	████
Support Systems	██████████ ██████████	████
Geotech and Ground Support		
Geology Reviewer	██████████	████
Hydrogeology Reviewer	██████████	████
Geotechnical Reviewer	██████████ ██████████	████
Roads and Civil		

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
Deputy Design Manager and Interface Manager	██████████	██████
Alignment and Road Safety Reviewer	██████████	██████
Pavements Reviewer	██████████	██████
Hydrology/Drainage Reviewer	██████████	██████
Lines and Signs Reviewer	██████████	██████
Street Lighting, Utilities and services	██████████	██████
Traffic Reviewer	██████████	██████
Mech/Elec/Hydraulics + Durability		
M&E Lead, Ventilation, Utilities, Services and Fire and Life Safety Reviewer	██████████	██████
Hydraulic Systems Reviewer	██████████	██████
Electrical Systems Reviewer	██████████	██████
Durability and Materials Reviewer	██████████	██████
Tunnel Systems		
OMCS, Scada, PLC, Tolling Reviewer	██████████	██████
ITS ,Voice,Data and Comms Network Reviewer	██████████	██████
Structures		
Lead Reviewer and Viaducts/Bridges /Cut and cover	██████████	██████
Temporary Works Reviewer	██████████	██████
Buildings Structures Reviewer	██████████	██████
Bridges and Misc Structures Reviewer	██████████	██████

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
Major Structures Assist Reviewer		
Urban Design & Buildings		
Built Architecture		
UD and Landscape Reviewer		
BCA / DDA Assessor		
Environmental		
Stormwater treatment Reviewer		
Ground water treatment Reviewer		
Planning Compliance Reviewer		
Noise and Vibration Reviewer		
Construction Project Management		
Independent Certifier's Representative		
Independent Certifier's Project Director		
Design Manager		
Quality Management		
Progress Monitoring Engineer		
Cost/Payment Assessment Engineer		
Safety Reviewer		
Environment & Community Manager		
Completions Manager/Commissioning		
Administration/Document		

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
Controller		
Construction Site Personnel		
Construction Manager and Senior Tunnelling Engineer	██████████	██████
Senior Construction Engineer Civil and Structural	██████████	██████
Senior Engineer Mechanical and Electrical	██████████	██████
Geotechnical Engineer Tunnelling Works	██████████	██████
Project Engineers		
Snr Project Engineer Tunnelling Works and civil fit out	██████████	██████
Snr Project Engineer Civil Works, Traffic and Environmental	██████████	██████
Project Engineer Civil Works M4 East widening	██████████	██████
Project Engineer Civil Works Wattle St /Parammatta Rd/ Cintra Oval	██████████	██████
Project Engineer - Concord Road Interchange	██████████	██████
Project Engineer Tunnel and C&C	██████████	██████
Project Engineer Structural Works	██████████	██████
Project Engineer M&E Works	██████████	██████
Surveillance Officers		
SO Tunnelling Works incl C&C and Civil Fit Out	██████████	██████
SO Tunnelling Works incl Cut & Cover	██████████	██████
SO Tunnelling Works incl Cut & Cover	██████████	██████

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
SO Civil Works M4 East widening	[REDACTED]	[REDACTED]
SO Civil/ Concord and Cinta Oval and Tunnel Civil Fit Out	[REDACTED]	[REDACTED]
SO Civil Wattle St and Parramatta Rd	[REDACTED]	[REDACTED]
SO Structural Works	[REDACTED]	[REDACTED]
SO - M&E works	[REDACTED]	[REDACTED]
Technical Specialist		
Tunnel Ventilation	[REDACTED]	[REDACTED]
OMCS	[REDACTED]	[REDACTED]
RAMS	[REDACTED]	[REDACTED]
Testing and Commissioning	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
Other Technical Specialists	[REDACTED]	[REDACTED]
O&M and Defects		[REDACTED]
Independent Certifier's Representative	[REDACTED]	[REDACTED]
Quality Management	[REDACTED]	[REDACTED]
Snr Project Engineer Civil Works, Traffic and Environmental	[REDACTED]	[REDACTED]

These rates contain [REDACTED]
[REDACTED]
[REDACTED]

under this deed.

The rates will [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

When claiming payment for any Services for which the Independent Certifier is to be paid on a schedule of rates basis the Independent Certifier must provide details of the time expended by the Independent Certifier in performing the Services for which the Independent Certifier is entitled to be paid on a schedule of rates basis together with such further evidence as may be requested by the Project Company.

7. MONTHLY PAYMENT SCHEDULE FOR LUMP SUMS

The Independent Certifier is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month in question. Subject to paragraphs 1 and 2 of this Payment Schedule, the indicative monthly payment to be made is set out in the following table:

Month after date of the Project Deed	Payment (\$ excluding GST)
1.	██████████
2.	██████████
3.	██████████
4.	██████████
5.	██████████
6.	██████████
7.	██████████
8.	██████████
9.	██████████
10.	██████████
11.	██████████
12.	██████████
13.	██████████
14.	██████████
15.	██████████
16.	██████████
17.	██████████
18.	██████████
19.	██████████
20.	██████████
21.	██████████
22.	██████████
23.	██████████
24.	██████████
25.	██████████

Month after date of the Project Deed	Payment (\$ excluding GST)
26.	██████████
27.	██████████
28.	██████████
29.	██████████
30.	██████████
31.	██████████
32.	██████████
33.	██████████
34.	██████████
35.	██████████
36.	██████████
37.	██████████
38.	██████████
39.	██████████
40.	██████████
41.	██████████
42.	██████████
43.	██████████
44.	██████████
45.	██████████
46.	██████████
47.	██████████
48.	██████████
49.-59.	██████████
60.	██████████
61.-71.	██████████
72.	██████████
72.-83	██████████

Month after date of the Project Deed	Payment (\$ excluding GST)
84.	
TOTAL	

8. **GST**

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

SCHEDULE 3

Minimum resources and surveillance levels

1. MINIMUM RESOURCES COMMITMENT

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

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

1.1 Design Phase Services

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

Position	Name	Minimum commitment
Project Management Design		
Independent Certifier's Representative	██████████	57.6
Independent Certifier's Project Director	██████████	8.1
Deputy Independent Certifier's Rep (Design)	██████████	96
Design Manager	██████████	343
Quality Management	██████████	33
Safety Reviewer	██████████	18
Environment & Community Manager	██████████	18
Administration/Document Controller	██████████	316.8
Design Reviewers		
Tunnel Design		
Tunnel Reviewer	██████████	270
Support Systems	██████████	160
Geotech and Ground support		

Position	Name	Minimum commitment
Geology Reviewer	██████████	160
Hydrogeology Reviewer	██████████	70
Geotechnical Reviewer	██████████	80
Roads and Civil		
Deputy Design Manager and Interface Manager	██████████	60
Alignment and Road Safety Reviewer	██████████	360
Pavements Reviewer	██████████	54
Hydrology/Drainage Reviewer	██████████	53
Lines and Signs Reviewer	██████████	45
Street Lighting, Utilities and services	██████████	48
Traffic Reviewer	██████████	48
Mech/Elec/Hydraulics + Durability		
M&E Lead, Ventilation, Utilities, Services and Fire and Life Safety Reviewer	██████████	159
Hydraulic Systems Reviewer	██████████	60
Electrical Systems Reviewer	██████████	57
Durability and Materials Reviewer	██████████	30
Tunnel Systems		
OMCS, Scada,PLC, Tolling Reviewer	██████████	180
ITS ,Voice,Data and Comms Network Reviewer	██████████	180
Structures		
Lead Reviewer and Viaducts/Bridges /Cut and cover	██████████	255
Temporary Works Reviewer	██████████	99

Position	Name	Minimum commitment
Buildings Structures Reviewer	██████████	51
Bridges and Misc Structures Reviewer	██████████	62
Major Structures Assist Reviewer	██████████	48
Urban Design & Buildings		
Built Architecture	██████████	8
UD and Landscape Reviewer	██████████	30
BCA / DDA Assessor	██████████	6
Environmental		
Stormwater treatment Reviewer	██████████	15
Ground water treatment Reviewer	██████████	9
Planning Compliance Reviewer	██████████	6
Noise and Vibration Reviewer	██████████	18
	Design SubTotal	3,572

1.2 Construction Phase Services

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

Role/Position	Name(s)	Minimum Attendance and Location
Construction Project Management		
Independent Certifier's Representative	██████████	608
Independent Certifier's Project Director	██████████	35.1
Design Manager	██████████	0

Role/Position	Name(s)	Minimum Attendance and Location
Quality Management	██████████	78
Safety Reviewer	██████████	39
Environment & Community Manager	██████████	39
Completions Manager/Commissioning	██████████	200
Administration/Document Controller	██████████	560
Construction Site Personnel		
Construction Manager and Senior Tunnelling Engineer	██████████	700
Senior Construction Engineer Civil and Structural	██████████	460
Senior Engineer Mechanical and Electrical	██████████	360
Geotechnical Engineer Tunnelling Works	██████████	380
Project Engineers		
Snr Project Engineer Tunnelling Works and civil fit out	██████████	500
Snr Project Engineer Civil Works, Traffic and Environmental	██████████	680
Project Engineer Civil Works M4 East widening	██████████	520
Project Engineer Civil Works Wattle St /Parammatta Rd/ Cintra Oval	██████████	620
Project Engineer Concord Road Interchange	██████████	400
Project Engineer Tunnel and C&C	██████████	420
Project Engineer Structural Works	██████████	620
Project Engineer M&E Works	██████████	420

Role/Position	Name(s)	Minimum Attendance and Location
Surveillance Officers		
SO Tunnelling Works incl C&C and Civil Fit Out	██████████	480
SO Tunnelling Works incl C&C	██████████	380
SO Tunnelling Works incl C&C	██████████	360
SO Civil Works M4 East widening	██████████	540
SO Civil/ Concord and Cinta Oval and Tunnel Civil Fit Out	██████████	580
SO Civil Wattle St and Parramatta Rd	██████████	600
SO Structural Works	██████████	520
SO - M&E works	██████████	420
Technical Specialist		
Tunnel Ventilation	██████████	126
OMCS	██████████	120
RAMS	██████████	56
Testing and Commissioning	██████████	200
Other Technical Specialists		
Structures	██████████	249
Roads	██████████	210
Other	██████████	96
	Construction Sub Total	12,576

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

1.3 Operations Maintenance and Defects

Role/Position	Name(s)	Minimum Attendance and Location
Independent Certifier's Representative	██████████	13
Quality Management	██████████	24
Snr Project Engineer Civil Works, Traffic and Environmental	██████████	46
	Operations Maintenance and Defects Sub Total	83

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

2.1 Independent Certifier's project director

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

2.2 Independent Certifier's Representative for the Construction Phase Services

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

2.3 Senior Tunnelling Engineer - Tunnelling Works Construction

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

2.4 Senior Engineer - Mechanical and Electrical (M&E) Works

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

2.5 Geotechnical Engineer - Tunnelling Works Construction

The Geotechnical Engineer - Tunnelling Works Construction must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the

Project Company's Activities and at least 15 year' experience in construction including strong experience in tunnelling construction.

2.6 Project Engineer - Tunnelling Works Construction

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

2.7 Project Engineer - Civil Works Construction

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

2.8 Project Engineer - Structural Works Construction

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

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

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

2.10 Surveillance Officer - Tunnelling Works Construction

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

2.11 Surveillance Officer - Civil Works Construction

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

2.12 Surveillance Officer - Structural Works Construction

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

2.13 Surveillance Officer - M&E Works

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

2.14 Technical Specialist - Tunnel Ventilation

The Technical Specialist - Tunnel Ventilation must possess a recognised qualification relevant to the position and the Services and at least 15 years of experience in the design and construction of road tunnel ventilation systems.

2.15 Technical Specialist - Operations Management and Control Systems (OMCS)

The Technical Specialist - Operations Management and Control Systems must possess a recognised qualification relevant to the position and the Services and at least 15 years of experience in the design and construction of Operations Management and Control Systems.

2.16 Technical Specialist - Reliability Availability Maintainability and Safety (RAMS)

The Technical Specialist - Reliability Availability Maintainability and Safety must possess a recognised qualification relevant to the position and the Services and at least 15 years of experience in system engineering, maintenance and RAMS modelling.

2.17 Technical Specialist - Testing and Commissioning

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

2.18 Document Controller/Site Administrative Assistant

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

2.19 Deputy Independent Certifier's Representative for the Construction Phase Services

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

2.20 Design Manager

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

2.21 Quality Manager

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

2.22 Safety Reviewer

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

2.23 Construction Manager

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

2.24 Environment and Community Manager

The Environment and Community Manager must possess a recognised qualification relevant to the position and the Services and have at least 10 years' experience in environmental assessments, environmental compliance and community management of infrastructure projects.

2.25 Completions Manager / Commissioning

The Completions Manager / Commissioning must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Project Company's Activities and at least 15 years' experience in construction including strong experience in completions management and commissioning.

2.26 Tunnel Reviewer

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

2.27 Geology Reviewer

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

2.28 Hydrology Reviewer

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

2.29 Geotechnical Reviewer

The Geotechnical Reviewer must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Project Company's Activities and at least 10 years' experience in construction including strong experience in geotechnical review.

2.30 Deputy Design Manager, Interface Manager

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

2.31 Alignment Reviewer

The Alignment Reviewer must have at least 15 years of experience in the roads infrastructure industry and at least 5 years in construction.

2.32 Pavements Reviewer

The Pavement Reviewer must have at least 15 years of experience in the roads infrastructure industry and at least 5 years in construction.

2.33 Drainage Reviewer

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

2.34 **Lines and Signs Reviewer**

The Lines and Signs Reviewer must have at least 10 years of experience in the roads infrastructure industry and at least 3 years in civil construction.

2.35 **Utilities and Services**

The Utilities and Services Reviewer must have at least 10 years of experience in the roads infrastructure industry.

2.36 **Traffic Reviewer**

The Traffic Reviewer must have at least 10 years of experience in the roads infrastructure industry with experience in traffic engineering, and development of road network designs.

2.37 **Durability and Materials Reviewer**

The Durability and Materials Reviewer must have at least 15 years of experience in materials including experience on roads and tunnel infrastructure projects.

2.38 **Temporary Works Reviewer**

The Temporary Works Reviewer must possess a recognised qualification relevant to the position and the Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Project Company's Activities and at least 10 years' experience in construction including strong experience in temporary works review.

2.39 **Structures Reviewer**

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

2.40 **Urban Design and Landscape Reviewer**

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

2.41 **Stormwater Treatment Reviewer**

The Stormwater Treatment Reviewer must have at least 10 years' experience in construction including strong experience in stormwater treatment review.

2.42 **Groundwater Treatment Reviewer**

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

2.43 **Noise and Vibration Reviewer**

The Noise and Vibration Reviewer must have at least 20 years of experience in design and construction including strong experience in noise and vibration review.

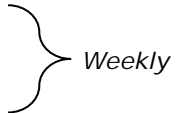
3. **MINIMUM SURVEILLANCE COMMITMENT**


The Independent Certifier acknowledges and agrees that the minimum surveillance levels set out in this O are minimum requirements only and do not in any way limit or otherwise affect

the obligations of the Independent Certifier to perform the Services in accordance with this deed.

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

Surveillance Activity	Frequency during the Project Company's Activities
<p>Environmental Observation</p> <p>0) Observe the implementation of physical environmental controls, in accordance with the [Construction Environmental Management Plan] and sub-plans, including:</p> <ul style="list-style-type: none">) <i>noise and vibration;</i> a) <i>air quality;</i> b) <i>mud, dirt and debris on roadways;</i> c) <i>water quality;</i> d) <i>Contamination;</i> e) <i>property accesses;</i> f) <i>temporary pedestrian pathways and cycleways;</i> g) <i>working within the approved hours;</i> h) <i>spoil stockpiling and disposal;</i> i) <i>waste management and disposal;</i> j) <i>heritage management;</i> k) <i>landscape maintenance; and</i> l) <i>report to the Other Parties and the Environmental Representative.</i> 	<p style="text-align: center;">Twice weekly</p>
<p>Traffic and Transport Surveillance</p> <p>1) Monitor the traffic and transport management and control provisions for compliance with the relevant Project Plans, including:</p> <ul style="list-style-type: none">) <i>layouts for compliance with approved [Traffic and Transport Management Plans] and control plans, including sign maintenance and delineation;</i> a) <i>provisions for bicyclists, pedestrians, disabled persons, public transport passengers, public transport operators and road traffic;</i> b) <i>timing and duration of road occupancies;</i> c) <i>qualifications of traffic control personnel; and</i> 	<p>Daily</p> <p>Daily</p> <p style="text-align: center;">Weekly</p>

Surveillance Activity	Frequency during the Project Company's Activities
d) <i>truck haulage routes off the Construction Site.</i>	
Work Health and Safety Observation 2) In conjunction with provision of the other Services, advise the Other Parties of issues that the Independent Certifier becomes aware of which may affect the safety of persons or property.	<i>As required</i>
Quality Management Surveillance 3) Inspect the Project Company's Activities for compliance with the requirements of the Project Deed.	<i>Twice weekly</i>
4) Inspect circumstances where significant non-conformances are or will be reported.	<i>Each occurrence</i>
5) Check compliance with the Quality Plans, process control plans and work processes.	<i>Each method statement</i>
6) Check implementation of inspection and test plans, including: <ul style="list-style-type: none">) <i>testing frequencies;</i> a) <i>test methods;</i> b) <i>test result verifications; and</i> c) <i>release of Hold Points.</i> 	 <i>Weekly</i> <i>All Hold Points</i>
7) Monitor the rectification of non-conforming product or work.	<i>All rectifications</i>
Construction Surveillance 8) Monitor the Project Company's obligations to inform the local community of planned investigations and construction operations and changes that affect properties, residences and businesses;	<i>Monthly</i>
9) Check that the Project Company's Activities including in relation to the tunnel alignment, tunnel excavations, service facility shafts, cross passages, cross passages with sumps and construction work is within each relevant design tolerance;	<i>Weekly</i>
10) Check that the Project Works and Temporary Works are being constructed using Design Documentation in compliance with the Project Deed including clause 11.3(d) of the Project Deed.	<i>Weekly</i>

Surveillance Activity	Frequency during the Project Company's Activities
11) Check that durability requirements of the Project Works are being addressed and applied;	<i>Weekly</i>
12) Witness construction trials and commissioning tests, including: <ul style="list-style-type: none">) <i>use of any materials, plant and equipment that differs from accepted industry standards;</i> a) <i>concrete including in-situ concrete and precast elements;</i> b) <i>sprayed concrete;</i> c) <i>waterproofing systems;</i> d) <i>water collection, treatment and discharge systems;</i> e) <i>rock bolts/ground anchors;</i> f) <i>blasting;</i> g) <i>tunnel and cavern lighting and ventilation systems; and</i> h) <i>Utility Service diversions.</i> 	 <p><i>Each trial and test</i></p>
13) Record photographically and catalogue general and detailed work in progress.	<i>20 digital photographs/day</i>

14) Witness the construction of the Project Works and Temporary Works including:

-) *tunnel excavation;*
- a) *cross passages;*
- b) *nozzle enlargements;*
- c) *bridges and structures;*
- d) *ground support and treatment;*
- e) *waterproofing;*
- f) *permanent structural concrete linings;*
- g) *tunnel portal, headwalls and wing walls;*
- h) *dive structures;*
- i) *slope protection and retaining structures;*
- j) *flood protection including sump and drainage systems;*
- k) *crossover cavern;*
- l) *structural connections;*
- m) *groundwater collection, treatment and drainage systems;*
- n) *shaft excavation;*
- o) *concrete blinding layer;*
- p) *soil and rock bolts and anchors;*
- q) *niches and enlargements excavation;*
- r) *earthing and electrolysis protection, including earthing and bonding of reinforcement and monitoring points;*
- s) *mechanical and electrical works;*
- t) *haulage roads;*
- u) *provisions to access, secure, support and hand over the Third Party Works;*
- v) *Utility Service diversions; and*
- w) *adjustments to or demolition of existing infrastructure and buildings.*



Daily

Quality Product Surveillance Monitoring	
15) Monitor structure foundation and subgrade preparation and treatments;	<i>Initial preparation and treatment</i>
16) Monitor compaction of earthworks and spoil;	<i>Weekly</i>
17) Monitor manufacture of off-site pretensioned precast super t girders; and	<i>Daily</i>
18) Monitor manufacture of off-site precast units (not super t girders).	<i>Weekly</i>
19) Monitor: <ul style="list-style-type: none">) preparation and testing of grout test specimens; and a) bolt anchorage testing of rock bolts b) Monitor preparation of sprayed concrete test specimens; c) Monitor concrete supply, including: <ul style="list-style-type: none">) audits of each batch plant; i) reviews of grout, mortar, concrete, precast concrete and sprayed concrete mix designs (including off-site work); and ii) monitoring of supplied mixes compared with mix designs. 	<p>} <i>Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter.</i></p> <p><i>Monthly</i></p> <p><i>Weekly</i></p> <p><i>Each mix</i></p> <p><i>Weekly</i></p>
20) Monitor concreting and associated works including: <ul style="list-style-type: none">) <i>preparation;</i> a) <i>formwork;</i> b) <i>bracing;</i> c) <i>reinforcement;</i> d) <i>placing;</i> e) <i>stressing;</i> f) <i>finishing;</i> g) <i>curing; and</i> h) <i>stripping formwork.</i> 21) Sprayed concrete, including: <ul style="list-style-type: none">) <i>Batching and mixing</i> a) <i>Application</i> b) <i>Depth control</i> c) <i>Curing</i> d) <i>Production tests</i> 	<p>} <i>Initial activity and twice weekly thereafter</i></p> <p><i>Each procedure</i></p> <p><i>Twice weekly</i></p> <p><i>Twice weekly</i></p> <p><i>Monthly</i></p> <p><i>Daily</i></p>

<p>22) Monitor steel fabrication, including:</p> <ul style="list-style-type: none">) <i>reviews of welding procedures; and</i> a) <i>monitoring of the fabrication and welding processes for major members (off-site).</i> <p>23) Monitor protective treatment systems (off-site).</p> <p>24) Monitor ground movement equipment monitors including:</p> <ul style="list-style-type: none">) <i>audits of equipment; and</i> a) <i>review of results.</i> 	<p><i>Each procedure</i></p> <p><i>Twice weekly</i></p> <p><i>Twice weekly</i></p> <p><i>Monthly</i></p> <p><i>Daily</i></p>
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SCHEDULE 4

Requirements of Certification and Monitoring Plan

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

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

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

Attachment A

Initial Certification and Monitoring Plan

SCHEDULE 5

Subcontractors and Technical Specialists

Name of subcontractor	Part of the Services/Technical Speciality
SMEC Australia Pty Limited	Broad range of IC technical services as part of an integrated IC team

SCHEDULE 6

Commercially Sensitive Information

Initial Certification and Monitoring Plan (including sub plans)

Certification and Monitoring Plan (including sub plans)

Details of insurances

Schedule 7

Independent Certifier Deed Poll

(clause 1.1 Definition of *Deed Poll* and clause 2.4)

Form of Independent Certifier Deed Poll

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

By: **APP Corporation Pty Limited** (ABN 29 003 764 770) of 116 Miller St, North Sydney, NSW 2060 (*Independent Certifier*),

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

WestConnex Delivery Authority (ABN 33 855 314 176) of 101 Miller Street, North Sydney, North Sydney NSW 2060 (*WDA*);

WCX M4 Pty Limited (ACN 602 963 806) of Level 9, 101 Miller Street North Sydney (the *Project Company*);

RailCorp being the agency of Transport for NSW by that name;

The Rizzani Leighton Joint Venture, being an unincorporated joint venture comprising Rizzani de Eccher Australia Pty Ltd (ABN 80 147 862 897) of Level 1, 488 Botany Road Alexandra NSW 2014 and Leighton Contractors Pty Limited (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Ave Chatswood NSW 2067; and

The Leighton Samsung John Holland Joint Venture being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) of Level 3, 145 Eagle Street, Brisbane, Queensland 4000 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road, Melbourne, Victoria 3004 (the *Contractor*).

(together the *Beneficiaries*).

Recitals

- A RMS is responsible for the road network in Sydney.
- B WDA is a public subsidiary corporation constituted by Part 4A of the *Transport Administration (General) Regulation 2013* (NSW). WDA is authorised to exercise the functions of RMS under the Roads Act 1993 (NSW) and the *Transport Administration Act 1988* (NSW) for the purposes of delivering the WestConnex Motorway Project.
- C The Principal and the Project Company have engaged the Independent Certifier to perform services in relation to Stage 1B of WestConnex, comprising the extension of the M4 Motorway (the *Services*).
- D RMS and the Principal are parties to a deed entitled "WestConnex M4 Project Deed" dated 4 December 2014 between RMS and the Project Company and amended on or about the date of this Deed Poll by the Amending Deed (M4 East Project) (the *Project Deed*).
- E The Beneficiaries are relying on the Independent Certifier to perform Services in accordance with the Independent Certifier Deed.
- F The Beneficiaries will suffer loss if the Independent Certifier does not perform Services in accordance with the Independent Certifier Deed.
- G It is a condition of the Independent Certifier Deed that the Independent Certifier executes this Deed Poll.

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

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

Executed as a Deed Poll.

Executed under Power of Attorney dated
[insert] for **APP Corporation Pty Limited**
(ABN 29 003 764 770):

Attorney

Print name

Witness

Print name

Schedule 8
Form of Deed of Novation

This Deed is made on

2015

Parties

- 1 **[Name of Novatee]** [ABN/ACN of Novatee] incorporated in [*] of [Address of Novatee] (the **Novatee**).
- 2 **Roads and Maritime Services** ABN 76 236 371 088 (**RMS**).
- 3 **WCX M4 Pty Limited** (ACN 602 963 806) of 101 Miller Street, North Sydney, NSW 2060 (the **Project Company**).
- 4 **APP Corporation Pty Limited** (ABN 29 003 764 770) of 116 Miller St, North Sydney, NSW 2060 (the **Independent Certifier**).

Recitals

- A RMS and the Principal are parties to a deed entitled "WestConnex M4 Project Deed" dated 4 December 2014 between RMS and the Project Company and amended on or about by the Amending Deed (M4 East Project) dated [REDACTED] (the **Project Deed**).
- B RMS, The Project Company and the Independent Certifier are parties to a deed entitled "WestConnex M4 East Project Independent Certifier Deed" dated [REDACTED] (the **Deed of Appointment**).
- C RMS wishes to exercise its right to novate its interests, rights and obligations under the Deed of Appointment, pursuant to clause 13.12(b) of the Deed of Appointment.
- D The parties to this Deed have agreed to novate the Deed of Appointment on the terms of this Deed.

1 Interpretation

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

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause is a reference to a clause of this Deed.
- (f) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules, and annexures to that agreement or document.
- (g) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference

to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

- (i) Except as otherwise defined in this Deed, terms used in this Deed that are defined in the D&C Deed have the same meanings in this Deed.
- (j) The word "include" in any form is not a word of limitation.

2 Novation

2.1 Novation

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

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

2.2 Assumption of rights and obligations

On and from the Effective Date:

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

3 Release

3.1 Release by Contractor

The Project Company and the Independent Certifier each release RMS from:

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

arising on or after the Effective Date.

3.2 No release by Project Company and Independent Certifier

- (a) Neither the Project Company nor the Independent Certifier releases RMS from:
 - (i) any of its obligations or liabilities under or in respect of the Deed of Appointment; or
 - (ii) any claims, actions, demands, proceedings or liability that the Project Company or the Independent Certifier may have or claim to have, or but for this release might have had, against RMS in connection with the Deed of Appointment,

accruing or arising before the Effective Date.

- (b) RMS remains liable to the Project Company for all its obligations and liabilities under the Deed of Appointment accruing or arising before the Effective Date.
- (c) The Project Company and the Independent Certifier each release RMS from any obligations or liability arising under or in respect of the Deed of Appointment on or after the Effective Date.

4 Indemnity

4.1 Indemnity by RMS

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

4.2 Indemnity by Novatee

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

5 Insurance

The Independent Certifier will:

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

6 Notices under the Deed of Appointment

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

7 Representations and Warranties

- (a) Each party represents and warrants to each other party that:
 - (i) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the party;
 - (ii) it has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed; and
 - (iii) this Deed constitutes a legal, valid and binding obligation of the party enforceable in accordance with its terms by appropriate legal remedy.
- (b) Each of the Project Company, the Independent Certifier and RMS represents and warrants to the Novatee that, as at the Effective Date, neither the Project Company,

the Independent Certifier nor RMS is in default under any provision of the Deed of Appointment.

8 Delivery of Documents

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

9 Further Assurances

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

10 Assignment

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

11 Amendment

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

12 Costs and Duty

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

13 Governing Law and Jurisdiction

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

14 Counterparts

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

Executed and delivered as a Deed.

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

Signature of witness

Signature of delegate

Name

Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **WCX M4 Pty Limited** (ACN 602 963 806):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed under Power of Attorney dated [insert] for **APP Corporation Pty Limited** (ABN 29 003 764 770):

Attorney

Witness

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **[the Novatee]**:

Director Signature

Director/Secretary Signature

Print Name

Print Name

EXECUTED as a deed.

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

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

Signature of witness

Signature of delegate

Name

Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **WCX M4 Pty Limited** (ACN 602 963 806):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed under Power of Attorney dated [insert] for **APP Corporation Pty Limited** (ABN 29 003 764 770):

Attorney

Witness

Print Name

Print Name

SCHEDULE 13

Deed of Engagement of Principal Contractor

(Clause 9.7)

Date

Parties

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

WCX M4 Pty Limited (ABN 92 602 963 806) of Level 18, 101 Miller Street, North Sydney NSW 2060 (**Project Company**)

Leighton Contractors Pty Ltd (ABN 98 000 893) 667 of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067 (the **Contractor**)

Recitals

- A. RMS and the Project Company have entered into a deed entitled "WestConnex Stage 1 Project Deed" (**Project Deed**) under which the Project Company is responsible for, amongst other things, carrying out:
- (a) the investigation, financing, funding, planning, design and construction of the Motorway, comprising the [widening of the M4 West Motorway and construction of the M4 East Motorway];
 - (b) the integration, interface and co-ordination of the Project Company's Activities with the other elements of the 33-km motorway that will link Sydney's west with the airport and Port Botany precinct, and will include the M4 extension and duplication of the M5 East to King Georges Road;
 - (c) the ownership, operation, maintenance and repair of the Motorway;
 - (d) the handover of the Motorway to RMS at the end of the Term; and
 - (e) the levying and collection of tolls.
- B. In order to carry out certain of its obligations under the Project Deed, the Project Company has entered into a contract (**Contract**) with the Contractor pursuant to which the Contractor will design and construct the Project Works.
- C. RMS has agreed to engage the Contractor as the principal contractor under clause 293 of the WHS Regulation for the Construction Project(s) the subject of the Contract.
- D. The Contractor has agreed to carry out the obligations of a principal contractor under the WHS Regulation for all Construction Project(s) the subject of the Contract.
- E. The parties have agreed to enter into this deed to give effect to the engagement of the Contractor as the principal contractor as set out in this deed.

Operative Provisions

1. DEFINITIONS

In this deed:

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

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

Contract means the contract between the Project Company and the Contractor titled "WestConnex M4 East Design and Construction Deed" dated on or about the date of this deed.

D&C Documents has the same meaning as in the Contract.

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

Independent Certifier has the same meaning as in the Contract.

Project Deed means the contract between RMS and the Project Company dated on or about the date of this deed.

Project Works has the same meaning as in the Contract.

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

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

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

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

Capitalised terms not otherwise defined in this deed have the same meaning as those terms in connection with the M4 East Motorway in the Project Deed.

2. **PRINCIPAL CONTRACTOR ENGAGEMENT**

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

- (a) For the purposes of Chapter 6 of the WHS Regulation RMS:
 - (i) engages the Contractor as the principal contractor under clause 293 of the WHS Regulation for the Construction Project(s) to be carried out under the Contract and Project Deed, and the Contractor accepts such engagement; and
 - (ii) authorises the Contractor to have management or control of each Workplace at which the Construction Work the subject of the Contract and Project Deed is to be carried out, and to discharge the duties of a principal contractor under Chapter 6 of the WHS Regulation.
- (b) The Contractor must carry out, and ensure compliance with, its obligations as principal contractor under the WHS Regulation in respect of the engagement referred to in clause 2.1(a). If the Contractor fails to comply with any of its obligations in clause 2.1(a), RMS may either itself carry out the Contractor's obligations or have the Contractor's obligations carried out by the Project Company or by others, and the cost incurred by RMS in carrying out such obligations or having others carry out such obligations will be a debt due from the Contractor to RMS.
- (c) If the engagement of the Contractor as principal contractor under this clause 2.1 is not effective for any reason or is not effective in respect of the whole of the M4 East Motorway, or if this deed is terminated for any reason before the M4 East Motorway is complete, RMS will engage the Project Company as principal contractor in accordance with clause 9.7 of the Project Deed and will authorise the Project Company to have management and control of each workplace at which the M4 East Motorway is to be carried out and to discharge the duties of a principal contractor under WHS legislation. If the engagement of the Contractor under this clause 2.1 is not effective for any reason or is not effective in respect of the whole of the M4 East Motorway, or if this deed is terminated for any reason before the M4 East Motorway is complete, the

Project Company agrees to discharge the duties imposed on a principal contractor under WHS legislation.

- (d) The Contractor's engagement and authorisation as principal contractor will continue:
- (i) subject to clause 2.1(d)(ii), until the earlier of:
 - (A) the termination of this deed or the Contract;
 - (B) the Date of Completion;
 - (C) in respect of each discrete part of the Third Party Works, the point in time when the relevant discrete part of the Third Party Works has been determined by the Independent Certifier to have been completed in accordance with clause 17.3, 17.4 or 17.5 of the Contract (as applicable); or
 - (D) in respect of the areas specified in the Site Access Schedule, the termination or expiry of the rights referred to in clause 11.1(a) of the Contract,

(unless sooner revoked by RMS); and
 - (ii) in respect of any defect rectification work carried out after the Date of Opening Completion that is Construction Work, during the period any such work is carried out.
- (e) The Project Company warrants that the Construction Work to be carried out under the Contract and the works to be undertaken by the Tolling Equipment Works Contractor encompasses all Construction Work that the Project Company must carry out under the Project Deed (other than O&M Work) in connection with the M4 East.
- (f) The Contractor warrants that the Construction Work to be carried out under the Contract and the works to be undertaken by the Tolling Equipment Works Contractor encompasses all Construction Work that the Contractor (as defined in the Contract) must carry out under the Contract.

2.2 **RMS and Project Company not liable**

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

2.3 **Indemnity**

- (a) To the full extent permitted by law, the Project Company and the Contractor jointly and severally indemnify RMS against any damage, expense, loss or liability suffered or incurred by RMS arising out of or in connection with a breach by the Contractor of clauses 2.1, 2.4 or 2.5.
- (b) Subject to clause 2.3(c), the indemnity in clause 2.3(a) survives termination, completion or expiration of this deed.
- (c) Notwithstanding anything to the contrary in this deed, the last date upon which RMS' cause of action in respect of the indemnity in clause 2.3(a) may accrue is the last day of the Term for the purposes of sections 14 and 16 of the *Limitation Act 1969* (NSW)

and RMS will have no right to make a demand on any indemnity in this deed 12 years after the last day of the Term.

2.4 **Manage risks**

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

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

2.5 **Reporting**

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

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

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

3. **SUBSTITUTION OF PROJECT COMPANY AS PRINCIPAL CONTRACTOR**

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

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

4. **GENERAL**

4.1 **Governing law and jurisdiction**

- (a) This deed is governed by the law in force in New South Wales.

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

4.2 **Liability for expenses**

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

4.3 **Effect to this deed**

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

4.4 **Goods and Services Tax**

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

4.5 **Limitation on Liability**

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

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

Executed as a deed.

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

Signature of officer

Signature of witness

Name

Name

Executed by WCX M4 Pty Limited)
(ABN 92 602 963 806))
in accordance with Section 127 of)
the Corporations Act 2001 (Cth))

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Executed under Power of Attorney dated
28 May 2015 for **Leighton Contractors Pty Ltd**
(ABN 98 000 893 667) (and the Attorney declares that
it has not received any notice of the revocation
of the Power of Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name

SCHEDULE 14

Deed of Disclaimer

(Clause 11.7)

This Deed Poll is made on

To: Each of the Beneficiaries

Parties

- 1 Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067;
- 2 Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) of Level 3, 145 Eagle Street, Brisbane, Queensland 4000; and
- 3 John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road, Melbourne, Victoria 3004,

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

Recitals

- A In May 2014 WDA invited expressions of interest in relation to the investigation, design and construction of the Project.
- B In August 2014 WDA issued a Request for Tenders in relation to the investigation, design and construction of the Project.
- C The Contractor has lodged a Tender in response to the Request for Tenders and has otherwise been involved in the Processes contemplated by the Invitation and Request for Tenders.
- D Each of the Contractor entities has executed a Process Deed Poll.
- E The Principal and the Contractor will enter into the D&C Deed on or about the date of this Deed Poll.
- F This Deed Poll sets out certain warranties, acknowledgments and indemnities applicable to the Invitation, the Request for Tender and the Information Documents.

It is agreed as follows.

1. INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise.

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

Claim includes any claim, action, demand or proceeding:

- (a) under, arising out of, or in connection with the Processes;

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

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

Contractor means, collectively, the Contractor Entities

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

Data Room means the electronic data room containing documents, data and other information regarding the Project created and maintained by WDA for the purposes the Processes, whether titled the WestConnex Data Room, the M4 East Data Room or otherwise.

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

Document means any type of document, including:

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

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

Information Document means:

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

sounding, briefing, EOI Processes, RFT Processes or either RMS's or WDA's participation in any early tenderer involvement workshops or any other interactive engagement process under the Invitation or the Request for Tenders; or

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

whether issued or made available:

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

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

Notice has the meaning given to it in clause 6.

Principal means WCX M4 Pty Limited (ACN 602 963 806) of 101 Miller Street, North Sydney, NSW 2060.

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

Process Deed Poll means:

- (a) the process deed poll dated 7 November 2014 and executed by Leighton Contractors Pty Ltd (ABN 98 000 893 667) for the benefit of the Beneficiaries;
- (b) the process deed poll dated 11 June 2014 and executed by Samsung C&T Corporation (ABN 49 160 079 470) for the benefit of the Beneficiaries; and
- (c) the process deed poll dated 23 May 2014 and executed by John Holland Pty Ltd (ABN 11 004 282 268) for the benefit of the Beneficiaries.

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

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

Project means all activities associated with investigation, design and construction of the M4 East Project (as described in the Invitation and updated in the Request for Tenders).

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

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

RMS means Roads and Maritime Services.

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

WDA means WestConnex Delivery Authority.

1.2 **Priority in interpretation**

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

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

1.3 **Interpretation**

In this Deed Poll unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any authority, institute, association or body is:
 - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (e) a reference to this Deed Poll or to any other deed poll, deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed poll, deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
 - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) a reference to:
 - (i) a party, clause or schedule is a reference to a party, clause or schedule of or to this Deed Poll; and

- (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (i) a reference to this Deed Poll includes all schedules;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) "day" means a calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed Poll or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.4 **Headings**

Headings do not affect the interpretation of this Deed Poll.

1.5 **Unfettered Discretion**

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

2. **CONTRACTOR WARRANTIES AND ACKNOWLEDGEMENTS**

The Contractor:

- (a) warrants that it has not relied upon the Invitation, the Request for Tenders or the Information Documents as being proper, adequate, suitable and/or complete for the purposes of enabling it to perform its obligations under the D&C Deed;
- (b) warrants that it has made its own independent evaluation of the Invitations, Request for Tenders and Information Documents adequacy, accuracy, suitability and completeness for the purposes of enabling the Contractor to perform the obligations under the D&C Deed, and it has based its Tender (including its pricing and the D&C Deed Sum) upon its own independent evaluations;
- (c) acknowledges and agrees that:
 - (i) no representation or warranty (express or implied) has been or is made by the Beneficiaries or any of them (or by anyone on their behalf) to the Contractor that any technical specifications, data or drawings included in the Invitation, the Request for Tenders or the Information Documents will represent a completed or suitable design or that they will be suitable for design and construction purposes;

- (ii) the rights, powers and discretions given to WDA in the Invitation and Request for Tenders do not form part of any contract between WDA, the Beneficiaries and the Contractor but rather are rights, powers and discretions that the Principal has as part of the Processes;
- (iii) it has been provided with the Information Documents;
- (iv) the Information Documents:
 - (A) are provided by the Beneficiaries for the information only of the Contractor; and
 - (B) do not form part of any contract with respect to the Project;
- (v) none of the Beneficiaries owes any duty of care to the Contractor with respect to the Information Documents;
- (vi) to the extent that a Beneficiary is not the author or source of any of the Information Documents it merely passes those documents on to the Contractor and does not adopt those documents;
- (vii) the Beneficiaries:
 - (A) are not responsible for; and
 - (B) make no representation or warranty in respect of,

the contents of the Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Information Documents, the Invitation or Request for Tenders, including the accuracy, adequacy, suitability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Information Documents;
- (viii) where any information or document is referred to and incorporated by reference in an Information Document, the Contractor has not relied upon any summary of the information or document which appears in that Information Document;
- (ix) no representation or warranty (express or implied) has been made by any Beneficiary (or by anyone on behalf of a Beneficiary) to the Contractor that the Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Invitation, Request for Tenders or the Information Documents, are accurate, adequate, suitable or complete for any purpose connected with the Project or the Contractor's preparation of its Tender and the performance of its obligations under the D&C Deed;
- (x) no representation or warranty (express or implied) has been made by any Beneficiary (or by anyone on behalf of a Beneficiary) that the Information Documents have been independently verified for any purpose connected with the Project or the Contractor's preparation of its Tender; and
- (xi) it has had the opportunity during the Process Period and subsequently to undertake for itself and to request others to make further enquiries and investigations and seek appropriate professional advice relating to the subject matter of the Information Documents and for this purpose has had regard to the acknowledgments, warranties and releases in this Deed Poll in undertaking its own enquiries and investigations and in requesting further enquiries and investigations;

- (d) warrants that:
- (i) it has prepared its Tender for the Project and will enter into the D&C Deed and any other contract with the Principal with respect to the Projects based on its own investigations, interpretations, deductions, information and determinations including (without limitation) its own independent evaluation of the accuracy, adequacy, suitability and completeness of the Information Documents for the purposes of the Project or its entry into the D&C Deed; and
 - (ii) it has not in any way relied upon:
 - (A) the Information Documents; or
 - (B) the accuracy, adequacy, suitability or completeness of the Information Documents,for the purposes of entering into the D&C Deed with the Principal with respect to the Project;
- (e) acknowledges and agrees that:
- (i) the Beneficiaries have provided the Information Documents to the Contractor in reliance upon the acknowledgements and warranties contained in this Deed Poll;
 - (ii) WDA has accepted the Tender and the Principal will be entering into the D&C Deed with respect to the Project in reliance upon the acknowledgments and warranties contained in this Deed Poll;
 - (iii) the Beneficiaries will not be liable to the Contractor upon any Claim (to the extent permitted by law) arising out of or any way in connection with:
 - (A) the provision of, or the purported reliance upon, or use of, the Information Documents by the Contractor or any other person associated with the Contractor to whom the Information Documents are disclosed by the Contractor; or
 - (B) a failure by a Beneficiary to provide any information to the Contractor;
 - (iv) none of the Beneficiaries have any obligations or liabilities to the Contractor in respect of the Invitation, the Request for Tenders or the Processes, and to the maximum extent permitted by law, any such obligations which may otherwise be implied or imposed on any Beneficiary under contract, in tort including negligence, in equity, at law, by statute or otherwise are excluded; and
 - (v) none of the Beneficiaries have any obligation to provide any additional information or to update the Invitation, Request for Tenders or Information Documents, or to correct or inform any person or entity of any inaccuracies in the Invitation, Request for Tenders or the Information Documents which may become apparent; and
- (f) warrants that it has:
- (i) examined the Invitation, the Request for Tenders, the Information Documents, and any other information made available in writing by the Beneficiaries, or any other person on their behalf, to the Contractor for the purpose of entering into the D&C Deed;
 - (ii) examined all other relevant information available on reasonable enquiry;

- (iii) obtained and considered all necessary information relevant to the risks, contingencies and other circumstances having an effect on its Tender;
- (iv) satisfied itself as to the correctness and sufficiency of the Tender having regard to those risks;
- (v) informed itself of all matters relevant to the employment of labour and all industrial materials relevant to the Project;
- (vi) examined the sites for the Project and their surroundings and informed itself completely as to the conditions of the sites for the Project; and
- (vii) taken such professional advice as is appropriate for projects of this type.

3. **RELEASE AND INDEMNITY**

The Contractor:

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

arising out of or in connection with:

- (i) the provision of, or the purported reliance upon, or use of, the Invitation, the Request for Tenders or the Information Documents by the Contractor or any other person to whom the Invitation, the Request for Tenders or the Information Documents are disclosed by the Contractor; or
- (ii) the Invitation, Request for Tenders or the Information Documents:
 - (A) being relied upon; or
 - (B) otherwise being used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in the *Competition and Consumer Act 2010* (Cth), or any equivalent provisions of state or territory legislation),

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

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

4. **ENFORCEMENT AND LIABILITY**

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

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

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

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

6. **NOTICES**

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

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to WDA at the address or fax number below or the address or fax number last notified by the intended Contractor to the sender after the date of this Deed Poll:

WDA

Attention: [REDACTED]

Address: WestConnex Delivery Authority
c/- Level 9, 101 Miller Street
NORTH SYDNEY NSW 2060

Phone No: 1300 660 248

Fax No: 02 8588 4181

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

7. **WAIVER**

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

8. MISCELLANEOUS

8.1 Joint and Several Liability

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

8.2 Governing Law and Jurisdiction

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

8.3 Amendments

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

8.4 Further acts

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

8.5 Consents

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

8.6 Entire agreement

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

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

8.7 No representation or reliance

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

8.8 Severability of provisions

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

8.9 Beneficiaries

- (a) WDA may at any time give notice to the Contractor that another entity is to become an additional Beneficiary under this Deed Poll. WDA may give multiple notices under this

clause. The Contractor agrees that on and from the date of WDA's notice, the entity identified by WDA will be a Beneficiary under this Deed Poll.

- (b) If for any reason a Beneficiary is unable to enforce against the Contractor its promises under this Deed Poll, the Contractor agrees that WDA may do so on behalf of any and all Beneficiaries.

Executed and delivered as a Deed

EXECUTED under Power of Attorney dated 28 May 2015 for **Leighton Contractors Pty Ltd** (ABN 98 000 893 667) (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name

Executed under Power of Attorney number 2015-3958 dated 26 May 2015 for **Samsung C&T Corporation** (ABN 49 160 079 470) by:

Attorney

Witness

Print Name

Print Name

EXECUTED under Power of Attorney dated 29 May 2015 for **John Holland Pty Ltd** (ABN 11 004 282 268) (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name

PART B

LAND, PROPERTY AND THIRD PARTY AGREEMENTS

SCHEDULE 15

Approvals

(clause 6)

Part A: Approvals to be obtained by RMS

The Planning Approval.

The EPBC Act Approval, to the extent required by Law.

Part B: Conditions of Planning Approval to be undertaken by RMS

The Project Company must fulfil all the conditions and requirements of the Planning Approval except where the following table allocates responsibilities to RMS.

In respect of Table 1 below, the Project Company must also fulfil the requirements of Table 1 to the extent that responsibilities are allocated to the Project Company. Each of RMS and the Project Company must fulfil those responsibilities which are allocated to it in Table 1.

In respect of Table 2 below, each RMS and the Project Company must fulfil those responsibilities which are allocated to it in Table 2.

Table 1: M4 East

Baseline Condition number	Extent of RMS's responsibility for the Baseline Condition specified
TC117A	<p>Provided that, by the date [13] months prior to the planned Date of [Opening] Completion, the Project Company provides to RMS all available information and assistance reasonably requested by RMS to enable RMS to comply with condition TC117A, RMS will comply with condition TC117A by the later of the date that is one month prior to:</p> <ul style="list-style-type: none"> (a) the date on which the Project Company anticipates Opening Completion will be achieved as set out in the Overall D&C Program; and (b) the date on which the Project Company expects to achieve Opening Completion. <p>The Project Company and RMS agree that:</p> <ul style="list-style-type: none"> (a) all costs for producing the Operational Traffic Management Plan will be shared equally by the Project Company and RMS; (a) an independent person/organisation will be appointed by RMS, and jointly managed by RMS and the Project Company, to assist RMS with the preparation of the Operational Traffic Management Plan; and (b) all costs of the approved independent person/organisation will be shared equally by the Project Company and RMS.
TC117B	RMS will comply with condition TC117B and the Project Company will, in respect of the Project, provide to RMS all information reasonably required by RMS to enable

	RMS to comply with condition TC117B.
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Table 2: M4 West

Baseline Condition number	Extent of RMS's responsibility for the Baseline Condition specified
A4	<p>To the extent that Secretary requires:</p> <ol style="list-style-type: none"> 1. the preparation or submission of any report, plan, assessment, communication or other document; or 2. the compulsory acquisition of land, <p>RMS must satisfy this requirement, to the extent only that RMS is responsible for compliance with the Secretary's requirements in relation to reports, plans or correspondence, including the implementation of any actions or measures contained therein, for which the Project Company is responsible under the Planning Approval as indicated in this Part B.</p>
A5	RMS must fulfil the requirements of this condition.
A6	RMS must fulfil the requirements of this condition, to the extent only that RMS is to obtain the existing and future Approvals specified in this Deed.
A11	RMS must fulfil the requirements of this condition up to Construction Completion.
B15	RMS must fulfil the requirements of this condition, except that the Project Company must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B16	RMS must fulfil the requirements of this condition, except that the Project Company must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B17	RMS must fulfil the requirements of this condition, except that the Project Company must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B18	RMS must fulfil the requirements of this condition, except that the Project Company must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
B31	RMS must fulfil the requirements of this condition.
B32	RMS must fulfil the requirements of this condition.
B33	RMS must fulfil the requirements of this condition.
D24	RMS must fulfil the requirements of this condition, except that the Project Company must provide RMS with any documents, information and assistance requested by RMS to enable compliance with this condition.
E6	RMS must fulfil the requirements of this condition.

SCHEDULE 16

Environmental Requirements

(Clause 9.12)

1. ENVIRONMENT PROTECTION LICENCE

The Project Company must:

- (a) obtain an Environment Protection Licence:
 - (i) in respect of the Project Company's Activities relating to M4 East from the date on which the Project Company is given access to the M4 East Construction Site (or any part thereof) pursuant to clause 11.1 of this deed; and
 - (ii) in respect of the Project Company's Activities relating to M4 West from the date on which the Project Company is given access to the M4 West Construction Site (or any part thereof) pursuant to clause 11.1 of this deed; and
- (b) hold an Environment Protection Licence in respect of:
 - (i) the Project Company's Activities relating to M4 East until the Date of Completion for M4 East; and
 - (ii) the Project Company's Activities relating to M4 West until the Date of Completion for M4 West.

2. CROWN BUILDING WORK

- (a) The Project Company must, in relation to any part of the Project Works or the Temporary Works that is Crown Building Work (as defined in section 109R of the EP&A Act), certify (on behalf of RMS) as required by section 109R of the EP&A Act.
- (b) Any certification under section 2(a) of this Schedule 16 will not lessen or otherwise affect:
 - (i) the other Liabilities or responsibilities of the Project Company under this deed or otherwise according to Law; or
 - (ii) RMS's rights against the Project Company, whether under this deed or otherwise according to Law.

3. ENVIRONMENTAL REQUIREMENTS

- (a) The Project Company must not use the Construction Site, the Motorway Site or any Extra Land, or allow its Related Parties to use the Construction Site, the Motorway Site or any Extra Land, so that:
 - (i) any Hazardous Substance is abandoned or dumped on the Construction Site, the Motorway Site or any Extra Land;
 - (ii) any Hazardous Substance is handled in a manner which is likely to cause a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics; or

- (iii) any other substance is released from, deposited to, or emanates from, the Construction Site, the Motorway Site or any Extra Land such that a state of Contamination occurs.
- (b) The Project Company must at all times carry out, and ensure that its Related Parties carry out, the Project Company's Activities in an environmentally responsible manner, in accordance with Good Industry Practice, and so as to protect the Environment.
- (c) The Project Company must, without limiting clause 7.1 of this deed:
 - (i) comply with, and ensure that its Related Parties in performing the Project Company's Activities comply with:
 - (A) all Laws relating to the Environment;
 - (B) all Environmental Notices; and
 - (C) the Project Plans; and
 - (ii) obtain and comply with all requirements of, and ensure that its Related Parties in performing the Project Company's Activities obtain and comply with all requirements of, any Approvals required in order to release or emit anything from the Construction Site, the Motorway Site or any Extra Land into the air or water or onto the ground or otherwise into the Environment, including to emit any substantial noise or vibrations.
- (d) Unless otherwise specified in this Schedule 16 and without limiting the Project Company's other obligations under this deed, and insofar as they apply to the Project Works, the Temporary Works or the Project Company's Activities, the Project Company must comply with, carry out and fulfil the conditions and requirements of all Environmental Documents, including those conditions and requirements which RMS is expressly or impliedly required under the terms of the Environmental Documents to comply with, carry out and fulfil but only to the extent that those conditions and requirements relate to the scope and extent of the Project Works, the Temporary Works and the Project Company's Activities.
- (e) The Project Company must immediately notify RMS's Representative in writing as soon as the Project Company:
 - (i) becomes aware of any breach or potential breach or non-compliance or potential non-compliance with the conditions or requirements of any Law, Approval or Environmental Document regarding the Environment in the performance of the Project Company's Activities;
 - (ii) becomes aware of any information, fact or circumstance where, if RMS were to be aware of such information, fact or circumstance, RMS would be required to notify any Authority of that information, fact or circumstance pursuant to any Law relating to the Environment (without limiting any other obligation of the Project Company in relation to the information, fact or circumstance); or
 - (iii) notifies any Authority of any matter pursuant to any Law relating to the Environment, in which case the Project Company must provide to RMS a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification.
- (f) The Project Company must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with a failure by the Project Company to comply with any obligation under this section 3.

4. **PROVISION OF EMISSIONS AND ENERGY DATA TO RMS**

- (a) The Project Company must provide the Project Company's Emissions and Energy Data to RMS's Representative:
 - (i) at such times as may be agreed by RMS and the Project Company, or, if no such agreement is reached, within 10 Business Days of receiving written notice from RMS indicating that it requires the Project Company's Emissions and Energy Data to be provided; and
 - (ii) on each occasion that the Project Company is required to provide the Project Company's Emissions and Energy Data to an Authority under the NGER Legislation or any other applicable Law.
- (b) The Project Company acknowledges and agrees that RMS may use the Project Company's Emissions and Energy Data for any purpose as it sees fit.

