

North West Rail Link Design and construction of tunnels and station civil works

TSC Project Deed Schedules

Transport for NSW
Principal

Thiess Pty Limited
ABN 87 010 221 486

John Holland Pty Limited
ABN 11 004 282 268

Dragados Australia Pty Limited
ABN 20 151 632 665

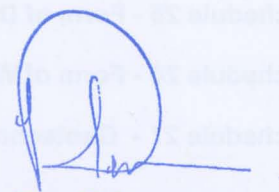
TSC Contractor

Clayton Utz
Lawyers
Level 15 1 Bligh Street, Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 9353 4000 F +8220 6700

www.claytonutz.com

Our reference 130/13647/80124868

Legal\305571798.16
CONFIDENTIAL



Terry Sleiman - TJHDJV



Transport for NSW
ABN 18 804 239 602

Contents

Schedule 1 - Design Payment Schedule3

Schedule 2 - Construction Payment Schedule8

Schedule 3 - Transitional Handover Services Payment Schedule72

Schedule 4 - TSC Contractor's Certificate73

Schedule 5 - Notice of Construction Completion.....74

Schedule 6 - Quality Manager's Certificate.....75

Schedule 7 - Independent Certifier's Certificate.....76

Schedule 8 - Subcontractor's Form of Design Certification77

Schedule 9 - TSC Contractor's Form of Design Certification78

Schedule 10 - Quality Manager's Certificate.....79

Schedule 11 - Independent Certifier's Certificate.....80

Schedule 12 - Approved Subcontractors81

Schedule 13 - Subcontract Terms82

Schedule 14 - Designer's Deed of Covenant83

Schedule 15 – Approvals.....84

Schedule 16 - Environmental Documents and Approval Conditions85

Schedule 17 - Unconditional Undertaking91

Schedule 18 - Parent Company Guarantee.....93

Schedule 19 - Environmental Manager's Certificate111

Schedule 20 - Property Owner's Certificate.....112

Schedule 21 - Quality Manager's Certificate.....113

Schedule 22 - Quality Manager's Certificate.....114

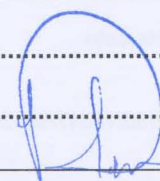
Schedule 23 - Independent Certifier's Certificate.....115

Schedule 24 - Independent Certifier's Certificate.....116

Schedule 25 - Form of Design Certification.....117

Schedule 26 - Form of Warranty118

Schedule 27 - Geotechnical Reports121


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
TWISS
Joint Venture
Transport for NSW
ABN 18 804 239 602

Schedule 28 - TSC Contractor's Personnel124

Schedule 29 - Statutory Declaration.....129

Schedule 30 - Quality Manager's Payment Claim Certificate135

Schedule 31 - Independent Certifier's Payment Claim Certificate.....136

Schedule 32 - Independent Certifier's Asset Management Information Certificate137

Schedule 33 – Requirements of Third Party Agreements138

Schedule 34 – Portions169

Schedule 35 – Performance and Compliance Incentive Payment Schedule176

Schedule 36 – DAB Agreement.....177

Schedule 37 - Transitional Handover Services194



Schedule 38 - Pre-Agreed Changes.....196

Schedule 39 - Not used.....205

Schedule 40 - Form of Interface Contractor Deed Poll206

Schedule 41 - Deed of Novation.....209

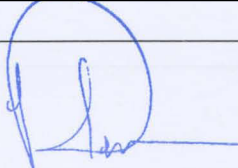

Schedule 42 - Subcontractors to provide warranties217


Terry Sleiman - TJHDJV
North West Rail Link TSC Works


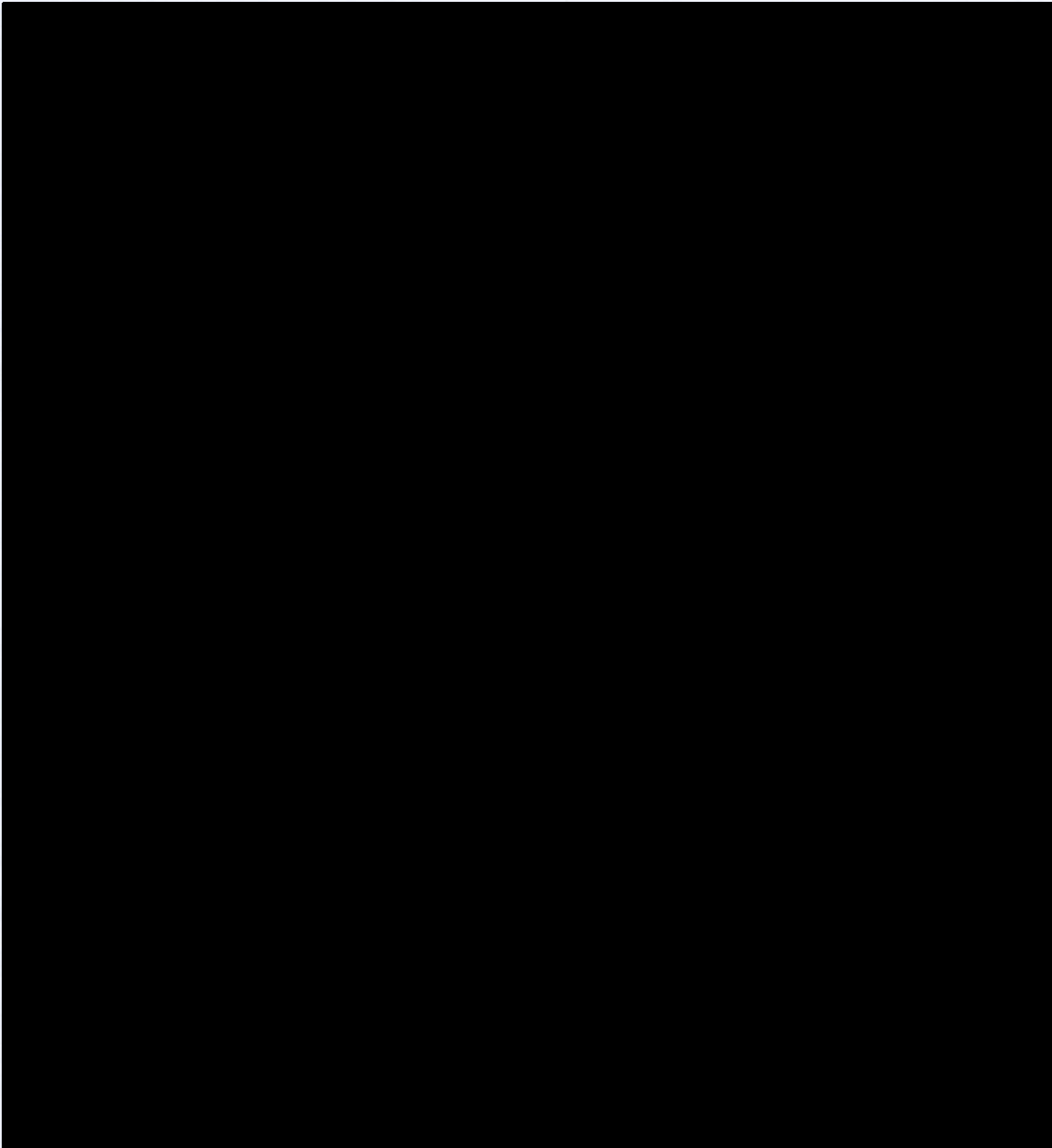
Schedule 1 - Design Payment Schedule


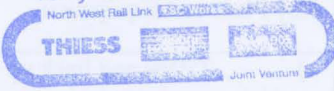
[Redacted]

[Redacted]


Terry Sleiman - TJHDJV
North West Rail Link TSC Works

Joint Venture

Schedule 2 - Construction Payment Schedule

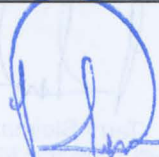



Terry Sleiman - TJHDJV
North West Rail Link
 Thiess
Juni Ventum

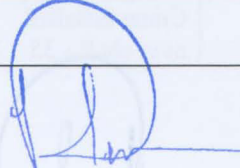

4. Schedule of prices for removal of Handover Works

For the purposes of valuing any Changes relating to the removal of Handover Works under clause 6.4(d)(i)(A)(1), the tables below set out the amounts payable to the TSC Contractor for the removal of items of Handover Works.

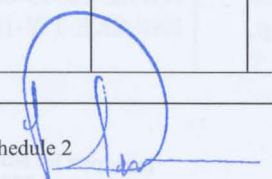

Schedule of Handover Works - Mechanical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-M001	Epping	N/A	Overhead Bridge Crane installed over shaft - 35 tonne, 15m span	NWRL-10303-60-ESF-SKE-TW-18001	
HO-M003	Epping	N/A	'Alimak' 10/20 man hoist	NWRL-10303-60-ESF-SKE-TW-18001	
HO-M002	Epping	N/A	Tunnel Water Treatment Plant - 12L/sec capacity	NWRL-10303-60-ESF-SKE-TW-18001	
HO-M004	Epping	25,071 – 25,369	Tunnel dewater pumps and dewater lines	NWRL-10303-60-ESF-SKE-TW-18001	
HO-M027	Cherrybrook	N/A	Tunnel Water Treatment Plant - 12L/sec capacity	NWRL-10303-60-CHE-SKE-TW-17002	
HO-M005	Cherrybrook		Tunnel dewater pumps and dewater lines (Cherrybrook-Epping)	NWRL-10303-60-CHE-SKE-TW-17002	
HO-M006	Cherrybrook	N/A	Header tank for fire water main - 500m ³	NWRL-10303-60-CHE-SKE-TW-17002	
HO-M007	Castle Hill	N/A	Dewater pumps and dewater lines	NWRL-10303-60-CSH-SKE-TW-17001	
HO-M048	Castle Hill	N/A	Tunnel Water Treatment Plant - 3L/sec capacity	NWRL-10303-60-CSH-SKE-TW-17001	
HO-M008	Showground	N/A	Overhead Bridge Crane installed over shaft - 35	NWRL-10303-60-SHW-SKE-TW-	


Terry Sleiman - TJHDJV
North West Rail Link

Schedule of Handover Works - Mechanical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			tonne, 16m span	17001	
HO-M009	Showground	N/A	Overhead Bridge Crane installed over shaft - 20 tonne, 16m span	NWRL-10303-60-SHW-SKE-TW-17001	
HO-M010	Showground	N/A	'Alimak' 10/20 man hoist	NWRL-10303-60-SHW-SKE-TW-17001	
HO-M011	Showground	N/A	Header tank for fire water main - 500m3	NWRL-10303-60-SHW-SKE-TW-17001	
HO-M062	Showground	N/A	Tunnel Water Treatment Plant - 15L/sec capacity	NWRL-10303-60-SHW-SKE-TW-17001	
HO-M012	Showground	31,303 – 35,628	Tunnel dewater pumps and dewater lines (Showground-Cherrybrook)	NWRL-10303-60-SHW-SKE-TW-17001	
HO-M081	Norwest	N/A	Tunnel Water Treatment Plant - 7.5L/sec capacity	NWRL-10303-60-NRW-SKE-TW-17001	
HO-M013	Norwest	N/A	Dewater pumps and dewater lines	NWRL-10303-60-NRW-SKE-TW-17001	
HO-M090	Bella Vista	N/A	Tunnel Water Treatment Plant - 12L/sec capacity	NWRL-10303-60-BLV-SKE-TW-17001	
HO-M014	Bella Vista	N/A	Precast yard Water Treatment Plant - 7.5L/sec capacity	NWRL-10303-60-BLV-SKE-TW-17001	
HO-M015	Bella Vista	35,824 – 40,262	Tunnel dewater pumps and dewater lines (Bella Vista-Showground)	NWRL-10303-60-BLV-SKE-TW-17001	

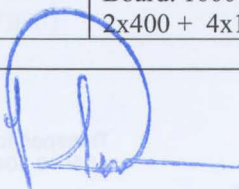

Terry Sleiman - TJHDJV
North West Rail Link TSC Works


Schedule of Handover Works - Mechanical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-M016	Bella Vista	N/A	Overhead bridge crane installed in precast facility - 15tonne, 20m span	NWRL-10303-60-BLV-SKE-TW-17001	
HO-M017	Bella Vista	N/A	Overhead bridge crane installed in precast facility - 15tonne, 20m span	NWRL-10303-60-BLV-SKE-TW-17001	
HO-M018	Bella Vista	N/A	Overhead bridge crane installed in precast facility - 15tonne, 20m span	NWRL-10303-60-BLV-SKE-TW-17001	
HO-M019	Bella Vista	N/A	Header tank for fire water main - 500m3	NWRL-10303-60-BLV-SKE-TW-17001	
HO-M020	Tunnel	25,071 – 40,262	Fire main pipework	Not applicable	
HO-M021	Cherrybrook	N/A	Fire main pumps	NWRL-10303-60-CHE-SKE-TW-17002	
HO-M022	Showground	N/A	Fire main pumps	NWRL-10303-60-SHW-SKE-TW-17001	
HO-M023	Project wide	N/A	Wheel washes (7 across sites)	NWRL-10303-60-ESF-SKE-TW-18001 NWRL-10303-60-CHE-SKE-TW-17002 NWRL-10303-60-CSH-SKE-TW-17001 NWRL-10303-60-SHW-SKE-TW-17001 NWRL-10303-60-NRW-SKE-TW-	

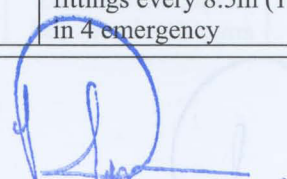


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
 Joint Venture

Schedule of Handover Works - Mechanical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
				17001 NWRL-10303-60-BLV-SKE-TW-17002 NWRL-10303-60-BLV-SKE-TW-17002	


Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-E001	Epping	N/A	Containerised Isolation Transformer 3 MVA, NER and Main Site Circuit Breaker 11 kV & Circuit breaker for transformer outlet	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E002	Epping	N/A	11kV Circuit Breakers fitted with OLSC and EL protection.	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E003	Epping	N/A	11kV/415V 12 outlet (glanded inlet and outlet) Containerised Surface Substation: 1500kVA (8x400, 4x250 amps)	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E004	Epping	N/A	415V Distribution Board. 1000 amp, 2x400 + 4x160 +	NWRL-10303-60-ESF-SKE-TW-18001	


Terry Sleiman - TJHDJV
Transport for NSW
ABN 18 804 239 602

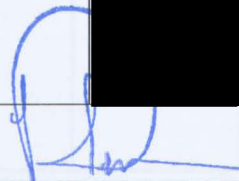

Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			2x63 fitted with 48 pole 250 amp sub board. All circuit breakers fitted with E/L		
HO-E005	Epping	N/A	Site and shaft lighting	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E005a	Epping	N/A	Back-up generator - 100 kVA	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E006	Tunnel	25,330 - 25,369	415V supply to power ventilation fans, the vent fans and the vent ducts - 1 x Upline and 1 x Downline Bella Vista	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E007	Tunnel	25,394 - 25,450	415V supply to power ventilation fans, the vent fans and the vent ducts - 1 x Upline and 1 x Downline Showground	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E008	Tunnel	25,071 - 25,369	Tunnel lighting and distribution boards - 1 x twin 15W LED in weatherproof fittings every 8.5m (1 in 4 emergency lights). 1 x twin 15W LED per cross passage. 1 distribution board every 240m. Fed by 415V supply in upline and downline.	NWRL-10303-60-ESF-SKE-TW-18001	
HO-E010	Tunnel	25,071 - 31,078	Tunnel lighting and distribution boards - 1 x twin 15W LED in weatherproof fittings every 8.5m (1 in 4 emergency	NWRL-10303-60-CHE-SKE-TW-17002	


 Terry Sleiman - TJHDJV


Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			lights). 1 x twin 15W LED per cross passage. 1 distribution board every 240m. Fed by 415V supply in upline and downline.		
HO-E012	Tunnel	31,020 - 31,078	415V supply to power ventilation fans, the vent fans and the vent ducts - 1 x Upline and 1 x Downline Showground	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E013	Cherrybrook	N/A	Main Site Circuit Breaker & 11 kV Circuit Breaker. 630 amps 1 buy	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E014	Cherrybrook	N/A	Isolation Transformers: 2 MVA, NER	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E015	Cherrybrook	N/A	11kV / 415V 10 outlet (glanded inlet and outlet) Containerised Surface Substation: 1500 kVA (2x630, 2x400, 2x250, 2x160, 2x63amps)	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E016	Cherrybrook	N/A	11kV / 415V 500 kVA Sub Tunnel station fitted with 11kV incoming and through bolted couplers. Glanded volt outgoing 2x400, 2x160, 2x63 amps.	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E017	Cherrybrook	N/A	415V / 2000 amp Distribution Board. 2x400, 4x160, 2x63 amps fitted with 250	NWRL-10303-60-CHE-SKE-TW-17002	

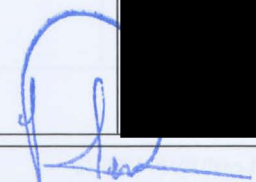


Terry Sleiman - TJHDJV
North West Rail Link

Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			amp 48 pole sub board. All circuit breakers to be fitted with E/L, shunt trip coils, electronic OL and external handles.		
HO-E018	Cherrybrook	N/A	150kVAR Power factor correction unit	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E019	Cherrybrook	N/A	Site and shaft lighting	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E020	Cherrybrook	N/A	Spoil shed and workshop lighting	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E020a	Cherrybrook	N/A	Back-up generator - 500 kVA	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E021	Tunnel	31,303 - 31,350	415V supply to power ventilation fans, the vent fans and the vent ducts - 1 x Upline and 1 x Downline Cherrybrook	NWRL-10303-60-CHE-SKE-TW-17002	
HO-E022	Tunnel	31,303 - 35,554	Tunnel lighting and distribution boards - 1 x twin 15W LED in weatherproof fittings every 8.5m (1 in 4 emergency lights). 1 x twin 15W LED per cross passage. 1 distribution board every 240m. Fed by 415V supply in upline and downline.	NWRL-10303-60-CHE-SKE-TW-17002	


Terry Sleiman - TJHDJV
North West Rail Link




Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-E024	Castle Hill	N/A	Containerised Isolation Transformer 2 MVA, NER, Main Site Circuit Breaker & Circuit Breaker for transformer outlet.	NWRL-10303-60-CSH-SKE-TW-17001	
HO-E025	Castle Hill	N/A	11kV Circuit Breakers fitted with OLSC and EL protection.	NWRL-10303-60-CSH-SKE-TW-17001	
HO-E026	Castle Hill	N/A	11kV / 415V 10 outlet (Glanded inlet and outlet) containerised surface Substation 2000kVA (2x400, 4x250, 2x160, 2x63amps)	NWRL-10303-60-CSH-SKE-TW-17001	
HO-E027	Castle Hill	N/A	415 volt Distribution Board 2000 amp 2x400, 4x160, 2x63 fitted with 48 pole 250 amp sub board. All Circuit Breakers fitted with E/L	NWRL-10303-60-CSH-SKE-TW-17001	
HO-E028	Castle Hill	N/A	Site and shaft lighting	NWRL-10303-60-CSH-SKE-TW-17001	
HO-E028a	Castle Hill	N/A	Back-up generator - 100 kVA	NWRL-10303-60-CSH-SKE-TW-17001	
HO-E029	Tunnel	33,750 - 35,628	Tunnel lighting and distribution boards - 1 x twin 15W LED in weatherproof fittings every 8.5m (1 in 4 emergency lights). 1 x twin 15W LED per cross passage. 1 distribution board	NWRL-10303-60-SHW-SKE-TW-17001	

55


 Terry Sleiman - TJHDJV
Transport for NSW


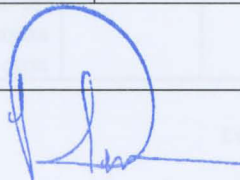

Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			every 240m. Fed by 415V supply in upline and downline.		
HO-E031	Tunnel	35,585 - 35,628	415V supply to power ventilation fans, the vent fans and the vent ducts - 1 x Upline and 1 x Downline Cherrybrook	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E032	Showground	N/A	Main Site Circuit Breaker 11 kV Circuit Breakers	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E033	Showground	N/A	Isolation Transformers 2 MVA, NER	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E034	Showground	N/A	11kV / 415V 10 outlet (glanded inlet and outlet) Containerised Surface Substation 2000kVA (2x630, 2x400, 2x250, 2x160, 2x63amps)	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E035	Showground	N/A	11kV / 415V 500 kVA Sub Tunnel station fitted with 11kV incoming and through Bolted couplers. Glanded 415 volt outgoing 2x400, 2x160, 2x63 amps	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E036	Showground	N/A	2x 415V / 2000 amp distribution boards. 4x400, 4x160, 2x63 amps fitted with 250 amp 48 pole sub board. All circuit breakers to be fitted	NWRL-10303-60-SHW-SKE-TW-17001	

Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			with EL, Shunt trip coils, Electronic OL and external handles		
HO-E037	Showground	N/A	150kVAR Power factor correction unit	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E037a	Showground	N/A	Back-up generator - 500 kVA	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E039	Showground	N/A	Site and shaft lighting	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E040	Tunnel	35,824 - 35,870	415V supply to power ventilation fans, the vent fans and the vent ducts - 1 x Upline and 1 x Downline Epping	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E041	Tunnel	35,824 - 38,043	Tunnel lighting and distribution boards - 1 x twin 15W LED in weatherproof fittings every 8.5m (1 in 4 emergency lights). 1 x twin 15W LED per cross passage. 1 distribution board every 240m. Fed by 415V supply in upline and downline.	NWRL-10303-60-SHW-SKE-TW-17001	
HO-E042	Norwest	N/A	Site and shaft lighting	NWRL-10303-60-NRW-SKE-TW-17001	
HO-E043	Tunnel	38,043 - 40,262	Tunnel lighting and distribution boards - 1 x twin 15W LED in weatherproof fittings every 8.5m (1 in 4 emergency	NWRL-10303-60-BLV-SKE-TW-17001	

