

ATTACHMENT 2

The State of Queensland

GoldLinQ 2 Pty Ltd

Gold Coast Light Rail
Stage 2 Works Deed

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Date 28 April 2016

Parties

The State of Queensland (the State) c/- The Department of Transport and Main Roads

GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000, (OF2)

Background

- A In 2006 the State approved the CDIMP for the GCRT.
 - B On 5 May 2011 the State entered into the Project Deed for the finance, design, construction, manufacture, installation, testing, commissioning, operation and maintenance of Stage 1 of the GCRT.
 - C This deed sets out the terms on which:
 - a. OF2 agrees to:
 - i. finance Stage 2; and
 - ii. design, construct, manufacture, install, test and commission the Stage 2 Works;
 - b. the State agrees to pay OF2 in accordance with this deed; and
 - c. the risks associated with delivery of Stage 2 are allocated as between the State and OF2.
 - D The Project Deed sets out the terms on which:
 - a. OF1 agrees to:
 - i. operate and maintain the System (including Stage 2 from the Date of Stage 2 Completion); and
 - ii. hand the System back to the State at the end of the Term; and
 - iii. assist the State with the planning for and implementation of any Future Stages (as required); and
 - b. the State agrees to pay OF1 for providing the Services, and how the associated risks are allocated as between the State and OF1.
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PART A – PRELIMINARY MATTERS

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Aboriginal Cultural Heritage has the meaning given to it in the *Aboriginal Cultural Heritage Act 2003* (Qld).

Acceptance Tests means those tests specified in the Acceptance Testing Plans.

Acceptance Testing means the carrying out of the Acceptance Tests.

Acceptance Testing Plans has the meaning given in the PSR.

Accommodation Works means:

- (a) those works described or specified as Accommodation Works in the PSR;
- (b) those works which are Nominated Accommodation Works (as defined in the Site Access Schedule (Stage 2));
- (c) the alteration, reinstatement and improvement of Accommodation Works Areas; and
- (d) all other works necessary to ensure that:
 - (i) the amenity of;
 - (ii) access to and egress from; or
 - (iii) the functionality of,
any property or structure affected by the Stage 2 Activities (including any property located outside of the Stage 2 Area which is affected by the Stage 2 Activities), is maintained to at least the standard that it was in immediately prior to OF2 obtaining access to the land (excluding fair wear and tear which would be reasonably expected to occur to that property or structure under ordinary use (disregarding the effects of the Stage 2 Activities)) including:
 - (iv) fencing work to separate the property located outside the Stage 2 Area from the property located within the Stage 2 Area;
 - (v) construction of access;
 - (vi) construction of drainage; and
 - (vii) reinstatement and landscaping.

Accommodation Works Areas means all public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including their associated road reserves, which:

- (a) are adjacent to;
- (b) connect to;
- (c) intersect;
- (d) cross; or
- (e) are in any way affected by,

the Stage 2 Works, including those sections of public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including any associated road reserves, as generally described as the "Returned Works Areas (TMR)", "Returned Works Areas (CoGC)" and "Returned Works Areas (QR)" in the plans which form part of the Site Access Schedule (Stage 2).

Account Bank Deed means the deed entitled "Gold Coast Light Rail - Account Bank Deed" between, among others, the account banks named in the deed, OF2 and Security Trustee, dated on or about Stage 2 Financial Close.

Accreditation means the approvals under the Rail Safety Act which are necessary for OF2 to carry out the Stage 2 Activities (including design and construction of the Stage 2 Works).

Actual Debt means the Financial Indebtedness of OF2 or Secure Co 2 under the Debt Financing Documents.

Additional Completion Payment means, in respect of an ECE Event after the Date of Stage 2 Completion, a payment equal to the portion of the relevant Estimated Cost Effect payable by the State to OF2 which OF2 has agreed to fund under this deed being an amount equal to the Receivables Purchase Price in respect of the Additional Receivables purchased by Secure Co 2 from the State under the Securitisation Agreement resulting from the ECE Event.

Additional Completion Payment Date means each date upon which the State is required to pay an Additional Completion Payment under **clause 18A.2**.

Additional Receivables has the meaning given in the Securitisation Agreement.

Adjustment Note has the meaning given in the GST Law.

AFC Design Documentation has the meaning given in **clause 13.7(p)(i)**.

Agent has the meaning given in the Debt Finance Side Deed.

Agreement to Licence (Stage 2) means the agreement between the State and OF2 in respect of the future grant of the System Site Licence (Stage 2), dated on or about the date of this deed.

Agreement to Sub-Licence (Stage 2) means the agreement between OF1 and OF2 in respect of the future grant of the System Site Sub-Licence (Stage 2), dated on or about the date of this deed.

Ancillary System Site Areas means the areas as generally described as the "Ancillary System Site Areas" in the plans which form part of the Site Access Schedule (Stage 2).

Applicable Cure Period has the meaning given in **clause 37.5**.

Approval means any licence, permit, consent, approval (including any approval, consent or determination issued under the EP Act, and any Accreditation), determination, certificate or exemption from or by any Authority or under any Law.

Artefacts means any fossils, bones, artefacts, coins, articles of antiquity, buildings, structures, natural features or other remains or objects or things of scientific, geological, historical, aesthetic, social, spiritual, cultural or archaeological interest or things otherwise of significance, including any items of cultural heritage significance and Aboriginal Cultural Heritage.

As-built Information has the meaning given in the PSR.

Asset has the meaning given in the PSR.

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee or advisor of that person or that Related Body Corporate which:

(a) in the case of OF2:

- (i) other than as set out in paragraph (ii), includes each Group Member, each Core Contractor, each Significant Contractor, each Designer, the Equity Investors, and their respective Associates; and
 - (ii) does not include the State or any of its Associates, the Independent Verifier or OF1; and
- (b) in the case of the State:
 - (i) subject to **paragraph (iii)**, includes CoGC and DTMR;
 - (ii) includes the Associates of CoGC and DTMR (including any contractor engaged by or on behalf of DTMR to install or maintain the ETS or collect fare revenue from the ETS); and
 - (iii) does not include OF2, OF1 or their respective Associates, the Public Bus Operator, the operator of the Night Bus Services (as defined in the PSR), the V8 Supercar Event Promoter, the Commonwealth, TMR (South Coast Region) in its capacity as network manager for the main roads network, QR or the Independent Verifier.

Authority means:

- (a) any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality; or
- (b) any other person (other than a private land owner in its capacity as a private land owner) who:
 - (i) has a right to impose a requirement, or whose consent is required, under Law with respect to any part of the Stage 2 Activities; or
 - (ii) has jurisdiction over or ownership of, or who provides, any PUP, the PUP Works, any Accommodation Works Areas or the Accommodation Works (but for the avoidance of doubt, does not include OF2 or the D&C Contractor (Stage 2)).

Bank Bill means a bill of exchange (as defined in the *Bills of Exchange Act 1909* (Cth)) that has been accepted by a bank authorised under a law of the Commonwealth of Australia or any state to carry on banking business.

Bank Bill Rate means, in respect of a period, the rate, expressed as a yield per cent per annum (rounded up, if necessary, to 4 decimal places) that is quoted as the average bid rate on the Reuters monitor system page "BBSY" (or any page that replaces that page) at about 10.10am (Brisbane time) on the first day of the relevant period for which the rate is sought, for Bank Bills that have a tenor in months which is closest to the period, provided that if there is a manifest error in the calculation of that average bid rate or if no average bid rate is so published for Bank Bills of that tenor by about 10.30am, then the Bank Bill Rate will be the bid rate specified by the non-defaulting party reasonably, acting in good faith, having regard to the rates otherwise bid for Bank Bills having a tenor as described above at or around that time.

Base Case Equity Return means, at any time, the nominal after tax blended internal rate of return to Equity Investors (which is after tax paid or payable on project cash flows by OF2, and is before any tax paid or payable by Equity Investors), expressed as a percentage, as stated in the Base Case Financial Model at <S2Summary> cell M30.

Base Case Financial Model means the base case scenario in the financial model of OF1 and OF2 for the Project and Stage 2, and relevant assumptions, information, data files and output analysis routines used by or incorporated in the financial model, in the form agreed with the State at Stage 2 Financial Close and provided to the State under **clause 2.2(b)**, as updated from time to time in accordance with **clause 33**.

Beds and Banks means (in relation to a Waterway) the land that is normally covered by the water of the Waterway, whether permanently or intermittently, regardless of frequency, but does not cover adjoining land from time to time which is covered by water in a flood event.

Business Day means any day in Queensland other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

Business Hours means between 9.00am and 5.00pm on a Business Day.

Capital Expenditure means, at any time, expenditure which would be classified as capital expenditure in accordance with the then current Australian accounting standards issued by the Australian Accounting Standards Board on behalf of the professional accounting bodies.

Carbon Emissions Law means any Law that directly relates to renewable energy or carbon emissions, including:

- (a) the *Renewable Energy (Electricity) Act 2000* (Cth), the *Renewable Energy (Electricity) (Large-scale Generation Shortfall Charges) Act 2000* (Cth) and the *Renewable Energy (Electricity) Regulations 2001* (Cth); and
- (b) any Legislation enacted for the purpose of a tax in respect of, or reducing growth in, greenhouse gases (including carbon dioxide, methane, nitrous oxide, perfluorocarbons, hydro fluorocarbons and sulphur hexafluoride), including any Legislation enacted to give effect to the proposed "Australian Emissions Trading Scheme" identified in the Commonwealth Government's "Carbon Pollution Reduction Scheme Green Paper" issued in July 2008 (whether in the form contemplated by that paper or otherwise).

CDIMP means the "Concept Design and Impact Management Plan" for the GCRT Network dated March 2009 together with its supplements and addendums.

Certificate of Returned Facility Completion means, in respect of a Returned Facility, a certificate substantially in the form required by the Certification Schedule certifying that Returned Facility Completion has been achieved for that Returned Facility.

Certificate of Stage 2 Completion means a certificate substantially in the form required by the Certification Schedule certifying that Stage 2 Completion has been achieved.

Certificate of Stage 2 Close Out means a certificate substantially in the form required by the Certification Schedule certifying that Stage 2 Close Out has been achieved.

Certification Schedule means **schedule 2** (*Certification Schedule*).

Change in Codes and Standards means a change in Codes and Standards taking effect after the date of this deed.

Change in Control means, in respect of an entity, any event occurs such that a change occurs in the Control of that entity.

Change in Environmental Law means the introduction of an Emissions Trading Scheme or any associated amendment, repeal, change or enactment of a Carbon Emissions Law.

Change in Law means:

- (a) the amendment, repeal or change after the date of this deed of any Law existing at the date of this deed;
- (b) the enactment of any new Law after the date of this deed;
- (c) a change in the way a Law is applied as a result of a binding decision of a court or tribunal of competent jurisdiction which reverses, overrides or refuses to follow an earlier binding decision of a court or tribunal of competent jurisdiction where that earlier decision existed on the date of this deed; or
- (d) a Change in Codes and Standards, to the extent OF2 is required to comply with that change under **clause 22.4**,

but excluding:

- (e) any amendment, repeal or change of the *Income Tax Assessment Act 1936* (Cth), the GST Law or the *Income Tax Assessment Act 1997* (Cth);
- (f) any amendment, repeal, change or enactment of any Law, or any Code or Standard, which, as at the date of this deed:
 - (i) was published or of which public notice had been given (even as a possible amendment, repeal, change or enactment); or
 - (ii) a party experienced and competent in the delivery of works and services similar to the Stage 2 Works or the Stage 2 Activities (as applicable) would have reasonably foreseen or anticipated,in substantially the same form as the amendment, repeal, change or enactment eventuating after the date of this deed, other than a Change in Law by reason of the introduction of an Emissions Trading Scheme or any associated amendment, repeal, change or enactment of a Carbon Emissions Law; and
- (g) any amendment, repeal, change or enactment of any Law, or any Code or Standard, effected in response to an illegal act or omission by OF2 (not including an act or omission which became illegal as the result of the amendment, repeal, change or enactment).

Change in Railway Law means a Change in Law relating specifically to:

- (a) any Light Rail Legislation; or
- (b) the Tariff Concession Order (reference no TC 0500954) published in the Commonwealth of Australia Gazette no TC 05/15 dated 13 April 2005.

Change Notice has the meaning given in **clause 15.8(b)(i)**.

CHMP means the Cultural Heritage Management Plan for Stage 2, approved under the *Aboriginal Cultural Heritage Act 2003* (Qld), dated 7 April 2016.

Claim includes any claim, action, demand or proceeding including for payment of money (including damages) or for an extension of time:

- (a) under, arising out of, or in any way in connection with, a Stage 2 Document;

- (b) arising out of, or in any way in connection with, any task, fact, matter, thing or relationship connected with Stage 2, the Stage 2 Activities or either party's conduct prior to the date of this deed; or
- (c) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution, including restitution based on unjust enrichment.

Codes and Standards means:

- (a) the codes, standards, specifications, policies and guidelines specified in the PSR (including attachment 1 to the PSR Introduction), and any relevant Standards Australia codes, standards, specifications, policies and guidelines, current as at the date of this deed; and
- (b) if and to the extent there is no relevant:
 - (i) code, standard, specification or guideline specified in the PSR; or
 - (ii) Standards Australia code, standard, specification or guideline, relevant international codes, standards, specifications and guidelines current as at the date of this deed,

and in each case being a code, standard, specification or guideline:

- (c) with which OF2 is required to comply pursuant to the terms of this deed or the Stage 2 Works Deed; and
- (d) which is not Legislation.

CoGC or GCCC means the City of Gold Coast or Gold Coast City Council.

Commercially Sensitive Information means any information identified in or of the type referred to in **schedule 11** (*Commercially Sensitive Information*).

Commissioner has the same meaning given in the GST Law.

Common Terms Deed means the document of that name between, among others, OF2, Secure Co 2, Hold Co, Hold Co 2, each swap bank named in that document, the Security Trustee and the Agent, dated on or about the date of Stage 2 Financial Close.

Commonwealth Games means the 2018 Gold Coast Commonwealth Games.

Commonwealth Games Constraints means the Special Conditions in the Site Access Schedule (Stage 2) in relation to the Commonwealth Games, including the Special Conditions which provide that certain parcels of land will not form part of the Construction Site during the Commonwealth Games and for defined periods before and after the Commonwealth Games.

Communications and Stakeholder Plans means each of the Project Plans required under annexure 13 (Communication and Stakeholder Requirements) of the PSR (including the Communications and Stakeholder Management Strategy, Communications Plan, Stakeholder Management Plan, Marketing Plan and Queensland Charter for Local Content) as updated from time to time in accordance with **clause 7**.

Community Requirements means all safeguards and measures necessary to mitigate the effect on the community of the Stage 2 Activities, including those

identified in annexure 13 (Communications and Stakeholder Management Requirements) of the PSR, the Communications and Stakeholder Plans and the Traffic Management Plan, or required by any Approval.

Compensation Event means each of:

- (a) a breach by the State of its obligations under a Stage 2 Document which adversely affects the ability of OF2 to perform any of its obligations or exercise any of its rights under the Stage 2 Documents;
- (b) a breach by CoGC of its obligations under the Council Direct Deed, which adversely affects the ability of OF2 to perform any of its obligations or exercise any of its rights under the Stage 2 Documents;
- (c) a failure by the State to give to OF2 the right to access a part of the Construction Site on or before the Site Access Date for the relevant part of the Construction Site in accordance with the relevant Site Access Schedule (Stage 2);
- (d)
 - (i) damage to the Stage 2 Works or the System; or
 - (ii) unreasonable interference with the Stage 2 Activities, directly caused by a third party contractor engaged by or on behalf of the State in carrying out Proximate Works, provided that OF2 has fully complied with all of its obligations under **clauses 8.12 and 12.7** in relation to the works which gave rise to such damage or unreasonable interference;
- (e) the exercise of any Step-In Rights or the taking of any Required Action by the State which is taken other than as a result (directly or indirectly) of any:
 - (i) negligence, Wilful Misconduct, breach or default of OF2 or its Associates; or
 - (ii) negligence, Wilful Misconduct, breach or default of OF1;
- (f) a legal challenge in relation to a Key Approval or the modification, withdrawal, revocation, suspension, invalidation or replacement of a Key Approval, unless the legal challenge, modification, withdrawal, revocation, suspension, invalidation or replacement relates to or arises out of or in connection with:
 - (i) legal action brought by or on behalf of OF2 or its Associates;
 - (ii) legal action brought by or on behalf of OF1; or
 - (iii) any failure of the Stage 2 Works or the System to comply with all Approvals;
- (g) a Native Title Claim resulting in OF2 or the D&C Contractor (Stage 2) being directed, ordered or required by the State, a court or tribunal to suspend or cease to perform any of the Stage 2 Activities (or to change the way it does so);
- (h) the discovery of an Artefact on or under the surface of the Stage 2 Area resulting in OF2 or the D&C Contractor (Stage 2) being directed, ordered or required by the State, a court or tribunal or by Law to suspend or cease to perform any of the Stage 2 Activities (provided that, to the extent that the discovery of the Artefact occurs during the D&C Phase, OF2 or the D&C Contractor (Stage 2) must be required to suspend or cease to perform the Stage 2 Activities, with respect to the relevant part of the Construction Site

on which the Artefact is discovered for a period of 30 days (in aggregate) or more);

- (i) a Qualifying Change in Law;
- (j) the remediation of Migrating Contamination within the Stage 2 Area by or on behalf of the State in accordance with **clause 11.3(c)(iii)(C)**, to the extent such remediation delays or prevents the performance of the Stage 2 Activities; and
- (k) destruction, loss or damage to the Stage 2 Works, the Stage 2 Area or the System, to the extent such destruction, loss or damage is the direct result of a fraudulent, unlawful or negligent act or omission of the State or any of its Associates.