5. **REPORTING EMISSIONS AND ENERGY DATA**

- (a) This section 5 applies if, despite the operation of clause 9.13 of this deed, RMS incurs a Liability under or in connection with the NGER Legislation as a result of or in connection with the Project Company's Activities, the Project Works or the Temporary Works.
- (b) If RMS notifies the Project Company in writing that the Project Company is required to provide the Project Company's Emissions and Energy Data to RMS, then the Project Company must:
 - (i) provide the Project Company's Emissions and Energy Data to RMS's Representative in the same manner, form and level of detail, based on the same methods and at the same times:
 - (A) as if the Project Company was obliged under the NGER Legislation or any other applicable Law to provide Emissions and Energy Data to an Authority and RMS was that Authority;
 - (B) in accordance with the requirements or approvals of any Authority and any reasonable directions by RMS's Representative; and
 - (C) without limiting sections 5(b)(i)(A) and (B), as may be required to enable RMS:
 - (aa) to discharge, as and when they fall due, any obligations that it may have to provide the Project Company's Emissions and Energy Data to any Authority; and
 - (bb) to provide to the Clean Energy Regulator, any Project Company's Emissions and Energy Data concerning any greenhouse gas project;
 - (ii) keep all such Project Company's Emissions and Energy Data as may be required to enable it to discharge its obligations under section 5(b)(i);
 - (iii) retain records of its activities that are the basis of its Project Company's Emissions and Energy Data for any financial year, for a period of not less than 7 years from the end of the year in which the relevant activities take place; and
 - (iv) permit the Project Company's Emissions and Energy Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or

authorised for that purpose by RMS or any Authority, and cooperate with and provide all reasonable assistance to any such persons, including giving access to premises, plant and equipment, producing and giving access to documents (including any records kept and retained under sections 5(b)(ii) and (iii) and answering questions.

- (c) Without limiting section 5(b), the Project Company must assist RMS to comply with the NGER Legislation in relation to any aspect of the Project Company's Activities.
- (d) The Project Company acknowledges and agrees that:
 - (i) the Project Company's Emissions and Energy Data is provided to RMS:
 - (A) to discharge any obligations that RMS may have to provide such Data to an Authority; and
 - (B) so that RMS may provide to the Clean Energy Regulator any Project Company's Emissions and Energy Data concerning any greenhouse gas project;
 - (ii) RMS may provide or otherwise disclose the Project Company's Emissions and Energy Data to any applicable Authority; and
 - (iii) nothing in this section 5 is to be taken as meaning that RMS has agreed to perform on behalf of the Project Company any obligation that the Project Company itself may have under any Law regarding the provision of Emissions and Energy Data to any Authority (including any obligation under the NGER Legislation).

6. SUSTAINABILITY

- (a) The Project Company must comply with the sustainability requirements set out in section 3.20 and Appendix D.5 of the M4 East SWTC and Appendix C04 of the M4 West SPR.
- (b) Without limiting section 6(a), the Project Company must achieve:
 - (i) a "Design" rating score of at least Excellent for the design of the Project Works and the Temporary Works; and
 - (ii) an "As Built" rating score of at least Excellent for the construction of the Project Works and the Temporary Works,from the Infrastructure Sustainability Council of Australia.
- (c) Without limiting section 6(b), in order to achieve the ratings referred to in section 6(b) the Project Company must:
 - (i) register with the Infrastructure Sustainability Council of Australia for the purposes of obtaining a rating;
 - (ii) cooperate and liaise with the Infrastructure Sustainability Council of Australia as required; and
 - (iii) provide any documentation required by the Infrastructure Sustainability Council of Australia.

7. **WASTE DISPOSAL**

- (a) The Project Company must:
 - (i) remove from the Construction Site and any Extra Land; and
 - (ii) dispose of,

any Contamination or other waste pursuant to its obligations under this deed to a licensed waste facility in accordance with all relevant Law and Approvals.

- (b) The Project Company must:
 - (i) ensure that the entity that carries out the storage, treatment, transport and disposal of the Contamination or other waste from the Construction Site or Extra Land holds all relevant Approvals that are necessary or desirable; and
 - (ii) procure and provide evidence of such Approvals to RMS's Representative upon request.

- (c) The Project Company must ensure that its employees and agents, as applicable, are suitably trained in correct and safe methods of loading, unloading and handling any Contamination or other wastes and that they comply with all applicable Laws.

- (d) The Project Company must indemnify RMS from and against any Claims against RMS, or Loss suffered or incurred by RMS, arising out of or in any way in connection with any failure by the Project Company to comply with any obligation under this section, provided that the Project Company's liability to indemnify RMS will be reduced proportionally to the extent that an act or omission of RMS contributed to the Claim or Loss.

SCHEDULE 17

Terms of Access

(Clause 11.1)

1. PROJECT COMPANY ACKNOWLEDGEMENTS

- (a) The Project Company acknowledges and agrees that:
 - (i) it may not be given exclusive access to the Construction Site; and
 - (ii) access to the Construction Site or any part thereof will be subject to the Project Company complying with clause 11.1, this Schedule 17 and the Site Access Schedule.
- (b) The Project Company acknowledges that:
 - (i) its rights under clause 11.1 and this Schedule 17 are subject to any restrictions upon the access, possession and use of the Construction Site, Motorway Site and the Motorway imposed by RMS or WDA under the express terms of this deed; and
 - (ii) it must comply with all:
 - (A) access conditions that apply to an area of the Construction Site as specified in the Site Access Schedule; and
 - (B) terms of any easement burdening the land contained in the Construction Site as recorded in the register maintained by Land and Property Information New South Wales under the *Real Property Act 1900* (NSW).
- (c) The Project Company acknowledges that it will have no entitlement to access the Construction Site under clause 11.1 and this Schedule 17 until the Project Company has submitted the Project WHS Management Plan to RMS's Representative and RMS's Representative has had 20 Business Days to review the Project WHS Management Plan and has not rejected the Project WHS Management Plan.

2. NO WARRANTY BY RMS

Subject to the express terms of this deed, RMS makes no express or implied warranty that the Construction Site or the Motorway Site are now or will remain suitable or adequate for all or any of the purposes contemplated in this deed and save as aforesaid all warranties (if any) implied by Law are, to the extent permitted by Law, hereby expressly negated.

SCHEDULE 18

Property Owner's Certificate

(Clauses 11.3 and 11.4)

This Deed Poll is in favour of:

Roads and Maritime Services (RMS);

WestConnex Delivery Authority of Level 9, 101 Miller Street, North Sydney, NSW 2060 **(WDA);**
and

WCX M4 Pty Limited (ACN 602 963 806) of Level 18, 101 Miller Street, North Sydney, NSW 2060
(Project Company)

PROPERTY ADDRESS:

1. I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:

[Insert description of property works]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. I/We release RMS and WDA from all claims and actions which I/we may have arising out of or in connection with the works referred to in item 1.

SIGNED as a Deed Poll.

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

Signature

Signature of witness

Name of witness in full

SCHEDULE 19

Easements

(Clause 18.2)

1. EASEMENTS RESERVED BY RMS OVER THE MOTORWAY STRATUM

RMS reserves the right at all times for the purposes set out in Appendix A to, in respect of a Stage:

- (a) create any Easements benefiting or burdening the M4 East Motorway Stratum or M4 West Motorway Stratum (as the case may be) or any Additional Land with:
 - (i) any of the owners, lessees, tenants or occupiers of the land adjacent to or in the vicinity of the Motorway Stratum or any Additional Land; or
 - (ii) any public or other Authority,and to release, vary, modify or give waivers of such Easements; and
- (b) dedicate land of which it is the owner of the fee simple estate for road, rail and other purposes,

which may be effective no earlier than the Date of Completion of the Stage, upon such terms and conditions as RMS thinks fit, provided that where any such Easement (or release, variation, modification or waiver of such Easement) or dedication could reasonably be expected to have:

- (c) a material adverse effect on the design, construction, maintenance, repair or operation of the Motorway or upon the ability of the Project Company to undertake the Project in accordance with the Project Documents; or
- (d) an adverse effect on the patronage or capacity or use of the Motorway or the ability of the Project Company or its subtenants to levy and collect tolls or as against RMS and the NSW Government to keep tolls,

RMS must obtain the prior written consent of the Project Company to the creation of any such Easement (or release, variation, modification or waiver in respect of such Easement) or dedication of land, which consent must not be unreasonably withheld.

2. EASEMENTS FOR THE PROJECT COMPANY'S BENEFIT

If, but only if, RMS is the owner of the estate in fee simple of, and there are no inconsistent interests in, the land which is to be benefited or burdened by such Easement, and without in any way limiting clause 11.4, upon request after the Date of Completion of a Stage, RMS undertakes to the Project Company that it will, at the Project Company's cost, create Easements benefiting or burdening the M4 East Motorway Stratum or M4 West Motorway Stratum (as the case may be) or any Additional Land in favour of:

- (a) the Project Company or any other person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by any of them; or
- (b) any relevant provider of services and utilities, or any relevant infrastructure owner, or any relevant third party as agreed by RMS,

where such Easements are proposed on reasonable terms and are reasonably required by any of those parties and at no cost to RMS for the purposes set out in Appendix B.

3. NOTICE OF LOCATION AND DIMENSIONS

- (a) Each of RMS and the Project Company must notify the other party of the exact location and dimensions of any Easement it requires under section 1 or 2 (as the case may be) as soon as practicable.
- (b) A notice under section 3(a) must be accompanied by a diagram showing:
 - (i) the location and dimensions of the three dimensional envelope which accommodates the site of the Easement; and
 - (ii) the location of the Easement relative to existing structures and public services.
- (c) Where RMS receives a notice under section 3(a) it will:
 - (i) approve the location and dimensions of the Easement; or
 - (ii) reject the location and dimensions of the Easement,and in each case must act reasonably and must communicate its approval or rejection to the Project Company as soon as practicable but in any event within 8 weeks of the date of receipt of the notice.
- (d) In the event that RMS rejects the location and dimensions of any easement under section 3(c):
 - (i) RMS may, at the time of such rejection, notify the Project Company of an alternate or amended location and dimensions of the Easement;
 - (ii) the Project Company may notify RMS of an alternative or amended location and dimensions of the Easement, in which case such notice will be treated as a notice under section 3(a); and
 - (iii) either of RMS or the Project Company may refer the matter to be resolved in accordance with the Dispute Resolution Procedure.

4. NO CLAIM

The Project Company may not make any Claim or requisition, rescind or terminate this deed, the Motorway Stratum Lease or any lease of Additional Land because it receives notice from RMS pursuant to section 3 or because any Easement is created.

5. REGISTRATION

The parties will use reasonable endeavours to execute and obtain the registration of any Easements which are granted by RMS in favour of the Project Company or any provider of services and utilities or any infrastructure owners or any third parties under this Schedule 19 as soon as practicable after the Date of Completion of the relevant Stage. In the event that any Easement which RMS has granted to the Project Company cannot be registered, the parties agree that such Easement will take effect as a binding deed between them until the termination of this deed. The parties will register any such Easement as soon as practicable if it becomes registrable at a later date.

Appendix A - Easements which may be created by RMS benefiting or burdening the Motorway Stratum

Easements created for the purposes of:

- (a) providing public or private access to or egress from the Motorway Stratum, the Licensed Maintenance Areas, any Additional Land or other land adjacent to or in the vicinity of that land (**adjacent land**);
- (b) providing access to or support of structures erected or to be erected on the Motorway Stratum or the Licensed Maintenance Areas or the adjacent land;
- (c) providing access to or support for the structures of any railway infrastructure;
- (d) providing road or rail or other infrastructure or other services including, but not limited to, water, drainage, sewerage, gas and other fuels, electricity, telephone and electronic communications to, or to pass through, the Motorway Stratum or any Additional Land or to pass through the Licensed Maintenance Areas or the adjacent land and access to any such services;
- (e) providing any statutory easements; and
- (f) satisfying any requirements of the Project Deed or the SWTC,

or for any other purpose reasonably requested by an owner of adjacent land (including for drainage purposes) or provided under Division 4 of Part 6 of the *Conveyancing Act 1919* (NSW).

Appendix B - Easements to be created benefiting or burdening the Motorway Stratum at the request of the Project Company

Easements created (and contemplated by section 2) which benefit or burden the Motorway Stratum for:

- (g) access to structural support for rock anchors, columns, footings, beams, structural support and other structures protecting and/ or supporting the Motorway Structure;
- (h) access to adjacent land to connect Utility Services from the Motorway Stratum to the Motorway Control Centre;
- (i) access to adjacent land for maintenance purposes for:
 - (i) access to and egress from the ventilation stack buildings; and
 - (ii) access to and egress from the Motorway Control Centre;
- (j) access to the land and airspace within a 2 metre radius of outside of the ventilation stack for the purposes of maintaining the façade of the ventilation stack;
- (k) providing support for structures and access for maintenance purposes to the Motorway; and
- (l) other than as referred to in this Appendix B, satisfying any requirements to be satisfied by the Project Company pursuant to this deed or the SWTC.

SCHEDULE 20

Requirements of Third Party Agreements

(Clause 9.18)

There are no Third Party Agreements as at the M4 East Amendment Date, but this schedule may be populated with requirements of Third Party Agreements that are entered into after the execution of this deed.

SCHEDULE 21

Not Used

SCHEDULE 22

Process for granting Motorway Stratum Lease

(Clauses 11.1 and 18.1)

Part 1 – M4 East

1. DEFINITIONS

In this Part 1 of Schedule 22:

Additional Land means any land acquired or obtained by the Project Company pursuant to clause 11.4(b)(i).

Commencement Date means the earlier of:

- (a) the Date of Completion; or
- (b) the Motorway Opening Date.

LPI means Land and Property Information NSW.

Motorway Structure means:

- (a) the excavated areas for permanent works including those for the tunnels, walls, columns, footings, beams, retaining walls, ramps, cross passages, ventilation systems, plant room, sub-stations and emergency access tunnels which will form part of the Motorway and which are generally as shown in the "Typical Cross Sections" attached as Appendix A of Part 1; and
- (b) the rock anchors, columns, footings, beams, structural support and other structures installed for the purposes of protecting and/or supporting the permanent works referred to in paragraph (a) above.

Real Property Act means the *Real Property Act 1900* (NSW).

Registered Surveyor means the surveyor appointed by the Project Company (or its Subcontractor) for the purposes of paragraph 2 and who is:

- (a) registered under New South Wales law; and
- (b) appointed on terms and conditions reasonably acceptable to RMS (which terms must include an acknowledgement that the surveyor owes a duty of care to RMS).

RMS Surveyor means a surveyor appointed by RMS and notified in writing to the Project Company.

Termination Date means the earlier to occur of:

- (a) the Expiry Date; and
- (b) the date upon which this deed is terminated pursuant to clause 31.

2. "AS BUILT" ENGINEERING SURVEYS

- (a) The Project Company must, before the date which is 12 months after the Date of Completion:
- (i) carry out an "as built" engineering survey, in accordance with RMS Specifications G71 and G73, of:
 - (A) the works comprising the Motorway Structure;
 - (B) any areas of land required for Easements (if any); and
 - (C) any Extra Land on which the Project Company has constructed permanent works;
 - (ii) as a consequence of carrying out the "as built" engineering survey in accordance with this paragraph 2, prepare and deliver to each of RMS and the RMS Surveyor:
 - (A) one hard copy of the "work as executed" drawings and one electronic copy of them in .pdf format and in .dxf format (or such other format as may be agreed by the parties); and
 - (B) one three dimensional computer model in .dxf format (or such other format as may be agreed by the parties),
of the Motorway Structure;
 - (iii) ensure that the "work as executed" drawings and the computer model referred to in paragraph 2(a)(ii) specify:
 - (A) all stratum heights, widths and depths of the Motorway Structure referenced in the Map Grid of Australia (**MGA**) and the Australian Height Datum (**AHD**);
 - (B) the three dimensional co-ordinates referenced to MGA and AHD defining the location of the Motorway Structure;
 - (C) the three dimensional co-ordinates referenced to MGA and AHD defining the boundaries of the Licensed Maintenance Areas (if any) which will be the parcels of land and airspace agreed pursuant to paragraph 2(b);
 - (D) the three dimensional co-ordinates referenced to MGA and AHD of all Utility Service Works in accordance with Australian Standard AS5488 requirements:
 - (aa) to the extent the relevant Utility Service has been relocated during construction of the Motorway Structure; or
 - (bb) where the relevant Utility Service remains in its original position, to the extent the location of the relevant Utility Service is identified in undertaking the Project Company's Activities; and
 - (E) the three dimensional co-ordinates referenced to MGA and AHD defining the interface boundaries between the Motorway Structure and:
 - (1) the M4 West Motorway; and
 - (2) the M4 South;

- (iv) ensure that the "work as executed" drawings referred to in this paragraph 2:
 - (A) include cross-section plans at 20 metre chainage intervals including sectional changes and a long section plan for each carriageway of the Motorway and cross passages within the Motorway Structure; and
 - (B) are certified by a Registered Surveyor:
 - (aa) to be complete and accurate;
 - (bb) to have been prepared in accordance with and to meet the requirements of this paragraph 2;
 - (cc) to be adequate for the determination by RMS of all boundaries of the Easements;
 - (dd) to be adequate for the determination by RMS that the Motorway Structure has been constructed, or are situated, within the M4 East Motorway Site; and
 - (v) the obligations of the Project Company under this paragraph 2 do not include the preparation of cadastral drawings or surveys, the provision of information relating to titles or title surveys.
- (b) The parties acknowledge and agree that the Licensed Maintenance Areas will only comprise those areas of land (if any) generally as shown in the indicative outline plans and drawings which appear in Appendix A.2 to the M4 East SWTC, subject to any changes to those areas of land which are agreed or determined in accordance with paragraph 2A.

2A. M4 EAST MOTORWAY SITE, M4 EAST MOTORWAY STRATUM AND THE LICENSED MAINTENANCE AREAS

Without limiting clause 11.4 of this deed, the parties acknowledge and agree as follows:

- (a) the Project Company may notify RMS that:
 - (i) the tunnel substratum referred to in Part B of Part 1 of the Site Access Schedule;
 - (ii) the M4 East Motorway Stratum; and/or
 - (iii) the Licensed Maintenance Areas,

require further refinement and amendment and may request that further refinement and amendment be agreed or determined in accordance with this paragraph 2A;
- (b) as soon as practicable after the M4 East Amendment Date, RMS and the Project Company must form a project team which:
 - (i) comprises at least one member from each of RMS, the Project Company and the M4 East Contractor; and
 - (ii) meets regularly to discuss and seek to agree the areas to comprise the Motorway Site specified in Part B of Part 1 of the Site Access Schedule, the M4 East Motorway Stratum and the Licensed Maintenance Areas by the date which

is 12 months before the relevant dates for access set out in the tables in Part B of Part 1 of the Site Access Schedule;

- (c) the following principles will be applied in agreeing or determining the M4 East Motorway Site specified in Part B of Part 1 of the Site Access Schedule, the M4 East Motorway Stratum and the Licensed Maintenance Areas:
 - (i) the M4 East Motorway Stratum will be an underground stratum lot limited in height, width and depth;
 - (ii) the M4 East Motorway Stratum will typically be rectangular in shape when viewed in cross-section, with a variable envelope depending on operational requirements;
 - (iii) the height, width and depth of the stratum lot referred to in paragraph (c)(ii) above will be determined by reference to the Motorway Structure as described in the then current Design Documentation provided by the Project Company;
 - (iv) subject to paragraph (c)(v), the Motorway Site specified in Part B of Part 1 of the Site Access Schedule and the M4 East Motorway Stratum will include the clearance and allowance areas referred to in paragraph 4.2 of Part 1 of the Site Access Schedule, unless otherwise agreed by the parties;
 - (v) the areas referred to in paragraph (c)(iv) above must not extend above ground and must not include areas that are excessive to the Project Company's reasonable operational requirements;
 - (vi) the Licensed Maintenance Areas will be those areas necessary to operate any intelligent transportation system devices (such as variable message signs, closed circuit television, tunnel closure traffic lights and moveable medians) which are:
 - (A) located outside of the M4 East Motorway Stratum;
 - (B) required for the operation of the M4 East Motorway in the M4 East Motorway Stratum; and
 - (C) connected to the Operations Management Control System;
- (d) if the parties are unable to agree on:
 - (i) the amendments to the M4 East Motorway Site specified in Part B of Part 1 of the Site Access Schedule and/or the M4 East Motorway Stratum by the date which is 12 months before the applicable dates for access set out in the tables in Part B of Part 1 of the Site Access Schedule, then RMS may determine these matters by reference to the principles referred to in paragraph 4.2 of Part 1 of the Site Access Schedule; or
 - (ii) the Licensed Maintenance Areas by the date which is 12 months before the applicable dates for access set out in the tables in Part B of Part 1 of the Site Access Schedule, then RMS may, acting reasonably, determine the Licensed Maintenance Areas by reference to what is reasonably necessary to operate the devices referred to in paragraph (c)(vi),and RMS will notify the Project Company of such determination;
- (e) notwithstanding anything to the contrary in this Schedule, any land which the Project Company identifies after the date which is 12 months before the applicable dates for access set out in the tables in Part B of Part 1 of the Site Access Schedule as being

required to be included in the M4 East Motorway Stratum is Extra Land for the purposes of clause 11.4;

- (f) following the M4 East Motorway Site specified in Part B of Part 1 of the Site Access Schedule, the M4 East Motorway Stratum and/or the Licensed Maintenance Areas being agreed or determined in accordance with this paragraph 2A:
 - (i) Part B of Part 1 of the Site Access Schedule is deemed to be amended to include reference to those areas as agreed or determined;
 - (ii) Part C of Part 1 of the Site Access Schedule is deemed to be amended to include the relevant drawings applicable to those areas as agreed or determined;
 - (iii) Part 1 of Schedule 30 is deemed to be amended to include the drawings applicable to those areas as agreed or determined; and
 - (iv) Appendix A.2 of the M4 East SWTC is deemed to be amended to include the drawings applicable to those areas as agreed or determined;
- (g) if paragraph (d) or (e) applies and the Project Company believes (acting reasonably) that an adjustment to the volumetric boundaries of the M4 East Motorway Site specified in Part B of Part 1 of the Site Access Schedule, the M4 East Motorway Stratum or the Licensed Motorway Areas is required to accommodate an adjustment to enable the Project Company to fulfil its obligations in respect of the Project Company's Activities, then:
 - (i) the Project Company may give RMS a written notice requesting that RMS adjust the volumetric boundaries of the M4 East Motorway Site specified in Part B of Part 1 of the Site Access Schedule, the M4 East Motorway Stratum or the Licensed Maintenance Areas (as applicable) at the Project Company's cost; and
 - (ii) if the Project Company gives RMS a written notice pursuant to paragraph (g)(i), RMS must use its best endeavours to promptly procure the land the subject of the Project Company's notice, as if that land was Extra Land for the purposes of clause 11.4; and
 - (iii) the Project Company will not be entitled to make any claim contemplated by this paragraph 2A; and
- (h) for the avoidance of doubt, the dashed blue line shown marked on the plans included in Part 1 of Schedule 30 represents a nominal 10 metre clearance, and is subject to adjustment as contemplated by this paragraph 2A.

3. **MOTORWAY STRATUM LEASE**

- (a) Subject to paragraph 3(e), on the Commencement Date, RMS must grant the Project Company, and the Project Company must accept from RMS:
 - (i) the Motorway Stratum Lease; and
 - (ii) a licence to access the Licensed Maintenance Areas,commencing on the Commencement Date upon and subject to the terms, covenants and conditions set out in the draft lease comprising Exhibit D.
- (b) The commencement of the Motorway Stratum Lease will not relieve or discharge either RMS or the Project Company from the performance of any of its obligations hereunder which remain to be performed at or after the Commencement Date.

- (c) RMS must either insert, or authorise the insertion of, the following in the Motorway Stratum Lease:
 - (i) the Commencement Date, the Termination Date and the Term;
 - (ii) the date of execution of the Motorway Stratum Lease;
 - (iii) the then current title reference for the Motorway Stratum to be demised by the Motorway Stratum Lease and the details of the Licensed Maintenance Areas determined or agreed in accordance with paragraph 2A; and
 - (iv) such other necessary information and formal matters as may be reasonably required to give effect thereto.
- (d) RMS and the Project Company must execute the Motorway Stratum Lease in the following manner:
 - (i) RMS must give the Motorway Stratum Lease and a duplicate of it to the Project Company as soon as practicable after the completion of the documentation contemplated by paragraph 3(c);
 - (ii) the Project Company or its solicitors must return the Motorway Stratum Lease and the duplicate of it within 10 Business Days of receiving it;
 - (iii) RMS must, within 10 Business Days of receiving the Motorway Stratum Lease and the duplicate of it from the Project Company, execute and then return the Motorway Stratum Lease and the duplicate copies to the Project Company;
 - (iv) RMS must promptly produce certificates of title for the Motorway Stratum to the LPI when the Project Company requests it to allow the Project Company to register the Motorway Stratum Lease; and
 - (v) the Project Company must have the Motorway Stratum Lease and the duplicate of it stamped and registered (at the Project Company's cost) and must give to RMS the stamped duplicate of the Motorway Stratum Lease within 10 Business Days of it being stamped as well as a copy of the registered Motorway Stratum Lease certified as true and correct by the LPI within 10 Business Days of it being registered.
- (e) RMS reserves the right to make any necessary alterations to the Motorway Stratum Lease in form or layout to comply with any present or future requirements of the LPI or any other appropriate authority and the Project Company authorises RMS to make those alterations.

4. **ADDITIONAL LAND LEASE**

If Additional Land has been acquired, RMS must:

- (a) if that Additional Land has been acquired or obtained in the form of an easement, grant the benefit of that easement to the Project Company for the benefit of the Project Company and in favour of any other person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by any of them, the rights and obligations under such easements being reasonably acceptable to the Project Company, and register that easement; or
- (b) otherwise, grant a lease of that Additional Land to the Project Company on substantially the same terms and conditions as the Motorway Stratum Lease, except that:

- (i) the Term of the lease of such Additional Land will commence on the date of its grant and expire on the Termination Date of the Motorway Stratum Lease; and
- (ii) paragraph 3 will apply in respect of any lease of such Additional Land as if:
 - (A) references to "Motorway Stratum Lease" in that clause were references to the lease contemplated under this paragraph 4;
 - (B) references to "Motorway Stratum" in that clause were references to the Additional Land;
 - (C) no references were made to "Licensed Maintenance Areas"; and
 - (D) references to "Date of Completion" were to the date on which the Additional Land was acquired.

Appendix A of Part 1 - Typical Cross Sections

Part 2 – M4 West

1. DEFINITIONS

In this Part 2 of Schedule 22:

Additional Land means any land acquired or obtained by the Project Company pursuant to clause 11.4(a)(ii).

Commencement Date means the earlier of:

- (a) the Date of Completion; or
- (b) the Motorway Opening Date.

LPI means Land and Property Information NSW.

Motorway Structure means:

- (a) the excavated areas for permanent works including those for the tunnels, walls, columns, footings, beams, retaining walls, ramps, cross passages, ventilation systems, plant room, sub-stations and emergency access tunnels which will form part of the Motorway; and
- (b) the rock anchors, columns, footings, beams, structural support and other structures installed for the purposes of protecting and/or supporting the permanent works referred to in paragraph (a).

Real Property Act means the *Real Property Act 1900* (NSW).

Registered Surveyor means the surveyor appointed by the Project Company (or its Subcontractor) for the purposes of paragraph 2 and who is:

- (a) registered under New South Wales law; and
- (b) appointed on terms and conditions reasonably acceptable to RMS (which terms must include an acknowledgement that the surveyor owes a duty of care to RMS).

RMS Surveyor means a surveyor appointed by RMS and notified in writing to the Project Company.

Termination Date means the earlier to occur of:

- (a) the Expiry Date; and
- (b) the date upon which this deed is terminated pursuant to clause 31.

2. "AS BUILT" ENGINEERING SURVEYS

- (a) The Project Company must, before the date which is 12 months after the Date of Completion:
 - (i) carry out an "as built" engineering survey, in accordance with RMS Specifications G71 and G73, of:
 - (A) the works comprising the Motorway Structure;
 - (B) any areas of land required for Easements (if any); and

- (C) any Additional Land on which the Project Company has constructed permanent works;
- (ii) as a consequence of carrying out the "as built" engineering survey in accordance with this paragraph 2, prepare and deliver to each of RMS and the RMS Surveyor:
- (A) one hard copy of the "work as executed" drawings and one electronic copy of them in .pdf format and in .dxf format (or such other format as may be agreed by the parties); and
 - (B) one three dimensional computer model in .dxf format (or such other format as may be agreed by the parties),
- of the Motorway Structure;
- (iii) ensure that the "work as executed" drawings and the computer model referred to in paragraph 2(a)(ii) specify:
- (A) all stratum heights, widths and depths of the Motorway Structure referenced in the Map Grid of Australia (**MGA**) and the Australian Height Datum (**AHD**);
 - (B) the three dimensional co-ordinates referenced to MGA and AHD defining the location of the Motorway Structure;
 - (C) the three dimensional co-ordinates referenced to MGA and AHD defining the boundaries of the Licensed Maintenance Areas which will be the parcels of land and airspace agreed pursuant to paragraph 2(b);
 - (D) the three dimensional co-ordinates referenced to MGA and AHD of all Utility Service Works in accordance with Australian Standard AS5488 requirements:
 - (aa) to the extent the relevant Utility Service has been relocated during construction of the Motorway Structure; or
 - (bb) where the relevant Utility Service remains in its original position, to the extent the location of the relevant Utility Service is identified in undertaking the Project Company's Activities; and
 - (E) the three dimensional co-ordinates referenced to MGA and AHD defining the interface boundaries between the Motorway Structure and such other details as reasonably required by RMS;
- (iv) ensure that the "work as executed" drawings referred to in this paragraph 2:
- (A) include cross-section plans at 20 metre chainage intervals including sectional changes and a long section plan for each carriageway of the Motorway and cross passages within the Motorway Structure; and
 - (B) are certified by a Registered Surveyor:
 - (aa) to be complete and accurate;
 - (bb) to have been prepared in accordance with and to meet the requirements of this paragraph 2;

- (cc) to be adequate for the determination by RMS of all boundaries of the Easements;
- (dd) to be adequate for the determination by RMS that the Motorway Structure has been constructed, or are situated, within the Motorway Site; and
- (v) the obligations of the Project Company under this paragraph 2 do not include the preparation of cadastral drawings or surveys, the provision of information relating to titles or title surveys.
- (b) The parties acknowledge and agree that the Licensed Maintenance Areas will be agreed by the parties (both acting reasonably) prior to the Commencement Date.
- (c) Without limiting this paragraph 2, the Project Company must commence the "as built" engineering survey and use its best endeavours to prepare the "work as executed" drawings and computer model referred to in this paragraph 2 in relation to those parts of the Motorway Structure required for the Easements that are within the areas of land the subject of the relevant provisions of the M4 West SPR, prior to the opening of the M4 West pursuant to clause 16.14.

2A M4 WEST MOTORWAY STRATUM

The parties confirm that, as at the M4 East Amendment Date, they have agreed the areas comprising the M4 West Motorway Stratum as defined in the following drawings:

- (a) MMD-333498-C-DR-MS2300-AA-0010;
- (b) MMD-333498-C-DR-MS2300-AA-0020;
- (c) MMD-333498-C-DR-MS2300-AA-0030;
- (d) MMD-333498-C-DR-MS2300-AA-0040;
- (e) MMD-333498-C-DR-MS2300-AA-0050;
- (f) MMD-333498-C-DR-MS2300-AA-0060;
- (g) MMD-333498-C-DR-MS2300-AA-0070;
- (h) MMD-333498-C-DR-MS2300-AA-0080;
- (i) MMD-333498-C-DR-MS2300-AA-0090;
- (j) MMD-333498-C-DR-MS2300-AA-0100;
- (k) MMD-333498-C-DR-MS2300-AA-0110; and
- (l) MMD-333498-C-DR-MS2300-AA-0120.

3. MOTORWAY STRATUM LEASE

- (a) Subject to paragraph 3(e), on the Commencement Date, RMS must grant the Project Company, and the Project Company must accept from RMS:
 - (i) the Motorway Stratum Lease; and
 - (ii) a licence to access the Licensed Maintenance Areas,

commencing on the Commencement Date upon and subject to the terms, covenants and conditions set out in the draft lease comprising Exhibit D.

- (b) The commencement of the Motorway Stratum Lease will not relieve or discharge either RMS or the Project Company from the performance of any of its obligations hereunder which remain to be performed at or after the Commencement Date.
- (c) RMS must either insert, or authorise the insertion of, the following in the Motorway Stratum Lease:
 - (i) the Commencement Date, the Termination Date and the Term;
 - (ii) the date of execution of the Motorway Stratum Lease;
 - (iii) the then current title reference for the Motorway Stratum to be demised by the Motorway Stratum Lease; and
 - (iv) such other necessary information and formal matters as may be reasonably required to give effect thereto.
- (d) RMS and the Project Company must execute the Motorway Stratum Lease in the following manner:
 - (i) RMS must give the Motorway Stratum Lease and a duplicate of it to the Project Company as soon as practicable after the completion of the documentation contemplated by paragraph 3(c);
 - (ii) the Project Company or its solicitors must return the Motorway Stratum Lease and the duplicate of it within 10 Business Days of receiving it;
 - (iii) RMS must, within 10 Business Days of receiving the Motorway Stratum Lease and the duplicate of it from the Project Company, execute and then return the Motorway Stratum Lease and the duplicate copies to the Project Company;
 - (iv) RMS must promptly produce certificates of title for the Motorway Stratum to the LPI when the Project Company requests it to allow the Project Company to register the Motorway Stratum Lease; and
 - (v) the Project Company must have the Motorway Stratum Lease and the duplicate of it stamped and registered (at the Project Company's cost) and must give to RMS the stamped duplicate of the Motorway Stratum Lease within 10 Business Days of it being stamped as well as a copy of the registered Motorway Stratum Lease certified as true and correct by the LPI within 10 Business Days of it being registered.
- (e) RMS reserves the right to make any necessary alterations to the Motorway Stratum Lease in form or layout to comply with any present or future requirements of the LPI or any other appropriate authority and the Project Company authorises RMS to make those alterations.

4. **ADDITIONAL LAND LEASE**

If Additional Land has been acquired, RMS must:

- (a) if that Additional Land has been acquired or obtained in the form of an easement, grant the benefit of that easement to the Project Company for the benefit of the Project Company and in favour of any other person who is at any time entitled to an estate or interest in possession in the benefited land and every person authorised by

any of them, the rights and obligations under such easements being reasonably acceptable to the Project Company, and register that easement; or

- (b) otherwise, grant a lease of that Additional Land to the Project Company on substantially the same terms and conditions as the Motorway Stratum Lease, except that:
 - (i) the Term of the lease of such Additional Land will commence on the date of its grant and expire on the Termination Date of the Motorway Stratum Lease; and
 - (ii) paragraph 3 will apply in respect of any lease of such Additional Land as if:
 - (A) references to "Motorway Stratum Lease" in that clause were references to the lease contemplated under this paragraph 4;
 - (B) references to "Motorway Stratum" in that clause were references to the Additional Land;
 - (C) no references were made to "Licensed Maintenance Areas"; and
 - (D) references to "Date of Completion" were to the date on which the Additional Land was acquired.

SCHEDULE 23

Not used

SCHEDULE 24

Not Used

SCHEDULE 25

Not Used

SCHEDULE 26

Site Access Schedule

(Clause 11.1)

Part 1 – M4 East

1 DEFINITIONS

Words and expressions not defined in this Site Access Schedule (Schedule) will have the same meaning as the words and expressions defined in this deed, except to the extent to which the context otherwise requires, and:

- (a) Mainline Tunnel Chainage means the chainage marked in black in the Construction Site (Surface land) drawings attached to Part C of this Schedule.
- (b) Project Site means the areas identified as such in Part A (Construction Site (Surface land)), Part B (Construction Site (Substratum land)), and Part C (Construction Site Drawings) of this Schedule.
- (c) Construction Site Drawings means the plans on the CDs attached to Part C to this Schedule. A parcel of land shown on a Construction Site Drawing may have one or more of its boundaries defined by reference to co-ordinates as shown on that Construction Site Drawing (either in addition to, or in the place of, any boundary shown on a deposited plan).
- (d) Ramps Chainage means the chainage marked in red in the Construction Site (Surface land) drawings attached to Part C of this Schedule.
- (e) Temporary Areas means the areas identified as such in Part A (Construction Site (Surface land)) and Part C (Construction Site Drawings) of this Schedule.

2 INTRODUCTION

- (a) This Schedule contains three parts:
 - (i) Part A – Construction Site (Surface land);
 - (ii) Part B – Construction Site (Substratum land); and
 - (iii) Part C – Construction Site Drawings.
- (b) Part A of the Schedule is subject to the requirements of:
 - (i) the Project Documents; and
 - (ii) any other document or condition referred to in this Schedule or in the "Conditions of Access" column of this Schedule,

and, in particular, must be read in conjunction with clauses 11.3, 11.4 and 18 of this deed, Schedules 2, 17 and 19 to this deed and sections 1.3 and 6.1 of, and Appendix A.2 to the M4 East SWTC.

- (c) Part B of the Schedule is subject to the requirements of:

- (i) the Project Documents; and
- (ii) any other document or condition referred to in this Schedule.

and, in particular, must be read in conjunction with clauses 11.3, 11.4 and 18 of this deed, Schedule 2, 17, 19 and 22 to this deed and sections 1.3 and 6.1 of, and Appendix A.2 to the M4 East SWTC.

- (d) Part C of the Schedule contains the Construction Site Drawings.

3 EXPLANATION OF PART A – CONSTRUCTION SITE (SURFACE LAND)

3.1 Explanation of tables

Part A of this Schedule comprises 12 columns as follows:

- (a) SAS No is the number marking and identifying each specific parcel of land within the Construction Site (Surface land) drawings attached to Part C of this Schedule.
- (b) Lot No is the registered lot number of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule (where applicable).
- (c) DP/SP No is the deposited plan number of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule (where applicable).
- (d) Title Ref is the folio identifier in respect of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule (where applicable).
- (e) Location is the street address (or, where applicable, description of the location of Local Road, Motorway Reserve Land, or other parcel of land) in respect of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule.
- (f) Required Area is the required area of the specific parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule. In the "Required Area" column of Part A of this Schedule:
 - (i) "Full Area" indicates that the relevant parcel of land comprises all of the lot shown in the "Lot" column";
 - (ii) "PT AREA" indicates that the relevant parcel of land shown in the Construction Site (Surface land) drawings (and, if referred to in the "Drawing References" column, any accompanying sketches) comprises part (but not all) of the lot shown in the "Lot" column; and
 - (iii) "PT (air)" indicates that the relevant area of air space above the ground of the lot shown in the "Lot" column is required to accommodate part of a bridge cantilever, however, no land of this equivalent area comprising part of the lot shown in the "Lot" column is required.
- (g) Date for Access is the date on which RMS will give the Project Company access to the parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule and must be read in conjunction with the "Conditions of Access" column of Part A of this Schedule.

- (h) Extent of Work is the type of works (either Project Works or Temporary Works) that may be carried out on the parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule.
- (i) Conditions of Access either:
 - (i) contains a cross reference to a document (which may be an Annexure to this Schedule) including terms and conditions;
 - (ii) specifies the actual terms and conditions; or
 - (iii) specifies no further terms and conditions,
 which the Project Company must comply with in respect of the use and occupation of the relevant parcel of land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule.
- (j) Area Type is the categorisation of the land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule as either part of the Project Site or a Temporary Area.
- (k) Temporary Areas with Permanent Works is a description of land which is a Temporary Area which will have permanent works constructed on them as part of the Project Works (where applicable), and subject to clause 3.3 of this Schedule below.
- (l) Drawing Reference refers to the Construction Site Drawing on which the land corresponding with the relevant number in the "SAS No" column of Part A of this Schedule is shown.

3.2 General terms and conditions of access

- (a) The contents of the "Conditions of Access" column do not limit the Contractor's obligations to comply with the M4 East SWTC and the Project Documents.
- (b) Any conditions set out or referred to in Appendix 2 to the M4 East SWTC that apply in respect of:
 - (i) the Motorway Site; or
 - (ii) Temporary Areas,
 are deemed to be included in the "Conditions of Access" column of this Schedule where relevant with respect to any parcel of land.
- (c) The Project Company's obligations under clause 11.3 of this deed and section 6.1 of the M4 East SWTC are deemed to be included in the "Conditions of Access" column of this Schedule where relevant with respect to any parcel of land.

3.3 Temporary Areas with permanent works

Despite clause 11.4 of this deed, the parties acknowledge and agree that the lots, or parts of the lots, with a description in the "Temporary Areas with Permanent Works" column in Part A of this Schedule will have permanent works constructed on them as part of the Project Works even though the lots are Temporary Areas and clause 11.4 of this deed will not apply to them.

4 EXPLANATION OF PART B – CONSTRUCTION SITE (SUBSTRATUM LAND)

4.1 Explanation of tables

Part B of this Schedule comprises 3 tables as follows:

(a) Table 1: Mainline Tunnel

The Date for Access for each section of the mainline tunnels, as defined by Mainline Tunnel Chainage, is listed in Table 1 which is the date on which RMS will give the Project Company access to the relevant chainage of the sub-stratum parcel of land referred to in Table 1 which chainage is shown in:

- (i) the Project Company's Modified Design included in Appendix E.3 of the M4 East SWTC; and
- (ii) the Construction Site (Substratum land) drawings attached to Part C of this Schedule.

(b) Table 2: Tunnel Ramps

The Date for Access for each section of ramps, as defined by the Ramps Chainage, is listed in Table 2 which is the date on which RMS will give the Project Company access to the relevant chainage of the sub-stratum parcel of land referred to in Table 2 which chainage is shown in:

- (i) the Project Company's Modified Design included in Appendix E.3 of the M4 East SWTC; and
- (ii) the Construction Site (Surface land) drawings attached to Part C of this Schedule.

(c) Table 3: Ventilation Tunnels and Temporary Access Tunnels

The Date for Access for each section of tunnel declines is listed in Table 3 which is the date on which RMS will give the Project Company access to the relevant area of the sub-stratum parcel of land referred to in Table 4 which chainage is shown in:

- (i) the Project Company's Modified Design included in Appendix E.3 of the M4 East SWTC; and
- (ii) the Construction Site (Surface land) drawings attached to Part C of this Schedule.

(d) Table 4: Dives and Cut-And-Covers

The Date for Access for each of the dives and cut-and-covers is listed in Table 4 which is the date on which RMS will give the Project Company access to the relevant area of the sub-stratum parcel of land referred to in Table 4.

4.2 Substratum corridor principles

The parties acknowledge that the substratum corridor is defined by a model which is represented by drawings defining the "Tunnel Substratum Boundary", copies of which are attached to Part C of this Schedule, and have been prepared having regard to the principles set out below:

(a) Offsets from control strings

Offsets from the concept design control strings have been calculated to give 10 metres minimum plan clearance from the external sides of the mainline tunnels.

(b) Clearance around service adits, maintenance bays, connections to shafts, and the like

The clearance around service adits, maintenance bays, tunnel connections to shafts, and the like are generally a minimum 10 metres. The vertical exhaust shafts are within the surface foot-print and are therefore shown in the land to be acquired.

(c) Substratum for dive structures

The substratum for dive structures is generally typically within the Motorway corridors or in current RMS land, except in the vicinity of Cintra Park, and at the eastern end in the vicinity of Parramatta Road Ashfield. Where ground anchors have been foreseen an allowance of 20m has been made compared to the excavation pits, or relevant earth retaining structures.

(d) Definition of the top of the substratum

The substratum has been defined as 10m above tunnel crown.

(e) Other clearance areas

To the extent that there are any other structures or items requiring clearance and such structures or items requiring clearance and such structures or items are not described in (a) – (d) above, a clearance of 10 metres from the outer edge of the relevant structure or item will apply.

(f) Modified Design background information

This substratum is based on the updated Modified Design dated March 2015 as shown on the attached drawings and accommodates the safeguarding for a future M4 South Connection.

(g) Design development

Further amendments to the tunnel substratum and the areas comprising the "Project Site" are to be expected during the development of alignment design after Financial Close and the process in paragraph 2A of Part 1 of Schedule 22 of this deed will apply in this respect.

Part A – Surface land

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
1				Separable Portion 1 to the M4 West Project, as defined at Note 1	Full Area	31-Oct-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
2				Remaining M4 Widening Connection Land, as defined at Note 2	Full Area	22-Mar-17	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
3	13	839591	13/DP839591	M4 Motorway Reserve Land Note 3	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
4	1	883387	1/DP883387	10 Homebush Bay Drive, Homebush	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1 Sketch SR 2378 - Sheets 1-3
5	101	749563	101/DP749563	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
6	24	225456	24/DP225456	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 1
7	14	264402	14/DP264402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
8		SP85957	SP85957	7-9 Verley Drive, Homebush	PT (air)	15-Jun-16	Project Works	Partial acquisition of aerial stratum. Provision of driveway access to residences at SP85957	Project Site		M4 East Construction Site (Surface Land) - Sheet 2 Sketch SR 2395

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
								required on 24 hrs per day, 7 days per week.			
9	15	264402	15/DP264402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
10				M4 Motorway Reserve Land adjacent to Verley Drive, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
11	16	264402	16/DP264402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
12				M4 Motorway Reserve Land adjacent to Wentworth Road, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
13	9	264402	9/DP264402	46 Pomeroy Street, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 2
14	17	264402	17/DP264402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
15				M4 Motorway Reserve Land adjacent to Short Street, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
16	12	1061157	12/DP1061157	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
17	13	1061157	13/DP1061157	7 Short Street, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
18	18	264402	18/DP264402	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
19	101	1030038	101/DP1030038	4-8 Short Street, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
20	20	1031702	20/DP1031702	4 Short Street, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 2
21	9	958678	9/DP958678	2 Short Street, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 2
22	17	711389	17/DP711389	85-103 Underwood Road, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
23	10	260729	10/DP260729	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
24	7	260729	7/DP260729	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
25	21	711389	21/DP711389	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
26	18	711389	18/DP711389	85-103 Underwood Road, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 2
27				Portion of Local Road, Underwood Road, Homebush, north of M4 Motorway Reserve Land. Note 3	PT Area	15-Jun-16	Temporary Works	Existing access along Underwood Rd required on 24 hrs per day, 7 days per week	Temporary Area	Reinstate this portion of Underwood Road over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 2

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
28				M4 Motorway Reserve Land at Underwood Road, Homebush	Full Area	01-Jan-16	Project Works	Existing access along Underwood Rd required on 24 hrs per day, 7 days per week	Project Site		M4 East Construction Site (Surface Land) - Sheet 2
29	D	15312	D/DP15312	86 Underwood Road, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
30	C	15312	C/DP15312	88 Underwood Road, Homebush	PT Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
31	C	15312	C/DP15312	88 Underwood Road, Homebush	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
32	101	874681	101/DP874681	90 Underwood Road, Homebush	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
33	3	130612	3/DP130612	92 Underwood Road, Homebush	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
34	X	359920	X/DP359920	92 Underwood Road, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
35	100	874681	100/DP874681	53 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
36	38	15312	38/DP15312	55 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
37	39	15312	39/DP15312	57 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
38	40	15312	40/DP15312	59 Ismay Avenue, Homebush	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
39	B	397762	B/DP397762	Lot associated with 59 Ismay Avenue Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
40	41A	321739	41A/DP321739	61 Ismay Avenue, Homebush	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
41	42B	321739	42B/DP321739	63 Ismay Avenue, Homebush	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
42	2	609880	2/DP609880	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
43	2	301919	2/DP301919	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
44	A	397762	A/DP397762	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
45	23	559425	23/DP559425	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
46	2	612409	2/DP612409	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
47	1	612409	1/DP612409	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
48	B	318010	B/DP318010	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
49	43	15312	43/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
50	44	15312	44/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
51	45	15312	45/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
52	46	15312	46/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
53	1	126150	1/DP126150	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
54	2	126150	2/DP126150	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
55				M4 Motorway Reserve Land at Ismay Avenue, Homebush	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
56				Portion of Local Road, Ismay Avenue, Homebush, north of M4 Motorway Reserve Land. Note 3	PT Area	31-May-16	Temporary Works	Provision of access to residences on either side of this portion of Ismay Street required on 24 hrs per day, 7 days per week until residences	Temporary Area	Reinstate this portion of Ismay Avenue over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
								acquired			
57	6	15561	6/DP15561	6 Allen Street, Homebush	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
58	5A	15561	5A/DP15561	8 Allen Street, Homebush	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
59	5	15561	5/DP15561	10 Allen Street, Homebush	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
60	4A	15561	4A/DP15561	70 Ismay Avenue, Homebush	Full Area	04-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
61	4	15561	4/DP15561	72 Ismay Avenue, Homebush	Full Area	04-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
62	3	15312	3/DP15312	74 Ismay Avenue, Homebush	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
63	13	711389	13/DP711389	8 Allen Street, Homebush	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
64	2	15312	2/DP15312	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
65	14	711389	14/DP711389	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
66	23	711389	23/DP711389	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) -

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
											Sheet 3
67	11	731362	11/DP731362	M4 Motorway Reserve Land	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3
68	2	1002876	2/DP1002876	15 Parramatta Road, Homebush	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3 Sketch SR 2390
69	2	1002876	2/DP1002876	15 Parramatta Road, Homebush	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3 Sketch SR 2390
70	1	1002876	1/DP1002876	20-32 George Street, North Strathfield	PT (air)	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 3 Sketch SR 2390
71	103	717983	103/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
72	106	717983	106/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
73	100	717983	100/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
74	105	717983	105/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
75	15	262881	15/DP262881	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
76	101	717983	101/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
77	104	717983	104/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
78	102	717983	102/DP717983	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 3
79				Portion of State Road, Sydney Street, North Strathfield, between M4 Motorway and Concord Road. Note 3	PT Area	15-Jun-16	Temporary Works	Existing access along Sydney Street from the M4 Motorway to Concord Road is required on 24 hrs per day, 7 days per week. Provision of access to residences on either side of this portion of Sydney Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Reinstate this portion of Sydney Street over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 4
80	35	1835	35/DP1835	Part of 23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
81	36	1835	36/DP1835	Part of 23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
82	37	1835	37/DP1835	23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
83	38	1835	38/DP1835	Part of 23 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
84	A	403812	A/DP403812	21 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
85	B	403812	B/DP403812	19 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
86	2	533421	2/DP533421	17 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
87	1	533421	1/DP533421	15 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
88	43	1835	43/DP1835	13 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
89	44	1835	44/DP1835	Part of 13 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
90	45	1835	45/DP1835	Part of 11 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
91	46	1835	46/DP1835	Part of 11 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
92	47	1835	47/DP1835	Part of 11 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
93	48	1835	48/DP1835	9B Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
94	49	1835	49/DP1835	9A Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
95	50	1835	50/DP1835	9 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
96				Portion of Concord Lane, North Strathfield, between Sydney Street and Carrington Lane. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Concord Lane required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Reinstate this portion of Concord Lane over the M4 East Cut-and-Cover	M4 East Construction Site (Surface Land) - Sheet 4
97	57	1835	57/DP1835	Part of 72 Concord Road, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
98	56	1835	56/DP1835	Part of 72 Concord Road, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
99	55	1835	55/DP1835	Part of 70 Concord Road, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
100	54	1835	54/DP1835	Part of 70 Concord Road, North Strathfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
101	1	126473	1/DP126473	Part of 68 Concord Road, North Strathfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
102	2	126473	2/DP126473	Part of 68 Concord Road, North Strathfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
103				M4 Motorway Reserve Land, from the boundary of Lot 11 DP731362 to Parramatta Road, including viaduct and land between Sydney Street and Parramatta Road, North Strathfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
104	10	719909	10/DP719909	60 Sydney Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
105	11	719909	11/DP719909	58 Sydney Street, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
106	10	747076	10/DP747076	56 Sydney Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
107	3	319089	3/DP319089	54C Sydney Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
108	3	319089	3/DP319089	54C Sydney Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
109	2	319089	2/DP319089	54B Sydney Street, North Strathfield	PT Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
110	2	319089	2/DP319089	54B Sydney Street, North Strathfield	PT Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
111	1	319089	1/DP319089	54A Sydney Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
112	1	319089	1/DP319089	54A Sydney Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
113				Local Road Bridge Lane, North Strathfield	Full Area	15-Jun-16	Project Works	Provision of access to residences on the northern side of Bridge Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
114	14	719909	14/DP719909	8 Young Street, North Strathfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
115				Portion of Young Street, North Strathfield. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Young Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
116				Portion of Young Street, North Strathfield. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Young Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
117	1	125985	1/DP125985	23 Young Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
118	2	1835	2/DP1835	23 Young Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
119	1	115469	1/DP115469	21 Young Street, North Strathfield	Full Area	31-May-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
120	1	934474	1/DP934474	19 Young Street, North Strathfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
121	1	930533	1/DP930533	19 Young Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
122	1	930533	1/DP930533	19 Young Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
123	1	931432	1/DP931432	17 Young Street, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
124	1	931432	1/DP931432	17 Young Street, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
125	2	115469	2/DP115469	15 Young Street, North Strathfield	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
126				Portion of Taylor Lane, North Strathfield. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Taylor Lane required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
127				Portion of Taylor Lane, North Strathfield. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Taylor Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
128	5	703453	5/DP703453	66 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
129	4	703453	4/DP703453	66 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
130	3	703453	3/DP703453	64 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
131	2	703453	2/DP703453	64 Concord Road, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
132		SP 7775	SP 7775	Units 1-5, including common property, 60 Concord Road, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
133		SP 7775	SP 7775	Units 1-5, including common property, 60 Concord Road, North Strathfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
134	4	34203	4/DP34203	99 Concord Road, Concord	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western part of lot	M4 East Construction Site (Surface Land) - Sheet 4
135	5	34203	5/DP34203	97 Concord Road, Concord	PT Area	15-Jun-16	Temporary Works	Provision of access to residence required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Concord Road on partial lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2384
136	9	7594	9/DP7594	10 Thornleigh Avenue, Concord (also fronts Concord Rd)	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on partial lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2383
137	8	7594	8/DP7594	10 Thornleigh Avenue, Concord (also fronts Concord Rd)	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on partial lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2383
138	7	963608	7/DP963608	91 Concord Road, Concord	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
139	1	126626	1/DP126626	89 Concord Road, Concord	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
140	1	985123	1/DP985123	87 Concord Road, Concord	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
141	2	95884 2	2/DP9588 42	85 Concord Road, Concord	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
142	1	95884 2	1/DP9588 42	83 Concord Road, Concord	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Concord Road on western quarter of lot	M4 East Construction Site (Surface Land) - Sheet 4
143	1	31093 4	1/DP3109 34	81 Concord Road, Concord	PT Area	15-Jun-16	Temporary Works	Provision of alternate access to Church property and parking area required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Concord Road on partial acquisition of lot	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2347
144				Portion of Sydney Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on south side of this portion of Sydney Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
145				Portion of Sydney Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on south side of this portion of Sydney Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Constructed works on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 4
146	2	7594	2/DP7594	79 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
147	1	7594	1/DP7594	77 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
148	96	7594	96/DP7594	54 Sydney Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
149	95	7594	95/DP7594	52 Sydney Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
150	94	7594	94/DP7594	50 Sydney Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
151	6	4500	6/DP4500	75 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
152	5	4500	5/DP4500	73 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
153	4	4500	4/DP4500	71 Concord Road, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
154				Portion of Concord Road, Concord, between Sydney and Edward Streets. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
155				Edward Lane, Concord, north of Edward Street. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Edward Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
156	7	4500	7/DP4500	23 Edward Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
157	1	301817	1/DP301817	21 Edward Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
158	2	301817	2/DP301817	19 Edward Street, Concord	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
159				Portion of Edward Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Edward Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4
160				Portion of Edward Street, Concord, east of Concord Road. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Edward Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Constructed works on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 4
161	41	4500	41/DP4500	24 Edward Street, Concord	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
162	42	4500	42/DP4500	26 Edward Street, Concord	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
163				Portion of Edward Lane, Concord, between Edward and Alexandra Streets. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Edward Lane required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
164	C	370133	C/DP370133	28 Edward Street, Concord	Full Area	31-May-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
165	18	719909	18/DP719909	69 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
166	19	719909	19/DP719909	67 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
167	20	719909	20/DP719909	65 Concord Road, Concord	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
168				Portion of Alexandra Street, Concord, between M4 Motorway and Edward Lane. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
169	21	719909	21/DP719909	63 Concord Road, Concord	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4
170	21	719909	21/DP719909	63 Concord Road, Concord	PT Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
171	22	719909	22/DP719909	Adjacent to M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
172	23	719909	23/DP719909	Adjacent to M4 Motorway, North Strathfield	Full Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 4
173	37	719909	37/DP719909	M4 Motorway, North Strathfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 4