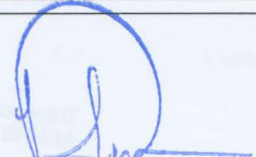

Terry Sleiman - TJHDJV
 North West Rail Link


Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			lights). 1 x twin 15W LED per cross passage. 1 distribution board every 240m. Fed by 415V supply in upline and downline.		
HO-E045	Tunnel	40,220 - 40,262	415V supply to power ventilation fans, the vent fans and the vent ducts - 1 x Upline and 1 x Downline	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E046	Bella Vista	N/A	Main Site Circuit Breaker & 11 kV Circuit breaker for transformer outlet	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E047	Bella Vista	N/A	Isolation Transformers 2 MVA, NER	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E048	Bella Vista	N/A	11kV / 415V 10 outlet (Glanded inlet and outlet) Containerised Surface Substation 2500kVA (2x630, 2x400, 2x250, 2x160, 2x63amps)	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E049	Bella Vista	N/A	11 kV / 415V 500 kVA Sub Tunnel station fitted with 11kV incoming and through Bolted couplers. Glanded volt outgoing 2x400, 2x160, 2x63 amps	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E050	Bella Vista	N/A	2 x 415V / 2000 amp Distribution Boards. 4x400, 4x160, 2x63 amps fitted with 250 amp 48 pole sub	NWRL-10303-60-BLV-SKE-TW-17001	

Schedule of Handover Works - Electrical Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			board. All circuit breakers to be fitted with EL, shunt trip coils, electronic OL and external handles.		
HO-E051	Bella Vista	N/A	150kVAR Power factor correction unit	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E052	Bella Vista	N/A	Site and shaft lighting	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E053	Bella Vista	N/A	Precast shed lighting	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E053a	Bella Vista	N/A	Back-up generator - 100 kVA	NWRL-10303-60-BLV-SKE-TW-17001	
HO-E054	Project Wide	N/A	Radio system - head end, cable, amplifier, power supply and splitter.(Radios not included)	Not applicable	
HO-E055	Project Wide	N/A	Tunnel Access tagging and Telephone System (Phones and tags not included)	Not applicable	
HO-E056	Project Wide	N/A	Gas monitoring system	Not applicable	
HO-E057	Project Wide	N/A	Temperature and airflow monitoring	Not applicable	
HO-E058	Project Wide	N/A	Site and office security access pass system (Passes not included)	Not applicable	


 Terry Sleiman - TJHDJV
Northern West Rail Link TSC Works

Joint Venture

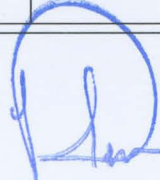
Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C001	Epping	N/A	Site Sedimentation Basin - volume 440m3	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C002	Epping	N/A	Site stormwater runoff measures - pipes, pits, swales, etc	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C003	Epping	N/A	Tunnel Water Sedimentation Basin - volume 350m3	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C004	Epping	N/A	Retaining wall adjacent to Beecroft Road site access road - approx. 115 lin.m	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C005	Epping	N/A	Retaining walls adjacent to Beecroft Road site exit road - approx 50 lin.m	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C007	Epping	N/A	Noisewall - 394 lin.m, 3m high plywood facing	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C008	Epping	N/A	Noisewall - 25 lin.m, 5.5m high plywood facing	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C009	Epping	N/A	Noisewall - 24 lin.m, 5.5m high autoclaved aerated concrete panels	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C011	Epping	N/A	Site roads - 1,594m2 concrete road pavement	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C012	Epping	N/A	Site roads - 250m2 asphalt road pavement	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C013	Epping	N/A	Crane slab to east of shaft -145m2 reinforced concrete slabs and footings.	NWRL-10303-60-ESF-SKE-TW-18001	


 Terry Sleiman - TJHDJV
 North West Rail Link

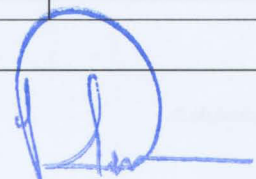

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C013a	Epping	N/A	Water Treatment Plant slab and footings - 200m2 reinforced concrete slabs and footings.	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C014	Epping	N/A	Surface spoil bin slab - 270m2 reinforced concrete slab and footings	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C018	Epping	N/A	Stair access to shaft bottom - scaffold staircase	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C019	Epping	N/A	Safety fencing around shaft perimeter - approx 130 lin.m.	NWRL-10303-60-ESF-SKE-TW-18001	
HO-C019a	Cheltenham	N/A	Site Sedimentation Basin - volume 315m3	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C019b	Cheltenham	N/A	Site stormwater runoff measures - pipes, pits, swales, etc	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C020	Cheltenham	N/A	Site Water Tank - 10,000L	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C021	Cheltenham	N/A	3m high hoarding around site (excluding north and east shaft boundaries) - approx 535 lin.m, 3m high plywood facing	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C022	Cheltenham	N/A	4m high noisewall around shaft perimeter - approx 85 lin.m, 4m high plywood facing	NWRL-10303-60-CSF-SKE-TW-18001	

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C023	Cheltenham	N/A	Site access roads - 2194m2 sprayseal pavement	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C023a	Cheltenham	N/A	Truck turning circle - 652m2 concrete pavement	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C023b	Cheltenham	N/A	Retaining Wall & Crane slab adjacent to shaft -154m2 reinforced concrete slab and footings.	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C025	Cheltenham	N/A	Spoil stockpile area adjacent to shaft - 969m2 concrete slab.	NWRL-10303-60-CSF-SKE-TW-18001	
HO-C026	Cherrybrook	N/A	Site Sedimentation Basin - volume 1,260m3	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C027	Cherrybrook	N/A	Site stormwater runoff measures - pipes, pits, swales, etc	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C028	Cherrybrook	N/A	Tunnel Water Sedimentation Basin - 2 basins, 250m3 each	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C030	Cherrybrook	N/A	3m high Noisewall along site boundaries adjacent to Castle Hill Road and Franklin Road - 570 lin.m	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C031	Cherrybrook	N/A	6m high Noisewall along site exit road adjacent to Franklin Road and boundary adjacent to Robert Road boundary - 165 lin.m	NWRL-10303-60-CHE-SKE-TW-17002	

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C032	Cherrybrook	N/A	7m high Noisewall adjacent to site exit road - 303 lin.m	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C033	Cherrybrook	N/A	Barriers around acoustic shed and tunnel water sed basins - 405 lin.m	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C034	Cherrybrook	N/A	Barriers around site road and adjacent to shaft - 440 lin.m	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C035	Cherrybrook	N/A	Chainlink fence around site sed basin - 172 lin.m	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C036	Cherrybrook	N/A	Acoustic Spoil Shed - 1,800m2 steel clad portal frame building including all internal structure (spoil bin walls, etc) and foundations (slabs, footings, etc).	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C039	Cherrybrook	N/A	Car parking area adjacent to site office building and associated access roads - approx 5,680m2 asphalt pavement (approx 90 car spaces)	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C040	Cherrybrook	N/A	Site access road - 6,110m2 concrete pavement	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C040a	Cherrybrook	N/A	Water Treatment Plant slab and footings - 100m2 reinforced concrete slabs and footings.	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C041	Cherrybrook	N/A	Spoil Bin (day) concrete slab - approx 2,400m2	NWRL-10303-60-CHE-SKE-TW-17002	


Terry Steiman - T.JHDJV
North West Rail Link
NSW

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			concrete slab		
HO-C042	Cherrybrook	N/A	Precast Laydown Area adjacent to acoustic precast storage shed - approx 6,775m2 DGB hardstand and 1,000m2 concrete pavement	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C043	Cherrybrook	N/A	Gravel areas adjacent to spoil bins and workshop areas - 2,200m2 gravel	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C044	Cherrybrook	N/A	Crane slab, footings and retaining wall adjacent to eastern end of shaft - 60 lin.m wall; 540m2 concrete slab.	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C045	Cherrybrook	N/A	Stair access to shaft bottom	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C046	Cherrybrook	N/A	Safety fencing around shaft perimeter and sedimentation basins - approx 320 lin.m.	NWRL-10303-60-CHE-SKE-TW-17002	
HO-C047	Castle Hill	N/A	Site Sedimentation Basins - 2 basins, 460m3 each	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C048	Castle Hill	N/A	Site stormwater runoff measures - pipes, pits, swales, etc	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C049	Castle Hill	N/A	4m high Noisewall along south east portion of site boundary - 152 lin.m	NWRL-10303-60-CSH-SKE-TW-17001	


Terry Steiman - TJHDJV
 North West Rail Line


Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C050	Castle Hill	N/A	3m high hoarding along remaining site boundaries - 588 lin.m	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C053	Castle Hill	N/A	Light vehicle access road at eastern end of site - 307m2 sprayseal DGB	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C054	Castle Hill	N/A	Car parking area at eastern end of site (approx 30 car spaces) and laydown area to north of site access road - 3,516m2 sprayseal DGB	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C055	Castle Hill	N/A	Site access road - 4,713m2 thick concrete pavement	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C055a	Castle Hill	N/A	Water Treatment Plant slab and footings - 100m2 reinforced concrete slabs and footings.	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C056	Castle Hill	N/A	Concrete hardstand areas around shaft - 3,347m2 concrete pavement	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C057	Castle Hill	N/A	Concrete workshop slab - approx 150m2 concrete slab	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C058	Castle Hill	N/A	Crane slab adjacent to shaft - approx 200m2 reinforced concrete slab.	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C059	Castle Hill	N/A	Stair access to shaft bottom	NWRL-10303-60-CSH-SKE-TW-17001	

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C060	Castle Hill	N/A	Concrete tremmie/drop pipe	NWRL-10303-60-CSH-SKE-TW-17001	
HO-C061	Showground	N/A	Site Sedimentation Basin - volume 1,200m3	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C062	Showground	N/A	Site stormwater runoff measures - pipes, pits, swales, etc	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C063	Showground	N/A	Tunnel Water Sedimentation Basins - 2 basins, 400m3 each	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C065	Showground	N/A	6m high Noisewall along southern site boundary - 382 lin.m	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C066	Showground	N/A	3m high Noisewall around remainder of site boundary - 600 lin.m	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C068	Showground	N/A	Acoustic Spoil Shed - 2,400m2 steel clad portal frame building on concrete foundations including all internal structure, spoil bin walls, slabs, footings, etc.	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C069	Showground	N/A	Acoustic Precast Segment Storage and Shaft Gantry Crane Shed - 2,800m2 steel clad portal frame building on concrete footings including all internal structure, slabs and footings.	NWRL-10303-60-SHW-SKE-TW-17001	





Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C073	Showground	N/A	Crane Pad at north east corner of shaft - approx 200m2 reinforced concrete slab	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C073a	Showground	N/A	Water Treatment Plant slab and footings - 100m2 reinforced concrete slabs and footings.	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C074	Showground	N/A	Spoil Bins concrete slabs - approx 2,100m2 concrete slab	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C075	Showground	N/A	Precast storage concrete slab - approx 1,400m2 concrete slab	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C077	Showground	N/A	New hardstand laydown areas - approx 2,560m2 DGB hardstand and 1,500m2 concrete pavement	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C078	Showground	N/A	Stair access to shaft bottom	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C079	Showground	N/A	Safety fencing around shaft perimeter and sed basins - approx 670 lin.m New Jersey barrier with anti-gawk screen	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C080	Norwest	N/A	Site Sedimentation Basin - volume 300m3	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C081	Norwest	N/A	Site stormwater runoff measures - pipes, pits, swales,	NWRL-10303-60-SHW-SKE-TW-17001	

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			etc		
HO-C082	Norwest	N/A	3m high Noisewall along boundary - approx 625 lin.m	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C084	Norwest	N/A	Site access road - concrete pavement (approx 545m2) tying into pre-existing concrete slabs	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C085	Norwest	N/A	Water Treatment Plant slab and footings - 100m2 reinforced concrete slabs and footings.	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C086	Norwest	N/A	Stair access to shaft bottom	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C087	Norwest	N/A	Safety barrier around shaft perimeter and sed basin - approx 450m lin.m	NWRL-10303-60-SHW-SKE-TW-17001	
HO-C088	Bella Vista	N/A	Site sedimentation Basin - volume 945m3	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C089	Bella Vista	N/A	Site sedimentation Basin (north-east corner of site) - volume 2,000m3	NWRL-10303-60-BLV-SKE-TW-17002	
HO-C090	Bella Vista	N/A	Site stormwater runoff measures - pipes, pits, swales, etc	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C091	Bella Vista	N/A	Tunnel Water Sedimentation Basins - 2 basins, 250m3each	NWRL-10303-60-BLV-SKE-TW-17001	

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C093	Bella Vista	N/A	6m high Noisewall along south-eastern site boundary - approx 175 lin.m	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C094	Bella Vista	N/A	3m high Noisewall around remainder of site boundary - approx 1680 lin.m	NWRL-10303-60-BLV-SKE-TW-17001 NWRL-10303-60-BLV-SKE-TW-17002	
HO-C096	Bella Vista	N/A	Acoustic Spoil Shed - 1,800m2 steel portal frame building on concrete footings including all internal structure, floor slabs, spoil bin walls, etc.	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C097	Bella Vista	N/A	Acoustic Precast Segment Storage Shed - 1,500m2 steel portal frame building on concrete footings including all internal structure.	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C097a	Bella Vista	N/A	Acoustic enclosure at decline - 30m x 12m steel frame with acoustic covering.	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C097b	Bella Vista	N/A	Precast facility sheds - approx 7,200m2 acoustic steel portal frame building including all internal structure and fitout.	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C099	Bella Vista	N/A	Uncovered spoil bins - 2,275m2 concrete slabs	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C100	Bella Vista	N/A	Laydown areas at cribsheds - 8818m2 DGB hardstand & workshop slab -	NWRL-10303-60-BLV-SKE-TW-17001	

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
			792m2		
HO-C101	Bella Vista	N/A	Precast laydown areas - 2,400m2 concrete slab	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C102	Bella Vista	N/A	Precast storage areas - 48,064m2 total area, DGB hardstand	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C103	Bella Vista	N/A	Precast facility and batch plant foundations and slabs - 9,240m2 total area, reinforced concrete slabs and footings	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C104	Bella Vista	N/A	Crane Pad at southern end of shaft - 540m2 reinforced concrete slab and footings	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C105	Bella Vista	N/A	Access ramp into station box cut - decline box cut and ramp approx 80m long.	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C106	Bella Vista	N/A	Site roads - 7,350m2 concrete pavement	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C107	Bella Vista	N/A	Site roads - 8,475m2 sprayseal pavement	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C108	Bella Vista	N/A	Site roads - approx 3,040m2 gravel roads	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C109	Bella Vista	N/A	Safety fencing around shaft perimeter (west side) - 307 lin.m New Jersey barrier with anti-gawk screen	NWRL-10303-60-BLV-SKE-TW-17001	

Schedule of Handover Works - Civil Items					
Handover Works Item ID	Site / Location	Chainage	Description of Handover Works Item	Drawing	Removal Cost
HO-C110	Bella Vista	N/A	Safety fencing around shaft perimeter (east side) - 315 lin.m New Jersey barrier with solid screen	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C111	Bella Vista	N/A	Chainlink fence between precast yard and tunnelling area of worksite - approx 410 lin.m chainlink fence	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C113	Bella Vista	N/A	Stair access to shaft bottom	NWRL-10303-60-BLV-SKE-TW-17001	
HO-C114	Bella Vista	N/A	Connecting site road between Balmoral Road and Memorial Ave - approx 5,400m2 spray seal road (approx 600m x 9m wide)	NWRL-10303-60-BLV-SKE-TW-17002	
HO-C115	Bella Vista	N/A	Chainlink fence alongside either side of connecting site road between Balmoral Road and Memorial Ave - approx 1,200 lin.m chainlink fence	NWRL-10303-60-BLV-SKE-TW-17002	


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
  
Joint Venture

Transport for NSW
 ABN 18 804 239 602

Schedule 3 - Transitional Handover Services Payment Schedule

[Redacted Table Content]


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIASS
Joint Venture

Transport for NSW
ABN 18 804 239 602

Schedule 4 - TSC Contractor's Certificate

Construction Completion - North West Rail Link - Tunnels and station civil works ("Project")

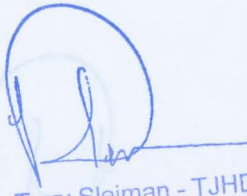
Clauses 1.1 and 11.11(d)

To: [The Principal's Representative / The Independent Certifier]

From: [] (ABN []) ("TSC Contractor")

In accordance with the terms of clauses 1.1 and 11.11(d) of the deed between the Principal and the TSC Contractor dated [], we hereby certify that Construction Completion of Portion [] has been achieved by the TSC Contractor on [] in accordance with the terms and conditions of the deed between the Principal and the TSC Contractor dated [] with respect to the Project.

.....
Signed for and on behalf of
[insert name of the TSC Contractor]



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIESS | DRAGADOS
Joint Venture

Transport for NSW
ABN 18 804 239 602

Schedule 6 - Quality Manager's Certificate

Construction Completion - North West Rail Link - Tunnels and station civil works ("Project")

Clauses 1.1 and 4.3(c)(iii)


To: The Principal's Representative

From: Quality Manager

In accordance with the terms of clauses 1.1 and 4.3(c)(iii) of the deed between the Principal and [] (ABN []) and ("TSC Contractor") dated [] with respect to the Project, I hereby certify in relation to Portion [] that:

- (a) the TSC Contractor has complied with and satisfied the requirements of Principal's General Specification Q6;
- (b) the TSC Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 5.2 of the deed, subject to minor Defects as referred to in paragraph (a) of the definition of "Construction Completion";
- (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 the Principal's Representative in accordance with the deed.

.....
Signed by
[Quality Manager]



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
TNISS
Joint Venture

Transport for NSW
ABN 18 804 239 602

Schedule 7 - Independent Certifier's Certificate

Completion of Local Area Works - North West Rail Link - Tunnels and station civil works ("Project")

Clause 8.6(e)

To: The Principal's Representative / The TSC Contractor

From: *[insert name of Independent Certifier]* (ABN []))

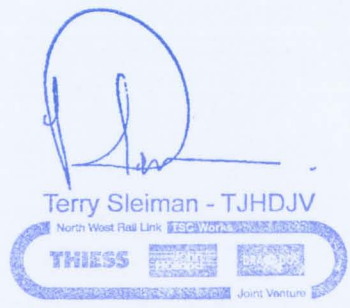
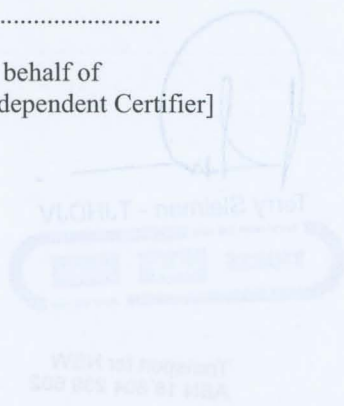
In accordance with the terms of clause 8.6(e) of the deed between the Principal and [] (ABN []) ("TSC Contractor") dated [] with respect to the Project, we hereby certify in relation to the Local Area Works described in the Schedule that:

- (a) the TSC Contractor has complied with and satisfied the requirements of Principal's General Specification Q6;
- (b) the TSC Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 5.2 of the deed, subject to minor Defects as referred to in paragraph (a) of the definition of "Construction Completion";
- (c) the release of all Hold Points has been undertaken in accordance with the deed;
- (d) all documentation has been recorded and submitted to the Principal's Representative in accordance with the deed; and
- (e) the construction complies with the requirements of the deed, including the SWTC, subject to minor Defects as referred to in paragraph (a) of the definition of "Construction Completion".

Schedule

[Insert description of Local Area Works]

.....
Signed for and on behalf of
[insert name of Independent Certifier]



Transport for NSW
ABN 18 804 239 602

Schedule 8 - Subcontractor's Form of Design Certification

North West Rail Link - Tunnels and station civil works ("Project")

Clauses 5.2(f) and 5.2(h)(i)

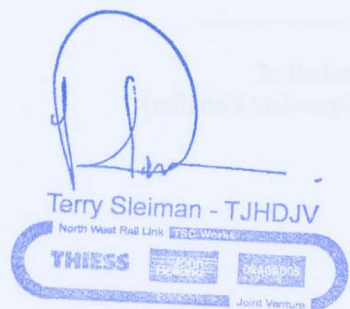
To: The Principal's Representative

From *[Insert name of Subcontractor]* (ABN [])

In accordance with the terms of clauses 5.2(f) and 5.2(h)(i) of the deed between the Principal and [] (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, we hereby certify that:

- (a) the attached Design Documentation:
 - (i) complies with all the requirements of the deed, including the SWTC, in particular, the durability requirements in section 4.6 of the SWTC and the design life requirements of section 5.2 of the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work; and
 - (ii) is documented to enable construction in compliance with the deed; and
- (b) the Subcontractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Design Documentation.

.....
Signed for and on behalf of
[Insert name of Subcontractor]



Transport for NSW
ABN 18 804 239 602

Schedule 9 - TSC Contractor's Form of Design Certification

North West Rail Link - Tunnels and station civil works ("Project")

Clauses 5.2(f) and 5.2(h)(ii)

To: The Principal's Representative

From: [] (ABN []) ("TSC Contractor")

In accordance with the terms of clauses 5.2(f) and 5.2(h)(ii) of the deed between the Principal and the TSC Contractor dated [] with respect to the Project, we hereby certify that:

- (a) the attached Design Documentation:
 - (i) complies with all the requirements of the deed, including the SWTC;
 - (ii) is documented to enable construction in compliance with the deed; and
 - (iii) does not involve or constitute any Change which has not been the subject of a Change Order under clause 6.2(a), a notice under clause 6.3(a), or a notice under clause 6.6(d); and
- (b) the TSC Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Design Documentation.