Compensation Notice has the meaning given in **clause 22.3(a)**.

Completion Payment means each payment to be made by the State to OF2 for the Stage 2 Works that have been carried out by OF2 being an amount equal to the corresponding Receivables Payment payable by Secure Co 2 to the State under the Securitisation Agreement.

Completion Payment Date means, in respect of a Completion Payment, the date that the corresponding Receivables Purchase Payment payable by Secure Co 2 to the State is required to be made under the Securitisation Agreement.

Concept Design means the design for Stage 2 prepared by OF2 prior to the date of this deed and included in the PSR.

Concurrent Delay means the occurrence of an event (not being a Relief Event or Compensation Event) that delays the Stage 2 Works or the Stage 2 Activities and which:

- (a) occurs at the same time as a delay caused by a Relief Event or Compensation Event; and
- (b) causes an overlapping or concurrent delay to achieving Stage 2 Completion.

For the avoidance of doubt, the fact that there has previously been a delay to achieving Stage 2 Completion by the Date for Stage 2 Completion will not of itself constitute such an event.

Condition Precedent means a condition precedent to Stage 2 Financial Close, as set out in **schedule 1 (Conditions Precedent)**.

Condition Precedent Deadline Date means, in respect of a Condition Precedent, the date specified in **schedule 1 (Conditions Precedent)**.

Consolidated Group Tax Agreements has the meaning given in the Common Terms Deed.

Construction Documentation means the Design Documentation which OF2 is entitled to use for construction purposes in accordance with **clause 13.7(p)** and which meets the requirements set out in annexure 5 (Engineering Design Requirements) of the PSR.

Construction Drawdown Schedule means the drawdown schedule set out in **schedule 3 (Construction Drawdown Schedule)**.

Construction Facility has the meaning given in the Facility Agreement.

Construction Facility Commitment means the total amount available under the Construction Facility.

Construction Licence (Stage 2) has the meaning given in the Agreement to Licence (Stage 2).

Construction Site has the meaning given in the Site Access Schedule (Stage 2).

Contamination means the presence on, in, over or under land (including surface, subsurface and ground water) of a substance (including odours) or heat, sound, vibration or radiation at a concentration or intensity above the concentration or intensity at which the substance, heat, sound, vibration or radiation is normally or naturally present on, in, over or under that land (including surface, subsurface and ground water) in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment.

Contract Close occurs when this deed has been executed by the last party to execute it. The date of Contract Close is the same as the date of this deed.

Control means, with respect to an entity, the ability or capacity to determine the outcome of decisions about that entity's financial and operating policies.

Controlling Unit Holder means, in respect of any trust or managed investment scheme, any entity which:

- (a) Controls the trust or managed investment scheme (either directly or through one or more intermediary entities or trusts);
- (b) is in a position to cast, or Control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of unit holders of the trust or managed investment scheme (either directly or through one or more intermediary entities or trusts or managed investment schemes); or
- (c) holds more than one half of the units in the trust or managed investment scheme.

Core Contract means the D&C Contract, the D&C Contract (Stage 1) and the O&M Contract.

Core Contractor means the D&C Contractor, the D&C Contractor (Stage 1) and the O&M Contractor.

Core Contractor Side Deed means:

- (a) the Core Contractor Side Deed (Stage 2); and
- (b) any other Core Contractor Side Deed entered into in accordance with clause 48.2.

Core Contractor Side Deed (Stage 2) means the "Core Contractor Side Deed (D&C – Stage 2)" between among others, the State, OF2, the D&C Contractor, the D&C Guarantor and the Independent Certifier, dated on or about the date of this deed.

Corporate Tax Rate means the rate of tax declared by the *Income Tax Rates Act 1986* (Cth) (or equivalent Commonwealth legislation declaring the rates of income tax) in respect of taxable income derived by companies in the relevant year of income.

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

Council Direct Deed means the "Gold Coast Light Rail – Council Direct Deed (Stage 2)" between CoGC and OF2, dated on or about the date of this deed.

Council Interface Deed means the “Gold Coast Light Rail – Council Interface Deed (Stage 2)” between CoGC and the State, dated on or about the date of this deed.

Counterparty Details means, in respect of each person other than the State who is a party to a State Stage 2 Document:

- (a) a certified copy of its constitution (or other constituent documents);
- (b) in the case of a trustee, a certified copy of the trust deed of the trust it enters into the State Stage 2 Document as trustee for;
- (c) a certified copy of any powers of attorney under which the person executed each the State Stage 2 Document to which it is a party;
- (d) a certified copy of the extract of minutes evidencing the resolutions of its board of directors, authorising the entry into, delivery and observance of obligations under each the State Stage 2 Document to which it is a party; and
- (e) names and specimen signatures of the authorised officers of OF2, including the OF2 Representative and any other person authorised to take action or give notices for or on behalf of OF2 under the Stage 2 Documents.

CPI Indexed means, with respect to an amount, the amount must be adjusted in accordance with the indexation process detailed in **clause 54.1**.

Cure Plan has the meaning given in **clause 37.6(a)**.

D&C Best Practices means design, construction, commissioning and repair practices performed with the due skill, care and diligence which may reasonably be expected of a skilled professional suitably qualified in the performance of obligations similar to OF2's obligations under the State Stage 2 Documents so as to achieve a result consistent with Law, reliability, safety, protection of the Environment and the requirements of the State Stage 2 Documents. It includes everything reasonably necessary to ensure that:

- (a) the Stage 2 Works are designed and constructed in a manner safe to all people and the Environment;
- (b) the Stage 2 Works are constructed in accordance with the Construction Documentation;
- (c) the Stage 2 Works (other than the Temporary Works) are designed and constructed to ensure reliable long term and safe operation;
- (d) the Stage 2 Activities are performed by trained and experienced personnel utilising proper equipment, tools and procedures;
- (e) sufficient personnel are available and are adequately experienced and trained to carry out the Stage 2 Activities;
- (f) adequate materials, resources and supplies are available to ensure compliance with requirements of the State Stage 2 Documents under normal conditions and reasonably anticipated at normal conditions; and
- (g) the principle of continuous improvement is adhered to, that is, a commitment to continually improving the standards and quality of the design and construction of the Stage 2 Works (other than the Temporary Works) and the manner in which the Stage 2 Activities are carried out including a commitment to ensuring the design and construction of the Stage 2 Works (other than the Temporary Works) is carried out in a manner which at all

times remains consistent with all Laws, Codes and Standards and the State Project Documents.

D&C Contract means the Gold Coast Light Rail D&C Contract between OF2 and the D&C Contractor, dated on or about the date of this deed.

D&C Contract (Stage 1) means the Gold Coast Rapid Transit D&C Contract between OF1 and the D&C Contractor (Stage 1), dated on or about the date of the Project Deed.

D&C Contractor means CPB Contractors Pty Ltd (ACN 98 000 893 667).

D&C Contractor (Stage 1) means the unincorporated joint venture comprising Bombardier Transportation Australia Pty Ltd and MacDow.

D&C Contractor Tripartite Deed means the document of that name between, among others, OF2, the D&C Contractor and the Security Trustee, dated on or about the date of Stage 2 Financial Close.

D&C Guarantor means CIMIC Group Limited ACN 004 482 982 (or any person that becomes a D&C Guarantor in accordance with the D&C Contract).

D&C Interface Deed means the document of that name between OF1, OF2, the D&C Contractor and the O&M Contractor, dated on or about the date of this deed.

D&C Phase means the period commencing on the date of Stage 2 Financial Close and ending on the Date of Stage 2 Completion.

D&C Phase Progress Report means each progress report to be submitted by OF2 under clause 15.3(b).

D&C Program means the 'Integrated Program' as required by annexures 4 (D&C Program Requirements) and 17 (Contract Management Requirements) of the PSR or which the Independent Verifier otherwise reasonably requires, the initial version of which is attached to annexure 4 (D&C Program Requirements) of the PSR, as updated from time to time in accordance with clause 15.3(a).

Date for Stage 2 Close Out means the date 6 months after the Date of Stage 2 Completion, as may be extended under clause 15.8, 26 or 27.

Date for Stage 2 Completion means 31 December 2017, as may be amended under clause 15.8, 17.1(b)(v), 26 or 27.

Date of Completion has the meaning given in the Project Deed.

Date of Stage 2 Close Out means the date on which Stage 2 Close Out is achieved, as stated by the Independent Verifier in the Certificate of Stage 2 Close Out.

Date of Stage 2 Completion means:

- (a) if Stage 2 Completion is achieved prior to or on the Original Date for Stage 2 Completion, the Original Date for Stage 2 Completion; or
- (b) if Stage 2 Completion is achieved after the Original Date for Stage 2 Completion, the date on which Stage 2 Completion is achieved,

as stated by the Independent Verifier in the Certificate of Stage 2 Completion.

Day 1 Base Case Financial Model means the financial model for Stage 2 and relevant assumptions, information, data files and output analysis routines used by or incorporated in the financial model, prepared by OF2 in the form agreed with the State.

Day 1 Clause has the meaning given in **clause 2.1**.

Debt Finance Side Deed means the deed titled "Stage 2 Debt Finance Side Deed" dated on or about the date of Stage 2 Financial Close between the State, OF2, Secure Co 2, the Agent and the Security Trustee.

Debt Financiers means the providers of any facilities, financial arrangements or accommodation provided from time to time, in accordance with the Debt Financing Documents, to Secure Co 2 for the purposes of carrying out Stage 2 and may, where the context permits, include any agent or trustee of such Debt Financiers.

Debt Financing Documents means:

- (a) the Facility Agreement (including the guarantees in that agreement);
- (b) the Common Terms Deed;
- (c) each Swap Agreement;
- (d) the Security Trust Deed;
- (e) the Inter-Stage Security;
- (f) the Inter-Stage Security Sharing Deed;
- (g) the Refinancing Coordination Deed;
- (h) the Account Bank Deed;
- (i) each Debt Financiers' Security (as that term is defined in the Debt Finance Side Deed);
- (j) the D&C Contractor Tripartite Deed;
- (k) the On-Loan Agreement;
- (l) Project Co Hedge Agreement (as defined in the Common Terms Deed);
- (m) the Securitisation Agreement;
- (n) the Payment Directions Deed;
- (o) the Payment Certifier Deed;
- (p) any fee letters entered into in respect of the foregoing;
- (q) any document entered into in relation to any Refinancing in accordance with **clause 44**; and
- (r) any other document that the parties agree is a Debt Financing Document for the purposes of this deed.

Default Notice has the meaning given in **clause 37.4**.

Default Rate means, in respect of a period, a rate equivalent to 2% per annum above the Bank Bill Rate for that period.

Defect means:

- (a) any defect, deficiency, fault, error or omission in the Stage 2 Works or the System or, for the purposes of **clause 18**, a Returned Facility; or
- (b) any:
 - (i) cracking, shrinking, movement or subsidence in the Stage 2 Works or the System or, for the purposes of **clause 18**, a Returned Facility; or
 - (ii) other aspect of the Stage 2 Works or the System or, for the purposes of **clause 18**, a Returned Facility,

which is not in accordance with the requirements of the State Stage 2 Documents (but excluding any normal shrinkage of materials unless that shrinkage would have been accommodated for in accordance with D&C Best Practices).

Defects Liability Period has the meaning given in **clause 18**.

Deferred Equity Commitment Deed has the meaning given in the Common Terms Deed.

Depot has the meaning given in the Project Deed.

Depot Upgrade Works Site has the meaning given in the Agreement to Licence (Stage 2).

Design Documentation means all design documentation (including all draft and final design standards, design reports, durability reports, drawings, specifications, manuals, designs, models, samples, patterns and calculations) in computer readable and written forms, or stored by any other means, which OF2 or any other person creates, or is required to, or must necessarily, create, in performing the Stage 2 Activities, including:

- (a) the design of the Temporary Works; and
- (a) the Construction Documentation,

but excluding the Excluded Documentation (LRV) and Excluded Documentation (Control System).

Design Documentation (CoGC Stage 2) has the meaning given in the Council Direct Deed.

Design Documentation (QR) has the meaning given in the QR Interface Deed.

Designer means each entity responsible for preparing the design for a particular element of the Stage 2 Works.

Designer Direct Deed means any direct deed entered into between the State, OF2, the D&C Contractor, the Independent Verifier and a Designer in accordance with **clause 6.5**, substantially in the form set out in Part C of **schedule 10** (*Pro Forma Documents*).

Design Life has the meaning given in the PSR.

Design Limitation means, in respect of a Design Package, a design limitation specified in a certificate issued under **clause 13.8A**.

Design Management Plan means the Project Plan of that name required under annexure 5 (Engineering Design Requirements) of the PSR, as updated from time to time in accordance with **clause 7**.

Design Package means the Design Documentation for each discrete component or package of the Stage 2 Works (including each Returned Facility).

Design Stage means each of Design Stage 1 and Design Stage 2.

Design Stage 1 means the preliminary design stage for each Design Package when the Design Documentation for that Design Package is sufficient to show the intended integrated design of the Stage 2 Works and other major infrastructure requirements.

Design Stage 2 means the fully detailed design stage for each Design Package when the Design Documentation for that Design Package is:

- (a) complete;
- (b) fully integrated with the overall design, any Design Stage 2 Design Documentation which has been submitted to (and not rejected by) the Independent Verifier and any Construction Documentation;
- (c) appropriate for construction;
- (d) sufficient to enable OF1 to meet its obligations under the State Project Documents in respect of the Operations Phase (as defined in the Project Deed) (including with respect to safety, reliability and maintenance); and
- (e) compliant with all other requirements of the State Stage 2 Documents.

Development Assessment Protocol means the protocol of that name issued by DTMR to OF2 and dated on or about the date of this deed.

Dispute has the meaning given in **clause 49.1**.

Distribution means any:

- (a) dividend, return of capital or other distribution or payment (in cash or in kind), in respect of the share capital of OF2 or shareholder loans (or other loans in the nature of equity funding) to, or for the benefit of OF2;
- (b) release by OF2 of any actual or contingent liability of any Equity Investor (or any Related Body Corporate of an Equity Investor) which is not on arms length commercial terms;
- (c) payment, loan or transfer of any assets by OF2 to any Equity Investor (or any Related Body Corporate of any Equity Investor) which is not on arms length commercial terms; or
- (d) surrender by OF2 of losses or other amounts available for group relief unless full payment of an amount equal to the amount surrendered multiplied by the Corporate Tax Rate is made at the date of the surrender.

DTMR means the Queensland Department of Transport and Main Roads.

ECE Event means any event for which OF2 will be entitled to be paid the Estimated Cost Effect in accordance with the Estimated Cost Effect Schedule, which may include (unless specified otherwise in this deed):

- (a) a Compensation Event;
- (b) a Modification (including any Minor Works); and
- (c) any Proximate Works.

Emissions and Energy Data means:

- (a) NGERs Data; and
- (b) any other data, information, records and reports concerning environmental emissions or energy production, use, consumption or efficiency, of the type that any person may be required by any Law (other than the NGER Legislation) to keep or to provide to any Authority.

Emissions Trading Scheme means a binding scheme or arrangement introduced (whether in Australia or otherwise) for the purposes of reducing emissions of carbon dioxide and/or other pollutants and which imposes obligations or financial incentives on its participants for the achievement of reductions in such emissions.

Employee Relations Management Plan means the Project Plan of that name required under annexure 17 (Contract Management Requirements) of the PSR, as updated from time to time in accordance with **clause 7**.

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

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

Environmental Hazard means a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics.

Environmental Management Plans means the D&C EMP, the O&M EMP and the Sustainability Plan (each as defined in the PSR) (as applicable) required under annexure 2 (Environmental Management and Sustainability Requirements) of the PSR, as updated from time to time in accordance with **clause 7**.

Environmental Notice means any notice (including any notice of an intention to issue an order under the EP Act), order or request for information issued by an Authority in respect of a matter concerning the Environment.

EP Act means the *Environmental Protection Act 1994* (Qld).

EPBC Approval means the Commonwealth Minister's decision under section 77A of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) made on 4 November 2015 in relation to Stage 2, including the referrals, conditions and commitments associated with the decision.

Equity means all ordinary share and ordinary unit capital in, or the subordinated debt which is, in substance, equivalent to ordinary equity of, OF2.

Equity Contribution Account has the meaning given in the Common Terms Deed.

Equity Documents means:

- (a) the Deferred Equity Commitment Deed;
- (b) the Shareholders' Agreement;
- (c) each Deferred Equity LC (as defined in the Common Terms Deed);
- (d) the Subordinated Loan Agreement (as defined in the Common Terms Deed);
- (e) the Secure Co Hold Trust 2 Trust Deed;
- (f) the constitution of each Transaction Party (as defined in the Common Terms Deed); and
- (g) Consolidated Group Tax Agreements.

Equity Investor means a person who holds shares in a Holding Entity or who provides shareholder loans (or other loans in the nature of equity funding) to or for the benefit of OF2 or a Holding Entity.