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
174	50	785451	50/DP785451	153-165 Parramatta Road, North Strathfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 4 Sketch SR 2396
175	7301	1159824	7301/DP1159824	Parramatta Road frontage to Concord Oval, Concord	PT Area	01-Feb-16	Temporary Works	Access subject to a licence of some areas back to Council, to access its wastewater treatment facility	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 5 Sketch SR 2346
176	7301	1159824	7301/DP1159824	Parramatta Road frontage to Concord Oval, Concord	PT Area	01-Feb-16	Project Works	Access subject to a licence of some areas back to Council, to access its wastewater treatment facility	Project Site		M4 East Construction Site (Surface Land) - Sheet 5 Sketch SR 2346
177	7302	1159824	7302/DP1159824	Parramatta Road frontage to Concord Oval, Concord	Full Area	01-Feb-16	Project Works	Access subject to a licence of some areas back to Council, to access its wastewater treatment facility	Project Site		M4 East Construction Site (Surface Land) - Sheet 5 Sketch SR 2346
178	64	4612	64/DP4612	269 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
179	63	4612	63/DP4612	269 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
180	50	719977	50/DP719977	257-261 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
181	51	719977	51/DP719977	257-261 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
182	52	719977	52/DP719977	257-261 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
183	53	719977	53/DP719977	253-255 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
184	54	719977	54/DP719977	253-255 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
185	115	4612	115/DP4612	1 Wolseley Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
186	114	4612	114/DP4612	3 Wolseley Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
187	1	933225	1/DP933225	2 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
188	1	933407	1/DP933407	4 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
189				Portion of Local Road, Northcote Street, Haberfield, north of Parramatta Road. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Northcote Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Reinstate this portion of Northcote Street	M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
190	55	719977	55/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
191	56	719977	56/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
192	57	719977	57/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
193	58	719977	58/DP719977	245 Parramatta Road, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
194	B	391272	B/DP391272	1 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
195	A	391272	A/DP391272	3 Northcote Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
196	1	239458	1/DP239458	2 Wattle Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
197	2	239458	2/DP239458	2 Wattle Street, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
198	1	655550	1/DP655550	237-239 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
199	B	306471	B /DP306471	237-239 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
200	C	306471	C /DP306471	235 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
201	D	306471	D/DP306471	233 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
202	E	306471	E/DP306471	231 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
203	X	384779	X /DP384779	229 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
204	Y	384779	Y/DP384779	227 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
205	B	433998	B /DP433998	225 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
206	1	342078	1/DP342078	219 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
207	2	342078	2/DP342078	2A Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
208	F	306471	F /DP306471	1A Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
209	1	946115	1/DP946115	1 Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
210	1	946514	1/DP946514	3 Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
211	511	880007	511/DP880007	5 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
212	511	880007	511/DP880007	5 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
213	512	880007	512/DP880007	5A Wattle Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
214		SP6334	SP6334	Units 1-8, 7 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
215		SP6334	SP6334	Units 1-8, 7 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
216	49	1756	49/DP1756	9 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
217	49	1756	49/DP1756	9 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
218	148	129987	148/DP129987	11 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
219	148	129987	148/DP129987	11 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
220		SP7612	SP7612	Units 1-10, 13 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
221		SP7612	SP7612	Units 1-10, 13 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
222	1	129933	1/DP129933	17 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
223	1	129933	1/DP129933	17 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
224	A	443459	A/DP443459	4 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
225	B	443459	B/DP443459	4A Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
226	8	1756	8/DP1756	6 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
227	A	106839	A/DP106839	8 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
228	B	106839	B/DP106839	10 Walker Avenue, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
229	A	396733	A/DP396733	12 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
230	B	396733	B/DP396733	14 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
231	1	955345	1/DP955345	16 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
232	1	953328	1/DP953328	18 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
233	12	130584	12/DP130584	20 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
234	13/B	1756	13/B/DP1756	22 Walker Avenue, Haberfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
235	45	1756	45/DP1756	19 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
236	45	1756	45/DP1756	19 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
237	1	420234	1/DP420234	21 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
238	1	420234	1/DP420234	21 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
239	2	420234	2/DP420234	21A Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
240	2	420234	2/DP420234	21A Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
241	B	437965	B/DP437965	23 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
242	B	437965	B/DP437965	23 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
243	A	437965	A/DP437965	25 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
244	A	437965	A/DP437965	25 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
245		SP6501	SP6501	Units 1-8, 27 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
246		SP6501	SP6501	Units 1-8, 27 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
247				Portion of Local Road Allum Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Project Works	Provision of access to residences on either side of this portion of Allum Street required on 24 hrs per day, 7 days per week until residences acquired	Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
248				Portion of Local Road Allum Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Temporary Works	Provision of access to residences on either side of this portion of Allum Street required on 24 hrs per day, 7 days per week until residences acquired	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
249	2	552460	2/DP552460	29-31 Wattle Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
250		SP6270	SP6270	Units 1-10, 29 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
251		SP6270	SP6270	Units 1-10, 29 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
252	1	930245	1/DP930245	33 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
253	1	930245	1/DP930245	33 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
254	1	930244	1/DP930244	35 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
255	1	930244	1/DP930244	35 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
256	C	900892	C/DP900892	37 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
257	C	900892	C/DP900892	37 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
258	B	900892	B/DP900892	39 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
259	B	900892	B/DP900892	39 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
260	B	108707	B/DP108707	41 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
261	B	108707	B/DP108707	41 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
262	A	108707	A/DP108707	43 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
263	A	108707	A/DP108707	43 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
264	1	115472	1/DP115472	42 Walker Avenue, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2381
265	1	947287	1/DP947287	44 Walker Avenue, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2380

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
266	1	945634	1/DP945634	46 Walker Avenue, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2379
267	36	1756	36/DP1756	45A Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
268	36	1756	36/DP1756	45A Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
269	1	110050	1/DP110050	47 Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
270	1	110050	1/DP110050	47 Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
271	1	972376	1/DP972376	49 Wattle Street, Haberfield	PT Area	04-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
272	1	972376	1/DP972376	49 Wattle Street, Haberfield	PT Area	04-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
273	1	971047	1/DP971047	51 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
274	1	971047	1/DP971047	51 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
275	1	130041	1/DP130041	53 Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
276	1	130041	1/DP130041	53 Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
277	2	105187	2/DP105187	164 Ramsay Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
278	2	105187	2/DP105187	164 Ramsay Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Ramsay Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
279	1	105187	1/DP105187	162 Ramsay Street, Haberfield	PT Area	04-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
280	1	105187	1/DP105187	162 Ramsay Street, Haberfield	PT Area	04-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Ramsay Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
281	1	973730	1/DP973730	160 Ramsay Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
282	1	973730	1/DP973730	160 Ramsay Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
283	1	115470	1/DP115470	158 Ramsay Street, Haberfield	PT Area	04-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
284	1	115470	1/DP115470	158 Ramsay Street, Haberfield	PT Area	04-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
285	2	115470	2/DP115470	156 Ramsay Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
286	1	129909	1/DP129909	259 Ramsay Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
287	2	218274	2/DP218274	257 Ramsay Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
288	2	218274	2/DP218274	257 Ramsay Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
289	3	218274	3/DP218274	255 Ramsay Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
290	3	218274	3/DP218274	255 Ramsay Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
291	147	4701	147/DP4701	253 Ramsay Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
292	2	129909	2/DP129909	53A Wattle Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
293	2	129909	2/DP129909	53A Wattle Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
294	3	129909	3/DP129909	55A Wattle Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
295	3	129909	3/DP129909	55A Wattle Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
296	A	100913	A/DP100913	46 Martin Street, Haberfield	Full Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
297	W	100914	W/DP100914	46 Martin Street, Haberfield	PT Area	01-Jan-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
298	W	100914	W/DP100914	46 Martin Street, Haberfield	PT Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
299	161	4701	161/DP4701	44 Martin Street, Haberfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
300	161	4701	161/DP4701	44 Martin Street, Haberfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
301	162	4701	162/DP4701	42 Martin Street, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
302				Portion of Local Road, Martin Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 6
303				Portion of Local Road, Martin Street, Haberfield, east of Wattle Street. Note 3	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
304	11	364004	11/DP364004	87 Dobroyd Parade, Haberfield	Full Area	01-Jan-16	Temporary Works		Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
305	10	978018	10/DP978018	23 Martin Street, Haberfield	PT Area	15-Jun-16	Temporary Works	Provision of access to residence required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
306	31	872944	31/DP872944	87 Dobroyd Parade, Haberfield	PT Area	15-Jun-16	Temporary Works	Provision of access to residence required on 24 hrs per day, 7 days per week.	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	Construction Boundaries Surface - Sheet 6 Sketch SR 2394
307	1	129911	1/DP129911	29 Martin Street, Haberfield	Full Area	01-Jan-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
308	5	733249	5/DP733249	83 Dobroyd Parade, Haberfield	Full Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
309				Portion of Wattle Street, Haberfield, east and west of Martin Street. Note 3	PT Area	[WDA/RMS to advise]	Project Works	Existing access along Wattle Street and Dobroyd Pde required to be maintained 24 hrs per day, 7 days per week	Project Site		M4 East Construction Site (Surface Land) - Sheet 6
310	1	169385	1/DP169385	81 Dobroyd Parade, Haberfield	Full Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6
311	3	852452	3/DP852452	Road Reserve Dobroyd Parade, Haberfield. Note 3	PT Area	01-Jan-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6
312	4	852452	4/DP852452	81 Dobroyd Parade, Haberfield	PT Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of Wattle Street on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
											2382
313	9	852452	9/DP852452	81 Dobroyd Parade, Haberfield	PT Area	15-Jun-16	Temporary Works	Existing access along Dobroyd Pde required on 24 hrs per day, 7 days per week	Temporary Area		M4 East Construction Site (Surface Land) - Sheet 6 Sketch SR 2382
314	10	1150608	10/DP1150608	195 Parramatta Road, Haberfield	Full Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
315	52	1122039	52/DP1122039	RMS land, footbridge, Parramatta Road, Ashfield	Full Area	01-Jan-16	Temporary Works	Existing pedestrian access to footbridge required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of footbridge on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
316	53	1122039	53/DP1122039	RMS land, footbridge, Parramatta Road, Ashfield	Full Area	01-Jan-16	Temporary Works	Existing pedestrian access to footbridge required on 24 hrs per day, 7 days per week	Temporary Area	Constructed works as part of footbridge on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
317	50	1122039	50/DP1122039	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
318	51	1122039	51/DP1122039	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
319	3	5010	3/DP5010	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
320	1	973337	1/DP973337	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) -

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
											Sheet 7
321	6	965245	6/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
322	1	965245	1/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
323	2	965245	2/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
324	3	965245	3/DP965245	202 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
325	2	1023083	2/DP1023083	190 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern half of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
326	2	1023083	2/DP1023083	190 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
327	1	963236	1/DP963236	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
328	1	963236	1/DP963236	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on western majority of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
329	2	66883 1	2/DP6688 31	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on western majority of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
330	2	66883 1	2/DP6688 31	186 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
331		SP664 54	SP66454	98 Chandos Street, Ashfield	PT Area	15-Jun-16	Project Works	Provision of access to residences at SP66454 required on 24 hrs per day, 7 days per week.	Project Site	Constructed works as part of Parramatta Road on eastern majority of Temporary Area, and access to SP66454 on the remainder of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7 Sketch SR 2391
332		SP664 54	SP66454	98 Chandos Street, Ashfield	PT Area	15-Jun-16	Project Works	Provision of access to residences at SP66454 required on 24 hrs per day, 7 days per week.	Project Site	Constructed works as part of Parramatta Road on eastern majority of Temporary Area, and access to SP66454 on the remainder of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7 Sketch SR 2391
333	1	12005 1	1/DP1200 51	96 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on eastern part of Temporary Area, and access to SP66454 on the majority of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
334	2	21420 9	2/DP2142 09	94 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of access to SP66454 on the eastern half of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
335	1	214209	1/DP214209	92 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of access to SP66454 on the eastern half of this Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
336				Portion of Local Road, Chandos Street, Ashfield, south of Parramatta Road. Note 3	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
337				Portion of Local Road, Chandos Street, Ashfield, south of Parramatta Road. Note 4	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
338		SP65838	SP65838	Units 1-6, 81 Chandos Street, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
339	4	18382	4/DP18382	184 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
340	4	18382	4/DP18382	184 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
341	3	18382	3/DP18382	182 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
342	3	18382	3/DP18382	182 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
343	2	18382	2/DP18382	180 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
344	2	18382	2/DP18382	180 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
345	1	18382	1/DP18382	178 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
346	1	18382	1/DP18382	178 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
347	B	438636	B/DP438636	176 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
348	B	438636	B/DP438636	176 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
349	A	438636	A/DP438636	174 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
350	A	438636	A/DP438636	174 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
351	B	433769	B/DP433769	172 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
352	B	433769	B/DP433769	172 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
353	A	433769	A/DP433769	170 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
354	A	433769	A/DP433769	170 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
355	11	439	11/DP439	168 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
356	11	439	11/DP439	168 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
357	10	439	10/DP439	166 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
358	10	439	10/DP439	166 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
359	A	504990	A/DP504990	164 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
360	A	504990	A/DP504990	164 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
361	B	504990	B/DP504990	162 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern and central parts of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
362	B	504990	B/DP504990	162 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
363	11	610044	11/DP610044	156 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
364	11	610044	11/DP610044	156 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
365	1	130606	1/DP130606	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
366	1	130606	1/DP130606	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
367	2	130606	2/DP130606	154 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
368	3	130606	3/DP130606	154 Parramatta Road, Ashfield	Full Area	15-Jun-16	Temporary Works		Temporary Area		M4 East Construction Site (Surface Land) - Sheet 7
369	4	439	4/DP439	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
370	4	439	4/DP439	154 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7
371	3	439	3/DP439	152 Parramatta Road, Ashfield	PT Area	15-Jun-16	Project Works		Project Site		M4 East Construction Site (Surface Land) - Sheet 7
372	3	439	3/DP439	152 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern part of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

SAS No	Lot No.	DP/S P No.	Title Ref	Location	Required Area	Date for Access	Extent of Work	Conditions of Access	Area Type	Temporary Areas with Permanent Works	Drawing Reference
373	5	33945	5/DP33945	150 Parramatta Road, Ashfield	PT Area	15-Jun-16	Temporary Works		Temporary Area	Constructed works as part of Parramatta Road on northern half of Temporary Area	M4 East Construction Site (Surface Land) - Sheet 7

Note 1 - Area defined by Separable Portion 1 for the M4 West Project

The area identified in Separable Portion 1 for the M4 West Project has the following coordinates:

X=321668.0806, Y=6251987.2466

X=321672.5862, Y=6251995.8831

X=321645.4815, Y=6252025.9418

X=321625.8808, Y=6252050.3597

X=321618.9048, Y=6252042.0809

X=321604.6150, Y=6252025.1227

X=321599.8998, Y=6252007.0432

X=321616.4380, Y=6252000.2259

X=321645.4315, Y=6251987.0310

X=321693.7235, Y=6251960.5281

X=321722.7654, Y=6251941.9017

X=321735.9790, Y=6251934.0091

X=321762.4651, Y=6251918.7514

X=321783.5021, Y=6251906.8483

X=321804.9066, Y=6251895.2698

X=321808.5606, Y=6251902.1666

X=321776.7178, Y=6251919.6247

X=321748.9626, Y=6251936.5287

X=321713.8013, Y=6251960.3070

Note 2 - Remaining M4 Widening Connection Land

The area defined as the Remaining M4 Widening Connection Land between (STN 7800.00) and (STN 8257.00) extends from the chainage identified by the following coordinates:

X=321317.891, Y=6252081.178

X=321311.886, Y=6252038.974

to the chainage identified by the following coordinates:

X=321743.318, Y=6251926.452

X=321739.826, Y=6251919.702

and within the M4 West Motorway (excluding Separable Portion 1).

Note 3 - There is no corresponding sketch for PT areas for partial areas of Motorway lots and local roads

Part B – Substratum Land

Table 1: Mainline Tunnel

Date for Access			Drawing Reference
Mainline Tunnel Chainage			
from	to		
Western Portal			
1700	1650	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 3
1700	1800	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 3
1800	2100	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 3
2100	2200	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 4
Concord Interchange			
2600	2400	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 4
2400	2200	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 4
2600	2800	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 4
2800	3100	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 4, 5
Cintra Park			
4100	3900	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 6
3900	3700	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 6
3700	3500	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 5
3500	3300	01-Dec-16	M4 East Construction Site (Substratum Land) Sheet - 5
3300	3100	01-Dec-16	M4 East Construction Site (Substratum Land) Sheet - 5
4100	4400	01-Aug-16	M4 East Construction Site (Substratum Land) Sheet - 6
4400	4600	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 7
4600	4800	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 7

Date for Access			Drawing Reference
4800	5000	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 7
5000	5200	01-Dec-16	M4 East Construction Site (Substratum Land) Sheet - 7
Wattle Street			
5850	5700	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 8
5700	5500	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 8
5500	5200	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 7, 8
5850	6000	01-Sep-16	M4 East Construction Site (Substratum Land) Sheet - 8
6000	6200	01-Oct-16	M4 East Construction Site (Substratum Land) Sheet - 8, 10
6200	6350	01-Nov-16	M4 East Construction Site (Substratum Land) Sheet - 10

Table 2: Tunnel Ramps

Date for Access				Drawing Reference
Ramps Chainage				
from		to		
Concord Interchange ramps				
Starts at Portal	570	800	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 4
City bound	800	1000	15-Aug-16	M4 East Construction Site (Substratum Land) - Sheet 4
	1000	1250	15-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 4, 5
Starts at Portal	1050	850	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 4
West bound	850	650	15-Aug-16	M4 East Construction Site (Substratum Land) - Sheet 4
	650	350	15-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 4, 5
	350	0	15-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 5
Wattle Street ramps				
640m ramp				
West to east	0	200	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
	200	400	01-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 8, 9
	400	Portal	01-Aug-16	M4 East Construction Site (Substratum Land) - Sheet 9
985m ramp				
East to west	1470	1600	01-	M4 East Construction Site (Substratum Land) - Sheet 8

		Date for Access		Drawing Reference
West to east			Sep-16	
	1470	1300	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
	1300	1100	01-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 8
	1100	900	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 8, 9
	900	700	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 9
	700	Portal	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 9
Parramatta Road Ashfield ramps				
		507m ramp		
East to west	400	200	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
West to east	400	600	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
	600	800	01-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 8, 10
	800	Portal	01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 10
		460m ramp		
West to east	1150	950	01-Sep-16	M4 East Construction Site (Substratum Land) - Sheet 8
	950	Portal	01-Oct-16	M4 East Construction Site (Substratum Land) - Sheet 10

Table 3: Ventilation Tunnels and Temporary Access Tunnels

Date for Access		Drawing Reference
Cintra Park decline		
Boundary of Cintra Park at Parramatta Rd to Mainline tunnel	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 6 (shown with dashed brown line)
Parramatta Road Ashfield decline		
Wolseley Street / Parramatta Rd to Mainline tunnel	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 8 (shown with dashed brown line)
Wattle/Parramatta Building/Tunnels	Ventilation 01-Nov-16	M4 East Construction Site (Substratum Land) - Sheet 10

Table 4: Dive and Cut-and-Cover

Date for Access		Drawing Reference
Western Connection		
Dive	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 2
Cut-and-Cover	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 2, 3
Concord Road		
Dive	15-Jun-16	M4 East Construction Site (Substratum Land) - Sheet 4

Date for Access		Drawing Reference
Cut-and-Cover	15-Jun-16	M4 East Construction Site (Substratum Land) - Sheet 4
City West – M4E		
Dive	15-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 9
Cut-and-Cover	01-Aug-16	M4 East Construction Site (Substratum Land) - Sheet 9
City West – M4S		
Dive	15-Jun-16	M4 East Construction Site (Substratum Land) - Sheet 9
Cut-and-Cover	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 9
East Ramps Connection		
Dive	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 10
Cut-and-Cover	01-Jul-16	M4 East Construction Site (Substratum Land) - Sheet 10

Part C – Project Site Drawings

Part 2 – M4 West

This schedule identifies in the table below the access dates for the areas of the Site and Temporary Works Areas. The general location of each Item in the following table are shown in Figure A02.1

Item	Area of Site, Local Road Works Areas and Temporary Works Areas	Deposited Plan / Location	Access date	Conditions of Access
1	The Site and Temporary Works Areas, excluding areas of the Site and Temporary Works Areas identified in items 2 to 53 inclusive in this table.		Date of this deed	
2	Lot 1	DP1056064	11 August 2015	
3	Lot 2	DP1056064	11 August 2015	
4	Lot 53	DP825637	31 March 2015	
5	Lot 101 (part)	DP1077494 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed
6	Lot 1 (part)	DP1030856 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed
7	Lot 11 (part)	DP836871 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed
8	Lot 50	DP632565	11 August 2015	
9	Lot 60	DP632569	11 August 2015	
10	Lot 20	DP632496	11 August 2015	
11	Lot 1 (part)	DP1083388 – defined by coordinates	11 August 2015	
11a	Lot C	DP179389	11 August 2015	
12	Lot 1	DP1052519	11 August 2015	
13	Lot 48 (part)	DP225351 – defined by coordinates	11 August 2015	
14	Lot 41 (part)	DP225351 – defined by coordinates	11 August 2015	
15	Lot 42 (part)	DP225351 – defined by coordinates	11 August 2015	

M4Co

Item	Area of Site, Local Road Works Areas and Temporary Works Areas	Deposited Plan / Location	Access date	Conditions of Access
16	Lot 1 (part)	DP560429 – defined by coordinates	11 August 2015	
17	Lot 2 (part)	DP560429 – defined by coordinates	11 August 2015	
18	Lot 47 (part)	DP225351 – defined by coordinates	11 August 2015	
19	Lot 1 (part)	DP883068 – defined by coordinates	11 August 2015	
20	Lot 43 (part)	DP225351 – defined by coordinates	11 August 2015	
21	Lot 44 (part)	DP225351 – defined by coordinates	11 August 2015	
22	Lot 16 (part)	DP806495 – defined by coordinates	11 August 2015	
23	Lot 21	DP806495	11 August 2015	
24	Lot 22	DP806495	11 August 2015	
25	Lot 1	DP1023100 – defined by coordinates	11 August 2015	
26	Not used			
27	Lot 1	DP775425	11 August 2015	
28-33	Not used			
34	Lot 88 (part)	DP1190877 – defined by coordinates	11 August 2015	
35	Not used			
36	Lot 24	DP806495	11 August 2015	
37	Lot 25	DP806495	11 August 2015	
38	Lot 12 (part)	DP836871 – defined by coordinates	11 August 2015	
39	Lot 1	DP876255	11 August 2015	
40	201 Parramatta Rd, Homebush West – Lot 1 – (part)	DP840154 – defined by coordinates	31 March 2015	
41	Lots 6, 8 & 9 (part)	DP850536 – defined by coordinates	31 March 2015	
42	Lot 1 (part)	DP803418 – defined by coordinates	31 May 2015	
43	RMS storage yard – Adderley Street	Defined by coordinates	31 March 2015	
44	Lot 20 (part)	DP808070 – defined by coordinates	31 March 2015	
45	Lot 100 (part)	DP836293 – defined by coordinates	31 March 2015	
46	Not used			

M4Co

Item	Area of Site, Local Road Works Areas and Temporary Works Areas	Deposited Plan / Location	Access date	Conditions of Access
47	Lot 12	DP1117543	11 November 2015	
48	Lot 1	DP248869	11 November 2015	
49	A'Beckett Street	Local Road - Defined by coordinates	11 August 2015	
50	Arthur Street	Local Road - Defined by coordinates	11 August 2015	
51	James Ruse Drive Eastbound Entry Ramp	Defined by coordinates	31 May 2015	
52	Council land adjacent to Rail Corridor	Defined by coordinates	11 August 2015	
53	Rail Land	DP1030856 – defined by coordinates	Date of this deed	In accordance with the requirements of the Master Access Deed

M4W

SCHEDULE 26A

Not Used

SCHEDULE 26B

Connections to the Motorway

(clause 22.2)

Part 1 – M4 East

1. Homebush Bay Drive southbound to the eastbound carriageway of the Motorway then toward the M4 tunnel portal.
2. Homebush Bay Drive northbound to eastbound carriageway of the Motorway then toward the M4 tunnel portal.
3. Concord Road southbound to the eastbound carriageway of the M4 Motorway tunnel.
4. Concord Road southbound to the westbound carriageway of the M4 Motorway.
5. Concord Road northbound to the eastbound carriageway of the M4 Motorway.
6. Parramatta Road (Homebush) westbound to the westbound carriageway of the M4 Motorway.
7. Wattle Street (City West Link) southbound to the westbound carriageway of the Motorway.
8. Westbound carriageway of the M4 Motorway to either northbound or southbound on Homebush Bay Drive.
9. Westbound carriageway of the M4 Motorway tunnel to either northbound or southbound on Concord Road.
10. Eastbound carriageway of the M4 Motorway to eastbound Parramatta Road.
11. Eastbound carriageway of the M4 Motorway to Sydney Street at its intersection with Concord Road and Parramatta Road (Strathfield).
12. Parramatta Road (Strathfield) westbound to the westbound carriageway of the M4 Motorway.
13. Eastbound carriageway of the M4 Motorway to northbound Wattle Street (City West Link).
14. Parramatta Road westbound to the westbound carriageway of the M4 Motorway tunnel around Bland Street.

Part 2 – M4 West

1. Woodville Road / Church Street northbound to the westbound carriageway of the Motorway.
2. James Ruse Drive southbound to the eastbound carriageway of the Motorway.
3. James Ruse Drive southbound to the westbound carriageway of the Motorway.
4. James Ruse Drive northbound to the eastbound carriageway of the Motorway.
5. Silverwater Road northbound to the eastbound carriageway of the Motorway.
6. Silverwater Road southbound to the eastbound carriageway of the Motorway.
7. Silverwater Road northbound to the westbound carriageway of the Motorway.

8. Silverwater Road southbound to the westbound carriageway of the Motorway.
9. Hill Road southbound to the eastbound carriageway of the Motorway.
10. Hill Road southbound to the westbound carriageway of the Motorway.
11. Homebush Bay Drive northbound to the westbound carriageway of the Motorway.
12. Homebush Bay Drive southbound to the westbound carriageway of the Motorway via a new G-loop on ramp.
13. Eastbound carriageway of the M4 Motorway to Church Street.
14. Eastbound carriageway of the M4 Motorway to northbound James Ruse Drive.
15. Westbound carriageway of the M4 Motorway to James Ruse Drive.
16. Eastbound carriageway of the M4 Motorway to Silverwater Road both northbound and southbound.
17. Westbound carriageway of the M4 Motorway to Silverwater Road both northbound and southbound.
18. Eastbound carriageway of the M4 Motorway to northbound Hill Road.
19. Eastbound carriageway of the M4 Motorway to Homebush Bay Drive.

SCHEDULE 27

Not Used

SCHEDULE 28

Early Works

Early Works details as follows (to the extent the following can be lawfully undertaken prior to the granting of the Primary Planning Approval):

- Production of Design Documentation
- Review, comment and Certification of Design Documentation by the Independent Certifier and RMS
- Preparation of documentation, and liaison with relevant authorities, for the Environmental Protection Licence and Construction Environmental Management Plan
- Prepare, submit and have approved Project Plans
- Pre-Construction ground and infrastructure condition survey
- Initial site survey and setout
- Develop design documentation and approvals with all relevant utility services / authorities/ FRNSW
- Place orders for utility infrastructure where necessary for program e.g. electricity supplies
- Place orders and make milestone payments for key tunnel plant and equipment
- Provision of insurances, long service leave levy, unconditional undertaking
- Assistance with development of Planning Approval Application Documents as required
- Commencement of utility protection/relocation works
- As part of the Early Planning Works, the Project Company will:
 - (a) make available appropriate resources and provide all necessary technical inputs required by WDA to enable an adequate EIS to be prepared which meets the Directors General's requirements based on the Concept Design and construction methodologies. The nature of inputs required from the Contractor may include, but are not limited to:
 - (i) providing all technical data and details of the Concept Design. This information would be used to enable EIS specialist technical papers to be prepared to accurately describe quantity and assess the impacts of the Concept Design. The Project Company would be expected to work with WDA to develop appropriate mitigation measures to reduce, minimise or mitigate the impacts of the M4 East Project during construction and operation;
 - (ii) ensuring the M4 East Project description contained in the EIS accurately reflects the Concept Design (inclusive of any changes agreed between WDA and the Project Company);
 - (iii) providing details of the Project Company's optioneering processes used during the tender period and tender negotiations to settle on the Concept Design geometry; and
 - (iv) providing details of the optioneering processes undertaken to minimise environmental and community impacts of the Concept Design including air

quality, ventilation design, land take, construction methodology, impacts to the surrounding road network and connectivity etc;

- (b) work with WDA to undertake all necessary logistics for participation at a number community information sessions prior to EIS finalisation and exhibition, to inform stakeholder of the Concept Design. The number of sessions may be in the order of 5 half day sessions. The Project Company would be expected to provide in the order of at least two member of their project team who have a detailed understanding of the Concept Design (surface roads and tunnel) construction methodologies and timeframes, to attend each community information session;
- (c) review the final EIS and confirm that the EIS accurately reflects the Concept Design and construction methodologies as submitted to WDA (inclusive of any agreed changes) including identified impacts, mitigation measures and other commitments to reduce, minimise or mitigate the impacts of the Project in respect of the M4 East during construction and operation;
- (d) work with WDA to undertake all necessary logistics for participation at EIS public display sessions during the EIS exhibition period. The number of session may be in the order of 8 half day sessions, including an air quality public forum. The Project Company would be expected to provide in the order of at least two members of their project team who have a detailed understanding of the constructions methodologies and timeframes, to attend each public display session;
- (e) make available necessary resources to work with WDA and the EIS Consultant during the preparation of the Response to Submissions Report to provide, but not limited to:
 - (i) technical advice in relation to issues raised or Concept Design changed arising from submissions. The advice may extend to, but is not limited to, subjects such as the construction footprint, temporary land requirements, construction compounds (number location and operation) construction methodology and tunnel concept, including ventilation design and fire and life safety;
 - (ii) technical input into revised environmental mitigation measures which WDA may determine to be necessary to address issues raised by the community or agencies during submissions; and
 - (iii) technical/design input to assist WDA in understanding potential time and cost impacts of any proposed changes to the Concept Design to address community and/or agency issues;
- (f) provide the necessary resources to amend the Concept Design of the M4 East Project resulting from submissions by the public or government agencies warranting design changes, as determined by WDA and agreed between WDA and the Project Company;
- (g) review the final Submissions Report and Preferred Infrastructure Report (if required) to confirm the report/s accurately reflect the agreed Concept Design and any changes and revised environmental management measures are consistent with the Contractor's final agreement with WDA;
- (h) make available necessary resources during the preparation of the Preferred Infrastructure report (if required) to provide technical input into the impacts of changes to the Concept Design from a design, construction, delivery and mitigation viewpoint;
- (i) make available appropriate resources between M4 East Amendment Date and planning determination to meet with agencies and/or stakeholders (when requested by WDA) to

provide technical advice on relevant matters relating to the Concept Design and methodologies; and

- (j) make available necessary resources to provide advice to WDA during the review of draft conditions of Planning Approval to assist WDA in understanding the impacts that proposed conditions may have on project delivery timing and costs.

SCHEDULE 29

Not Used

SCHEDULE 30

Motorway Site

(clause 1.1)

Part 1 – M4 East

Part 2 – M4 West

SCHEDULE 31

Deed of Appointment of Environmental Representative

(Clause 11.11)

This Deed is made on

2015

Parties

- 1 **Roads and Maritime Services** (ABN 76 236 371 088) whose registered office is at 101 Miller Street, North Sydney, NSW 2060 (**RMS**).
- 2 **WCX M4 Pty Limited** (ACN 602 963 806) of Level 18, 101 Miller Street, North Sydney, NSW 2060 (**Project Company**).
- 3 **The Leighton Samsung John Holland Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) of Level 3, 145 Eagle Street, Brisbane, Queensland 4000 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road, Melbourne, Victoria 3004 (the **Contractor**); and .
- 4 [Insert name] (ABN [] of [insert address] (**ER**).

Recitals

- A On:
- (a) [date] the Project Company entered into the Project Deed with RMS; and
 - (b) [date] the Contractor entered into the D&C Deed with the Project Company,
- in respect of the M4 East Project.
- B The ER represents that it is experienced generally in environment management and, in particular, in the environment management of works similar to the Project Works and the Temporary Works and offers its expertise in those fields.
- C The Project Documents contemplate that the ER will discharge the Services set out in Schedule 2.
- D The ER will perform its obligations on the terms of this deed.

1. INTERPRETATION

1.1 Definitions

In this deed:

Commercially Sensitive Information means:

- (a) any information relating to any financing arrangement with any Equity Investor;
- (b) any information relating to the Project Company's, the Contractor's or the ER's cost structure or profit margins;
- (c) any information relating to any of the Project Company's, the Contractor's or the ER's Intellectual Property Rights; or

- (d) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to the Project Company, the Contractor or the ER or any of their shareholders, financiers or subcontractors,

which, in respect of the information contained in this deed, is the information described in Schedule 4.

Construction Phase Services means all Services related to the construction of the Project Works and the Temporary Works and the performance by each of the Project Company and the Contractor of its construction obligations in respect of the Project Works and the Temporary Works, including those specified in clause 15 of the Project Deed and clause 15 of the D&C Deed, as applicable.

D&C Deed means the deed entitled ["WestConnex M4 East Design and Construction Deed"] between the Project Company and the Contractor dated [date].

D&C Documents has the meaning given to that term in the D&C Deed.

Deed Poll means the deed poll substantially in the form of Schedule 5 to this deed in favour of the beneficiaries from time to time.

Design Phase Services means all Services related to the design of the Project Works and the Temporary Works and the performance by each of the Project Company and the Contractor of its design obligations in respect of the Project Works and the Temporary Works, including those specified in clause 13 of the Project Deed and clause 13 of the D&C Deed, as applicable.

DOP means the New South Wales Department of Planning.

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

GST, GST law and other terms used in clause 9.3 have the meanings used in *the A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that "GST law" also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 9.3) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Other Parties means RMS, the Project Company and the Contractor.

Payment Schedule means Schedule 3.

PDCS means [RMS's or the Project Company's] web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system to be used as notified by [RMS's Representative or the Project Company's Representative] under clause 11.1.

Project Deed means the deed entitled "WestConnex M4 Project Deed" between RMS and the Project Company dated on or about the date of this deed.

Project Documents means the documents listed in Schedule 1.

Services means those services listed in Schedule 2.

Services Implementation Plan means the services implementation plan referred to in clause 3.6(b).

Substitute ER has the meaning given to that term in clause 6(d).

Term means the term of this deed as set out in clause 3.9.

Witness Point has the meaning given in the Independent Certifier Deed.

1.2 Definitions in Project Documents

- (a) Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Project Documents will have the meaning given to those terms in connection with the M4 East Motorway in the Project Documents.
- (b) To the extent that there is any inconsistency between a term used in this deed which is defined in both the Project Deed and the D&C Deed, the term used in this deed will have the meaning given in the Project Deed.

1.3 Interpretation

In this deed:

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

and unless the context indicates a contrary intention:

- (b) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (c) **person** includes an individual, the estate of an individual, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) **includes** in any form is not a word of limitation;
- (f) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (g) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (h) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and

- (ii) any consolidations, amendments, re-enactments and replacements;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (j) a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (k) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (l) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (m) a reference to a court or tribunal is to an Australian court or tribunal;
- (n) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (o) a reference to a **month** is a reference to a calendar month; and
- (p) a reference to **\$** or **dollar** is to Australian currency.

1.4 **Contra proferentem**

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

1.5 **Business Day**

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

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

1.6 **Approvals and Consents**

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

1.7 **Ambiguous terms**

- (a) If RMS considers, or if any of the ER, the Project Company or the Contractor notifies RMS' Representative in writing that it considers, that there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed (including any Schedules), RMS' Representative must direct the interpretation of this deed which the parties must follow.
- (b) RMS' Representative, in giving a direction in accordance with clause 1.7(a), is not required to determine whether or not there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which RMS' Representatives gives in accordance with clause 1.7(a):

- (i) will not relieve the ER, the Project Company or the Contractor from or alter its liabilities or obligations under this deed or otherwise according to Law;
- (ii) will not entitle the ER, the Project Company or the Contractor to make (nor will it make RMS liable upon) any Claim arising out of or in any way in connection with the direction;
- (iii) will not limit or otherwise affect RMS' rights against any of the ER, the Project Company or the Contractor whether under this deed or otherwise according to Law; and
- (iv) must, in respect of a notice given under clause 1.7(a) by the ER, the Project Company or the Contractor, be given within 20 Business Days of receipt of that notice.

1.8 **Excluding liability**

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

2. **APPOINTMENT OF THE ER**

2.1 **Appointment**

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

2.2 **Payment**

The Contractor must pay the ER, and warrants to RMS and the Project Company that it will pay the ER, the Fee in accordance with the Payment Schedule.

2.3 **Nature of Services**

The parties acknowledge and agree that the Services Implementation Plan is incidental to, and does not limit or otherwise affect, the Services or the ER's obligations under this deed.

2.4 **Authorisation of the ER**

The ER is authorised to exercise such authority as is necessary to enable the ER to perform the functions, and discharge the obligations, of the ER under the Planning Approval.

2.5 **Deed Poll**

The Environmental Representative must provide to the Project Company on or before the date of this deed an executed Deed Poll.

3. ER'S OBLIGATIONS

3.1 Acknowledgement

The ER acknowledges that:

- (a) it has received a copy of the Project Documents and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services; and
- (b) its obligations extend to and include the obligations, functions, duties and services of the "ER" or the "Environmental Representative" under the Planning Approval.

3.2 General representations and warranties

The ER represents and warrants that:

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

3.3 Further acknowledgements and warranties

The ER:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the skill, expertise and experience of the ER in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the ER does not perform its obligations in accordance with the requirements of this deed;
- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, experience, skill and diligence which would be expected of an expert professional providing services similar to the Services within the design and

construction industry generally and the construction of major engineering works in particular;

- (c) warrants to the Other Parties that, at all times, it:
 - (i) will act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Project Documents and, where no time is prescribed for the performance of an obligation, it will act within a reasonable time; and
 - (ii) will comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 3.3(a) and 3.3(b), acknowledges that the Other Parties are entitled to and will rely on any certificate, approval, report, direction or instruction signed or given by the ER under or pursuant to this deed, the Project Documents or the Planning Approval;
- (e) without limiting its obligations under any provision of this deed, warrants to the Other Parties that:
 - (i) it will carry out and perform the Services; and
 - (ii) without limiting clause 3.3(e)(i), to the extent the Services Implementation Plan is not inconsistent with:
 - (A) the Planning Approval;
 - (B) the Project Documents;
 - (C) the nature of the Services; or
 - (D) without limiting clauses 3.3(e)(ii)(A), 3.3(e)(ii)(B) or 3.3(e)(ii)(C), the requirements of clause 4,it will carry out and perform the Services in accordance with the Services Implementation Plan;
- (f) will provide transport on site for the use of its site personnel to perform the Services;
- (g) will, in carrying out the Services, carry out physical inspections of the Construction Site, the M4 East MotorWay Site, any Extra Land, the Project Works and the Temporary Works when appropriate and necessary to do so;
- (h) will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the Project Company and the Contractor) except where it is the unavoidable consequence of performing the Services;
- (i) in undertaking the Services in any particular area, will comply with all the safe working requirements of the Project Company and the Contractor; and
- (j) warrants that it has qualifications, or that all relevant personnel engaged in the Services have qualifications, in compliance with AS/NZS ISO 19011:2003 Guidelines for Quality and/or Environmental Management Systems Auditing.

3.4 Key Personnel

- (a) The ER must provide experienced and skilled personnel to perform its obligations under this deed.
- (b) The ER must ensure that the person referred to in clause 3.4(c):
 - (i) performs all of the Services;
 - (ii) is not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if the person is removed:
 - (A) that person must be replaced by a person of at least equivalent skill and experience;
 - (B) the appointment of that replacement person must be approved by the Director General of DOP; and
 - (C) there must be, prior to that person's removal and replacement, a comprehensive handover to ensure that the new person has a reasonable understanding of the Planning Approval, the Project Documents and the Services; and
 - (iii) is located in Sydney for the performance of the Services and is available for consultation as any party may reasonably require from time to time.
- (c) The person required to perform all of the Services is [*insert name of person who will perform Services*].
- (d) The Other Parties may jointly direct the ER to remove from the performance of the Services the person referred to in clause 3.4(c) and the ER must comply with any such direction.

3.5 Subcontracting

- (a) The ER may not subcontract or permit the subcontracting of the performance of any of its Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed).
- (b) The ER remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting, and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the ER.

3.6 Quality Assurance

- (a) The ER must implement a quality system in accordance with AS/NZS ISO 9001 - 2000, and otherwise in a form reasonably acceptable to the Other Parties, to ensure compliance of the Services with the requirements of this deed.
- (b) The ER must prepare and submit to the Other Parties within 10 Business Days of the date of this deed a Services Implementation Plan which:
 - (i) gives a detailed description of how the ER intends to carry out and perform the Services; and
 - (ii) includes details of the proposed timing for the performance of discrete elements of the Services.

- (c) The ER must:
 - (i) progressively amend, update and develop the Services Implementation Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Services and any changes in the manner of performing the Services; and
 - (ii) submit each revision of the Services Implementation Plan to the Other Parties for their review and comment.
- (d) The Other Parties may:
 - (i) review the Services Implementation Plan submitted under clause 3.6(b) and any revision thereof submitted under clause 3.6(c); and
 - (ii) if the Services Implementation Plan (or any revision thereof) does not comply with this deed, notify the ER of the non-compliance.
- (e) If the ER receives a notice under clause 3.6(d), the ER must promptly submit an amended Services Implementation Plan to the Other Parties after which clause 3.6(d) will re-apply.
- (f) The Other Parties owe no duty to the ER to review the Services Implementation Plan for errors, omissions or compliance with this deed.
- (g) If the ER does not receive a notice under clause 3.6(d) within 15 Business Days after the submission of the relevant Services Implementation Plan, the relevant Services Implementation Plan submitted by the ER will be the Services Implementation Plan with which the ER must comply (as it is updated under this clause 3.6).
- (h) The ER will not be relieved of any requirement to perform any obligation under this deed as a result of:
 - (i) compliance with the quality assurance requirements of this deed; or
 - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this deed, including any:
 - (A) review of, comments upon, or notice in respect of, the Services Implementation Plan;
 - (B) failure to review, comment upon, or provide notice in respect of, the Services Implementation Plan; or
 - (C) any audit under clause 3.7.

3.7 **Audit**

- (a) Without limiting or otherwise affecting any of the ER's obligations under this deed or the Project Documents, the ER must:
 - (i) allow any audit of its quality assurance system under this deed by a third party, at the request of the Other Parties, and fully co-operate with that third party in respect of the carrying out of the quality assurance audit; and
 - (ii) allow DOP at any time to conduct an audit of actions undertaken by the ER and any approvals issued by the ER and must facilitate and assist DOP in the conduct of any such audit.

- (b) Without limiting the foregoing, the ER must, at all times:
 - (i) give to the third party or DOP (as applicable) access to premises occupied by the ER where the Services are being undertaken; and
 - (ii) permit the third party or DOP (as applicable) to inspect applicable information relevant to the quality assurance audit.

3.8 Access to records

The ER must:

- (a) keep proper and complete written records of the performance of the Services; and
- (b) within a reasonable time of any request, give the Other Parties (or any nominee of the Other Parties) access to any records or other documents received, prepared or generated by the ER in the course of carrying out the Services.

3.8A Documentation management and transmission

- (a) Without limiting clause 11.1, the ER must, if required by RMS' Representative or the Project Company's Representative:
 - (i) implement and use the PDCS to manage and transmit all documentation connected with the M4 East Project in accordance with the processes and procedures required by RMS or the Project Company;
 - (ii) align its document management and quality processes to complement and utilise the functions and features of the PDCS;
 - (iii) use the PDCS mail module for all correspondence relating to the M4 East Project between the ER and RMS, the Project Company and the Contractor;
 - (iv) upload all documentation required for the performance of the Services to the PDCS; and
 - (v) strictly adhere to the documentation numbering system, metadata structures and revision code sequences which are required by RMS or the Project Company.
- (b) Documents supplied to the ER by RMS or the Project Company will remain the property of RMS or Project Company, as applicable and must be returned by the ER to RMS or the Project Company, as applicable on demand in writing. The documents must not, without the prior written approval of RMS or the Project Company, be used, copied or reproduced for any purpose other than the execution of the Services.
- (c) The ER must keep all the ER's records relating to the Services in secure and fireproof storage.
- (d) The ER will not be entitled to make, and RMS or the Project Company will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 3.8A.
- (e) The ER must ensure that any documents and materials that it provides to RMS, the Project Company or the Contractor in computer readable form contain no virus or computer software code which is intended or designed to:
 - (i) permit access to or use of a computer system by a third person not authorised by RMS, the Project Company or the Contractor (as applicable); or

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

3.9 **Term**

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

- (a) completion of the Services; or
- (b) termination in accordance with clause 8.

4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

4.1 **ER to be independent**

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

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

4.2 **Confidentiality**

- (a) The ER must:
 - (i) keep confidential details of this deed and all information and documents provided to, or by, the ER relating to the Services, the Project Works, the Temporary Works, this deed, the Project Documents or the M4 East Project and not provide, disclose or use the information or documents except:
 - (A) to disclose them to the Other Parties;
 - (B) for the purposes of performing the Services;
 - (C) where required by Law or to obtain legal advice on this deed; or
 - (D) with the prior written consent of the Other Parties; and
 - (ii) ensure that its subcontractors comply with the terms of clause 4.2(a).
- (b) This obligation will survive completion of the Services or the termination of this deed.

4.3 **Exclusivity**

- (a) The ER must not, and must procure that:
 - (i) any related body corporate (as defined by sections 9 and 50 of the Corporations Act 2001 (Cth)) of the ER; and

- (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,

do not, during the Term:

- (iii) have any direct or indirect involvement (whether under contract or any other arrangement):
 - (A) with the Project Company or the Contractor or any of their respective contractors, consultants or providers;
 - (B) in the M4 East Project; or
 - (C) in the Project Documents; or
- (iv) provide services to or advise any other person in relation to:
 - (A) the M4 East Project or any extension or expansion of the M4 East Project; or
 - (B) the Project Documents,

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

- (b) The ER agrees that:

- (i) having regard to the M4 East Project, the Project Documents and the Services, clause 4.3(a) is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity of the M4 East Project and the Project Documents and to ensure the best value for money of the M4 East Project and the Project Documents; and
- (ii) damages may not be a sufficient remedy for the breach of clause 4.3 and each of the Other Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the ER, in addition to any other remedies available at Law or in equity.

4.4 Relationship with the Other Parties

- (a) The ER is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of any Other Party.
- (b) Each party acknowledges and agrees that the ER has no authority to:
 - (i) give directions to any of the Other Parties other than as expressly set out in this deed or any of the documents referred to in Schedule 1;
 - (ii) waive or alter any terms of the Project Documents; or
 - (iii) discharge or release a party from any of its obligations pursuant to the Project Documents.

5. OBLIGATIONS OF THE OTHER PARTIES

5.1 No Interference or Influence

- (a) The Other Parties will not interfere with or attempt to improperly influence the ER in the performance of any of the Services. The parties acknowledge that any communication allowed by this deed will not of itself constitute a breach of this clause.
- (b) Clause 5.1(a) will not prevent the Other Parties from providing written comments to the ER in respect of the activities of the Project Company or the Contractor and the ER must consider any such written comments.

5.2 **Co-operation by the Project Company and the Contractor**

Without limiting or otherwise affecting any of the Project Company's or the Contractor's obligations under this deed or the Project Documents, the Project Company and the Contractor must:

- (a) co-operate with and provide the ER with all information and documents necessary or reasonably required by the ER, or otherwise requested by the ER or directed by RMS;
- (b) allow the ER to attend all meetings and procure for the ER access to such premises as may be reasonably necessary to enable the ER to perform the Services or as requested by the ER or directed by RMS, including allowing access to the Construction Site, the M4 East Motorway Site, any Extra Land and all areas where the Project Works and the Temporary Works are being performed; and
- (c) ensure that appropriate Hold Points and Witness Points are included in the Project Plans as reasonably required by the ER to enable the ER to perform the Services.
- (d) A copy of any written communication to the ER must be provided by the sending party to each of the Other Parties within 2 Business Days of providing the same to the ER.

5.3 **Co-operation by RMS**

RMS must co-operate with and provide the ER with all information and documents necessary and not obtainable by the ER from the Project Company or the Contractor.

5.4 **RMS to have no liability**

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

- (a) to any party to this deed by reason of RMS being a party to this deed;
- (b) for the performance of any obligation of the Project Company, the Contractor or the ER whether under or purportedly under this deed or the Project Documents or otherwise; or
- (c) for any stop work direction being issued by the ER to any or all of the Project Company, the Contractor and RMS.

6. **CHANGES TO THE SERVICES, SUSPENSION OF THE SERVICES AND APPOINTMENT OF SUBSTITUTE ER**

- (a) Subject to clause 6(e), the Other Parties may jointly, by written notice to the ER, direct the ER to carry out a change to the Services (including an addition or omission) and the ER must comply with that direction.
- (b) The Fee to be paid to the ER in relation to a change to the Services referred to in clause 6(a) will be determined by reference to the relevant schedules of rates set out in the Payment Schedule. If an amount for the change to the Services cannot be

determined by reference to the schedule of rates, the amount will be a reasonable amount as stated in writing by the Other Parties.

- (c) Subject to clause 6(e), the Other Parties may jointly, by written notice to the ER, direct the ER to suspend any or all of the Services for the period of time specified in the notice.
- (d) The ER acknowledges and agrees that the Other Parties may appoint another environmental management representative (Substitute ER) to carry out those Services which are omitted as a result of a change to the Services as directed under clause 6(a), and any decision of a Substitute ER appointed shall be treated (as between the Other Parties) as if it is a decision of the ER, and the Substitute ER shall have all of the rights and powers of the ER under the Project Documents in connection with those Services.
- (e) Except where the Other Parties obtain prior approval from DOP, the Other Parties may not:
 - (i) direct the ER to carry out a change to the Services; or
 - (ii) direct the suspension of the Services,to the extent that this prevents the ER from fulfilling and carrying out the obligations, functions, duties and services of the ER under the Planning Approval.
- (f) Notwithstanding a change to the Services or the appointment of a Substitute ER, the ER must continue to perform the Services, as varied in accordance with this clause 6, in accordance with this deed. Without prejudice to any claim in respect of the performance of the ER, the ER is not responsible for the performance of the Substitute ER.

7. LIABILITY, INSURANCE AND INDEMNITY

7.1 Limitation of liability

Subject to clause 7.2, the ER's liability under this deed from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to:

(a) \$ [REDACTED]; and

(b) [REDACTED].

7.2 Exclusions

The limitation of liability in clause 7.1 does not apply to any claims arising out of or in connection with any of the following on the part of the ER or anyone for whom it is responsible:

- (a) fraud or criminal conduct;
- (b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious or intentional indifference to any provision of this deed or the rights or welfare of, or foreseeable harmful consequences to, those who are or may be affected by that conduct, act or omission; or

- (c) gross negligence being any negligent act or omission which the ER knew, or ought reasonably to have been aware, would result in substantial losses being incurred by another party to this deed.

7.3 Insurances

The ER must from the date of the Project Deed hold and maintain:

- (a) professional indemnity insurance with:
 - (i) a limit of indemnity of not less than \$ [REDACTED] for any single claim in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act, error or omission by the ER or its employees, agents or consultants; and
 - (ii) a deductible of not more than \$ [REDACTED];
- (b) workers compensation insurance in accordance with the requirements of Law; and
- (c) public liability insurance:
 - (i) endorsed to indemnify each of the Other Parties as insured to the extent that such parties are vicariously liable for the activities of the ER;
 - (ii) covering, without limitation, the ER's liability under clauses 7.8 and 7.9; and
 - (iii) of not less than \$ [REDACTED].

7.4 Notice of matter affecting insurance

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

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

7.5 Provision of information

The ER must provide to the Other Parties certificates of currency, with respect to the insurances effected and maintained by the ER for the purposes of this clause 7, at any time and from time to time on request by any Other Party and prior to the renewal of each policy.