.....
Signed for and on behalf of
[insert name of the TSC Contractor]



Schedule 10 - Quality Manager's Certificate

Last Defects Correction Period

North West Rail Link - Tunnels and station civil works ("Project")

Clause 4.3(c)(iv)

To: The Principal's Representative

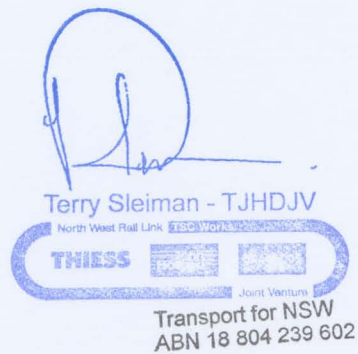
From: [Quality Manager]

In accordance with the terms of clause 4.3(c)(iv) of the deed between the Principal and [] (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, I hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the TSC Contractor has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the deed.

.....

Signed by
[Quality Manager]



Schedule 11 - Independent Certifier's Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 4.3(d)(iii)

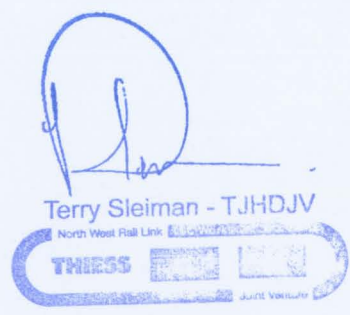
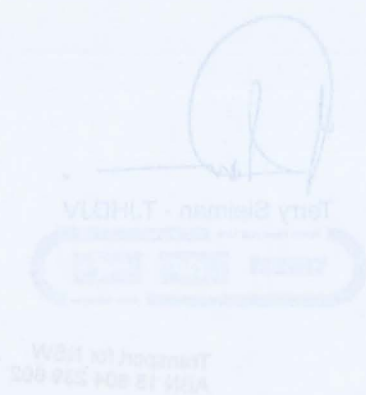
To: The Principal's Representative

From: [insert name of Independent Certifier] (ABN [])

In accordance with the terms of clause 4.3(d)(iii) of the deed between the Principal and [] (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the TSC Contractor has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the Principal's Representative in accordance with the deed.

.....
Signed for and on behalf of
[insert name of Independent Certifier]





Transport for NSW
ABN 18 804 239 602

Schedule 12 - Approved Subcontractors

Clause 2.2(d)

Part of the TSC Contractor's Activities	Subcontractor
Design consultant	Hyder Consulting - Design and preparation of Design Documentation, including for station and service shafts and associated Handover Works
Design consultant	Halcrow - Design and preparation of design Documentation, including for TBM tunnels, mined tunnels and caverns
Geotechnical consultant	Pells Sullivan Meynink



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIASS 
Joint Venture

Transport for NSW
ABN 18 804 239 602

Schedule 13 - Subcontract Terms

Clause 2.2(h)

The following terms must be included in each Subcontract referred to in clause 2.2(h) of the deed.

A. Dispute Resolution

A clause providing that any disputes between the TSC Contractor and the Subcontractor that concern issues that are the same or similar as issues that may arise between the Principal and the TSC Contractor under the deed will be conclusively resolved in accordance with the dispute resolution provisions under clause 15 of the deed. Likewise, where a Dispute is resolved between the Principal and the TSC Contractor under the deed relating to an issue which is the same or similar as an issue that may arise between the TSC Contractor and the Subcontractor under the Subcontract, it will be conclusively resolved under clause 15 of the deed.

B. Civil Liability Act

A clause that complies with the requirements set out in clause 9.4 of the deed.

C. Novation


A clause providing that if the deed is terminated for any reason or the Principal takes over the TSC Contractor's work, the TSC Contractor and the Subcontractor must, after the Principal has given a Direction to do so, promptly (and within 5 Business Days) execute a deed of novation in the form of Schedule 41.

D. Insurance

Where the Subcontractor is a consultant or is to carry out any design work, provisions requiring the Subcontractor to effect and maintain professional indemnity insurance on similar terms (other than in respect of the amount of insurance cover required and the duration for which the insurance is to be maintained) as are required under clause 13 (unless such insurance has been arranged by the TSC Contractor for the Subcontractor).

E. Assignment and subcontracting

A provision that the Subcontractor shall not assign nor subcontract without the TSC Contractor's prior written consent.



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIASS
Joint Venture

Schedule 14 - Designer's Deed of Covenant

Clause 2.2(i)

TO: Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee St, Chippendale NSW 2008 ("Beneficiary")

BACKGROUND

- A. Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee St, Chippendale NSW 2008 has engaged [] (ABN []) of [] ("**TSC Contractor**") to carry out certain works on its behalf by a deed dated [] ("**Deed**").
- B. The TSC Contractor has engaged [] ("**Designer**") to carry out the design work specified in the Schedule for the purposes of its obligations under the Deed ("**Design Work**").
- C. Under the Deed the TSC Contractor is required to procure the Designer to execute this deed poll in favour of the Beneficiary.

OPERATIVE

1. DUTY OF CARE

The Designer warrants to the Beneficiary that in performing the Design Work and in providing any certificate under clause 5.2(f) of the Deed:

- (a) it will owe a duty of care to the Beneficiary;
- (a) it will exercise reasonable skill and care; and
- (b) it is aware that the Beneficiary will be relying upon the skill and judgement of the Designer in performing the Design Work.


2. GOVERNING LAW AND JURISDICTION

This deed poll will be governed by and construed in accordance with the laws of the State of New South Wales and the Designer hereby submits to the non-exclusive jurisdiction of the courts of that State 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.

SCHEDULE

[INSERT DESCRIPTION OF DESIGN WORK]

EXECUTED as a deed poll.


Terry Sleiman - TJHDJV
North West Rail Link TSC Work
THIESS
Joint Venture

Schedule 15 – Approvals

Clause 2.3(b)(i)

1. Existing Approvals


The Project Planning Approval.

The EPBC Act Approval.

The EIS 2 Approval.

2. Future Approvals to be obtained by the Principal

None. The Principal will not obtain any Approvals in addition to those listed in item 1 (Existing Approvals) above.



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIESS Joint Venture

Transport for NSW
ABN 18 804 239 602

Schedule 16 - Environmental Documents and Approval Conditions

Clauses 1.5, 2.3(b)(ii) and 2.3(c)

1. Order of Precedence of Environmental Documents

The order of precedence of the Environmental Documents (including certain documents referenced within the Environmental Documents) is as set out below:

- (a) the specific requirements of section 3.8 of the Scope of Works and Technical Criteria and Appendix 7 to the Scope of Works and Technical Criteria only to the extent that those requirements impose a higher standard than is required by the Planning Approval; and
- (b) the Planning Approval.

2. The Principal's obligations in respect of Approvals and Environmental Documents

The TSC Contractor must, in performing the TSC Contractor's Activities, comply with all of the obligations, conditions and requirements of the Approvals and Environmental Documents except to the extent that:

- (a) this Schedule 16 provides that the Principal will comply with the obligation, condition or requirement or Schedule 16 limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; or
- (b) subject to the next paragraph, the obligation, condition or requirement requires the performance of activities which can only be performed after the Portion Handover Date (such as a condition to carry out ongoing monitoring).

Nothing in paragraph (b) in any way limits or affects:

- (c) any obligation of the TSC Contractor under any other provision of this deed (including the SWTC), including in relation to property damage or the rectification of Defects, which may require it to perform activities after the Portion Handover Date; or
- (d) the TSC Contractor's obligation to comply with:
 - (i) conditions C3, C4, C24, E31 and E38 of the Project Planning Approval; and
 - (ii) mitigation measures EH3, EH4, EH8 - 9, EH10, EH 11, EH12, SW39 and W1 - 16 identified in Chapter 7 of the submissions report (being the document entitled "Submissions Report, Stage 1 - Major Civil Construction Works, Incorporating Preferred Infrastructure Report" dated July 2012 and forming part of the Project Planning Approval) ("**Submissions Report**").

The Principal will:

- (a) in relation to the Project Planning Approval:
 - (iii) be responsible for condition B6;
 - (iv) be responsible for condition B9;

Transport for NSW
ABN 18 804 239 602

- (v) be responsible for condition C5, except that the TSC Contractor must provide the Principal with all the information, documents, details and data:
 - A. relating to the TSC Contractor's Activities that are required to develop and submit a "Biodiversity Offset Package" (as more particularly described in condition C5) for the approval of the Director General of the Department of Planning and Infrastructure ("**Director General**"); and
 - B. arising from the monitoring referred to in condition C1 as it relates to biodiversity outcomes;
- (vi) be responsible for condition C11 to the extent only of monitoring affected waterways and/or groundwater resources that have not been certified by an independent expert as being rehabilitated to an acceptable condition prior to the Portion Handover Date for each Portion to achieve Construction Completion. The TSC Contractor must provide the Principal with all the information and physical resources required to continue the water quality monitoring program for three years after the Portion Handover Date for each Portion or until the affected waterways and/or groundwater resources have been certified by an independent expert as being rehabilitated to an acceptable condition;
- (vii) be responsible for conditions C15 and C16, only to the extent that they form part of the scope of the Early Works, as described in Appendix 4 of the SWTC;
- (viii) be responsible for condition C28, except that the TSC Contractor must provide a "Traffic and Transport Representative" in accordance with section 3.15(b) of the SWTC;
- (ix) be responsible for condition D1, except that the TSC Contractor must:
 - A. provide the Principal with all the information, documents, details and data relating to the TSC Contractor's Activities that are required to prepare and implement a "Stakeholder and Community Involvement Plan" (as more particularly described in condition D1) for the approval of the Director General;
 - B. implement the plan prepared by the Principal to the extent required by this deed (including in accordance with section 3.14 of the SWTC) or otherwise required by the Principal;
- (x) be responsible for condition D2;
- (xi) be responsible for condition D3, except that the TSC Contractor must provide the Principal with all the information, documents, details and data relating to the TSC Contractor's Activities that are required to prepare and implement a "Construction Complaints Management System" (as more particularly described in condition D3) consistent with AS 4269 and maintain a complaints register;
- (xii) to be responsible for condition D4, except that the TSC Contractor must provide the Principal with all information, documents, details and data



Terry Sleiman - TJHDJV
North West Tait Link TSC WORKS
06/16/2005
THISS
Joint Venture

relating to the TSC Contractor's Activities that are required to establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the North West Rail Link;

- (xiii) responsible for condition D5, except that the TSC Contractor must provide the Principal with all information, documents, details and data relating to the TSC Contractor's Activities that are required to develop and implement a "Compliance Tracking Program" (as more particularly described in condition D5) to track compliance with the requirements of the Approval;
- (xiv) be responsible for condition E9;
- (xv) be responsible for condition E10;
- (xvi) be responsible for condition E44;
- (xvii) be responsible for condition E47, except that the TSC Contractor must provide the Principal with all the physical resources (including monitoring equipment and devices), information, documents, details and data relating to the TSC Contractor's Activities that are required to ensure that relevant measures identified within the Construction Environmental Management Plan (conditions E46) continue to be implemented, as required, to manage ongoing environmental impacts after the Portion Handover Date.

(e) in relation to the mitigation measures identified in Chapter 7 of the Submissions Report:

- (i) be responsible for mitigation measure T2, except that the TSC Contractor must provide the Principal with all the information, documents, details and data relating to the TSC Contractor's Activities that are required to notify the public of proposed traffic changes by newspaper, radio, project web site and other forms of community liaison;
- (ii) be responsible for mitigation measure T12, except that the TSC Contractor must provide the Principal with all the information, documents, details and data relating to the TSC Contractors Activities that are required to enable the Principal to comply with this mitigation measure;
- (iii) be responsible for mitigation measure EH6;
- (iv) be responsible for mitigation measure EH7;
- (v) be responsible for mitigation measure IH5;
- (vi) be responsible for mitigation measure LB2, except that the TSC Contractor must provide the specialist place managers with all the information relating to the TSC Contractor's Activities required to ensure that the specialist place managers can provide timely responses to local residents, business people and community groups;
- (vii) be responsible for mitigation measure LB3, except that the TSC Contractor must provide the Principal with all the information relating to

Terry Sleiman - TJHDJV
North West Rail Link
THISS
North Ventures

the TSC Contractor's Activities required to develop a business impact register that identifies and rates specific impacts associated with construction related works for individual businesses;

- (viii) be responsible for mitigation measure LB4, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to maintain a toll free number and website to enable business owners and/or operators to receive prompt responses to their concerns, access information and view assistance measures in place during construction related works;
- (ix) be responsible for mitigation measure LC1, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal to liaise with statutory organisations, the Department of Planning and Infrastructure (DP&I) and local Councils to ensure the North West Rail Link is integrated with local and regional land use planning;
- (x) be responsible for mitigation measure LC2, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal and the specialist place managers to consult with the community throughout the project planning and construction phases to ensure that community members have adequate information about the project, the timing and scope of activities in their local area and impacts on their local facilities and recreational areas;
- (xi) be responsible for mitigation measure LC3, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal to consult with the Hornsby Shire Council, Parramatta City Council and DP&I regarding the implications of the Project in relation to the Epping Town Centre Study;
- (xii) be responsible for mitigation measure LC4, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal to consult with Cheltenham Oval user groups to identify appropriate post-construction configuration and facilities for sporting activities;
- (xiii) be responsible for mitigation measure LC5, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal to consult with stakeholders of Becroft Reserve to identify appropriate adjustments to walking trails during construction;
- (xiv) be responsible for mitigation measure LC6, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal to consult with schools near Cherrybrook in order to develop specific mitigation measures to reduce impacts on their operation and amenity;
- (xv) be responsible for mitigation measure LC7;
- (xvi) be responsible for mitigation measure LC8;

Terry Sleiman - TJHDJUV
North West Rail Link, TSC Works
TSC Works
Joint Venture



- (xvii) be responsible for mitigation measure LC9, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal to consult with Hillsong Church to identify specific mitigation measures to reduce operational and amenity impacts on the church during construction;
- (xviii) be responsible for mitigation measure LC10, except that the TSC Contractor must provide the Principal with all the information required relating to the TSC Contractor's Activities to enable the Principal to consult with Emmanuel Baptist Church and Anglican Technical College Western Sydney to identify specific mitigation measures to reduce operational and amenity impacts on their facilities during construction;
- (xix) be responsible for mitigation measure LC11;
- (xx) be responsible for mitigation measure LC12;
- (xxi) be responsible for mitigation measure LC13;
- (xxii) be responsible for mitigation measure E16, except that the TSC Contractor must provide the Principal with all the information, documents, details and data relating to the TSC Contractor's Activities that are required to develop and submit a Biodiversity Offset Package for the approval of the Director General.

The TSC Contractor must comply with conditions C27 and E35 of the Project Planning Approval in a manner that is consistent with any Third Party Agreement with RMS to the extent that RMS is the relevant roads authority for the purposes of the conditions.



EPBC Act Approval

The Principal will be responsible for the conditions of the EPBC Act Approval.

EIS 2 Approval

- (a) Without limiting paragraph (b), the parties acknowledge that:
 - (i) the EIS 2 Approval relates to the construction and operation of stations and wider precincts, services facilities and stabling facility at Tallawong Road and rail infrastructure and systems, and does not directly relate to the TSC Contractor's Activities or the Project Works or Temporary Works; and
 - (ii) the Principal will be responsible for the conditions and mitigation measures forming part of the EIS 2 Approval.
- (b) The TSC Contractor must comply with the following mitigation measures identified in Chapter 9 of the "Submissions Report, Stage 2 - Stations, Rail Infrastructure and Systems, Incorporating Preferred Infrastructure Report" dated March 2013 and forming part of the EIS 2 Approval:
 - (i) mitigation measure SG36;
 - (ii) mitigation measure SG37;

- (iii) mitigation measure SG38;
- (iv) mitigation measure SG42;
- (v) mitigation measure SG43;
- (vi) mitigation measure SG44;
- (vii) mitigation measure SG 45;
- (viii) mitigation measure OpSW7; and
- (ix) mitigation measure OpSW9.


Terry Sleiman - TJHDJV
North West Rail Link TSC Works

Joint Venture

Schedule 17 - Unconditional Undertaking

Clause 2.12(a)

THIS DEED POLL (Undertaking) made the _____ day of _____ 20

IN FAVOUR OF: Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee St, Chippendale NSW 2008 **(the Principal)**

GIVEN BY: _____ (Financial Institution)

The TSC Contractor: »

ABN »

Security Amount \$ »

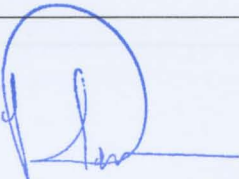

The Contract: The TSC Project Deed between the Principal and the TSC Contractor

Contract Title: North West Rail Link - Design and construction of tunnels and station civil works

Other words and phrases in this Undertaking have the meanings given in the Contract.

Undertaking

1. At the request of the TSC Contractor, and in consideration of the Principal 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 the Principal to the maximum aggregate sum of the Security Amount.
2. The Financial Institution unconditionally agrees that, upon receipt from the Principal of a notice in writing purportedly signed by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the TSC Contractor and despite any notice from the TSC Contractor not to pay.
3. The Principal 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) the Principal 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 the Principal an amount which, in aggregate with all other amounts previously paid by the Financial Institution under this Undertaking, equals the Security Amount, or as much as the Principal may require overall.
5. At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Financial Institution will then immediately end.


Terry Steiman - TJHDJV
 North West Rail Link TSC Works

 Joint Venture

6. This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.



Signed sealed and delivered for and on behalf of **[insert name of Financial Institution]** by its Attorney under a Power of Attorney dated _____, and the Attorney declares that the Attorney has not received any notice of the revocation 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


Terry Sleiman - TJHDJV
North West Flank Link TSC Work
THIASS  Joint Venture

Schedule 18 - Parent Company Guarantee

Clause 2.13


Deed of Guarantee and Indemnity


Transport for NSW

ABN 18 804 239 602
Beneficiary

[insert]

ABN []
Guarantor



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIESS 
Joint Venture



Clayton Utz
Lawyers
Level 15 No. 1 Bligh Street Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 2 9353 4000 F +61 2 8220 6700

www.claytonutz.com

Our reference 130/13647/80124868

Schedule 19 - Environmental Manager's Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 4.3(f)



To: The Principal's Representative

From: [Environmental Manager]

In accordance with the terms of clause 4.3(f) of the deed between the Principal and [insert name of TSC Contractor] (ABN []) ("TSC Contractor") dated [] with respect to the Project, I hereby certify that between the following dates [Insert dates of preceding 3 month period]:

- (a) the TSC Contractor's Environmental and Sustainability Management System under section 3.8 of the SWTC was in accordance with AS/NZS ISO 14001;
- (b) any Subcontractors' Environmental and Sustainability Management Systems which form a part of the TSC Contractor's Environmental and Sustainability Management System were in accordance with AS/NZS ISO 14001;
- (c) the TSC Contractor complied with and satisfied the requirements of the Principal set out in Appendices 7 and 9 of the SWTC and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the TSC Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the deed.

.....
Signed by
[Environmental Manager]


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
 THIESS
Joint Venture

Schedule 20 - Property Owner's Certificate

Clause 3.2(a)(ii)

This Deed Poll is in favour of Transport for NSW ("Principal").

PROPERTY ADDRESS:

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

[INSERT DESCRIPTION OF PROPERTY WORKS]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

3. I/We release the Principal 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 [insert name] in the presence of:

Signature

Signature of Witness

Name of Witness in full


Terry Sleiman - TJHDJV
North West Rail Link TSC Works


Schedule 21 - Quality Manager's Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 4.3(c)(i)


To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of clause 4.3(c)(i) of the deed between the Principal and [*insert name of TSC Contractor*] (ABN []) and ("**TSC Contractor**") dated [] with respect to the Project, I hereby certify that the TSC Contractor's Quality Management System under clause 4.1 of the deed is in accordance with Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....
Signed by

[Quality Manager]



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
TNISS
Joint Venture

Schedule 22 - Quality Manager's Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 4.3(c)(ii)

To: The Principal's Representative


From: [Quality Manager]


In accordance with the terms of clause 4.3(c)(ii) of the deed between the Principal and [] (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, I hereby certify that between the following dates [*Insert dates of preceding 3 month period*]:

- (a) the TSC Contractor's quality system under clause 4.1 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 TSC Contractor's quality system were in accordance with AS/NZS ISO 9001 - 2008;
- (c) the TSC Contractor complied with and satisfied the requirements of Principal'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 TSC Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Principal's Representative and the Independent Certifier in accordance with the deed.

.....
Signed by

[Quality Manager]



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIESS  Joint Venture

Schedule 23 - Independent Certifier's Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 4.3(d)(i)


To: The Principal's Representative

From: *[insert name of Independent Certifier]* (ABN [])

In accordance with the terms of clause 4.3(d)(i) of the deed between the Principal and *[insert name of TSC Contractor]* (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, we hereby certify that the TSC Contractor's quality system under clause 4.1 of the deed is in accordance with Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....
Signed for and on behalf of

[insert name of Independent Certifier]



Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIASS ROADOPS PASADOS
Joint Venture

Schedule 24 - Independent Certifier's Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 4.3(d)(ii)

To: The Principal's Representative

From: *[insert name of Independent Certifier]* (ABN []))

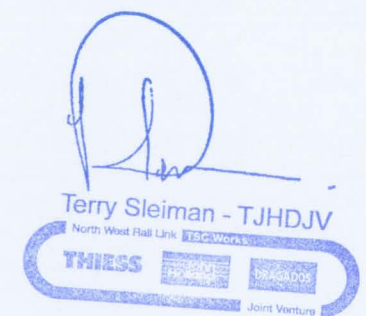
In accordance with the terms of clause 4.3(d)(ii) of the deed between the Principal and [] (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, we hereby certify that between the following dates *[Insert dates of preceding 3 month period]*:

- (a) the TSC Contractor's quality system under clause 4.1 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 TSC Contractor's quality system are in accordance with AS/NZS ISO 9001;
- (c) the TSC Contractor has complied with and satisfied the requirements of Principal'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 TSC Contractor has been undertaken in accordance with the deed, including the SWTC; and
- (f) that documentation has been recorded and submitted to the Principal's Representative in accordance with the deed.