Equity Investor Holding Company means:

- (a) in respect of Keolis SA, Groupe Keolis SAS;
- (b) in respect of Aveng Australia (GCRT) Pty Ltd, Aveng Limited;
- (c) in respect of IPP (Aust) Ltd, International Public Partnerships Ltd; and
- (d) in respect of Marubeni Australia Ltd and Marubeni GCLR 2 Pty Ltd, Marubeni Corporation.

Estimated Cost Effect means the cost effect of an event calculated in accordance with the Estimated Cost Effect Schedule.

Estimated Cost Effect Schedule means **schedule 4** (*Estimated Cost Effect*).

ETS means the electronic ticketing system for the System.

ETS Intellectual Property means all Intellectual Property associated with the ETS.

ETS Maintenance means all activities required to operate and maintain the ETS and to keep the ETS equipment in good operational order including On-call ETS Maintenance, ETS Preventative Maintenance, Replacement and Upgrades, but does not include First Line Maintenance, and shall include:

- (a) providing all labour, tools, materials and equipment, and the replacement and/or installation of all parts, software, components, supplies and equipment necessary to maintain the ETS equipment;
- (b) all inspection, adjustment, diagnosis, analysis, re-calibration, cleaning, lubrication, testing, sealing, replacement and replenishment of parts of ETS equipment and the repair of ETS equipment;
- (c) the replacement of any piece of ETS equipment which is visible to the public and which becomes deteriorated in appearance; and
- (d) all upkeep and cleaning services required to ensure that all ETS equipment and related facilities are kept to a high standard of cleanliness and acceptable appearance.

For the purposes of this definition:

- (e) **Replacement** includes the replacement of entire units, spare parts or consumables used in or forming part of the ETS equipment;
- (f) **On-call ETS Maintenance** means repair and maintenance work carried out on the ETS equipment as a result of a service call logged with the ETS Technical Support Service.

ETS Preventative Maintenance means the planned ETS Maintenance and routine servicing required by ETS equipment including the following activities:

- (a) routine functional equipment checks and inspections;
- (b) internal equipment and lubrication;
- (c) running diagnostic tests;
- (d) scheduled replacements, including removal and replacement of devices and modules;
- (e) reconfiguring parameters and installing software/firmware upgrades; and
- (f) on-going monitoring of software performance.

ETS Technical Support Service means the technical phone support services for the ETS equipment to be provided by the State to Operator Franchisee.

ETS Training Materials means materials in written, visual or any other form used to assist with the provision of training services for the ETS.

ETS Vandalism means an abuse of an item of ETS equipment by any person causing damage to an item of ETS equipment, including Major ETS Vandalism and Minor ETS Vandalism. A break and enter of ETS equipment is deemed to be an instance of ETS Vandalism.

Event of Default means any event specified in **clause 37.3**.

Event of Insolvency means:

- (a) a "controller" (as defined in section 9 of the Corporations Act), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 10 Business Days) is made to a court for an order, or an order is made, a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in **paragraphs (a) or (b)**;
 - (ii) winding up or deregistering a person;
 - (iii) proposing or implementing a scheme of arrangement;
 - (iv) any application (not withdrawn or dismissed within 10 Business Days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (v) a moratorium of any debts of a person;
 - (vi) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - (vii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,or any agreement or other arrangement of the type referred to in this **paragraph (c)** is ordered, declared or agreed to (other than in any of the circumstances in this **paragraph (c)** for the purposes of a solvent reconstruction or amalgamation on terms approved by the State);
- (d) as a result of the operation of section 459F(1) of the Corporations Act, a person is taken to have failed to comply with a statutory demand (as defined in the Corporations Act);
- (e) any writ of execution, garnishee order, mareva injunction or similar order, similar attachment or other similar process is made, levied or issued against or in relation to any asset of a person;
- (f) anything analogous to anything referred to in **paragraphs (a) to (f)** inclusive of this definition, or which has a substantially similar effect, occurs with respect to a person under any law; or
- (g) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts as and when they fall due.

Excluded Documentation (Control System) means design drawings for the manufacture of the control system known as the "CityFlo 150" but excluding:

- (a) any design drawings for the application, function or integration of that control system or any of its components, which are developed specifically for the Project and not for the usual manufacture of the "CityFlo 150" for any project;
- (b) As built Information (excluding Primary Part Drawings); and
- (c) any documentation, information or thing required by section 7 of Annexure 16, Part 1 of the PSR.

Excluded Documentation (LRV) means design drawings for the manufacture of the LRV known as the "Flexity 2" but excluding:

- (a) any design drawings for the application, function or integration of the LRV or any of its components, which are developed specifically for the Project and not for the usual manufacture of the "Flexity 2" for any project;
- (b) any documentation, information or thing required by section 4 of Annexure 7, Part 1 of the PSR;
- (c) As built Information (excluding Primary Part Drawings); and
- (d) any documentation, information or thing required by section 7 of Annexure 16, Part 1 of the PSR.

Executive Negotiator means, for each party, its chief executive officer (or his or her delegate, who must not be part of the Senior Project Group (Stage 2)).

Existing Operations means:

- (a) all infrastructure (including the existing infrastructure and the PUP, but excluding all infrastructure forming part of the Stage 2 Works) which is owned, operated or under the control of CoGC, DTMR, QR or any other person; and
- (b) the businesses and operations undertaken by CoGC, DTMR, QR or any other person,

on or in the vicinity of the Construction Site.

Expert Determination Agreement has the meaning given in **clause 49.4(b)**.

Expiry Date has the meaning given in the Project Deed.

Extra Land means the land and Waterways referred to in **clause 12.9(a)**.

Facility Agreement means the syndicated facility agreement between the Agent, the Debt Financiers and Secure Co 2, dated on or about Stage 2 Financial Close.

Final Frequent Breaches Notice means a notice issued under **clause 37.2(c)** which complies with the requirements of **clause 37.2(d)**.

Final Persistent Breach Notice means a notice issued under **clause 37.1(c)** which complies with the requirements of **clause 37.1(d)**.

Financial Audit Notice has the meaning given in **clause 41.8(a)**.

Financial Auditor has the meaning given in **clause 41.8**.

Financial Auditor's Report has the meaning given in **clause 41.8(d)**.

Financial Indebtedness means an obligation of a person (whether present or future, actual or contingent) to pay or deliver any money or commodity under or in respect of any financial accommodations, including under or in respect of any:

- (a) money borrowed or raised;

- (b) bill, promissory note or other financial instrument (whether or not transferable or negotiable);
- (c) lease, licence or other arrangement entered into primarily to raise finance or to finance the acquisition of any property (other than a lease, licence or arrangement which may be accounted for as an operating lease under any applicable generally accepted approved accounting principles in Australia); or
- (d) any arrangement which achieves the same or similar commercial effect as any of the above.

Fit for Purpose means:

- (a) meets, and is capable of meeting until the Expiry Date and for the applicable Residual Design Lives, each of the intended purposes as specified in, or ascertainable (acting reasonably) from, the State Stage 2 Documents for the design and construction of a light rail system, in each case as at the Date of Stage 2 Completion;
- (b) is capable of enabling OF1 to provide the O&M Activities under the Project Deed (as that document will be amended on the Date of Stage 2 Completion in accordance with the Modification Implementation Deed) for the duration of the Term so as to meet the performance standards set out in the Project Deed and the intended purposes as specified in, or ascertainable (acting reasonably) from, the State Project Documents and State Stage 2 Documents, in each case as at the Date of Stage 2 Completion; and
- (c) in relation to any Returned Works or Returned Facilities, meets and is capable of meeting for any applicable Residual Design Lives, each of the intended purposes as specified in, or ascertainable (acting reasonably) from, the State Stage 2 Documents for those works or facilities, in each case as at the date of the Returned Facility Handover Notice,

but does not extend to:

- (c) whether the requirements regarding service frequency specified in part 1 of annexure 14 (Operations and Customer Service Requirements) of the PSR are sufficient to meet actual patronage or the State's forecast patronage of the System; or
- (d) whether the configuration of the traffic intersections specified in attachment 1 of part 1 of annexure 5 of the PSR is sufficient to meet any growth in the volume of traffic for those intersections beyond that forecast in the Information Documents.

Force Majeure Event means the occurrence of a Relief Event which:

- (a) exists or occurs or the effects of which exist or occur, or can reasonably be expected to exist or occur, for a continuous period exceeding 180 days; and
- (b) directly causes or the direct and immediate effects of which cause either party to be unable to comply with a material part of its obligations under the State Stage 2 Documents,

and which:

- (c) has not occurred or arisen (directly or indirectly) as a result of or in connection with any action or omission (as the case may be), including any breach of obligations under any other Stage 2 Document, by OF2 or its Associates;

- (d) has not been caused by OF1's negligence, Wilful Misconduct, breach of default; or
- (e) is not, or ought not to have been, within the control of OF2 or its Associates.

Frequent Breach has the meaning given in **clause 37.2**.

Frequent Breaches Notice means a notice issued under **clause 37.2(a)** which complies with the requirements of **clause 37.2(b)**.

Future Stages means any extension of the System, which may include the future stages of the GCRT as set out in the CDIMP.

GCRT means the development of a light rail system for the Gold Coast (including GCRT (Stage 1), Stage 2 and the Future Stages) as conceptualised in the CDIMP.

GCRT Network means:

- (a) GCRT (Stage 1);
- (b) Stage 2, from the Date of Stage 2 Completion (as defined in the Stage 2 Works Deed); and
- (c) any Future Stage, once the Future Stage is operational.

GCRT (Stage 1) means section 2 (Griffith University to Southport) and section 3 (Southport to Broadbeach via Surfers Paradise) of the GCRT.

General Change in Law means a Change in Law that is not a Project Specific Change in Law.

GoldLinQ Interface Deed means the "GoldLinQ Interface Deed" between OF1 and OF2, dated on or about the date of this deed.

Greenhouse and Energy Data Officer means the Greenhouse and Energy Data Officer established under the NGER Legislation.

Gross Negligence means any negligent act or negligent omission resulting from a reckless and serious disregard of the consequences of a risk of which the relevant party was aware or ought reasonably to have been aware would result in loss being incurred by another party to this deed, but does not include an act or omission which occurs in the reasonable and honest attempt to discharge the relevant duty.

Group means OF2, Secure Co 2, Hold Co 2, each Holding Entity (including Hold Co), any wholly owned subsidiary of any of them and any Related Body Corporate which becomes a member of the Group pursuant to a consent given in accordance with **clause 47.7**, but does not include OF1, and **Group Member** means any of them.

GST has the same meaning given in the GST Law and includes any payment made under or in accordance with the *GST and Related Matters Act (Qld) 2000*.

GST Group has the same meaning given in the GST Law.

GST Law has the same meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

Hazardous Substance means any substance which would or might reasonably be expected to cause damage or injury to human beings, any property or the Environment.

Hold Co means GoldLinQ Holdings Pty Ltd ACN 147 811 425.

Hold Co 2 means GoldLinQ 2 Holdings Pty Ltd ACN 610 538 479.

Holding Entity means each company or trust which, directly or indirectly, holds all of the issued shares or units in OF2, and which is not itself wholly owned by any other entity.

Hold Point means a point beyond which a work process must not proceed without the authorisation or release of a designated authority.

Illegality Event means the occurrence of any of the following events:

- (a) OF2 or the D&C Contractor (Stage 2) ceases to hold an Approval (except in the case of a Key Approval, if the circumstances described in paragraph (g) of the definition of Compensation Event apply) or breaches an applicable Law, and such failure or breach is, in the opinion of the State, material to the performance of OF2's obligations under the State Stage 2 Documents;
- (b) any Stage 2 Document:
 - (i) being revoked, repudiated or terminated or ceasing to be legal, valid and binding and enforceable against OF2 or any other person (other than the State), other than as contemplated by or permitted in accordance with the Stage 2 Documents; or
 - (ii) becoming invalid, void or voidable in any material respect; or
- (c) it is or becomes unlawful for OF2 to perform any of its obligations under the Project Deed or the D&C Contractor (Stage 2) to perform any of their obligations under the Stage 2 Documents.

Increased State Risk Allocation means any increase in the risks for the State in relation to the Project solely as a result of entry into the Securitised Licence Structure.

Independent Certifier means SMEC Australia Pty Ltd (ABN 47 065 475 149) and GHD Pty Ltd (ABN 39 008 488 373), or any replacement independent certifier appointed in accordance with the D&C Contract.

Independent Certifier Deed means the document of that name between OF2, the D&C Contractor, the O&M Contractor and the Independent Certifier, dated on or about the date of this deed.

Independent Verifier means SMEC Australia Pty Ltd (ABN 47 065 475 149) and GHD Pty Ltd (ABN 39 008 488 373), or any replacement independent verifier appointed in accordance with clause 6.1(j).

Independent Verifier Deed means the deed so entitled dated on or about the date of this deed between the State, OF2 and the Independent Verifier.

Indirect or Consequential Loss means:

- (a) loss of opportunity, profit, anticipated profit, business, business opportunities or revenue, or any failure to achieve anticipated savings; or
- (b) any penalties under agreements other than the State Stage 2 Documents.

Industrial Action means industrial action of any description including industrial action involving:

- (a) the performance of work in a manner different from that in which it is customarily performed, or the adoption of a practice in relation to work, the result of which is a restriction or limitation on, or a delay in, the performance of work;

- (b) a ban, limitation or restriction on the performance of work, or acceptance of or offering for work; and
- (c) a failure or refusal by any person employed or engaged by OF2 or its Associates to attend for work.

Industrial Waste means any Waste arising from commercial, industrial or trade activities and any Waste containing substances or materials which are potentially harmful to human beings, any property or the Environment.

Information Documents means any information, data, document or material (in any format or medium including any electronic form and whether oral or written) which is:

- (a) referred to in **schedule 9** (*Information Documents*);
- (b) issued or made available by, or on behalf of, the State or the State to OF1 or OF2 in connection with the OF1 initiated Modification for Stage 2, or the Stage 2 Works or the System (including anything issued or made available through the State's data room), regardless of whether or not it was expressly classified or stated to be an "Information Document"; or
- (c) referred to, or incorporated by reference, in an Information Document unless such information, data, document or material is otherwise expressly stated to form part of this deed,

whether issued or made available:

- (d) in relation to GCRT (Stage 1), on, before or after the date of submission of the Stage 2 Proposal (including any such information, data, document or material made available as part of the expression of interest phase);
- (e) in relation to Stage 2, on, before or after the date of submission of the OF1 initiated Modification in relation to Stage 2 (including any such information, data, document or material made available as part of the expression of interest phase); or
- (f) on, before or after the date of this deed.

Insurance Proceeds means all moneys received under the D&C Phase contract works (material damage) insurance, but excluding any proceeds of delay in start up insurance or business interruption insurance.

Insurance Proceeds Account means the account referred to in **clause 36.9(a)**.

Insurances means the insurances required to be effected and maintained under **clause 36** and **schedule 7** (*Insurances*).

Inter-Stage Security has the meaning given in the Common Terms Deed.

Inter-Stage Security Sharing Deed means the deed so entitled dated on or about the date of Stage 2 Financial Close between the Security Trustee and Permanent Custodians Limited ACN 001 426 384.

Interchanges has the meaning given in the PSR.

IV Fee has the meaning given to the term "Fee" in the Independent Verifier Deed.

Key Approvals means:

- (a) the EPBC Approval; and
- (b) the CHMP.

Law means:

- (a) Legislation; and
 - (b) common law or principles of equity applicable in Queensland,
- but does not mean the terms of a contract.

Licensed Premises (Stage 2) has the meaning given in the Agreement to Licence (Stage 2).

Legislation means, in relation to Queensland or the Commonwealth of Australia:

- (a) any act of parliament or statute;
- (b) any subordinate legislation, rules, regulations or by-laws; and
- (c) any document, code, standard or policy issued under such legislation or delegated legislation with which OF2 is legally required to comply.

Light Rail Legislation means all statutes, regulations and other subordinate legislation in force or that come into force during the term of this deed in the State of Queensland in respect of public transport, including the *Transport Infrastructure Act 1994* (Qld), the *Transport Operations (Passenger Transport) Act 1994* (Qld), the *Transport Planning and Coordination Act 1994* (Qld), the *Transport Operations (TransLink Transit Authority) Act 2008* (Qld) and the *Transport (Rail Safety) Act 2010* (Qld) and all regulations and other subordinate legislation made under those Acts.

Loss means:

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

LRV has the meaning given in the PSR.

Marketing Plan has the meaning given to it in the PSR.

Materials means any equipment, plant, materials, fixtures, fittings, furniture, machinery, goods and parts.

Major ETS Vandalism means all damage that compromises the integrity or operation of any item of ETS equipment, or any major module or major component of any item of ETS equipment, to the extent that it requires removal from its place of installation for repair. Major modules or components include any doors or panel (side, top or bottoms) of a Smart Card interface device.

Migrating Contamination means Contamination which migrates on to the Stage 2 Area from outside the Stage 2 Area after the date of this deed, but does not include Contamination:

- (a) which could have been prevented or minimised by OF2 by the implementation of measures that would have been taken by a competent and experienced contractor to prevent or minimise such migration;
- (b) existing in, on or under the Stage 2 Area at the date of this deed; or
- (c) which is caused or contributed to by OF1 or its Associates or which OF1 is otherwise responsible for under clause 12.3(a) of the Project Deed.