7.6 Periods for insurance

The ER must maintain:

- (a) the professional indemnity insurance current until the Date of Completion or the date of termination of this deed, whichever is earlier;
- (b) the workers compensation insurance (if required by Law) current until it ceases to perform the Services;
- (c) the public liability insurance current until it ceases to perform the Services; and
- (d) any other insurances current for such time as may reasonably be required by the Other Parties.

7.7 Obligations unaffected by insurance

The requirement to effect and maintain insurance in this clause 7 does not limit the liability or other obligations of the ER under this deed.

7.8 Indemnity in relation to property/persons

Subject to clause 7.1, the ER is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:

- (a) any damage to or loss of property; or
- (b) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of or in any way in connection with an act, error or omission of the ER, its officers, employees, agents or consultants.

7.9 Indemnity in relation to breach

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

8. TERMINATION OF APPOINTMENT

8.1 Notice of termination

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

- (a) the ER is in breach of this deed and the breach is not remediable in the reasonable opinion of the Other Parties;
- (b) the ER is in breach of this deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Other Parties of a notice specifying the breach and requiring the breach to be remedied;
- (c) an Insolvency Event occurs in relation to the ER; or
- (d) the Other Parties in their absolute discretion for any reason whatsoever serve on the ER a notice of termination of the appointment of the ER in respect of the Services, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.

8.2 Prior agreement on replacement

Prior to serving a notice under clause 8.1:

- (a) the Other Parties must have agreed upon another person to act as a replacement for the ER; and
- (b) the person so agreed upon must have been approved as a replacement of the ER by the Director General of DOP.

8.3 Termination

Where a notice is served on the ER under clause 8.1, the appointment of the ER will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 8.1; or
- (b) the appointment of a replacement for the ER.

8.4 Delivery of documents

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

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the ER relating to the Services; and
- (b) acknowledges that the Other Parties have the right to use all such documents for any purposes in connection with the Project Documents, the M4 East Project, the Project Works, the Temporary Works, the Project Company's Activities or the Contractor's Activities.

8.5 Reasonable assistance

Where the Other Parties give a notice under clause 8.1 of termination of the appointment of the ER, the ER must provide full assistance to the Other Parties and any replacement for the ER appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

8.6 Payment until date of termination

Where the appointment of the ER is terminated under clause 8.1(d), the ER is only entitled to be paid by the Contractor the proportion of the Fee for Services performed up to the date of the termination.

8.7 Termination without payment

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

8.8 Survive termination

This clause 8 will survive the termination of this deed by the Other Parties under clause 8.1.

8.9 Rights upon Termination

If the appointment of the ER is terminated pursuant to clauses 8.1(a) to 8.1(c), the parties' remedies, rights and liabilities shall be the same as they would have been under the Law governing the deed had the ER repudiated the deed and the Other Parties elected to treat the deed as at an end and recover damages.

9. EXPENSES, STAMP DUTY AND GST

9.1 Expenses

Except as otherwise provided in this deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this deed.

9.2 Stamp Duties

- (a) The Contractor must:
 - (i) pay all stamp duties and any related fines and penalties and any other fees payable in respect of this deed, the performance of this deed and each transaction effected by or made under or pursuant to this deed; and
 - (ii) indemnify each other party against any liability arising from failure to comply with clause 9.2(a)(i).
- (b) The Contractor is authorised to apply for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause 9.2.

9.3 GST

- (a) Notwithstanding any other provision of this deed, any amount payable for a supply made under this deed which is calculated by reference to a cost, expense or other amount paid or incurred by a party will be reduced by an amount equal to any input tax credits to which that party is entitled to in respect of that cost, expense or other amount.
- (b) If GST becomes payable on any supply made by a party (the **Supplier**) under or in connection with this deed:
 - (i) any amount payable or consideration to be provided under this deed for that supply (Agreed Amount) is exclusive of GST;
 - (ii) an additional amount will be payable by the party to whom that supply is made (the Recipient), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and
 - (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this deed.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under sub-clause (b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). The payment of the variation amount by the Supplier or the Recipient under this clause 9.3 (as the case may be) must be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.
- (d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties. The expert will act as an expert and not as an arbitrator and will take into account the terms of this deed, the matters required to be taken into account

by the Supplier under this clause 9.3 and any other matter considered by the expert to be relevant to the determination.

10. CONFIDENTIALITY AND PUBLICITY

10.1 General restriction

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

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

10.2 Exceptions

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

- (a) which is now or hereafter comes into the public domain or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited (if applicable);
- (c) as required for any legitimate NSW Government purpose or process;
- (d) pursuant to the contract summary required to be published in accordance with Premier's Memorandum No. 2007-01 dated 8 January 2007 or the NSW Public Private Partnership Guidelines published by the NSW Government and dated August 2012;
- (e) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the disclosing party is a party or to an expert in the course of any determination by him to which the disclosing party is a party;
- (f) which, in the reasonable opinion of a party, is required to be disclosed to:
 - (i) any actual or prospective investor in or lender to (or assignee or novatee of a lender to) the Project Company or the Contractor;
 - (ii) any insurer in respect of the M4 East Project;
 - (iii) any of the parties' officers, employees, professional advisers, auditors or consultants; or
 - (iv) any person to whom disclosure is reasonably necessary to enable that person to comply with the Project Documents to which it is a party; or
- (g) by RMS that is not Commercially Sensitive Information; or
- (h) without limiting this clause 10.2 or clause 10.3, by RMS' Representative relating to this deed and which the parties agree (acting reasonably) is not Commercially Sensitive Information.

10.3 Disclosure by RMS

- (a) Notwithstanding the other provisions of this clause 10.3 but subject to clause 10.3(a)(i), the parties acknowledge that:
- (i) this deed will be made available to the Auditor-General in accordance with the Public Finance and Audit Act 1983 (NSW);
 - (ii) information concerning this deed will be tabled in Parliament by or on behalf of RMS and will be published in accordance with applicable government policies and guidelines;
 - (iii) this deed and information concerning this deed will be published on RMS' contracts register in accordance with the GIPA Act; and
 - (iv) RMS and RMS' Representative may make this deed available to any person as required by any applicable Law.
- (b) The parties acknowledge that:
- (i) RMS has consulted with the Project Company, the Contractor and the ER in relation to the disclosure of those parts of this deed that are not Commercially Sensitive Information;
 - (ii) RMS will notify the Project Company, the Contractor and the ER of any proposed disclosure of any information that RMS considers (acting reasonably) may be Commercially Sensitive Information by RMS under the GIPA Act no later than 20 Business Days before the proposed date of disclosure;
 - (iii) following notification by RMS in accordance with clause 10.3(b)(ii), RMS will take reasonable steps to consult with the Project Company, the Contractor and the ER before disclosing the information referred to in clause 10.3(b)(ii), including under the GIPA Act; and
 - (iv) if, following:
 - (A) notification by RMS in accordance with clause 10.3(b)(ii); or
 - (B) consultation between the parties in accordance with clause 10.3(b)(iii),the Project Company, the Contractor or the ER objects to the disclosure of some or all of the information referred to in clause 10.3(b)(ii), on the basis that it is Commercially Sensitive Information, the Project Company, the Contractor or the ER (as applicable) must provide details of any such objection within 5 Business Days of the date the Project Company, the Contractor or the ER (as applicable) received notification from RMS or the date on which the consultation process concluded (as relevant).
- (c) RMS may take into account any objection received from the Project Company, the Contractor or the ER pursuant to clause 10.3(b)(iv) in determining whether the information identified by the Project Company, the Contractor or the ER as Commercially Sensitive Information should be disclosed.
- (d) Nothing in this clause 10.3 will limit or otherwise affect the discharge of RMS' obligations under the GIPA Act.

11. NOTICES

11.1 How to give a notice

- (a) Wherever referred to in this clause, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) At any time and from time to time RMS' Representative or the Project Company's Representative may notify the ER and the Contractor that a PDCS will be used for giving Notices under or in connection with this deed. [RMS' Representative's or the Project Company's Representative's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the other parties to use the PDCS; and
 - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) Each Notice must:
 - (i) before the date referred to in clause 11.1(b)(ii), be:
 - (A) in writing, signed by or on behalf of the person giving it;
 - (B) addressed to the person to whom it is to be given; and
 - (C) either:
 - (aa) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (bb) subject to clause 11.1 (d), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address;
 - (ii) on and from the commencement date for use of the PDCS referred to in clause 11.1(b)(ii), be:
 - (A) subject to clause 11.1(c)(iii), sent through the PDCS in accordance with the requirements set out in clause 11.6;
 - (B) in writing, signed by or on behalf of the person giving it;
 - (C) addressed to the person to whom it is to be given; and
 - (iii) in circumstances where the PDCS is temporarily disabled or not operating, issued in accordance with clause 11.1(c)(i); and
 - (iv) in the case of Notices which have been sent in accordance with clause 11.1(c)(i)(C)(bb) or 11.1(c)(ii) under clauses 1.7, 6. 7.4 or 8.1, in addition to the Notice sent pursuant to clause 11.(c)(i)(C)(bb) or 11.1(c)(ii), a copy of the Notice must also be printed and delivered or posted to the person's address in accordance with clause 11.1(c)(i)(C)(aa).
- (d) The other parties must:

- (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) ensure all relevant personnel attend all necessary training required by RMS' Representative or the Project Company's Representative;
 - (iv) advise RMS' Representative or the Project Company's Representative of which personnel require access to the PDCS;
 - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 11.1(c)(ii) to RMS' Representative or the Project Company's Representative through the PDCS.
- (e) RMS and the Project Company have no liability for any losses the ER or the Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the ER and the Contractor will not be entitled to make, and RMS and the Project Company will not be liable upon, any Claim against RMS or the Project Company arising out of or in connection with the ER's or the Contractor's access to or use of the PDCS or any failure of the PDCS.

11.2 Effectiveness of notices

- (a) A Notice referred to in clause 11.1(c)(iii) will not be effective unless it is delivered in accordance with clause 11.1(c)(i)(C)(aa); and
- (b) a Notice issued pursuant to clause 11.1(c)(iii) and a Notice issued pursuant to clause 11.1(c)(i)(C)(aa) must be identical, and in the event that they are not identical, neither Notice will constitute a valid Notice.

11.3 When a notice is given

A Notice that complies with this clause 11 is regarded as given and received:

- (a) if it is sent by mail:
 - (i) within Australia – 2 Business Days after posting; or
 - (ii) to or from a place outside Australia – 5 Business Days after posting;
- (b) subject to clause 11.3(d), if it is sent by email:
 - (i) by 5:00pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; or
 - (ii) after 5:00pm (local time in the place of receipt) on a Business Day, or a day that is not a Business Day - on the Business Day following the date on which it is sent equivalent to the date shown on the automatic receipt notification received by the party (as applicable) sending the email from the recipient; and

- (c) subject to clause 11.3(d), if it is sent through the PDCS, at the time recorded on the PDCS as being the time at which the Notice was sent, unless that delivery is made on a non-Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and
- (d) where clause 11.1(c)(iii) applies, the relevant Notice will be taken to have been received on the later of:
 - (i) the date determined in accordance with clause 11.3(b) or clause 11.3(c) (as the case may be); and
 - (ii) the date determined in accordance with clause 11.3(a).

11.4 **Address for notices**

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

RMS

Address: 101 Miller Street
North Sydney
NSW 2060

Email address: [REDACTED]

Attention: General Manager Motorway Projects

Fax number: 02 8588 4171

Project Company

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

Email address: [REDACTED]

Attention: [REDACTED]

Contractor

Address: Level 8, Tower 1, 495 Victoria Avenue
Chatswood
NSW 2067

Email address: [REDACTED]

Attention: [REDACTED]

ER

Address: *[insert]*

Email address: *[insert]*

Attention: *[insert]*

11.5 **Communications by email**

With respect to communications sent by email:

- (a) only the letter in .pdf format attached to the email and, subject to clause 11.5(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 11. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 11.1(c)(ii) will only form part of a communication under this clause 11 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
 - (i) to ensure that their respective firewall and/or mail server (as applicable):
 - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received;
 - (B) does not trap any messages in the spam filter which:
 - (aa) in the case of notices sent by RMS to the Project Company, the Contractor or the ER, have been sent from rms.nsw.gov.au;
 - (bb) in the case of notices sent by the Project Company to RMS, the Contractor or the ER, have been sent from @westconnex.nsw.gov.au;
 - (cc) in the case of notices sent by the Contractor to RMS, the Project Company or the ER, have been sent from lsjh.com.au, leicon.com.au, c.leicon.com.au, Leighton.com.au, jhg.com.au, Samsung.com.au or theiss.com.au; and
 - (dd) in the case of notices sent by the ER to RMS, the Project Company or the Contractor, have been sent from [insert domain]; and
 - (ee) automatically sends a receipt notification to the sender upon receipt of a message; and
 - (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

11.6 Communications by the PDCS

With respect to Notices sent through the PDCS:

- (a) only the text in any Notice, or subject to clause 11.6(b), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
- (b) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (i) pdf format;
 - (ii) a format compatible with Microsoft Office; or

- (iii) such other format as may be agreed between the parties in writing from time to time.

12. MISCELLANEOUS

12.1 Further acts

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

12.2 Governing Law

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

12.3 Jurisdiction

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 12.3(a).

12.4 RMS as a public authority

- (a) Subject to clause 12.4(b), the Project Company, the Contractor and the ER acknowledge and agree that:
 - (i) nothing in this deed or in any of the Project Documents will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of RMS to exercise any of its functions and powers pursuant to any legislation; and
 - (ii) without limiting clause 12.4(a)(i) anything which RMS does, fails to do or purports to do pursuant to its functions and powers under any legislation will be deemed not to be an act or omission by RMS under this deed and will not entitle the Project Company, the Contractor or the ER to make any Claim against RMS arising out of the subject matter of this deed and the other Project Documents to which RMS is a party.
- (b) The parties agree that clause 12.4(a) is taken not to limit any liability which RMS would have had to the Project Company, the Contractor or the ER under this deed, or any other Project Document to which RMS is a party, as a result of a breach by RMS of a term of this deed or any other Project Document to which RMS is a party but for clause 12.4(a).

12.5 Variation

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

12.6 Assignment

- (a) Neither the Contractor nor the Environmental Representative may assign, novate or otherwise transfer any of their respective rights or obligations under this deed without the prior written consent of each other party to this deed.
- (b) The Project Company may, in its absolute discretion and without consent from the Contractor or the Environmental Representative, assign, novate or otherwise transfer any of its rights or obligations under this deed.

12.7 Waiver

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

12.8 Counterparts

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

12.9 Indemnities

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

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

12.10 Entire Agreement

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

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

12.11 **No representation or reliance**

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

12.12 **Severance**

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

12.13 **Moratorium Legislation**

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

12.14 **Joint and several liability**

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

12.15 **Exclusion of proportionate liability scheme**

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

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

12.16 **Limitation on Liability**

Despite any other provision of this deed, the Contractor's maximum aggregate liability to the counterparties to this deed [and any person to whom the D&C Deed is novated or assigned in

accordance with the terms of this deed], in respect of any claim or liability under, arising out of or in connection with the M4 East Project:

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

SCHEDULE 1

Project Documents

1.	Project Deed
2.	[D&C Deed]

SCHEDULE 2

ER Services

The ER must:

- (a) discharge the role, functions, obligations, duties and services which the Project Documents require to, or contemplate will, be discharged by the ER, including those identified in the Planning Approval;
- (b) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Documents of the "ER" and the "Environmental Representative" and review information made available to the ER by the Other Parties in order to become fully acquainted with the M4 East Project;
- (c) attend meetings and report as required from time to time by the Other Parties;
- (d) carry out any additional services in relation to the M4 East Project as jointly directed in writing by the Other Parties;
- (e) submit in sufficient time to the Other Parties for review and comment a copy of any proposed certificate, approval or report to be issued by the ER (and each proposed direction or instruction, to the extent there is sufficient time for this to be done) before such document is issued by the ER;
- (f) provide any written approvals and certification required by the Planning Approval from the ER and ensure that copies of any such approvals and certification are provided at the same time to the Other Parties;
- (g) provide to the Other Parties a monthly register of complaints resulting from any activity approved by the ER. Copies of complaints relating to noise and vibration issues must be forwarded to the Other Parties immediately;
- (h) periodically audit and monitor the Project Company's and the Contractor's environmental activities to evaluate the implementation, effectiveness and level of compliance of on-site construction activities with the [EMP (Construction Stage)], including carrying out site inspections of the Project Works, the Temporary Works, the Project Company's Activities and the Contractor's Activities (as applicable) at least fortnightly;
- (i) record and provide a written report at least monthly to the Other Parties identifying non-conformances with the [EMP (Construction Stage)] that require the Project Company or the Contractor to undertake mitigation measures to avoid or minimise any adverse impacts on the environment and/or report on changes required to the [EMP (Construction Stage)];
- (j) direct the Project Company or the Contractor to stop work immediately if, in the view of the ER, an unacceptable impact on the environment is occurring or is likely to occur. The ER may also require the Project Company or the Contractor to initiate reasonable actions, such as the introduction and authorisation of Hold Points by the ER, to avoid or minimise adverse impacts;
- (k) review corrective and preventive actions to ensure the effective implementation of mitigation measures to avoid or minimise the adverse impacts on the environment and/or required changes to the [EMP (Construction Stage)] identified in audits and inspections of the Project Works, the Temporary Works, the Project Company's Activities and the Contractor's Activities (as applicable);

- (l) provide monthly reports to the Other Parties on matters relevant to carrying out the ER's role, including the issue of any stop work notices; and
- (m) immediately, and at the same time, provide advice to the Other Parties of any major issues resulting from the construction of the Project Works or the Temporary Works that were not dealt with expediently or adequately by the Project Company or the Contractor.

SCHEDULE 3

Payment Schedule

1. PAYMENT CLAIM

At the end of each month after the date of the Project Deed, the ER must submit to the Other Parties an account for payment on account of the Fee:

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

2. PAYMENT

Subject to clause 7 of this Payment Schedule, the Contractor must, within 30 days after receipt of the account for the month, pay the ER that portion of the Fee attributable to the Services performed during the month.

3. NOTIFICATION OF DISPUTED AMOUNTS

The Contractor must pay the ER any amount included in the account which it does not dispute. If the Contractor disagrees with an amount included in the account, the Contractor must notify the ER (with a copy to the other parties) in writing of the reasons for any amount which is disputed.

If the parties do not resolve the matter within 10 Business Days after the issue of the Contractor's written notice, Project Company's Representative (acting reasonably and independently) must determine the dispute.

4. THE FEE

The Fee consists of [].

5. SCHEDULE OF RATES

Design Phase Services – adjustments

Nominated Personnel	Daily Rate (\$) (excluding GST)
[]	[]

Construction Phase Services

Nominated Personnel	Performance Time (Days)	Daily Rate (\$) (excluding GST)	Total (\$) (excluding GST)
[]	[]	[]	[]
[]	[]	[]	[]

Budget - Construction (excl GST)	[]
---	-----

These rates contain allowances for the provision of all materials, work, disbursements (other than as described in and payable under clause 6 of this Payment Schedule) and other costs necessary for and arising out of or in connection with the Services for which the ER is to be paid on a schedule of rates basis under this deed.

6. DISBURSEMENTS

- (a) Subject to clause 6(b) below, the ER will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the ER is to be paid on a schedule of rates basis under this deed if those disbursements:
 - (i) have been reasonably and properly incurred for the sole purpose of performing Services for which the ER is to be paid on a schedule of rates basis in accordance with this deed;
 - (ii) were approved in writing by the Contractor prior to being incurred where they exceed [\$]; and
 - (iii) are supported by documentation provided to the Contractor which is satisfactory to the Project Company.
- (b) The ER is not entitled to reimbursement of costs relating to vehicles and telecommunications.
- (c) The ER will not be entitled to make any claim against the Contractor (or any of the other parties) arising out of or in connection with disbursements or other costs incurred in connection with the performance of the Services other than in accordance with clause 6(a) above.

7. MONTHLY PAYMENT SCHEDULE FOR LUMP SUMS

The ER is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month in question. Subject to clauses 1 and 2 of this Payment Schedule, the indicative monthly payment to be made under the lump sum and schedule of rates items (excluding disbursements) is set out in the following table:

Month after date of the Project Deed <i>[Note to Tenderers: To be adjusted to number of months required]</i>	Payment (\$) (excluding GST)
1	[]
2	[]
3	[]
4	[]
5	[]
6	[]
7	[]
8	[]

Month after date of the Project Deed <i>[Note to Tenderers: To be adjusted to number of months required]</i>	Payment (\$) (excluding GST)
9	[]
10	[]
11	[]
12	[]
13	[]
14	[]
15	[]
16	[]
17	[]
18	[]
19	[]
20	[]
21	[]
22	[]
23	[]
24	[]
25	[]
26	[]
27	[]
28	[]
29	[]
TOTAL (excluding GST)	[]

8. GST

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

SCHEDULE 4
Commercially Sensitive Information

Schedule 5

Environmental Representative Deed Poll

(clause 2.5)

Form of Environmental Representative Deed Poll

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

By: [*insert name of Environmental Representative*] (ABN [*insert Environmental Representative's ABN*]) of [*insert Environmental Representative's address*] (*Environmental Representative*),

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

WestConnex Delivery Authority (ABN 33 855 314 176)) of Level 9, 101 Miller Street, North Sydney NSW 2060 (*WDA*);

WCX M4 Pty Limited (ACN 602 963 806) of Level 18, 101 Miller Street, North Sydney, NSW 2060 (the *Principal*);

[**Tolling Contractor (Back Office)** [*insert company details*]];

RailCorp being the agency of Transport for NSW by that name;

The Rizzani Leighton Joint Venture, being an unincorporated joint venture comprising Rizzani de Eccher Australia Pty Ltd (ABN 80 147 862 897) of Level 1, 488 Botany Road Alexandria NSW 2014 and Leighton Contractors Pty Limited (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue Chatswood NSW 2067, and

The Leighton Samsung John Holland Joint Venture being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) of Level 3, 145 Eagle Street, Brisbane, Queensland 4000 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road, Melbourne, Victoria 3004 (the *Contractor*),

(together the *Beneficiaries*).

Recitals

- A RMS is responsible for the road network in Sydney.
- B WDA is a public subsidiary corporation constituted by Part 4A of the *Transport Administration (General) Regulation 2013* (NSW). WDA is authorised to exercise the functions of RMS under the *Roads Act 1993* (NSW) and the *Transport Administration Act 1988* (NSW) for the purposes of delivering the WestConnex Motorway Project.
- C The Principal and the Contractor have engaged the Environmental Representative to perform Services in relation to Stage 1B of WestConnex, comprising the extension of the M4 Motorway (the *Works*).
- D On or about the date of this Deed, the Contractor entered into the D&C Deed with the Principal in respect of the Project.
- E The Beneficiaries are relying on the Environmental Representative to perform Services in accordance with the Deed of Appointment of Environmental Representative.
- F The Beneficiaries will suffer loss if the Environmental Representative does not perform Services in accordance with the Deed of Appointment of Environmental Representative.

G It is a condition of the Deed of Appointment of Environmental Representative that the Environmental Representative executes this Deed Poll.

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

- 1 It will comply with its obligations under the Deed of Appointment of Environmental Representative.
- 2 The aggregate of the Environmental Representative's liability to the Beneficiaries under this Deed Poll and the Environmental Representative's liability to the Principal under the Deed of Appointment of Environmental Representative:
 - (a) will not exceed the liability which the Environmental Representative would have had under the Deed of Appointment of Environmental Representative if the Deed of Appointment of Environmental Representative had named, as Principal, the Beneficiaries and the Principal jointly and severally;
 - (b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Deed of Appointment of Environmental Representative.
- 3 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Contractor is to be construed as doing so only to the extent permitted by law.
- 4 Beneficiaries
 - (a) The Principal may at any time give notice to the Environmental Representative that another entity is to become an additional Beneficiary under this Deed Poll. The Principal may give multiple notices under this clause. The Environmental Representative agrees that on and from the date of The Principal's notice, the entity identified by the Principal will be a Beneficiary under this Deed Poll.
 - (b) If for any reason a Beneficiary is unable to enforce against the Environmental Representative its promises under this Deed Poll, the Environmental Representative agrees that the Principal may do so on behalf of any and all Beneficiaries.
- 5 The Beneficiaries may assign or charge the benefits and rights accrued under this Deed Poll.
- 6 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
- 7 The Environmental Representative hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 8 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
- 9 Where terms used in this Deed Poll are defined in the D&C Deed, those terms have the meaning given to them in the D&C Deed.

EXECUTED as a Deed Poll.

Executed by **[insert Environmental Representative's name]** ABN **[insert Environmental Representative's ABN]**

by
in the presence of:

Signature of Director

Signature of Secretary / other Director

Name of Director in full

Name of Secretary / other Director in full

EXECUTED as a deed.

Signed by **Roads and Maritime Services**, by its delegate, in the presence of:

Signature of delegate

Signature of witness

Name

Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **WCX M4 Pty Limited** (ACN 602 963 806):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed under Power of Attorney dated [insert] for **Leighton Contractors Pty Ltd** (ABN 98 000 893 667) (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name

Executed under Power of Attorney number 2015-3958 dated 26 My 2015 for **Samsung C&T Corporation** (ABN 49 160 079 470) by:

Attorney

Witness

Print Name

Print Name

Executed under Power of Attorney dated 29 May 2015 for **John Holland Pty Ltd** (ABN 11 004 282 268) (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney in the presence of:

Attorney

Witness

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by [INSERT NAME & ABN OF ENVIRONMENTAL REPRESENTATIVE]:

Director Signature

Director/Secretary Signature

Print Name

Print Name

SCHEDULE 31A
Senior Project Group

(clause 8.5)

1. CONSTITUTION

- (a) The Senior Project Group will consist of:
 - (i) prior to the Date of Completion of the final Stage to achieve Completion:
 - (A) a person appointed under:
 - (aa) clause 8.1 as the representative of RMS; and
 - (bb) clause 8.3 as the representative of the Project Company;
 - (B) 2 persons from each party holding positions more senior to the persons referred to in paragraph 1(a)(i)A; and
 - (C) such other members as the parties may from time to time agree; and
 - (ii) after the Date of Completion of the final Stage to achieve Completion:
 - (A) a person appointed under:
 - (aa) clause 8.1 as the representative of RMS; and
 - (bb) clause 8.3 as the representative of the Project Company; and
 - (B) such other members as the parties may from time to time agree.
- (b) The persons referred to in paragraph 1(a) may appoint delegates to attend Senior Project Group meetings in their absence and to otherwise discharge their responsibilities under clause 8.5 of this deed and this Schedule 31A.

2. OBJECTIVES

The objectives of the Senior Project Group will be to monitor and review the progress of the Project, including to:

- (a) assist in the resolution of any special matters referred to the Senior Project Group by a party, including issues arising in respect of the Third Party Agreements;
- (b) monitor the progress of the Project Company's Activities; and
- (c) review all progress reports provided in accordance with the Project Company Documentation Schedule.

3. **MEETINGS**

- (a) The Senior Project Group will meet:
 - (i) monthly prior to the Date of Completion of the final Stage to achieve Completion; and
 - (ii) at six monthly intervals between the Date of Completion of the final Stage to achieve Completion and the second anniversary of the Date of Completion of the final Stage to achieve Completion; and
 - (iii) at such other times as are agreed between the parties between the second anniversary of the Date of Completion of the final Stage to achieve Completion and the Expiry Date.
- (b) RMS will convene and chair meetings of the Senior Project Group and will take the minutes of all meetings and distribute the minutes to members of the Senior Project Group.
- (c) RMS:
 - (i) has the right to have representatives of any Authority attend any meeting of the Senior Project Group as observers; and
 - (ii) may request the Project Company to procure the attendance of representatives of the Operator, Subcontractors or any subcontractor, supplier or consultant of them at any meeting of the Senior Project Group and the Project Company must comply with any such request.
- (d) The Project Company has the right to have a representative of the Subcontractors and the Operator attend any meeting of the Senior Project Group as an observer.

PART C
ADMINISTRATIVE

SCHEDULE 32

Project Plans

(Clause 9.5)

1. PROJECT PLANS

- (a) Each Project Plan must:
 - (i) where an initial plan exists for the relevant Project Plan and is contained in Appendices E.6 to E.18 of the M4 East SWTC and Appendices J04 to J12 of the M4 West SPR, be based upon that initial plan;
 - (ii) whether or not an initial plan exists for the relevant Project Plan, be prepared and further developed in accordance with this deed, including this Schedule 32 and section 5 of the M4 East SWTC; and
 - (iii) contain any relevant contents required under this deed, including as specified in Appendix J02 of the M4 West SPR and Appendix C.1 of the M4 East SWTC.
- (b) Each Project Plan must be initially submitted to the Independent Certifier and RMS's Representative within any relevant time period specified in this deed (including as specified in Appendix C.1 of the M4 East SWTC and Appendix J02 of the M4 West SPR).

2. REVIEW OF PROJECT PLANS

- (a) RMS's Representative may:
 - (i) review any Project Plan submitted under this Schedule 32; and
 - (ii) if the Project Plan submitted does not comply with this deed, notify the Project Company of that within 15 Business Days of the initial submission of the Project Plan.
- (b) If the Project Company receives a notice under section 2(a)(ii) of this Schedule 32, the Project Company must promptly submit an amended Project Plan, or relevant part or component of it, to the Independent Certifier and RMS's Representative.
- (c) RMS's Representative owes no duty to the Project Company to review any Project Plan submitted by the Project Company for errors, omissions or compliance with this deed.

3. PURPOSE OF PROJECT PLANS

The Project Company acknowledges and agrees that:

- (a) an intended purpose of each Project Plan is for the Project Company to provide a detailed description of how the Project Company intends to carry out the Project Company's Activities in accordance with the requirements of this deed with respect to the subject matter of each Project Plan; and
- (b) the Project Plans will require ongoing development, amendment and updating throughout the duration of the Project Company's Activities to take into account:
 - (i) Changes;
 - (ii) changes in Law;

- (iii) the commencement of new phases or stages of design and construction as shown in the Overall D&C Program and the Subsidiary D&C Programs;
- (iv) those events or circumstances expressly identified for each Project Plan including as specified in Appendix C.1 of the M4 East SWTC and Appendix J02 to the M4 West SPR; and
- (v) any other events or circumstances which occur or come into existence and which have, or may reasonably be expected to have, a material effect on the manner in which the Project Company carries out the Project Company's Activities.

4. **WARRANTIES AND UNDERTAKINGS**

The Project Company:

- (a) warrants that each Project Plan will be fit for its intended purpose and that compliance by it with the Project Plans will enable it to fulfil its obligations under this deed;
- (b) must not decrease or otherwise reduce the scope of any Project Plan, or the scope of work or level of effort or expertise required by a Project Plan, or the number of personnel or extent of surveillance required, including any initial Project Plan and any revision of a Project Plan, without the prior written approval of RMS's Representative (which must not be unreasonably withheld); and
- (c) must continue to develop and promptly amend or update the Project Plans:
 - (i) to take into account:
 - (A) the circumstances and events referred to in section 3(b) as those circumstances and events occur or come into existence; and
 - (B) any breach or potential breach of the warranties referred to in section 4(a); and
 - (ii) as otherwise specified in the SWTC, including Appendix C.1 of the M4 East SWTC and Appendix J02 of the M4 West SPR,

and promptly submit each further Project Plan to the Independent Certifier and RMS's Representative as it is further developed, amended or updated.

5. **RMS DIRECTION**

If RMS's Representative believes that:

- (a) any Project Plan does not comply with the requirements of this deed; or
- (b) the Project Company has not further developed, updated or amended any Project Plan in accordance with the requirements of section 3(b),

RMS's Representative may by written notice direct the Project Company to further develop, update or amend the Project Plan so that the Project Plan will comply with the requirements of this deed, specifying:

- (c) the reasons why such development, updating or amending is required; and
- (d) the time within which such development, updating or amending must occur,

and the Project Company must:

- (e) further develop, update or amend the Project Plan as directed by RMS's Representative and so that it complies with the requirements of this deed; and
- (f) submit the further developed, updated or amended Project Plan to RMS's Representative within the time specified in section 5(d).

SCHEDULE 32A

Monthly Operational Management Reporting Requirements

(Clause 20)

The Project Company must provide a Monthly Operational Management Report which:

- (a) is in a format:
 - (i) consistent with the monthly report provided by the Project Company to its board of directors; and
 - (ii) otherwise acceptable to RMS, acting reasonably; and
- (b) includes details of the Project Company's and its Related Parties':
 - (i) compliance with its obligations under WHS Legislation, the Project WHS Management Plan and clauses 9.7 to 9.9 (inclusive), including a summary of safety statistics meetings, work health and safety issues, safety processes, initiatives and training;
 - (ii) operations and traffic management, including traffic data and performance, significant incidents and operational issues and maintenance lane closures (other than information which is not publicly available);
 - (iii) maintenance activities, broken down into the key areas of work, including toll equipment, mechanical, electrical, IT systems, tunnel fire systems, civil and building, graffiti management and landscaping;
 - (iv) maintenance management activities, including details of any Subcontracts entered into in respect of maintenance activities, improvements, expansions, shutdown works and risk management;
 - (v) training activities;
 - (vi) quality, environment and community issues, including environmental monitoring, incidents of hazardous spills and queries or complaints from members of the community;
 - (vii) traffic volumes for the month to which the Monthly Operational Management Report relates, and historical traffic volumes for the 12 months preceding that month;
 - (viii) issues relating to the availability and reliability of the Motorway; and
 - (ix) any emerging issues, including technical and commercial issues.

SCHEDULE 33

Quality Management

(Clause 12.1)

1. QUALITY MANAGEMENT, VERIFICATION AND CERTIFICATION

- (a) RMS and the Project Company acknowledge that the design and construct project delivery method chosen for the Project Company's Activities, Project Works and the Temporary Works:
 - (i) requires the Project Company to assume responsibility for all aspects of quality for the Project Company's Activities and for the durability of the Project Works and the Temporary Works;
 - (ii) allows the Independent Certifier to observe, monitor, audit and test all aspects of quality in the Project Company's Activities and the durability of the Project Works and the Temporary Works to certify compliance with the requirements of this deed;
 - (iii) requires the Independent Certifier by reviewing and assessing quality in the Project Company's Activities and the durability of the Project Works, the Temporary Works and the Motorway, to certify the Project Company's compliance with the requirements of this deed; and
 - (iv) allows RMS's Representative to monitor compliance of the Project Company's Activities with the requirements of this deed.
- (b) The Project Company must ensure a Quality Manager is engaged for each Stage who must:
 - (i) independently certify the effectiveness and integrity of the Project Company's quality system in achieving conformance with the requirements of this deed;
 - (ii) report to RMS's Representative and the Independent Certifier on quality issues in accordance with the requirements of this deed; and
 - (iii) have the requisite experience and ability to carry out the functions described in sections 1(b)(i) and (ii).
- (c) RMS and the Project Company acknowledge that there will be:
 - (i) a Quality Manager for M4 East; and
 - (ii) a Quality Manager for M4 West,and, accordingly, the functions of the Quality Manager under this deed will be performed separately in respect of each Stage.
- (d) The Project Company must provide to RMS's Representative:
 - (i) in respect of the M4 East, a certificate executed by the Quality Manager:
 - (A) in the form of Appendix A within 3 months after the M4 East Amendment Date;

- (B) in the form of Appendix B every 3 months from the M4 East Amendment Date until the Date of Opening Completion of that Stage;
 - (C) in the form of Appendix C as a condition precedent to Opening Completion of the M4 East; and
 - (D) in the form of Appendix D upon the expiry of the last Defects Correction Period of that Stage; and
- (ii) in respect of the M4 West, a copy of a certificate executed by the Quality Manager:
- (A) in the form of Schedule 9 of the M4 West D&C Deed every 3 months from the Initial Date until the Date of Completion of that Stage;
 - (B) in the form of Schedule 10 of the M4 West D&C Deed as a condition precedent to Completion of the M4 West; and
 - (C) in the form of Schedule 11 of the M4 West D&C Deed upon the expiry of the last Defects Correction Period of that Stage.
- (e) The Project Company must provide to RMS's Representative:
- (i) in respect of M4 East, a certificate executed by the Independent Certifier:
- (A) in the form of Appendix E within 3 months after the M4 East Amendment Date;
 - (B) in the form of Appendix F every 3 months from the M4 East Amendment Date in respect of the M4 East until the Date of Opening Completion of that Stage; and
 - (C) in the form of Appendix G upon the expiry of the last Defects Correction Period of that Stage.
- (ii) in respect of the M4 West:
- (A) where a replacement Independent Certifier has not been engaged in accordance with clause 12.5(c), a copy of a certificate executed by the M4 West D&C Independent Certifier:
 - (aa) in the form of Schedule 14 of the M4 West D&C Deed every 3 months after the Initial Date until Completion of the M4 West;
 - (bb) in the form of Schedule 15 of the M4 West D&C Deed as a condition precedent to Completion of the M4 West; and
 - (cc) in the form of Schedule 18 of the M4 West D&C Deed upon the expiry of the last Defects Correction Period of that Stage; and
 - (B) where a replacement Independent Certifier has been engaged in accordance with clause 12.5(c), a certificate executed by the Independent Certifier:
 - (aa) in the form of Appendix F every 3 months from the date it is engaged by RMS and the Project Company in respect of the M4 West until the Date of Opening Completion of that Stage; and

- (bb) in the form of Appendix G upon the expiry of the last Defects Correction Period of that Stage..
- (f) The Independent Certifier must audit and review each revision of the Quality Plan within 10 Business Days after submission of that plan to RMS's Representative.
- (g) The Project Company must provide to RMS's Representative:
 - (i) in respect of the M4 East, a certificate executed by the Project Company's Environmental Manager in the form of Appendix H every 3 months from the M4 East Amendment Date in respect of M4 East until the Date of Opening Completion of the Stage; and
 - (ii) in respect of the M4 West, a copy of a certificate executed by the "Environmental Manager" identified under the M4 West D&C Deed in the form of Schedule 29 of the M4 West D&C Deed every 3 months from the Initial Date until Completion of the M4 West.
- (h) The Project Company must provide to RMS's Representative a certificate executed by the Project Company in the form of Appendix I, in accordance with clause 13.3(c)(i) of the deed.
- (i) The Project Company must provide RMS's Representative a certificate executed by the Independent Certifier:
 - (i) in respect of the M4 East, a certificate it has executed in the form of Appendix K, in accordance with clause 13.3(c)(i); and
 - (ii) in respect of the M4 West:
 - (A) where a replacement Independent Certifier has not been engaged in accordance with clause 12.5(c), a copy of a certificate it has executed in the form of Schedule 15 of the M4 West D&C Deed; or
 - (B) where a replacement Independent Certifier has been engaged in accordance with clause 12.5(c), a certificate it has executed in the form of Appendix K, in accordance with clause 13.3(c)(i).

2. **HOLD POINTS**

The Project Company must comply with the Hold Point procedures required by this deed, including as inserted in Project Plans by the Independent Certifier pursuant to clause 12.3(d)(iii).

3. **PROJECT QUALITY NON-CONFORMANCE**

- (a) The Project Company must comply with the procedure for non-conformances set out in Appendix C.7 of the M4 East SWTC and Appendix J01 of the M4 West SPR and the Quality Plan. Further to the provisions of clause 8.3(b) of AS/NZS ISO 9001-2008, the use, release or acceptance of nonconforming work can only be given by RMS's Representative, in its absolute discretion and without being under any obligation to do so.
- (b) Corrective actions implemented under the Project Company's quality system must comply with the requirements of this deed including the SWTC.
- (c) The Project Company must promptly issue all documents relating to quality non-conformances to RMS's Representative.

4. **MONITORING AND AUDITS**

The Project Company must:

- (a) have its compliance with the Project Plans audited at intervals not exceeding 6 months during the Project Works and its compliance with the Project Plans audited at intervals not exceeding 12 months during the Term at its cost by an independent auditor who is acceptable to RMS;
- (b) permit representatives of RMS and the Independent Certifier to be present during such audits; and
- (c) deliver 2 copies of each audit report to RMS and the Independent Certifier within 5 Business Days of its completion.

5. **TESTING**

The Project Company must carry out all tests required:

- (a) by this deed; or
- (b) otherwise directed by RMS's Representative.

The costs of a test which is directed by RMS's Representative and which is not otherwise required by this deed will be borne by RMS unless the test detects a Defect or is upon a Defect.

Appendix A

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(A) of Schedule 33 to the deed between RMS and **WCX M4 Pty Limited** (ABN 92 602 963 806) (**Project Company**) with respect to M4 East, I hereby certify that the Project Company's Quality Management System under clause 12.1 and Schedule 33 of the deed is in accordance with RMS's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by

[**Quality Manager**]

Appendix B

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(B) of Schedule 33 of the deed between RMS and **WCX M4 Pty Limited** (ABN 92 602 963 806) (**Project Company**) dated [] with respect to the M4 East, I hereby certify that between the following dates [***Insert dates of preceding 3 month period***]:

- (a) the Project Company's quality system under clause 12.1 and Schedule 33 of the deed was in accordance with AS/NZS ISO 9001 - 2008 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Project Company's quality system were in accordance with AS/NZS ISO 9001 - 2008;
- (c) the Project Company complied with and satisfied the requirements of RMS's General Specification Q6;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Project Company was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the RMS's Representative and the Independent Certifier in accordance with the deed.

.....

Signed by

[**Quality Manager**]

Appendix C

Opening Completion WestConnex M4 Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(C) of Schedule 33 of the deed between RMS and **WCX M4 Pty Limited** (ABN 92 602 963 806) (**Project Company**) dated [] with respect to the M4 East, I hereby certify in relation to the M4 East that:

- (a) the Project Company has complied with and satisfied the requirements of RMS's General Specification Q6;
- (b) the Project Company has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 13.3 of the deed, subject to minor Defects as referred to in paragraph 1 of Part 1 of Schedule 37;
- (c) the release of all Hold Points has been undertaken in accordance with the deed; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and RMS's Representative in accordance with the deed.

.....

Signed by

[**Quality Manager**]

Appendix D

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [**Quality Manager**]

In accordance with the terms of section 1(d)(i)(D) of Schedule 33 of the deed between RMS and **WCX M4 Pty Limited** (ABN 92 602 963 806) with respect to the M4 East, I hereby certify that as at the date of expiration of the last "Defects Correction Period" for M4 East as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the Project Company has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and RMS's Representative in accordance with the deed.

.....

Signed by

[**Quality Manager**]

Appendix E

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [*insert name of Independent Certifier*] (ABN [])

In accordance with the terms of section 1(e)(i)(A) of Schedule 33 of the deed between RMS and **WCX M4 Pty Limited** (ABN 92 602 963 806) dated [] with respect to the M4 East, we hereby certify that the Project Company's quality system under clause 12.1 and Schedule 33 of the deed is in accordance with RMS's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by and on behalf of

[*insert name of Independent Certifier*]

Appendix F

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: **[insert name of Independent Certifier]** (ABN [])

In accordance with the terms of section 1(e)(i)(B) of Schedule 33 of the deed between RMS and **WCX M4 Pty Limited** (ABN 92 602 963 806) (**Project Company**) dated [] with respect to the [M4 East / M4 West], we hereby certify that between the following dates [Insert dates of preceding 3 month period]:

- (a) the Project Company's quality system under clause 12.1 and Schedule 33 of the deed is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Project Company's quality system are in accordance with AS/NZS ISO 9001;
- (c) the Project Company has complied with and satisfied the requirements of RMS's General Specification Q6;
- (d) the release of Hold Points has been undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Project Company has been undertaken in accordance with the deed, including the [M4 East SWTC / M4 West SPR]; and
- (f) that documentation has been recorded and submitted to RMS's Representative in accordance with the deed.

.....

Signed by and on behalf of

[insert name of Independent Certifier] (ABN [])

Appendix G

WestConnex M4 East Project (Project)

(Clause 12.1 and Schedule 33)

To: RMS's Representative

From: [*insert name of Independent Certifier*] (ABN [])

In accordance with the terms of section 1(e)(i)(C) of Schedule 33 of the deed between RMS and **WCX M4 Pty Limited** (ABN 92 602 963 806) (**Project Company**) dated [] with respect to the [M4 East / M4 West], we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed with respect to the [M4 East / M4 West]:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the Project Company has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to RMS's Representative in accordance with the deed.

.....

Signed by and on behalf of

[*insert name of Independent Certifier*]

Appendix I

WestConnex M4 Project (Project)

(clauses 13.3(c)(i), Schedule 33 and [Project Company Documentation Schedule])

Project Company Design Certificate

To: RMS's Representative

From: [Project Company]

In accordance with the terms of clause 13.3(c) of the M4 Project Deed, the Project Company certifies that the attached Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the M4 Project Deed to the extent applicable to the Project Works including the SWTC and, in particular, the durability requirements in [section 4.8 of the M4 West SPR / section 4.5 of the M4 East SWTC] and the design life requirements in [section 4.7 of the M4 West SPR / section 4.2 of the M4 East SWTC]; and
- (c) does not involve or constitute a Change which has not been the subject of a Change Order or a notice issued by RMS under section 2.3 of the Change Procedure or a notice under clause 14 of the M4 Project Deed.

Signed by

[Project Company]

Appendix J

Not used

Appendix K

WestConnex M4 East Project (*Project*)

(Clause 13.3(c)(ii) and Project Company Documentation Schedule)

Independent Certifier Design Certificate

In accordance with the terms of clause 13.3(c) of the M4 Project Deed, the Independent Certifier verifies that the attached Design Documentation:

- (i) is appropriate for construction; and
- (ii) complies with this deed to the extent applicable to the Project Works including the [M4 East SWTC / M4 West SPR] and, in particular, the durability requirements in [section 4.8 of the M4 West SPR / section 4.5 of the M4 East SWTC] and the design life requirements in [section 4.7 of the M4 West SPR / section 4.2 of the M4 East SWTC].

Signed by

[Independent Certifier]

SCHEDULE 34

Change Procedure

(Clause 14)

1. CHANGES PROPOSED BY RMS

1.1 Change Proposal

- (a) RMS may at any time issue to the Project Company a notice titled "Change Proposal" setting out the details of a proposed Change which RMS is considering, including RMS's proposed requirements for the implementation of the proposed Change.
- (b) The Project Company acknowledges that RMS may issue a Change Proposal that decreases, omits, deletes or removes work from the scope of the:
 - (i) Project Works;
 - (ii) Temporary Works; or
 - (iii) O&M Work,

(Excluded Works) and may carry out that Excluded Work itself or may engage another person to carry out the Excluded Work on its behalf.
- (c) Except as directed in a Change Order or in respect of a Change contemplated in clauses 6.7(a), 7.4(a), 13.4(a)(ii)B, 25.2 or 39.1(c)(i) the Project Company will not be entitled to:
 - (i) make any Claim against RMS arising out of, or in any way in connection with, a Change proposed by RMS; or
 - (ii) vary or change the Project Works, the Temporary Works or the O&M Work.

1.2 Project Company Change Notice

As soon as practicable and in any event within 30 Business Days after receipt of a "Change Proposal" from RMS under section 1.1(a), the Project Company must provide RMS with a notice (**Project Company Change Notice**) setting out detailed particulars of:

- (a) estimated costs comprised of:
 - (i) in the event of a Change directed pursuant to clause 6 (and without limiting the Project Company's entitlement to all Change Costs under clause 6), the Project Company's estimate of the Change Costs described in paragraph (a) of the definition of "Change Costs" it will incur by carrying out the proposed Change (which may include the Project Company's Delay Costs), and substantiated (to the full extent possible) with a detailed breakdown; or
 - (ii) in the event of any Change other than a Change described in section 1.2(a)(i), the Project Company's estimate of the Change Costs it will incur, or the Change Savings it will derive, by carrying out the proposed Change (which may include the Project Company's Delay Costs), substantiated (to the full extent possible) with a detailed breakdown;

- (b) the basis (if any) on which the Project Company would be prepared to fund the whole or part of the Change and the cost difference if the Project Company, rather than RMS, funds the Change;
- (c) the effect (if any) the Project Company anticipates the Change will have on the Overall D&C Program and the Subsidiary D&C Programs and the Project Company achieving Opening Completion of a Stage by the Date for Opening Completion of the Stage and achieving Completion by the Date for Completion;
- (d) if the proposed Change will delay the Project Company in achieving Completion or Opening Completion of a Stage (as applicable), state the number of days for which the Date for Completion or the Date for Opening Completion (as applicable) should be adjusted to account for the delay together with the basis of calculating that period;
- (e) if the Change is proposed to be carried out in respect of a Stage after the Date of Completion of the Stage, the time within which the proposed Change will be implemented;
- (f) the effect the Project Company anticipates the Change will have on the performance of the Project Company's Activities, the Project Works, the Temporary Works and the O&M Work (including specific details of the work that will be affected and how and to what extent it will be affected);
- (g) the effect the Project Company anticipates the Change will have on the functionality or integrity of the elements of the Project Company's Activities, the Project Works, the Temporary Works and the O&M Work and the quality or performance standards required by this deed, including specific details of:
 - (i) the elements of the Project Company's Activities, the Project Works, the Temporary Works and the O&M Work that will be affected;
 - (ii) how and to what extent the functionality or integrity of those elements will be affected;
 - (iii) the quality or performance standards affected and how and to what extent they will be affected;
 - (iv) any adverse effect which the Change will have on the ability of the Project Company to satisfy its obligations under this deed (including any warranties the Project Company is required to give under this deed); and
 - (v) any adverse effect which the Change will have on the Project Company's ability to achieve Final Handover in accordance with the requirements of this deed;
- (h) any other information concerning the proposed Change which RMS's Representative reasonably requires, including:
 - (i) sufficient detail to allow RMS to reconsider the need for the Change; and
 - (ii) whether any land in addition to the Construction Site or the Motorway Site is required to implement the Change; and
- (i) the period within which the Project Company Change Notice remains valid for acceptance by RMS, which must be a reasonable period of not less than 20 Business Days after the date of the Project Company Change Notice (**Validity Period**).

RMS will not be obliged to proceed with any Change proposed in a "Change Proposal".

1.3 Project Company Change Notice Requirements

- (a) The Project Company must ensure that the Project Company Change Notice is prepared:
 - (i) so as to avoid, as far as practicable, the need for a new Approval or a Change to an existing Approval for the implementation of the Change;
 - (ii) on an open book basis with respect to:
 - (A) the Project Company's internal costs; and
 - (B) the costs of the Contractor and Operator (and to this end the Project Company must allow RMS review and audit rights sufficient to verify that the Project Company Change Notice has been prepared in accordance with the requirements of this deed (including the definitions of "Change Costs" and "Change Savings"));
 - (iii) assuming the Project Company is a willing, efficient and competent provider of the Change in an efficient and competitive market;
 - (iv) in a manner which is consistent with the reasonable requirements of RMS for the implementation of the Change;
 - (v) having regard to minimising:
 - (A) the disruption to road users;
 - (B) delay in achieving Opening Completion or Completion of a Stage, to the extent that it has not yet been achieved; and
 - (C) any adverse safety impacts of the Change;
 - (vi) in a manner which ensures that all appropriate insurances relevant to the Change are taken out and maintained consistently with those that would have been required by RMS or the Project Company's Activities if the Change had been included in the Project Company's Activities, Project Works, the Temporary Works or O&M Work as applicable, as at the M4 East Amendment Date (unless RMS or the Project Company's Activities otherwise determines); and
 - (vii) in a manner so that there is no double counting.
- (b) If RMS issues a Change Proposal in respect of a Stage after the Date of Completion of the Stage:
 - (i) RMS may require the Project Company to conduct a tender process for all or part of the works which would be required to effect the Change;
 - (ii) the tender process must be conducted consistently with the NSW Government's procurement policies in their form as at the date of RMS's Change Proposal (subject to necessary changes agreed between RMS and the Project Company (acting reasonably) to reflect that the Project Company is a private company rather than an Authority); and
 - (iii) the Project Company must:
 - (A) have regard to the outcome of the tender process (including the tender costs) in the Project Company Change Notice; or

- (B) if the Project Company has issued the Project Company Change Notice, amend the Project Company Change Notice to have regard to the outcome of the tender process (including the tender costs) and re-issue the Project Company Change Notice to RMS.

1.4 **Election by RMS**

Within the Validity Period, RMS must either:

- (a) advise the Project Company that RMS:
 - (i) requires further information and/or clarification with respect to the Project Company Change Notice; and/or
 - (ii) has altered the scope of the Change Proposal;
- (b) accept the Project Company Change Notice and, if the Project Company Change Notice contains any options, nominate which option or options RMS accepts;
- (c) reject the Project Company Change Notice; or
- (d) except in the case of a Change contemplated in clauses 6.7(a), 7.4(a), 13.4(a)(ii)B, 25.2 or 39.1(c)(i), withdraw the proposed Change,

by notice in writing to the Project Company (which in the case of section 1.4(b) must be titled "Change Order").

1.5 **Further information or altered scope**

If RMS issues a notice in accordance with section 1.4(a), the Project Company must provide RMS with an updated Project Company Change Notice addressing the issues raised by RMS within 30 Business Days after receipt of RMS's notice.

1.6 **Acceptance of the Project Company Change Notice**

If RMS accepts the Project Company Change Notice in accordance with section 1.4(b):

- (a) the Project Company must proceed to implement (or procure the implementation of) the Change on the basis of the Project Company Change Notice (as accepted by RMS); and
- (b) the Project Company's obligations under this deed will be varied, in each case to the extent specified in the Project Company Change Notice (as accepted by RMS).

1.7 **Rejection of the Project Company Change Notice**

- (a) If RMS rejects the Project Company Change Notice in accordance with section 1.4(c), RMS may require that:
 - (i) within a period of 5 Business Days after the date of RMS's notice under section 1.4(c), the parties commence consultation in good faith, and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Project Company Change Notice which are in dispute; and/or
 - (ii) if the Date of Completion of the relevant Stage has occurred, the Project Company conduct a tender process (if it has not already done so) in accordance with paragraph 1.3(b).