.....

Signed for and on behalf of

[insert name of Independent Certifier] (ABN []))



Schedule 25 - Form of Design Certification

North West Rail Link - Tunnels and station civil works ("Project")

Clause 5.2(j)(i)(B)(2)

To: The Principal's Representative / OpCo / The TSC Contractor

From: [] (ABN [])

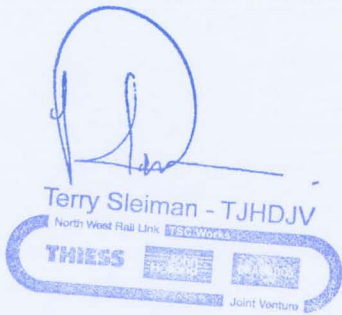
In accordance with the terms of clause 5.2(j)(i)(B)(2) of the deed between the Principal and [] (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, we hereby certify that:

- (a) the attached Design Documentation:
 - (i) complies with all the requirements of the deed, including the SWTC; and
 - (ii) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects); and
- (b) the TSC Contractor has addressed all issues of review, comment and consultation with the Principal and the Independent Certifier in respect of the Design Documentation.

.....

Signed for and on behalf of

[insert name of Independent Certifier]



Schedule 26 - Form of Warranty

[Note: Each Warranty must be provided to both TfNSW and to OpCo.]

Clause 8.11(a) and Schedule 42

THIS DEED POLL is made the _____ day of _____ 20____

TO: [_____] (ABN [____]) of [____], [____] (Beneficiary)

BY: That person described in Item 1 of the Schedule (**Warrantor** which expression will include its successors and assigns).

BACKGROUND

- A. The Warrantor has supplied the items described in Item 2 of the Schedule (**Equipment**) to the person described in Item 3 of the Schedule (**TSC Contractor**) for the tunnel and station civil works component of the North West Rail Link (**Project**) being carried out by the TSC Contractor under the deed described in Item 4 of the Schedule (**Deed**) with Transport for New South Wales (ABN 18 804 239 602) (**Principal**) of Level 6, 18 Lee St, Chippendale NSW 2008.
- B. It is a requirement imposed by the Principal that the Warrantor give the following warranties in favour of the Beneficiary with respect to the Equipment.

OPERATIVE

1. The Warrantor:
- (a) warrants to the Beneficiary that the Equipment will be to the quality and standard stipulated by the Deed and will be of merchantable quality and fit for the purpose for which it is required; and
 - (b) gives the warranty more particularly set out in Item 5 of the Schedule with respect to the Equipment.

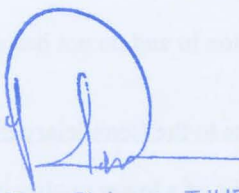



The above warranties are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.

2. The Warrantor warrants to the Beneficiary that it will replace so much of the Equipment as:
- (a) is found to be of a lower quality or standard than that referred to in clause 1; or
 - (b) shows deterioration of such extent that in the opinion of the Beneficiary the Equipment ought to be made good or replaced in order to achieve fitness for the purpose for which it is required, whether on account of utility, performance, appearance or otherwise,

within the period described in Item 6 of the Schedule.

3. The Warrantor covenants to the Beneficiary that it will bear the cost of any work necessary to any part of the Project to enable the requirements of clause 2 to be carried out or to make good the Project afterwards.

4. The Warrantor acknowledges to the Beneficiary that nothing contained in this Deed Poll is intended to nor will render the Beneficiary in any way liable to the Warrantor in relation to any matters arising out of the Deed or otherwise.
5. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
6. The Warrantor 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.


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
  
Joint Venture

Transport for NSW
ABN 18 804 239 602

SCHEDULE

Item 1: Name and Address of Warrantor

Item 2: The Equipment

(Background clause A)

Item 3: The TSC Contractor

(Background clause A)

Item 4: The deed titled "Design and Construction of the tunnels and station civil works"

(Background clause A)

Item 5: Detailed Warranty of Warrantor

(Clause 1)


Item 6: Period of Years



[] years from the expiry of the last "Defects Correction Period" as defined in the Deed.

(Clause 2)

Executed as a deed poll.

Executed by []
by or in the presence of:



Terry Sleiman - TJHDJV
North West Rail Link TSCWARRANTOR
THIESS  
Joint Venture

Signature of Director

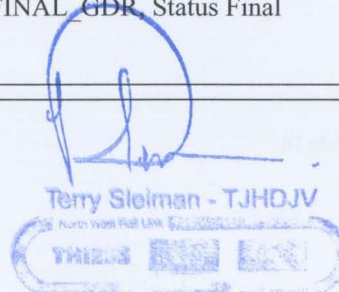
Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full



Schedule 27 - Geotechnical Reports**Clause 1.1**

Information Document no.	Information Document title	File reference
03.0002	North West Rail Link, Geotechnical Data Report, Appendix A – Investigation Census, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix A.pdf
03.0003	North West Rail Link, Geotechnical Data Report, Appendix B – Engineering Borehole Logs and Core Photographs, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix B.pdf
03.0004	North West Rail Link, Geotechnical Data Report, Appendix C – Engineering Test Pit Logs and Photographs, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix C.pdf
03.0005	North West Rail Link, Geotechnical Data Report, Appendix D – Water Pressure Tests, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix D.pdf
03.0006	North West Rail Link, Geotechnical Data Report, Appendix E – Standpipe Piezometer Installation Diagrams, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix E.pdf
03.0007	North West Rail Link, Geotechnical Data Report, Appendix F – Groundwater Monitoring Levels, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix F.pdf
03.0008	North West Rail Link, Geotechnical Data Report, Appendix G – Borehole Wall Imaging Reports, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix





TSC Project Deed Schedules

Information Document no.	Information Document title	File reference
		G.pdf
03.0009	North West Rail Link, Geotechnical Data Report, Appendix H – Pressuremeter Testing, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix H.pdf
03.0010	North West Rail Link, Geotechnical Data Report, Appendix I – In situ Rock Testing Results, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix I.pdf
03.0011	North West Rail Link, Geotechnical Data Report, Appendix J – Geotechnical Laboratory Testing on Soil Materials, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix J.pdf
03.0012	North West Rail Link, Geotechnical Data Report, Appendix K – Geotechnical Laboratory Testing on Rock Materials, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix K.pdf
03.0013	North West Rail Link, Geotechnical Data Report, Appendix L – Contamination Laboratory Testing of Soils, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix L.pdf
03.0014	North West Rail Link, Geotechnical Data Report, Appendix M – Laboratory Testing of Groundwater, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix M.pdf
03.0015	North West Rail Link, Geotechnical Data Report, Appendix N – Registered Groundwater Wells, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix


Terry Sleiman - T.JHDJV


TSC Project Deed Schedules

Information Document no.	Information Document title	File reference
		N.pdf
06.0001	North West Rail Link - Geotechnical Services, Monthly Groundwater Monitoring Report (No.1 Jan 2012), Date 3 February 2012, Author Coffey Geotechnics Pty Ltd, Revision NWRL-10039-R-GE-00001-v1.0-GWMR1, Status Final	NWRL-10039-R-GE-00001-v1.0-GWMR1.pdf
06.0002	North West Rail Link - Geotechnical Services, Monthly Groundwater Monitoring Report (No.2 Feb 2012), Date 14 March 2012, Author Coffey Geotechnics Pty Ltd, Revision NWRL-10039-R-GE-00002-v1.0-GWMR2, Status Final	NWRL-10039-R-GE-00002-v1.0-GWMR2.pdf
06.0003	North West Rail Link - Geotechnical Services, Monthly Groundwater Monitoring Report (No.3 March 2012), Date 18 April 2012, Author Coffey Geotechnics Pty Ltd, Revision NWRL-10039-R-GE-00007-v1.0-GWMR3, Status Final	NWRL-10039-R-GE-00007-v1.0-GWMR3.pdf
06.0004	North West Rail Link, Monthly Groundwater Monitoring Report (No.4 April 2012), Date 12 June 2012, Author Coffey Geotechnics Pty Ltd, Revision NWRL-10039-R-GE-00008-V1.0-GWMR4, Status Final	NWRL-10039-R-GE-00008-v1.0-GWMR4.pdf
06.0005	North West Rail Link, Monthly Groundwater Monitoring Report (No.5 May 2012), Date 20 July 2012, Author Coffey Geotechnics Pty Ltd, Revision NWRL-10039-R-GE-00009-v1.0-GWMR5, Status Final	NWRL-10039-R-GE-00009-v1.0-GWMR5.pdf
06.0006	North West Rail Link, Monthly Groundwater Monitoring Report (No.6 June 2012), Date 20 July 2012, Coffey Geotechnics Pty Ltd, Revision NWRL-10039-R-GE-00010-v1.0-GWMR6, Status Final	NWRL-10039-R-GE-00010-v1.0-GWMR6.pdf
06.00001	06 Geotechnical Factual Data	GEOTLCOV2 4333AC 120920.ags


 Terry Sleiman - TJHDJV
 North West Rail Link TSC Works

 Joint Venture

Transport for NSW
 ABN 18 804 239 602

Schedule 28 - TSC Contractor's Personnel

Clause 10.2(b)

Project Director

- (a) The Project Director must possess a recognised qualification relevant to the position and the TSC Contractor's Activities and be experienced in the design, construction and project management of large projects similar to the Project Works and Temporary Works.
- (b) The Project Director must at all times have authority to act on behalf of the TSC Contractor in respect of the TSC Contractor's Activities.
- (c) The Project Director must be engaged full-time during the design phase of the Project Works and the Temporary Works and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works.
- (d) At the date of this deed, the Project Director is [REDACTED]

Design Manager


- (a) The Design Manager must possess a recognised engineering qualification relevant to the position and the TSC Contractor's Activities and have at least fifteen years' experience in the overall management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works.
- (b) The Design Manager must manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed (including the Overall D&C Program and the Subsidiary D&C Programs).
- (c) At the date of this deed, the Design Manager is [REDACTED]

Construction Manager

- (a) The Construction Manager must possess a recognised engineering qualification relevant to the position and the TSC Contractor's Activities and have at least fifteen years' experience in the overall management of construction on large projects similar to the Project Works and Temporary Works.
- (b) The Construction Manager must be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works and must at all times have appropriate delegated authority to act on behalf of the TSC Contractor in respect of the TSC Contractor's Activities.
- (c) At the date of this deed, the Construction Manager is [REDACTED]

Quality Manager

- (a) The Quality Manager must:
 - (i) possess a recognised qualification relevant to the position and the TSC Contractor's Activities and have recent relevant experience in quality management;
 - (ii) on projects similar to the Project Works and the Temporary Works;

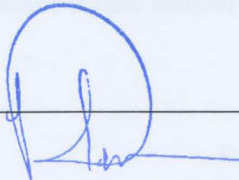

Terry Sleiman - TJHDJV
North West Rail Line
Joint Venture

- (iii) have at least fifteen years' quality management experience, with extensive experience in the development and implementation of quality management systems and plans;
- (iv) be available as the Principal's Representative's primary contact with the TSC Contractor on quality matters;
- (v) give the Principal's Representative access to information and personnel on quality matters and encourage a culture of disclosure and open discussion in respect of quality at all levels;
- (vi) be responsible for an induction and training program for all personnel involved in the performance of the TSC Contractor's Activities;
- (vii) be responsible for and have the authority to develop the Quality Plan;
- (viii) be given authority by the TSC Contractor to act freely and independently and to stop the progress of the relevant part of the TSC Contractor's Activities when any non-conformance with the quality requirements of this deed is identified and at specified Hold Points; and
- (ix) be engaged full-time during the execution of the TSC Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to quality management of the TSC Contractor's Activities.

(b) At the date of this deed, the Quality Manager is [REDACTED]

Stakeholder and Community Relations Manager

- (a) The Stakeholder and Community Relations Manager must:
 - (i) possess a recognised qualification relevant to the position and the TSC Contractor's Activities and have recent relevant experience in community involvement on projects similar to the Project Works and Temporary Works and have an understanding of stakeholder and community attitudes and needs in relation to the Project Works and Temporary Works;
 - (ii) have at least fifteen years' communications and community relations experience, with extensive experience in the management of community liaison, consultation and communications on major infrastructure projects;
 - (iii) be available as the Principal's Representative's primary contact with the TSC Contractor on stakeholder and community relations matters;
 - (iv) be experienced in the development and implementation of community involvement strategies and plans;
 - (v) be experienced in and have an understanding of NSW government public affairs processes;
 - (vi) be responsible for a stakeholder and community relations induction and training program for all personnel involved in the performance of the TSC Contractor's Activities;


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THISS [] []
Joint Venture

- (vii) be responsible for and have the authority to develop and implement the Community Liaison Plan; and
- (viii) be engaged full-time during the execution of the TSC Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to stakeholder and community relations management of the TSC Contractor's Activities and be available at all times:
 - A. to take a proactive role in the stakeholder and community relations processes relating to the TSC Contractor's Activities as set out in this deed; and
 - B. for contact by stakeholders and the community to answer questions and deal with complaints relating to the TSC Contractor's Activities.
- (b) At the date of this deed, the Stakeholder and Community Relations Manager is [REDACTED]

Environmental Manager

- (a) The Environmental Manager must:
 - (i) possess a recognised qualification relevant to the position and the TSC Contractor's Activities and have recent relevant experience in environmental management on projects similar to the Project Works and Temporary Works;
 - (ii) have at least fifteen years' environmental management experience, with extensive experience in the preparation and implementation of environmental management systems and plans;
 - (iii) be available as the Principal's Representative's primary contact with the TSC Contractor on environmental matters;
 - (iv) be experienced in regulatory liaison and consultation;
 - (v) be responsible for all environmental compliance matters associated with the TSC Contractor Activities;
 - (vi) be responsible for an environmental management induction and training program for all personnel involved in the performance of the TSC Contractor's Activities;
 - (vii) be responsible for and have the authority to develop and implement the Construction Environmental Management Plan;
 - (viii) be given authority by the TSC Contractor to act freely and independently, to require all reasonable steps to be taken to achieve environmental compliance, to avoid or minimise environmental impacts and to stop the progress of the relevant part of the Project Works, Temporary Works and the TSC Contractor's Activities when any non-conformance with the environmental requirements of this deed is identified; and
 - (ix) be engaged full-time during the execution of the TSC Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to environmental management of the TSC Contractor's Activities.

(b) At the date of this deed, the Environmental Manager is [REDACTED]

Sustainability Manager

(a) The Sustainability Manager must:

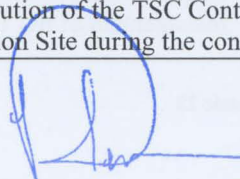

- (i) possess a recognised qualification relevant to the position and the TSC Contractor's Activities and have recent relevant experience in sustainability management on projects similar to the Project Works and Temporary Works;
- (ii) have at least five years' sustainability management experience, with previous experience in the provision of sustainability advice on the design and construction of engineering;
- (iii) be available as the Principal's Representative's primary contact with the TSC Contractor on sustainability matters;
- (iv) be responsible for a sustainability induction and training program for all personnel involved in the performance of the TSC Contractor's Activities;
- (v) be responsible for and have the authority to develop and implement the Sustainability Plan;
- (vi) be engaged full-time during the execution of the TSC Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to sustainability management of the TSC Contractor's Activities.

(b) At the date of this deed, the Sustainability Manager is [REDACTED]

Work Health and Safety Manager

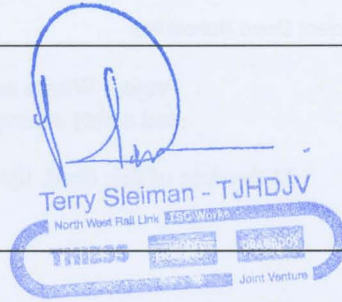
(a) The Work Health and Safety Manager must:

- (i) possess and recognised qualification relevant to the position and the TSC Contractor's Activities and have recent relevant work health and safety management experience on projects similar to the Project Works and Temporary Works;
- (ii) have at least fifteen years' experience in work health and safety management, with extensive experience in the preparation and implementation of work health and safety management systems and plans;
- (iii) be available as the Principal's Representative's primary contact with the TSC Contractor on work health and safety matters;
- (iv) be responsible for a work health and safety induction and training program for all personnel involved in the performance of the TSC Contractor's Activities;
- (v) be responsible for and have the authority to develop and implement the Project WHS Management Plan;
- (vi) be given authority by the TSC Contractor to act freely and independently, to direct that all reasonable steps be taken where safety compliance is at risk and to stop the progress of the relevant part of the Project Works when any non-conformance with the work health and safety requirements of this deed is identified; and
- (vii) be engaged full-time during the execution of the TSC Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the


Terry Sleiman - TJHDJV
North West Rail Link TSC Works


Schedule 29 - Statutory Declaration

Clause 12.4(g)



Statutory Declaration

Oaths Act (NSW) Ninth Schedule

I,
of
do solemnly and sincerely declare that:

insert full name of Declarant

insert address

1. I am the representative of:

insert name of Contractor, and ACN if applicable

.....
("the Contractor")

insert position title of Declarant

in the Office Bearer capacity of:

insert name of Contract

2. The Contractor has a contract with the [.....]:
("the Contract")

3. I personally know the facts which I have set out in this declaration.

4. All employees who have at any time been engaged by the Contractor for work done under the Contract:

- a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and
- b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement etc.

with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee: Amount
unpaid or not accrued:

.....
.....
.....

5. All subcontractors and suppliers to the Contractor have been paid all moneys which as at the date of this declaration have been claimed by them to the Contractor for the performance of work

insert names and addresses of the unpaid subcontractors and suppliers, the amounts

under the Contract (as applicable) and the supply of materials for use in work under the Contract, with the exception of the subcontractors and suppliers and the respective unpaid amounts listed below:

owing and whether in respect of materials supplied, work performed etc.

Subcontractor or supplier: unpaid:	Amount
---------------------------------------	--------

.....

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and
- (b) that all their employees and subcontractors, as at the date of the making of such a declaration:
 - i) have been paid all remuneration and benefits due and payable to them by; or
 - ii) had accrued to their account all benefits to which they are entitled from;

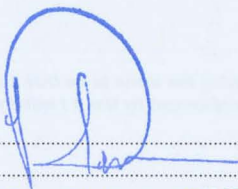

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any , and

- (c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor: unpaid:	Due amount
---------------------------	------------

.....


 Terry Sleiman - T.I.H.D.IV
 North West Rail Link TSC Works
 Joint Venture

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

Employee, subcontractor or supplier:	Amount unpaid or not
--------------------------------------	----------------------

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not

WEST COAST PROJECT
 020 923 408 81 1434

accrued:

accrued to them.

.....
.....
.....
.....

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

11. Attached to and forming part of this declaration is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:

- (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
- (b) under Schedule 2 Part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and
- (c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

- (a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and
- (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.



I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at on
(place) (day) (month) (year)

.....
(Signature of Declarant)

Before me:

.....
(Signature of person before whom the declaration is made)


 Terry Sleiman - TJHD V
 North West Rail Link


.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

* The declaration must be made before one of the following persons:

- where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or
- (iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or
- (ii) any person having authority to administer an oath in that place.

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

1. I saw the face of the deponent.

[OR]

I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.


2. I have known the deponent for at least 12 months.

[OR]

I have confirmed the deponent's identity using the following identification document:

[insert description of ID document]

.....
Signature of witness


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIESS
Joint Venture

SUBCONTRACTOR'S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW), and s127 *Industrial Relations Act 1996* (NSW) where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) **(Note 2)**

Contract number/identifier **(Note 3)**



This Statement applies for work between:/...../..... and/...../..... inclusive, **(Note 4)**

subject of the payment claim dated:/...../..... **(Note 5)**

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. **(Note 6)**
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... **(Note 7)**
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**
- (d) Where the Subcontractor is required to be registered as an employer under the Payroll Tax Act 2007 (NSW), the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**
- (f) Signature Full name.....
- (g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987* (NSW).


Terry Sleiman - TJHDJV
North West Rail Law


Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relations Act 1996* (NSW). If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.
A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of section 127 of the *Industrial Relations Act 1996* (NSW), a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.
Section 127(6) of the *Industrial Relations Act 1996* (NSW) defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*'
Section 127(11) of the *Industrial Relations Act 1996* (NSW) states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996* (NSW), a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* (NSW) and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

Schedule 30 - Quality Manager's Payment Claim Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 12.2(b)(i)B

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of clause 12.2(b)(i)B of the deed between the Principal and [] (ABN []) [] ("TSC Contractor") dated [] with respect to the Project, I hereby certify that all work the subject of the attached progress claim by the TSC Contractor has been executed and is in accordance with the requirements of the deed, subject to the following:

.....

Signed by

[Quality Manager]

Terry Sleiman - TJHDJV



Transport for NSW
ABN 18 804 239 602

Schedule 31 - Independent Certifier's Payment Claim Certificate

North West Rail Link - Tunnels and station civil works ("Project")

Clause 12.2(b)(i)C

To: The Principal's Representative

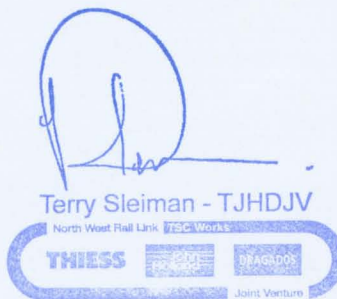
From: *[insert name of Independent Certifier]* (ABN []))

In accordance with the terms of clause 12.2(b)(i)C of the deed between the Principal and [] (ABN []) ("**TSC Contractor**") dated [] with respect to the Project, we hereby certify that all work the subject of the attached progress claim by the TSC Contractor has been executed and is in accordance with the requirements of the deed, including the SWTC, subject to the following:

.....