Minor Defect means a Defect:

- (a) which does not prevent the Stage 2 Works or the System from being Fit for Purpose (or, in the case of Returned Works, does not prevent the Returned Works from being Fit for Purpose); and
- (b) which the Independent Verifier determines that OF2 has reasonable grounds for not promptly rectifying.

Minor ETS Vandalism means all vandalism that is not Major ETS Vandalism, including graffiti.

Minor Works means any variation, change or addition to the Stage 2 Activities, the Stage 2 Works or the System which (in the State's reasonable opinion):

- (a) does not require Capital Expenditure in excess of \$500,000 (CPI Indexed);
- (b) will not, provided that OF2 uses its reasonable endeavours to mitigate the impact of such variation, change or addition on the D&C Program, directly result in OF2 being delayed in achieving Stage 2 Completion; and
- (c) will not require OF1 to incur additional costs in performing the O&M Activities.

Modification means any change or variation to the Stage 2 Works or the Stage 2 Activities, including any addition, reduction, increase, decrease, omission, deletion, demolition or removal to or from them (or to the sequencing or timing of them) and including any Minor Works.

Modification Approval means a notice titled "Modification Approval" issued by the State under **clause 27.4** or **27.5**.

Modification Implementation Deed means the Gold Coast Light Rail Modification Implementation Deed between the State, OF1 and OF2, dated on or about the date of this deed.

Modification Notice means a notice which complies with **clauses 26.3** and **26.4**.

Modification Order means a notice titled "Modification Order" issued by the State under **clause 26.7**.

Modification Proposal means a proposal referred to in **clause 26.1**.

Native Title Claim means any claim or application for a determination of native title under the *Native Title Act 1993* (Cth) or any similar law.

New OF2 means any new contractor of such works or services the same or similar to the Stage 2 Activities or any other nominee of the State.

NGER Legislation means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the regulations and any other legislative instruments under that Act.

NGERs Data means:

- (a) any data, information, records and reports of the type that, on the basis of **clause 11.6(a)**, a registered corporation or any person is required by the NGER Legislation to keep or to provide to the Greenhouse and Energy Data Officer concerning greenhouse gas emissions, energy production or energy consumption in relation to the Stage 2 Activities or the Project; and
- (b) any data, information, records and reports of the type that, on the basis of **clause 11.6(a)**, a registered corporation or any person is entitled to provide to the Greenhouse and Energy Data Officer under the NGER Legislation concerning reduction of greenhouse gas emissions, removal of greenhouse

gases or offsets of greenhouse gas emissions arising in relation to the Stage 2 Activities or the Project.

Notice to Prepare has the meaning given in **clause 26.2(b)(vi)**.

Notice to Proceed means a notice given by the State to OF2 under **clause 26.1** or **26.7(f)** requiring OF2 to carry out a Modification.

Notional Initial Equity Investor means a notional corporate tax payer who:

- (a) is issued with share capital in, or provides shareholder loans (or other loans in the nature of equity funding) to or for the benefit, of OF2, on or prior to the date of Stage 2 Financial Close; and
- (b) holds that share capital, or provides the loans, from the date of Stage 2 Financial Close until the end of the Term.

O&M Activities has the meaning given in the Project Deed.

O&M Contract has the meaning given in the Project Deed.

O&M Contractor means KDR Gold Coast Pty Ltd ABN 87 150 236 936.

OCC has the meaning given in the PSR.

OF1 means GoldLinQ Pty Ltd ACN 147 815 441.

OF2 Termination Event means any event specified in **clause 38.1**.

OF2's Privacy Plan means the plan of that name to be prepared by OF2 in accordance with **clause 41.9(c)**.

OF2 Representative means the person appointed in accordance with **clause 5.6(a)** or any other person from time to time appointed by OF2 to replace that person in accordance with **clause 5.6**.

On-Loan Agreement means the document of that name between OF2 and Secure Co 2 on or about the date of Stage 2 Financial Close.

Open Book Basis means the provision of any pricing, costing and other information on an open book basis to enable an assessment of actual costs and profit margins, including a breakdown of all relevant:

- (a) preliminaries;
 - (b) insurances;
 - (c) labour;
 - (d) equipment;
 - (e) materials;
 - (f) subcontract costs;
 - (g) margins; and
 - (h) discount rates used to calculate net present values,
- in a clear and transparent manner.

Operations Phase has the meaning given in the Project Deed.

Original Date for Stage 2 Completion means the Date for Stage 2 Completion without any amendment under **clause 15.8, 17.1(b)(v), 26** or **27**.

Passenger means a person using any part of the GCRT Network for transportation purposes and includes a person using Replacement Services (other than the driver of the vehicle).

Payment Certifier Deed means the deed so entitled between, among others, the Independent Certifier and the Agent, dated on or about the date of Stage 2 Financial Close.

Payment Directions Deed means the document entitled "Gold Coast Light Rail (Stage 2) – Payment Directions Deed" between the State, OF2 and Secure Co 2, dated on or about the date of this deed.

Permitted Change in Control means:

- (a) in the case of an Equity Investor, any Change in Control following which the relevant Equity Investor Holding Company Controls the Equity Investor; and
- (b) in the case of the D&C Contractor (Stage 2), any Change in Control following which the D&C Guarantor (Stage 2) Controls the D&C Contractor (Stage 2).

Permitted Share Capital Dealing has the meaning given in **clause 47.5(b)**.

Permitted Use has the meaning given in the Agreement to Licence (Stage 2).

Persistent Breach has the meaning given in **clause 37.1(a)**.

Persistent Breach Notice means a notice issued under **clause 37.1(a)** which complies with the requirements of **clause 37.1(b)**.

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld).

Post-Completion Payment has the meaning given in the Debt Finance Side Deed.

PPE Expiry Date means, in respect of a Pre-Priced Element, the expiry date set out in **schedule 14**.

Pre-Completion Payment has the meaning given in the Debt Finance Side Deed.

Pre-Priced Element means the plans, components, programs, escalation and pricing for:

- (a) wet abrasive blasting and replacing pavement line markings for Smith Street Motorway eastbound carriageway, set out in table 1 of **schedule 14**; and
- (b) pavement overlay (without wet abrasive blasting or replacing of existing pavement line markings) for Smith Street Motorway eastbound carriageway, set out in table 2 of **schedule 14**.

Prevention Plan has the meaning given in **clause 37.6(b)**.

Privacy Principles means the Information Privacy Principles set out in the *Information Privacy Act 2009* (Qld).

Private Development means construction, alteration, demolition or removal of structures, infrastructure or facilities and all associated and incidental activities and uses (including temporary works, temporary activities and uses to facilitate the construction, alteration, demolition, removal or use) which:

- (a) are undertaken or to be undertaken on or in the vicinity of the Stage 2 Area;
- (b) are undertaken or to be undertaken by a person other than the State, OF2 or an Associate of OF2; and

(c) require approval by CoGC.

Private Development Application means an application to CoGC in its capacity as an Authority for a Private Development Approval.

Private Development Approval means an approval issued by CoGC in its capacity as an Authority to use or carry out works in respect of a Private Development.

Probity Deed Poll means the document entitled "Gold Coast Light Rail Stage 2 Process Deed Poll" executed by OF1 in favour of the State.

Professional Engineers Act means the *Professional Engineers Act 2002* (Qld).

Project Costs has the meaning given in the Common Terms Deed.

Project Deed means the Gold Coast Light Rail – Project Deed between the State and OF1, as amended from time to time including in accordance with the Modification Implementation Deed.

Project Plans means the plans listed in annexure 17 (Contract Management Requirements) of the PSR as updated from time to time in accordance with clause 7.

Project-Specific Change in Law means:

- (a) a Change in Law, the terms of which apply to:
 - (i) Stage 2, the Project or the System, and not to other light rail projects in Australia;
 - (ii) OF2 or both OF2 and OF1, and not to other persons;
 - (iii) the Stage 2 Area, and not to any other:
 - (A) similarly situated land or facilities (other than GCRT (Stage 1)); or
 - (B) land or facilities where similar activities to the Stage 2 Activities are undertaken; or
 - (iv) projects procured or established under the National Public Private Partnership Guidelines or other policies of the Commonwealth or the State in respect of privately financed projects, and not to other projects; and
- (b) a Change in Railway Law.

Project Training Management Plan means the Project Plan of that name prepared by OF2 in accordance with annexure 17 (Contract Management Requirements) of the PSR and as updated from time to time in accordance with clause 7.

Proof Engineer means, at any time, the person then appointed as proof engineer and construction verifier by or on behalf of OF2 in accordance with clause 6.2.

Proposed Base Case Financial Model has the meaning given in clause 33.2(a)(ii).

Proximate Works means any works that the State (in its capacity as counterparty to this document and not any other Authority) wishes to carry out (or have carried out) within, over, under or adjacent to the Stage 2 Area, comprising:

- (a) building any infrastructure for any Future Stages;

- (b) building and fitting out any light rail stations;
- (c) building additional connections between the System and its local environment;
- (d) retail, commercial or residential development and associated infrastructure;
- (e) closing off areas, including to prevent public access;
- (f) opening up any areas that are closed off;
- (g) undertaking excavations and tunnelling;
- (h) building Passenger tunnels, bridges and other connections between the System and other infrastructure, including road, Passenger, pedestrian and other public transport infrastructure;
- (i) installing, operating and maintaining equipment, including equipment required for safety, public and personal security, monitoring, advertising and public information;
- (j) installing PUP and connecting to existing PUP (including those under the control of OF2); and
- (k) any other works, whether or not such works relate to the System or the public transport network,

and any ancillary works but excluding the Stage 2 Works, the Temporary Works and any Modifications to the Stage 2 Works or Temporary Works, and any works in relation to the V8 Supercar Event.

PSR means the performance scope and requirements for delivery of Stage 2, annexed to this deed as **exhibit 1**, as amended in accordance with this deed.

PSR (PD) means the performance scope and requirements for delivery of GCRT (Stage 1) and operation and maintenance of the System, annexed to the Project Deed as exhibit 1, as amended in accordance with the Project Deed.

Public Bus Operator means Surfside Buslines Pty Ltd ABN 25 010 957 552 in its capacity as operator of public passenger bus services as a contractor of the State, or any replacement operator of public passenger bus services appointed by the State or DTMR from time to time (whether in respect of some or all of the public passenger bus services provided by Surfside Buslines Pty Ltd as at the date of this deed).

Public Disclosure Obligations has the meaning given in **clause 42.2(a)**

PUP or Public Utility Plant means any service or related item of infrastructure, including water, electricity, gas, telephone, drainage, sewerage and electronic communications (other than electricity or communications infrastructure which is specific to GCRT and forms part of the System).

PUP Works means the construction, modification, or relocation of PUP all of which are to be designed and constructed by (or procured to be designed and constructed by) OF2 and handed over to the State or an Authority in accordance with this deed.

QFE Direct Deed means any direct deed entered into between the State, OF2 and the Qualified Fire Engineer in accordance with **clause 6.3(c)**, substantially in the form set out in Part C of **schedule 10** (*Pro Forma Documents*).

QR means Queensland Rail.

QR Interface Deed means the "Gold Coast Light Rail – Rail Interface Deed (Stage 2)" between QR and OF2, dated on or about the date of this deed.

Qualified Fire Engineer means the qualified fire engineer appointed by OF2 in accordance with **clause 6.3**.

Qualifying Change in Law means a Project-Specific Change in Law occurring after the date of this deed and requiring OF2 to incur additional costs or loss of revenue.

Quarter End means the last day of each 3 month period ending 31 March, 30 June, 30 September or 31 December.

Rail Safety Act means the *Transport (Rail Safety) Act 2010* (Qld).

Rail Safety Regulator means the rail safety regulator under the Rail Safety Act.

Receivables Purchase Payment has the meaning given in the Securitisation Agreement.

Receivables Purchase Price has the meaning given in the Securitisation Agreement.

Reference Design means the design referred to in **schedule 9** (*Information Documents*).

Refinancing means:

- (a) any amendment, novation, supplement or replacement of any Debt Financing Document;
- (b) the exercise of any right, or the request for or grant of any waiver or consent, under any Debt Financing Document;
- (c) the disposition of any rights or interests in, or the creation of any rights of participation in respect of, the Debt Financing Documents or the creation or granting of any other form of benefit or interest in either the Debt Financing Documents or the contracts, revenues or assets of OF2 whether by way of security or otherwise;
- (d) any new financing arrangements entered into by OF2; and
- (e) any other step or arrangement that has an effect which is similar to any of the actions referred to in **paragraphs (a) to (d)**,

which is likely to:

- (f) give rise to a Refinancing Gain; or
- (g) change the type, amount, pricing, tenor, terms for payment or repayment, hedging or financial covenants of any financial accommodation connected with the Project,

but does not include:

- (h) the entry into of derivative transactions contemplated to be entered into on or before Stage 2 Financial Close by the Debt Financing Documents;
- (i) the syndication or subscription of any debt under the Debt Financing Documents that is contemplated at the date of Stage 2 Financial Close;
- (j) the change in control or sell down of any bonds in an arm's length transaction at market value;

(k) secondary disposals of investments or commitments of Financial Indebtedness in the ordinary course of a Debt Financier's business which change the identity of Debt Financiers but not the commercial terms of the Debt Financing Documents; or

(l) a waiver permitted under clause 5.5(b)(iv) of the Debt Finance Side Deed.

Refinancing Assumptions means each of the terms, conditions and assumptions concerning a Refinancing set out in <S2DeliveryOps> cells E493:H501 in the Day 1 Base Case Financial Model.

Refinancing Coordination Deed has the meaning given in the Common Terms Deed.

Refinancing Debt Amount has the meaning given to that term in clause 44.6(a).

Refinancing Gain means, in respect of a Refinancing, the net positive impact on Distributions as a result of the Refinancing determined in accordance with the following:

- (a) the net positive difference (if any) between the sum of any Distributions made in connection with the Refinancing or forecast to be made after the effective date of the Refinancing in accordance with the Base Case Financial Model updated in accordance with this deed to take account of the Refinancing and the sum of the Distributions forecast to be made from that date in accordance with the Base Case Financial Model in the absence of the Refinancing;
- (b) the positive difference will be determined ignoring the impact of non-Refinancing impacts on Distributions such as revenues, costs, Taxes, reserves or levels of retained cash (other than revenue received, costs incurred or Taxes, reserves or levels of retained cash changed pursuant to a Refinancing) being different than forecast by the Base Case Financial Model;
- (c) such positive difference will be expressed as an aggregate amount as at the date of the Refinancing; and
- (d) in calculating the positive difference, timing differences will be taken into account by expressing relevant amounts in their net present value as of the date of the Refinancing using the annual forecast pre-investor tax equity internal rate of return as set out in the Base Case Financial Model as the nominal discount rate,

taking due account of the fact that gains from Assumed Refinancings have already been reflected in the service payment and that the State should receive no additional payment in respect of such gains.

Registered Professional Engineer or RPEQ means a "registered professional engineer" under the Professional Engineers Act.

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

Related Trust Entity means in respect of an entity which is a trustee, manager or responsible entity or a trust or managed investment scheme:

- (a) any Related Body Corporate of the trustee, manager or responsible entity;
- (b) any other trustee, manager or responsible entity of a trust or managed investment scheme (or Related Body Corporate of such an entity); and

- (c) any Controlling Unit Holder of the trust or managed investment scheme (or Related Body Corporate of such an entity).

Related Loss has the meaning given in clause 54.24.

Relief Event means:

- (a) flood, fire, explosion, lightning, cyclone, hurricane, mudslide, landslide, earthquakes, droughts declared as a state of emergency and high seas inundation;
- (b) a "terrorist act" (as defined in section 5 of the *Terrorism Insurance Act 2003* (Cth) as at the date of Contract Close);
- (c) war (declared or undeclared), armed conflict, riot, civil commotion;
- (d) ionising radiation, contamination by radioactivity, nuclear contamination, or sudden and accidental chemical or biological contamination;
- (e) failure by any Authority to carry out works or provide services to the Stage 2 Area which it is obliged by Law to carry out or provide;
- (f) any event or occurrence which causes loss or damage to the Stage 2 Works, the Stage 2 Area or Stage 2;
- (g) any blockade or embargo; and
- (h) any Industrial Action within Australia which:
 - (i) affects the construction or light rail operation or maintenance sectors or significant segments of those sectors; and
 - (ii) does not affect only the Stage 2 Area, the Stage 2 Works or Stage 2.

Relief Notice has the meaning given in clause 23.3(a).

Remedy means, in respect of an Event of Default, to remedy or cure the Event of Default or otherwise overcome the consequences of the Event of Default.

Replacement Services has the meaning given in the PSR (PD).

Reputable Insurer means an insurance company having the Required Rating.

Required Action has the meaning given in clause 21.5(a).

Required Rating means a credit rating, or in the case of an insurer, a financial security rating, of:

- (a) subject to paragraph (b), at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investors Service, Inc;
- (b) in relation to third party liability insurance, at least A by Standard and Poor's (Australia) Pty Limited or A2 by Moody's Investors Service, Inc; or
- (c) such other credit rating as the State may approve from time to time,

or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investors Service, Inc, an equivalent rating with another reputable rating agency.

Returned Facility means any discrete part of the Returned Works completed in accordance with this deed.

Returned Facility Completion means, in respect of a Returned Facility, the stage when the requirements set out in clauses 18.2(a)(i) to 18.2(a)(iii) have been met.