- (b) If the parties reach agreement on the disputed matters in the Project Company Change Notice and RMS directs the Project Company to proceed with the Change (by notice titled "Change Order"):
- (i) the Project Company must proceed to implement (or procure the implementation of) the Change on the basis of the Project Company Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Project Company Change Notice which were in dispute); and
 - (ii) the Project Company's obligations under this deed will be varied to the extent specified in the Project Company Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Project Company Change Notice which were in dispute).
- (c) If the parties are unable to reach agreement under section 1.7(a) within 10 Business Days after the later of:
- (i) the commencement of the consultation; or
 - (ii) the outcome of the tender process is advised to RMS (if applicable),
- RMS may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure. In resolving the dispute under the Dispute Resolution Procedure, the parties will, and will direct the expert or arbitrator to:
- (iii) have regard to the principles set out in section 1.3, to the extent relevant;
 - (iv) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
 - (v) determine all matters required to enable the Change to be implemented.
- (d) If RMS refers the matter for dispute resolution, RMS may also direct the Project Company to proceed to implement (or procure the implementation of) the Change by a notice titled "Change Order" whether or not the matters in dispute have been agreed or determined in accordance with the Dispute Resolution Procedure. If RMS gives such a notice:
- (i) the disputed matters will, until RMS and the Project Company otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by RMS. In making its determination, RMS will:
 - (A) have regard to the principles set out in section 1.3, to the extent relevant;
 - (B) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
 - (C) determine all disputed matters required to enable the Change to be implemented, including the changes required to any Project Documents within 15 Business Days of referral of the dispute;
 - (ii) the Project Company must proceed to implement (or procure the implementation of) the Change on the basis determined reasonably by RMS, notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and

- (iii) any necessary adjustments will be made following the resolution of the matters in dispute.
- (e) Following resolution of the dispute referred for dispute resolution under section 1.7(c), RMS may (unless it has already exercised its right under section 1.7(d)) elect to do either of the following:
 - (i) require the Project Company to proceed to implement (or procure the implementation of) the Change in accordance with the Project Company Change Notice as varied by the resolution; or
 - (ii) except in the case of a Change contemplated in clause 6.7(a), 7.4(a), 13.4(a)(ii)B, 25.2 or 39.1(c)(i), withdraw the proposed Change, by notice to the Project Company (which in the case of section 1.7(e)(i) must be titled "Change Order").
- (f) If RMS gives the Project Company a Change Order pursuant to section 1.7(e)(i):
 - (i) the Project Company must proceed to implement (or procure the implementation of) the Change in accordance with the Project Company Change Notice (as varied by the resolution, once made); and
 - (ii) the Project Company's obligations under this deed will be varied in each case to the extent specified in the Project Company Change Notice (as varied by the resolution, once made).

1.8 **Withdrawal of the proposed Change**

If RMS withdraws the Change Proposal in accordance with section 1.4(d) or section 1.7(e)(ii), the Project Company is not obliged or permitted to carry out the Change Proposal.

1.9 **RMS may instruct the Project Company to proceed**

- (a) Whether or not:
 - (i) RMS has issued a Change Proposal under section 1.1(a); or
 - (ii) the Project Company has issued a Project Company Change Notice in response to a Change Proposal under section 1.2,

RMS may at any time instruct the Project Company to implement a Change by issuing a notice titled "Change Order". In these circumstances the matters set out in sections 1.2(a) and 1.2(c) will, until RMS and the Project Company otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by RMS.

- (b) In making its determination, RMS will:
 - (i) have regard to the principles set out in section 1.3, to the extent relevant;
 - (ii) assume that funding for the Change will be provided by RMS, unless the parties otherwise agree; and
 - (iii) determine all matters required to enable the Change to be implemented within 15 Business Days of referral of the dispute.

- (c) If the Project Company disagrees with a matter determined by RMS under this section 1.9:
 - (i) the Project Company may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure;
 - (ii) the Project Company must proceed to implement (or procure the implementation of) the Change on the basis determined by RMS notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and
 - (iii) any necessary adjustments will be made following the resolution of the matters in dispute.

2. **CHANGES PROPOSED BY THE PROJECT COMPANY**

2.1 **No Change without consent**

The Project Company must not (and must procure that its Related Parties do not) undertake any Change without RMS's prior consent.

2.2 **Project Company proposal**

- (a) The Project Company may propose a Change to RMS by giving RMS a written notice with details of:
 - (i) the proposed Change;
 - (ii) the reason for the proposed Change;
 - (iii) the Project Company's estimate of the Change Costs it will incur, or the Change Savings it will derive, by carrying out the proposed Change, substantiated (to the full extent possible) with a detailed breakdown;
 - (iv) the effect of the proposed Change on the Project Company's Activities;
 - (v) the time within which the proposed Change will be implemented and the manner in which the Project Company proposes to implement (or procure the implementation of) the Change;
 - (vi) the effect of the proposed Change on the Overall D&C Program, the Subsidiary D&C Programs, the Date for Opening Completion and the Date for Completion of a Stage (as applicable); and
 - (vii) the effect the Project Company anticipates the Change will have on the functionality or integrity of the elements of the Project Company's Activities, the Project Works, the Temporary Works and the O&M Work and the quality or performance standards required by this deed, including specific details of:
 - (A) the elements of the Project Company's Activities, the Project Works, the Temporary Works and the O&M Work that will be affected;
 - (B) how and to what extent the functionality or integrity of those elements will be affected;
 - (C) the quality or performance standards affected and how and to what extent they will be affected;

- (D) any adverse effect which the Change will have on the ability of the Project Company to satisfy its obligations under this deed (including any warranties the Project Company is required to give under this deed); and
 - (E) any adverse effect which the Change will have on the Project Company's ability to achieve Final Handover in accordance with the requirements of this deed.
- (b) If the Project Company proposes a Change under this section 2.2, the Project Company will, if required by RMS, give to RMS:
- (i) a written statement from the Project Company stating that the proposed Change:
 - (A) will not adversely affect the functional integrity of any of the elements of the Project Company's Activities and the performance standards required by this deed; and
 - (B) will not adversely affect the quality standards, warranties and other obligations required under this deed;
 - (ii) a written statement confirming that the Project Company has appropriate financial and technical resources to undertake the proposed Change; and
 - (iii) any other information and supporting documentation RMS's Representative reasonably requires.

2.3 **RMS may approve or reject**

- (a) Subject to section 2.3(b), RMS:
- (i) (in its absolute discretion) may, by notice in writing, approve (with or without conditions) or reject any Change the Project Company proposes; and
 - (ii) will be under no obligation to approve any such Change for the convenience of, or to assist, the Project Company.
- (b) If, prior to the Date of Opening Completion of a Stage:
- (i) an event or circumstance occurs which prevents the Project Company from achieving Opening Completion or Completion of the Stage, other than an event or circumstance arising as a consequence of:
 - (A) the Project Company's failure to comply with its obligations under a Project Document;
 - (B) a breach by the Project Company of its warranties under a Project Document;
 - (C) a wrongful act or omission of the Project Company or its Related Parties; or
 - (D) a failure by the Project Company or any of its Related Parties to comply with any Law; and
 - (ii) the Project Company proposes a Change to the SWTC pursuant to section 2.2 to enable the Project Company to complete the Motorway at the Project Company's cost and risk,

then RMS must act reasonably in considering the proposed Change.

- (c) Prior to giving any notice under section 2.3(d), RMS's Representative may seek to negotiate with the Project Company over the amount of the Change Costs or Change Savings arising from the proposed Change. If the parties agree the amount of the Change Costs or Change Savings arising from the proposed Change, the Project Company's notice will be deemed to be amended by the inclusion of this different amount of Change Costs or Change Savings in place of the original Change Costs or Change Savings notified by the Project Company.
- (d) If RMS approves a Change proposed by the Project Company:
 - (i) RMS will issue a written notice entitled "Change Order";
 - (ii) the Project Company must thereafter implement (or procure the implementation of) the Change on the basis approved by RMS; and
 - (iii) the Project Company's obligations under this deed will be varied in each case to the extent specified in the Project Company's notice issued under section 2.2(a) and approved by RMS.

2.4 **Project Company's risk**

Unless otherwise agreed in writing by RMS, the Project Company will:

- (a) bear all risk and costs:
 - (i) associated with proposing a Change and providing the details under section 2.2(a) and complying with section 2.2(b);
 - (ii) reasonably incurred by RMS (or RMS's Representative) in assessing the proposed Change (such costs to be a debt due and payable from the Project Company to RMS); and
 - (iii) associated with implementing (or procuring the implementation of) the proposed Change, including obtaining and maintaining any Approvals necessary to implement the Change; and
- (b) not be entitled to make any Claim against RMS arising out of or in connection with the Change proposed by the Project Company and approved by RMS under section 2.3.

3. **CHANGES AFTER THE DATE OF COMPLETION**

If the Project Company implements a Change under this Schedule 34 in respect of a Stage after the Date of Completion of the Stage, the Project Company must:

- (a) in the case of a Change proposed by RMS, at RMS's cost; or
- (b) in the case of a Change proposed by the Project Company, at the Project Company's cost,

provide RMS with a certificate from an independent certifier satisfactory to RMS (acting reasonably) certifying that the Change has been carried out in accordance with the Change Order and this deed.

SCHEDULE 35

Pre-Agreed Changes

(Clause 14.2)

The following table sets out the Pre-Agreed Changes that may be directed by RMS's Representative pursuant to clause 14.2. A Pre-Agreed Change may only be directed as such, if directed by RMS's Representative by the "Exercise Date" identified in the table below.

The amounts in the column titled "Change Cost (excluding GST)" includes all overheads and profit margins.

Item	1A
Pre-Agreed Change (PAC)	Provision of continuous longitudinal row(s) of fluorescent luminaires in lieu of LED lighting solution
Description of Pre-Agreed Change	<p>PAC 1A and PAC 1B are alternatives.</p> <p>Provide continuous longitudinal row(s) of fluorescent lights in accordance with TS914 in lieu of the LED lighting solution for interior zones.</p> <p>Provision of single row of tunnel rated fluorescent light fittings (placed end to end with a maximum gap of 300mm between fittings and at approximately 1800mm centres) in the tunnel interior zones.</p> <p>Provision of approximately 6000 additional light fittings to supply, install, cable and test. A second row of fluorescent lights to be provided generally where the carriageway exceeds three lanes in width, namely at merge/diverge caverns and breakdown/maintenance bays.</p> <p>The fluorescent lighting solution must comply with the M4 East SWTC lighting levels.</p> <p>The Pre-Agreed Change must comply with all performance and design requirements of:</p> <ul style="list-style-type: none"> • M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses), Section 1.12 (Tunnel Lighting); • M4 East SWTC Appendix D.4 (Codes and Standards), Section 3.4 (Other Specification (Tunnel / Traffic / Communications)); and • Road and Maritime Services RMS QA Specification TS914 (OMCS Requirements – Electrical Power Supply and Distribution), as varied by this PAC.
Change Cost (excluding GST)	\$ ██████████
Impact on this deed	<p>Amend M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses) as follows:</p> <ul style="list-style-type: none"> • Replace the following words in each of sections 1.7 (Tunnel Power System), 1.12 (Tunnel Lighting) and 2.3 (Long Underpass Power System) (being amendments to RMS QA Specification TS914 (OMCS Requirements Electrical Power Supply and Distribution): <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) Not used. The lighting system must consist of continuous longitudinal</p>

	<p>rows of fluorescent luminaires, supplemented by 250 watt and 400 watt high-pressure sodium fittings in the threshold and transition zones. Depending on the final design, high-pressure sodium luminaires may be required in other zones. For the purposes of this clause, "continuous" means that luminaires must be placed end to end with a maximum gap of 300 mm between the refractors of adjacent luminaires."</p> <p>(v) LED Tri-phosphor fluorescent lamps and new generation "Super" high-pressure sodium lamps must be used to supplement the fluorescent luminaires (if used) in the threshold and transition zones."</p> <p>with</p> <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) The lighting system must consist of continuous longitudinal rows of fluorescent luminaires, supplemented by 250 watt and 400 watt high-pressure sodium fittings in the threshold and transition zones. Depending on the final design, high-pressure sodium luminaires may be required in other zones. For the purposes of this clause, "continuous" means that luminaires must be placed end to end with a maximum gap of 300 mm between the refractors of adjacent luminaires.</p> <p>(v) Not used."</p>
Exercise Date	Within 5 months and 2 weeks from the M4 East Amendment Date.
Item	1B
Pre-Agreed Change (PAC)	Provision of High Pressure Sodium (HPS) luminaires
Description of Pre-Agreed Change	<p>PAC 1A and PAC 1B are alternatives.</p> <p>Provide High Pressure sodium (HPS) lights in lieu of LED lighting solution for interior zones.</p> <p>There will be no change to the two rows of cable/lighting support infrastructure suspended from the tunnel roof. For interior zone 2 there will be two rows of HPS lights every 10m (whereas there are currently two rows of LED lights every 15m)</p> <p>The HPS lighting must comply with all performance and design requirements of:</p> <ul style="list-style-type: none"> • M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses), Section 1.12 (Tunnel Lighting); • M4 East SWTC Appendix D.4 (Codes and Standards), Section 3.4 (Other Specification (Tunnel / Traffic / Communications)); and <p>Road and Maritime Services RMS QA Specification TS914 (OMCS Requirements – Electrical Power Supply and Distribution</p>
Change Cost (excluding GST)	\$ ██████████
Impact on this deed	<p>Amend M4 East SWTC Appendix B.3 (Tunnels and Long Underpasses) as follows:</p> <ul style="list-style-type: none"> • Replace the following words in each of sections 1.7 (Tunnel Power System), 1.12 (Tunnel Lighting and 2.3 (Long Underpass Power

	<p>System) (being amendments to in RMS QA Specification TS914 (OMCS Requirements Electrical Power Supply and Distribution):</p> <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) Not used. The lighting system must consist of continuous longitudinal rows of fluorescent luminaires, supplemented by 250 watt and 400 watt high-pressure sodium fittings in the threshold and transition zones. Depending on the final design, high-pressure sodium luminaires may be required in other zones. For the purposes of this clause, "continuous" means that luminaires must be placed end to end with a maximum gap of 300 mm between the refractors of adjacent luminaires."</p> <p>(v) LED Tri-phosphor fluorescent lamps and new generation "Super" high-pressure sodium lamps must be used to supplement the fluorescent luminaires (if used) in the threshold and transition zones."</p> <p>with</p> <p>"2.3.1 Tunnel Lighting – General</p> <p>(iv) The lighting system must consist of an interior zone of HPS luminaries, supplemented by 250 watt and 400 watt high-pressure sodium fittings in the threshold and transition zones. Depending on the final design, high-pressure sodium luminaires may be required in other zones.</p> <p>(v) Not used.</p>
Exercise Date	Within 8 months and 2 weeks from the M4 East Amendment Date.
Item	2
Pre-Agreed Change (PAC)	Move OMCS Operation
Description of Pre-Agreed Change	<p>Design, supply, install and commissioning of duplicate M4 East OMCS operators' facilities in the future combined WestConnex MCC.</p> <p>Proposed delivery will occur as follows:</p> <ol style="list-style-type: none"> 1. Network and server room readiness in the combined WestConnex MCC. 2. Duplication of the hardware equipment located at the local M4 East and M4 West MCC to the combined WestConnex MCC. 3. Installation, replication of databases and cluster configuration of the duplicated hardware. 4. Manual handover of operations from the local MCC to the combined MCC. 5. Combined MCC will be furnished with the rest of equipment necessary for daily operations as the primary site. 6. Relocate and integrate the subsystems that are not part of the virtual environment. <p>The future combined WestConnex MCC must comply with all performance and design requirements of the M4 East SWTC Appendix B.12 (Operations Management and Control Systems), Section 2 (Motorway Control Centre), with the scope of work as clarified in Attachment PAC2-1 of this Schedule.</p>

	The location of the combined WestConnex MCC will be nominated by RMS on exercise of the PAC.
Change Cost (excluding GST)	\$ ██████████
Impact on this deed	<p>Amend this deed as follows:</p> <ul style="list-style-type: none"> • Add new clause 15A: <p>15A. OMCS Works</p> <p>(a) The Project Company is required to carry out the work described in the section entitled "Description of Pre-Agreed Change" in Item 2 of Schedule 35 (the OMCS Works) as though it were a part of the Project Works and the M4 East Motorway all relevant provisions of this deed that apply to the Project Works and the M4 East Motorway apply to the OMCS Works, save that:</p> <ul style="list-style-type: none"> (i) certification of Opening Completion or Completion of the Project Works in respect of the M4 East will not be treated as certification that the OMCS Works are complete; and (ii) completion of the OMCS works is not required in order to achieve Opening Completion or Completion in respect of the M4 East. <p>(b) The Project Company must complete the OMCS Works by the first anniversary of the Date for Completion of the M4 East.</p> <p>(c) A 12 month Defects Correction Period will apply to the OMCS Works.</p> <p>(d) Completion of the OMCS work will be achieved when the Independent Certifier certifies that it is complete.</p> <p>(e) The parties will vary the services under the applicable Independent Certifier Deed to cover the certification of completion of the OMCS Work.</p> <p>(f) The Project Company will be permitted to access those parts of the Project Site which are reasonably necessary for the performance of the OMCS Work and must otherwise coordinate and cooperate with others performing the scope of works set out in M4 East SWTC Appendix B.12, section 2.7.</p> <p>Replace the following words in clause 17.1(a)(ii):</p> <p style="padding-left: 40px;">"the expiry of the last Defects Correction Period in respect of the M4 East Motorway"</p> <p style="padding-left: 40px;">with</p> <p style="padding-left: 40px;">"the later of the expiry of the last Defects Correction Period in respect of the M4 East Motorway and the expiry of the Defects Correction Period in respect of the OMCS Works".</p> <p>Amend M4 East SWTC Appendix B.12 (Operations Management and Control Systems), Section 2 as follows:</p> <p>Amend M4 East SWTC Appendix B.12 (Operations Management and Control</p>

	<p>Systems), Section 2 as follows:</p> <ul style="list-style-type: none"> Add the following new section 2.7, immediately after section 2.6: 2.7 – Duplicated OMCS Operator’s Facilities in the Future Combined WestConnex MCC <p>(a) Provide duplicated OMCS operators’ facilities in the future combined WestConnex MCC for three M4 East operators, including duplication of all equipment and systems as required by sections 2.3, 2.4 and 2.5, the installation, replication of databases and cluster configuration, the handover of operations from the local MCC to the combined MCC, and the relocation and integration of subsystems.</p> <p>(b) The scope of work is further detailed in Attachment PAC2-1 of Schedule 35</p>
Exercise Date	Date of Completion of the M4 East.
Item	3
Pre-Agreed Change (PAC)	Tenderer B’s Tender Option 5.8 (Sydney Street only)
Description of Pre-Agreed Change	<p>Undertake additional work at the Concord Road ramp portals to maximise redevelopment opportunities of the Sydney Street site after construction.</p> <p>Additional works required to facilitate these redevelopment opportunities without any future impact on M4E traffic include:</p> <ol style="list-style-type: none"> Extension to the Concord Road cut & cover; Replacement of planks with super Ts; Change in piles; Change in drainage; and Other Items likely to be required for new developments, <p>in accordance with the following Attachments to this Schedule:</p> <ul style="list-style-type: none"> PAC3 Attachment 1: Section 5.8 from Volume 5 of LSJH Tender; PAC3 Attachment 2: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment; PAC3 Attachment 3: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment – Roof Structure Details; and <p>PAC3 Attachment 4: Sydney Street Re-Development – Drainage Scheme.</p>
Change Cost (excluding GST)	\$ [REDACTED]
Impact on this deed	<p>Amend M4 East SWTC Appendix E.1 (Principal Items of Infrastructure) as follows:</p> <ul style="list-style-type: none"> Add the following new row/item at the end of Table E.1-1: 16 ‘Future Redevelopment of the Sydney Street site at the Concord Road

	<p>Ramp Portal':</p> <p>16.1 A Concord Road cut & cover tunnel section which maximises the future redevelopment opportunities of the Sydney Street site after construction, including:</p> <p>16.1.1 Roof structure</p> <p>16.1.2 Provision for drainage and services</p> <p>16.1.3 Placement of ground anchors for the cut & cover shall ensure no interaction with the foundations of future structures and are to remain within land obtained for the project or under Carrington Lane.</p> <p>Amend M4 East SWTC Appendix E.3 (Project Company Concept Design) as follows:</p> <ul style="list-style-type: none"> • Add the following under the heading 'Future Redevelopment of the Sydney Street site at the Concord Road Ramp Portal': <ul style="list-style-type: none"> (a) The design and structure of the Concord Road cut & cover tunnel section which maximises the future redevelopment opportunities of the Sydney Street site after construction, and shall meet the following minimum requirements: <ul style="list-style-type: none"> (i) General arrangement of the redevelopment in accordance with drawing M4E-AEH-0000-ST-SK-908087_A (sheet 1). (ii) Roof structure details in accordance with drawing M4E-AEH-0000-ST-SK-908087_A (sheet 2), comprising 1,200 mm Super-Ts @ 2.0 m centres for spans up to 19 m and 1,500 mm Super-Ts @ 2.0 m centres for spans up to 22 m, supported on piles of 1,200 mm diameter at 2.5 m centres. (iii) Drainage details in accordance with drawing M4E-AEH-0000-ST-SK-908087_A (sheet 3). (iv) Placement of ground anchors for the cut & cover shall ensure no interaction with the foundations of future structures and are to remain within land obtained for the project or under Carrington Lane, <p>in accordance with the following Attachments to Schedule 35:</p> <ul style="list-style-type: none"> (v) PAC3 Attachment 1: Section 5.8 from Volume 5 of LSJH Tender; (vi) PAC3 Attachment 2: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment; (vii) PAC3 Attachment 3: M4E-AEH-0000-ST-SK-908087_A – Sydney Street Redevelopment – Roof Structure Details; and (viii) PAC3 Attachment 4: Sydney Street Re-Development – Drainage Scheme. <p>It may be assumed that the basements of future structures must be designed and constructed as independent structures that do not impact on the dive and cut & cover.</p>
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Exercise Date	Within 1 month and 2 weeks from the M4 East Amendment Date.
Item	4
Pre-Agreed Change (PAC)	Managed Motorway additional scope
Description of Pre-Agreed Change	<p>1 Provision of the following additional ITS infrastructure for the Managed Motorway to be operational at the Date of Opening Completion of the M4 East:</p> <p>(a) ramp message signs, ramp controller, LUMS and VSLS, including Ramp Electronic Messaging Signs, RC-1, RC-2 and RC-3 should be located generally in accordance with the attached document "Typical Placement of RC type 1-3.jpg", Attachment 4.6 to this Schedule; and</p> <p>(b) connections from the ITS equipment, including ramp message signs, ramp controller, LUMS and VSLS, to the RMS cableway and Motorway Network Communications System; and</p> <p>2 Provision of 10 maintenance bays on the surface Motorway section of the M4 East Project, generally in conjunction with the new gantries provided for the VSLS and LUM signs, as detailed in the revised requirements for the Breakdown Bays, Attachment 7 to this Schedule, and noting the location of these bays will be nominated by RMS on exercise of the PAC.</p> <p>The additional ITS infrastructure and maintenance bays must be carried out in accordance with the following Attachments to this Schedule:</p> <ul style="list-style-type: none"> • PAC4A Attachment 1: WCX stage 1B – Smart Motorway Elements; • PAC4A Attachment 2 : ITS Infrastructure Quantity and Location Matrix; • PAC4A Attachment 3: Scope and Specification Summary; • PAC4A Attachment 4: Ramp Signal Specification; • PAC4A Attachment 5 : Ramp Controller Specification; • PAC4A Attachment 6: Smart Motorway Guideline_ Final v1.1; and • PAC4A Attachment 7: Breakdown Bays. <p>M4 East SWTC Appendix 2 (Licensed Maintenance Areas) may need to be updated to reflect any requirements due to the additional ITS infrastructure, in accordance with the process described in paragraph 2A of Part 1 of Schedule 22.</p>
Change Cost (excluding GST)	<p>ITS infrastructure</p> <p>\$ ██████████</p> <p>Ten Maintenance Bays</p>

	<p>\$</p> <p>The change cost specified above for the Ten Maintenance Bays is based on the following assumptions:</p> <ol style="list-style-type: none"> 3 No additional land is required. 4 All bays will be located on the surface (i.e. not within any form of tunnel or dive structure). 5 No retaining walls are required (i.e. space for the bay can be obtained by earthworks and batters). 6 No utility relocations are required. 7 The locations of the managed motorway gantry mounted equipment will remain generally as shown in PAC4A_Attachment 2. 8 The location of the maintenance bays will be located so that there is no change to the road geometry. <p>If any of the assumptions above are incorrect, the Project Company will advise RMS and RMS will issue a relevant Change Proposal under Schedule 34.</p>
<p>Impact on this deed</p>	<p>Amend M4 East SWTC Appendix B.12 (Operations Management and Control Systems) as follows:</p> <ul style="list-style-type: none"> • Add the following new section 3.16, immediately after section 3.15:: <p>3.16 ITS infrastructure and maintenance bays for RMS Managed Motorways</p> <ol style="list-style-type: none"> (a) Provide the following ITS infrastructure for the RMS Managed Motorways System: <ol style="list-style-type: none"> (i) ramp message signs, ramp controller, LUMS and VSLS; and (ii) connections from the ITS equipment to the RMS cableway and Motorway Network Communications System, as detailed in section 13.2 (Cableway) and section 9.1(a) (MNCS Requirements, General) of this Appendix B.12 respectively, in accordance with the following Attachments to Schedule 35: <ol style="list-style-type: none"> (iii) PAC4A Attachment 1: WCX stage 1B – Smart Motorway Elements; (iv) PAC4A Attachment 2 : ITS Infrastructure Quantity and Location Matrix; (v) PAC4A Attachment 3: Scope and Specification Summary; (vi) PAC4A Attachment 4: Ramp Signal Specification; (vii) PAC4A Attachment 5 : Ramp Controller Specification; and (viii) PAC4A Attachment 6: Smart Motorway Guideline_ Final v1.1. (b) Ramp Electronic Messaging Signs, RC-1, RC-2 and RC-3 should be located generally in accordance with the document “Typical Placement of RC type 1-3.jpg” in Attachment 4.6 to Schedule 35.

	<p>(c) Gantry locations are to be finalised during detailed design.</p> <p>All new gantries shall be subject to the same maintenance area requirements as the tolling gantries, and shall include ten maintenance access bays in the adjacent roadways, as detailed in the revised requirements for the Breakdown Bays in Attachment 7 to Schedule 35.</p>
Exercise Date	Within 5 months and 2 weeks from the M4 East Amendment Date.
Item	5
Pre-Agreed Change (PAC)	Removal of the vehicle cross passage and smoke extraction point.
Description of Pre-Agreed Change	Pre-Agreed Change to remove the vehicle cross passage and the smoke extraction point.
Change Cost (excluding GST)	\$ [REDACTED]
Impact on this deed	<p>Remove:</p> <p>9 the vehicle cross passage and the smoke extraction point in the vicinity of Concord Oval, including the following scope changes:</p> <p>(a) Deletion of fire rated vehicle cross passage door;</p> <p>(b) Deletion of fire rating requirements for smoke exhaust fans and bi directional operation. The ventilation facility is retained in its current form and rating to supply fresh air into the tunnels; and</p> <p>(c) Addition of block wall to fill the vehicle cross passage which is necessary to be used for construction purposes; and</p> <p>10 either (noting 2(a) and 2(b) are alternatives):</p> <p>(a) the vehicle cross passage and fire door near the eastern M4 East and M4 South interface, or</p> <p>the fire door only (and the vehicle cross passage to remain) near the eastern M4 East and M4 South interface.</p>
Exercise Date	Within 5 months and 2 weeks from the M4 East Amendment Date.
Item	6
Pre-Agreed Change (PAC)	Additional lane on exit ramps over 600m
Description of Pre-Agreed Change	Pre Agreed Change to add an additional lane on the Wattle Street exit
Change Cost (excluding GST)	\$ [REDACTED]
Impact on this deed	Amend this deed as follows:

- Add new clause 15B:

15B. PAC6.1 Access Notice

- (b) *For the purpose of this clause 15B, the **Northcote Tunnel Site Lots** are the following parcels of land, which are listed in Schedule 26:*
- (i) *Lot 64/DP4612;*
 - (ii) *Lot 63/DP4612;*
 - (iii) *Lot 50/DP719977;*
 - (iv) *Lot 51/DP719977;*
 - (v) *Lot 52/DP719977;*
 - (vi) *Lot 53/DP719977;*
 - (vii) *Lot 54/DP719977;*
 - (viii) *Lot 55/DP719977;*
 - (ix) *Lot 56/DP719977;*
 - (x) *Lot 57/DP719977;*
 - (xi) *Lot 58/DP719977;*
 - (xii) *Lot 1/DP239458;*
 - (xiii) *Lot 2/DP239458;*
 - (xiv) *Lot A/DP391272;*
 - (xv) *Lot B/DP391272;*
 - (xvi) *Lot 1/DP933407;*
 - (xvii) *Lot 1/DP933225;*
 - (xviii) *Lot 114/DP4612; and*
 - (xix) *Lot 115/DP4612.*
- (c) *RMS must give the Project Company access to the Northcote Tunnel Site Lots as a result of the exercise of Pre Agreed Change 6 by 15 May 2016.*
- (d) *If by 1 October 2015 RMS does not reasonably expect to be able to satisfy the obligation under clause 15B(b) above, RMS must by that date issue a PAC6.1 Access Notice to the Project Company specifying that access to the Northcote Tunnel Site Lots will be given on 15 June 2016.*
- (e) *For the purposes of 16.2(c), RMS acknowledges and agrees that M4 East Contractor is granted an extension of time of 30 days to the Date for Opening Completion and the Date for Completion under clause 16.8 of the M4 East D&C Deed where PAC6.1 Access Notice is issued under clause 15B(c).*
- (f) *The exercise of Pre Agreed Change 6 and a PAC6.1 Access Notice are not a Compensation Event for the purposes of clause 16.9.*

Amend Schedule 26 (Site Access Schedule) as follows:

- Replace the dates for access for the following lots in the table in Part A – Surface Land as follows:

64/DP4612	15 May 2016
63/DP4612	15 May 2016
50/DP719977	15 May 2016
51/DP719977	15 May 2016
52/DP719977	15 May 2016
53/DP719977	15 May 2016
54/DP719977	15 May 2016
55/DP719977	15 May 2016
56/DP719977	15 May 2016
57/DP719977	15 May 2016
58/DP719977	15 May 2016
1/DP239458	15 May 2016
2/DP239458	15 May 2016
A/DP391272	15 May 2016
B/DP391272	15 May 2016
1/DP933407	15 May 2016
1/DP933225	15 May 2016
114/DP4612	15 May 2016
115/DP4612	15 May 2016

- Add the following words under the table Part A – Surface Land
Note 4 - If a PAC6.1 Access Notice is issued, the dates for access for the Northcote Tunnel Site Lots, as defined under clause 15B of the Project Deed, are deemed to change to 15 June 2016.

Amend M4 East SWTC Appendix B.1 as follows:

- Delete the following words from the "Agreed Exception" column for Item GEOM 06:

Zone 4000 – Wattle Street entry ramp

Amend M4 East SWTC Appendix E.3 (Project Company Concept Design) as

	<p>follows:</p> <p>Add drawing number M4E-AEH-4000-RG-SK-100-107-A, being PAC6 Attachment 1 to this Schedule.</p>
Exercise Date	Within 1 month and 2 weeks from the M4 East Amendment Date.
Item	7
Pre-Agreed Change (PAC)	Shotcrete toughness
Description of Pre-Agreed Change	<p>Increase in the agreed shotcrete toughness as specified in the RMS Specification D&C B82 as modified in M4 East SWTC Appendix D.4 (Codes and Standards), section 3.2 (Bridgeworks Specifications), to increase the minimum absorbed energy required at specified deflections.</p> <p>The toughness as measured by energy absorbed in causing central deflections of 7.5mm and 40mm must be equal to or exceed 120 Joules and 350Joules respectively.</p>
Change Cost (excluding GST)	\$ ██████████
Impact on this deed	<p>Amend this deed as follows:</p> <ul style="list-style-type: none"> Add new clause 15C: <p>15C. RMS Specification for Shotcrete Work</p> <p><i>Despite any specification (or amendment to a specification) including in Appendix D4 of the M4 East SWTC, the Project Company must, in relation to shotcrete works, ensure the toughness as measured by energy absorbed in causing central deflections of 7.5mm and 40mm must be equal to or exceed 120 Joules and 350 Joules respectively as a result of the exercise of pre-Agreed Change 7 under Schedule 35.</i></p>
Exercise Date	Within 1 month and 2 weeks of the M4 East Amendment Date.
Item	8
Pre-Agreed Change (PAC)	Tolling SWTC alignment
Description of Pre-Agreed Change	As set out in the letter from Kapsch Traffic Tolling AB to the Project Company and the Contractor dated 30 May 2015.
Change Cost (excluding GST)	\$ ██████████
Impact on D&C Deed	<p>The SWTC is altered to include the following items for tolling:</p> <ul style="list-style-type: none"> low Smoke Halogen cables will be required for all in-tunnel installations; increased likelihood of RF barriers being required on some sites;

	<ul style="list-style-type: none"> new requirement for supply of RF absorbent material for some tunnel walls; additional analysis and design work required to solve the new technical challenges present at several sites, with corresponding additional work with the Contractor's design and project teams to develop an agreed detailed design, in particular in relation to slopes, lighting and toll-point geometry; increased risk of performance-related issues due to road-width changes (some traffic tapering on or off and therefore being non-parallel to the mainline traffic); requirement to solve a vertical slope change of radius 1600m through software changes; requirement to work around the presence of chevrons in the detection zone through software changes; and <p>requirement to solve the risk that the dense-grade pavement will cause performance issues when wet due to reflections from the tunnel lighting.</p>
Exercise Date	By 5 June 2015
Item	9
Pre-Agreed Change (PAC)	M4 East - M4 West Tolling SWTC Alignment
Description of Pre-Agreed Change	To maintain alignment of B.10 of the M4 East SWTC on M4 Widening and M4 East that deal with roadside tolling equipment.
Change Cost (excluding GST)	\$ _____
Impact on this deed	<p>The M4 East SWTC B.10 changes will be as detailed by RMS when it triggers this Pre-Agreed Change provided that :</p> <p>(a) alignment of B.10 of the M4 East SWTC on the M4 West Motorway and the M4 East Motorway is maintained; and</p> <p>(b) the changes have been agreed with the Project Company before Pre-Agreed Change 9 is triggered.</p>
Exercise Date	By 1 September 2016
Item	10
Pre-Agreed Change (PAC)	Hill Road eastbound on ramp
Description of Pre-Agreed Change	As described in the M4 West SPR
Change Cost (excluding GST)	<p>\$ _____;</p> <p>(a) \$ _____; and</p>

	(b) \$ _____.
Impact on this deed	N/A
Exercise Date	At Financial Close (M4 West)

Attachment PAC2-1

The scope of work in the M4 East SWTC Appendix B.12 (Operations Management and Control System) section 2 (Motorway Control Centre) in relation to the OMCS Works is clarified in the table below for the purposes of PAC 2 of Schedule 35.

Motorway Control Centre	Clarification
Facilities	
The MCC must be designed and constructed to act as a suitable facility for the safe and effective operation of the M4 East and the M4 West Motorways. RMS must, initially, provide for the safe and effective operation of the M4 Motorways and management of M4 Motorways traffic. The MCC must be capable of acting as a command post in the event of an Incident on the M4 East and the M4 West that requires the attendance of emergency services. Access security must be provided to the building itself and to specific rooms within the building.	Building by others
Atmospheric control (temperature and humidity control and dust exclusion) must be provided within the buildings that is appropriate for the equipment to be installed.	Included for computer rooms
The power supply system for the MCC must provide for redundant power supply services to ensure uninterrupted power supply for a minimum period of four (4) hours for all critical MCC systems.	Redundant power supply from Authority to main MCC switchboard by others. Switchboard and UPS included for M4E OMCS
Redundant power supply services must have an external bypass and must be remotely monitored by the OMCS.	Included
The building is to be fitted with high speed Wi-Fi having capacity for at least 20 simultaneous connections by 'guests'.	Included for M4E
Equipment essential for the safe and effective operation of the M4 Motorways must be duplicated and monitored by the OMCS.	Included
Not used".	
As a minimum, the MCC must provide space and facilities for the M4 East Motorway Operator, and accommodate a total staff 20 personnel under normal operating conditions.	By others
Further MCC building requirements are included in section 2.6 of this Appendix B12.	By others
Incident Control Room	
An Incident control facility must be provided in the MCC in a room separated from the central control room by glass. The room must be soundproofed to allow it to function as a	By others

Motorway Control Centre	Clarification
conference/Incident control room and must provide a clear view of the central control room and its main displays. When there is no Incident, this facility can be used for other purposes, including as a conference room or training facility.	
The Incident control facility must be fitted with the following:	
1 command fire phone (red);	Included
2 fire phones connected to the fire phone at emergency points;	Included
4 phone handsets connected to 4 dedicated external telephone lines;	Included
Government Radio Network and Police radio transmitter/receivers with three (total) operator headsets;	Operator interface included to the existing RRB system
intercom connections to the operators' desks;	Included
modular relocatable tables with seating for at least 20 people;	Included
two CCTV monitors and controller connected to the CCTV system and ability to display or project CCTV footage;	Included
one 24 inch, or larger, flat screen monitor to display OMCS operator displays (content controlled by operators). The function to display OMCS operator displays can be achieved by other acceptable means such as a projector;	Included
wall mounted maps displaying, to scale:	Included
the M4 Motorways, including all METS, CCTV, VMS and ISLUS locations;	Included
plant and equipment rooms;	Included
access and egress points to the M4 Motorways, tunnels and plant and equipment rooms;	Included
all local roads and streets within one (1) km of the M4 Motorways; and	Included
significant buildings and landmarks within 500 metres of the M4 Motorways;	Included
wall mounted cross sections of the M4 Motorways showing, to scale, the M4 Motorways and significant features above the tunnels;	Included
video conferencing facilities; and	Included
four break out rooms for up to six people for subcommittees of an Incident Management Team.	By others
Central Control Room Layout and Workstation Desk	

Motorway Control Centre	Clarification
A central control room must be provided in the MCC that is dedicated to M4 Motorways operations management and control activities. To minimise disruptions to operators the central control room is not to provide the primary means of access to any adjoining ancillary rooms.	By others
The central control room must be provided and designed to allow for the following:	
a minimum of three operators to simultaneously and independently conduct all M4 Motorways operation functions; and	By others
independent and separate bench space (minimum 7200mm long x 600mm wide) with cupboards underneath for additional storage.	Included
An ergonomic chair and operator workstation desk that complies with work health and safety standards must be provided for each operator. The operator workstations must allow the monitor and desk height to be independently adjusted. The operator workstation positions must allow an unimpeded view of all CCTV monitors, desktop and wall mounted displays and other critical equipment in the central control room.	Included
Displays and controls located on the operator workstation desks must be placed in an ergonomic manner that takes into account the relative importance and usage of each display and control.	Included
All safety and operationally critical controls must be located within reach of each operator when the operator is seated.	Included
Voice audio interface devices, telephones, combined radio/telephone headsets, together with audio control consoles, must be suitably arranged for long-term use and the operators' comfort, utilising hands-free options where appropriate.	Included
The operators workstation monitors must be able to display a minimum of four CCTV images.	Included
At least one fire phone and one PABX connected phone must be provided on each operator's workstation desk. A dedicated phone line must be provided to receive calls from the TMC and to make calls to the TMC.	Included
One voice radio must be provided on each operator's workstation to facilitate voice communications with mobile M4 Motorways personnel in accordance with the Scope of Works and Technical Criteria. An alternative arrangement for voice communication with mobile M4 Motorways personnel may be proposed for RMS consideration.	Included
One Government Radio Network transmitter/receiver must be	Operator interface included to the

Motorway Control Centre	Clarification
provided in the central control room.	existing GRN system
One monitor displaying field crew deployment and duty manager contact details must be provided in view of the three operator workstations.	Included
Dedicated phone lines separate and independent of the PABX system must be provided for FRNSW and Police communication. Two separate phone units must be provided that directly dial the respective agency without manual dialling. An additional two external phone lines must be provided separate to and independent of the PABX system to enable external communication in the event of a power failure.	Included
The Main Fire Control Panel including manual Deluge Control panel must be located in the MCC and provide monitoring and control of fire detection and protection functions.	Included
Video Wall Requirements	
A video wall must be constructed in the central control room that provides easy access to and maintenance of OMCS wide screen visual displays which must be mounted on the video wall.	Included
A wide screen visual display must be provided for the display of both video imagery from CCTV cameras and graphic displays generated by the OMCS computer system.	Included
A minimum of 24 CCTV images must be displayed on the video wall within the central control room.	Included
Not used.	
The dimensions of the wide screen visual display must be not less than 5.0 metres by 2.8 metres.	Included
The wide screen visual display must be designed to suit the presentation of the M4 Motorways status display, described in section 3.1.6. of SWTC Appendix B.12 and other M4 Motorways road network schematic diagrams.	
The video wall display must be arranged to give an appropriate aspect ratio and clarity to the observer of the images displayed. The video wall must use LCD technology, or a technology that provides an equivalent or better performance. Screen luminance uniformity must be maintained and screen luminance must not be less than 600 ANSI lumens.	Included
Where a video wall multi panel matrix display is proposed:	
each panel and its graphic controller must support an image resolution of at least 1,920 by 1,080 pixels at a refresh rate of at least 100 Hz; and	Included

Motorway Control Centre	Clarification
there must be no more than a six (6) millimetre gap between display units.	Included
The wide screen projection controller must accept modern PC and video inputs compatible with SVHS, PAL, VGA, SVGA, SXGA and XGA.	Included
The wide screen visual display must be able to simultaneously display any combination of computer graphics and video images in real-time and at full resolution.	Included
Screen luminance must be consistent over the whole display and maintained to ensure eye comfort without strain when viewing over long periods.	Included
The video wall must be configured such that a single failure in the video wall system only impacts half of the displayed CCTV images.	Included
Operator Interface Requirements	
Graphical User Interface	
Operators must be provided with a clear, unambiguous and intuitive Graphical User Interface (GUI) that will be arranged over three (3) monitors for operators to monitor, control and manage the whole of the OMCS. The OMCS must seamlessly integrate all functions and features of the TMCS and PMCS systems into a unified operator interface.	Included
Navigation of the OMCS user interface by the operators must be provided in a clear and logical manner by menus and function icons that guide users efficiently around OMCS GUI functions.	Included
Colours, graphical symbols, text, controls and keyboard conventions must be consistently applied and conform to Australian and international standards.	Included
The OMCS client software GUI must provide the following functions and displays, as a minimum, for user interface control and management:	
GIS map based and schematic presentation of the M4 Motorways and surrounding local roads with a legible and uncluttered presentation of all the traffic management devices in the M4 Motorways;	Included
command and control screens to operate and monitor all components of the OMCS using icons and pull down menus to navigate the traffic control system;	Included
alert windows to inform operators of incident events, alarms, faults, etc that occur on the network;	Included

Motorway Control Centre	Clarification
alert operators of any incidents and provide the operators with incident edit functions to record and manage all incidents. It will have the capability of prompting and confirming with the operators to execute the appropriate response plans;	Included
provide views of the M4 Motorways with overlays for all roadside devices, plant and equipment. Devices must be represented as graphic icons with their status and setting in real time indicated by attributes such as colour, shape, position, flashing, shading etc;	Included
enable operators to retrieve and view the health status of the entire TMCS and PMCS systems, MNCS communications equipment and the subsystem components;	Included
provide access to alarm management for the creation, configuration and management of alarms;	Included
OMCS access security management and administration;	Included
traffic data, both current and historic, at all traffic monitoring sites;	Included
roadside device control and display;	Included
fault management system for all M4 East Motorway systems and devices;	Included
not used;	
CCTV traffic monitoring;	Included
Motorist Emergency Telephone system monitoring;	Included
System logging (faults, alarms, events, user actions and audit trail);	Included
OMCS system status;	Included
hydraulic services control and monitoring;	Included
power supplies control and monitoring including UPS and emergency generators;	Included
lighting controls and monitoring in tunnels;	Included
Main Fire Control Panel control and monitoring;	Included
RRB radio communication system control and monitoring;	Included
ventilation system control and monitoring;	Included
door monitoring of egress passages, plant and equipment rooms and MCC;	Included

Motorway Control Centre	Clarification
air quality systems monitoring; and	Included
MNCS network monitoring system.	Included
Motorway Map Based Displays	
The M4 Motorways map based displays must provide the viewer with an easily interpretable representation of the M4 Motorways road network and traffic status.	Included
The M4 Motorways map display must be presented to the operators as a smooth scrolling map display, for both geographic and schematic maps, over the entire map boundary, providing variable viewing scale factors using simple zoom control techniques. Scroll bars must be used to manually centre the map at a point of interest and at a scale suitable for the operators. Page based map displays must not be used.	Included
All M4 Motorways map based displays (including the M4 Motorways status display) must allow layers of detail to be added or removed. For example the tunnel operator may have the option to view a layer that contains all CCTV camera locations and camera numbers.	Included
Data Entry	
The data entry function must be optimised to minimise the number of keystrokes or mouse clicks required to enter data.	Included
As a minimum the OMCS must make use of the following techniques where appropriate:	
pick lists or drop down lists;	Included
select device from map based display;	Included
search for device facilities; and	Included
select options, devices, and settings by leading character entry auto-completion.	Included
Security	
Access to the OMCS functions must be protected by a secure password. Access rights to various components of the OMCS interface and reporting system must be graded.	Included
The OMCS must ensure that one operator is logged in at all times. Active attendance by an operator at the operator workstation desk must be confirmed by monitoring the absence of operator input into the OMCS functions after an appropriate time interval.	Included
OMCS operators must log in using only their own dedicated	Included

Motorway Control Centre	Clarification
OMCS user name and passwords to facilitate secure OMCS operation.	
Motorway Operator Monitors, Keyboards and Pointing Devices	
At least three OMCS workstation monitors must be provided for each operator.	Included
OMCS monitors must provide high-resolution graphical images. OMCS monitors must not be less than 24 inch (nominal) in size with a minimum resolution capacity for 1280 x 1024 pixels.	Included
OMCS monitors must have a non-interlaced refresh rate of not less than 100 hertz.	Included
The OMCS computer graphics driver module must support dual monitors to give an effective resolution of 2560 x 1024 pixels.	Included
OMCS keyboards and pointing devices must be of high quality, ergonomic design and manufacture.	Included
OMCS keyboards and pointing devices must be integrated with the operators' control desks to provide optimal ergonomic design and comfort to the operators.	Included
MCC Building Requirements	
The MCC Building and associated facilities must be co-located with the maintenance facility at the western end of the M4 East Motorway, to provide easy access for maintenance and incident response vehicles to the eastbound carriageway.	Not applicable
The MCC Building services and facilities must be sized to accommodate at least 20 occupants under normal conditions and 30 occupants during incidents/emergencies.	By others
To accommodate the Operations staff for Stage 1 of the WestConnex scheme, the MCC Building must, as a minimum, provide:-	
A control room that is large enough to accommodate 3 operator workstations and all OMCS operator control and monitoring facilities.	By others
An Incident room adjacent to the control room with window glazing along the full length of the dividing wall, such that personnel in the incident room have a view of the control room from behind the operator work stations and are able to directly observe the video wall displays. The incident room shall have space for an OMCS display terminal.	By others
A disabled toilet shall be located such that it is accessible directly from the control room and is available for exclusive use of control room personnel.	By others

Motorway Control Centre	Clarification
A kitchenette shall be provided which is accessible directly from the control room and is available for exclusive use of control room personnel.	By others
An equipment space behind the control room to provide maintenance access to the large screen display.	By others
An OMCS computer equipment room with a raised 'computer' floor and under-floor air conditioning.	By others Air conditioning included
An electrical equipment room for the building 'non-essential' main switchboard.	By others
An electrical equipment room for Motorway MCC redundant power supply services, for the 'essential' main switchboards and uninterruptable power supply units for each of the operators' OMCS systems and associated facilities.	By others
The following office space and facilities shall be provided: -	
General office space that is large enough to accommodate 10 workstations	By others
An office for the Operations Manager that is adjacent to the associated control room and is large enough to accommodate 2 OMCS training workstations	By others
3 management offices	By others
A meeting / 'break out' room suitable for 12 people	By others
General amenities suitable for 20 people, including a kitchen / lunch room, male and female toilets, showers, locker facilities and a cleaner's room	By others
The MCC Building shall be provided with building security systems including security lighting, access control and recorded CCTV.	By others
The MCC Building shall be provided with dual redundant power supplies derived from the M4 East motorway high voltage distribution network.	Not applicable redundant power supply from the Authority to main incoming switch board by others
Each computer equipment room and electrical switchroom shall be provided with a very early smoke detection 'VESDA' system.	Included
One underground services route, comprising 4 no. 100mm white conduits shall be provided from the rail corridor near the western end of Redfern Station to the existing RMS Traffic Management Centre (TMC) for optic fibre cables for integration of the WestConnex systems with the TMC.	By others

Motorway Control Centre	Clarification
Parking spaces must be provided for 20 vehicles	By others

Attachments

SCHEDULE 36

Compensation Events

(Clause 16.9)

1. CLAIM FOR COMPENSATION

To claim compensation in respect of a Compensation Event, the Project Company must:

- (a) within 15 Business Days after the Project Company first becomes aware (or should reasonably have first become aware) of the commencement of a Compensation Event causing a delay, submit a written claim to RMS's Representative for compensation which:
 - (i) gives detailed particulars of the delay and the occurrence causing the delay;
 - (ii) details of the Project Company's Delay Costs and Project Company's Revenue Loss referred to in clause 16.9(c) and how those costs have been calculated; and
 - (iii) states the number of days for which the compensation is claimed together with the basis of calculating that period, including evidence that:
 - (A) by reference to the most recent, updated Overall D&C Program provided to the Independent Certifier pursuant to clause 16.3(c) of this deed (which may further be updated to take into account changes to the program for the Project Company's Activities and delays which may have occurred since the provision of the last Overall D&C Program provided to the Independent Certifier), the delay involves an activity which is critical to the maintenance of progress in the execution of the Project Company's Activities and which will delay it in achieving Opening Completion or Completion of a Stage in the manner described in section 2(a)(iii); and
 - (B) the conditions precedent to any compensation in section 2(a) have been satisfied; and
- (b) if the effects of the delay continue beyond the 10 Business Day period referred to in section 1(a) and the Project Company wishes to claim compensation in respect of the further delay, submit a further written claim to RMS's Representative:
 - (i) every 12 Business Days after the first written claim until 3 Business Days after the end of the effects of the delay; and
 - (ii) containing the information required by section 1(a).

RMS's Representative may, within 10 Business Days after receiving the Project Company's claim or further claim for compensation, by written notice to the Project Company, request additional information in relation to the claim or further claim. The Project Company must, within 10 Business Days of receiving such request, provide RMS's Representative with the information requested.

2. CONDITION PRECEDENT TO COMPENSATION

- (a) It is a condition precedent to the Project Company's entitlement to compensation in respect of a Compensation Event that:
 - (i) the Project Company must give the notices and claims required by section 1 as required by that section;

- (ii) the cause of the delay was beyond the reasonable control of the Project Company and its Related Parties; and
 - (iii) the Project Company is actually, or will be, delayed in achieving Opening Completion or Completion of a Stage by the Compensation Event.
- (b) If the conditions precedent in section 2(a) are not satisfied:
- (i) RMS will not be liable upon any Claim by the Project Company or its Related Parties; and
 - (ii) the Project Company and its Related Parties will be absolutely barred from making any Claim against RMS,

arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

3. PAY COMPENSATION

- (a) Subject to section 3(b), if the conditions precedent in section 2(a) have been satisfied, RMS must pay compensation in respect of a Compensation Event for a reasonable period (which must not be less than the period the relevant Contractor receives the equivalent compensation for under either the M4 East D&C Deed or the M4 West D&C Deed (as applicable)), such period to be as stated by RMS's Representative and notified to RMS and the Project Company within 15 Business Days after the latest of the:
- (i) Project Company's last claim under section 1(b); or
 - (ii) provision by the Project Company of any additional information requested by the Project Company's Representative under section 1.
- (b) The failure of RMS to pay any compensation, or to pay compensation within the time prescribed by this section 3, will not prevent RMS's Representative from subsequently exercising its discretion under section 3(d).
- (c) In respect of each claim for compensation in respect of a Compensation Event under section 1, the Project Company's entitlement to compensation will be reduced to the extent to which the Project Company or any of its Related Parties:
- (i) could have lessened or avoided the delay if they had taken all reasonable steps both to preclude the cause of the delay and to avoid or minimise the consequences of the delay, including the expenditure of reasonable sums of money and taking reasonable steps to Mitigate the cause of the delay or re-schedule within the Overall D&C Program the Project Company's Activities affected by the delay; or
 - (ii) caused or contributed to the delay.
- (d) RMS's Representative may in its absolute discretion for any reason and at any time, from time to time, by notice in writing to the Project Company, unilaterally pay compensation for any period specified in a notice to the Project Company. The power to grant compensation under this section 3(d):
- (i) may be exercised whether or not the Project Company has made, or is entitled to make, a claim for compensation in respect of a Compensation Event or is entitled to be, or has been, paid compensation under this Schedule 36;

- (ii) subject to section 3(d)(iii), may only be exercised by RMS's Representative and RMS's Representative is not required to exercise its discretion under this section 3(d) for the benefit of the Project Company;
 - (iii) without limiting clause 8.1, may be exercised or not exercised (as the case may be) by RMS's Representative in accordance with the directions of RMS; and
 - (iv) is not a Direction which can be the subject of a Dispute pursuant to the Dispute Resolution Procedure or in any way opened up or reviewed by any other person (including any arbitrator or court).
- (e) Where there are several causes of delay to Opening Completion or Completion to a Stage and at least one of those causes is not a Compensation Event, then, to the extent the delays resulting from those causes are concurrent, the Project Company will not be entitled to a Compensation Event under this section 3.