Signed for and on behalf of

[insert name of the Independent Certifier]



Schedule 32 - Independent Certifier's Asset Management Information Certificate

Clause 7.14(k)(ii)B


To: [The Principal's Representative / The TSC Contractor]

From: [insert name of Independent Certifier] (ABN [])

In accordance with the terms of clause 7.14(k)(ii)B of the deed between the Principal and [] (ABN []) ("TSC Contractor") dated [] with respect to the Project, we hereby certify that:

- (a) the final draft of the Asset Management Information complies with the requirements of the deed, including the SWTC; and
- (b) the TSC Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Asset Management Information.

.....
Signed for and on behalf of
[insert name of Independent Certifier]



Terry Sleiman - TJHDJV
North West Rail Link TSC Work
THIESS Joint Venture

Schedule 33 – Requirements of Third Party Agreements

Clause 3.12

1. No limitation on deed

Nothing in this Schedule 33 limits the Principal's rights or affects the TSC Contractor's obligations under any clause of this deed.

2. Works Authorisation Deed

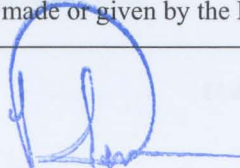
(a) The TSC Contractor:

- (i) acknowledges that the Principal has entered into the WAD; and
- (ii) must, in performing the TSC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the WAD as if it were named as the Principal in the WAD so as to ensure that the Principal is able to fully meet its obligations under the WAD or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any conditions, obligations or requirements allocated to the TSC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in paragraph (a)(ii)A; and
- (iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.

(b) The TSC Contractor acknowledges that:

- (i) the WAD provides a process for certain works described as "Road Works" in the WAD (**Road Works**) to be designed and constructed;
- (ii) it is not obliged to design and construct the Road Works unless this deed (including Appendix 19 to the SWTC) requires it to design and construct such works;
- (iii) if it does elect to design and construct any of the Road Works, it must do so in accordance with the requirements of the WAD, this Schedule 33 and this deed;
- (iv) if it proposes to design and construct any other works on the surface of a road (other than the Works or the Road Works):

- A. it must obtain any necessary Approvals and liaise with the relevant Authority in relation to those works; and
- B. the Principal will not be liable upon any Claim (insofar as is permitted by Law) by the TSC Contractor arising out of or in any way in connection with:
 - 1) identifying and obtaining access to any Extra Land required for such works; or
 - 2) any delay, additional costs or other effects on the TSC Contractor's Activities related to the ability of the TSC Contractor or its Subcontractors to obtain access to such Extra Land or obtain any necessary Approvals.
- (c) Where the WAD provides that:
 - (i) the TSC Contractor must; or
 - (ii) the Principal must ensure that the TSC Contractor will, do something or comply with an obligation, the TSC Contractor must, in performing the TSC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the WAD provides for the Principal to provide a document, notice or information to RMS:
 - (i) the TSC Contractor must not provide any such document, notice or information directly to RMS; and
 - (ii) the TSC Contractor must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to RMS within the time period required by the WAD.
- (e) The TSC Contractor must, in carrying out the TSC Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the WAD or other requirements of RMS;
 - (ii) ensure that no act or omission of the TSC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the WAD or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the WAD.
- (f) Whenever, pursuant to the terms of the WAD, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the WAD then, subject to what is provided in this Schedule 33 and the other terms of this deed, the TSC Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the WAD in


Terry Stolman - TJH
North West Rail Link
YNSIS

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

(g) The TSC Contractor acknowledges that to the extent that the WAD contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, the TSC Contractor agrees that the Principal similarly makes no representation to the TSC Contractor in respect of that state of affairs in the same way as if the relevant terms of the WAD were set out fully in this deed.

(h) Nothing in the WAD or this Schedule 33 limits the Principal's rights or the TSC Contractor's obligations in relation to Construction Completion or the rectification of Defects under this deed, including clauses 8.1 - 8.4 of this deed.

(i) The TSC Contractor must indemnify the Principal from and against any claim by RMS against the Principal or any Liability of the Principal to RMS arising out of or in any way in connection with the WAD to the extent that the claim or Liability is caused by, or arises out of, or in any way in connection with, the TSC Contractor's Activities:

(i) provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability; and

(ii) except to the extent it is limited in this Schedule 33 (including by paragraph 2(j)).

(j) The TSC Contractor will:

(i) only be liable to the Principal for any Liability arising out of clauses 16.3(d) or 25 of the WAD:

A. to the extent that the Principal incurs a Liability to RMS arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the TSC Contractor or its Associates; or

B. where the TSC Contractor would otherwise be liable to the Principal pursuant to a provision of this deed in respect of the matter; and

(ii) not be liable to the Principal for any Liability arising out of clause 26.2(a) of the WAD to the extent any claims or Losses for which the Principal may be liable:

A. relate to the deterioration of roads other than the roads identified in Attachment 3 to Annexure G to the WAD; or

B. are in respect of Consequential Loss incurred by:

- 1) a third party service provider to RMS;
- 2) a roadway or busway operator; or
- 3) operators of RMS tolled roads and the North-West Transitway,



unless the TSC Contractor would otherwise be liable to the Principal for any such claim or Loss pursuant to a provision of this deed.

- (k) The TSC Contractor:
- (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of RMS or its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (k)(i) of this Schedule 33; or
 - B. any acts or omissions of RMS or its employees, agents, contractors or officers.

Clause	Extent of Principal's responsibility for clause specified
3	All
4.2	All
4.3	The Principal will be responsible for the obligation in clause 4.3, except that the TSC Contractor must provide any information the Principal requires for provision to RMS in accordance with clause 4.3(b).
5.1	All
5.2 (a) (b) (c) (e)	All
6.2(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval and the EPBC Act Approval.
11.6(c)	Without limiting clause 5 of this Schedule 33, the Principal will be responsible for the obligations under this clause.
12.3(a)	The Principal's obligations under this clause are limited to obtaining, and providing evidence of currency of, those insurances that it is required to effect in accordance with clause 13.3 of this deed.
12.3(b)	The Principal's obligations under this clause are limited to obtaining the Planning Approval and the EPBC Act Approval.
14.3(b)	All
15.11	All
18.3	All

Clause	Extent of Principal's responsibility for clause specified
24	The Principal's obligations under this clause are limited to effecting the insurances required to be effected under clause 13.3 of this deed.
26.2(b)	All
27	Without limiting clause 5 of this Schedule 33, the Principal will be responsible for the obligations under this clause.
28	All
34.3	All

3. Project Epping TSC Interface Agreement

(a) The TSC Contractor:

(i) acknowledges that the Principal:

A. has entered into the PETIA; and

B. has or will enter into an amending deed to the PETIA in the form contained in Exhibit K;

(ii) acknowledges that the terms of the PETIA incorporate the terms and conditions of the Rail Services Contract between RailCorp and the Principal dated 17 October 2012, as amended by the PETIA (**Rail Services Contract**);

(iii) must, in performing the TSC Contractor's Activities:

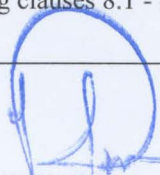
A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the PETIA as if it were named as the Principal in the PETIA so as to ensure that the Principal is able to fully meet its obligations under the PETIA or otherwise at law except to the extent that the table below:

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

2) limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; and

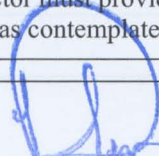
B. comply with and fulfil any other conditions, obligations or requirements allocated to the TSC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in paragraph (a)(iii)A; and

- (iv) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.
- (b) Where the PETIA provides that:
 - (i) the TSC Contractor must; or
 - (ii) the Principal must ensure that the TSC Contractor will, do something or comply with an obligation, the TSC Contractor must in performing the TSC Contractor's Activities, do that thing or comply with that obligation.
- (c) Where the PETIA provides for the Principal to provide a document, notice or information to RailCorp:
 - (i) the TSC Contractor must not provide any such document, notice or information directly to RailCorp; and
 - (ii) the TSC Contractor must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to RailCorp within the time period required by the PETIA.
- (d) The TSC Contractor must, in carrying out the TSC Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the PETIA or other requirements of RailCorp;
 - (ii) ensure that no act or omission of the TSC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RailCorp under the PETIA or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the PETIA.
- (e) Whenever, pursuant to the terms of the PETIA, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RailCorp under any clause of the PETIA then, subject to what is provided in this Schedule 33 and the other terms of this deed, the TSC Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the PETIA in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (f) The TSC Contractor acknowledges that to the extent that the PETIA contains a provision pursuant to which RailCorp is stated to make no representation as to a state of affairs, the TSC Contractor agrees that the Principal similarly makes no representation to the TSC Contractor in respect of that state of affairs in the same way as if the relevant terms of the PETIA were set out fully in this deed.
- (g) Nothing in the PETIA or this Schedule 33 limits the Principal's rights or the TSC Contractor's obligations in relation to Construction Completion or the rectification of Defects under this deed, including clauses 8.1 - 8.4 of this deed.

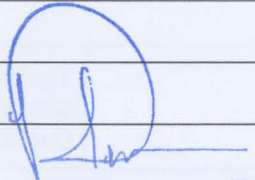


Terry Steiman - TJHDJV
North West Rail
TSC Project Deed

- (h) The TSC Contractor must indemnify the Principal from and against any claim by RailCorp against the Principal or any Liability of the Principal to RailCorp arising out of or in any way in connection with the PETIA to the extent that the claim or Liability is caused by, or arises out of, or in any way in connection with, the TSC Contractor's Activities:
 - (i) provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability; and
 - (ii) except to the extent it is limited in this Schedule 33 (including by paragraph (i)).
- (i) The TSC Contractor will only be liable to the Principal for any Liability arising out of clause 17 of the PETIA:
 - (i) to the extent that the Principal incurs a Liability to RailCorp arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the TSC Contractor or its Associates; or
 - (ii) where the TSC Contractor would otherwise be liable pursuant to a provision of this deed.
- (j) The TSC Contractor:
 - (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of RailCorp and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (j)(i);
 - B. any acts or omissions of RailCorp or its employees, agents, contractors or officers; or
 - C. any acts or omissions of the condition consultant appointed under clause 5 of the PETIA.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the PETIA.

Clause	Extent of Principal's responsibility for clause specified
PETIA	
3.2	The Principal will be responsible for the obligations in this clause, provided that the TSC Contractor must provide a representative to the Contract Coordination Group as contemplated by clause 3.2(c) of the PETIA.

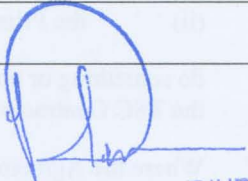


 Terry Stalman - TSC/BJW
 Transport for NSW

Clause	Extent of Principal's responsibility for clause specified
4.1(a) and (c)	All
4.2	All
4.5(a)(i) and 4.5(b)	All
4.6	All
5	<p>The Principal's obligations under this clause are limited to:</p> <ul style="list-style-type: none"> (a) appointing the Condition Consultant (at the TSC Contractor's cost); (b) providing instructions to the Condition Consultant; and (c) consulting with RailCorp and agree the draft Initial Condition Report and the draft Dilapidation Survey, <p>provided that the TSC Contractor must do everything necessary to assist the Principal in complying with these obligations, as requested by the Principal's Representative.</p> <p>The TSC Contractor must comply with all other obligations of the Principal under clause 5 of the PETIA, in accordance with the terms of this Schedule 33.</p>
6.1(c)	All.
7.4	All
10.1	All
10.2	All
12.1(b)	The Principal will attend any meetings with RailCorp to agree a date for any Track Possessions but will consult with the TSC Contractor regarding its requirements for Track Possessions.
13	All
15	Without limiting clause 5 of this Schedule 33, the Principal will be responsible for the obligations under this clause.
18.13	All
Rail Services Contract	
2	All
3.3	All
5	All


Terry Steiman - TJHDJV
North West Rail Link TSC Work Organisation


TSC Project Deed Schedules

Clause	Extent of Principal's responsibility for clause specified
7	The Principal will be responsible for this clause except to the extent that the Contract Services are the Transport Project Services (each as defined in the Rail Services Contract) set out in Schedule 13, as amended by Schedule 9 to the PETIA and subject to the provisions of this Schedule 33.
8	All
9	All
12	All
18	All
Schedule 1, clause 1.2(a)	All
Schedule 4	All
Schedule 5	All
Schedule 6	All
Schedule 7	All
Schedule 8	All
Schedule 9	All
Schedule 10	All
Schedule 11	All
Schedule 12	All
Schedule 13, clauses 1.1, 1.2, 1.4, 1.6, 1.7, 1.8, 1.9, 1.11, 1.14, 1.18, 1.19, 1.21, 1.24, 1.27, 1.28, 1.31	All
Schedule 18	All
Schedule 19	All
Schedule 20	All
Schedule 22	All
Schedule 26	All


 Terry Sleiman - TJHDJV


4. Corporation Sole Construction Lease

- (a) The obligations of the TSC Contractor in this clause 4 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the TSC Contractor is granted access to that area until the Portion Handover Date relevant to that area.
- (b) The TSC Contractor:
- (i) acknowledges that the Principal has entered into a Deed of Agreement for Lease with the Minister administering the Environmental Planning and Assessment Act 1979, as a Corporation Sole (**Corporation Sole**), dated 22 May 2013 (**Agreement for Lease**);
 - (ii) acknowledges that the terms of the Agreement for Lease incorporate the terms and conditions of Construction Lease which TfNSW has or will enter into with the Corporation Sole (**CS Lease**);
 - (iii) must, in performing the TSC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Agreement for Lease and CS Lease as if it were named as the Principal in the Agreement for Lease and CS Lease so as to ensure that the Principal is able to fully meet its obligations under the Agreement for Lease and CS Lease or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to the TSC Contractor in this Schedule that are additional to or more stringent or onerous than the conditions and requirements described in paragraph 4(b)(iii)A; and
 - (iv) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.
- (c) Where the Agreement for Lease or CS Lease provide that:
- (i) the TSC Contractor must; or
 - (ii) the Principal must ensure that the TSC Contractor will, do something or comply with an obligation, the TSC Contractor must in performing the TSC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Agreement for Lease or CS Lease provide for the Principal to provide a document, notice or information to the Corporation Sole:

Corporation Sole arising out of or in any way in connection with the Agreement for Lease or CS Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the TSC Contractor's Activities, provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability.

(i) Subject to clause 3.1(e) of this deed, the TSC Contractor:

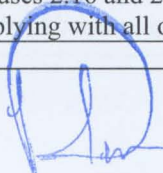
- (i) bears the full risk of:
 - A. complying with the obligations under this clause 4 of Schedule 33; and
 - B. any acts or omissions of the Corporation Sole and its employees, agents, contractors or officers; and

- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (i)(i); or
 - B. any acts or omissions of the Corporation Sole or its employees, agents, contractors or officers.

(j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Agreement for Lease and/or CS Lease (as applicable).

Clause	Extent of Principal's responsibility for clause specified
Deed of Agreement	
2.1	All
2.2	All
2.3	All
3.1	With regard to occupation of the Land on the terms contained in the CS Lease, the Principal retains responsibility for compliance with the clauses of the CS Lease to the extent set out in this table under heading CS Lease. The Principal will retain the obligation to provide evidence of insurances.
3.2	All
4.2	All
5.1	All
5.3(a)	All
7	The Principal will be responsible for all of the obligations under this clause, except to the extent that the TSC Contractor must provide all documents,

Clause	Extent of Principal's responsibility for clause specified
	assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
8.2	All
9.2	All
9.3	All
10	All
11.7(a)	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule.
11.7(b)	The Principal will be responsible for the payment of the costs, duties, fees or other expenses described in this clause, except to the extent that any of the costs, duties, fees or other expenses arise out of or are connected with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the TSC Contractor or its Associates or if the amounts relate to an obligation that the TSC Contractor has under this Schedule 33.
11.9	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule.
11.14	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the Agreement for Lease, and performing the obligations under the Agreement for Lease that it retains pursuant to this Schedule.
11.17(a)	The Principal will be responsible for the payment of the costs described in this clause, except to the extent that any of the costs arise out of or are connected with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the TSC Contractor or its Associates.
CS Lease	
2(a)	The Principal will retain all of the obligations under this clause except to the extent that they include the obligations set out in clause 2(b).
3	All
4.1(c)(ii)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
4.2	All
4.4(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
7.2(b)(i) - 7.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 7.2(b)(i)


Terry Sleiman - TJHDJV
Transport for NSW
ABN 18 804 239 602

Clause	Extent of Principal's responsibility for clause specified
	and 7.2(b)(ii) of the CS Lease.
8.3	The Principal's obligations under this clause are limited to signing the plans and documents and providing the consents referred to in this clause.
9.3(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
10.2	All
10.3	All
11.3(a)	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 13.3 of this deed.
11.3(b)	The Principals obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
11.4(b)	The Principals obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
12(a)	All. For the avoidance of doubt, the TSC Contractor will have no obligations in connection with the payment of compensation under the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
14.5	The Principal will be responsible for all of the obligations under this clause, except to the extent set out below: <ul style="list-style-type: none"> a) under clause 14.5(g)(i), the Principal will only be responsible for complying with the obligations under the CS Lease that it retains pursuant to this Schedule; and b) the TSC Contractor must comply with the obligations set out in clause 14.5(g)(ii).
15	The Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the TSC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
16.7(a)	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule.
16.7(b)	The Principal will be responsible for the payment of the costs, duties, fees or other expenses described in this clause, except to the extent that any of the costs, duties, fees or other expenses arise out of or are connected with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the TSC Contractor or its Associates.

Clause	Extent of Principal's responsibility for clause specified
16.9	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule.
16.15	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the CS Lease, and performing the obligations under the CS Lease that it retains pursuant to this Schedule.
17	All
Schedule 1	All

5. Draft State of NSW Construction Lease

- (a) The obligations of the TSC Contractor in this clause 5 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the TSC Contractor is granted access to that area until the Portion Handover Date relevant to that area.
- (b) The TSC Contractor:
- (i) acknowledges that the Principal will acquire a Construction Lease from the State of New South Wales (**State**) on the terms of the draft proposed acquisition notice for part of lot 9 and 10 in DP 842090 and part lot 80 in DP 1086920 (**State Lease**) (the draft terms of which are contained in Exhibit K);
 - (ii) must, in performing the TSC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the State Lease as if it were named as the Principal in the State Lease so as to ensure that the Principal is able to fully meet its obligations under the State Lease or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to the TSC Contractor in this Schedule that are additional to or more stringent or onerous than the conditions and requirements described in paragraph 5(b)(ii)A; and

(iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.

(c) Where the State Lease provides that:

(i) the TSC Contractor must; or

(ii) the Principal must ensure that the TSC Contractor will,

do something or comply with an obligation, the TSC Contractor must in performing the TSC Contractor's Activities, do that thing or comply with that obligation.

(d) Where the State Lease provides for the Principal to provide a document, notice or information to the State:

(i) the TSC Contractor must not provide any such document, notice or information directly to the State;

(ii) subject to paragraph (iii), the TSC Contractor must provide to the Principal any document, notice or information required to be provided to the State under the State Lease within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the State within the time period required by the State Lease; and

(iii) the TSC Contractor is not required to provide to the Principal any document, notice or information:

A. which the Principal may elect at its discretion to provide to the State under the State Lease; or

B. responsibility for which the Principal has retained pursuant to the table in this Schedule.

(e) The TSC Contractor must, in carrying out the TSC Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the State Lease or other requirements of the State;

(ii) ensure that no act or omission of the TSC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the State under the State Lease or otherwise at law; and

(iii) otherwise act consistently with the terms of the State Lease.

(f) Whenever, pursuant to the terms of the State Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the State under any clause of the State Lease then, subject to what is provided in this Schedule and the other terms of this deed, the TSC Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the State Lease in the same way as if the relevant terms of the



Terry Sleiman - TJHDJV
North West Pastoral Enterprises
TSCS
Joint Venture

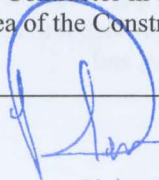
acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

- (g) The TSC Contractor must indemnify the Principal from and against any claim by the State against the Principal or any Liability of the Principal to the State arising out of or in any way in connection with the State Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the TSC Contractor's Activities, provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability.
- (h) Subject to clause 3.1(e) of this deed, the TSC Contractor:
 - (i) bears the full risk of:
 - A. complying with the obligations under this Schedule; and
 - B. any acts or omissions of the State and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (h)(i); or
 - B. any acts or omissions of the State or its employees, agents, contractors or officers.
- (i) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the State Lease.

Clause	Extent of Principal's responsibility for clause specified
2.2	All
3.2(b)(i) - 3.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 3.2(b)(i) and 3.2(b)(ii) of the State Lease.
6(a) - 6(b)	All. For the avoidance of doubt, the TSC Contractor will have no obligations in connection with the payment of compensation under the Land Acquisition (Just Terms Compensation) Act 1991 (NSW).
8	All
Schedule	All

6. Draft RMS Construction Lease

- (a) The obligations of the TSC Contractor in this clause 6 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access


Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THISS
Joint Venture

Schedule, from the date on which the TSC Contractor is granted access to that area until the Portion Handover Date relevant to that area.

(b) The TSC Contractor:

(i) acknowledges that the Principal will acquire a Construction Lease from RMS on the terms of the draft proposed acquisition notice (**RMS Lease**) (the draft terms of which are contained in Exhibit K);

(ii) must, in performing the TSC Contractor's Activities:

A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the RMS Lease as if it were named as the Principal in the RMS Lease so as to ensure that the Principal is able to fully meet its obligations under the RMS Lease or otherwise at law except to the extent that the table below:

- 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
- 2) limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; and

B. comply with and fulfil any other conditions, obligations or requirements allocated to the TSC Contractor in this Schedule that are additional to or more stringent or onerous than the conditions and requirements described in paragraph 6(b)(ii)A; and

(iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.