Returned Facility Handover Notice means a notice substantially in the form set out in the Certification Schedule, in relation to a Returned Facility.

Returned Works means any Stage 2 Works which OF2 is required to complete and hand over prior to Stage 2 Completion to the State, an Authority or a property owner, including the PUP Works, the Accommodation Works and the Returned Works (QR).

Returned Works Certificate means a certificate substantially in the form set out in the Certification Schedule that the Returned Works in respect of the Returned Facility have (subject to **clause 18.2(a)(i)** (if applicable)) been completed in accordance with the State Stage 2 Documents.

Returned Works (QR) has the meaning given in the QR Interface Deed.

Schedule of Rates means the schedule of rates in appendix 2 of the Estimated Cost Effect Schedule.

Secure Co 2 means GoldLinQ Securitisation 2 Pty Limited ACN 610 560 373.

Secure Co Hold Trust 2 Trust Deed means the document entitled "Secure Co Hold Trust 2" between James Darcy as 'Settlor' and BNY Trust Company of Australia Limited as 'Trustee'.

Securitisation Agreement means the document entitled "Securitisation Agreement" between the State, OF2 and Secure Co 2 dated on or about the date of this deed.

Securitised Licence Structure means the Securitisation Agreement, the Payment Directions Deed, and **clause 18A** (other than **clauses 18A.2** and **18A.3**).

Security Interest means a security interest under the *Personal Property Securities Act 2009* (Cth), any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person.

Security of Payment Legislation means the *Building and Construction Industry Payments Act 2004* (Qld).

Security Trust Deed means the deed so entitled dated on or about the date of Stage 2 Financial Close between, among others, Secure Co 2, the Security Trustee and the each swap bank named in that document.

Security Trustee means, at any time, the person appointed as security trustee under the Security Trust Deed. At the date of this deed the Security Trustee is Permanent Custodians Limited ACN 001 426 384.

Senior Project Group (Stage 2) means the group established under **clause 5.7**.

Shareholders Agreement has the meaning given in the Common Terms Deed.

Share Capital Dealing has the meaning given in **clause 47.2**.

Signalling Priority has the meaning given in the Council Interface Deed.

Significant Contract means a contract entered into by OF2 or the D&C Contractor (Stage 2) in connection with the performance of any part of the Stage 2 Activities (other than the D&C Contract (Stage 2)):

- (a) which has a contract sum exceeding or expected to exceed \$10 million (CPI Indexed); or

- (b) such other contract as the State (acting reasonably) considers should be a Significant Contract due to its importance to the Stage 2 Activities.

Significant Contractor means a party (other than OF2 or the D&C Contractor (Stage 2)) to a Significant Contract.

Site Access Date means each date specified as a "Site Access Date" in the Site Access Schedule (Stage 2).

Site Access Schedule (Stage 2) means annexure B of the Agreement to Licence (Stage 2).

Site Conditions are any physical conditions and characteristics of, on, above, below or over the surface or about the Stage 2 Area, any Extra Land or their surroundings including:

- (a) natural and artificial conditions (including heritage and archaeological issues);
- (b) physical and structural conditions, including buildings, improvements, partially completed structures and in ground works;
- (c) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the State or others;
- (d) ground water, ground water hydrology and the effects of any dewatering;
- (e) Contamination or the existence of any Hazardous Substance or thing or Waste;
- (f) topography of the Stage 2 Area, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered on, above, below or over the surface or about the Stage 2 Area and the Extra Land;
- (g) geological, geotechnical and subsurface conditions or characteristics;
- (h) underground strata;
- (i) PUP, systems and facilities, above or below ground and the location of all facilities with which such PUP and systems are connected;
- (j) the Environment, water, weather or atmospheric or climatic conditions, or the effects of the Environment, water, weather or atmospheric or climatic conditions (including rain, surface water run-off and drainage, water seepage, wind blown dust and sand, seasons and physical conditions that are a consequence of weather, atmospheric and climatic conditions); and
- (k) any latent conditions,

and include, at the date of this deed and at each Site Access Date, any early and enabling works procured by the State with third party contractors completed prior to that date.

Site Preparation Works means any of the following Stage 2 Works:

- (a) site clearing and grubbing;
- (b) demolition;
- (c) fencing;
- (d) preliminary earthworks and drainage, not forming part of the permanent works; and

- (e) relocation of, or modifications to, any PUP.

Smart Card has the meaning given to it in the *Transport Operations (Passenger Transport) Act* (Qld).

Special Event means each event that may reasonably be expected to generate additional traffic, pedestrian, cyclist or public transport activity or restrict or inhibit access to the Stage 2 Area.

Special Event Type means a Type A, Type B, Type C or Type D Special Event, as defined in annexure 14 (Operations and Customer Service Requirements) of the PSR.

Stage 2 means the financing, design, construction, manufacture, installation, testing and commissioning of the Stage 2 Works and the performance of the Stage 2 Activities in accordance with the State Stage 2 Documents.

Stage 2 Activities means all things or tasks which OF2 is, or may be, required to do to comply with its obligations under the State Stage 2 Documents, whether or not the performance of such things or tasks is subcontracted by OF2 to another person.

Stage 2 Area means the Construction Site and any Extra Land, except that, for the purposes of the definition of Compensation Event, Migrating Contamination and Relief Event and **clause 12.3(b)(ii)** only, "Stage 2 Area" will not include any Extra Land.

Stage 2 Close Out means the stage when:

- (a) the balance of the Stage 2 Works (other than Temporary Works) not completed as part of Stage 2 Completion have been completed, including correcting all Defects in the Stage 2 Works:
 - (i) specified in the Certificate of Stage 2 Completion; or
 - (ii) notified to OF2 under **clause 17.2(c)(ii)**; and
- (b) OF2 has done everything else which the State Stage 2 Documents require OF2 to have done as a condition precedent to Stage 2 Close Out, including as specified in annexure 9 (Construction Requirements) of the PSR.

Stage 2 Completion means the stage when:

- (a) the Stage 2 Works (other than the Temporary Works) are complete and comply with the requirements of the Stage 2 Documents, except for Minor Defects; and
- (b) OF2 has done everything else which the Stage 2 Documents require it to have done as a condition precedent to Stage 2 Completion, including as specified in annexure 9 (Construction Requirements) of the PSR.

Stage 2 Documents means:

- (a) this deed;
- (b) the Modification Implementation Deed;
- (c) the Agreement to Licence (Stage 2);
- (d) the Independent Verifier Deed;
- (e) the Independent Certifier Deed;
- (f) the D&C Contract;

- (g) the D&C Interface Deed;
- (h) the GoldLinQ Interface Deed;
- (i) the Core Contractor Side Deed;
- (j) the D&C Guarantee (as defined in the Core Contractor Side Deed (Stage 2));
- (k) the D&C Contractor Tripartite Deed;
- (l) the Council Direct Deed;
- (m) the QR Interface Deed;
- (n) the Debt Financing Documents;
- (o) the Equity Documents;
- (p) the Debt Finance Side Deed;
- (q) the State Security;
- (r) the Stage 2 Financial Close Adjustment Protocol;
- (s) each Designer Direct Deed;
- (t) the QFE Direct Deed;
- (u) any Expert Determination Agreements;
- (v) each Parent Indemnity Deed (as defined in the D&C Contract);
- (w) each deed of appointment appointing a Proof Engineer in accordance with **clause 6.2** or a principal contractor in accordance with **clause 8.5(d)**;
- (x) System Site Licence (Stage 2);
- (y) Agreement to Sub-Licence (Stage 2);
- (z) System Site Sub-Licence (Stage 2); and
- (aa) any Deeds of Assurance or Escrow Deeds.

Stage 2 Financial Close occurs when the last Condition Precedent to be satisfied (or waived under **clause 2.3**) has been satisfied (or waived under **clause 2.3**).

Stage 2 Financial Close Adjustment Protocol means the document of that name signed by a representative of the State, OF1 and OF2 for identification purposes, dated on or about the date of Stage 2 Financial Close.

Stage 2 Proposal means the "Operator Franchisee initiated Modification" for Stage 2 submitted by OF1 under the Project Deed.

Stage 2 Works means all things, works and Materials (including all systems and software incorporated in, or necessary to enable their operation) that OF2 must design, construct, manufacture, install, supply, test and commission in connection with Stage 2 in accordance with the State Stage 2 Documents including:

- (a) the Temporary Works and Returned Works (including Accommodation Works and PUP Works), until such Returned Works are handed over in accordance with **clause 18.2**; and
- (b) any Modifications (including any Minor Works) directed or approved during the D&C Phase in accordance with **clauses 26, 27 or 28**.

Stage 2 Works Deed means the "Gold Coast Light Rail – Stage 2 Works Deed" between the State and OF2 dated on or about 22 April 2016.

Standards Australia means the Australian standards body of that name.

State Representative means the person appointed in accordance with **clause 5.4(a)** or any other person from time to time appointed by the State to replace that person in accordance with **clause 5.4(d)**.

State Security means the document entitled 'Gold Coast Light Rail - State Security' dated on or about the date of this deed between the State, OF2 and Secure Co 2.

State Stage 2 Documents means those Stage 2 Documents to which the State is a party and the Council Direct Deed.

Station means each of the stations listed in section 12 of part 1 of annexure 5 (Engineering Design Requirements) of the PSR and station precincts, as more particularly identified in the System Site drawings prepared by OF2 in accordance with clause 5.1(c) of the Agreement to Licence (Stage 2) and agreed by the State for the purposes of this definition.

Step-In Event means:

- (a) an event or circumstance which:
 - (i) arises out of or in connection with the Project and poses a serious threat to, or causes or will cause material damage or material disruption to:
 - (A) the health or safety of persons;
 - (B) the Environment;
 - (C) any property; or
 - (D) the safe and secure performance of the Stage 2 Activities or the operation of the System; or
 - (ii) requires the State to exercise any of its responsibilities or functions at law; and
- (b) an OF2 Termination Event.

Step-In Rights means the State's rights to:

- (a) instruct OF2 under **clause 21.3**; and
- (b) take any Required Action under **clause 21.5(a)**.

Sunset Date means the date which is 12 months after the Date for Stage 2 Completion.

Swap Agreement has the meaning given in the Common Terms Deed.

System means:

- (a) following the Date of Completion until the Date of Stage 2 Completion, the light rail system from Griffith University to Broadbeach, including all equipment, systems (including all information and communications systems), Substations, hardware and software, Stations, Rolling Stock (including spare rolling stock), track work and support structures, all civil infrastructure, stabling, operations, maintenance and depot facility and the OCC (but excluding the ETS), and which is also known as GCRT (Stage 1); and
- (b) following the Date of Stage 2 Completion, the light rail system from Helensvale Station to Broadbeach, including all equipment, systems

(including all information and communications systems), Substations, hardware and software, Stations, Rolling Stock (including spare rolling stock), track work and support structures, all civil infrastructure, stabling, operations, maintenance and depot facility and the OCC (but excluding the ETS),

except that for the purposes of the definition of "Defect" and clauses 7.1(b), 16.3(b), 17.3(c), 24.5, 28.2(b), 28.2(f), 43.2(i)(ii), 43.3(a)(i)(C), 43.12(a) and 46.5(c), it means the light rail system from Helensvale Station to Griffith University, including all equipment, systems (including all information and communications systems), Substations, hardware and software, Stations, Rolling Stock (including spare rolling stock), track work and support structures, all civil infrastructure, stabling, operations, maintenance and depot facility and the OCC (but excluding the ETS) only.

System Documentation means all drawings, plans, manuals, software designs, reports, computer records, specifications and any other documents (whether in hard copy or electronic form) prepared or required to be prepared or used or referred to by or on behalf of OF2 in performing the Stage 2 Activities including:

- (a) the Design Documentation;
- (b) the Project Plans;
- (c) all warranties, guarantees and similar documentation (in hard copy) obtained in relation to the Stage 2 Activities;
- (d) all operational manuals;
- (e) any documented business processes or procedures; and
- (f) any documentation or programs required to be provided under clause 43.

System Name has the meaning given in the Project Deed.

System Site means the area where the as built System is located and in the case of track slab or Station areas (each from outer edge to outer edge) at top of rail level, extends 12 metres above top of rail level for each area and the lower of:

- (a) 1.5 metres below top of rail level; and
- (b) the depth of the lowest System element for the relevant area,

(other than to the extent of any registered rights granted by the State occupying that area) and, for the avoidance of doubt, includes improvements on the Ancillary System Site Areas.

System Site Corridor means the land described as such in the Site Access Schedule (Stage 2), within which the track formation, TPS and station Systems are permitted to be constructed, however earthworks and other elements forming part of the System may be constructed within the Ancillary System Site Areas.

System Site Licence (Stage 2) means the licence to be granted by the State to OF2 in accordance with clause 5.2 of the Agreement to Licence (Stage 2), substantially in the form of annexure A of the Agreement to Licence (Stage 2).

System Site Sub-Licence (Stage 2) means the licence to be granted by OF2 to OF1 in accordance with the Agreement to Sub-Licence (Stage 2), substantially in the form of annexure A to the Agreement to Sub-Licence (Stage 2).

Tax and Taxes includes any tax, levy, impost, duty, deduction, tax concession, rate or withholding by whatever name called levied, imposed or assessed under any Law in Australia or elsewhere including income tax, payroll tax, fringe benefits

tax, superannuation guarantee surcharge, taxes on the supply of goods and services (including GST), rates, land tax, water and municipal rates, excise duties and customs duties and stamp duty together with any interest, penalty, charge, fees or other amounts payable in respect thereof.

Tax Invoice has the meaning given in the GST Law.

Taxable Supply has the meaning given in the GST Law.

Temporary Change means a change in the Signalling Priority which is not material and which is of less than 24 hours duration.

Temporary Works means any temporary physical works required for the purpose of performing the Stage 2 Activities.

Temporary Works Areas means the land described as such in the Site Access Schedule (Stage 2).

Term has the meaning given in the Project Deed.

Termination Date means any date of early termination of this deed in accordance with **clause 38**.

Termination Payment means an amount payable by the State to OF2 under **clause 38.8**, in each case calculated in accordance with **schedule 5 (Termination Payments)**.

Traffic Control Sequence has the meaning given to it in the Council Interface Deed.

Traffic Management Plan means the Project Plan of that name as updated from time to time in accordance with **clause 7**.

Upgrade means improving machinery itself or improving computer systems/software necessary to operate the relevant machinery associated with the ETS equipment.

Uninsurable means, in relation to a risk:

- (a) insurance required under **clause 36** is not available:
 - (i) in recognised international insurance markets in respect of that risk generally; or
 - (ii) to OF2 due to the capacity of insurers being filled in respect of that risk,

on the terms required by this deed (including where exclusions materially adversely impact on the insurability of that risk) from insurers having the Required Rating; or
- (b) the insurance premium payable for insuring that risk with such an insurer is at such a level or the terms and conditions are such that the risk is not generally being insured against by private sector providers of facilities similar to the System, in each of Australia, the United Kingdom, Canada and the United States of America,

and coverage is not available for that risk by operation of the *Terrorism Insurance Act 2003* (Cth), provided that to the extent the unavailability of insurance is caused or contributed to by:

- (c) a breach of any Stage 2 Document or any Law by OF2 or its Associates;

- (d) an act or omission of OF2 or its Associates under the relevant insurance policy; or
- (e) a negligent act or omission, or wilful default, of OF2 or its Associates, whether in relation to this Project or generally,
- (f) a negligent act or omission, or wilful default, of OF1, whether in relation to this Project or generally; or
- (g) an act or omission of OF1 under the relevant insurance policy,

the risk will not be Uninsurable for the purposes of this definition.

Unowned Parcel means a parcel of land and property of which the State is not the registered proprietor, lessee or licensee and in relation to which, or upon which, Accommodation Works are to be undertaken.

Waste means any substance (whether solid, liquid or gaseous) that is described as waste in any EPA policy or publication, including Industrial Waste.

Waterway means a river, stream (including a tributary) or creek in which water flows permanently or intermittently (regardless of the frequency of flow events):

- (a) in a natural channel, whether artificially modified or not; or
- (b) in an artificial channel that has changed the course of the river, stream or creek,

and includes Beds and Banks.

WHS Accreditation Scheme means the accreditation scheme established by the *Fair Work (Building Industry) Act 2012* (Cth).

WHS Legislation means all statutes, regulations and other subordinate legislation in force or that come into force during the term of this deed in the State of Queensland in respect of workplace health and safety, including the *Work Health and Safety Act 2011* (Qld) and the *Work Health and Safety Regulation 2011* (Qld) and all other regulations made under the *Work Health and Safety Act 2011* (Qld).

Witness Point means a point in a work process for which OF2 must give prior notice to the State to allow the State or its nominee to attend and witness the point in the work process should it choose to do so.

Wilful Misconduct means an intentional act or omission with the knowledge that the act or omission was likely to have harmful consequences but does not, for the avoidance of doubt, include any innocent or negligent act, omission, mistake or error of judgement.

Workplace Health and Safety Management Plan means the Project Plan of that name as updated from time to time in accordance with **clause 7**.