SCHEDULE 37

Conditions precedent to Opening Completion and Completion

(Clause 1.1)

Part 1 - M4 East

A. Conditions precedent to Opening Completion

In respect of M4 East:

1. the Project Works for that Stage are complete in accordance with this deed except for minor Defects which:
 - (a) do not prevent the Project Works for that Stage from being reasonably capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the Project Works for that Stage; and
 - (c) the Project Company has reasonable grounds for not promptly rectifying;
2. the Project Company has:
 - (a) carried out and passed all tests, including Operational Readiness Evaluation, which:
 - (i) are required under this deed to be carried out and passed before the Project Works for that Stage reach Opening Completion;
 - (ii) must necessarily be carried out and passed before the Project Works for that Stage can be used for its intended purpose; and
 - (iii) must necessarily be carried out to verify that the Project Works for that Stage are in the condition this deed requires them to be in at Opening Completion;
 - (b) obtained all Approvals that it is required to obtain under this deed before Opening Completion of the Project Works for that Stage and provided such Approvals to RMS's Representative;
 - (c) executed a certificate in the form of Schedule 38 and provided it to RMS's Representative and the Independent Certifier; and
 - (d) carried out and passed all audits and tests identified in vM4 East SWTC Appendix B.10 (Toll Collection System), Attachment B.10-1, section 5.3.5.
3. the Quality Manager has executed a certificate in the form of Appendix C to Schedule 33 and provided it to RMS's Representative;
4. the Project Company has, in respect of any Extra Land occupied or used in connection with the Project Works for that Stage:
 - (a) rehabilitated the Extra Land in accordance with the requirements of all relevant Authorities, RMS, other relevant persons and this deed having an interest in such Extra Land; and

- (b) provided RMS's Representative with:
 - (i) properly executed releases on terms satisfactory to RMS's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having an interest in such Extra Land; or
 - (ii) if the Project Company is unable to obtain such a release despite using its best endeavours to do so, a statement from the Project Company to the effect that such owner or occupier, or other person having an interest in the Extra Land, has failed or refused to execute such a release within 15 Business Days of it being provided by the Project Company to the owner, occupier or other person following completion of the work on the Extra Land.
5. Not used.
6. RMS has been provided with:
- (a) all certificates required by this deed;
 - (b) a copy of all signed independent road safety audits required by section 4.26 of the M4 East SWTC;
 - (c) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 33 on all quality issues;
 - (d) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 33;
 - (e) copies of all site investigation reports and property conditions surveys pursuant to section 7 of the M4 East SWTC;
 - (f) details of the location of Utility Services pursuant to section 9.3 of the M4 East SWTC;
 - (g) copies of Approvals from Authorities for the drainage design pursuant to section 4.23 of the M4 East SWTC; and
 - (h) all the 'as constructed' documentation and reports required by and in accordance with the Project Company Documentation Schedule;
7. RMS has been provided with:
- (a) a copy of the O&M Manuals and the revised O&M Plan, each as prepared in accordance with this deed;
 - (b) copies of all Approvals required to be obtained by the Project Company under this deed, to open, use and operate the M4 East Motorway;
 - (c) notices in accordance with clause 16.11(c)(i);
 - (d) a written notice of the kind referred to in clause 17.3(a)(i) of this deed from the relevant Authority for each discrete part of the Local Area Works for that Stage which is required to be completed;
 - (e) a written notice of the kind referred to in clause 17.4(a)(i) of this deed from the relevant Authority for of each discrete part of the Utility Service Works for that Stage which is necessary or required to be completed so that the M4 East Motorway may be opened to the public for the safe, efficient and continuous passage of motor vehicles;
 - (f) the inventory details required in accordance with section 11 of the M4 East SWTC;

- (g) not used; and
 - (h) a copy of the incident management plan and the revised incident management plan, each as prepared in accordance with this deed.
8. RMS, in consultation with Fire and Rescue NSW, has accepted the materials relevant to Fire and Rescue NSW that are contained in the Project Works in respect of the M4 East and all relevant systems within the Project Works in respect of the M4 East including the automatic fire protection system, the capacity of the deluge system, any fire hydrant system booster points not located at the portals of the M4 East Motorway and all other fire fighting equipment.
 9. RMS has (acting reasonably) approved the Project Company's inputs to populate the Project Company's Asset Management System as required under section 11 of the M4 East SWTC.
 10. RMS has received and, (acting reasonably), approved the durability assessment reports required by section 4.5 and Appendix C.2 to the M4 East SWTC.
 11. RMS has been provided with an unconditional undertaking for \$5 million which satisfies the requirements of clause 10.1(b) of this deed.

B. Conditions precedent to Completion

In respect of the M4 East:

1. The Project Company has:
 - (a) passed the Operational Acceptance Tests, which have been run for 30 consecutive calendar days under live traffic;
 - (b) [given to RMS's Representative:
 - (i) a copy of "as built" drawings pursuant to section 11.1 and Appendix C.2 of the M4 East SWTC; and
 - (ii) copies of all property and land survey information that is required to be prepared pursuant to Part 1 of Schedule 22 and any other information that is required by RMS to enable RMS to prepare and register plans of consolidation and subdivision in respect of the Motorway Stratum and for the Motorway Stratum Lease to be prepared, executed and registered;
 - (c) given to RMS's Representative all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Project Works which:
 - (i) are required by this deed to be given to RMS's Representative before Completion; or
 - (ii) must necessarily be handed over before the Project Works for that Stage can be used for their intended purpose,

including copies of all documentation in accordance with the requirements of Appendix C.2 of the M4 East SWTC;
 - (d) executed a certificate in the form of Schedule 38 and provided it to RMS's Representative and the Independent Certifier;
 - (e) removed all rubbish, surplus materials (including Materials), Construction Plant and Temporary Works for that Stage from the M4 East Construction Site and Extra Land

except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by RMS's Representative;

- (f) removed all signs erected in accordance with clause 15.5 and made good any damage caused by the removal of those signs; and
- (f) reinstated the Temporary Areas in respect of M4 East and any other land affected by or used for the purposes of the Temporary Works in respect of M4 East to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the Temporary Area in respect of M4 East which this deed (including M4 East SWTC) specifies need not be reinstated (including where the Project Company is required to demolish buildings on the Temporary Area in respect of M4 East),

subsequent to the Date for Opening Completion.

For the avoidance of doubt, references in this Part 1 of Schedule 37 to:

- the "Project Works" are references to that part of the Project Works forming part of the M4 East;
- "Opening Completion" and "Completion" are references to the Opening Completion and Completion of M4 East; and
- "SWTC" are references to the M4 East SWTC.

Part 2 – M4 West

A. Conditions precedent to Completion

In respect of M4 West:

1. the Project Works for that Stage are complete in accordance with this deed, except for Defects not known;
2. without limiting paragraph 1 above, the Project Works for that Stage are capable of being opened to the public for the continuous safe passage of vehicles;
3. the Project Company has:
 - (a) carried out and passed all tests which:
 - (i) are required under this deed to be carried out and passed before the Project Works for that Stage reach Completion; or
 - (ii) must necessarily be carried out and passed before the Project Works for that Stage are opened to the public for the safe, efficient and continuous passage of vehicles;
 - (b) obtained all Approvals that it is required to obtain under this deed before Completion of the Project Works for that Stage and provided such Approvals to RMS's Representative;
 - (c) complied with all performance requirements under this deed which must be certified or otherwise achieved before Completion of the Project Works in respect of that Stage;

- (d) given to RMS's Representative all documents or other information in respect of the design, construction, use, occupation, operation, maintenance and repair of the Project Works for that Stage which:
 - (i) are required to be given to RMS's Representative before Completion of the Project Works for that Stage; or
 - (ii) must necessarily be handed over before the Project Works for that Stage are opened to the public for the safe, efficient and continuous passage of vehicles, provided that all documents and other information must be in a consolidated form;
 - (e) executed a certificate in the form of Schedule 38 for the Project Works for that Stage and provided it to RMS's Representative and the Independent Certifier;
4. the Independent Certifier has executed a certificate in the form of Schedule 39A and provided it to RMS's Representative for the Project Works for that Stage;
 5. the Quality Manager has executed a certificate in the form of Appendix BA to Schedule 33 and provided it to RMS's Representative;
 6. the Project Company has provided the final Maintenance Plan for the Project Works for that Stage in accordance with this deed; and
 7. the Project Company has done everything else which it is required to do before Completion of the Project Works for that Stage.

For the avoidance of doubt, references in this Part 2 of Schedule 37 to:

- the "Project Works" are references to that part of the Project Works forming part of the M4 West;
- "Completion" are references to the Completion of M4 West; and
- "SPR" are references to the M4 West SPR.

SCHEDULE 38

Project Company's Certificate

(Clause 16.11(d))

To: RMS's Representative / the Independent Certifier

From: [] (ABN []) (**Project Company**)

In accordance with the terms of clause 16.11(d) of the deed between Roads and Maritime Services (ABN 76 236 371 088) (**RMS**) and WCX M4 Pty Limited (ABN 92 602 963 806) (**Project Company**) dated [], we hereby certify that [Completion / Opening Completion] of the [M4 East / M4 West] has been achieved by the Project Company on [] in accordance with the terms and conditions of the deed between RMS and the Project Company dated [] with respect to the Project.

.....

Signed for and on behalf of
[insert name of the Project Company]

SCHEDULE 40

Not Used

SCHEDULE 41

Overall D&C Program

(clause 16.3)

PART D
FINANCIAL

SCHEDULE 41A

Toll Calculation Schedule

(clause 21.1)

1. DEFINITIONS

The following terms where used in this Schedule 41A will have the meanings given below:

Administration Charge means a fee for administering the use of the Motorway by Casual Users, as determined in accordance with paragraph 8 of this Schedule 41A.

Base Toll Cap means the toll cap specified in paragraph 3.3 of this Schedule 41A as adjusted in accordance with paragraphs 4.3 and 7.3 of this Schedule 41A.

Base Toll Flag Fall means the toll specified in the paragraph 3.1 of this Schedule 41A as adjusted in accordance with paragraphs 4.1 and 7.1 of this Schedule 41A.

Base Toll Rate means the rate specified in paragraph 3.2 of this Schedule 41A as adjusted in accordance with paragraphs 4.2 and 7.2 of this Schedule 41A.

Casual User means a user of the Motorway who does not pay for that use with a Tag at the time of their trip.

Casual User System means the system and equipment used to manage, process and administer revenue collection from Casual Users including office premises and fitout, hardware, software and office systems.

Charge Toll means, for a Vehicle Class and Quarter, the toll calculated in accordance with paragraph 7.4 of this Schedule 41A.

Heavy Vehicle means a Vehicle which is not a Passenger Vehicle.

Passenger Vehicle means any Vehicle (including any trailer or caravan) which is:

- (a) 2.8 meters or less in height; and
- (b) 12.5 meters or less in length.

Tag means an electronic device which enables the user to pay tolls on tollroads (including the Motorway) by means of an electronic toll collection system.

Theoretical Toll means the theoretical toll calculated in accordance with paragraph 4 of this Schedule 41A.

Theoretical Toll Cap means the theoretical cap calculated in accordance with paragraph 4.3 of this Schedule 41A.

Theoretical Toll Flag Fall Toll means the theoretical flag fall toll calculated in accordance with paragraph 4.1 of this Schedule 41A.

Theoretical Toll Rate means the theoretical rate calculated in accordance with paragraph 4.2 of this Schedule.

Tollable Section means the sections of the Motorway set out in paragraph 6.1 of this Schedule 41A.

Trip means journey by a Vehicle on the Motorway which commences when the Vehicle enters the Motorway and ends when the Vehicle leaves the Motorway. If after leaving the Motorway the Vehicle re-enters the Motorway then it commences a new Trip.

Vehicle means a vehicle which is used or intended to be used on a road which has its own motive power (other than human or animal power) including buses, cars, taxis, motor cycles and trucks.

Vehicle Class means each category of Vehicle referred to in the table in paragraph 7 of this Schedule 41A.

2. **TOLL**

Subject to paragraphs 7.5(a), 7.5(b) and 10 of this Schedule 41A, the Project Company may levy a toll for use of the Motorway (or part of it) for the passage of a Vehicle in a Tollable Section during the Term which does not exceed the Charge Toll for a Vehicle of that Vehicle Class for that Tollable Section for the relevant Quarter.

3. **BASE TOLL FLAG FALL, TOLL RATE AND TOLL CAP**

3.1 **Base Toll Flag Fall**

The Base Toll Flag Fall is set at 30 June 2012 and is \$1.00, including GST.

3.2 **Base Toll Rate**

The Base Toll Rate is set at 30 June 2012 and is \$0.37 per kilometre, including GST.

3.3 **Base Toll Cap**

The Base Toll Cap is set at 30 June 2012 and is \$7.07, including GST.

4. **THEORETICAL TOLL FLAG FALL, TOLL RATE AND TOLL CAP**

4.1 **Theoretical Toll Flag Fall**

(a) The Project Company must review and re-calculate the Theoretical Toll Flag Fall for use of the Motorway once each Quarter in accordance with this paragraph 4.1 of this Schedule 41A.

(b) The Theoretical Toll Flag Fall for use of the Motorway for a Quarter must be calculated in accordance with the following formula:

$$\text{Theoretical Toll Flag Fall}_n = \text{Theoretical Toll Flag Fall}_{n-1} \times \text{Growth Factor}_n$$

provided that $\text{Theoretical Toll Flag Fall}_n$ cannot be less than $\text{Theoretical Toll Flag Fall}_{n-1}$

Where:

$\text{Theoretical Toll Flag Fall}_n$ = the Theoretical Toll Flag Fall for use of the Motorway for the current Quarter;

$\text{Theoretical Toll Flag Fall}_{n-1}$ = the Theoretical Toll Flag Fall for use of the Motorway for the immediately preceding Quarter (or the Base Toll Flag Fall for the first calculation after 30 June 2012);

Growth Factor_n = the greater of:

CPI_{n-2}/CPI_{n-3}; and

1.01;

CPI_{n-2} = at any date, the CPI for the Quarter which is 2 Quarters prior to the current Quarter; and

CPI_{n-3} = at any date, the CPI for the Quarter which is 3 Quarters prior to the current Quarter.

4.2 Theoretical Toll Rate

- (a) The Project Company must review and re-calculate the Theoretical Toll Rate once each Quarter in accordance with this paragraph 4.2 of this Schedule 41A.
- (b) The Theoretical Toll Rate for a Quarter must be calculated in accordance with the following formula:

Theoretical Toll Rate_n = Theoretical Toll Rate_{n-1} x Growth Factor_n

provided that Theoretical Toll Rate_n cannot be less than Theoretical Toll Rate_{n-1}

Where:

Theoretical Toll Rate_n = the Theoretical Toll Rate for the current Quarter;

Theoretical Toll Rate_{n-1} = the Theoretical Toll Rate for the immediately preceding Quarter (or the Base Toll Rate for the first calculation after 30 June 2012);

Growth Factor_n = the greater of:

CPI_{n-2}/CPI_{n-3}; and

1.01;

CPI_{n-2} = at any date, the CPI for the Quarter which is 2 Quarters prior to the current Quarter; and

CPI_{n-3} = at any date, the CPI for the Quarter which is 3 Quarters prior to the current Quarter.

4.3 Theoretical Toll Cap

- (a) The Project Company must review and re-calculate the Theoretical Toll Cap for use of the Motorway once each Quarter in accordance with this paragraph 4.3 of this Schedule 41A.
- (b) The Theoretical Toll Cap for use of the Motorway for a Quarter must be calculated in accordance with the following formula:

Theoretical Toll Cap_n = Theoretical Toll Cap_{n-1} x Growth Factor_n

provided that Theoretical Cap_n cannot be less than Theoretical Cap_{n-1}

Where:

Theoretical Toll Cap_n = the Theoretical Toll Cap for use of the Motorway for the current Quarter;

Theoretical Toll Cap $n-1$ = the Theoretical Toll Cap for use of the Motorway for the immediately preceding Quarter (or the Base Toll Cap for the first calculation after 30 June 2012);

Growth Factor n = the greater of:

CPI_{n-2}/CPI_{n-3} ; and

1.01;

CPI_{n-2} = at any date, the CPI for the Quarter which is 2 Quarters prior to the current Quarter; and

CPI_{n-3} = at any date, the CPI for the Quarter which is 3 Quarters prior to the current Quarter.

5. GST RATE CHANGES

- (a) If, at any time during the period between the M4 East Amendment Date and the end of the Term, the rate of applicable GST under GST law changes from the GST applicable at the date of this deed (**GST Rate Change**), the Base Toll Rate and Base Toll Flag Fall which will apply for the purposes of paragraphs 3.1 and 3.2 respectively of this Schedule 41A after the date on which the GST Rate Change becomes effective will be adjusted in accordance with the following formula:

(i) $\text{Base Toll Rate} = Y \times [1 + X]$

Where:

the Base Toll Rate amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005)

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change; and

$Y = \$0.3364$; and

(ii) $\text{Base Toll Flag Fall} = Y \times [1 + X]$

Where:

the Base Toll Flag Fall amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005)

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change; and

$Y = \$0.9091$.

- (b) If a GST Rate Change occurs the first calculation under paragraph 4 of this Schedule 41A must be re-calculated using the revised Base Toll Rate and Base Toll Flag Fall calculated in accordance with paragraph 5(a) and the series of Quarterly calculations that has taken place under paragraphs 4.1 and 4.2 of this Schedule 41A after that first calculation must also be re-calculated, by reference to the revised first calculation and the series of relevant Growth Factors that were used for the initial series of Quarterly calculations.
- (c) If, at any time during the period between the date of this deed and the end of the Term, a **GST Rate Change** occurs, the Base Toll Cap which will apply for the purposes

of paragraph 3.3 of this Schedule 41A after the date on which the GST Rate Change becomes effective will be the Base Toll Cap adjusted in accordance with the following formula:

$$\text{Base Toll Cap} = Y \times [1 + X]$$

Where:

the Base Toll Cap amount is rounded to 4 decimal places (rounding upward amounts ending in 0.00005)

X = the rate of GST (expressed as a decimal) under GST law applicable after the GST Rate Change; and

Y = \$6.4273.

- (d) If a GST Rate Change occurs the first calculation under paragraph 4 of this Schedule 41A must be re-calculated using the revised Base Toll Cap calculated in accordance with paragraph 5(c) and the series of Quarterly calculations that has taken place under paragraph 4.3 of this Schedule 41A after that first calculation must also be re-calculated, by reference to the revised first calculation and the series of relevant Growth Factors that were used for the initial series of Quarterly calculations.

6. LENGTHS OF TOLLABLE SECTIONS

6.1 Lengths of Tollable Sections

For the purposes of this Schedule 41A, the length of each Tollable Section will be taken to be as set out in the following table:

Tollable Section	Length (km)
Church Street – James Ruse Drive	1.87
James Ruse Drive – Silverwater Road	2.58
Silverwater Road – Hill Road	1.22
Hill Road – Homebush Bay Drive	1.75
James Ruse Drive - Church Street	1.87
Silverwater Road - James Ruse Drive	2.58
Hill Road - Silverwater Road	1.22
Homebush Bay Drive - Hill Road	1.75
Homebush Bay Drive – Concord Road	2.370
Concord Road - Wattle Street	3.70
Wattle Street – Concord Road	3.70
Concord Road – Homebush Bay Drive	2.370

6.2 Length of new Tollable Sections created by additional connections to Motorway

- (a) RMS and Project Company acknowledge that:
 - (i) a Tollable Section set out in clause 6.1 of this Schedule 41A may be divided into two or more new Tollable Sections if a road is connected to the Motorway at a location other than those locations identified in clause 6.1 of this Schedule 41A as the limits of a Tollable Section; and
 - (ii) the modification or addition of a connection at the limit of a Tollable Section identified in clause 6.1 of this Schedule 41A does not entitle a party to seek to change the length of that Tollable Section.
- (b) RMS and Project Company agree that (so far as is practicable) to determine the lengths of new Tollable Sections will be determined by reference to the location at which the centreline of the connecting road crosses the centreline running between the Motorway carriageways.
- (c) If RMS or Project Company (the "Requesting Party") wishes to create new Tollable Sections from those set out in clause 6.1 of this Schedule 41A to reflect the connection of a road to the Motorway then the Requesting Party may give written notice to the other Party (the "Responding Party") specifying the lengths of the proposed new Tollable Sections.
- (d) The Responding Party must advise the Requesting Party within 30 days of receiving a notice under clause 6.2(c) of this Schedule 41A:
 - (i) that it accepts the lengths of the new Tollable Sections proposed by the Requesting Party; or
 - (ii) that it rejects the lengths of the new Tollable Sections proposed by the Requesting Party.
- (e) If the Responding Party fails to respond for any reason within the 30 day period referred to in clause 6.2(d) of this Schedule 41A, it will be taken to have accepted the lengths of the new Tollable Sections proposed by the Requesting Party.
- (f) If the Requesting Party rejects the lengths of the new Tollable Sections proposed by the Requesting Party then the Requesting Party may refer the matter for dispute resolution in accordance with clause 32.

7. CHARGE TOLL

7.1 Flag Fall Toll

The Flag Fall Toll for a Trip will be calculated in accordance with the following formula:

$$\text{Flag Fall Toll} = A \times B$$

Where:

A = the Flag Fall Toll for the Quarter during which the Trip occurs; and

B = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

7.2 Toll Rate

The Toll Rate for a Trip will be calculated in accordance with the following formula:

$$\text{Toll Rate} = A \times B \times C$$

Where:

A = the sum in km to 2 decimal places of the lengths of the Tollable Sections through which the Vehicle passes during the Trip; and

B = the Theoretical Toll Rate for the Quarter during which the Trip occurs; and

C = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

7.3 Toll Cap

The Toll for a Trip will be calculated in accordance with the following formula:

$$\text{Toll Cap} = A \times B$$

Where:

A = Theoretical Toll Cap; and

B = the Charge Toll Multiplier being the factor specified as the "Charge Toll Multiplier" for that Vehicle Class in the following table:

Vehicle Class	Charge Toll Multiplier
Passenger Vehicle	1.0
Heavy Vehicle	3.0

7.4 Charge Toll

Subject to clauses 7.1 and 7.2 of this Schedule 41A, Project Company may levy a toll for each Trip by a Vehicle on the Motorway which does not exceed either:

- (a) the sum of:
 - (i) the Flag Fall Toll for that Trip for that Vehicle, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); and
 - (ii) the Toll Rate for that Trip for that Vehicle, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢); or
- (b) the Toll Cap for that Vehicle, rounded to the nearest whole cent (rounding upwards amounts ending in 0.5¢).

7.5 Increases to Charge Toll

- (a) If Project Company wishes to increase the Charge Toll for a Trip, the Project Company must provide RMS with written notice of:
- (i) the Charge Toll for that Trip for the next Quarter; and
 - (ii) the date on which Project Company proposes to commence levying that Charge Toll which must not be earlier than the next Quarterly Date,
- at least 20 Business Days prior to such date.

(b) Project Company may levy the increased Charge Toll from the time which is no earlier than 12.00 am on the date referred to in clause 7.5(a)(ii) of this Schedule 41A.

(c) If a new State or Commonwealth tax is imposed, or an existing State or Commonwealth tax is increased, on the tolls levied by Project Company in connection with the Project, Project Company will be entitled to increase the tolls charged above the rate that would otherwise be permitted by this Schedule 41A (which may include an increase in the Base Flag Fall Toll and/or the Base Toll Rate and/or the Base Toll Cap) for each quarter that the tax applies.

The increase will not exceed the lesser of:

- (i) the maximum increase permitted by the applicable law (if any); or
- (ii) an amount sufficient to ensure that the net position of Project Company is no worse than immediately prior to the tax being imposed or increased,

but reduced to the extent of any reduction of tax, cost saving or other benefit which accrues to Project Company as part of the change.

8. **ADMINISTRATION CHARGES FOR CASUAL USERS**

(a) The Project Company must give Casual Users an opportunity or opportunities to pay the toll as a deferred toll consistent with the procedures adopted by other private tollway operators from time to time.

(b) RMS consents to the Project Company levying an Administration Charge for providing a temporary tag or allowing a Casual User to pay the toll as a deferred toll.

(c) An Administration Charge for any Quarter (including the initial Administration Charge) will be as reasonably determined by the Project Company in consultation with RMS having regard to:

- (i) different Casual User products that the Project Company may wish to implement from time to time;
- (ii) the actual and anticipated number of Casual Users; and
- (iii) the anticipated recovery rate of tolls and Administration Charges payable by Casual Users in comparison to tolls and Administration Charges actually received from Casual Users,

and so as to enable the recovery of the actual direct and indirect costs of operating and maintaining the Casual User System and processing, administrating and collecting revenue from Casual Users.

(d) The Project Company must give Casual Users prior notice of the amount of an Administration Charge.

- (e) The Project Company may review an Administration Charge once each Quarter. If the Project Company wishes to change an Administration Charge, the Project Company must provide RMS with written notice of:
 - (i) the new Administration Charge for the next Quarter and provide in reasonable detail supporting information for the basis of calculating the new Administration Charge having regard to the principles outlined in paragraph 8(c) of this Schedule 41A; and
 - (ii) the date on which the Project Company proposes to commence charging the new Administration Charge, which must not be earlier than the next Quarterly Date,

at least 20 Business Days prior to such date.
- (f) The new Administration Charge may be charged from the time which is no earlier than 12.00am on the date referred to in paragraph 8(e)(ii) of this Schedule 41A.

9. EXEMPT VEHICLES

Notwithstanding anything else in this deed, the Project Company must not levy any toll, fee or charge for or in connection with the use of the Motorway by any bus being used to provide a public passenger service conducted according to regular routes and timetables, but not including a tourist service or a long-distance service or any other vehicle which is exempt under the Roads Act or its Regulations as at the date of this deed.

10. TOLLING POLICY CHANGES

- (a) RMS may notify the Project Company of any proposed amendments to the toll charges in this Schedule 41A.
- (b) If RMS notifies the Project Company, the parties will promptly enter into good faith discussions on RMS's proposal, including:
 - (i) the precise changes suggested;
 - (ii) the rationale for the changes;
 - (iii) the Project Company's view on whether the changes will promote the policy objectives that RMS seeks to achieve;
 - (iv) the merits of the proposal;
 - (v) any further investigations the parties consider would be necessary to assess the proposal;
 - (vi) any consents that the Project Company would require to implement the proposal; and
 - (vii) the appropriate compensation or other measure that would need to be implemented to ensure that the Project Company is not adversely affected by the proposal.
- (c) If RMS and the Project Company agree to the matters referred to in paragraphs 10(b)(i)-(vii) above, they shall promptly enter into such amendments to this deed as are necessary to implement their agreement.

SCHEDULE 42

Consumer Price Index and Indexation

(clause 1.1)

Consumer Price Index or **CPI** means:

- (a) the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published quarterly by the Australian Bureau of Statistics, as long as there is no change in the coverage, periodicity or reference base from those applying at the M4 East Amendment Date. The base CPI for the purposes of this deed will be the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published by the Australian Bureau of Statistics for the last full quarter ending immediately prior to the date of this deed;
- (b) if there is a change in the coverage of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the M4 East Amendment Date and the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is linked to previous All Groups Consumer Price Indexes, CPI is the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities;
- (c) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the M4 East Amendment Date and the Australian Bureau of Statistics provides a conversion factor, that conversion factor must be applied to calculate revised CPI figures for the purpose of this deed, in terms of the new reference base;
- (d) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the M4 East Amendment Date and the Australian Bureau of Statistics does not provide a conversion factor, the parties must request the President of The Institute of Actuaries Australia (or his nominee) to calculate revised CPIs for the purposes of this deed, and his determination is final and binds the parties;
- (e) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is published and:
 - (i) there is a change in its coverage and it is not linked to previous All Groups Consumer Price Indexes; or
 - (ii) there is a change in its periodicity,the parties must request the President of the Institute of Actuaries Australia (or his nominee) to determine:
 - (iii) whether the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is appropriate as a general indicator of the rate of price change for consumer goods and services; or
 - (iv) if it is not, what other index should be used as a substitute index for the purpose of this deed,and his determination is final and binds the parties;
- (f) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is:

- (i) a replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities; and
- (ii) linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities,

all CPIs relevant to this deed must be re-calculated to the same reference base as the replacement index;

- (g) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is not linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or his nominee) to calculate revised CPIs for the purposes of this deed, and his calculation is final and binds the parties; or
- (h) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics does not publish another index in replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or his nominee) to determine an appropriate index which is a general indicator of the rate of price change for consumer goods and services, and his determination is final and binds the parties.

If paragraph (e), (g) or (h) applies, paragraphs (a) to (h) will apply to the index determined in accordance with paragraph (e), (g) or (h) (as the case may be) as if all references to the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" are references to that replacement index.

SCHEDULE 42A

Payments for Lane Closures and Relocations

(Clause 22.3(d)(ii)(D))

1. DEFINITIONS

In this Schedule 42A:

Off-Peak Period means any period of time which is not a Peak Period.

Peak Period means 5.00 am to 9.00 pm on any day (including weekends and public holidays).

Traffic Adjustment means a change to the traffic capacity of the Motorway which is made for the purposes of facilitating a Permitted RMS Activity. It includes an adjustment to:

- (a) the alignment of traffic lanes;
- (b) the number of traffic lanes; or
- (c) the posted speed limit.

2. TRAFFIC ADJUSTMENTS DURING PEAK PERIODS

If any type of Traffic Adjustment occurs on the Motorway during a Peak Period as a direct result of a Permitted RMS Activity then RMS will pay to the Project Company an amount in respect of that Traffic Adjustment calculated in accordance with paragraph 4 of this Schedule 42A.

3. TRAFFIC ADJUSTMENTS DURING OFF-PEAK PERIODS

3.1 Compensable Traffic Adjustments

If a Traffic Adjustment of a type described below occurs on the Motorway during an Off-Peak Period as a direct result of a Permitted RMS Activity then RMS will pay to the Project Company an amount in respect of that Traffic Adjustment calculated in accordance with paragraph 4 of this Schedule 42A:

- (a) the complete closure of a carriageway for more than 10 minutes in any one hour period; and
- (b) both lanes of the carriageway are available but the posted speed limit is reduced by more than 20 km/h below the level applying immediately prior to the Traffic Adjustment.

3.2 Non-compensable Traffic Adjustments

RMS will not be liable to pay any amount to the Project Company in respect of the following types of Traffic Adjustments, if they occur during an Off-Peak Period:

- (a) the posted speed limit of a carriageway is reduced by not more than 20 km/h below the level applying immediately prior to the Traffic Adjustment, but both lanes of the carriageway are still available;
- (b) one or more lanes of a carriageway are closed, but at least one lane remains available; or
- (c) complete closure of a carriageway for 10 minutes or less in any one hour period.

4. FORMULA FOR CALCULATION OF COMPENSATION

The amount which RMS must pay the Project Company in respect of a Traffic Adjustment referred to in paragraph 2 or 3.1 of this Schedule 42A will be calculated in accordance with the following formula (notwithstanding traffic anomalies due to concurrent events):

$$\text{Payment} = (\text{VCLY} - \text{VC}) \times \text{Charge Toll}$$

Where:

Payment is the amount payable by RMS in respect of the Traffic Adjustment (exclusive of GST).

Period is a span of time either during weekdays or weekends. Periods shall be calculated separately for weekdays and weekends.

VC is the vehicle count for the Tollable Section in which the Traffic Adjustment occurs at or adjacent to the relevant toll gantries over the Period of the Traffic Adjustment, with Passenger Vehicles and Heavy Vehicles counted separately.

Tollable Section has the same meaning as in the Toll Calculation Schedule.

Charge Toll is the Charge Toll (as defined in the Toll Calculation Schedule) per vehicle applying on the day of the Traffic Adjustment, as applied to Passenger Vehicles and Heavy Vehicles.

VCLY is:

- (a) subject to paragraphs (b) and (c), the average vehicle count at or adjacent to the toll gantry for the Tollable Section in which the Traffic Adjustment occurs over the 12 months prior to the date of the Traffic Adjustment for the equivalent Period;
- (b) for any Traffic Adjustment within 30 days after the Motorway Opening Date for a Stage, the vehicle count at or adjacent to the toll gantry for the Tollable Section in which the Traffic Adjustment occurs for the most recent equivalent Period (not itself subject to any Traffic Adjustment) prior to the date of the Traffic Adjustment; or
- (c) subject to paragraph (b), for any Traffic Adjustment within 2 years after the Motorway Opening Date for a Stage, the average vehicle count at or adjacent to the toll gantry for the Tollable Section in which the Traffic Adjustment occurs over the previous 30 days prior to the date of the Traffic Adjustment for the equivalent Period.

Passenger Vehicle and **Heavy Vehicle** have the same meanings as in the Toll Calculation Schedule.

SCHEDULE 43

Project Insurances

(Clauses 26.5 and 26.9A)

1. INSURANCES DURING THE PROJECT WORKS – M4 WEST

This clause 1 of Schedule 43 only applies to M4 West. This clause 1 of Schedule 43 does not apply to M4 East.

(a) Before the Project Company commences any of the Project Works or the Temporary Works relating to M4 West, the Project Company must effect and maintain (or cause to be effected and maintained) the following:

(i) a contract works or construction risks policy of insurance:

(A) in respect of the Project Works, the Temporary Works, [Maintenance], the existing improvements on the Construction Site and all things brought on to the Construction Site by the Project Company or a Contractor for the purpose of the Project Works or the Temporary Works relating to M4 West;

(B) against such risks as are reasonably required by RMS; and

(C) for a minimum of:

(aa) \$ [REDACTED] for the replacement or reinstatement (plus demolition and removal of debris, fees for the project managers and other consultants) of the works under this deed including testing and commissioning activities in connection with the Project, the rectification of Defects and an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and

(bb) \$ [REDACTED] for any one occurrence in respect of the Existing Motorway (plus demolition and removal of debris, fees for the project managers and other consultants) plus an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and

(D) with a maximum excess of \$ [REDACTED], other than in respect of the Existing Motorway where the maximum excess shall be \$ [REDACTED];

(ii) public and products liability insurance covering claims in respect of:

(A) loss of, loss of use of, destruction or damage to, real or personal property; and

(B) injury to, or disease or death of, persons,

arising out of or in connection with the Project Works and Temporary Works relating to M4 West (including third party property damage for plant, equipment and motor vehicles that are not road registered) for a minimum of \$ [REDACTED] for any single occurrence (other than products liability which is limited in the aggregate) for any one period of insurance and with a maximum excess of \$ [REDACTED];

- (iii) professional indemnity insurance for any breach of a duty owed in a professional capacity or for any act or omission in the rendering of or failure to render professional services (including design) by the Contractor, the Tolling Equipment Works Contractor and their professional consultants and the Project Company's professional consultants relating to M4 West for a minimum of \$ [REDACTED] for any one claim and in the aggregate with a maximum excess of \$ [REDACTED];
 - (iv) workers' compensation insurance relating to M4 West as required by Law under any statute relating to workers' or accident compensation;
 - (v) plant and equipment insurance covering all construction plant relating to M4 West (whether owned, hired or leased by the Contractor) against physical loss or damage to such plant for an amount not less than market value of such plant and with a maximum excess of \$ [REDACTED];
 - (vi) motor vehicle insurance covering physical loss or damage to the Contractor's vehicles relating to M4 West whether owned, hired or leased, which are brought onto the Construction Site for an amount not less than the market value of such vehicles and third party property damage for all road registered plant, equipment and motor vehicles used in connection with the Project Company's Activities for a minimum of \$ [REDACTED] for any one occurrence and unlimited in aggregate as to the number of occurrences and with a maximum excess of \$ [REDACTED];
 - (vii) if any work for or in connection with this deed relating to M4 West includes asbestos removal, decontamination or other works involving asbestos, asbestos liability insurance for a minimum of \$ [REDACTED] for any one occurrence, and in the aggregate during the period of insurance and with a maximum excess of \$ [REDACTED];
 - (viii) if any work for or in connection with the deed relating to M4 West includes the use of waterborne craft of 8 or more metres in length, marine liability insurance and marine protection and indemnity insurance for a minimum of \$ [REDACTED] for any one occurrence, and unlimited in the aggregate with regard to the number of occurrences with a maximum excess of \$ [REDACTED]; and
- (b) The Project Company must maintain (or cause to be maintained) the insurances referred to in section 1(a) until:
- (i) in the case of the professional indemnity insurance, 6 years after the Date of Completion for M4 West;
 - (ii) in the case of:
 - (A) contract works or construction risks insurance; and
 - (B) public and products liability insurance,
 the expiration of the last Defects Correction Period relating to M4 West;
 - (iii) in the case of asbestos liability insurance, the expiration of the last Defects Correction Period relating to M4 West;
 - (iv) in the case of marine liability and marine protection insurance, the whole of the period of use of waterborne craft of more than 8 or more metres in length on work for or in connection with this deed relating to M4 West; and

- (v) in the case of workers' compensation insurance, plant and equipment insurance and motor vehicle insurance, the expiration of the last Defects Correction Period relating to M4 West.

2. **INSURANCES DURING THE PROJECT WORKS – M4 EAST**

This clause 2 of Schedule 43 only applies to M4 East. This clause 2 of Schedule 43 does not apply to M4 West.

- (a) Before the Contractor commences any of the Project Works or the Temporary Works relating to M4 East, the Project Company must effect and maintain (or cause to be effected and maintained) the following:
 - (i) a contract works or construction risks policy of insurance:
 - (A) in respect of the Project Works, the Temporary Works, Key Plant and Equipment, the existing improvements on the Construction Site and all things brought on to the Construction Site by the Contractor for the purpose of the Project Works or the Temporary Works, including tunnelling equipment, relating to M4 East;
 - (B) against such risks as are reasonably required by RMS or the Project Company;
 - (C) for a minimum of not less than the D&C Deed Sum (as defined under the M4 East D&C Deed) for the replacement or reinstatement (plus demolition and removal of debris, fees for the project managers and other consultants) of the works under this deed, including a tunnel works sublimit for a minimum of \$[REDACTED] for any single occurrence, and including testing and commissioning activities in connection with the Project, the rectification of Defects and an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and
 - (D) with a maximum excess of \$[REDACTED];
 - (ii) not used;
 - (iii) inland transit and/or overseas transit insurance in respect of relevant items intended to be employed, used or incorporated in the Project Works and the Project Company's Activities relating to M4 East;
 - (iv) public and products liability insurance covering claims in respect of:
 - (A) loss of, loss of use of, destruction or damage to, real or personal property; and
 - (B) injury to, or disease or death of, persons,

arising out of or in connection with the Project Works and Temporary Works relating to M4 East (including third party property damage arising out of the use of plant, equipment and motor vehicles that are not road registered) for a minimum of \$[REDACTED] for any single occurrence and unlimited in the aggregate (other than products liability which is limited in the aggregate) for any one period of insurance and with a maximum excess of \$[REDACTED];
 - (v) professional indemnity insurance for any breach of a duty owed in a professional capacity or for any act or omission in the rendering of or failure to render professional services (including design) by the Contractor, the Tolling

Equipment Works Contractor and their professional consultants relating to M4 East for a minimum of \$ [REDACTED] any one claim and in the aggregate during the period of insurance with a maximum excess of \$ [REDACTED];

- (vi) workers' compensation insurance relating to M4 East as required by Law under any statute relating to workers' or accident compensation;
 - (vii) not used; and
 - (viii) motor vehicle insurance covering physical loss or damage to the Contractor's vehicles relating to M4 East, whether owned, hired or leased, which are brought to the Construction Site for an amount not less than the market value of such vehicles and third party property damage for all road registered plant, equipment and motor vehicles used in connection with the Contractor's Activities for a minimum of \$ [REDACTED] for any one occurrence and unlimited in aggregate as to the number of occurrences and with a maximum excess of \$ [REDACTED].
- (b) If any work for or in connection with the deed relating to M4 East includes asbestos removal, decontamination or other works involving asbestos, the Project Company must effect and maintain (or cause to be effected and maintained) asbestos liability insurance for a minimum of \$ [REDACTED] for any one occurrence and in the aggregate during the period of insurance and with a maximum excess of \$ [REDACTED], before the Project Company commences any of that work.
- (c) The Project Company must maintain (or cause to be maintained) the insurances referred to in section 2(a) until:
- (i) in the case of the professional indemnity insurance, 6 years after the Date of Opening Completion for M4 East; and
 - (ii) in the case of all other insurance, the expiration of the last Defects Correction Period relating to the M4 East.
- (d) The Project Company must maintain (or cause to be maintained) an open policy of overseas transit insurance, as referred to in section 2(a)(iii), covering all overseas shipments in relation to the Project Works and the Project Company's Activities regardless of when the transit occurs.
- (e) Before the Project Company commences any of the Project Works or the Temporary Works on the Project Site, the Project Company must effect and maintain (or cause to be effected and maintained) plant and equipment insurance covering all construction plant (whether owned, hired or leased by the Project Company) against physical loss or damage to such plant for an amount not less than the market value of such plant and with a maximum excess of \$ [REDACTED].

3. **INSURANCES DURING THE TERM**

From the Date of Completion of the first Stage to reach Completion until the end of the Term, the Project Company must effect and maintain (or cause to be effected and maintained) in respect of the Motorway the following:

- (a) an industrial special risks policy of insurance covering the Motorway against physical loss or damage and such other risks as are reasonably required by RMS from time to time (plus an additional amount to cover the cost of demolition and removal of debris, fees for the project managers and other consultants) of the works under this deed including testing and commissioning activities in connection with the Project, and an amount to cover additional costs and expenses to expedite the commencement or completion or repair, provided that the minimum limit of such coverage will be based

on a maximum foreseeable loss analysis procured by the Project Company from an independent third party and approved by RMS (such approval not to be unreasonably withheld);

- (b) public and product liability insurance covering claims in respect of:
 - (i) loss of, loss of use of, destruction or damage to, real or personal property; and
 - (ii) injury to, or disease or death of, persons,

arising out of or in connection with the operation, use, repair or maintenance of the Motorway or the repair or maintenance of the Third Party Works for at least \$ [REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences for any one period of insurance;
- (c) workers' compensation insurance as required by Law under any statute relating to workers' or accident compensation;
- (d) vehicle insurance covering third party property damage for all plant, equipment and motor vehicles used in connection with the Project for at least \$ [REDACTED] for any one occurrence and unlimited in the aggregate as to the number of occurrences; and
- (e) business interruption insurance for a 24 month indemnity period covering all standing charges (including debt service obligations) and loss of anticipated net revenue; and
- (f) any other insurances which RMS reasonably requires and which are commonly effected by land owners, lessees or contractors in the position of the Project Company provided those insurances can be obtained on payment of a reasonable premium.

4. GENERAL REQUIREMENTS

- (a) All insurances which the Project Company is required to effect or maintain (or cause to be effected and maintained) under this deed:
 - (i) must be effected with an Approved Insurer;
 - (ii) must be on the terms required by this Schedule 43 (and, in respect of the insurances referred to in section 1, otherwise as approved by RMS (which approval will not be unreasonably withheld or delayed));
 - (iii) must not contain any exclusion, endorsement or alteration, unless it is first approved by RMS;
 - (iv) in the case of the:
 - (A) insurances specified in sections 1(a)(i), 1(a)(ii), and 1(a)(vi);
 - (B) insurances specified in sections 2(a)(i), 2(a)(iii), 2(a)(iv) and 2(a)(ix) and
 - (C) insurances specified in sections 3(a), 3(b) and 3(d),must be in the joint names of the Project Company, subcontractors of every tier, WDA and RMS and such others as have an insurable interest under the Project Documents for their respective rights, interests and liabilities and in which the insurer waives all rights of subrogation which it may have or acquire against all or any of the persons comprising the insured;

- (v) except in the case of the insurances referred to in sections 1(a)(iv), 2(a)(v), 2(a)(vi) and 3(c), must contain a term which requires the insurer to give RMS and the Project Company 20 Business Days' notice in writing prior to:
 - (A) the insurer giving the party arranging the relevant insurance a notice of cancellation;
 - (B) the insurer cancelling the policy on the request of the party arranging the relevant insurance;
 - (C) the party arranging the relevant insurance allowing the policy to expire; or
 - (D) the insurer giving the party arranging the relevant insurance any other notice in respect of the policy;
 - (vi) in the case of the insurance specified in sections 1(a)(i) and 2(a)(i), must specify RMS, the Project Company and the Contractor as joint loss payees;
 - (vii) in the case of the insurances specified in sections 3(a) and 3(f) (as applicable), must specify RMS and the Project Company as joint loss payees;
 - (viii) in the case of the insurances which are in joint names, the insurances must contain:
 - (A) a waiver of subrogation clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured; and
 - (B) a cross liability clause for the purposes of which the insurer accepts the term "insured" as applying to each of the persons comprising insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result);
 - (ix) in the case of the insurance specified in sections 2(a)(i) and 3(a) must be endorsed to note and allow the Project Company's obligations under clause 26.9, to the effect that compliance by the Project Company with the provisions of that clause will not prejudice the Project Company's or any other insured parties' rights to indemnity under the insurances;
 - (x) in the case of the insurance specified in sections 1(a)(iii) and 2(a)(v) must include a principal's indemnity endorsement in favour of the Project Company, WDA and RMS (to the extent that WDA, RMS or the Project Company has any liability as a principal), in a form approved by RMS (which approval will not be unreasonably withheld or delayed); and
 - (xi) must be subject to the laws of Australia (or an Australian State or Territory) and their courts.
- (b) The Project Company must:
- (i) except in the case of the insurances referred to in sections 1(a)(iii), 1(a)(iv), 2 and 3(c), give RMS (and any other person in whose name a Project Insurance is effected) certificates of currency when requested by RMS and certified copies of all:
 - (A) policies, including policy schedules;

- (B) renewal certificates;
 - (C) endorsements; and
 - (D) cover notes and slips,
- as soon as it receives them from the insurer;
- (ii) in the case of the insurance referred to in sections 2(a)(v) and 2(a)(vi), give RMS certificates of currency when requested by RMS; and
 - (iii) where a policy is in joint names or there are two or more insureds, have each such policy endorsed to the effect that the insurer agrees that any act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty by any one insured party shall not prejudice or invalidate the rights of the other parties comprising the insured who are themselves not guilty of such act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty.
- (c) The Project Company must ensure that the policies of insurance referred to in sections 1(a)(ii) and 2(a)(iv) and 2(a)(v) (subject to the limitations in cover provided by the insurance market and policy terms, conditions and deductibles):
- (i) cover the Project Company for potential liability to RMS assumed by reason of the exclusion of Part 4 of the *Civil Liability Act 2002* (NSW); and
 - (ii) do not exclude any potential liability the Project Company may have had to RMS under or by reason of this deed.
- (d) The parties acknowledge and agree that:
- (i) Maintenance of a self-insurance scheme by John Holland Pty Ltd, in respect of the insurance referred to in section 2(a)(vi) above, consistent with all relevant regulatory and statutory requirements will satisfy the Project Company's contractual obligation to take out the relevant insurance policy, but the self-insurance scheme must be consistent with the requirements of this deed in all respects and does not satisfy the obligations of the Project Company or its other subcontractors (including the other entities that comprise the M4 East Contractor) to take out any insurances); and
 - (ii) renewed versions of insurance policies may differ from the wording set out in Schedule 55, though they must still comply with this Schedule 43.

5. **NOTES**

- (a) Insurance policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.
- (b) A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit of the policy.

SCHEDULE 44

Form of Unconditional Undertaking

(Clause 10)

THIS DEED POLL (Undertaking) made the _____ day of _____ 20_____

IN FAVOUR OF: **Roads and Maritime Services** of 101 Miller Street, North Sydney, New South Wales (**RMS**)

GIVEN BY: _____ (**Financial Institution**)

Contractor [*insert*]

ABN [*insert*]

Security Amount \$

The Contract: [*Insert details of the Project Deed*]

Contract Title: [*Insert title of Project Deed*]

Other words and phrases in this Undertaking have the meanings given in the Contract.

Undertaking

1. At the request of the Contractor, and in consideration of RMS accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by RMS to the maximum aggregate sum of the Security Amount.
2. The Financial Institution unconditionally agrees that, upon receipt from RMS of a notice in writing purportedly signed by RMS (or someone authorised by RMS) that it requires all or some of the Security Amount, the Financial Institution will pay RMS at once, without reference to the Contractor and despite any notice from the Contractor not to pay.
3. RMS must not assign this Undertaking without the prior written agreement of the Financial Institution, which will not be unreasonably withheld.
4. This Undertaking continues until one of the following occurs:
 - (a) RMS notifies the Financial Institution in writing that the Security Amount is no longer required;
 - (b) this Undertaking is returned to the Financial Institution; or
 - (c) the Financial Institution pays RMS an amount which, in aggregate with all other amounts previously paid by the Financial Institution under this Undertaking or such lesser sum as may be required and specified by RMS, equals the Security Amount, or as much as RMS may require overall.
5. At any time, without being required to, the Financial Institution may pay RMS the Security Amount less any amounts previously paid under this Undertaking or such lesser sum as may be required and specified by RMS, and the liability of the Financial Institution will then immediately end.

- 6. Payments made under this Undertaking will be made electronically to a bank account of RMS only. The Security Amount will be automatically reduced by the amount paid.
- 7. This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.

SIGNED, SEALED and DELIVERED for and on behalf of [*insert name of Financial Institution*] by its Attorney under a Power of Attorney dated _____, and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Attorney

Signature of witness

Name of Attorney in full

Name of witness in full

Date of Power of Attorney

Address of witness

Each attorney executing this deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

EXECUTED as a deed.

[Insert]

SCHEDULE 45

Not Used

SCHEDULE 46

Not Used

SCHEDULE 47

Not Used

SCHEDULE 48

Not Used

SCHEDULE 49

Not Used

SCHEDULE 50

Not Used

SCHEDULE 51

Not Used

SCHEDULE 52

Not Used

SCHEDULE 53

Key Plant and Equipment

(Clause 1.1)

No.	Details of equipment	Number of equipment type	Source for equipment
1	Roadheader - Sandvik MT720 or Mitsui SLB300	13	Germany/ Japan
2	Refurbished Roadheader (ex Airport Link) – Sandvik MT720	2	Australia
3	Refurbished Roadheader (ex Airport Link) - Mitsui SLB300	2	Australia
4	Refurbished Roadheader (ex North West Rail Link) - Mitsui SLB300	1	Australia
5	Roadheader Guidance System VMT	18	Germany
6	DS511C – Bolter	9	Sweden
7	Bolter guidance system (VMT)	8	Germany
8	DT821C – Jumbo	1	Sweden
9	Meyco Potenza	8	Switzerland
10	ADT Cat 730	9	UK
11	Cat 329	3	Japan
12	CAT 321 – Short Boom	5	Japan
13	Hammer Excavator BRV32	7	France
14	EWP – 340AJ	19	US
15	Telehandler Pegasus 60.16	7	Italy
16	Forklift 3 tonne	5	US
17	Skid Steer Loader CAT 262	9	US
18	Loader Cat IT62	3	China
19	Loader Cat 966	1	China
20	Loader Cat 972	-	China
21	Hiab truck	3	Australia
22	Franna AT-22	2	Australia

No.	Details of equipment	Number of equipment type	Source for equipment
23	Ventilation fan 1 x 250kW (1800mm)	19	Spain
24	Ventilation Bagging 200dia (1000m+200)	19	Spain
25	Tunnel Jet Fan	22	Spain
26	CFT 40m ³ /sec Dust Extractor	18	Germany
27	Compressor and receiver (845CFM)	8	China
28	Diesel Compressor 250 CFM	3	Japan
29	Water treatment Plant (15.0 ltrs/sec)	4	Australia
30	Fuel Tank T60	4	Australia
31	Portable Fuel Tank (1000ltrs)	5	Australia
32	Allen Triple Roller Tube Paver	4	US
33	Gravel Paver – SD2550CS	4	Germany

SCHEDULE 54

Not Used

SCHEDULE 55

Insurance Policies – M4 East

(Clause 26)

PART E
TECHNICAL

SCHEDULE 56

Scope of Works and Technical Criteria

(Clause 1.1)

Structure and Overview of Scope of Works and Technical Criteria

- (a) This Scope of Works and Technical Criteria comprises the following:
 - (i) Part A – M4 West Scope and Performance Requirements;
 - (ii) Part B – M4 West Additional Project Deed Requirements; and
 - (iii) Part C – M4 East Scope of Works and Technical Criteria.
- (b) At a high level, and without in any way limiting or otherwise affecting any of the terms of Part A, Part B or Part C of this Scope of Works and Technical Criteria, it is acknowledged that:
 - (i) Part A relates primarily to the planning, design, construction and commissioning of the Project Works and the Temporary Works in respect of the M4 West;
 - (ii) Part B relates primarily to the ownership, operation, maintenance and repair of the M4 West; and
 - (iii) Part C relates primarily to:
 - (A) the planning, design, construction and commissioning of the Project Works and the Temporary Works in respect of the M4 East; and
 - (B) the ownership, operation, maintenance and repair of the M4 East.

Part A

M4 West Scope and Performance Requirements

Part B

M4 West Additional Project Deed Requirements

Part C

M4 East Scope of Works and Technical Criteria

The documents that form the M4 East Scope of Works and Technical Criteria are inserted into the two CDs identified below.

SCHEDULE 57

Information Documents

(Clause 11.7)

Part 1: M4 West

In respect of the M4 West, this schedule comprises the following Electronic Files, included within the disc forming Exhibit C to this deed:

1. "Schedule 45 – register of Information Documents.xlsx"; and
2. "Schedule 45 – Register of information documents – RLJV.xlsx".

Part 2: M4 East

In respect of the M4 East, this schedule comprises the following Table.