(c) Where the RMS Lease provides that:

- (i) the TSC Contractor must; or
- (ii) the Principal must ensure that the TSC Contractor will,

do something or comply with an obligation, the TSC Contractor must in performing the TSC Contractor's Activities, do that thing or comply with that obligation.

(d) Where the RMS Lease provides for the Principal to provide a document, notice or information to the RMS:

- (i) the TSC Contractor must not provide any such document, notice or information directly to RMS;
- (ii) subject to paragraph (iii), the TSC Contractor must provide to the Principal any document, notice or information required to be provided to RMS under the RMS Lease within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to RMS within the time period required by the RMS Lease; and



- (iii) the TSC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to RMS under the RMS Lease; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule.

(e) The TSC Contractor must, in carrying out the TSC Contractor's Activities:


- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the RMS Lease or other requirements of RMS;
- (ii) ensure that no act or omission of the TSC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the RMS Lease or otherwise at law; and
- (iii) otherwise act consistently with the terms of the RMS Lease.

(f) Whenever, pursuant to the terms of the RMS Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the RMS Lease then, subject to what is provided in this Schedule and the other terms of this deed, the TSC Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the RMS Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(g) The TSC Contractor must indemnify the Principal from and against any claim by RMS against the Principal or any Liability of the Principal to RMS arising out of or in any way in connection with the RMS Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the TSC Contractor's Activities, provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability.

(h) Subject to clause 3.1(e) of this deed, the TSC Contractor:

- (i) bears the full risk of:
 - A. complying with the obligations under this Schedule; and
 - B. any acts or omissions of RMS and its employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (h)(ii); or


Terry Sleiman - TJHDJV
North West Rail Link
TNISS
Joint Venture

B. any acts or omissions of the RMS or its employees, agents, contractors or officers.

(i) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the RMS Lease.

Clause	Extent of Principal's responsibility for clause specified
2.2	All
3.2(b)(i) - 3.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 3.2(b)(i) and 3.2(b)(ii) of the RMS Lease.
6(a) - 6(b)	All. For the avoidance of doubt, the TSC Contractor will have no obligations in connection with the payment of compensation under the Land Acquisition (Just Terms Compensation) Act 1991 (NSW).
8	All
Schedule	All.

7. Draft Hornsby Shire Council Construction Lease

(a) The obligations of the TSC Contractor in this clause 7 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the TSC Contractor is granted access to that area until the Portion Handover Date relevant to that area.

(b) The TSC Contractor:

(i) acknowledges that the Principal will acquire a Construction Lease from Hornsby Shire Council (**Council**) on the terms of the draft proposed acquisition notice (**Council Lease**) (the draft terms of which are contained in Exhibit K);

(ii) must, in performing the TSC Contractor's Activities:

A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Council Lease as if it were named as the Principal in the Council Lease so as to ensure that the Principal is able to fully meet its obligations under the Council Lease or otherwise at law except to the extent that the table below:

- 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
- 2) limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; and

Terry Sleiman - TJHDJV
Joint Venture

- B. comply with and fulfil any other conditions, obligations or requirements allocated to the TSC Contractor in this Schedule that are additional to or more stringent or onerous than the conditions and requirements described in paragraph 7(b)(ii)A; and
- (iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.
- (c) Where the Council Lease provides that:
- (i) the TSC Contractor must; or
- (ii) the Principal must ensure that the TSC Contractor will, do something or comply with an obligation, the TSC Contractor must in performing the TSC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Council Lease provides for the Principal to provide a document, notice or information to the Council:
- (i) the TSC Contractor must not provide any such document, notice or information directly to the Council;
- (ii) subject to paragraph (iii), the TSC Contractor must provide to the Principal any document, notice or information required to be provided to the Council under the Council Lease within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Council within the time period required by the Council Lease; and
- (iii) the TSC Contractor is not required to provide to the Principal any document, notice or information:
- A. which the Principal may elect at its discretion to provide to the RMS under the Council Lease; or
- B. responsibility for which the Principal has retained pursuant to the table in this Schedule.
- (e) The TSC Contractor must, in carrying out the TSC Contractor's Activities:
- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Council Lease or other requirements of the Council;
- (ii) ensure that no act or omission of the TSC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Council under the Council Lease or otherwise at law; and
- (iii) otherwise act consistently with the terms of the Council Lease.
- (f) Whenever, pursuant to the terms of the Council Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Council under any clause of the Council Lease then, subject to what is provided in

this Schedule and the other terms of this deed, the TSC Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Council Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

- (g) The TSC Contractor must indemnify the Principal from and against any claim by the Council against the Principal or any Liability of the Principal to the Council arising out of or in any way in connection with the Council Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the TSC Contractor's Activities, provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability.
- (h) Subject to clause 3.1(e) of this deed, the TSC Contractor:
 - (i) bears the full risk of:
 - A. complying with the obligations under this Schedule; and
 - B. any acts or omissions of the Council and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (h)(i); or
 - B. any acts or omissions of the Council or its employees, agents, contractors or officers.
- (i) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Council Lease.

Clause	Extent of Principal's responsibility for clause specified
2.2	All
3.2(b)(i) - 3.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 3.2(b)(i) and 3.2(b)(ii) of the Council Lease.
6(a) - 6(b)	All. For the avoidance of doubt, the TSC Contractor will have no obligations in connection with the payment of compensation under the Land Acquisition (Just Terms Compensation) Act 1991 (NSW).
8	All
Schedule	All

8. Draft Crown Construction Lease

- (a) The obligations of the TSC Contractor in this clause 8 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the TSC Contractor is granted access to that area until the Portion Handover Date relevant to that area.
- (b) The TSC Contractor:
- (i) acknowledges that the Principal will acquire a Construction Lease from State of NSW (**Crown**) on the terms of the draft proposed acquisition notice for part of Murray Road (**Crown Lease**) (the draft terms of which are contained in Exhibit K);
 - (ii) must, in performing the TSC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Crown Lease as if it were named as the Principal in the Crown Lease so as to ensure that the Principal is able to fully meet its obligations under the Crown Lease or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the TSC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to the TSC Contractor in this Schedule that are additional to or more stringent or onerous than the conditions and requirements described in paragraph 8(b)(ii)A; and
 - (iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.
- (c) Where the Crown Lease provides that:
- (i) the TSC Contractor must; or
 - (ii) the Principal must ensure that the TSC Contractor will,
- do something or comply with an obligation, the TSC Contractor must in performing the TSC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Crown Lease provides for the Principal to provide a document, notice or information to the RMS:
- (i) the TSC Contractor must not provide any such document, notice or information directly to the RMS;



Terry Sleiman - TJHDJV
Murray Road Rail Link TSC Works
9/16/2008
Joint Venture

- (ii) subject to paragraph (iii), the TSC Contractor must provide to the Principal any document, notice or information required to be provided to the Crown under the Crown Lease within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Crown within the time period required by the Crown Lease; and
- (iii) the TSC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to the Crown under the Crown Lease; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule.

(e) The TSC Contractor must, in carrying out the TSC Contractor's Activities:

- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Crown Lease or other requirements of the RMS;
- (ii) ensure that no act or omission of the TSC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Crown under the Crown Lease or otherwise at law; and
- (iii) otherwise act consistently with the terms of the Crown Lease.

(f) Whenever, pursuant to the terms of the Crown Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Crown under any clause of the Crown Lease then, subject to what is provided in this Schedule and the other terms of this deed, the TSC Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Crown Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(g) The TSC Contractor must indemnify the Principal from and against any claim by the Crown against the Principal or any Liability of the Principal to the RMS arising out of or in any way in connection with the Crown Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the TSC Contractor's Activities, provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability.

(h) Subject to clause 3.1(e) of this deed, the TSC Contractor:

- (i) bears the full risk of:
 - A. complying with the obligations under this Schedule; and
 - B. any acts or omissions of the Crown and its employees, agents, contractors or officers; and



Terry Sleiman - TJHDJV
North West Rail Link TSC/WORKS
Orange NSW
Joint Venture

- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (h)(i); or
 - B. any acts or omissions of the Crown or its employees, agents, contractors or officers.
- (i) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Crown Lease.

Clause	Extent of Principal's responsibility for clause specified
2.2	All
3.2(b)(i) - 3.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 3.2(b)(i) and 3.2(b)(ii) of the Crown Lease.
6(a) - 6(b)	All. For the avoidance of doubt, the TSC Contractor will have no obligations in connection with the payment of compensation under the Land Acquisition (Just Terms Compensation) Act 1991 (NSW).
8	All
Schedule	All

9. Draft Epping Rail Safety Interface Agreement

- (a) The TSC Contractor acknowledges that the Principal will enter into the Epping Rail Safety Interface Agreement with RailCorp (or, if the relevant functions of RailCorp have been replaced at the time of execution of the agreement by Sydney Trains ABN 38 284 779 682 (**Sydney Trains**), with Sydney Trains) (**ERSIA**), a draft of which is contained in Exhibit K.
- (b) If the ERSIA is entered into between the Principal and Sydney Trains or if Sydney Trains replaces RailCorp as the counterparty to the ERSIA, references in this clause 9 to RailCorp must be read as references to Sydney Trains.
- (c) The TSC Contractor must, in performing the TSC Contractor's Activities:
 - (i) comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the ERSIA as if it were named as the Principal in the ERSIA so as to ensure that the Principal is able to fully meet its obligations under the ERSIA or otherwise at law except to the extent that the table below:
 - A. provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - B. limits the TSC Contractor's obligation in respect of that obligation, condition or requirement;

- (ii) comply with and fulfil any other conditions, obligations or requirements allocated to the TSC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in paragraph 9(c)(i); and
- (iii) assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below.

(d) Where the ERSIA provides that:

- (i) the TSC Contractor must; or
- (ii) the Principal must ensure that the TSC Contractor will,

do something or comply with an obligation, the TSC Contractor must in performing the TSC Contractor's Activities, do that thing or comply with that obligation.

(e) Where the ERSIA provides for the Principal to provide a document, notice or information to RailCorp:

- (i) the TSC Contractor must not provide any such document, notice or information directly to RailCorp; and
- (ii) the TSC Contractor must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to RailCorp within the time period required by the ERSIA.

(f) The TSC Contractor must, in carrying out the TSC Contractor's Activities:

- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the ERSIA or other requirements of RailCorp;
- (ii) ensure that no act or omission of the TSC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RailCorp under the ERSIA or otherwise at law; and
- (iii) otherwise act consistently with the terms of the ERSIA.

(g) Whenever, pursuant to the terms of the ERSIA, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RailCorp under any clause of the ERSIA then, subject to what is provided in this Schedule 33 and the other terms of this deed, the TSC Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the ERSIA in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(h) The TSC Contractor acknowledges that to the extent that the ERSIA contains a provision pursuant to which RailCorp is stated to make no representation as to a state of affairs, the TSC Contractor agrees that the Principal similarly makes no representation to the TSC Contractor in respect of that state of affairs in the same way as if the relevant terms of the ERSIA were set out fully in this deed.



- (i) The TSC Contractor must indemnify the Principal from and against any claim by RailCorp against the Principal or any Liability of the Principal to RailCorp arising out of or in any way in connection with the ERSIA to the extent that the claim or Liability is caused by, or arises out of, or in any way in connection with, the TSC Contractor's Activities:
 - (i) provided that the TSC Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the claim or Liability; and
 - (ii) except to the extent it is limited in this Schedule 33 (including by paragraph (j)).
- (j) The TSC Contractor will only be liable to the Principal for any costs under clause 8.2 of the ERSIA:
 - (i) to the extent that the Principal incurs costs in complying with the ERSIA arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the TSC Contractor or its Associates; or
 - (ii) where the TSC Contractor would otherwise be liable pursuant to a provision of this deed.
- (k) The TSC Contractor:
 - (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of RailCorp and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in paragraph (k)(i); or
 - B. any acts or omissions of RailCorp or its employees, agents, contractors or officers.
- (l) For the avoidance of doubt, the reference in clause 3.5 of the ERSIA to a party's "Safety Management System" refers to RailCorp's and the Principal's safety management systems respectively.
- (m) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the ERSIA.

Clause	Extent of Principal's responsibility for clause specified
2(b) and (c)	All
3.1(a)	All

Clause	Extent of Principal's responsibility for clause specified
3.1(b)	The Principal will be responsible for the obligations under this clause, provided that the TSC Contractor must provide a representative to attend any joint risk workshops if required by the Principal.
3.1(e)	All
3.3(b)	All
3.4(a)	All
4	The Principal will be responsible for the obligations under this clause only to the extent that they relate to infrastructure or land other than: <ul style="list-style-type: none"> (a) the Construction Site and any other areas affected by the TSC Contractor's Activities; (ii) the Project Works and the Temporary Works; or (iii) any other place where any part of the TSC Contractor's Activities is being carried out (including Extra Land).
5	All
6	The Principal will comply with the obligations under this clause but the TSC Contractor must also: <ul style="list-style-type: none"> (i) keep sufficient records to allow its obligations under this Schedule 33 with respect to the ERSIA to be audited and reviewed; and (ii) allow such records to be audited and reviewed as required by the Principal.
7	All

10. Common Disputes

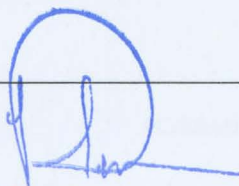
- (a) In this clause 10 of Schedule 33:

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

Common Dispute means a dispute described in clause 10(b) of this Schedule 33.


- (b) A Dispute under this deed may be concerned with matters that also arise in respect of the respective rights and obligations of the Principal and a Third Party to one of the Third Party Agreements referred to in this Schedule including where the:
- (i) Principal is in breach of a provision of this deed to the extent such a breach is caused by a Third Party under its respective Third Party Agreement;


- (ii) Principal is entitled to obtain remedies or benefits under a Third Party Agreement which are similar to remedies or benefits claimed by the TSC Contractor in a Claim by the TSC Contractor under this deed;
 - (iii) TSC Contractor has rights against the Principal under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and the Principal has similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
 - (iv) TSC Contractor has a Claim against the Principal and the Principal has a Claim against a Third Party based on the same or similar events or circumstances.
- (c) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:
- (i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 10 of Schedule 33; and
 - (ii) notify the TSC Contractor in writing of its decision within 20 Business Days of the Common Dispute arising,
- in which case clauses 10(d) to 10(k) of this Schedule 33 will then apply in respect of that Common Dispute.
- (d) In the event that there is a Common Dispute, then:
- (i) clauses 15.2 and 15.4 to 15.15 of this deed will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and
 - (ii) the TSC Contractor acknowledges and agrees that the purpose of this clause 10 of Schedule 33 is:
 - A. to provide the TSC Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the TSC Contractor's rights against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Third Party Agreements; and
 - B. not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against a Third Party under, arising out of, or in any way in connection with the relevant Third Party Agreement.
- (e) In respect of all Common Disputes:
- (i) the TSC Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the TSC Contractor, will only arise at the time the relevant Common Dispute is resolved or determined;


Terry Sleiman - TJHDJV
North West Rail Link
Joint Venture

- (ii) if any compensation is payable by the Principal to the TSC Contractor under this deed in respect of a Common Dispute, the TSC Contractor will have the same entitlement to recover compensation under this deed as the Principal has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
 - (iii) any rights the TSC Contractor has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Third Party Agreement; and
 - (iv) the Principal will pass through to the TSC Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
 - A. to the extent that this is referable to the TSC Contractor, including any liability, Claim or loss of the TSC Contractor; and
 - B. determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.
- (f) The Principal agrees to:
- (i) request of the relevant Third Party that the TSC Contractor be permitted to directly make representations in respect of the Common Dispute;
 - (ii) if it is unable to obtain the Third Party's consent as contemplated under clause 10(f)(i) of this Schedule 33, make on behalf of the TSC Contractor whatever representations in respect of the Common Dispute that the TSC Contractor reasonably requests; and
 - (iii) provide:
 - A. regular updates to the TSC Contractor; and
 - B. whatever information and documents the TSC Contractor reasonably requests,as to the progress of the Common Dispute.
- (g) The Principal's Liability to the TSC Contractor in respect of the subject matter of a Common Dispute:
- (i) is satisfied by payment to the TSC Contractor in accordance with this clause 10 of Schedule 33; or
 - (ii) if the Third Party is not liable to the Principal, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:
 - A. the Principal has complied with its obligations under this clause 10 of this Schedule 33 with respect to recovery of the

- Principal's and the TSC Contractor's entitlements from the Third Party; and
- B. all appeals from such determination have been exhausted.
- (h) The TSC Contractor agrees:
- (i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the Common Dispute;
- (ii) that where a Third Party Agreement contemplates:
- A. alternative dispute resolution (including arbitration and expert determination):
- 1) a like process will apply to the Common Dispute between the parties; and
- 2) the TSC Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
- B. litigation, the TSC Contractor consents to the Common Dispute being consolidated with (or heard together with) that litigation; and
- (iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the TSC Contractor's rights and obligations under this deed.
- (i) The TSC Contractor's entitlement to a remedy in respect of a Common Dispute will not be reduced to the extent to which the Principal's entitlements under a Third Party Agreement are reduced or extinguished due to the Principal's breach or failure to comply with the Third Party Agreement or other act or omission by the Principal (in either case to the extent not caused by the TSC Contractor).
- (j) To the extent the TSC Contractor has recovered compensation in respect of a Common Dispute under another provision of this deed, then the TSC Contractor is not entitled to the same compensation under this clause 10 of Schedule 33.
- (k) Any payment to which the TSC Contractor is entitled under this clause 10 of Schedule 33 in respect of a Common Dispute shall be paid by the Principal to the TSC Contractor within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.


Terry Sleiman - TJHDJV
North West Rail Line TSC
THIASS
Joint Venture



Terry Sleiman - TJHDJV
 North West Rail Link TSC Works
 TNESS | TSC | DRAGADOS
 Joint Venture

Schedule 34 – Portions

Clauses 1.1 and 11.10(d)(i)

- (a) This Schedule 34 contains the drawing identified in Table 1 that is included as an electronic file on a disc in Exhibit N titled:
 North West Rail Link
 Design and Construction of Tunnels and Station Civil Works
 Electronic Files

Table 1 Drawing

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
NWRL-10045-10-SWD-DRG-LS-60237	K	Portions North West Rail Link Areas (Sheets 1 to 8)	NWRL-10045-10-SWD-DRG-LS-60237-K-Portions.pdf

- (b) Unless the context requires otherwise, terms which are defined in the SWTC have the same meaning where used in this Schedule 34.
- (c) Areas that are referred to in this Schedule 34 by an individual area number are references to the areas so numbered and described in the drawing described in Table 1 to this Schedule 34.