1.2 Interpretation

In this deed:

- (a) headings and subheadings are for convenience only and do not affect interpretation;

and the following rules apply in interpreting this deed unless the context makes it clear that a rule is not intended to apply:

- (b) if a party to this deed comprises more than one person an obligation or a liability assumed by, or a right conferred on that party binds or benefits the persons comprising that party 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;
- (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) the term "may" when used in the context of a power or right exercisable by the State means that the State can exercise that power or right in its absolute and unfettered discretion and the State has no obligation to OF2 to do so;
- (k) subject to **clause 15.9**, if a right or remedy is conferred on the State under this deed, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the State under this deed or otherwise according to Law;
- (l) includes in any form is not a word of limitation;
- (m) a reference to \$ or dollar is to Australian currency;
- (n) references to a submission, statement, response, notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words), are references to a submission, statement, response, notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words) in writing; and
- (o) references to the shareholder loans, units and shares comprising the Equity Funding or any of them, are references to those terms as defined in the Equity Documents (as applicable), as if they were subject to the terms and conditions notified to and agreed by the State prior to Stage 2 Financial Close but as modified, varied, amended or replaced by the parties to them (or any of them) with the consent of the State under **clause 46.1**.

1.3 Resolution of ambiguities

- (a) The following order of precedence applies in the event of any ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed:

- (i) if the ambiguity, discrepancy or inconsistency is in or between the documents comprising this deed, the documents will be given precedence in accordance with the following:
 - (A) this deed (excluding the PSR); and
 - (B) the PSR;
 - (ii) to the extent **clause 1.3(a)(i)** does not apply to or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency is between the PSR, and the Design Documentation (as certified by the Independent Verifier under **clause 13**), the document which prescribes or requires the highest standard of compliance consistent with complying with all Approvals will take precedence;
 - (iii) to the extent **clauses 1.3(a)(i)** and **1.3(a)(ii)** do not apply or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency relates to the required quality or standard of the Stage 2 Works or the Stage 2 Activities, OF2 must comply with the highest quality or standard specified or perform the more onerous obligation; and
 - (iv) to the extent **clauses 1.3(a)(i)** to **1.3(a)(iii)** do not apply or resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy, or inconsistency is between figured and scaled dimensions, figured will prevail over the scaled dimensions.
- (b) The documents comprising this deed (including the PSR) are to be regarded as mutually explanatory and anything contained in one but not the others will be equally binding as if contained in all of them.
 - (c) If an ambiguity, discrepancy or inconsistency is discovered by either OF2 or the State, that party must notify the other party within 5 Business Days of such discovery.
 - (d) The State must, within 10 Business Days of receipt of a notice under **clause 1.3(c)**, instruct OF2 as to the interpretation to be followed so as to resolve the ambiguity, discrepancy or inconsistency in accordance with the rules set out in this **clause 1.3**.

1.4 National Public Private Partnership Policy and Guidelines

- (a) In respect of the principles and other guidance materials published from time to time by the Australian Government under its National Public Private Partnership Policy and Guidelines or the State under its Project Assessment Framework guidelines, or any related policies, however named, which deal with public and private sector partnerships and arrangements for the provision of infrastructure (collectively the **Principles**):
 - (i) the State Stage 2 Documents do not purport to, and do not incorporate, the Principles;
 - (ii) to the extent any particular Principles are expressly incorporated into the provisions of the State Stage 2 Documents, they may not be, and are not required to be, incorporated in identical terms to the Principles as published by the Australian Government or the State; and

- (iii) except to the extent expressly incorporated in the State Stage 2 Documents, the Principles will not be implied into the terms of the State Stage 2 Documents.
- (b) OF2 acknowledges and agrees to the matters stated in **clause 1.4(a)**.

2 Conditions Precedent

2.1 Conditions Precedent

This deed will not commence unless and until each of the Conditions Precedent have been satisfied (or waived under **clause 2.3**), except for the provisions contained in:

- (a) **clause 1** (Definitions and Interpretation);
- (b) **clause 2** (Conditions Precedent);
- (c) **clause 11.1** (Physical conditions);
- (d) **clause 11.2** (Condition of the Stage 2 Area and structures);
- (e) **clause 42** (Disclosure, confidentiality and publicity);
- (f) **clause 44** (Refinancings);
- (g) **clause 45** (Representations and warranties);
- (h) **clause 46** (Assignment, security, ownership and restrictions on dealings);
- (i) **clause 47** (Share capital dealings);
- (j) **clause 49** (Dispute Resolution);
- (k) **clause 50** (Notice of claims);
- (l) **clause 51** (Notices);
- (m) **clause 52** (Proportionate Liability); and
- (n) **clause 54** (General),

(each a **Day 1 Clause**) which will commence on the date of Contract Close.

2.2 Satisfaction of Conditions Precedent

- (a) The State must use all reasonable endeavours to satisfy the Conditions Precedent in rows 1(a), 9, 10, 11 and 13 of **schedule 1** (*Conditions Precedent*), by the relevant Condition Precedent Deadline Date.
- (b) OF2 must use all reasonable endeavours to satisfy the Conditions Precedent in rows 1(b) to 9, 11, 12 and 13 of **schedule 1** (*Conditions Precedent*), by the relevant Condition Precedent Deadline Date.
- (c) When a party is of the opinion that a Condition Precedent has been satisfied it must give the other party notice of its opinion.
- (d) The party receiving a notice given under **clause 2.2(c)** will notify the other party whether or not it agrees that the Condition Precedent has been satisfied, such agreement not to be unreasonably withheld.
- (e) If the party receiving a notice given under **clause 2.2(c)** fails to give the other party a notice under **clause 2.2(d)** within 5 Business Days, the Condition Precedent will be deemed to have been satisfied.

- (f) Upon the satisfaction (or waiver under **clause 2.3**) of all Conditions Precedent, the parties must promptly acknowledge in writing the fact that Stage 2 Financial Close has occurred.

2.3 Waiver of Conditions Precedent

A Condition Precedent is waived if, and only if:

- (a) in relation to the Conditions Precedent in rows 1(c), 3, 4, 5, 6 and 7 of **schedule 1** (*Conditions Precedent*), the State notifies OF2 that the State waives that Condition Precedent; or
- (b) in relation to the Conditions Precedent in rows 1(a), 1(b), 2, 8, 9, 10, 11, 12 and 13 of **schedule 1**, both of the parties have agreed to waive that Condition Precedent.

2.4 Condition Precedent Deadline Dates

- (a) If a Condition Precedent has not been satisfied (or waived under **clause 2.3**) by 11.59pm on the relevant Condition Precedent Deadline Date, then:
 - (i) in relation to the Conditions Precedent in rows 1(b), 1(c), 3, 4, 5, 6 and 7 of **schedule 1** (*Conditions Precedent*), the State; or
 - (ii) in relation to the Conditions Precedent in rows 1(a), 2, 8, 9, 10, 11, 12 and 13 of **schedule 1** (*Conditions Precedent*), either party,

may give notice to the other party that it is terminating this deed if the Condition Precedent in question is not satisfied (or waived under **clause 2.3**) within the period specified in its notice (which must not be less than 5 Business Days).
- (b) If a party gives notice under **clause 2.4(a)** and the Condition Precedent in question is not satisfied (or waived under **clause 2.3**) within the period specified in that notice (or such longer period as the parties may agree) then this deed will terminate upon the expiry of that period.
- (c) If this deed is terminated pursuant to this **clause 2.4** then no party will have any Claim against any other party under or in respect of the State Stage 2 Documents or in respect of any Loss suffered or incurred in connection with the Project, except for:
 - (i) the State's rights under the Probity Deed Poll; or
 - (ii) any Claim arising from or in relation to breach of a Day 1 Clause.

3 Commencement of this deed

3.1 Commencement date

Except for the Day 1 Clauses which commence on the date of this deed, this deed commences on the date of Stage 2 Financial Close.

4 Objectives, primary obligations and risk allocation

4.1 Objectives

The State's strategic objectives for the Project include:

- (a) **(integrated transport network)**: to deliver a recognisable, accessible light rail system which significantly enhances the transport network for the Gold Coast by:
 - (i) providing a high capacity transit system between significant activity centres along the Gold Coast which could be enhanced by the delivery of Future Stages of the GCRT Network;
 - (ii) combining with existing and future bus and rail services to provide whole of network public transport outcomes; and
 - (iii) encouraging patronage growth and increasing mode shift to public transport, which could be continued through the delivery of Future Stages of the GCRT Network;
- (b) **(sustainability)**: to provide a rapid transit system with consistently high levels of service, comfort and reliability that will motivate people to use it as an alternative to car travel to reduce congestion and enhance the quality of life for future generations of the Gold Coast;
- (c) **(city changing system)**: to deliver a system which integrates with and enhances the urban environment, supporting urban regeneration and sustainable development;
- (d) **(support the city's competitiveness)**: to provide a system which will improve accessibility to key activity centres for residents and visitors, contribute to economic growth and maintain the Gold Coast's competitive advantage as a centre for tourism and emerging high value industries;
- (e) **(value for money and affordability)**: to deliver government and users of the system with value for money through a whole of life approach to delivery, optimum risk allocation and innovative solutions for the Project which are affordable for government; and
- (f) **(partnership)**: to create a partnership relationship which will benefit and enhance the reputation of the private sector and all three levels of government,

provided that nothing in this **clause 4.1** will expand or otherwise affect OF2's obligations and warranties under the State Stage 2 Documents.

4.2 OF2's primary obligations

OF2 must:

- (a) finance Stage 2;
- (b) design, construct, manufacture, install, test and commission the Stage 2 Works;
- (c) handover the Returned Facilities prior to Stage 2 Completion; and
- (d) handover Stage 2 to OF1 on Stage 2 Completion, so that OF1 can operate and maintain the System during the Operations Phase in order to provide a safe, secure, continuous, reliable, effective and efficient light rail service,

subject to, and in accordance with, the State Stage 2 Documents.

4.3 State's primary obligations

The State must:

- (a) grant OF2 the Construction Licence (Stage 2) in accordance with **clause 12.1**; and

(b) pay OF2 in accordance with **clause 32**,
subject to, and in accordance with, the State Stage 2 Documents.

4.4 Project risks

Except as expressly stated in this deed, OF2 accepts all risks associated with Stage 2 including:

- (a) the actual cost of Stage 2 or the performance of the Stage 2 Activities being greater than the cost estimated;
- (b) the payments actually due from the State to OF2 under the State Stage 2 Documents being less than estimated;
- (c) the liability for Taxes being greater than estimated;
- (d) any Extra Land being necessary to enable OF2 to perform the Stage 2 Activities;
- (e) Site Conditions;
- (f) the availability or quality of any Materials to be used for Stage 2;
- (g) technical obsolescence occurring in relation to equipment or systems used by OF2 or its Associates in performing the Stage 2 Activities;
- (h) any Law (now or in the future) affecting OF2's rights or obligations under the Stage 2 Documents;
- (i) Industrial Action or interference from third parties;
- (j) reliance upon or the use of the Reference Design or Concept Design;
- (k) inclement weather;
- (l) Modifications (including any Minor Works);
- (m) the risk that compliance with the PSR will not satisfy OF2's obligations under the State Stage 2 Documents;
- (n) all risks associated with performing the Stage 2 Activities including any changes in the Stage 2 Activities causing delay, increased cost or decreased revenue;
- (o) delay in, or refusal by, any Authority in granting any Approval;
- (p) any other act or omission of an Authority;
- (q) the ability to obtain, operate and maintain any PUP;
- (r) the ability to obtain and maintain the Insurances that OF2 is required to obtain under **clause 36**;
- (s) the adequacy of the Insurances;
- (t) any occupational health and safety matters; and
- (u) the availability and cost of finance,

and, except as stated in this deed, OF2 will not be entitled to make any Claim against the State arising out of or in connection with such risks.

Neither the State's rights nor OF2's liabilities or obligations whether under the State Stage 2 Documents or otherwise according to Law will be limited by the terms of this **clause 4.4**.

PART B –PARTIES AND GENERAL OBLIGATIONS

5 Project participants roles and representatives

5.1 The State as an Authority

- (a) Subject to **clause 5.1(b)**, OF2 acknowledges and agrees that:
 - (i) nothing in the State Stage 2 Documents will in any way restrict or otherwise affect the unfettered discretion of the State to exercise any of its statutory functions or powers; and
 - (ii) anything the State does, fails to do, or purports to do, pursuant to its statutory functions or powers, will be deemed not to be an act or omission of the State under a State Stage 2 Document and will not entitle OF2 to make any Claim against the State arising out of the subject matter of any State Stage 2 Document.
- (b) **Clause 5.1(a)** does not, however, limit any liability which the State would have had to OF2 under any State Stage 2 Document, to the extent that it is expressly provided for in that State Stage 2 Document, or as a result of a breach by the State of a term of any State Stage 2 Document but for **clause 5.1(a)**.

5.2 Other Authorities

OF2 acknowledges that:

- (a) it bears the risk of Authorities exercising their statutory functions and powers in a manner which disrupts, interferes with or otherwise affects the Stage 2 Activities, except as otherwise stated in this deed; and
- (b) the State, in performing any of its duties and obligations, is not obliged to exercise any power, function or duty within the responsibility of any other Authority or to influence, override or direct any other Authority in the proper exercise of its legal duties and functions.

5.3 Reasonable endeavours

If the State is required under the terms of a State Stage 2 Document to exercise best or reasonable endeavours, OF2 acknowledges that:

- (a) the State will only be obliged to bring about the relevant outcome to the extent that it is reasonably able to do so, having regard to its resources and other responsibilities;
- (b) the State cannot guarantee the relevant outcome; and
- (c) the State, by undertaking to exercise best or reasonable endeavours, does not agree to:
 - (i) interfere with or influence the exercise by itself or any other person of a statutory power or discretion;
 - (ii) exercise a power or discretion or otherwise act in a manner that promotes the objectives and expected outcomes of the Stage 2 Documents if the State regards that exercise as not in the public interest;

- (iii) develop policy or legislate by reference only or predominantly to the interests of the Stage 2 Documents;
- (iv) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the Stage 2 Documents; or
- (v) act in any other way that the State regards as not in the public interest.

5.4 State Representative

- (a) The State must ensure that a person is appointed as its representative for all purposes under the State Stage 2 Documents with full power and authority to act for, on behalf of and to bind the State under the State Stage 2 Documents (**State Representative**).
- (b) The State Representative will carry out the functions of the State under the State Stage 2 Documents as the agent of the State (and not as an independent verifier, rail safety engineer, reviewer, certifier, assessor or valuer).
- (c) OF2 must comply with all directions, instructions and other notices given by the State Representative under the State Stage 2 Documents.
- (d) The State may at any time by notice to OF2 replace the State Representative with another person.

5.5 Appointees of State Representative

The State Representative may:

- (a) by notice to OF2 appoint persons to exercise any of the functions of the State under the State Stage 2 Documents;
- (b) not appoint more than one person to exercise a specific function at any one time;
- (c) revoke any appointment under **clause 5.5(a)** by notice to OF2; and
- (d) continue to exercise a function under a State Stage 2 Document despite appointing another person to exercise the function under **clause 5.5(a)** (provided that any directions of the State Representative take precedence over those of any representatives to the extent of any inconsistency).

All references in the State Stage 2 Documents to the State include a reference to the State Representative or any appointee under **clause 5.5(a)**.

5.6 OF2 Representative

- (a) OF2 must ensure that at all times a natural person is appointed as its representative for all purposes under the State Stage 2 Documents with full power and authority to act for, on behalf of and to bind OF2 under the State Stage 2 Documents (**OF2 Representative**).
- (b) Any communication with or information given to the OF2 Representative by or on behalf of the State will be deemed to be made or given to OF2.
- (c) OF2 may revoke the authority or appointment of the OF2 Representative at any time by notice to the State, provided that it appoints another natural person as an alternate or substitute OF2 Representative by notice to the State.
- (d) OF2 must ensure that the OF2 Representative is available at all reasonable times for communications with the State.

5.7 Senior Project Group (Stage 2)

- (a) **(Composition):** A Senior Project Group (Stage 2) must be established consisting of:
 - (i) the State Representative;
 - (ii) the OF2 Representative;
 - (iii) 2 other persons from OF2, and 2 other persons from the State, holding positions more senior than the persons referred to in **clause 5.7(a)(i)** and **5.7(a)(ii)** (as applicable to the relevant party); and
 - (iv) such other persons as the parties agree on.
- (b) **(Delegates):** The persons referred to in **clause 5.7(a)** may appoint delegates (of an equivalent level of seniority or experience) to attend Senior Project Group (Stage 2) meetings in their absence.
- (c) **(Objectives):** The objectives of the Senior Project Group (Stage 2) are to:
 - (i) facilitate the development of a long term, collaborative working relationship between the parties;
 - (ii) monitor the overall progress of the Stage 2, including its integration into the System and transition to operations under the Project Deed;
 - (iii) assist with the resolution of any matters referred to the Senior Project Group (Stage 2) by a party;
 - (iv) review each D&C Phase Progress Report provided by OF2 during the D&C Phase; and
 - (v) review and consider such other matters relating to Stage 2 as are agreed between the parties from time to time.
- (d) **(Frequency of meetings):** The Senior Project Group (Stage 2) will meet monthly during the D&C Phase, unless the parties agree otherwise.
- (e) **(Administration):** The State Representative will convene and chair meetings of the Senior Project Group (Stage 2) and will take the minutes of all meetings and distribute the minutes to the members of the Senior Project Group (Stage 2).
- (f) **(State may require certain representatives to attend):** At the State's request, OF2 must procure the attendance of representatives of the D&C Contractor, any Significant Contractor, OF1, the O&M Contractor or the Debt Financiers at meetings of the Senior Project Group (Stage 2) as observers. The State is also entitled to have representatives of the State or any Authority attend meetings as observers.
- (g) **(OF2 may bring certain representatives):** OF2 may have a representative of the D&C Contractor, OF1 or the O&M Contractor attend any meeting of the Senior Project Group (Stage 2) as an observer, and will provide prior notice to the State of the proposed attendees at each Senior Project Group (Stage 2) meeting.
- (h) **(No legal effect):** The Senior Project Group (Stage 2) is consultative and advisory only and nothing which occurs during a meeting of the Senior Project Group (Stage 2) will:
 - (i) affect the rights or obligations of the State, OF2 and OF2's Associates under the Stage 2 Documents;

- (ii) to the extent permitted by Law, entitle OF2 or its Associates to make any Claim against the State;
- (iii) relieve OF2 or its Associates from, or alter or affect, OF2's or its Associates' liabilities or responsibilities whether under the State Stage 2 Documents or otherwise according to Law;
- (iv) prejudice the State's rights against OF2 or its Associates whether under the Stage 2 Documents or otherwise according to Law; or
- (v) be construed as a direction by the State to do or not do anything.