The documents, other than Information Documents 0174 and 0290, identified in the table below, form Schedule 57 and are inserted into the four DVDs identified below.

and an additional fourth DVD identified as:

M4 East
 Schedule 57 (Information Documents)
 Additional Disc 4 (Info Docs 0481, 0498, 0515 and 0536)
 June 2015

List of Information Documents

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 001	INFO DOC - 001 Industry Briefing Presentation.pdf	WestConnex – Industry Briefing (31 October 2013)
INFO DOC – 002	INFO DOC - 002 Industry Engagement Briefing.pdf	Industry Engagement Briefing (October 2013)
INFO DOC – 003	INFO DOC - 003 Industry Engagement Process Document Nov.pdf	Industry Engagement Process and Key Issues and Questions (November 2013)
INFO DOC – 004	INFO DOC - 004 189698_Combined.pdf	Ferrovial Agroman Industry Partner Team A Final Report Appendix B Memorandum WestConnex - Zone A - New Parramatta Road, Preliminary Geotechnical Domains and Geotechnical Model along the preferred route
INFO DOC – 005	INFO DOC - 005 2013_04_25 Utility Alignment Comparisi.pdf	Ferrovial Agroman Industry Partner Team A Final Report Appendix C Utility Alignment Comparision.pdf
INFO DOC – 006	INFO DOC - 006 21-22166~1.pdf	Ferrovial Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Typical Sections Sheet 2 of 2 (29 April 2013)
INFO DOC – 007	INFO DOC - 007 21-22166~2.pdf	Ferrovial Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Typical Sections Sheet 1 of 2 (29 April 2013)
INFO DOC – 008	INFO DOC - 008 21-22166~3.pdf	Ferrovial Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Pavement Details Sheet 2 of 2 (29 April 2013)
INFO DOC - 009	INFO DOC - 009 21-22166-C.pdf	Ferrovial Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Tycpial Section Sheet 1 of 2 (29 April 2013)
INFO DOC – 010	INFO DOC - 010 21-22166-C001-21.pdf	Ferrovial Agroman Industry Partner Report Appendix A Cover Sheet (29 April 2013)
INFO DOC –	INFO DOC - 011 21-22166-C002.pdf	Ferrovial Agroman Industry Partner

Document No.	Electronic File Name of Information Documents	Description Information Document
011		Report Appendix A Drawing Index (29 April 2013)
INFO DOC – 012	INFO DOC - 012 21-22166-C100-~10.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 11 of 18 (29 April 2013)
INFO DOC – 013	INFO DOC - 013 21-22166-C100-~11.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 12 of 18 (29 April 2013)
INFO DOC – 014	INFO DOC - 014 21-22166-C100-~12.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 13 of 18 (29 April 2013)
INFO DOC – 015	INFO DOC - 015 21-22166-C100-~13.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 14 of 18 (29 April 2013)
INFO DOC – 016	INFO DOC - 016 21-22166-C100-~14.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 15 of 18 (29 April 2013)
INFO DOC – 017	INFO DOC - 017 21-22166-C100-~15.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 16 of 18 (29 April 2013)
INFO DOC – 018	INFO DOC - 018 21-22166-C100-~16.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 17 of 18 (29 April 2013)
INFO DOC – 019	INFO DOC - 019 21-22166-C100-~17.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 18 of 18 (29 April 2013)
INFO DOC – 020	INFO DOC - 020 21-22166-C100-C~1.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 2 of 18 (29 April 2013)
INFO DOC – 021	INFO DOC - 021 21-22166-C100-C~2.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 3 of 18 (29 April 2013)
INFO DOC – 022	INFO DOC - 022 21-22166-C100-C~3.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 4 of 18 (29 April 2013)
INFO DOC – 023	INFO DOC - 023 21-22166-C100-C~4.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 5 of 18 (29 April 2013)
INFO DOC – 024	INFO DOC - 024 21-22166-C100-C~5.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 6 of 18 (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 025	INFO DOC - 02521-22166-C100-C~6.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 7 of 18 (29 April 2013)
INFO DOC – 026	INFO DOC - 026 21-22166-C100-C~7.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 8 of 18 (29 April 2013)
INFO DOC – 027	INFO DOC - 027 21-22166-C100-C~8.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 9 of 18 (29 April 2013)
INFO DOC – 028	INFO DOC - 028 21-22166-C100-C~9.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 10 of 18 (29 April 2013)
INFO DOC – 029	INFO DOC - 029 21-22166-C100-C11.pdf	Ferrovia Agroman Industry Partner Report Appendix A General Arrangement Sheet 1 of 18 (29 April 2013)
INFO DOC – 030	INFO DOC - 030 21-22166-C201-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 1 of 15 (29 April 2013)
INFO DOC - 031	INFO DOC - 031 21-22166-C202-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 2 of 15 (29 April 2013)
INFO DOC – 032	INFO DOC - 032 21-22166-C203-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section – Mainline Sheet 3 of 15 (29 April 2013)
INFO DOC – 033	INFO DOC - 033 21-22166-C204-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 4 of 15 (29 April 2013)
INFO DOC – 034	INFO DOC - 034 21-22166-C205-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 5 of 15 (29 April 2013)
INFO DOC – 035	INFO DOC - 035 21-22166-C206-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 6 of 15 (29 April 2013)
INFO DOC – 036	INFO DOC - 036 21-22166-C207-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 7 of 15 (29 April 2013)
INFO DOC – 037	INFO DOC - 037 21-22166-C208-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 8 of 15 (29 April 2013)
INFO DOC – 038	INFO DOC - 038 21-22166-C209-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section -

Document No.	Electronic File Name of Information Documents	Description Information Document
		Mainline Sheet 9 of 15 (29 April 2013)
INFO DOC – 039	INFO DOC - 039 21-22166-C210-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 10 of 15 (29 April 2013)
INFO DOC – 040	INFO DOC - 040 21-22166-C211-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 11 of 15 (29 April 2013)
INFO DOC – 041	INFO DOC - 041 21-22166-C212-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 12 of 15 (29 April 2013)
INFO DOC - 042	INFO DOC - 042 21-22166-C213-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 13 of 15 (29 April 2013)
INFO DOC - 043	INFO DOC - 043 21-22166-C214-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 14 of 15 (29 April 2013)
INFO DOC - 044	INFO DOC - 044 21-22166-C215-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Long Section - Mainline Sheet 15 of 15 (29 April 2013)
INFO DOC – 045	INFO DOC - 045 21-22166-C220-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 1 of 6 (29 April 2013)
INFO DOC - 046	INFO DOC - 046 21-22166-C221-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 2 of 6 (29 April 2013)
INFO DOC - 047	INFO DOC - 047 21-22166-C222-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 3 of 6 (29 April 2013)
INFO DOC – 048	INFO DOC - 048 21-22166-C223-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 4 of 6 (29 April 2013)
INFO DOC - 049	INFO DOC - 049 21-22166-C224-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 5 of 6 (29 April 2013)
INFO DOC - 050	INFO DOC - 050 21-22166-C225-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive Interchange Long Sections Sheet 6 of 6 (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 051	INFO DOC - 051 21-22166-C230-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 1 of 2 (29 April 2013)
INFO DOC - 052	INFO DOC - 052 21-22166-C231-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 2 of 2 (29 April 2013)
INFO DOC - 053	INFO DOC - 053 21-22166-C232-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 2 of 2 (29 April 2013)
INFO DOC - 054	INFO DOC - 054 21-22166-C233-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Concord Road Interchange Sheet 2 of 2 (29 April 2013)
INFO DOC - 055	INFO DOC - 055 21-22166-C240-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 1 of 5 (29 April 2013)
INFO DOC - 056	INFO DOC - 056 21-22166-C241-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 2 of 5 (29 April 2013)
INFO DOC - 057	INFO DOC - 057 21-22166-C242-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 3 of 5 (29 April 2013)
INFO DOC - 058	INFO DOC - 058 21-22166-C243-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 4 of 5 (29 April 2013)
INFO DOC - 059	INFO DOC - 059 21-22166-C244-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Wattle Street Interchange Sheet 5 of 5 (29 April 2013)
INFO DOC - 060	INFO DOC - 060 21-22166-C250-21.pdf	Ferrovia Agroman Industry Partner Report Appendix A Longitudinal Section – Hawthorne Canal Interchange Sheet 1 of 4 (29 April 2013)
INFO DOC - 061	INFO DOC - 061 21-22166-C251-21.pdf	Ferrovia Agroman Industry Partner Report Appendix Longitudinal Section – Hawthorne Canal Interchange Sheet 2 of 4 (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 062	INFO DOC - 062 21-22166-C252 21.pdf	Ferrovia Agroman Industry Partner Report Appendix Longitudinal Section – Hawthorne Canal Interchange Sheet 3 of 4 (29 April 2013)
INFO DOC - 063	INFO DOC - 063 21-22166-C253-21.pdf	Ferrovia Agroman Industry Partner Report Appendix Longitudinal Section – Hawthorne Canal Interchange Sheet 4 of 4 (29 April 2013)
INFO DOC - 064	INFO DOC - 064 21-22166-C601.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 1 of 5 (29 April 2013)
INFO DOC - 065	INFO DOC - 065 21-22166-C602.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 2 of 5 (29 April 2013)
INFO DOC - 066	INFO DOC - 066 21-22166-C603.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 3 of 5 (29 April 2013)
INFO DOC - 067	INFO DOC - 067 21-22166-C604.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 4 of 5 (29 April 2013)
INFO DOC - 068	INFO DOC - 068 21-22166-C605.pdf	Ferrovia Agroman Industry Partner Report Appendix A Structural Cross Sections Sheet 5 of 5 (29 April 2013)
INFO DOC - 069	INFO DOC - 069 21-22166-C606.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Concord Rd East (29 April 2013)
INFO DOC - 070	INFO DOC - 070 21-22166-C607.pdf	Ferrovia Agroman Industry Partner Report Appendix A Entry Ramp & WB Exit Ramp Shaftsbury Interchange (23 April 2014)
INFO DOC - 071	INFO DOC - 071 21-22166-C608.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Wattle St Interchange (29 April 2013)
INFO DOC - 072	INFO DOC - 072 21-22166-C609.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Hawthorn Canal Ramps East (29 April 2013)
INFO DOC - 073	INFO DOC - 073 21-22166-C610.pdf	Ferrovia Agroman Industry Partner Report Appendix A EB Entry Ramp & WB Exit Ramp Hawthorn Canal Ramps West (29 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 074	INFO DOC - 074 21-22166-C611.pdf	Ferrovia Agroman Industry Partner Report Appendix A Homebush Bay Drive to start of TBM drive Sheet 1 of 1 (29 April 2013)
INFO DOC - 075	INFO DOC - 075 21-22166-C612.pdf	Ferrovia Agroman Industry Partner Report Appendix A Exit from TBM to Hawthorne Canal Bridge Sheet 1 of 2 (29 April 2013)
INFO DOC - 076	INFO DOC - 076 21-22166-C613.pdf	Ferrovia Agroman Industry Partner Report Appendix A Exit from TBM to Hawthorne Canal Bridge Sheet 2 of 2 (29 April 2013)
INFO DOC - 077	INFO DOC - 077 21-22166-C614.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 2 (29 April 2013)
INFO DOC - 078	INFO DOC - 078 21-22166-C615.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 2 of 2 (29 April 2013)
INFO DOC - 079	INFO DOC - 079 21-22166-C616.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 2 (29 April 2013)
INFO DOC - 080	INFO DOC - 080 21-22166-C617.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 2 of 2 (29 April 2013)
INFO DOC - 081	INFO DOC - 081 21-22166-C618.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 2 (29 April 2013)
INFO DOC - 082	INFO DOC - 082 21-22166-C619.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 2 of 2 (29 April 2013)
INFO DOC - 083	INFO DOC - 083 21-22166-C620.pdf	Ferrovia Agroman Industry Partner Report Appendix A Hawthorne Canal Bridge GA Sheet 1 of 1 (29 April 2013)
INFO DOC - 084	INFO DOC - 084 21-22166-C621.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing Homebush Bay Drive Intersection (29 April 2013)
INFO DOC - 085	INFO DOC - 085 21-22166-C622.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing Homebush Bay Drive (29 April 2013)
INFO DOC - 086	INFO DOC - 086 21-22166-C623.pdf	Ferrovia Agroman Industry Partner Report Appendix A Construction Phasing

Document No.	Electronic File Name of Information Documents	Description Information Document
		Concord Rd East Ramps (29 April 2013)
INFO DOC - 087	INFO DOC - 087 21-22166-C624.pdf	Ferrovial Agroman Industry Partner Report Appendix A Construction Phasing Wattle St Ramps (29 April 2013)
INFO DOC - 088	INFO DOC - 088 21-22166-C625.pdf	Ferrovial Agroman Industry Partner Report Appendix A Construction Phasing Wattle St Ramps (29 April 2013)
INFO DOC - 089	INFO DOC - 089 21-22166-SK040.pdf	Ferrovial Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Option 2DcH Parramatta Rd ((April 2013)
INFO DOC - 090	INFO DOC - 090 Appendices E to G_Final.pdf	WestConnex IPDT Business Case Appendices E to G
INFO DOC - 091	INFO DOC - 091 Appendices I and J_Redacted.pdf	WestConnex IPDT Business Case Appendices I to J
INFO DOC - 092	INFO DOC - 092 Appendix C.pdf	Urban Design Integration Report – M4 to Taverners Hill (30 April 2013)
INFO DOC - 093	INFO DOC - 093 Executive Summary.pdf	Ferrovial Agroman Industry Partner Team A Final Report Executive Summary
INFO DOC - 094	INFO DOC - 094 Table of Contents.pdf	Ferrovial Agroman Industry Partner Team A Final Report Table of Contents
INFO DOC - 095	INFO DOC - 095 Chapter 1 .pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 1
INFO DOC - 096	INFO DOC - 096 Chapter 10_redaction_A.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 10 (Redacted)
INFO DOC - 097	INFO DOC - 097 Chapter 2 .pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 2
INFO DOC - 098	INFO DOC - 098 Chapter 3 .pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 3
INFO DOC - 099	INFO DOC - 099 Chapter 4 .pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 4
INFO DOC – 100	INFO DOC - 100 Chapter 5 .pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 5
INFO DOC - 101	INFO DOC - 101 Chapter 6_redaction_Final.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 6 Redacted
INFO DOC - 102	INFO DOC - 102 Chapter 7-redaction_A.pdf	Ferrovial Agroman Industry Partner Team A Final Report Chapter 9 Redacted

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 103	INFO DOC - 103 Chapter 8_redaction_A.pdf	Ferrovia Agroman Industry Partner Team A Final Report Chapter 7- 8 Redacted
INFO DOC - 104	INFO DOC - 104 Chapter 9.pdf	Ferrovia Agroman Industry Partner Team A Final Report Chapter 9
INFO DOC - 105	INFO DOC - 105 Combined_Structural.pdf	Ferrovia Agroman Industry Partner Team A Final Report WestConnex New Parramatta Rd Structural Cross Sections Sheet 1 of 5 (29 April 2013)
INFO DOC - 106	INFO DOC - 106 Financial Analysis November 2013.pdf	WestConnex Financial Analysis - November 2013
INFO DOC - 107	INFO DOC - 107 IP Outcome Report - Redacted v1.pdf	Industry Partner Outcome Report - Redacted v1 (June 2013)
INFO DOC - 108	INFO DOC - 108 LCPL-AECOM IPDT_WestConnex_Volume 1_130430_redaction_Fina.pdf	WestConnex Business Case Volume 1 (30 April 2013)
INFO DOC - 109	INFO DOC - 109 Reference Financing Strategy November 2013.pdf	WestConnex Reference Financing Strategy - November 2013
INFO DOC - 110	INFO DOC - 110 Reference Scheme Scope of Works November 2013.pdf	Reference Scheme Scope of Works November 2013.pdf
INFO DOC - 111	INFO DOC - 111 SMP052_BusinessCaseExecutiveSummary_V45.pdf	WestConnex Business Case Executive Summary – September 2013
INFO DOC - 112	INFO DOC - 112 Traffic and Tolling November 2013.pdf	WestConnex Traffic and Tolling - November 2013
INFO DOC - 113	INFO DOC - 113 WestConnex Reference Delivery Strategy November 2013.pdf	WestConnex Reference Delivery Strategy for the WestConnex Reference Scheme
INFO DOC - 114	INFO DOC – 114 SMP056_WestConnex_All_Options_Map_ALL_v7.pdf	Westconnex Route Options
INFO DOC - 115	INFO DOC – 115 Westconnex_factsheet_urban_renewal_sep2013.pdf	WestConnex Urban Revitalisation Factsheet (September 2013)
INFO DOC - 116	INFO DOC – 116 westconnex_m4_widening_ssiar_sep2.pdf	M4 Widening - State Significant Infrastructure Application Report (September 2013)
INFO DOC - 117	INFO DOC - 117 westconnex-strategic environmental- review-2013.pdf	WestConnex Strategic Environmental Review (September 2013)
INFO DOC -	INFO DOC - 118 MMD-317494-C-M2-	Reference Design M4 East Overall

Document No.	Electronic File Name of Information Documents	Description Information Document
118	DE-DD- DD1B.pdf	Chainage Layout Plan
INFO DOC - 119	INFO DOC - 119 MMD-317494-C-M2-XSMC1D-DD-DD1B_CH37504940.pdf	Reference Design M4 East Cross Sections Ch3750-4940
INFO DOC - 120	INFO DOC - 120 MMD-317494-C-M2-XSMC1D-DD-DD1B_CH4950-6110.pdf	Reference Design M4 East Cross Sections Ch4940-6110
INFO DOC - 121	INFO DOC - 121 MMD-317494-C-M2-XSMCH0-DD-DD1B.pdf	Reference Design M4 East Cross Sections Ch0-1229 (11 November 2013)
INFO DOC - 122	INFO DOC - 122 MMD-317494-C-M2-XSMCQK-DD-DD1B_CH200-0.pdf	Reference Design M4 East Cross Sections Ch200-0 (11 November 2013)
INFO DOC - 123	INFO DOC - 123 MMD-317494-C-SK-SD-DD- 0101_P4.pdf	Reference Drawings - M4 East Roll Sheet 1 of 5 (11 November 2013)
INFO DOC - 124	INFO DOC - 124 MMD-317494-C-SK-SD-DD- 0102_P6.pdf	Reference Drawings - M4 East Roll Sheet 2 of 5 (11 November 2013)
INFO DOC - 125	INFO DOC - 125 MMD-317494-C-SK-SD-DD- 0103_P8.pdf	Reference Drawings - M4 East Roll Sheet 3 of 5 (11 November 2013)
INFO DOC - 126	INFO DOC - 126 MMD-317494-C-SK-SD-DD- 0104_P6.pdf	Reference Drawings - M4 East Roll Sheet 4 of 5 (11 November 2013)
INFO DOC - 127	INFO DOC - 127 MMD-317494-C-SK-SD-DD- 0105_P9.pdf	Reference Drawings - M4 East Roll Sheet 5 of 5 (11 November 2013)
INFO DOC - 128	INFO DOC - 128 Publically available Information Documents.pdf	Publically available Information Documents
INFO DOC - 129	INFO DOC – 129 M4_East_Feedback_Report_April14.pdf	M4 East (Stage 1) Community Feedback Report (April 2014)
INFO DOC - 130	INFO DOC - 130 20140517 WCX M4E Information Document Register.pdf	Schedule of Information Documents
INFO DOC - 131	INFO DOC - 131 M4 East EOI Briefing.pdf	M4 East EOI Briefing (27 May 2014)
INFO DOC - 132	INFO DOC - 132 M4 East Data Room Interaction Rules (EOI Phase) Part A.pdf	Data Room M4 East Interaction Rules (EOI Phase) Part A (May 2014)
INFO DOC - 133	INFO DOC - 133 M4 East EOI.mp4	M4 East EOI Briefing – video (27 May 2014)
INFO DOC - 134	INFO DOC - 134 M4 East EOI small version.mp4	M4 East EOI briefing (small version) – video (27 May 2014)
INFO DOC - 135	INFO DOC - 135 WestConnex M4 East EOI (Addendum 1) - Clean.docx	Design and Construction of M4 East Invitation to submit and Expression of Interest (Addendum 1) (May 2014) - Clean

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC - 136	INFO DOC - 136 WestConnex M4 East EOI (Addendum 1) Track Changes.pdf	-Design and Construction of M4 East Invitation to submit and Expression of Interest (Addendum 1) (May 2014) – Track Changes
INFO DOC - 137	INFO DOC - 137 WestConnex M4E EOI Attachments (Addendum 1) - Clean.docx	WestConnex M4E EOI Attachments (Addendum 1) - Clean
INFO DOC - 138	INFO DOC - 138 WestConnex M4E EOI Attachments (Addendum 1) – Track Change.pdf	WestConnex M4E EOI Attachments (Addendum 1) - Track Changes
INFO DOC - 139	INFO DOC - 139 20140606 WCX M4E Information Document Register (Track Change).xlsx	Updated M4E Information Document Register (Track Change)
INFO DOC - 140	INFO DOC - 140 M4 East Expression of Interest Invitation Form.pdf	M4 East Expression of Interest Invitation Form
INFO DOC - 141	INFO DOC - 141 20140611 WCX M4E Information Document Register (Track Change).xlsx	Updated M4E Information Document Register (Track Change)
INFO DOC - 142	INFO DOC - 142 WestConnex M4 East EOI (Addendum 2) - Track .pdf	-Design and Construction of M4 East Invitation to submit an Expression of Interest (Addendum 2) (May 2014) – Track Changes
INFO DOC - 143	INFO DOC - 143 WestConnex M4E EOI Attachments (Addendum 2) - Track.pdf	WestConnex M4E EOI Attachments (Addendum 2) - Track
INFO DOC - 144	INFO DOC - 144 20140619 WCX M4E Information Document Register (Track Change).xlsx	Updated M4E Information Document Register (Track Change)
INFO DOC - 0145	INFO DOC - 0145 Road Tunnel Design Guideline Pt1 105387.pdf	RTA - Road Tunnel Design Guideline: Part I Concept Design - Fire Safety Design (December 2006)
INFO DOC - 0146	INFO DOC - 0146 Road Tunnel Design Guideline Pt2 105388.pdf	RTA - Road Tunnel Design Guideline: Part 2 - Development of an SWTC Fire Safety Design (December 2006)
INFO DOC - 0147	INFO DOC - 0147 Road Tunnel Design Guideline Pt3 105389.pdf	RTA - Road Tunnel Design Guideline: Part 3 – Design Development, Fire Safety Design (December 2006)
INFO DOC - 0148	INFO DOC - 0148 Base Case Opt Stage 1 2d DGN Jul 2014.zip	Base Case Option Concept Design, Stage 1 - 2D Model, dgn files (zipped) (July 2014)
INFO DOC - 0149	INFO DOC - 0149 Base Case Opt Stage 1 sketches DGN Jul 2014.zip	Base Case Option Concept Design, Stage 1 - Sketches, dgn files (zipped)

Document No.	Electronic File Name of Information Documents	Description Information Document
		(July 2014)
INFO DOC - 0150	INFO DOC - 0150 Base Case Opt Stage 1 2d DGN Jul 2014.zip	Base Case Option Concept Design, Stage 1 - 2D Model, dwg files (zipped) (July 2014)
INFO DOC - 0151	INFO DOC - 0151 Base Case Opt Stage 1 sketches DWG Jul 2014.zip	Base Case Option Concept Design, Stage 1 - Sketches, dwg files (zipped) (July 2014)
INFO DOC - 0152	INFO DOC - 0152 DD J1 DES.TXT	Base Case Option, Stage 1, MX file (July 2014)
INFO DOC - 0153	INFO DOC - 0153 Base Case Opt Stage 1 PDF Jul 2014.pdf	WestConnex M4 East Base Case Option, Stage 1, pdf file, Sheets 1 to 5 (28 July 2014)
INFO DOC - 0154	INFO DOC - 0154 Base Case Opt Ultimate 2d DGN Jul 2014.zip	Base Case Option Concept Design, Ultimate - 2D Model, dgn files (zipped) (July 2014)
INFO DOC - 0155	INFO DOC - 0155 Base Case Opt Ultimate sketches DGN Jul 2014.zip	Base Case Option Concept Design, Ultimate - Sketches, dgn files (zipped) (July 2014)
INFO DOC - 0156	INFO DOC - 0156 Base Case Opt Ultimate 2d DWG Jul 2014.zip	Base Case Option Concept Design, Ultimate - 2D Model, dwg files (zipped) (July 2014)
INFO DOC - 0157	INFO DOC - 0157 Base Case Opt Ultimate sketches DWG Jul 2014.zip	Base Case Option Concept Design, Ultimate - Sketches, dwg files (zipped) (July 2014)
INFO DOC - 0158	INFO DOC - 0158 DD J0 DES.TXT	Base Case Option, Ultimate, MX file (July 2014)
INFO DOC - 0159	INFO DOC - 0159 Base Case Opt Ultimate PDF Jul 2014.zip	WestConnex M4 East Base Case Option, Ultimate , pdf file, Sheets 1 to 7 (28 July 2014)
INFO DOC - 0160	INFO DOC - 0160 Hawthorne Canal Opt Stage 1 2d DGN Jul 2014.zip	Hawthorne Canal Option, Stage 1, 2D Model, dgn files (July 2014)
INFO DOC - 0161	INFO DOC - 0161 Hawthorne Canal Opt Stage 1 sketches DGN Jul 2014.zip	Hawthorne Canal Option, Stage 1, Sketches, dgn files (July 2014)
INFO DOC - 0162	INFO DOC - 0162 Hawthorne Canal Opt Stage 1 2d DWG Jul 2014.zip	Hawthorne Canal Option, Stage 1, 2D Model, dwg files (July 2014)
INFO DOC - 0163	INFO DOC - 0163 Hawthorne Canal Opt Stage 1 sketches DWG Jul 2014.zip	Hawthorne Canal Option, Stage 1, Sketches, dwg files (July 2014)
INFO DOC - 0164	INFO DOC - 0164 DD K1 DES.TXT	Hawthorne Canal Option, Stage 1, MX file (July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0165	INFO DOC - 0165 Hawthorne Canal Opt Stage 1 PDF Jul 2014.pdf	WestConnex M4 East Hawthorne Canal Option Stage 1, pdf file, Sheets 1 to 7 (July 2014)
INFO DOC – 0166	INFO DOC - 0166 Hawthorne Canal Opt Ultimate 2d DGN Jul 2014.zip	Hawthorne Canal Option, Ultimate, 2D Model, dgn files (July 2014)
INFO DOC – 0167	INFO DOC - 0167 Hawthorne Canal Opt Ultimate Sketches dgn Jul 2014.zip	Hawthorne Canal Option, Ultimate, Sketches, dgn files (July 2014)
INFO DOC – 0168	INFO DOC - 0168 Hawthorne Canal Opt Ultimate 2d DWG Jul 2014.zip	Hawthorne Canal Option, Ultimate, 2D Model, dwg files (July 2014)
INFO DOC – 0169	INFO DOC - 0169 Hawthorne Canal Opt Ultimate Sketches DWG Jul 2014.zip	Hawthorne Canal Option, Ultimate, Sketches, dwg files (July 2014)
INFO DOC – 0170	INFO DOC - 0170 DD K0 DES.TXT	Hawthorne Canal Option, Ultimate, MX file (July 2014)
INFO DOC – 0171	INFO DOC - 0171 Hawthorne Canal Opt Ultimate Jul 2014.pdf	WestConnex M4 East Hawthorne Canal Option Ultimate, pdf file, Sheets 1 to 7 (July 2014)
INFO DOC – 0172	INFO DOC – 0172 m56ortho_m4corridor_AAM.ecw	Ortho-rectified MGA Zone 56 Aerial Photography - M4 Corridor (2014)
INFO DOC – 0173	INFO DOC - 0173 Shaftsbury Ramps Opt 2d DGN Jul 2014.zip	Shaftsbury Ramps Option, 2D Model, dgn files (July 2014)
INFO DOC – 0174	INFO DOC - 0174 'Shaftsbury Ramps Opt 2d sketches DGN Jul 2014.zip	Shaftsbury Ramps Option, Sketch, dgn file (July 2014)
INFO DOC – 0175	INFO DOC - 0175 MMD-317494-C-M2-SH-JJ-D0V0zip	Shaftsbury Ramps Option, 2D Model, dwg files (July 2014)
INFO DOC – 0176	INFO DOC - 0176 'Shaftsbury Ramps Opt 2d sketches DWG Jul 2014.zip	Shaftsbury Ramps Option, Sketch, dwg file (July 2014)
INFO DOC – 0177	INFO DOC - 0177 0F V0 CO.TXT	Shaftsbury Ramps Option, 1 of 2, MX file (July 2014)
INFO DOC – 0178	INFO DOC - 0178 0F V0 DE.TXT	Shaftsbury Ramps Option, 2 of 2, MX file (July 2014)
INFO DOC – 0179	INFO DOC - 'Shaftsbury Ramps Opt PDF Jul 2014.zip	WestConnex M4 East Shaftsbury Ramps Option (July 2014)
INFO DOC – 0180	INFO DOC - 0180 WCX M4 East Survey Data Jul 2014.zip	WestConnex M4 East – Existing Survey Data (July 2014)
INFO DOC – 0181	INFO DOC - 0181 Vent Bldg Concept Des Homebush Portal 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Homebush Portal, 2D Model, dgn files (July 2014)
INFO DOC –	INFO DOC - 0182Vent Bldg Concept Des	Ventilation Building Concept Design -

Document No.	Electronic File Name of Information Documents	Description Information Document
0182	Homebush Portal DGN Jul 2014.zip	Homebush Portal, dgn files (July 2014)
INFO DOC – 0183	INFO DOC - 0183Vent Bldg Concept Des Homebush Portal 2d DWG Jul 2014.zip	Ventilation Building Concept Design - Homebush Portal, 2D Model, dwg files (July 2014)
INFO DOC – 0184	INFO DOC - 0184Vent Bldg Concept Des Homebush Portal DWG Jul 2014.zip	Ventilation Building Concept Design - Homebush Portal, dwg files (July 2014)
INFO DOC – 0185	INFO DOC - 0185 VB VENT BLDG HOME TRI.TXT	Ventilation Building Concept Design - Homebush Portal - 1 of 2, TXT File (July 2014)
INFO DOC – 0186	INFO DOC - 0186 VB VENT BLDG HOME DES.TXT	Ventilation Building Concept Design - Homebush Portal - 2 of 2, TXT File (July 2014)
INFO DOC – 0187	INFO DOC - 0187 Homebush Portal Preliminary Drawings.pdf	Strathfield Council, WCX M4 East, Volume 1 - Homebush Portal Ventilation Building, Prelim Dwgs, Rev A (28 July 2014)
INFO DOC – 0188	INFO DOC - 0188 Vent Bldg Concept Des Hawthorne Canal 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, 2D Model, dgn files (July 2014)
INFO DOC – 0189	INFO DOC - 0189 Vent Bldg Concept Des Hawthorne Canal DGN Jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, dgn files (July 2014)
INFO DOC – 0190	INFO DOC - 0190 Vent Bldg Concept Des Hawthorne Canal 2d DWG Jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, 2D Model, dwg files (July 2014)
INFO DOC – 0191	INFO DOC - 0191 Vent Bldg Concept Des Hawthorne Canal DWG jul 2014.zip	Ventilation Building Concept Design - Hawthorne Canal, dwg files (July 2014)
INFO DOC – 0192	INFO DOC - 0192 VB VENT BLDG HAWTH TRI.TXT	Ventilation Building Concept Design - Hawthorne Canal, 1 of 2, TXT File (July 2014)
INFO DOC – 0193	INFO DOC - 0193 VB VENT BLDG HAWTH DES.TXT	Ventilation Building Concept Design - Hawthorne Canal, 2 of 2, TXT File (July 2014)
INFO DOC – 0194	INFO DOC - 0194 Hawthorne Canal Venti Bld Preliminary Design.pdf	Ashfield Council, WCX M4 East, Volume 2 - Hawthorne Canal Ventilation Building, Preliminary Drawings, Rev A (28 July 2014)
INFO DOC – 0195	INFO DOC - 0195 Ventilation Bldg Concept Des Bunnings 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Bunnings, 2D Model, DGN Files (zipped) (July 2014)
INFO DOC – 0196	INFO DOC - 0196 Ventilation Bldg Concept Des Bunnings, DGN Jul	Ventilation Building Concept Design - Bunnings, DGN Files (zipped) (July

Document No.	Electronic File Name of Information Documents	Description Information Document
	2014.zip	2014)
INFO DOC – 0197	INFO DOC - 0197 Ventilation Bldg Concept Des Bunnings 2d DWG Jul 2014..zip	Ventilation Building Concept Design - Bunnings, 2D Model, DWG Files (zipped) (July 2014)
INFO DOC – 0198	INFO DOC - 0198 Ventilation Bldg Concept Des Bunnings DWG Jul 2014..zip	Ventilation Building Concept Design - Bunnings, DWG Files (zipped) (July 2014)
INFO DOC – 0199	INFO DOC - 0199 VB VENT BLDG BUNNINGS TRI.TXT	Ventilation Building Concept Design - Bunnings, 1 of 3, TXT File (July 2014)
INFO DOC – 0200	INFO DOC - 0200 VB VENT BLDG BUNNINGS CONT.TXT	Ventilation Building Concept Design - Bunnings, 2 of 3, TXT File (July 2014)
INFO DOC – 0201	INFO DOC - 0201 VB VENT BLDG BUNNINGS DES.TXT	Ventilation Building Concept Design - Bunnings, 3 of 3, TXT File (July 2014)
INFO DOC – 0202	INFO DOC - 0202 Bunnings Ventilation Building Preliminary Design.pdf	Ashfield Council, WestConnex M4 East, Volume 3 – Bunnings Ventilation Building, Preliminary Drawings, Rev A (28 July 2014)
INFO DOC – 0203	INFO DOC - 0203 Ventilation Bldg Concept Des Wattle St 2d DGN Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, 2D Model, DGN Files (zipped) (July 2014)
INFO DOC – 0204	INFO DOC - 0204 Ventilation Bldg Concept Des - Wattle St DGN Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, DGN Files (zipped) (July 2014)
INFO DOC – 0205	INFO DOC - 0205 Ventilation Bldg Concept Des - Wattle St 2d DWG Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, 2D Model, DWG Files (zipped) (July 2014)
INFO DOC – 0206	INFO DOC - 0206 Ventilation Bldg Concept Des - Wattle St DWG Jul 2014.zip	Ventilation Building Concept Design - Wattle Street, DWG Files (zipped) (July 2014)
INFO DOC – 0207	INFO DOC - 0207 VB VENT BLDG WATTLE ST TRI.TXT	Ventilation Building Concept Design - Wattle Street, 1 of 3, TXT File (July 2014)
INFO DOC – 0208	INFO DOC - 0208 VB VENT BLDG WATTLE ST CONT.TXT	Ventilation Building Concept Design - Wattle Street, 2 of 3, TXT File (July 2014)
INFO DOC – 0209	INFO DOC - 0209 VB VENT BLDG WATTLE ST DES.TXT	Ventilation Building Concept Design - Wattle Street, 3 of 3, TXT File (July 2014)
INFO DOC – 0210	INFO DOC - 0210 Wattle Street Ventilation Building Prelim Des.pdf	Ashfield Council, WCX M4 East, Volume 4 - Wattle Street Ventilation Building, Preliminary Drawings, Rev A (28 July

Document No.	Electronic File Name of Information Documents	Description Information Document
		2014)
INFO DOC – 0211	INFO DOC - 0211 Early Structural Concept Design Plans July 2014.pdf	WCX M4 East - Early Structural Concept Designs, Plans (30 July 2014)
INFO DOC – 0212	INFO DOC – 0212 KD1006P_E_4MMcD_25.02.14.dgn	WCX M4 East - Early Structural Concept Designs - Plans, DGN file format (30 July 2014)
INFO DOC – 0213	INFO DOC – 0213 KD1006P_E_4MMcD_25_Plan.dwg	WCX M4 East - Early Structural Concept Designs - Plans, DWG file format (30 July 2014)
INFO DOC – 0214	INFO DOC - 0214 M4 East_xsections.dgn	WCX M4 East - Early Structural Concept Designs - Cross Sections, DGN file format (30 July 2014)
INFO DOC – 0215	INFO DOC - 0215 Early Structural Concept Design - Sections July 2014.pdf	WCX M4 East - Early Structural Concept Designs - Cross Sections (30 July 2014)
INFO DOC – 0216	INFO DOC - 0216 5369 - RMS – Traffic Count Surveys - West Connex - IC.xlsm	Parramatta Road Intersections Traffic Count Report (21 November 2012)
INFO DOC – 0217	INFO DOC - 0217 5979 - SMPO – West Connex Traffic Surveys - IC.xlsm	Traffic Count Reports – Intersections along Dobroyd Pde, Concord Rd, Raw Sq, City West Link and Parramatta Rd
INFO DOC – 0218	INFO DOC - 0218 6285 - SMPO – West Connex Surveys - Concord, Five Dock, Ashfield & Campe....xlsm	Traffic Count Reports – Intersections at Concord, Five Dock, Ashfield & Camperdown Intersections (1 April 2014)
INFO DOC – 0219	INFO DOC - 0219 6285a - SMPO – West Connex Surveys - Concord, Five Dock, Ashfield & Campe....xlsm	Homebush Bay Drive and Underwood Road Intersection Traffic Count Report (1 April 2014)
INFO DOC – 0220	INFO DOC - 0220 Intersection Counts at Wattle St and Parramatta Rd.xls	Traffic Count Reports for Wattle Street and Parramatta Road Intersection, and Frederick Street and Parramatta Road Intersection (21 November 2012)
INFO DOC – 0221	INFO DOC - 0221 N934 SITE 4(A) - Homebush Bay Drive, M4 Western Motorway Off Ramp	Homebush Bay Drive and M4 Western Motorway Off-Ramp Intersection Traffic Count Report - Data Set 1 (24 October 2012)
INFO DOC – 0222	INFO DOC - 0222 N934 SITE 4(B) - Homebush Bay Drive, M4 Western Motorway Off Ramp.xlsx	Homebush Bay Drive and M4 Western Motorway Off-ramp Intersection - Traffic Count Report - Data Set 2 (24 October 2012)
INFO DOC – 0223	INFO DOC - 0223 N934 SITE 4(B) – Rod Laver Drive, M4 On Ramp, Homebush Bay Off Ramp.xlsx	Rod Laver Drive, M4 On Ramp and Homebush Bay Off-Ramp Intersection - Traffic count Report (24 October 2012)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0224	INFO DOC - 0224 N934 SITE 4C - Homebush Bay Drive, M4 Ramp.xlsx	Homebush Bay Drive and M4 Western Motorway On Ramp Eastbound Intersection – Traffic Count Report (24 October 2012)
INFO DOC – 0225	INFO DOC - 0225 N953 PK1 SITE 7 - Parramatta Rd & Marlborough Rd.xlsx	Parramatta Rd and Marlborough Rd Intersection - Traffic Count Report (6 December 2012)
INFO DOC – 0226	INFO DOC - 0226 N953 SITE 8 – Parramatta Rd & Bridge Rd.xlsx	Parramatta Rd and Bridge Rd Intersection - Traffic Count Report (15 November 2012)
INFO DOC – 0227	INFO DOC - 0227 N953 SITE 9 – Great Western Hwy & Underwood Rd.xlsx	Great Western Hwy and Underwood Rd Intersection - Traffic Count Report (15 November 2012)
INFO DOC – 0228	INFO DOC - 0228 N953 SITE 10 - Parramatta Rd & Concord Rd & Leicester Ave.xlsx	Parramatta Rd, Concord Rd and Leicester Ave Intersection – Traffic Count Report (15 November 2012)
INFO DOC – 0229	INFO DOC - 0229 N953 SITE 11 - Parramatta Rd & M4 Western Motorway.xlsx	Parramatta Rd and M4 Western Motorway Intersection - Traffic Count Report (15 November 2013)
INFO DOC – 0230	INFO DOC - 0230 SCATs Data List.xls	TCS Numbers and Corresponding Locations with list of available SCATs files.
INFO DOC – 0231	INFO DOC - 0231 TCS 16 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Flood St and West St, (TCS 16)
INFO DOC – 0232	INFO DOC - 0232 TCS 17 Files July 2014.zip	SCATs Data - Intersection of Longport St and Old Canterbury Rd (TCS 17)
INFO DOC – 0233	INFO DOC - 0233 TCS 18 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Sloane St (TCS 18)
INFO DOC – 0234	INFO DOC - 0234 TCS 32 Files July 2014.zip	SCATs Data - Intersection of Wattle St and Ramsay St (TCS 32)
INFO DOC – 0235	INFO DOC - 0235 TCS 38 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Bland St, Ashfield (TCS 38)
INFO DOC – 0236	INFO DOC - 0236 TCS 58 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Great North Rd (TCS 58)
INFO DOC – 0237	INFO DOC - 0237 TCS 70 Files July 2014.zip	SCATS Data - Intersection of Liverpool Rd and Parramatta Rd (TCS 70)
INFO DOC – 0238	INFO DOC - 0238 TCS 83 Files July 2014.zip	SCATs Data - Intersection of Railway Terrace and West Street (TCS 83)
INFO DOC –	INFO DOC - 0239 TCS 93 Files July	SCATS Data - Intersection of Parramatta

Document No.	Electronic File Name of Information Documents	Description Information Document
0239	2014.zip	Rd and Crystal St, Petersham (TCS 93)
INFO DOC – 0240	INFO DOC - 0240 TCS 97 Files July 2014.zip	SCATS Data - Intersection of Railway Tce and West St (TCS 97)
INFO DOC – 0241	INFO DOC - 0241 TCS 106 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Croydon Rd, Arlington St, (TCS 106)
INFO DOC – 0242	INFO DOC - 0242 TCS 127 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Harris Road (TCS 127)
INFO DOC – 0243	INFO DOC - 0243 TCS 140 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Dalhousie St (TCS 140)
INFO DOC – 0244	INFO DOC - 0244 TCS 143 Files July 2014.zip	SCATS Data -Intersection of Parramatta Rd and Norton St (TCS 143)
INFO DOC – 0245	INFO DOC - 0245 TCS 356 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Carlton Cr (TCS 356)
INFO DOC – 0246	INFO DOC - 0246 TCS 467 Files July 2014.zip	SCATs Data - Intersection of Lyons Rd and Great North Rd (TCS 467)
INFO DOC – 0247	INFO DOC - 0247 TCS 577 Files July 2014.zip	SCATs Data - Intersection of Ramsay Rd and Great North Rd (TCS 577)
INFO DOC – 0248	INFO DOC - 0248 TCS 578 Files July 2014.zip	SCATs Data - Intersection of Queens Rd and Great North Rd (TCS 578)
INFO DOC – 0249	INFO DOC - 0249 TCS 618 Files July 2014.zip	SCATS Data – Intersection of Parramatta Rd, Frederick St and Wattle St (TCS 618)
INFO DOC – 0250	INFO DOC - 0250 TCS 822 Files July 2014.zip	SCATs Data - Intersection of Concord Rd and Patterson St (TCS 822)
INFO DOC – 0251	INFO DOC - 0251 TCS 826 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Shaftesbury Rd (TCS 826)
INFO DOC – 0252	INFO DOC - 0252 TCS 827 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Burwood Rd (TCS 827)
INFO DOC – 0253	INFO DOC - 0253 TCS 828 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Broughton St (TCS 828)
INFO DOC – 0254	INFO DOC - 0254 TCS 830 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Wentworth Rd (TCS 830)
INFO DOC – 0255	INFO DOC - 0255 TCS 831 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and Mosely St (TCS 831)
INFO DOC – 0256	INFO DOC - 0256 TCS 832 Files July 2014.zip	SCATS Data - Intersection of Parramatta Rd and M4 Motorway (TCS 832)
INFO DOC –	INFO DOC - 0257 TCS 833 Files July	SCATS Data - Intersection of Parramatta

Document No.	Electronic File Name of Information Documents	Description Information Document
0257	2014.zip	Rd and Concord Rd (TCS 833)
INFO DOC – 0258	INFO DOC - 0258 TCS 836 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Knight St (TCS 836)
INFO DOC – 0259	INFO DOC - 0259 TCS 837 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Underwood Rd (TCS 837)
INFO DOC – 0260	INFO DOC - 0260 TCS 838 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Park Rd (TCS 838)
INFO DOC – 0261	INFO DOC - 0261 TCS 839 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Bridge Rd (TCS 839)
INFO DOC – 0262	INFO DOC - 0262 TCS 881 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Marlborough Rd (881)
INFO DOC – 0263	INFO DOC - 0263 TCS 1034 Files July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr and M4 EB Off Ramp (TCS 1034)
INFO DOC - 0264	INFO DOC – 0264 TCS 1040 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Frederick St, Croydon (TCS 1040)
INFO DOC – 0265	INFO DOC - 0265 TCS 1227 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Victoria St (TCS 1227)
INFO DOC – 0266	INFO DOC - 0266 TCS 1254 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Holden Ste (TCS 1254)
INFO DOC – 0267	INFO DOC - 0267 TCS 1358 Files July 2014.zip	SCATs Data - Intersection of Hume Hwy and Queen St (TCS 1358)
INFO DOC – 0268	INFO DOC - 0268 TCS 1456 Files July 2014.zip	SCATs Data - Intersection of Underwood Rd and Pomeroy St(TCS 1456)
INFO DOC – 0269	INFO DOC - 0269 TCS 1881 Files July 2014.zip	SCATs Data - Intersection of Gordon St and Trafalgar St (TCS 1881)
INFO DOC – 0270	INFO DOC - 0270 TCS 2124 Files July 2014.zip	SCATs Data - Intersection of Parramatta Rd and Tebbutt St (TCS 2124)
INFO DOC – 0271	INFO DOC - 0271 TCS 2340 Files July 2014.zip	SCATs Data - Intersection of Concord Rd and Sydney St (TCS 2340)
INFO DOC – 0272	INFO DOC - 0272 TCS 2505 Files July 2014.zip	SCATs Data - Intersection of Arthur St and Centenary Dr (TCS 2505)
INFO DOC – 0273	INFO DOC - 0273 TCS 2896 Files July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr and M4 WB (TCS 2896)
INFO DOC – 0274	INFO DOC - 0274 TCS 3034 Files July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr and M4 EB On- Ramp (TCS 3034)
INFO DOC –	INFO DOC - 0275 TCS 3547 Files July	SCATs Data - Intersection of Ramsay St

Document No.	Electronic File Name of Information Documents	Description Information Document
0275	2014.zip	and Marion St (TCS 3547)
INFO DOC – 0276	INFO DOC - 0276 3_Underwood Rd, east of Homebush Bay Dr (Eastbound).xls	Automatic Traffic Counter Survey Results - Underwood Road Eastbound, East of Homebush Bay Drive (22 November 2012 to 5 December 2012)
INFO DOC – 0277	INFO DOC - 0277 3_Underwood Rd, east of Homebush Bay Dr (Westbound).xls	Automatic Traffic Counter Survey Results - Underwood Road Westbound, East of Homebush Bay Drive (22 November 2012 to 28 November 2012)
INFO DOC – 0278	INFO DOC - 0278 4_Parramatta Rd, east of Homebush Bay Dr (Eastbound).xls	Automatic Traffic Counter Survey Results - Parramatta Road Eastbound, East of Homebush Bay Drive (22 November 2012 to 28 November 2012)
INFO DOC – 0279	INFO DOC - 0279 4_Parramatta Rd, east of Homebush Bay Dr (Westbound).xls	Automatic Traffic Counter Survey Results - Underwood Road Westbound, East of Homebush Bay Drive (4 April 2012 to 10 December 2012)
INFO DOC – 0280	INFO DOC - 0280 Tube Counts in Stage 1B area.xls	Tube Counts on Queens Road, between William Street and Coonardoo Close (3 December 2012)
INFO DOC – 0281	INFO DOC - 0281 CountsForMesoModel.pdf	Locations of Intersection Counts and Tube Counts (July 2014)
INFO DOC – 0282	INFO DOC - 0282 197934_Draft biodiversity report_existing environment.pdf	GHD - Flora and Fauna Impact Assessment (July 2014)
INFO DOC – 0283	INFO DOC – 0283 Draftv3_Surface_Water_Existing_Env_Only.pdf	GHD Specialist Report – Surface Water: Water Quality, Soil & Water (July 2014)
INFO DOC – 0284	INFO DOC - 0284 198007_draft soil and land contamination report_existing environment.pdf	GHD - Soil and Land Contamination (desk study), Draft (July 2014)
INFO DOC – 0285	INFO DOC – 0285 Hydrogeology_Report_RevB_Existing_Env_Only.pdf	GHD - Groundwater Impact Assessment (July 2014)
INFO DOC – 0286	INFO DOC - 0286 Agency Letters.pdf	Agency Letters - Request for Input into DGR (19 December 2013)
INFO DOC – 0287	INFO DOC – 0287 G001_Heritage_DDP_140728.pdf	AECOM - M4 East Heritage and Archaeological Studies (July 2014)
INFO DOC – 0288	INFO DOC - 0288 Homebush Bay Drive - Geotechnical and Environmental Investigation Report.pdf	Parsons Brickerhoff – Homebush Bay Drive SB Links - Geotech and Env Report (December 2012)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0289	INFO DOC - 0289 NSRU-1953-GE-111003.C.EXSUB.pdf	NSRU DJV - Design Report – Design Package DP11.1 Geotechnical Interpretive Report – Northern Sydney Freight Corridor, North Strathfield Rail Underpass – Detailed Design, Rev C, (20 December 2013)
INFO DOC – 0290	INFO DOC - 0290 M4 East Existing Boreholes.xls	List of existing M4 East Boreholes (July 2014)
INFO DOC – 0291	INFO DOC - 0291 Connell Wagner- M4 East Geotechnical Investigation Report.pdf	M4 East Motorway Options Study - Geotechnical Investigation Report, Rev 1 (June 2005)
INFO DOC – 0292	INFO DOC - 0292 Coffey_WM_Appendix A - Logs and Core Photos.pdf	Coffey Geotechnics - Sydney Metro Detailed Geotech Investigation - WM1 Series (September 2009)
INFO DOC – 0293	INFO DOC - 0293 BH3103 Borehole Logs WEST.pdf	Douglas Partners - Sydney Metro Stage 2 Borehole Logs, BH3103 (10 June 2010)
INFO DOC – 0294	INFO DOC - 0294 BH3103 Core Photos WEST.pdf	Douglas Partners - Sydney Metro Stage 2 Core Photos, BH3103 (10 June 2010)
INFO DOC – 0295	INFO DOC - 0295 140312_2005 Connell Wagner M4 East options study report rev 7.agx	Connell Wagner M4 East Options Study Report, GINT file format for borehole locations - Rev 7 (2005)
INFO DOC – 0296	INFO DOC - 0296 WestConnex M4 East Proposed Geotech Investigation and existing data – JULY 2014_REDACTED.pdf	WestConnex M4 East Geotech Investigation (July 2014)
INFO DOC – 0297	INFO DOC – 0297 SMP207_M4East_M4South Interface_map_v3.pdf	M4 East and M4 South interface diagram (July 2014)
INFO DOC – 0298	INFO DOC - 0298 SLR - M4 East Noise Logging Summary, August, 2014.pdf	WestConnex M4 East Noise Logging Summary (August 2014)
INFO DOC – 0299	INFO DOC - 0299 Lyall & Associates - Flooding and Drainage Investigation, Vol 1 Main Report, July 2014.pdf	Lyall & Associates - Flooding and Drainage Investigation, Vol 1 Main Report (July 2014)
INFO DOC – 0300	INFO DOC - 0300 Lyall & Associates - Flooding and Drainage Investigation, Vol 2 Figures, July 2014.pdf	Lyall & Associates - Flooding and Drainage Investigation, Vol 2 Figures (July 2014)
INFO DOC – 0301	INFO DOC - 0301 197487_Surface Water_ExistingEnv.pdf	M4 Motorway Travel Time Survey (2014)
INFO DOC – 0302	INFO DOC - 0302 Travel Time Survey 2014.pdf	GHD WestConnex M4 East EIS Surface Water: Water Quality, Soil & Water

Document No.	Electronic File Name of Information Documents	Description Information Document
		(August 2014)
INFO DOC – 0303	INFO DOC – 0303 12AM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for AM Peak in 2012 (31 July 2014)
INFO DOC – 0304	INFO DOC – 0304 12AWT_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for Average Weekly Traffic in 2012 (31 July 2014)
INFO DOC – 0305	INFO DOC – 0305 12PM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for PM Peak in 2012 (31 July 2014)
INFO DOC – 0306	INFO DOC – 0306 21AM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for AM Peak in 2021 (16 May 2014)
INFO DOC – 0307	INFO DOC – 0307 21AM_M4E-R.pdf	Strategic Model Traffic Volume Options - Indicative Concept for M4 East for AM Peak in 2021 (16 May 2014)
INFO DOC – 0308	INFO DOC – 0308 21AWT_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for Average Weekly Traffic in 2021 (16 May 2014)
INFO DOC – 0309	INFO DOC – 0309 21AWT_M4E-R.pdf	Strategic Model Traffic Volume Options - Indicative Concept for M4 East for Average Weekly Traffic in 2021 (16 May 2014)
INFO DOC – 0310	INFO DOC – 0310 21PM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for PM Peak in 2021 (16 May 2014)
INFO DOC – 0311	INFO DOC – 0311 21PM_M4E-R.pdf	Strategic Model Traffic Volume Options - Indicative Concept for M4 East for PM Peak in 2021 (16 May 2014)
INFO DOC – 0312	INFO DOC – 0312 31AM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for AM Peak in 2031 (31 July 2014)
INFO DOC – 0313	INFO DOC – 0313 31AM_WCX.pdf	Strategic Model Traffic Volume Options - Indicative Concept for WestConnex for AM Peak in 2031 (31 July 2014)
INFO DOC –	INFO DOC – 0314 31AWT_DM.pdf	Strategic Model Traffic Volume Options -

Document No.	Electronic File Name of Information Documents	Description Information Document
0314		Indicative Concept for Do Minimum Option for Average Weekly Traffic in 2031 (31 July 2014)
INFO DOC – 0315	INFO DOC – 0315 31AWT_WCX.pdf	Strategic Model Traffic Volume Options - Indicative Concept for WestConnex for Average Weekly Traffic in 2031 (31 July 2014)
INFO DOC – 0316	INFO DOC – 0316 31PM_DM.pdf	Strategic Model Traffic Volume Options - Indicative Concept for Do Minimum Option for PM Peak in 2031 (31 July 2014)
INFO DOC – 0317	INFO DOC – 0317 31PM_WCX.pdf	Strategic Model Traffic Volume Options - Indicative Concept for WestConnex for PM Peak in 2031 (31 July 2014)
INFO DOC – 0318	INFO DOC - 0318 2021_Concord Oval Ramps Option_AM Peak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for AM Peak in 2021 (6 August 2014)
INFO DOC – 0319	INFO DOC - 0319 2021_Concord Oval Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for Daily Traffic in 2021 (6 August 2014)
INFO DOC – 0320	INFO DOC - 0320 2021_Concord Oval Ramps Option_PMPeak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for PM Peak in 2021 (6 August 2014)
INFO DOC – 0321	INFO DOC - 0321 2031_Concord Oval Ramps Option_AM Peak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for AM Peak in 2031 (6 August 2014)
INFO DOC – 0322	INFO DOC - 0322 2031_Concord Oval Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for Daily Traffic in 2031 (6 August 2014)
INFO DOC – 0323	INFO DOC - 0323 2031_Concord Oval Ramps Option_PM Peak.pdf	Strategic Model Traffic Volume Options - Condord Oval Ramps Option for PM Peak in 2031 (6 August 2014)
INFO DOC – 0324	INFO DOC – 0324 2021_No City West Ramps Option_AM Peak.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for AM Peak in 2021 (6 August 2014)
INFO DOC – 0325	INFO DOC – 0325 2021_No City West Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for Average Daily Traffic in 2021 (6 August 2014)
INFO DOC – 0326	INFO DOC – 0326 2021_No City West Ramps Option_PM Peak.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for PM Peak in 2021 (6 August 2014)
INFO DOC –	INFO DOC – 0327 2031_No City West	Strategic Model Traffic Volume Options -