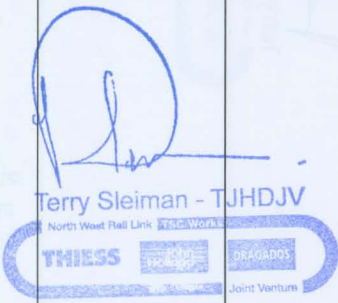
Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
Portion 1	All Project Works and Handover Works between Balmoral Road, Bella Vista and Ashford Avenue, Showground, excluding	14 April 2016 or, where the Principal has	For every day after the Date for Construction Completion of Portion 1 which occurs in the	Nil	All areas of the Project Site within which the infrastructure identified in the second column of this table lies

TSC Project Deed Schedules

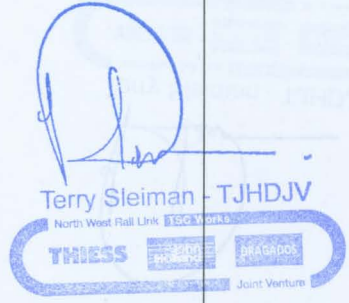
Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	<p>any Project Works and Handover Works included in Portion 2 and 3, being:</p> <p>(a) Running Tunnels between the eastern face of the Station Excavation at Bella Vista and the western face of the Station Excavation at Norwest;</p> <p>(b) Running Tunnels between the eastern face of the Station Excavation at Norwest and the western face of the Station Excavation at Showground;</p> <p>(c) Cross Passages and Cross Passages with Sump between the eastern face of the Station Excavation at Bella Vista and the western face of the Station Excavation at Showground;</p> <p>(d) Nozzle Enlargements at Norwest;</p> <p>(e) Station Excavations at Bella Vista and Norwest: and</p> <p>(f) all other infrastructure, works,</p>	<p>given a notice under clause 1.10 of this deed, 15 February 2016.</p>	<p>period:</p> <p>(a) before 13 July 2016, \$25,000 per day;</p> <p>(b) between 13 July 2016 and 2 April 2017, \$55,000 per day; and</p> <p>(c) from 3 April 2017, \$418,000 per day,</p> <p>or, where the Principal has given a notice under clause 1.10 of this deed, for every day after the Date for Construction Completion of Portion 1 which occurs in the period:</p> <p>(a) before 13 May 2016, \$25,000 per day;</p> <p>(b) between 13 May 2016 and 2 April 2017, \$55,000 per day; and</p> <p>(c) from 3 April 2017, \$418,000 per day.</p>		<p>and the following areas of the Construction Site:</p> <p>i. Area 'P1-E1';</p> <p>ii. Area 'P1-F1';</p> <p>iii. Area 'P1-G1; and</p> <p>iv. Area 'P1-G2'.</p>

Terryl Seiman - TJHDJV
 North West Rail Link (NSW) Pty Ltd
 Joint Venture

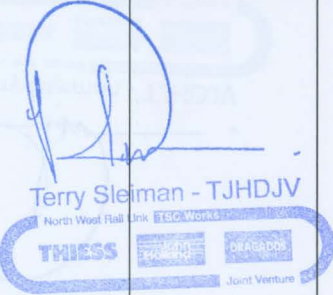
TSC Project Deed Schedules

Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	<p>measures and arrangements, including part of the Station Excavation at Showground, that are located on, above or below the following areas:</p> <ul style="list-style-type: none"> i. Area 'P1-E1'; ii. Area 'P1-F1'; iii. Area 'P1-G1'; iv. Area 'P1-G2'. 				
Portion 2	<p>All Project Works and Handover Works between Glenhope Road, Cherrybrook and the Epping to Chatswood Rail Line downtrack and uptrack stub tunnels, excluding any Project Works and Handover Works included in Portion 1 and 3, being:</p> <ul style="list-style-type: none"> (a) Running Tunnels between the eastern face of the Station Excavation at Cherrybrook and the western face of the Station Excavation at the Cheltenham Services Facility Shaft; 	15 May 2016	<p>For every day after the Date for Construction Completion for Portion 2 which occurs in the period:</p> <ul style="list-style-type: none"> (a) before 13 August 2016, \$25,000 per day; (b) between 13 August 2016 and 2 April 2017, \$55,000 per day; and (c) from 3 April 2017, \$418,000 per day. 	Nil	<p>All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following areas of the Construction Site:</p> <ul style="list-style-type: none"> i. Area 'P2-A1'; ii. Area 'P2-B1'; and iii. Area 'P2-C1'

TSC Project Deed Schedules

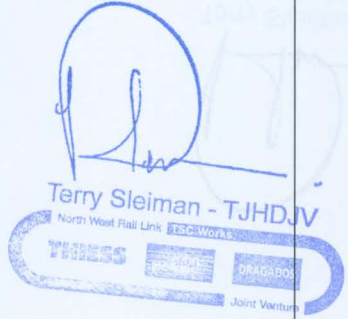
Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	(b) Running Tunnels between the eastern face of the Cheltenham Services Facility Shaft and the western face of the Epping Services Facility Shaft; (c) Running Tunnels between the eastern face of the Epping Services Facility Shaft and the Epping to Chatswood Rail Line downtrack and uptrack stub tunnels; (d) Cross Passages and Cross Passage with Sump between the eastern face of the Station Excavation at Cherrybrook and the Epping to Chatswood Rail Line downtrack and uptrack stub tunnels; (e) Nozzle Enlargement at the Services Facility Shaft at Epping; (f) Services Facility Shafts at Epping and Cheltenham;				

TSC Project Deed Schedules

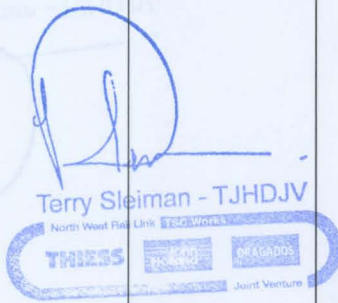
Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	<p>(g) Epping Connection; and</p> <p>(h) all infrastructure, works, measures and arrangements, including part of the Station Excavation at Cherrybrook, located on, above or below the following areas:</p> <ul style="list-style-type: none"> i. Area 'P2-A1'; ii. Area 'P2-B1'; and iii. Area 'P2-C1'. 				
Portion 3	<p>All Project Works and Handover Works between Ashford Avenue, Showground and Glenhope Road, Cherrybrook and between Memorial Avenue, Bella Vista and Celebration Drive, Bella Vista, excluding any Project Works and Handover Works included in Portion 1 and 2, being:</p> <p>(a) Running Tunnels between the eastern face of the Station Excavation at Showground and the western face of the Station</p>	18 January 2017	<p>For every day after the Date for Construction Completion for Portion 3 which occurs in the period:</p> <ul style="list-style-type: none"> (a) before 3 April 2017, \$50,000 per day; and (c) from 3 April 2017, \$418,000 per day. 	Nil	<p>All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following areas of the Construction Site:</p> <ul style="list-style-type: none"> i. Area 'P3-C1'; ii. Area 'P3-D1'; iii. Area 'P3-E1'; iv. Area 'P3-E2';

TSC Project Deed Schedules
 18/04/2014 10:00 AM

TSC Project Deed Schedules

Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	<p>Excavation at Castle Hill;</p> <p>(b) Running Tunnels between the eastern face of the Station Excavation at Castle Hill and the western face of the Station Excavation at Cherrybrook;</p> <p>(c) Cross Passages and Cross Passage with Sump between the eastern face of the Station Excavation at Showground and the western face of the Station Excavation at Cherrybrook;</p> <p>(d) Nozzle Enlargements at Castle Hill and Showground;</p> <p>(e) Station Excavation at Castle Hill;</p> <p>(f) Crossover Cavern at Castle Hill;</p> <p>(g) all infrastructure, works, measures and arrangements, including part of the Station Excavations at Showground and Cherrybrook, that are on, above</p>				<p>v. Area 'P3-G1'; and</p> <p>vi. Area 'P3-H1',</p> <p>and any other areas of the Construction Site not required to be handed back at the Portion Handover Date for Portion 1 or 2.</p>

TSC Project Deed Schedules


Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	<p>or below the following areas:</p> <ul style="list-style-type: none"> i. Area 'P3-C1'; ii. Area 'P3-D1'; iii. Area 'P3-E1'; iv. Area 'P3-E2'; v. Area 'P3-G1'; and vi. Area 'P3-H1'; <p>(h) all other Project Works and Handover Works required to be provided or constructed pursuant to this deed but not included in Portion 1 or 2.</p>				

The TSC Contractor's maximum aggregate liability under clause 11.10(d)(i) in respect of any one day for which the TSC Contractor is liable for liquidated damages in respect of more than one Portion is \$418,000 per day.

Schedule 35 – Performance and Compliance Incentive Payment Schedule

Clauses 1.1 and 12.10

The performance and compliance incentive payment scheme and the contents of this Schedule 35 will be determined in accordance with clause 12.10 of this deed.


Terry Sleiman - TJHDJV
North West Rail Link, TSC Works
THIESS DRACADOS
Joint Venture

Schedule 36 – DAB Agreement

Clauses 1.1 and 15

[Note to Tenderer: Form of DAB Agreement to be finalised with the three DAB members once a third has been selected by Graeme Peck and Ron Finlay.]

Dispute Avoidance Board Agreement

This Agreement is made at _____ on the _____ day of _____ 2013 between the following parties:

1. **TfNSW** (ABN 18 804 239 602) a New South Wales Government agency of Level 6, 18 Lee St, Chippendale NSW 2008 (**Principal**)

and

2. **Thiess Pty Ltd** (ABN 87 010 221 486) of 179 Grey Street, South Brisbane QLD 4101

John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road, Melbourne VIC 3004

Dragados Australia Pty Ltd (ABN 20 151 632 665) of Level 3, 44 Caroline Street, South Yarra VIC 3141

(together the **TSC Contractor**)

and

3. **Members of the Dispute Avoidance Board** (collectively **Members**), namely:

Ronald Arthur Finlay of [REDACTED]
(Chairperson)

Graeme Maxwell Peck of [REDACTED]

Barry Tozer of [REDACTED]

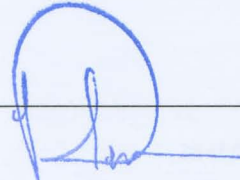

RECITALS:

- A. The Principal and the TSC Contractor have entered into a deed for the delivery of the tunnel and station civil works component of the North West Rail Link (**TSC Project Deed**).
- B. Clause 15 of the TSC Project Deed provides for a dispute resolution process through the establishment and the operation of a Dispute Avoidance Board to assist in resolving Disputes under the TSC Project Deed.
- C. This agreement sets out the rights, obligations and duties of the Members, the Principal and the TSC Contractor in relation to the Dispute Avoidance Board and the Disputes (the **Agreement**).

THIS AGREEMENT PROVIDES

- 1. Definitions and Interpretation

Legal\305571798.16
TSC Project Deed - Schedule 36
CONFIDENTIAL


Terry Sleiman - TJHDJV
North West Rail Link


177

Transport for NSW
ABN 18 804 239 602

1.1 **Definitions**

In this Agreement:

“**Members**” means the three individuals appointed to the Dispute Avoidance Board in accordance with this Agreement.

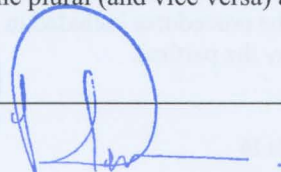
1.2 **Terms defined in the TSC Project Deed**

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the TSC Project Deed.

1.3 **Interpretation**

In this Agreement 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 Agreement 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 Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other 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;


Terry Sleiman - TJHDJV



- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Agreement; 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;
- (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) for all purposes (other than where designated as a Business Day), "day" means 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 Agreement 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.

2. Agreement to Prevail

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and the TSC Project Deed the terms of the Agreement will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date all parties sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 15.11 of the TSC Project Deed.

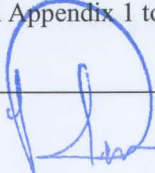

3. Formation of the Dispute Avoidance Board

The Parties acknowledge that the Dispute Avoidance Board:

- (a) has been formed; and
- (b) is constituted by the Members; and
- (c) must perform its obligations and functions under the TSC Project Deed and this Agreement.

4. Establishment of Procedures

- (a) During the first meeting at the Construction Site, the Dispute Avoidance Board will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the Dispute Avoidance Board making a decision of a Dispute referred to pursuant to clause 15.4 of the TSC Contract) in accordance with the procedures included in Appendix 1 to this Agreement (unless otherwise agreed by the parties).


Terry Sleiman - TJHDJV
North West Rail Link TSCU Work Order


- (b) The parties agree to comply with the rules for the Dispute Avoidance Board decision process (**Rules**) set out in Appendix 2 to this Agreement in respect of any Dispute referred to the Dispute Avoidance Board pursuant to clause 15.4 of the TSC Project Deed.

5. Dispute Avoidance Board Member's Obligations

5.1 Impartiality

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the Dispute Avoidance Board.

5.2 Independence

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 5 of this Agreement.

5.3 General Duties

Each Member agrees to carry out his or her obligations as a Member of the Dispute Avoidance Board:

- (a) with due care and diligence;
- (b) in compliance with the TSC Project Deed and this Agreement; and
- (c) in compliance with all applicable Laws.

6. Costs and fees

- (a) The Principal and the TSC Contractor are jointly and severally liable for the payment of the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3.
- (b) The Principal and the TSC Contractor agree as between themselves that:
 - (i) they will each pay one half of:
 - A. the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3;
 - B. any third party costs incurred in holding the conference referred to in clause 2 of the Rules, including any booking fee, room hire and transcript costs; and
 - (ii) they will each bear their own costs of and incidental to the preparation of this Agreement and their participation in any decision process of the Dispute Avoidance Board.

7. The Principal's Commitment and Responsibilities

The Principal acknowledges and agrees that it must:

- (a) act in good faith towards each Member and the Dispute Avoidance Board;

- (b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and
- (c) except for its participation in the Dispute Avoidance Board's activities as provided in the TSC Project Deed and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters dealing with the resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

8. TSC Contractor's Commitments and Responsibilities

The TSC Contractor acknowledges and agrees that it must:

- (a) act in good faith towards each Member and the Dispute Avoidance Board;
- (b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and
- (c) except for its participation in the Dispute Avoidance Board's activities as provided in the TSC Project Deed and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters dealing with the resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

9. Confidentiality

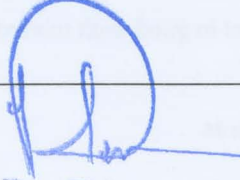
In relation to all confidential information disclosed to the Dispute Avoidance Board at any time each Member agrees:

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than the resolution of the Dispute; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

10. Conflict of Interest

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and the TSC Contractor and the other Members of the Dispute Avoidance Board.
- (b) The other Members of the Dispute Avoidance Board will within five Business Days of notification under clause 10(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the Dispute Avoidance Board and a reappointment will occur pursuant to clause 14.3.

11. Liability


Terry Steinman - TJHDJW
TRANSPORT FOR NSW
ABN 18 804 239 602

11.1 **Liability**

Each Member is not liable to either the Principal or the TSC Contractor for any act or omission done in good faith and with due care and diligence.

11.2 **Due Care and Diligence**

For the purpose of clause 11.1, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

12. **Indemnity**

12.1 **Indemnity**

The Principal and the TSC Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in good faith and with due care and diligence.

12.2 **Due Care and Diligence**

For the purpose of clause 12.1, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

13. **Termination of Agreement**

Subject to clause 14.3, this Agreement may be terminated by mutual written agreement of the Principal and the TSC Contractor. However, this Agreement will remain in force until a replacement to this Agreement has been fully executed.

14. **Members' Termination**

14.1 **Resignation**

A Member may resign from the Dispute Avoidance Board by providing 30 Business Days' written notice to the other Members, the Principal and the TSC Contractor.

14.2 **Termination**

A Member's appointment may be terminated at any time if the Principal and the TSC Contractor agree to do so.

14.3 **Re-Appointment**

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 10(b) or 14.1; or
- (b) the appointment of a Member is terminated by the Principal and the TSC Contractor under clause 14.2;

then:

- (c) a replacement Member may be appointed in accordance with clause 15.10 of the TSC Project Deed; and

- (d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement as a condition of a valid re-appointment under the terms of the TSC Project Deed.

15. Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New South Wales.
- (b) Each party 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 Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

16. Relationship of the Parties

Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Principal, the TSC Contractor and the Members as that of partners, joint venturers or any other fiduciary relationship.

17. Notices

- (a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address or sent to the facsimile number as set out below (or to any new address or facsimile number that a party notifies to the others).

- (i) to the Principal:

Name: Transport for NSW
Address: 8-12 Castlereagh Street Sydney NSW 2000
Fax: (02) 8265 6470
Attention: Colin Rudd, Deputy Project Director Delivery;

- (ii) to the TSC Contractor:

Name: Thiess John Holland Dragados Joint Venture
Address: Level 7, 345 George Street Sydney NSW 2000
Attention: Terry Sleiman; and

- (iii) to the Members:

Name: Ronald Arthur Finlay
Address: [REDACTED]
Email: [REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]
Mobile: [REDACTED]

Name: Graeme Maxwell Peck
Address: [REDACTED]
Email: [REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]
Mobile: [REDACTED]



Name: Barry Tozer

Address:

Email:

Tel:

Fax:

Mobile:



- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a), which is a Business Day.
- (d) A notice sent by email will be taken to have been received:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,whichever happens first, but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (addressee's time) it is deemed to be received at 9.00am on the following Business Day.

18. **Giving effect to this Agreement**

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

19. **Survival of terms**

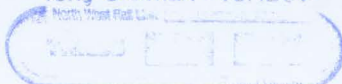
The parties agree that clauses 6 and 11 and this clause 19 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

20. **Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

Terry Sleiman - TJHDJV



21. Operation of this Agreement

- (a) Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

22. Amendment

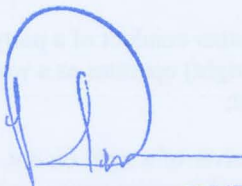

This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

23. Counterparts

- (a) This Agreement may be executed in counterparts, which taken together constitute one instrument.
- (b) A party may execute this Agreement by executing any counterpart.

24. Attorneys

Each person who executes this Agreement 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.


Terry Sleiman - TJHDJV
North West Rail Link TSC Works


EXECUTED as an agreement

Executed by Transport for NSW (ABN 18 804 239 602) by its authorised delegate in the presence of:

Signature of witness

Full name of witness

Signed, sealed and delivered for and on behalf of **Thiess Pty Ltd ABN 87 010 221 486** by its attorney under a power of attorney dated 5 June 2013 in the presence of:

Signature of witness

Full name of witness

Signed, sealed and delivered for and on behalf of **John Holland Pty Ltd ABN 11 004 282 268** by its attorney under a power of attorney dated 8 April 2013 registered in New South Wales with Book 4649 No 359 in the presence of:

Signature of witness

Full name of witness

Signature of [insert position]


Name of [insert position]

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of attorney

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of attorney



Terry St...

Signed, sealed and delivered for and on behalf of **Dragados Australia Pty Ltd ABN 20 151 632 665** by its attorney under a power of attorney dated 12 June 2013 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of witness

Full name of attorney

Signed by Ronald Arthur Finlay in the presence of:

Signature

Signature of Witness



Name of Witness in full

Signed by Graeme Maxwell Peck in the presence of:

Signature

Signature of Witness

Name of Witness in full

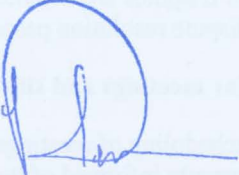


Terry Sleiman - TJHDJV
North West Rail Link TSC Works

Joint Venture

Signed by **Barry Tozer** in the presence of:

Signature

Signature of Witness

Name of Witness in full


Terry Sleiman - TJHDJV
North West Rail Link | TSC Works

Joint Venture

APPENDIX 1

Dispute Avoidance Board General Operating Procedures

1. General

- 1.1 The role of the Dispute Avoidance Board is to provide specialised expertise in technical and administration aspects of the TSC Project Deed in order to assist the parties to the TSC Project Deed in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under clause 15 of the TSC Project Deed in a timely manner.
- 1.2 Except when participating in the Dispute Avoidance Board's activities as contemplated by the TSC Project Deed, the parties to the TSC Project Deed shall not communicate with the Dispute Avoidance Board or its Members on matters dealing with the conduct of the work or resolution of problems.
- 1.3 The TSC Contractor will furnish to each of the Dispute Avoidance Board members all documents necessary for the Dispute Avoidance Board to perform its functions, including copies of all TSC Project Deed documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of Disputes and other matters.
- 1.4 The individual Members are not the representative of the party which appointed that representative. The entire Dispute Avoidance Board must function as an objective, impartial and independent body at all times.
- 1.5 There must be no communication between Members and employees of the parties to the TSC Project Deed during the life of the Dispute Avoidance Board without the Members informing the parties to the TSC Project Deed. The parties to the TSC Project Deed must direct any matters needing attention between meetings of the Dispute Avoidance Board to the chairperson of the Dispute Avoidance Board.
- 1.6 The Members shall make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.
- 1.7 Communications between the parties and the Dispute Avoidance Board for the purpose of attempting to prevent Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under clause 15 of the Project Deed.

2. Frequency of regular meetings and site visits

- 2.1 The frequency and scheduling of meetings and site visits necessary to keep the Dispute Avoidance Board properly informed of the project circumstances will generally be agreed between the Dispute Avoidance Board and the parties to the TSC Project Deed.
- 2.2 In the case of a failure to agree between the Dispute Avoidance Board and the parties to the TSC Project Deed, the Dispute Avoidance Board will schedule the meetings and visits as it sees fit.
- 2.3 The frequency of meetings of the Dispute Avoidance Board should generally be two monthly but this may be influenced by work progress, unusual events and the number and complexity of potential Disputes.

2.4 The first Dispute Avoidance Board meeting should be held within one month of the date of this Agreement.

3. **Agenda for regular meetings**

3.1 The chairperson will develop an agenda for each regular meeting in accordance with the requirements of the TSC Project Deed.

3.2 Dispute Avoidance Board meetings held for the purposes of briefing and updating the Members on performance and progress of the work under the TSC Project Deed and issues or potential issues between the parties shall be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.

3.3 The provisions of clause 3.2 shall not apply to any inspection or conference convened in accordance with Appendix 2 – Rules for Dispute Avoidance Board Decisions in relation to a Dispute referred to the Dispute Avoidance Board for determination.

3.4 At the conclusion of the meeting, the Dispute Avoidance Board will generally inspect the Project Works and the Construction Site in the company of representatives of both parties to the TSC Project Deed. Any areas of the Project Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the TSC Project Deed.

4. **Minutes of meetings**

4.1 The chairperson will prepare minutes of the regular meetings of the Dispute Avoidance Board and these draft minutes will be circulated to the parties and the Dispute Avoidance Board members for comments, additions and corrections.

4.2 In accordance with clause 3.2 above, the minutes of Dispute Avoidance Board meetings held, other than in accordance with Appendix 2 – Rules for Dispute Avoidance Board Decisions, shall be marked "in-confidence, without prejudice".

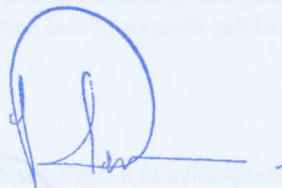
4.3 Minutes as amended will be adopted by the parties and the Dispute Avoidance Board members at the next meeting.

5. **Communications**

5.1 All communications by the parties to the Dispute Avoidance Board outside the Dispute Avoidance Board meetings should be directed in writing to the chairperson and copied to the other Members and to the other party. All communications by the Members to the parties should be addressed to the Principal's Representative and the TSC Contractor's Representative.

6. **Representation**

6.1 The parties shall each ensure they are represented at Dispute Avoidance Board meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties shall inform the chairperson of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.


Terry Sleiman - T.JHD.IV

APPENDIX 2

Rules for DAB Decisions

1. Written submissions

- 1.1 Within 7 days after the referral of a Dispute to the Dispute Avoidance Board under clause 15.3 of the TSC Project Deed, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, Party A (i.e. the party who gave the Notice of Referral to DAB under clause 15.3 of the TSC Project Deed) must, in addition to any particulars provided by Party A in the relevant Notice of Referral to DAB, give the other party and the Dispute Avoidance Board a written statement of the Dispute referred to the Dispute Avoidance Board any agreed statement of facts and a written submission (which may include witness statements) on the Dispute in support of Party A's contentions.
- 1.2 Within 14 days after the statement in clause 1.1 is served, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, the other party must give Party A and the Dispute Avoidance Board a written response to Party A's submissions.
- 1.3 If the Dispute Avoidance Board considers it appropriate, Party A may reply in writing to the other party's response in clause 1.2 within the time allowed by the Dispute Avoidance Board.
- 1.4 If the Dispute Avoidance Board decides further information or documentation is required for the determination of the Dispute, the Dispute Avoidance Board may direct one or more parties to provide such further submissions, information or documents as the Dispute Avoidance Board may require.
- 1.5 The Dispute Avoidance Board must disclose to both parties all submissions, further submissions, information and documents received.
- 1.6 Any failure by a party to make a written submission, will not terminate or discontinue the decision making process.