5.8 Annual relationship review

- (a) As soon as practicable after the end of each calendar year, the State and OF2 must conduct an annual relationship review.
- (b) The annual relationship review must be designed to:
 - (i) review the health and quality of the working relationship between the parties during the previous year; and
 - (ii) identify opportunities to improve the working relationship between the parties during the forthcoming year.

5.9 Attendance at other groups and forums

- (a) OF2 must attend and participate in various groups and forums (in addition to the Senior Project Group (Stage 2)) as required by the PSR.
- (b) Notwithstanding the attendance and participation requirements specified in the PSR, the State may at any time direct OF2 that it is no longer required to attend or participate in any group or forum.
- (c) At any time during the D&C Phase, if OF2 considers that its attendance or participation in a particular group or forum in accordance with the PSR, is no longer necessary or desirable for Stage 2, the integration of Stage 2 with the System, with the broader community or the State's objectives for the GCRT Network, OF2 may request that the State issue a direction under clause 5.9(b).

6 Independent Verifier and Proof Engineer

6.1 Independent Verifier

- (a) **(Appointment):** The Independent Verifier will be engaged on the terms of the Independent Verifier Deed.
 - (b) **(Role):** The role and functions of the Independent Verifier are set out in the Independent Verifier Deed. They include:
 - (i) without limiting the rights or obligations of the parties under the State Stage 2 Documents, independently verify in accordance with the Independent Verifier Deed that:
 - (A) the Design Documentation; and
 - (B) the manufacture, construction, installation, supply and commissioning of the Stage 2 Works;
- comply with the requirements of the State Stage 2 Documents;

- (ii) make determinations on matters that this deed (including the PSR) expressly requires be determined by the Independent Verifier; and
 - (iii) issue certificates in accordance with this deed.
- (c) **(Independent Verifier costs):**
 - (i) Subject to **clauses 6.1(c)(ii)** and **6.1(c)(iii)**, the State will pay the IV Fee (as adjusted from time to time under section 3 of schedule 1 of the Independent Verifier Deed) and any disbursements for which the Independent Verifier is entitled to be reimbursed under the Independent Verifier Deed.
 - (ii) OF2 must pay to the State, in full on demand from time to time:
 - (A) any adjustment to the IV Fee; and
 - (B) any disbursements for which the Independent Verifier is entitled to be reimbursed under the Independent Verifier Deed,
 as a result of:
 - (C) an OF2 initiated Modification or a change to the IV Services directed by OF2 under clause 8 of the Independent Verifier Deed;
 - (D) re-verification of Design Documentation packages due to changes in Design Documentation;
 - (E) increase in the number of Design Documentation packages;
 - (F) the issue of any Limited Certificate; or
 - (G) significant delay to the performance of the IV Services having regard to the D&C Program.
 - (iii) OF2 must pay to the State, on demand from time to time, 50% of any disbursements for which the Independent Verifier is entitled to be reimbursed under the Independent Verifier Deed, in relation to the Independent Verifier's role in any dispute resolution process under **clause 49**.
- (d) **(Independence):** The Independent Verifier is obliged to act independently of the State, OF2 and any of their Associates and is not an employee, agent, contractor or consultant of the State or OF2.
- (e) **(No approval):** Subject to **clause 17.3**, a certificate given by the Independent Verifier will not:
 - (i) constitute an approval by the State of OF2's performance of its obligations under the State Stage 2 Documents;
 - (ii) be taken as an admission or evidence that the item verified or certified by the Independent Verifier complies with the State Stage 2 Documents; or
 - (iii) prejudice any rights or powers of the State whether under the State Stage 2 Documents or otherwise according to Law.
- (f) **(Determinations):** Subject to **clause 17.3(b)**, no determination of the Independent Verifier will be final and binding on the parties and if the parties wish to dispute any determination of the Independent Verifier (other than a determination referred to in **clause 17.3(b)**), they must do so in accordance with **clause 49**.

- (g) **(OF2 responsibility):**
 - (i) OF2 must comply with the Hold Point and Witness Point procedures required by this deed, including as set out in the PSR or inserted in the Project Plans by the Independent Verifier pursuant to **clause 6.1(h)(iii)**. The Hold Point and Witness Point procedures must include the attendance of the Independent Verifier, and any Hold Point may only be released by the Independent Verifier.
 - (ii) The Independent Verifier undertaking its role, functions and responsibilities as contemplated under the State Stage 2 Documents will not limit or relieve OF2 of any of its obligations under the State Stage 2 Documents.
- (h) **(Assistance):** The State and OF2 must provide the Independent Verifier with all information and documents and allow the Independent Verifier:
 - (i) to attend meetings (including any Senior Project Group (Stage 2) meetings);
 - (ii) access to all premises; and
 - (iii) to insert Hold Points or Witness Points in the Project Plans and designate the nominated authority to release the Hold Points,
 all as may be:
 - (iv) necessary or reasonably required by the Independent Verifier or the State, to allow the Independent Verifier to perform its obligations under the Independent Verifier Deed; or
 - (v) reasonably requested by the Independent Verifier or reasonably directed by the State.
- (i) **(State right to comment):** The State may provide comments to the Independent Verifier in respect of the Stage 2 Activities.
- (j) **(Replacement or new appointment):** If:
 - (i) the Independent Verifier Deed is terminated in accordance with its terms; or
 - (ii) the Independent Verifier ceases to act as the Independent Verifier for the purposes of the State Stage 2 Documents,
 the State and OF2 must engage another person to act as Independent Verifier on substantially the same terms as the Independent Verifier Deed, provided that the new Independent Verifier must:
 - (iii) be reasonably acceptable to the State and OF2;
 - (iv) have appropriate qualifications and experience (including registration as a Registered Professional Engineer to the extent required under the Professional Engineers Act); and
 - (v) have no interest or duty which conflicts or may conflict with its functions as an Independent Verifier.

Any new Independent Verifier appointed will be bound by the exercise of any function or the making of any decision by the previous Independent Verifier which would have been binding on the previous Independent Verifier but, is not bound by the exercise of any functions by the previous Independent

Verifier which would not have been binding on the previous Independent Verifier.

6.2 Proof Engineer

- (a) **(Appointment):** OF2 must:
 - (i) engage (or procure that the D&C Contractor engages on OF2's behalf) a Proof Engineer; and
 - (ii) ensure that if the engagement of the Proof Engineer is terminated or otherwise ceases, it engages another person to act as Proof Engineer.
- (b) **(Approval):** A Proof Engineer appointed under **clause 6.2(a)** must:
 - (i) be reasonably acceptable to the State;
 - (ii) be a different person to the Qualified Fire Engineer and be independent of the fire and life safety design of the Stage 2 Works;
 - (iii) have appropriate qualifications and experience (including registration as a Registered Professional Engineer to the extent required under the Professional Engineers Act); and
 - (iv) be appointed under a deed of appointment which is reasonably acceptable to the State.
- (c) **(Compliance and Assistance):** OF2 must ensure that the Proof Engineer:
 - (i) complies with the requirements set out in this deed (including the PSR) relevant to the role of Proof Engineer and the terms of its deed of appointment; and
 - (ii) provides such information, assistance and documentation to the Independent Verifier, and gives such access to the Independent Verifier (and any person authorised by the Independent Verifier), as may be reasonably required by the Independent Verifier for the purpose of performing its role and functions under the State Stage 2 Documents.
- (d) **(OF2 responsibility):** The Proof Engineer undertaking its role, functions and responsibilities as contemplated under the State Stage 2 Documents will not limit or relieve OF2 of any of its obligations under the State Stage 2 Documents.

6.3 Qualified Fire Engineer

- (a) **(Appointment):** OF2 must:
 - (i) engage (or procure that the D&C Contractor engages on OF2's behalf) a Qualified Fire Engineer; and
 - (ii) ensure that if the engagement of the Qualified Fire Engineer is terminated or otherwise ceases, it engages another person to act as Qualified Fire Engineer.
- (b) **(Approval):** A Qualified Fire Engineer appointed under **clause 6.3(a)** must:
 - (i) be reasonably acceptable to the State;
 - (ii) is a different person to the Proof Engineer and is independent of the fire and life safety design of the Stage 2 Works;
 - (iii) be (or if the QFE is not an individual, its representatives must be) an appropriately qualified and experienced fire safety engineer, (including

being registered on the National Professional Engineers Register (NPER) in the specific area of Practice of Fire Safety Engineering), with suitable experience related to underground Station fire engineering; and

- (iv) be appointed under a deed of appointment which is reasonably acceptable to the State.
- (c) **(QFE Direct Deed):** If requested by OF2, the State will enter into a direct deed with the Qualified Fire Engineer, substantially in the form set out in part C of **schedule 10 (Pro Forma Documents)**.
- (d) **(Compliance and Assistance):** OF2 must ensure that the Qualified Fire Engineer:
 - (i) complies with the requirements set out in this deed (including the PSR) relevant to the role of Qualified Fire Engineer and the terms of its deed of appointment; and
 - (ii) provides such information, assistance and documentation to the Independent Verifier, and gives such access to the Independent Verifier (and any person authorised by the Independent Verifier), as may be reasonably required by the Independent Verifier for the purpose of performing its role and functions under the State Stage 2 Documents.
- (e) **(OF2 responsibility):** The Qualified Fire Engineer undertaking its role, functions and responsibilities as contemplated under the State Stage 2 Documents will not limit or relieve OF2 of any of its obligations under the State Stage 2 Documents.

6.4 Building Surveyor (BCA Consultant)

- (a) **(Appointment):** OF2 must:
 - (i) engage (or procure that the D&C Contractor engages on OF2's behalf) a Building Surveyor; and
 - (ii) ensure that if the engagement of the Building Surveyor is terminated or otherwise ceases, it engages another person to act as Building Surveyor.
- (b) **(Approval):** A Building Surveyor appointed under **clause 6.4(a)** must:
 - (i) be reasonably acceptable to the State;
 - (ii) be independent of the OF2 and its Associates and suitably qualified;
 - (iii) be independent to the Proof Engineer and Qualified Fire Engineer;
 - (iv) be (or if not an individual, its representatives must be) an appropriately qualified building surveyor licensed by the QBCC; and
 - (v) be experienced in the certification of the design and the construction of similar buildings and associated infrastructure.
- (c) **(Building Surveyor Direct Deed):** If requested by OF2, the State will enter into a direct deed with the Building Surveyor, substantially in the form set out in part C of **schedule 10 (Pro Forma Documents)**.
- (d) **(Compliance and Assistance):** OF2 must ensure that the Building Surveyor:

- (i) complies with the requirements set out in this Deed (including the PSR) relevant to the role of Building Surveyor and the terms of its deed of appointment; and
 - (ii) provides such information, assistance and documentation to the Independent Verifier, and gives such access to the Independent Verifier (and any person authorised by the Independent Verifier), as may be reasonably required by the Independent Verifier for the purpose of performing its role and functions under the State Stage 2 Documents.
- (e) **(OF2 responsibility):** The Building Surveyor undertaking its role, functions and responsibilities as contemplated under the State Stage 2 Documents will not limit or relieve OF2 of any of its obligations under the State Stage 2 Documents.

6.5 Designer Direct Deed

If requested by OF2, the State will enter into a direct deed with the Designer, substantially in the form set out in part C of **schedule 10** (*Pro Forma Documents*).

7 Project Plans

7.1 Purpose

The intended purposes of the Project Plans include:

- (a) to demonstrate to the State that OF2 has the understanding, capacity and capability at all times to perform the Stage 2 Activities safely and in accordance with the requirements of the State Stage 2 Documents;
- (b) to ensure that the System complies with the requirements of the State Stage 2 Documents;
- (c) to define responsibilities, resources and processes for planning, performing and verifying that the Stage 2 Activities satisfy the requirements of the State Stage 2 Documents; and
- (d) to allow the State to understand how OF2 will achieve the performance outcomes specified in the State Stage 2 Documents, the objectives set out in **clause 4.1** and fulfil its obligations under the State Stage 2 Documents.

7.2 Preparation of Project Plans

- (a) **(Development of Project Plans):** OF2 must develop and finalise the Project Plans in accordance with the PSR and this **clause 7.2**, and must obtain the Independent Verifier's approval under **clause 7.4(c)(ii)** within the timeframe specified in the PSR (and must, in each case, ensure that it allows sufficient time for the process in **clause 7.4**, including any resubmission of the Project Plan as may be required under **clause 7.4**).
- (b) **(Update of Project Plans):** OF2 must, from Stage 2 Financial Close (or such later date as a Project Plan is first required to be approved under **clause 7.4(c)(ii)** in accordance with the PSR) until the Date of Stage 2 Close Out (or such earlier date contemplated by the PSR):
 - (i) regularly review (at least every 6 months or more often if required by the PSR or requested by the State or, during the D&C Phase, the Independent Verifier); and

- (ii) if necessary, expeditiously and diligently update the Project Plan to reflect changes to any information contained in those plans and to take account of events or circumstances which will, or may, affect the Stage 2 Activities, including:
 - (A) Modifications (including any Minor Works);
 - (B) Changes in Law;
 - (C) the commencement of new phases or stages of design, manufacture, construction, testing or commissioning as shown in the D&C Program; and
 - (D) any breach or potential breach of the warranty in **clause 7.3**.
- (c) **(General obligations):** OF2 must:
 - (i) ensure that each Project Plan (including each updated Project Plan) complies with the requirements of the State Stage 2 Documents, including any time frame or other requirements specified in the PSR;
 - (ii) not update any Project Plan in a manner which makes the State's obligations under the State Stage 2 Documents more onerous or increases any liability or potential liability of the State or its Associates in connection with the Stage 2 Works or the System; and
 - (iii) ensure that each Project Plan developed and updated under this **clause 7.2**:
 - (A) is based upon;
 - (B) imposes standards, levels of service, scope and requirements that are equal to, greater than or higher than those imposed by; and
 - (C) provides an equal or greater level of detail than, the initial version of that Project Plan contained in the PSR and any version of that Project Plan which has been submitted under **clause 7.4(a)**, and in respect of which neither the State nor the Independent Verifier has given a notice of non-compliance under **clause 7.4(b)(ii)** or **7.4(c)(ii)**.

7.3 Fitness for purpose

OF2 warrants that each Project Plan will at all times during the D&C Phase and until the Date of Stage 2 Close Out, be Fit for Purpose.

7.4 Review of Project Plans

- (a) **(Submission of Project Plans):** OF2 must promptly submit each Project Plan developed or updated under **clause 7.2** to the State and, during the D&C Phase, the Independent Verifier.
- (b) **(State review):** The State may:
 - (i) review any Project Plan submitted under **clause 7.4(a)**; and
 - (ii) within 10 Business Days of the submission of the Project Plan, notify OF2 and, during the D&C Phase, the Independent Verifier, if, in the opinion of the State, the Project Plan does not comply with the requirements of the State Stage 2 Documents, together with the reasons why.

- (c) **(Independent Verifier review):** During the D&C Phase, the Independent Verifier must:
 - (i) review each Project Plan submitted under **clause 7.4(a)** (taking into account any comments provided by the State under **clause 7.4(b)**); and
 - (ii) within 15 Business Days of the submission of the Project Plan, either:
 - (A) notify OF2 and the State that it considers the Project Plan does not comply with the State Stage 2 Documents and provide reasons (including detailed particulars of the alleged non-compliance); or
 - (B) approve the Project Plan, by notice to OF2 and the State.
- (d) **(Amendment of Project Plans):** If OF2 receives a notice from the Independent Verifier under **clause 7.4(c)(ii)** stating that the Independent Verifier does not consider that the Project Plan complies with the requirements of the State Stage 2 Documents OF2 must, within 20 Business Days, submit a revised Project Plan to the State and, during the D&C Phase, the Independent Verifier, and this **clause 7.4** will reapply to the revised Project Plan.
- (e) For the purposes of a review under this **clause 7.4**, if requested by the State or the Independent Verifier, OF2 must:
 - (i) make available to the State and the Independent Verifier, all relevant records held by OF2 and its Associates in relation to the Project Plan (including, in relation to the Employee Relations Management Plan, all industrial relations management records of OF2 and its Associates); and
 - (ii) provide all reasonable assistance to the State and the Independent Verifier during the review including attending reviews and meetings.