Document No.	Electronic File Name of Information Documents	Description Information Document
0327	Ramps Option_AM Peak.pdf	No City West Ramps Option for AM Peak in 2031 (6 August 2014)
INFO DOC – 0328	INFO DOC – 0328 2031_No City West Ramps Option_Daily Traffic.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for Average Daily Traffic in 2031 (6 August 2014)
INFO DOC – 0329	INFO DOC – 0329 2031_No City West Ramps Option_PM Peak.pdf	Strategic Model Traffic Volume Options - No City West Ramps Option for PM Peak in 2031 (6 August 2014)
INFO DOC – 0330	INFO DOC – 0330 2021_M4 East Only Sloane Street Option_AM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for AM Peak in 2021 (6 August 2014)
INFO DOC – 0331	INFO DOC – 0331 2021_M4 East Only Sloane Street Option_Daily Volumes.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for Daily Volumes in 2021 (6 August 2014)
INFO DOC – 0332	INFO DOC – 0332 2021_M4 East Only Sloane Street Option_PM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for PM Peak in 2021 (6 August 2014)
INFO DOC – 0333	INFO DOC – 0333 2031_Full WestConnex Sloane Street Option_AM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for AM Peak in 2031 (6 August 2014)
INFO DOC – 0334	INFO DOC – 0334 2031_Full WestConnex Sloane Street Option_Daily Volumes.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for Daily Volumes in 2031 (6 August 2014)
INFO DOC – 0335	INFO DOC – 0335 2031_Full WestConnex Sloane Street Option_PM Peak.pdf	Strategic Model Traffic Volume Options - M4 East Only Sloane Street Option for PM Peak in 2031 (6 August 2014)
INFO DOC – 0336	INFO DOC - 0336 RFT Attachment F Information Documents Register v1 20140808.xlsm	RFT Attachment F – Information Documents Register (Excel version 1) (8 August 2014)
INFO DOC – 0337	INFO DOC - 0337 TCS 16 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Flood St, West St: Lewisham (TCS 16) (24 July 2014)
INFO DOC – 0338	INFO DOC - 0338 TCS 18 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Sloane St: Summer Hill (TCS 18) (24 July 2014)
INFO DOC – 0339	INFO DOC - 0339 TCS 32 Files 24 July 2014.zip	SCATS Data - Intersection of Wattle St, Ramsay St: Haberfield (TCS 32) (24 July 2014)
INFO DOC – 0340	INFO DOC - 0340 TCS 38 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Bland St: Ashfield (TCS 38) (24 July 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0341	INFO DOC - 0341 TCS 58 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Great North Rd: Five Dock (TCS 58) (24 July 2014)
INFO DOC – 0342	INFO DOC - 0342 TCS 70 Files 24 July 2014.zip	SCATS Data - Intersection of Liverpool St, Parramatta Rd: Summer Hill (TCS 70) (24 July 2014)
INFO DOC – 0343	INFO DOC - 0343 TCS 83 Files 24 July 2014.zip	SCATS Data - Intersection of Great North Rd, Ramsay St, First Ave: Five Dock (TCS 83) (24 July 2014)
INFO DOC – 0344	INFO DOC - 0344 TCS 93 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Crystal St: Petersham (TCS 93) (24 July 2014)
INFO DOC – 0345	INFO DOC - 0345 TCS 106 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Croydon Rd, Arlington St: Five Dock (TCS 106) (24 July 2014)
INFO DOC – 0346	INFO DOC - 0346 TCS 127 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Harris Rd: Five Dock (TCS 127) (24 July 2014)
INFO DOC – 0347	INFO DOC - 0347 TCS 140 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Dalhousie St: Haberfield (TCS 140) (24 July 2014)
INFO DOC – 0348	INFO DOC - 0348 TCS 143 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Norton St: Leichhardt (TCS 143) (24 July 2014)
INFO DOC – 0349	INFO DOC - 0349 TCS 467 Files 24 July 2014.zip	SCATS Data - Intersection of Great North Rd, Lyons Rd West: Five Dock (TCS 467) (24 July 2014)
INFO DOC – 0350	INFO DOC - 0350 TCS 577 Files 24 July 2014.zip	SCATS Data - Intersection of Ramsay St, Fairlight St: Five Dock (TCS 577) (24 July 2014)
INFO DOC – 0351	INFO DOC - 0351 TCS 578 Files 24 July 2014.zip	SCATS Data - Intersection of Great North Rd, Queens Rd, Fairlight St: Five Dock (TCS 578) (24 July 2014)
INFO DOC – 0352	INFO DOC - 0352 TCS 618 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Frederick St, Wattle St: Ashfield (TCS 618) (24 July 2014)
INFO DOC – 0353	INFO DOC - 0353 TCS 822 Files 24 July 2014.zip	SCATS Data - Intersection of Concord Rd, Patterson St: North Strathfield (TCS 822) (24 July 2014)
INFO DOC – 0354	INFO DOC - 0354 TCS 826 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Shaftesbury Rd: Burwood (TCS 826)

Document No.	Electronic File Name of Information Documents	Description Information Document
		(24 July 2014)
INFO DOC – 0355	INFO DOC - 0355 TCS 827 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Burwood Rd: Burwood (TCS 827) (24 July 2014)
INFO DOC – 0356	INFO DOC - 0356 TCS 828 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Broughton St: Burwood (TCS 828) (24 July 2014)
INFO DOC – 0357	INFO DOC - 0357 TCS 830 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Wentworth Rd: Strathfield (TCS 830) (24 July 2014)
INFO DOC – 0358	INFO DOC - 0358 TCS 831 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Mosely St: Strathfield (TCS 831) (24 July 2014)
INFO DOC – 0359	INFO DOC - 0359 TCS 832 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, M4 Mwy: Strathfield (TCS 832) (24 July 2014)
INFO DOC – 0360	INFO DOC - 0360 TCS 833 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Leicester Ave, Concord Rd: Strathfield (TCS 833) (24 July 2014)
INFO DOC – 0361	INFO DOC - 0361 TCS 836 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Knight St: Homebush (TCS 836) (24 July 2014)
INFO DOC – 0362	INFO DOC - 0362 TCS 837 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Underwood Rd: Homebush (TCS 837) (24 July 2014)
INFO DOC – 0363	INFO DOC - 0363 TCS 838 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Park Rd: Homebush (838) (24 July 2014)
INFO DOC – 0364	INFO DOC - 0364 TCS 839 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Bridge St: Homebush (TCS 839) (24 July 2014)
INFO DOC – 0365	INFO DOC - 0365 TCS 881 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Marlborough Rd: Homebush (TCS 881) (24 July 2014)
INFO DOC – 0366	INFO DOC - 0366 TCS 1034 Files 24 July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr, M4 E/B Off Ramp: Homebush West (TCS 1034) (24 July 2014)
INFO DOC – 0367	INFO DOC - 0367 TCS 1040 Files 24 July 2014.zip	SCATS Data - Intersection of Liverpool Rd, Milton St, Frederick St: Ashfield (TCS 1040) (24 July 2014)
INFO DOC –	INFO DOC - 0368 TCS 1456 Files 24	SCATS Data - Intersection of Underwood

Document No.	Electronic File Name of Information Documents	Description Information Document
0368	July 2014.zip	Rd, Pomeroy St: Homebush (TCS 1456) (24 July 2014)
INFO DOC – 0369	INFO DOC - 0369 TCS 2124 Files 24 July 2014.zip	SCATS Data - Intersection of Parramatta Rd, Tebbutt St: Lewisham (TCS 2124) (24 July 2014)
INFO DOC – 0370	INFO DOC - 0370 TCS 2340 Files 24 July 2014.zip	SCATS Data - Intersection of Concord Rd, Sydney St: North Strathfield (TCS 2340) (24 July 2014)
INFO DOC – 0371	INFO DOC - 0371 TCS 2505 Files 24 July 2014.zip	SCATS Data - Intersection of Centenary Dr, Arthur St: Homebush West (TCS 2505) (24 July 2014)
INFO DOC – 0372	INFO DOC - 0372 TCS 2896 Files 24 July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr, M4 W/B On Ramp, M4 W/B Off Ramp: Homebush West (TCS 2896) (24 July 2014)
INFO DOC – 0373	INFO DOC - 0373 TCS 3034 Files 24 July 2014.zip	SCATS Data - Intersection of Homebush Bay Dr, M4 E/B On Ramp, Sherman St: Homebush West (TCS 3034) (24 July 2014)
INFO DOC – 0374	INFO DOC - 0374 Westconnex TCS Design Plans.zip	WestConnex TCS Design Plans (which correspond to SCATS Data located in INFO DOC - 0337 to 0373) (August 2014)
INFO DOC – 0375	INFO DOC - 0375 Eig Constructability report Wattle St Rev 1.pdf	EIG Constructability Draft Report - M4 East 1B Wattle Street (30 May 2014)
INFO DOC – 0376	INFO DOC - 0376 EIG M4 East Constructability Report, April 2014.pdf	EIG Constructability Report - M4 East (April 2014)
INFO DOC – 0377	INFO DOC - 0377 Eig Report M4 East Eastern Portals.pdf	EIG Constructability Report - M4 East 1B Eastern Portals (July 2014)
INFO DOC – 0378	INFO DOC - 0378 Eig Report MidPoint Drive site.pdf	EIG Constructability Report - M4 East 1B Tunnelling Strategy and Midpoint Drive Site (July 2014)
INFO DOC – 0379	INFO DOC - 0379 mid tunnel access strategic concept.dgn	Mid Tunnel Access Strategic Concept Design (August 2014)
INFO DOC – 0380	INFO DOC - 0380 northern mid tunnel access.pdf	M4 East Draft Design Northern Tunnel Access (August 2014)
INFO DOC – 0381	INFO DOC - 0381 Tunnelling Options rev 2.pdf	EIG Constructability Report - M4 East 1B Tunnelling Strategy and Midpoint Drive Site Appendix – Tunnelling Options Rev. 2 (July 2014)
INFO DOC –	INFO DOC - 0382 WestConnex M4 East -	WestConnex M4 East Request for Tender

Document No.	Electronic File Name of Information Documents	Description Information Document
0382	RFT - Native Files.zip	Native Files (Word Version) (August 2014)
INFO DOC – 0383	INFO DOC - 0383 WestConnex M4 East - SWTC - RFT- Native Files.zip	WestConnex M4 East Request for Tender - Exhibit A Scope of Works and Technical Criteria Native Files (Word Version) (August 2014)
INFO DOC – 0384	INFO DOC - 0384 20140811 11700 WXC ST1B - RFT Document Roadmap Info Doc.pdf	WestConnex M4 East RFT Document Road Map (August 2014)
INFO DOC – 0385	INFO DOC - 0385 Draft Environment and Sustainability Policy_DRAFT July2014.pdf	WestConnex Environment and Sustainability Policy - Draft
INFO DOC – 0386	INFO DOC - 0386 transport-environment policy- framework.pdf	TfNSW - Transport Environment and Sustainability Policy Framework, June 2013
INFO DOC – 0387	INFO DOC - 0387 WestConnex Urban Design Framework_DRAFT October 2013.pdf	WestConnex Motorway Urban Design Framework - WestConnex - "City Shaping Infrastructure", Draft (October 2013)
INFO DOC – 0388	INFO DOC - 0388 MMD-317494-C-SK-SD-KK- 1000.dgn	Shaftsbury Ramps Option, Sketch, dgn file (July 2014) - Re-issue of INFO DOC - 0174 due to file corruption
INFO DOC – 0389	INFO DOC - 0389 20140811 M4 East - Tender Briefing Presentation1 - Final.pdf	M4 East Tender Briefing Presentation (held 12 August 2014)
INFO DOC – 0390	INFO DOC - 0390 WestConnex M4 East Design and Construct (D&C) Deed (1).DOCX	WestConnex M4 East Design and Construct (D&C) Deed (August 2014)
INFO DOC – 0391	INFO DOC - 0391 WestConnex M4 East D&C Deed - Schedules.DOCX	WestConnex M4 East Design and Construct (D&C) Deed Schedules (August 2014)
INFO DOC – 0392	INFO DOC - 0392 M4 East Existing Boreholes.xls	List of existing M4 East Boreholes (July 2014) - Re-issue of INFO DOC - 0290 due to file corruption
INFO DOC – 0393	INFO DOC - 0393 Base Case Option.zip	WestConnex M4 East Base Case Option Stage 1 - Revised 2D model and sketches (August 2014)
INFO DOC – 0394	INFO DOC - 0394 Hawthorne Canal Option.zip	WestConnex M4 East Hawthorne Canal Option Stage 1 - Revised 2D model and sketches (August 2014)
INFO DOC – 0395	INFO DOC – 0395 M4East_SummaryofRelevantLabTesting_1_25072014.pdf	M4 East Summary of Existing Geotechnical Laboratory Data – Data set 1 (August 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0396	INFO DOC – 0396 M4East_SummaryofRelevantLabTesting_2_25072014.pdf	M4 East Summary of Existing Geotechnical Laboratory Data – Data set 2 (August 2014)
INFO DOC – 0397	INFO DOC - 0397 Draft Guide Signposting Strategy M4 East Scope Of Work.pdf	Draft Guide for Signposting Strategy - M4 East Scope Of Works (August 2014)
INFO DOC – 0398	INFO DOC - 0398 M4 East Draft Signage Package.zip	M4 East Draft Signage Package of files (August 2014)
INFO DOC – 0399	INFO DOC - 0399 AP-R341 09 Freeway Design Parameters for Fully Managed Operations.pdf	Austrroads Research Report - Freeway Design Parameters for Fully Managed Operations (December 2009)
INFO DOC – 0400	INFO DOC - 0400 Freeway ramp signals handbook _ VicRoads.pdf	VicRoads - Information on Freeway Ramp Signals Handbook (webpage extract) (25 July 2014)
INFO DOC – 0401	INFO DOC – 0401 FreewayRampSignalsHandbook_Intro_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Introduction (July 2013)
INFO DOC – 0402	INFO DOC – 0402 FreewayRampSignalsHandbook_Ch01_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 1 - Safe, Reliavle and Efficient Freeway Operation (July 2013)
INFO DOC – 0403	INFO DOC – 0403 FreewayRampSignalsHandbook_Ch02_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 3 - Principles of Freeway Ramp Metering (July 2013)
INFO DOC – 0404	INFO DOC – 0404 FreewayRampSignalsHandbook_Ch03_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 3 - Principles of Freeway Ramp Metering (July 2013)
INFO DOC – 0405	INFO DOC - 0405 FreewayRampSignalsHandbook_Ch04_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 4 - Criteria for Provision of Freeway Ramp Signals (July 2013)
INFO DOC – 0406	INFO DOC – 0406 FreewayRampSignalsHandbook_Ch05_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 5 - Freeway Traffic Data (July 2013)
INFO DOC – 0407	INFO DOC – 0407 FreewayRampSignalsHandbook_Ch06_WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 6 - Design of Ramp Signal Installations (July 2013)
INFO DOC – 0408	INFO DOC – 0408 FreewayRampSignalsHandbook_Ch07_	VicRoads- Freeway Ramp Signals Handbook (webpage extract) - Chapter 7 - Operation of Ramp Signals (July

Document No.	Electronic File Name of Information Documents	Description Information Document
	WEB.pdf	2013)
INFO DOC – 0409	INFO DOC – 0409 FreewayRampSignalsHandbook_Ch08_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Chapter 8 - Arterial Road Access Management (July 2013)
INFO DOC – 0410	INFO DOC – 0410 FreewayRampSignalsHandbook_Appendices_ WEB.pdf	VicRoads - Freeway Ramp Signals Handbook (webpage extract) - Appendices (July 2013)
INFO DOC – 0411	INFO DOC - 0411 02.1563 M4 Node Location Diagrams (M4W_M4 Nodes 1 & 2).pdf	M4 Node Location Diagrams (M4W_M4 Nodes 1 & 2) (August 2014)
INFO DOC – 0412	INFO DOC - 0412 03.03.01.01.03 Scope and Performance Requirements RFT- Addendum 7.pdf	WestConnex Design and Construction of M4 Widening - Exhibit A - Scope and Performance Requirements (August)
INFO DOC – 0413	INFO DOC - 041303.03.01.22.03 Appendix D08 RFT - Addendum 8.pdf	WestConnex Design and Construction of M4 Widening - Exhibit A - Scope and Performance Requirements - Appendix D08 ITS Performance and Design Requirements
INFO DOC – 0414	INFO DOC - 0414 20140715 M4 East RFT Schedule 4 Description of Services.pdf	M4 East Geotechnical Site Investigation between Homebush and Haberfield - Request for Tender (15 July 2014)
INFO DOC – 0415	INFO DOC - 0415 140715 M4 East Bhs labelled with program dates.pdf	M4 East Bore Holes Labelled with Program Dates (15 July 2014)
INFO DOC – 0416	INFO DOC - 0416 140715 M4 East Proposed BHs - Timing and Priority Schedule.xls	M4 East Proposed Bore Holes - Timing and Priority Schedules (15 July 2014)
INFO DOC – 0417	INFO DOC - 0417 M4 East Utility Services.zip	M4 East Utility Services for Concord Road Interchange, Wattle Street and Dobroyd Parade and Wattle Street Interchange (13 November 2013)
INFO DOC – 0418	INFO DOC - 0418 M4 East Indicative Concept Model	M4 East Visualisation of Indicative Concept Model (Fly Through shown in Interactive Session 1) (29 August 2014)
INFO DOC – 0419	INFO DOC - 0419 Tunnel Design Guideline draft for discussion.pdf	RMS for Urban Design - Draft Tunnel Guidelines (March 2014)
INFO DOC – 0420	INFO DOC - 0420 Survey Marks Information.zip	M4 East Survey Marks Information (21 August 2014)
INFO DOC – 0421	INFO DOC - 0421 Appendix K Leightons IP Concept Work.pdf	WestConnex IPDT (WestConnex Business Case) Leightons Construction Staging Diagrams (Appendix K) (30 April 2013)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0422	INFO DOC - 0422 M4 East Draft Community Consultation Framework - July 2014.pdf	M4 East Draft Community Consultation Framework (July 2014)
INFO DOC – 0423	INFO DOC - 0423 Indicative concept property schedule and plans 140729.xlsx.pdf	M4 East Indicative Concept Property Schedule and Plans (29 July 2014)
INFO DOC – 0424	INFO DOC - 0424 OMCS Interactive Session - Additional Information.pdf	OMCS Interactive Session 17 September 2014 – Additional Information (9 September 14)
INFO DOC – 0425	INFO DOC - 0425 WDA M4 East Geotechnical Investigations Scope.zip	WDA M4 East Geotechnical Investigations Scope Files (9 September 2014)
INFO DOC – 0426	INFO DOC – 0426 WestConnex_Geocoded.xlsx	M4 Motorway Travel Time Survey revised with GIS co-ordinates (September 2014)
INFO DOC – 0427	INFO DOC - 0427 WestConnex M4 East - RFT Addendum 1 - Word.zip	WestConnex M4 East RFT Addendum 1 - Word Files (August 2014)
INFO DOC – 0428	INFO DOC - 0428 WestConnex M4 East - RFT Addendum 2 - Word.zip	WestConnex M4 East RFT Addendum 2 - Word Files (August 2014)
INFO DOC – 0429	INFO DOC - 0429 RFT Attachment F Information Documents Register v2 20140911.xlsx	RFT Attachment F – Information Documents Register (Excel version 2) (11 September 2014)
INFO DOC – 0430	INFO DOC - 0430 M4 Widening Geotechnical Information.zip	M4 Widening Geotechnical Information (September 2014)
INFO DOC – 0431	INFO DOC - 0431 WestConnex M4 East- Project Deed and Schedules – REDACTED DRAFT 11 September 2014 Native Files.zip	M4 East Project Deed and Schedules - Redacted Draft - Native Files (11 September 2014)
INFO DOC – 0432	INFO DOC - 0432 WestConnex M4 East Project Deed and Schedules REDACTED DRAFT 11 September 2014 PDF Version.zip	M4 East Project Deed and Schedules - Redacted Draft - PDF Files (11 September 2014)
INFO DOC – 0433	INFO DOC - 0433 Contract 2 - DSI M4E - RFT version.pdf	M4 East Tolling Roadside Contract (28 August 2014)
INFO DOC – 0434	INFO DOC - 0434 SWTC 2 - DSI M4E – RFT version.pdf	M4 East Tolling Roadside Systems (28 August 2014)
INFO DOC – 0435	INFO DOC - 0435 20140915 WestConnex M4 East RFT Documents Addendum 2 Track Changes.zip	M4 East RFT Addendum 2 Word Files with Track Changes (15 September 2014)
INFO DOC –	INFO DOC - 0436 Douglas Partners – 3103 Series Borehole Logs - Testing	WestConnex M4 East Douglas Partners 3103 Series Borehole Logs - Testing

Document No.	Electronic File Name of Information Documents	Description Information Document
0436	Reports (Folder)	Reports (issued 17 September 2014)
INFO DOC – 0437	INFO DOC - 0437 WestConnex M4 East Flooding Models (Folder)	WestConnex M4 East Flooding and Drainage Investigation Hydrologic and Hydraulic Models (issued 17 September 2014)
INFO DOC – 0438	INFO DOC - 0438 OMCS Interactive Session Additional Information.pdf	OMCS Interactive Session 17 September 2014 – Additional Information (16 September 14)
INFO DOC – 0439	INFO DOC - 0439 WestConnex M4 Tolling Roadside Industry Briefing v5(Final).pdf	WestConnex M4 Tolling Road Side Industry Briefing held 3 September 2014 (3 September 14)
INFO DOC – 0440	INFO DOC - 0440 WestConnex M4 East Additional Survey Files Wattle Street and City West.zip	M4 East Additional Survey Files or Wattle Street/City West (18 September 2014)
INFO DOC – 0441	INFO DOC - 0441 M4 East WAE Bridge drawings.zip	M4 East WAE Bridge Drawings (September 2014)
INFO DOC – 0442	INFO DOC - 0442 WestConnex M4 East Geotechnical Data - Week 1 results.zip	M4 East Geotechnical Investigation - Week 1 Results (18 September 2014)
INFO DOC – 0443	INFO DOC - 0443 M4 East Bridge Drawings - not WAE	M4 East Bridge Drawings which are NOT WAE (September 2014)
INFO DOC – 0444	INFO DOC - 0444 Copy of PEL1_26May - 31Aug14_all.xls	M4 East Air Quality Monitoring Data from Wattle Street Monitoring Station from 26 May - 31 August 2014 (19 September 2014)
INFO DOC – 0445	INFO DOC - 0445 WestConnex M4 East Geotechnical Data - Week 2 results.zip	M4 East Geotechnical Investigation - Week 2 Results (22 September 2014)
INFO DOC – 0446	INFO DOC - 0446 Preliminary Geotechnical Information from Borehole BH253.zip	Preliminary Geotechnical Information from Borehole BH253 (26 September 2014)
INFO DOC – 0447	INFO DOC - 0447 M4 East Update to WDA Indicative Concept Design.pdf	"WestConnex – M4 East – Update to WDA Indicative Concept Design - Adjustment to on-ramps
INFO DOC – 0448	INFO DOC - 0448 Additional M4 East WAE and Not WAE Bridge Drawings.zip	M4 East Additional Bridge Drawings - WAE and Not WAE (26 September 2014)
INFO DOC – 0449	INFO DOC - 0449 Additional Traffic Movements Parramatta Road from M4 East Westbound Exit.pdf	Additional Traffic Movements - Parramatta Road from M4 East Westbound Exit (26 September 2014)
INFO DOC – 0450	INFO DOC - 0450 M4 East Summary of Modelled Existing Intersection Movements.zip	M4 East Summary of Modelled Existing Intersection Movements (26 September 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0451	INFO DOC - 0451 Managed Motorways Storage requirement sketches.pdf	M4 East Managed Motorways Storage requirements sketches (29 September 2014)
INFO DOC – 0452	INFO DOC - 0452 M4 East Addendum 3 and 4 Track Changed Tender Documents.zip	WestConnex M4 East Addendum 3 and 4 Track Changed Documents (30 September 2014)
INFO DOC – 0453	INFO DOC - 0453 WestConnex M4 East Geotechnical Data - Week 3 results.zip	M4 East Geotechnical Investigation - Week 3 Results (1 October 2014)
INFO DOC – 0454	INFO DOC - 0454 20141001 M4 East - Information Document - Traffic Data Guidance.pdf	WestConnex M4 East Note to Tenderers - Traffic Data Guidance (1 October 2014)
INFO DOC – 0455	INFO DOC - 0455 - D&C Deed (Addendum 5).zip	WestConnex M4 East D&C deed and Schedules issued under Addendum 5 - Word Version and Track Changed PDF (3 October 2014)
INFO DOC – 0456	INFO DOC - 0456 -Jemena Third Party Agreement.xps	Form Jemena Agreement.
INFO DOC – 0457	INFO DOC - 0457 - 610.13569 M4 East Noise Logging Summary (additional) 20140930.pdf	WestConnex M4 East Noise Logging Summary - Additional Locations (30 September 2014)
INFO DOC – 0458	INFO DOC - 0458 - Pavement Details.zip	WestConnex M4 East Details of Pavement segments on Great Western Highway, Wattle Street and Concord Road (3 October 2014)
INFO DOC – 0459	INFO DOC - 0459 20141002 M4 East Contamination Program.zip	WestConnex M4 East Contamination Fieldwork Program (3 October 2014)
INFO DOC – 0460	INFO DOC - 0460 WestConnex M4 East Geotechnical Data - Week 4 results.zip	M4 East Geotechnical Investigation - Week 4 Results (7 October 2014)
INFO DOC – 0461	INFO DOC - 0461 WestConnex M4 East Survey under Bridges at Hawthorne Canal.zip	WestConnex M4 East Survey under bridges at Hawthorne Canal (8 October 2014)
INFO DOC – 0462	INFO DOC - 0462 WestConnex M4 East Light Rail Station Design Files.zip	WestConnex M4 East Light Rail Station Design Files (8 October 2014)
INFO DOC – 0463	INFO DOC - 0463 M4 East Pavement Details.zip	WestConnex M4 East Details of Pavement segments on Great Western Highway, Wattle Street, Concord Road and M4 Motorway (10 October 2014)
INFO DOC – 0464	INFO DOC - 0464 141009 a - Alternative_Hawthorne Canal to Flood St - Stage 1_draft 01.pdf	WestConnex M4 East alternative design for Hawthorne Canal to Flood Street Stage 1 (10 October 2014)
INFO DOC –	INFO DOC - 0465 20141010	WestConnex M4 East Updated

Document No.	Electronic File Name of Information Documents	Description Information Document
0465	WestConnex M4 East Updated Intersection Movements.zip	Intersection Movements (10 October 2014)
INFO DOC – 0466	INFO DOC - 0466 20141010 WestConnex M4 East 2021 and 2031 Modelled travel Time Data.zip	WestConnex M4 East 2021 and 2031 Modelled Travel Time Data (10 October 2014)
INFO DOC – 0467	INFO DOC - 0467 20141010 WestConnex M4 East 2021 and 2031 Turning Movements without Project.zip	WestConnex M4 East 2021 and 2031 Turning Movements without Project (10 October 2014)
INFO DOC – 0468	INFO DOC - 0468 WestConnex M4 East - Concord Sewer Information.zip	WestConnex M4 East Available information on Sewer at Concord Road (13 October 2014)
INFO DOC – 0469	INFO DOC - 0469 WestConnex M4 East Geotechnical Data - Week 5 results.zip	WestConnex M4 East Geotechnical Investigation - Week 5 Results (13 October 2014)
INFO DOC – 0470	INFO DOC - 0470 M4 East Additional Noise Logging Information - Base Case and Hawthorne Options.zip	WestConnex M4 East Additional Noise Logging Information – Base Case and Hawthorne Options (13 October 2014)
INFO DOC – 0471	INFO DOC - 0471 WestConnex M4 East - Concord Oval Drawings.zip	WestConnex M4 East – Concord Oval Drawings (14 October 2014)
INFO DOC – 0472	INFO DOC - 0472 20141014 M4 East – Note to Tenderers - FRNSW Update to Tenderers.pdf	WestConnex M4 East – Note To Tenderers - Fire and Rescue New South Wales Update (14 October 2014)
INFO DOC – 0473	INFO DOC - 0473 WestConnex M4 East Contamination Acid Sulphate Soil Assessment Draft Results 1	WestConnex M4 East - Contamination Acid Sulphate Soil Assessment Draft Results 1 (15 October 2014)
INFO DOC – 0474	INFO DOC - 0474 WestConnex M4 East WConnex_SilvRd-NortonSt_2014 - A1L.pdf	WestConnex M4 East - CCTV and VMS locations in vicinity of M4 East - Silverwater Road to Norton Street (15 October 2014)
INFO DOC – 0475	INFO DOC - 0475 WestConnex M4 East Tolling Roadside Contract revised .zip	WestConnex M4 East Tolling Roadside Contract (clean and track changed versions) - Revised (16 October 2014)
INFO DOC – 0476	INFO DOC - 0476 WestConnex M4 East Maintenance Deed and Schedules.zip	WestConnex M4 East Maintenance Deed and Schedules (pdf and native files) (16 October 2014)
INFO DOC – 0477	INFO DOC - 0477 WestConnex M4 East Geotechnical Survey Information.zip	WestConnex M4 East Geotechnical Survey Information (17 October 2014)
INFO DOC – 0478	INFO DOC - 0478 WestConnex M4 Equipment Information.zip	WestConnex M4 Equipment Information (17 October 2014)
INFO DOC – 0479	INFO DOC - 0479 WestConnex M4 East Additional Geotechnical Information.zip	WestConnex M4 East Additional Geotechnical Information (17 October 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
		2014)
INFO DOC – 0480	INFO DOC - 0480 RFT Attachment F Information Documents Register v3 20141017.xlsx	M4 East RFT Attachment F Information Documents Register v3 (17 October 2014)
INFO DOC – 0481	INFO DOC - 0481 WestConnex M4 East Geotechnical Data - Week 6 results.zip	WestConnex M4 East Geotechnical Investigation - Week 6 Results (20 October 2014)
INFO DOC – 0482	INFO DOC - 0482 WestConnex M4 East Addendum 5 and 6 Track Changed Files.zip	WestConnex M4 East Addendum 5 and 6 Track Changed Files (21 October 2014)
INFO DOC – 0483	INFO DOC - 0483 WestConnex - M4 East DC - DC Independent Certifier Deed .zip	"WestConnex M4 East D&C Independent Certifier Deed (Native and PDF files) (23 October 2014)
INFO DOC – 0484	INFO DOC - 0484 WestConnex M4 East Water Pressure Tests.zip	WestConnex M4 East Geotechnical Information - Water Pressure Tests (23 October 2014)
INFO DOC – 0485	INFO DOC - 0485 M4 East Additional TUFLOW Data.zip	WestConnex M4 East Additional TUFLOW Data (24 October 2014)
INFO DOC – 0486	INFO DOC - 0486 WestConnex M4 East Geotechnical Data - Week 7 results.zip	WestConnex M4 East Geotechnical Investigation - Week 7 Results (28 October 2014)
INFO DOC – 0487	INFO DOC - 0487 WestConnex M4 East Additional Geotechnical Borehole Survey Data.zip	WestConnex M4 East Additional Geotechnical Borehole Survey Data (29 October 2014)
INFO DOC – 0488	INFO DOC - 0488 WestConnex M4 East D&C Deed and Schedules (Addendum 8).zip	WestConnex M4 East D&C Deed and Schedules issued under Addendum 8 - Word Version and Track Changed PDF (31 October 2014)
INFO DOC – 0489	INFO DOC - 0489 WestConnex M4 East Geotechnical Data - Week 8 results.zip	WestConnex M4 East Geotechnical Investigation - Week 8 Results and Survey Information (3 November 2014)
INFO DOC – 0490	INFO DOC - 0490 WestConnex M4 East Contamination Assessment - Sections 1,4, 5 and 6.zip	WestConnex M4 East Geotechnical Investigation Contamination Assessment Draft Results for Section 1,4,5 and 6 (3 November 2014)
INFO DOC – 0491	INFO DOC - 0491 WestConnex M4 East - Location of MCC Site.zip	WestConnex M4 East Location of Motorway Control Centre (4 November 2014)
INFO DOC – 0492	INFO DOC - 0492 WestConnex M4 East - Managed Motorways Drawings.zip	WestConnex M4 East Managed Motorways Drawings - Ramp pit and conduit layout (4 November 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0493	INFO DOC - 0493 231740531_5_M4 East Contractor_s Side Deed.zip	WestConnex M4 East Draft Contractor's Side Deed – PDF and Native Files (4 November 2014)
INFO DOC – 0494	INFO DOC - 0494 232022324_4_Draft Motorway Stratum Lease - 28 October 2014.zip	WestConnex M4 East Draft Motorway Stratum Lease – PDF and Native Files (28 October 2014)
INFO DOC – 0495	INFO DOC – 0495 232096799_2_Westconnex - Stage 1B - Independent Certifier Deed (Project Deed level).zip	WestConnex M4 East Draft Independent Certifier Deed – PDF and Native Files (4 November 2014)
INFO DOC – 0496	INFO DOC - 0496 WestConnex M4 East D&C Deed and Schedules (Addendum 8) revised PDFs.zip	WestConnex M4 East D&C Deed and Schedules - Revised Track Changed PDF (5 November 2014)
INFO DOC – 0497	INFO DOC - 0497 WestConnex M4 East Addendum 7, 8 and 9 Track Changed Files.zip	WestConnex M4 East Addendum 7, 8 and 9 Track Changed Files (7 November 2014)
INFO DOC – 0498	INFO DOC - 0498 WestConnex M4 East Geotechnical Data - Week 9 results.zip	WestConnex M4 East Geotechnical Investigation - Week 9 Results (11 November 2014)
INFO DOC – 0499	INFO DOC - 0499 WestConnex M4 East Additional Contamination Assessment Results.zip	WestConnex M4 East Geotechnical Investigation Additional Contamination Assessment Draft Results (12 November 2014)
INFO DOC – 0500	INFO DOC - 0500 WestConnex M4 East Addendum 10 Track Changed Files.zip	WestConnex M4 East Addendum 10 track Changed Files (13 November 2014)
INFO DOC – 0501	INFO DOC - 0501 WestConnex M4 East Geotechnical Data - Week 10 and Ground Water Results.zip	WestConnex M4 East Geotechnical Investigation - Week 10 and Ground Water Results (17 November 2014)
INFO DOC – 0502	INFO DOC - 0502 231740531_6_M4 East Contractor_s Side Deed	WestConnex M4 East Draft Contractor's Side Deed - Replacement of INFO DOC 0493 – PDF and Native Files (19 November 2014)
INFO DOC – 0503	INFO DOC - 0503 WestConnex M4 East - SWTC Appendix B.14 (System Engineering Management)	M4 East Scope of Works and Technical Criteria Appendix B.14 Requirements for System Engineering Management (20 November 2014)
INFO DOC – 0504	INFO DOC - 0504 D&C Deed and Schedules (WORD and track changed PDF) – Addendum 11 (20 Nov 2014).zip	M4 East D&C Deed and Schedules - Native Clean and PDF Track Changed (20 November 2014)
INFO DOC – 0505	INFO DOC - 0505 M4 East Additional Geotech Survey Information.zip	M4 East Additional Geotechnical Survey Information (20 November 2014)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0506	INFO DOC - 0506 WestConnex M4 East Geotechnical Data - Week 11 Results.zip	WestConnex M4 East Geotechnical Investigation - Week 11 (24 November 2014)
INFO DOC – 0507	INFO DOC - 0507 WestConnex M4 East Addendum 11 Track Changed Files.zip	WestConnex M4 East Addendum 11 track Changed Files (24 November 2014)
INFO DOC – 0508	INFO DOC - 0508 M4 East Remediation Action Plan - Allen Street Reserve.zip	WestConnex M4 East Remediation Action Plan for Ismay/Allen Street Reserve (3 December 2014)
INFO DOC – 0509	INFO DOC - 0509 WestConnex M4 East Addendum 12 Track Changed Files.zip	WestConnex M4 East Addendum 12 Track Changed PDF Files and Native Files (changes to Maintenance Deed based on version issued with Addendum 9) (3 December 2014)
INFO DOC – 0510	INFO DOC - 0510 RFT Attachment F Information Documents Register v4 20141203.xlsx	M4 East RFT Attachment F Information Documents Register v4 (3 December 2014)
INFO DOC – 0511	INFO DOC - 0511 WestConnex M4 East Geotechnical Data - Week 12 and Final Results.zip	WestConnex M4 East Geotechnical Investigation - Week 12 and Final Results (5 December 2014)
INFO DOC – 0512	INFO DOC - 0512 WestConnex M4 East Addendum 12 and 13 Track Changed Files.zip	WestConnex M4 East Addendum 12 and 13 Track Changed PDF Files and Native Files (5 December 2014)
INFO DOC – 0513	INFO DOC - 0513 WestConnex M4 East Geotechnical Data - Week 13 Results.zip	WestConnex M4 East Geotechnical Investigation - Week 13 Results (8 December 2014)
INFO DOC – 0514	INFO DOC - 0514 WestConnex M4 East Geotechnical Data - Core Logs.zip	WestConnex M4 East Geotechnical Investigation - Final Logs (as at Week 12 Results) (11 December 2014)
INFO DOC – 0515	INFO DOC - 0515 WestConnex M4 East Draft Geotechnical Factual Report	WestConnex M4 East Geotechnical Investigation - Geotechnical Factual Draft Report (11 December 2014)
INFO DOC – 0516	INFO DOC - 0516 WestConnex M4 East Addendum 12 and 13 Track Changed Files.	WestConnex M4 East Addendum 12 and 13 Track Changed PDF Files and Native Files (11 December 2014)
INFO DOC – 0517	INFO DOC - 0517 WestConnex M4 East - Draft Project Deed December 2014.zip	WestConnex M4 East Draft Project Deed and Schedules PDF and Native Files - December 2014 (11 December 2014)
INFO DOC – 0518	INFO DOC - 0518 M1-M2 Instrument of Approval.pdf	Northconnex M1-M2 Instrument of Approval (February 2015)
INFO DOC –	INFO DOC - 0519 M1-M2 Instrument of	Northconnex M1-M2 Instrument of

Document No.	Electronic File Name of Information Documents	Description Information Document
0519	Approval Attachment A.pdf	Approval Attachment A (February 2015)
INFO DOC – 0520	INFO DOC - 0520 M1-M2 Instrument of Approval Attachment B.pdf	Northconnex M1-M2 Instrument of Approval Attachment B (February 2015)
INFO DOC – 0521	INFO DOC - 0521 M1-M2 Secretary's Environmental Assessment Report.pdf	Northconnex M1-M2 Secretary's Environmental Assessment Report (February 2015)
INFO DOC – 0522	INFO DOC - 0522 M1-M2 Determination Appendix D.pdf	Northconnex M1-M2 Determination Appendix D (February 2015)
INFO DOC – 0523	INFO DOC - 0523 M1-M2 Determination Appendix E.pdf	Northconnex M1-M2 Determination Appendix E (February 2015)
INFO DOC – 0524	INFO DOC - 0524 RMS Noise Criteria Guideline book 2014.pdf	Noise Criteria Guideline book 2014 (February 2015)
INFO DOC – 0525	INFO DOC - 0525 RMS Noise Mitigation Guideline book 2014.pdf	Noise Mitigation Guideline book 2014 (February 2015)
INFO DOC – 0526	INFO DOC - 0526 20150202 WestConnex M4 East - Indicative Concept Design for Stage 3 connectivity.zip	WestConnex M4 East – Indicative Concept Design for Stage 3 connectivity (February 2015)
INFO DOC – 0527	INFO DOC - 0527 - Bakehouse Quarter - WDA available Information.zip	Bakehouse Quarter - WDA available information (2 February 2015)
INFO DOC – 0528	INFO DOC - 0528 - M4 East Additional Geotechnical Data.zip	M4 East - Additional Geotechnical Data (February 2015)
INFO DOC – 0529	INFO DOC - 0529 WestConnex M4 East Stacey Agnew Ventilation Study Report 20150205.pdf	WestConnex M4 East Stacey Agnew Ventilation Study Report (5 February 2015)
INFO DOC – 0530	INFO DOC - 0530 M4 East Principal Items of Infrastructure - Cycle Paths.zip	WestConnex M4 East Principal Items of Infrastructure – Cycle Paths (6 February 2015)
INFO DOC – 0531	INFO DOC - 0531 M4 East Indicative Concept Design Stage 3 Connectivity - Reference Points.zip	WestConnex M4 East Indicative Concept Design (M4 East to Stage 3 connection) including Reference Points (6 February 2015)
INFO DOC – 0532	INFO DOC - 0532 WestConnex M4 East Addendum 14 Track Changed Files.zip	WestConnex M4 East Addendum 14 Track Changed Files
INFO DOC – 0533	INFO DOC - 0533 RFT Attachment F Information Documents Register v5 20150206.xlsx	M4 East RFT Attachment F Information Documents Register v5 (6 February 2015)
INFO DOC – 0534	INFO DOC - 0534 M4 East Evaluation Interactive 4 - Skills and Employment.pdf	M4 East Evaluation Interactive 4 - Skills and Employment (11 February 2015)

Document No.	Electronic File Name of Information Documents	Description Information Document
INFO DOC – 0535	INFO DOC - 0535 198007_Draft Soil and Contamination Report_RevC.pdf	M4 East GHD Soil and Land Contamination Assessment (Desk Study) (Draft) (December 2014)
INFO DOC – 0536	INFO DOC - 0536 204280_Draft Contamination Report with logs.pdf	M4 East GHD Phase II Contamination and Acid Sulphate Soil Investigation and Assessment (Draft) (December 2014)
INFO DOC – 0537	INFO DOC - 0537 MMD-317494-C-SK-SD-DD- M0L0_P1.pdf	M4 East Stage Ultimate Lanes Arrangement at Wattle Street/Parramatta Road (February 2015)
INFO DOC – 0538	INFO DOC - 0538 MMD-317494-C-SK-SD-DD- M0L1_P1 .pdf	M4 East Stage Interim Lanes Arrangement at Wattle Street/Parramatta Road (February 2015)
INFO DOC – 0539	INFO DOC - 0539 2031_AM_Hourly_Vol.pdf	M4 East Total AM Peak Hourly Vehicle Volumes 2031 (February 2015)
INFO DOC – 0540	INFO DOC - 0540 2031_PM_Hourly_Vol.pdf	M4 East Total PM Peak Hourly Vehicle Volumes 2031 (February 2015)
INFO DOC – 0541	INFO DOC - 0541 2031_Tot_Daily_Vol.pdf	M4 East Total Daily Vehicle Volumes 2031 (February 2015)
INFO DOC – 0542	INFO DOC - 0542 Updated Indicative Concept Network Intersection Movements.xls	M4 East Updated Indicative Concept Network Intersection Movements (February 2015)
INFO DOC – 0543	INFO DOC - 0543 M4 East Updated D&C Deed - Track Changed PDF and Native Files.zip	M4 East Updated D&C Deed – Track Changed PDF and Native Files (13 February 2015)
INFO DOC – 0544	INFO DOC - 0544 M4 East Updated Project Deed - Track Changed PDF and Native Files.zip	M4 East Updated Project Deed - Track Changed PDF and Native Files (13 February 2015)
INFO DOC – 0545	INFO DOC - 0545 2031_AM_Hourly_Vol.pdf	M4 East Total AM Peak Hourly Vehicle Volumes 2031 (replaces INFO DOC 0539 which was issued incorrectly) (February 2015)
INFO DOC – 0546	INFO DOC - 0546 WestConnex M4 East Addendum 15 Track Changed Files.zip	WestConnex M4 East Addendum 15 Track Changed Files (13 February 2015)
INFO DOC – 0547	INFO DOC - 0547 M4 East Maintenance of Local Roads Area 1-6.zip	WestConnex M4 East Maintenance of Local Roads during construction within Project Site Areas 1 -6 (February 2015)
INFO DOC – 0548	INFO DOC - 0548 WestConnex Skills and Employment Templates.zip	WestConnex Skills and Employment Templates (February 2015)
INFO DOC –	INFO DOC - 0549 WestConnex M4 East	WestConnex M4 East Addendum 16

Document No.	Electronic File Name of Information Documents	Description Information Document
0549	Addendum 16 Track Changed Files.zip	Track Changed Files (4 March 2015)
INFO DOC – 0550	INFO DOC - 0550 WestConnex M4 East Noise Logging Results March 2015.pdf	Results of M4 East Ambient Noise Logging (to be used for EIS assessment) (March 2015)
INFO DOC – 0551	INFO DOC - 0551 westconnex-m4-widening-project-deed.pdf	M4 Widening Project Deed (March 2015)
INFO DOC – 0552	INFO DOC - 0552 westconnex-m4-widening-project-deed-schedules.pdf	M4 Widening Project Deed Schedules (Toll Calculation in Schedule 41A) (March 2015)
INFO DOC – 0553	INFO DOC - 0553 WestConnex M4 East Addendum 17 and 18 Track Changed Files.zip	WestConnex M4 East Addendum 17 and 18 Track Changed Files (11 March 2015)
INFO DOC – 0554	INFO DOC - 0554 RFT Attachment F Information Documents Register v6 20150311.xlsx	M4 East RFT Attachment F Information Documents Register v6 (11 March 2015)
INFO DOC – 0555	INFO DOC – 0555 234048977_2_WestConnex M4 East DC Finance Side Deed (draft 5 February 2015).zip	WestConnex M4 D&C Finance Side Deed (Draft 5 February 2015)
INFO DOC – 0556	INFO DOC – 0556 – Concord Road Intersection Upgrades – LSJH.zip	Parramatta Road / Concord Road Interchange Option B – Version 3 (April 2015)
INFO DOC - 0557	Existing RMS Roads Info.zip	RMS road survey information for the Local Area Road Maintenance
INFO DOC – 0558	INFO DOC – 0558 – Managed Motorway Information.zip	Managed Motorway Information

SCHEDULE 58

Not Used

SCHEDULE 59

Excluded Site Condition

(Clause 1.1 definition of "Excluded Site Condition")

Structures

Structure	Crossing
Homebush Bay Bridge	Crossing M4 Western Motorway
Saleyard Creek Bridge	Crossing Saleyard Creek
Pomeroy Street Pedestrian Bridge	Crossing M4 Western Motorway
Underwood Road Drainage Culvert	Crossing M4 Western Motorway
Underwood Road Bridge	Crossing Underwood Road
M4 Western Motorway Viaduct	Crossing Bakehouse Quarter & Railway Line
Concord Road Bridge	Crossing M4 Western Motorway
Bland Street Pedestrian Bridge	Crossing Parramatta Road

Drainage

Station	Location	Connection
260	Homebush Bay Drive M4 Entry Ramp	Existing drainage network downstream of connection point
270	M4 Western Motorway	Existing drainage network downstream of connection point
300	Homebush Bay Drive M4 Entry Ramp	Existing drainage network downstream of connection point
325	M4 Western Motorway	Existing drainage network downstream of connection point
1415	Short Street	Existing drainage network downstream of connection point
1580	M4 Western Motorway	Existing cross drainage diverted and connected
2285	Sydney Street	Existing drainage network downstream of connection point
2395	Sydney Street	Existing drainage network downstream of connection point
2655	Alexandra Street	Existing drainage network downstream of connection point
6115	Parramatta Road	Existing drainage network downstream of two connection points
6300	Ash Lane	Existing drainage network downstream of connection point

7200	Loudon Avenue	Existing drainage network downstream of connection point
6300	Bland Street	Sydney Water trunk drainage downstream of connection point
6400	Parramatta Road	Existing drainage network downstream of connection point
6450	Chandos Street	Existing drainage network downstream of connection point
6700	Parramatta Road	Existing drainage network downstream of connection point

SCHEDULE 60
BASELINE CONDITIONS
(Clause 6)

SCHEDULE 61

MASTER ACCESS DEED

(Clause 23.3)

SCHEDULE 62

RETAINED RESPONSIBILITIES

(Clause 23.3)

SCHEDULE 63

RAIL CORRIDOR WORKS AND RAILCORP'S TECHNICAL CONDITIONS

(Clause 23.3)

(Clause 1.1 definition of *Rail Corridor Works* and *RailCorp's Technical Conditions*)

1. PRINCIPAL ITEMS OF INFRASTRUCTURE

The following principal items of infrastructure are included in the Rail Corridor Works:

- (a) bridge comprising an elevated viaduct structure, crossing the Western Rail Line and Carlingford Rail Line; and
- (b) bridge comprising an elevated viaduct structure, crossing the Northern Rail Line.

2. RAILCORP'S TECHNICAL CONDITIONS

The following documents and requirements comprise RailCorp's Technical Conditions as at the date of this deed:

- (a) All relevant RailCorp standards, manuals and other publications that are found at the following internet site: <http://engineering.railcorp.nsw.gov.au/>, including but not limited to the following:
 - (i) RailCorp Engineering Standard Track, ES 215 Transit Space, Version 4.9, April 2013;
 - (ii) RailCorp Engineering Standard Civil, ESC 300 Structures System, Version 2.3, February 2011;
 - (iii) RailCorp Engineering Standard Structures, ESC 310 Underbridges, Version 2.2, July 2010;
 - (iv) RailCorp Engineering Standard Structures, ESC 320 Overbridges and Footbridges, Version 2.2, July 2010;
 - (v) RailCorp Engineering Standard Right of Way, ESC 550 Access Roads, Version 1.1, December 2009;
 - (vi) RailCorp Engineering Standard Electrical, EP 12 30 00 01SP Electrolysis from Stray DC Current, Version 3.0, May 2010; and
 - (vii) RailCorp Engineering Manual Civil, TMC 001, Civil Technical Competencies and Engineering Authority, Version 4.5, April 2013; and
- (b) sufficient space for access roads that give continuous trackside access for road vehicles along and within the rail corridor for both maintenance and emergency services purposes must be provided outside of both sides of the track clearance envelope.

The documents identified in clauses 2(a)(i) to (vii), inclusive above are identified and listed in Appendix D.4 of the M4 East SWTC and Appendix K03 of the M4 West SPR and are Reference Documents within the meaning of the SPR.

SCHEDULE 64

NOT USED

SCHEDULE 65

Not Used

SCHEDULE 66

Side Deed Poll

(Clause 1.1 Definition of 'M4 East Contractor's Side Deed Poll')

Form of Contractor Deed Poll

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

By: **The Leighton Samsung John Holland Joint Venture** being an unincorporated joint venture comprising Leighton Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood, NSW 2067, Samsung C&T Corporation a duly organised company under the laws of the Republic of Korea (ABN 49 160 079 470) of Level 3, 145 Eagle Street, Brisbane, Queensland 4000 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road, Melbourne, Victoria 3004 (the **Contractor**);

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

WestConnex Delivery Authority (ABN 33 855 314 176) of Level 9, 101 Miller Street, North Sydney NSW 2060 (**WDA**)

WCX M4 Pty Limited (ACN 602 963 806) of Level 18, 101 Miller Street, North Sydney, NSW 2060 (the **Project Company**)

(together the **Beneficiaries**).

Recitals

- A RMS is responsible for the road network in Sydney.
- B WDA is a public subsidiary corporation constituted by Part 4A of the *Transport Administration (General) Regulation 2013* (NSW). WDA is authorised to exercise the functions of RMS under the *Roads Act 1993* (NSW) and the *Transport Administration Act 1988* (NSW) for the purposes of delivering the WestConnex Motorway Project.
- C The Project Company has entered into a deed (**D&C Deed**) with the Contractor to design and construct Stage 1B of WestConnex, comprising the extension of the M4 Motorway (the **Project Works**).
- D The Beneficiaries are relying on the Project Company to procure the Contractor to execute and complete the Project Works in accordance with the D&C Deed.
- E The Beneficiaries will suffer loss if the Project Company does not procure the Contractor to execute and complete the Project Works in accordance with the D&C Deed.
- F It is a condition of the D&C Deed that the Contractor executes this Deed Poll.

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

- 1 It will comply with its obligations under the D&C Deed, including with respect to achieving Opening Completion of the Project Works by the Date for Opening Completion and Completion of the Project Works by the Date for Completion. This Deed Poll gives the Beneficiaries rights against the Contractor as if they were parties to the D&C Deed. Apart from the creation of

such rights and the potential liability to a larger number of parties, the Contractor's obligations under this Deed Poll are no greater than, and do not vary in any circumstance, the Contractor's obligations under the D&C Deed.

2 Upon Opening Completion of the Project Works, the Project Works will satisfy the requirements of the D&C Deed.

3 The aggregate of the Contractor's liability to the Beneficiaries under this Deed Poll and the Contractor's liability to the Project Company under the D&C Deed:

(a) will not exceed the liability which the Contractor would have had under the D&C Deed if the D&C Deed had named, as Project Company, the Beneficiaries and the Project Company jointly and severally;

(b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the D&C Deed (including that, subject to clause 16.10(f) and 16.10(g) of the D&C Deed, and without limiting the Project Company's right to terminate the D&C Deed, liquidated damages will be the sole monetary remedy of any Beneficiary for the failure of the Contractor to achieve Opening Completion by the Date for Opening Completion and Completion by the Date for Completion).

4 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Contractor is to be construed as doing so only to the extent permitted by law.

5 Beneficiaries

(a) The Project Company may at any time give notice to the Contractor that another entity is to become an additional Beneficiary under this Deed Poll. The Project Company may give multiple notices under this clause. The Contractor agrees that:

(i) if the entity identified by the Project Company is:

(A) an entity with an ownership interest (whether legal or beneficial, direct or indirect) in the M4 East Motorway or in the Motorway (to the extent that that interest includes an interest in the M4 East Motorway);

(B) an entity to whom this Deed has or will be assigned or novated,

on and from the date of the Project Company's notice, that entity will be a Beneficiary under this Deed Poll; or

(ii) if the entity identified by the Project Company is not an entity described in clause 5(a)(i) of this Deed Poll, that entity will become a Beneficiary under this Deed Poll with the written consent of the Contractor (such consent not to be unreasonably withheld).

(b) If for any reason a Beneficiary is unable to enforce against the Contractor its promises under this Deed Poll, the Contractor agrees that the Project Company may do so on behalf of any and all Beneficiaries.

6 The Beneficiaries may assign by way of security or charge the benefits and rights accrued under this Deed Poll to any assignee or beneficiary of the D&C Deed, where the assignment is by way of security or charge is in accordance with the terms of the D&C Deed.

7 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.

- 8 The Contractor hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 9 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
- 10 To the extent that the Contractor has the same liability or obligation (**Common Obligation**) under both the D&C Deed and this Deed Poll (each a **Contract**), the Contractor's discharge of the Common Obligation under one Contract in favour of the Project Company or one or more Beneficiary (as relevant) shall (subject to clause 11) be deemed to be a discharge of the Common Obligation under both Contracts and the Project Company or other Beneficiaries (as relevant) shall not be entitled to make a Claim against the Contractor in respect of the discharged Common Obligation.
- 11 Where different Beneficiaries suffer different or additional loss or damage to one another, that is not a Common Obligation for the purposes of clause 10.
- 10 Where terms used in this Deed Poll are defined in the D&C Deed, those terms have the meaning given to them in the D&C Deed.

Executed as a Deed Poll.

Executed under Power of Attorney dated 28 May 2015 for **Leighton Contractors Pty Ltd** (ABN 98 000 893 667) (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name

Executed under Power of Attorney number 2015-3958 dated 26 May 2015 for **Samsung C&T Corporation** (ABN 49 160 079 470) by:

Attorney

Witness

Print Name

Print Name

Executed under Power of Attorney dated 29 May 2015 for **John Holland Pty Ltd** (ABN 11 004 282 268) (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

Attorney

Witness

Print Name

Print Name