2. Conference

- 2.1 Either party may, in writing, request the Dispute Avoidance Board to call a conference of the parties. Any such request shall include a summary of the matters the party considers should be included in the conference.
- 2.2 If neither party requests the Dispute Avoidance Board to call a conference, the chairperson of the Dispute Avoidance Board may nevertheless call a conference if they think it appropriate.
- 2.3 Unless the parties agree otherwise, the conference will be held at the Construction Site.
- 2.4 At least five days before the conference, the Dispute Avoidance Board must inform the parties in writing of the date, venue and agenda for the conference.
- 2.5 The parties must appear at the conference and may make submissions on the subject matter of the conference. If a party fails to appear at a conference of which that party had been notified under clause 2.4, the Dispute Avoidance Board and the other party may nevertheless proceed with the conference and the absence of that party will not terminate or discontinue the decision making process.
- 2.6 The parties:
- (a) may be accompanied at a conference by legal or other advisers; and

- (b) will be bound by any procedural directions as may be given by the Dispute Avoidance Board in relation to the conference both before and during the course of the conference.

2.7 The conference must be held in private.

2.8 If agreed between the parties, transcripts of the conference proceedings may be taken and made available to the Dispute Avoidance Board and the parties.

3. The Decision

3.1 As soon as possible after receipt of the submissions or after any conference and, in any event not later than 30 Business Days after completion of submissions and any conference under clause 2 above relating to the referral of a Dispute to the Dispute Avoidance Board under clause 15.3 of the TSC Project Deed (or such other period as the parties may agree), the Dispute Avoidance Board must:

- (a) determine the Dispute between the parties; and
- (b) notify the Parties of that decision.


3.2 The decision of the Dispute Avoidance Board must:

- (a) be in writing stating the Dispute Avoidance Board's decision and giving reasons;
- (b) be made on the basis of the submissions (if any) of the parties, the conference (if any), and the Dispute Avoidance Board's own expertise; and
- (c) meet the requirements of the TSC Project Deed.

3.3 If the Dispute Avoidance Board's decision contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a material mistake in the description of any person, matter or thing, or a defect in form, the Dispute Avoidance Board must correct the decision.

4. Modification

4.1 These rules may be modified only by agreement of the Principal and the TSC Contractor.





Terry Sleiman - TJHDJV
North West Rail Link TSC/Works
THISS ERAC DRAGADOS
Joint Venture

APPENDIX 3

Schedule of Fees and Disbursements

Item	Work/Scope/Description	Fee Arrangement	Fee Rate (excl. GST)		
			R.Finlay Chair	G. Peck	B. Tozer
1.	Routine DAB Meetings (nominal frequency of 2-3 month intervals)	Daily fee, normal meeting duration on site of approximately one day, including travel time and preparation			
2.	Monthly Retainer for initial review of contract documentation, routine review of Project Documentation (minutes, reports and the like), preparation for DAB meetings and internal communications between DAB members	Monthly fee for all non-meeting months			
3.	Dealing with dispute referrals, research and incidental matters relating to potential and actual disputes referred to the DAB	Hourly fee			
4.	Special travel expenses and reasonable out-of-pocket expenses.	This item is only required if special travel is required for specific purposes, other than normal site inspections	To be approved by the parties in advance and reimbursed at cost, supported by receipts.		
5.	Escalation provision	Annual adjustment commencing on 1 July 2014	3% per annum		


Terry Sleiman - TJHDJV
North West Rail Link


Schedule 37 - Transitional Handover Services

Clauses 1.1 and 11.14

Where the Principal's Representative gives a notice under clause 11.14(a) for a Portion, the Transitional Handover Services to be performed by the TSC Contractor in respect of that Portion comprise the general Transitional Handover Services described in clause 1 of this Schedule 37 and the relevant Transitional Handover Services for the Portion as described in clause 2 of this Schedule 37.

1. General Transitional Handover Services

- (a) Continuing to comply with the obligations under clause 2.16 of this deed by fulfilling the role of "principal contractor" (as that term is defined in clause 2.16(a) of this deed).
- (b) Any activities required to ensure that:
 - (i) the Portion itself, and the Portion together with any previously completed Portions, remains fit for its intended purposes; and
 - (ii) the Portion remains ready for OpCo to take over the Portion.
- (c) Continuing to comply with all obligations of the TSC Contractor that relate to access to the relevant parts of the Construction Site, including the obligations under clause 3.3 of this deed and any relevant obligations under the Site Access Schedule.
- (d) Without limiting clause 3.3 of this deed or any obligations under the Site Access Schedule:
 - (i) securing and protecting all relevant areas of the Portion; and
 - (ii) keeping all relevant areas of the Portion clean, including removing rubbish, litter, graffiti and surplus material.
- (e) Maintaining and (to the extent applicable) operating any Handover Works related to the Portion.
- (f) Regular inspection, lubrication, adjustment, cleaning, replacement of parts (including drains, screens and filters).
- (g) Any activities provided for in the relevant Asset Management Information that must be carried out at a time that occurs before the relevant Portion Handover Date.
- (h) Continuing to comply with, carry out and fulfil the conditions and requirements of all relevant Approvals (including, including, where relevant, ongoing monitoring).
- (i) All activities required to obtain and maintain any Approval required for the performance of the Transitional Handover Services and complying with, carrying out and fulfilling the conditions and requirements of any such Approval.
- (j) Payment of any costs in connection with Utility Services associated with the performance of the Transitional Handover Services.
- (k) Replacement of parts and consumables, including water treatment chemicals and supplies, used during the performance of the Transitional Handover Services.

- (1) Providing safe and convenient access to the relevant parts of the Construction Site to the Principal's Representative and any person authorised by the Principal.

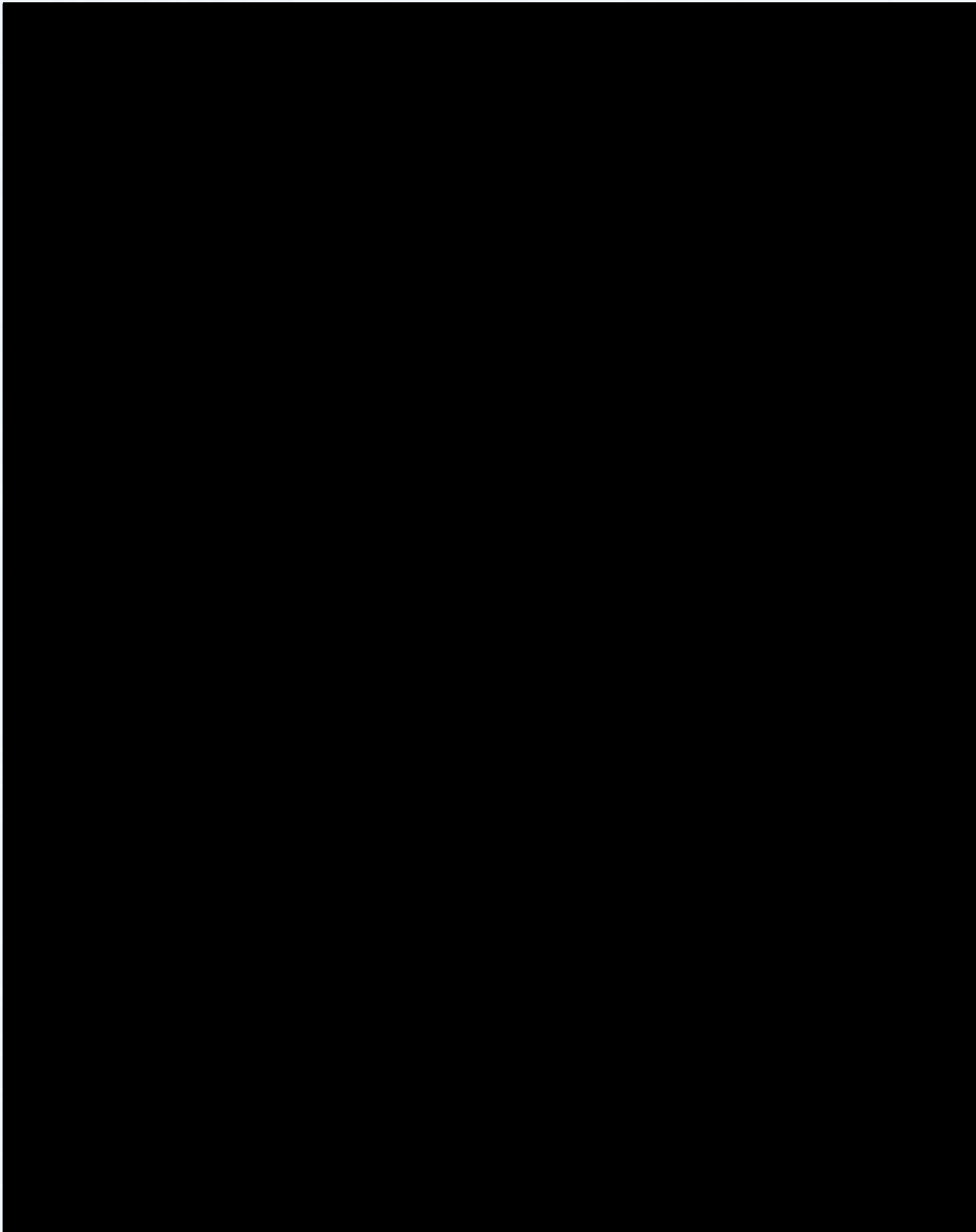
2. Transitional Handover Services for the Portion

Nil.


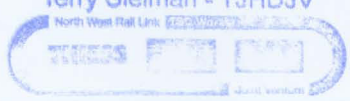


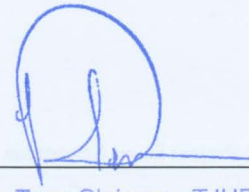
Terry Sleiman - TJHDJV
North West Rail Link TSC Works
THIASS
Joint Venture

Schedule 38 - Pre-Agreed Changes



Legal\305571798.16
TSC Project Deed - Schedule 38
CONFIDENTIAL


Terry Sleiman - TJHDJV
North West Rail Link




Terry Sleiman - TJHDJV



Schedule 40 - Form of Interface Contractor Deed Poll

Clause 2.16(b)

This Deed Poll made the _____ day of 20____

In favour of: **[insert details] (ABN [insert details]) of [insert details]**

(Principal Contractor)

Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee Street, Chippendale NSW 2008

(TfNSW)

Given by: **[insert details] (ABN [insert details]) of [insert details]**

(Interface Contractor)

Recitals

- A. By a contract dated **[insert date] (Contract)** between TfNSW and the Principal Contractor, the Principal Contractor agreed to design and construct certain works (**TSC Works**), on the land more particularly described in the Contract (the **Construction Site**).
- B. The Interface Contractor has been appointed under a contract (**Interface Contract**) to undertake certain works on the Construction Site (**Interface Contractor Work**).
- C. For the purposes of the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2011 (NSW) (together, the **WHS Legislation**), the TSC Works and the Interface Contractor Work are a 'construction project' within the meaning of the WHS Legislation.
- D. Under the Contract, TfNSW engaged the Principal Contractor as principal contractor and authorised the Principal Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- E. Under the provisions of the Contract, TfNSW is required to procure the provision of this Deed Poll from each Interface Contractor (as that term is defined in the Contract) that undertakes Interface Contractor Work (as that term is defined in the Contract).

This Deed Poll provides

- 1. In consideration of the Principal Contractor accepting this Deed Poll, the Interface Contractor agrees that:
 - (a) the Interface Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the Principal Contractor with respect to work health and safety;
 - (b) the Interface Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Principal Contractor so that the Principal Contractor discharges its obligations as principal contractor;
 - (c) the Interface Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Principal Contractor, TfNSW

and all other persons who have a work health and safety duty in relation to the same matter;

- (d) the Interface Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Principal Contractor while on the Construction Site;
- (e) the Principal Contractor may exclude the Interface Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;
- (f) the Principal Contractor may direct the Interface Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
- (g) where high risk construction work is to be carried out in the performance of the Interface Contractor Work, the Interface Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to TfNSW and the Principal Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the Principal Contractor, suspend the performance of any high risk construction work;
- (h) the Interface Contractor shall in carrying out the work under the Interface Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
- (i) in its contracts with subcontractors, the Interface Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Interface Contractor under this Deed Poll.

2. The Interface Contractor indemnifies the Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Principal Contractor as a result of:

- (a) any failure by the Interface Contractor to comply with any direction given by the Principal Contractor in accordance with this Deed Poll; or
- (b) any breach by the Interface Contractor, any of its subcontractors or their respective personnel of:
 - (i) their respective contractual or legislative work health and safety obligations; or
 - (ii) the provisions of this Deed Poll.

3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

Executed as a deed poll

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

Signature of director

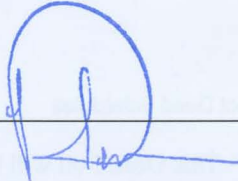
Signature of company secretary/other director

Full name of director

Full name of company secretary/other director

Terry Sleiman - TJHDJV





Terry Sleiman - TJHDJV
 North West Rail Link TSC Works
 THIES | | DRAGADOS
 Joint Venture

Schedule 41 - Deed of Novation

Schedule 13

Deed of novation

Deed of Novation made at

on

Parties [("Retiring Party")] ABN [] of []

[("Continuing Party")] ABN [] of []

[("Substitute Party")] ABN [] of []

Recitals

- A. The Retiring Party and the Continuing Party are parties to the Contract.
- B. The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms and conditions of this deed.
- C. The Continuing Party has agreed to the novation of the Contract on the terms and conditions of this deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Defined terms in the Contract have the same meanings in this deed, unless the contrary intention appears.

In this deed:

"Claim" means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

"Contract" means the agreement between the Retiring Party and the Continuing Party [described in the Schedule *or insert description here*].

"Contract Guarantees" means the guarantees issued or required to be issued under the Contract in respect of the performance by a party to the Contract, by a bank or insurer and/or, where required by the Contract, by a Related Entity of that party.

"Effective Date" means [*the date of this deed or the date agreed by the parties from which the novation will be effective*].

"GST" means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services) Act 1999* (Cth.).

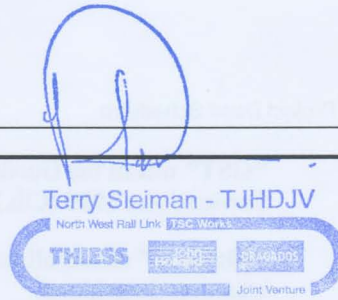
"Liability" means all liabilities, losses, Claims, damages, outgoing, costs and expenses of whatever description.

"Related Entity" has the meaning ascribed to that term in section 9 of the *Corporations Act 2001* (Cth.).

2. Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "**person**" includes an individual, the estate of an individual, a corporation, an 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 assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (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, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) 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;
- (j) "**includes**" in any form is not a word of limitation; and
- (k) a reference to "**\$**" or "**dollar**" is to Australian currency.



3. Novation

3.1 Novation

From the Effective Date:

- (a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and
- (b) any reference in the Contract to the Retiring Party shall be read as a reference to the Substitute Party.

3.2 Assumptions of rights and obligations

- (a) From the Effective Date the Substitute Party:
 - (i) will be bound by and shall comply with the terms of the Contract as amended by this deed, and shall enjoy the rights and benefits conferred on the Retiring Party under the terms of the Contract; and
 - (ii) will assume the obligations and Liability of the Retiring Party under the terms of the Contract,in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.
- (b) From the Effective Date the Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

3.3 Release by Continuing Party

From the Effective Date:

- (a) the Continuing Party releases the Retiring Party from:
 - (i) any obligation or Liability under or in respect of the Contract; and
 - (ii) (any action, claim and demand it has against the Retiring Party under or in respect of the Contract; and
- (b) this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract.

3.4 Release by Retiring Party

From the Effective Date the Retiring Party releases the Continuing Party from:

- (a) any obligation or Liability under or in respect of the Contract; and
- (b) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party under or in respect of the Contract,

except that nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract.

3.5 Insurance

From the Effective Date:

- (a) the Substitute Party must have in place insurances which replace the insurances required to be effected and maintained by the Retiring Party under the terms of the Contract; and
- (b) the Continuing Party must take the necessary steps to ensure that, for all insurances required to be effected by the Continuing Party under the terms of the Contract, the Substitute Party is named in place of the Retiring Party as required by the Contract.

3.6 Replacement of Guarantees

From the Effective Date the Substitute Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Continuing Party.

4. Overriding effect

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Contract relating to any requirement for consent to assignment of the Contract so far as any such provisions would apply with respect to the novation of the Contract to the Substitute Party.

5. Representations and warranties

5.1 Authority

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

5.2 Authorisations

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

5.3 Binding obligations

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

6. Duties, Costs and Expenses

6.1 Stamp Duty

The Substitute Party must pay all stamp duty, duties or other taxes of a similar nature (including but not limited to any fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed (except to the extent the terms of the Contract provide otherwise).



Terry Sleiman - TJHDJV

North West Rail Link TSC Works

TNIBSS

6.2 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

6.3 GST

- (a) 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 cost, 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.
- (b) If GST is payable on a supply made under this deed by an entity (**Supplier**), the party providing the consideration for that supply must, in addition to any other amounts payable under any provision of this deed, pay an additional amount equal to the GST payable by the Supplier on that supply. The additional amount must be paid, and the Supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause 6.3 have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999.

7. General

7.1 Governing Law

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

7.2 Jurisdiction

Each party irrevocably:

- (a) 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 to this deed; and
- (b) 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, if that venue falls within clause 7.2(a).

7.3 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

7.4 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 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.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

- (c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

7.5 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.

7.6 Severance

If at any time a provision of this deed 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 deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

7.7 Further acts and documents

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.

7.8 Assignment



A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.


Terry Sleiman - TJHDJV
North West Rail Link TSC Works

Joint Ventures

Schedule [if needed]

Contract
(clause 1.1)

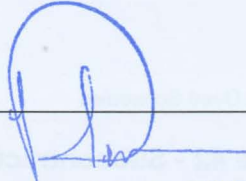
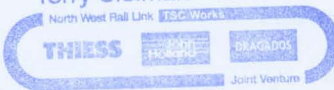
.....
.....


Terry Sleiman - TJHDJV
North West Rail Link / TSC Works

Joint Venture



Executed as a deed.

Executed by [Retiring Party and ABN] by or in the presence of:


 Terry Sleiman - TJHDJV
 North West Rail Link TSC Works


Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Executed by [Continuing Party and ABN] by or 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 by [Substitute Party and ABN] by or in the presence of:

Signature of Director

Signature of Secretary/other Director

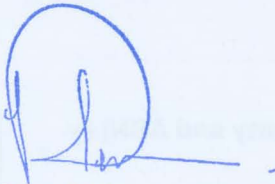
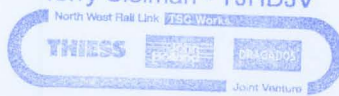
Name of Director in full

Name of Secretary/other Director in full

Schedule 42 - Subcontractors to provide warranties

Clause 8.11

None.


Terry Sleiman - TJHDJV
North West Rail Link TSC Works


List of Exhibits

Exhibit A - SWTC

Exhibit B - Site Access Schedule

Exhibit C - Overall D&C Program

Exhibit D - Project Planning Approval and EIS 2 Approval

Exhibit E - Form of Independent Certifier Deed

Exhibit F - Information Documents

Exhibit G - Deeds of Disclaimer

Exhibit H - Form of TSC-SVC Cooperation and Integration Deed

Exhibit I - Insurance Policies

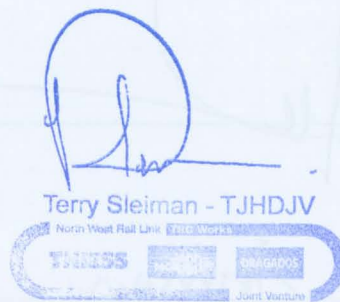
Exhibit J - Form of TSC-OTS Cooperation and Integration Deed

Exhibit K - Third Party Agreements

Exhibit L - Not used

Exhibit M - EPBC Act Approval

Exhibit N - Electronic Files

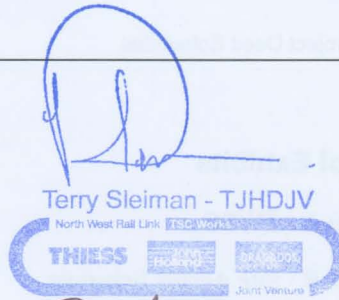


EXECUTED as a deed.

Executed by Transport for NSW (ABN 18 804 239 602) by its authorised delegate in the presence of:

[Signature]
Signature of witness

Kathryn McCormack
Full name of witness



[Signature]
Signature of [insert position] NWRL Project Director

Rodol Andrew Staples
Name of [insert position] NWRL Project Director

Signed, sealed and delivered for and on behalf of Thies Pty Ltd ABN 87 010 221 486 by its attorney under a power of attorney dated 5 June 2013 in the presence of:

[Signature]
Signature of witness

Danielle Brown
Full name of witness

[Signature]
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

[Signature]
Full name of attorney

Signed, sealed and delivered for and on behalf of John Holland Pty Ltd ABN 11 004 282 268 by its attorney under a power of attorney dated 8 April 2013 registered in New South Wales with Book 4649 No 359 in the presence of:

[Signature]
Signature of witness

Terry Sleiman
Full name of witness

[Signature]
Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

CHESTER JOHN EVANS
Full name of attorney

Signed, sealed and delivered for and on behalf of **Dragados Australia Pty Ltd ABN 20 151 632 665** by its attorney under a power of attorney dated 12 June 2013 in the presence of:

Signature of witness

Terry Sleiman
Full name of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

JULIAN GARR
Full name of attorney