7.5 Implementation and compliance

- (a) OF2 must implement and comply with each Project Plan which has been:
 - (i) approved by the Independent Verifier under **clause 7.4(c)(ii)**; or
 - (ii) submitted under **clause 7.4(a)** and is not the subject of a notice of non-compliance under **clause 7.4(b)(ii)** or **7.4(c)(ii)** (as applicable).
- (b) OF2 must allow the State and Independent Verifier access to the Project Plans and any related contract management systems of OF2 to enable monitoring and auditing by the State and Independent Verifier, provided that the State or Independent Verifier (as applicable) will carry out such inspection, monitoring and auditing in a manner which does not unreasonably interfere with the Stage 2 Activities.

7.6 No liability

- (a) The State does not assume or owe any duty of care to OF2 to review, or if it does review it, in reviewing, any Project Plan submitted by OF2 for errors, omissions or compliance with the State Stage 2 Documents.
- (b) No review, failure to review, provision of comments or approval by, or opinion of, the State or Independent Verifier under this **clause 7.4** will:

- (i) preclude the State or Independent Verifier from subsequently asserting that a Project Plan does not comply with the requirements of the State Stage 2 Documents;
- (ii) relieve OF2 from, or alter or affect, OF2's liabilities, obligations or responsibilities whether under the State Stage 2 Documents or otherwise according to Law; or
- (iii) prejudice or limit the State's rights against OF2 whether under the State Stage 2 Documents or otherwise according to Law.

7.7 No relief

OF2 will not be relieved from compliance with any of its obligations under the State Stage 2 Documents or from any of its liabilities whether under the State Stage 2 Documents or otherwise according to Law as a result of:

- (a) compliance by OF2 with its obligations under this **clause 7** including the implementation of, and compliance with any Project Plans; or
- (b) any failure by the State or the Independent Verifier, or anyone acting on behalf of the State or the Independent Verifier, to detect any non-compliance including if any failure arises from any negligence on the part of the State, the Independent Verifier or any other person.

Compliance by OF2 with its obligations under this **clause 7** is not evidence of compliance by OF2 with its other obligations under the State Stage 2 Documents.

8 General obligations applying to all Stage 2 Activities

8.1 Interface with GCRT (Stage 1)

- (a) OF2 is responsible for the interface between GCRT (Stage 1) and Stage 2 at all times during the D&C Phase, including:
 - (i) integrating the design and construction of Stage 2 with GCRT (Stage 1);
 - (ii) any delay, disruption or damage to GCRT (Stage 1) or operation of the System (including any loss of service payments payable to OF1 under the Project Deed or revenue) to the extent caused or contributed to by OF2 or its Associates or matters for which OF2 bears the risk in relation to Stage 1 under the Stage 2 Documents;
 - (iii) any changes or Modifications to GCRT (Stage 1) or the System required or proposed arising out of, or in any way in connection with, Stage 2, the Stage 2 Works or the Stage 2 Activities;
 - (iv) procuring access to GCRT (Stage 1), drivers and Rolling Stock for the purposes of constructing and commissioning Stage 2, including for the purposes of the Acceptance Tests and any testing carried out in accordance with **clause 16.6**; and
 - (v) ensuring that, on Stage 2 Completion, the System (including signalling and systems) is fully and seamlessly integrated and capable of operation as a single component of the broader public transport network. For the avoidance of doubt, and without limiting OF2's obligations under the PSR, including in relation to the interface with GCRT (Stage 1), this **clause 8.1(a)(v)** does not require OF2 to rectify

any Defect (as defined in the Project Deed, which remain the responsibility of OF1) in GCRT (Stage 1).

- (b) OF2 must, and must ensure its Associates ensure the minimum disturbance and inconvenience to the GCRT (Stage 1) and Passengers.
- (c) Subject to the express provisions of this deed, OF2 accepts all risk associated with its obligations under **clause 8.1(a)** and will not be entitled to make any Claim against the State arising out of or in connection with such risks. No act or omission of OF1 or its Associates will entitle OF2 to any relief from performance of its obligations under this deed.

8.2 All work included

OF2 has allowed for the provision of all work and materials necessary for the Stage 2 Activities, whether or not expressly stated in the State Stage 2 Documents. All such work and materials:

- (a) must be undertaken and provided by OF2 at its own cost;
- (b) must form part of the Stage 2 Activities and will not constitute a Modification; and
- (c) will not entitle OF2 to make a Claim except as provided for in this deed.

8.3 Protection of persons and property

OF2 must:

- (a) perform the Stage 2 Activities safely and so as to protect persons and property; and
- (b) keep the Stage 2 Area in a good and safe condition so that it does not present a risk to the health and safety of any person and is suitable for its proposed use.

If the State considers there is a risk of injury to people or damage to property arising from the Stage 2 Activities, the State may direct OF2 to change its manner of working or to cease working to the extent necessary to remove the risk, and OF2 must comply with any such direction at its cost.

8.4 Workplace health and safety

(a) **(WHS obligations):** OF2 must:

- (i) in performing the Stage 2 Activities, comply with (and procure that each of its Associates complies with) all Laws and other requirements of the State Stage 2 Documents for occupational health and safety including the WHS Legislation;
- (ii) at all times comply with its Workplace Health and Safety Management Plan; and
- (iii) keep the State fully informed of all occupational health and safety incidents arising out of, or in any way in connection with, the Stage 2 Activities as soon as possible after they occur.

(b) **(Commonwealth WHS Accreditation Scheme)** OF2:

- (i) warrants that the D&C Contractor is accredited under the WHS Accreditation Scheme;
- (ii) must procure that the D&C Contractor, subject to the exclusions specified in the *Fair Work (Building Industry Accreditation Scheme)*

Regulations 2005, maintains accreditation under the WHS Accreditation Scheme while building work (as defined in section 5 of the Fair Work (Building Industry) Act 2012) is carried out; and

- (iii) must procure that the D&C Contractor complies with all conditions of the WHS Accreditation Scheme accreditation.

8.5 Principal contractor

- (a) OF2 acknowledges that:
 - (i) the State has (depending on the circumstances) a range of different potential obligations to ensure the safety of persons on the Stage 2 Area;
 - (ii) the State may be subject to civil claims or criminal prosecution if OF2 does not adequately ensure the health and safety of persons while performing the Stage 2 Activities;
 - (iii) the State has provided OF2 with sufficient information on risks associated with the Stage 2 Area and the Stage 2 Activities to enable OF2 to properly assess and control those and other risks; and
 - (iv) OF2 has control over all aspects of the Stage 2 Activities and safety issues at the Stage 2 Area.
- (b) In this **clause 8.5** the terms "principal contractor" and "construction work" have the same meanings assigned to those terms under the WHS Legislation.
- (c) Without limiting OF2's obligations under any other provision of the State Stage 2 Documents, from the date on which OF2 is given access to a part of the Construction Site in accordance with this deed:
 - (i) the State will appoint the D&C Contractor as the principal contractor under the WHS Legislation in respect of all construction work carried out by or on behalf of the State on such part of the Construction Site;
 - (ii) OF2 must procure that the D&C Contractor discharges the responsibilities imposed on the principal contractor under the WHS Legislation; and
 - (iii) the D&C Contractor's appointment as principal contractor will be effective notwithstanding that OF2, the D&C Contractor does not have exclusive possession of the Construction Site.
- (d) If required by the State, OF2 must, during the D&C Phase, procure that the D&C Contractor promptly enters into a deed (in form and substance reasonably acceptable to the State) with any landowner of a part of the Construction Site appointing the D&C Contractor as principal contractor.
- (e) OF2:
 - (i) subject to **clauses 35.2 to 35.4**, must attend to all applicable lodgements required and pay and indemnify and keep indemnified the State against all fees, fines and other amounts becoming payable under or in connection with the WHS Act (including in connection with its appointment as principal contractor);
 - (ii) is authorised to exercise such authority as is necessary to enable it or the D&C Contractor (as applicable) to discharge the responsibilities imposed on a principal contractor by the WHS Legislation;

- (iii) must ensure that each of its Associates complies with their respective obligations under the WHS Legislation; and
 - (iv) must in carrying out the Stage 2 Activities exercise and fulfil, and must procure that the D&C Contractor exercises and fulfils, all of the functions and obligations of a principal contractor under the WHS Legislation so as to ensure that the responsibilities imposed on a principal contractor by the WHS Legislation are discharged.
- (f) To the extent not prohibited by Law and, subject to **clauses 35.2 to 35.4**, OF2 must indemnify the State against any Claim or Loss suffered or incurred by the State arising out of or in connection with the failure of OF2 or the D&C Contractor to:
 - (i) exercise or fulfil the functions and responsibilities of the principal contractor under the WHS Legislation; or
 - (ii) comply with its obligations under **clauses 8.4 and 8.5**.
- (g) The D&C Contractor's appointment as principal contractor in respect of a part of the Construction Site pursuant to **clause 8.5(c)(i)** and its obligations under **clause 8.5(c)(i)** to exercise and fulfil the function and obligations of a principal contractor, ends upon the earlier of:
 - (i) the termination of this deed;
 - (ii) the Date of Stage 2 Completion; and
 - (iii) with respect to any Returned Works, the date on which they are handed over to any relevant Authority or property owner.

8.6 Prevention of nuisance and interference

In performing the Stage 2 Activities, OF2 must:

- (a) prevent nuisance;
- (b) prevent unreasonable noise, dust, vibration and disturbances; and
- (c) not interfere with, and not interfere with access to, any premises, car parks, roads or pedestrian ways or operations or activities carried out on or adjacent to the Stage 2 Area, except to the extent that such interference is required for purposes of public health or safety and is not reasonably avoidable in the performance of the Stage 2 Activities in accordance with the State Stage 2 Documents.

8.7 Traffic management

- (a) During the D&C Phase, OF2:
 - (i) is responsible for the control, direction and protection of all road and pedestrian traffic in any way affected by the carrying out of the Stage 2 Activities; and
 - (ii) must manage all such traffic to minimise any delays and disruptions to vehicular and pedestrian access and the movement of road traffic.
- (b) At all times while carrying out the Stage 2 Activities, OF2 must comply with:
 - (i) the Site Access Schedule (Stage 2), the Council Direct Deeds, the Traffic Management Plan, the PSR and the PSR (as defined in the Stage 2 Works Deed); and

- (ii) the directions, instructions, requirements or conditions of any relevant Authority or the State,

with respect to management of vehicular and pedestrian access and traffic management and safety.

8.8 Instructions from Authorities

Notwithstanding any other provision of the State Stage 2 Documents, OF2:

- (a) must not restrict, close, interfere with or obstruct the free flow of the public in public spaces, parks, pedestrian ways or pedal cycle paths, or traffic on any lane or shoulder of the existing road network, including Accommodation Works Areas, contrary to the instructions of the Queensland Police or any other Authority; and
- (b) in restricting, closing, interfering with or obstructing the free flow of the public in public spaces or parks, pedestrian ways or pedal cycle paths, or traffic on any lane or shoulder of the existing road network, including Accommodation Works Areas, must act in accordance with any instructions of the Queensland Police or any other Authority including to cease any of the Stage 2 Activities and to re-open the public space, park, pedestrian way, pedal cycle path, lane or shoulder.

8.9 Industrial relations

OF2 must, in performing the Stage 2 Activities:

- (a) subject to **clause 23**, assume sole responsibility for and manage all aspects of industrial relations in respect of its own workforce, and the workforces of its Associates, engaged in respect of the Project;
- (b) comply with the *Building Code 2013*, as amended from time to time;
- (c) develop and implement the Employee Relations Management Plan in accordance with **clause 7** and attachment 1 of annexure 17 (Project Plan Requirements) of the PSR;
- (d) keep the State fully and promptly informed of all industrial relations problems or issues which affect or are likely to affect the carrying out of the Stage 2 Activities, including giving the State prompt notice of:
 - (i) any Industrial Action which causes OF2 to suspend or cease the Stage 2 Activities; and
 - (ii) what action or measures (including settlement) OF2 has taken or proposes to take to overcome, or minimise the effects of, such Industrial Action;
- (e) at the end of the D&C Phase, pay those of its employees that become redundant, an amount which complies with all applicable Laws.

8.10 Training

- (a) In this **clause 8.10**:

Aboriginal or Torres Strait Islander Person means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives.

Apprentice or Trainee means a person undertaking an apprenticeship or traineeship as provided for in the *Further Education and Training Act 2014* (Qld).

- (b) OF2 must:
 - (i) (and must ensure that its Associates) comply with the State's 'Queensland Government Building and Construction Training Policy' (**Training Policy**) and the requirements of the PSR;
 - (ii) (and must ensure that its Associates) provide training and instruction in accordance with the Project Training Management Plan;
 - (iii) for the D&C Phase:
 - (A) ensure that, 10% of the total labour hours (as determined in accordance with the Training Policy) being undertaken by Apprentices or Trainees or through other workforce training; and
 - (B) use reasonable endeavours to ensure that the target of 2.5% of the total labour hours (as determined in accordance with the Training Policy) being undertaken by Aboriginal or Torres Strait Islander Persons (such hours can count towards the requirement of paragraph (b)(iii)(A) if the Aboriginal or Torres Strait Islander Persons are also Apprentices or Trainees or through other workforce training); and
 - (iv) keep and maintain comprehensive and detailed training and instruction records and provide the State, the Independent Verifier or their nominees, upon request, with access to such records.

8.11 Long service leave levy

- (a) Without limiting its other obligations or liabilities under the State Stage 2 Documents or otherwise, OF2 must comply with its obligations under the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).
- (b) OF2 must pay all fees, levies, charges and contributions payable (whether by the State or OF2) under the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld) in respect of the Stage 2 Works and, upon request by the State, produce to the State evidence of payment of the levy.

8.12 Cooperation and coordination with other contractors

To the extent that the State exercises its rights or complies with its obligations under this deed to engage or procure third parties or OF1 and its Associates to perform work on or in the vicinity of the Stage 2 Area during the D&C Phase (including rectification of Defects in Stage 2 Works or Returned Works, or Proximate Works), the State must use reasonable endeavours to provide to OF2 in a timely manner such information as OF2 may reasonably request (subject to any confidentiality requirements in respect of the third party arrangements) for the purposes of coordinating the work to be carried out by those third parties or OF1 and its Associates with the Stage 2 Works, and OF2:

- (a) acknowledges that:
 - (i) the Stage 2 Activities may interface with work to be carried out by such third parties or OF1 and its Associates;

- (ii) such third parties or OF1 and its Associates may be executing work on parts of the Stage 2 Area, or adjacent to the Stage 2 Area, at the same time as OF2 is performing the Stage 2 Activities;
 - (iii) the State may require OF2 to provide information to third parties or OF1 and its Associates for the purposes of coordinating the design of the work to be carried out by those parties with the Stage 2 Works and, if so, this must be provided in a timely manner by OF2; and
 - (iv) any delay in the performance of the Stage 2 Activities or in OF2 providing information to the State, or co-operating and coordinating with any such third parties, may adversely impact upon, delay or disrupt any one or more such third parties or OF1 and its Associates in a way which may lead to the State suffering or incurring Loss;
- (b) must at all times:
- (i) subject to the observance of OF2's reasonable rules or requirements as to safety or security on the relevant part of the Stage 2 Area (to the extent work is to be carried out by such third parties or OF1 and its Associates on the Stage 2 Area) which are applied generally by OF2, permit such third parties or OF1 and its Associates to execute their work on the applicable parts of the Stage 2 Area or any adjacent property to the Stage 2 Area;
 - (A) at the same time as OF2 is performing the Stage 2 Activities; and
 - (B) at the times agreed with those third parties or OF1 and its Associates, or failing agreement, at times determined by the State,

and for this purpose ensure they have safe, clean and clear access to those parts of the Stage 2 Area, or property adjacent to the Stage 2 Area, required by them for the purpose of carrying out their work;
 - (ii) take all reasonable precautions to ensure that the Stage 2 Works or the System and other improvements on the Stage 2 Area are protected from accidental damage by such third parties or OF1 and its Associates (provided that OF2 will only be required to take reasonable precautions to protect the System (within paragraph (a) of the definition) to the extent OF2 is carrying out Stage 2 Activities on or adjacent to the System Site Corridor (as defined in the Project Deed).);
 - (iii) fully co-operate with such third parties or OF1 and its Associates and do everything reasonably necessary to:
 - (A) facilitate the execution of work by the such third parties or OF1 and its Associates, including providing such assistance as may be directed by the State; and
 - (B) during the D&C Phase, ensure the effective coordination of the Design Documentation with the design and construction of the work to be carried out by such third parties or OF1 and its Associates;
 - (iv) perform the Stage 2 Activities so as to minimise any interference with or disruption or delay to the work of any such third parties or OF1 and its Associates;

- (v) be responsible for coordinating the Stage 2 Activities, including work sequencing, construction methods, safety and industrial relations matters, with those affecting, and influenced by, the personnel and work of such third parties or OF1 and its Associates;
- (vi) comply with any interface components of the Project Plans prepared by OF2 in accordance with **clause 7** and reviewed and not rejected by the State;
- (vii) use its reasonable endeavours to resolve any problems, and work closely and iteratively, with such third parties or OF1 and its Associates to achieve the best solution to such problems, related to coordination in accordance with this **clause 8.12**;
- (viii) in the event that despite using its reasonable endeavours, and working closely and iteratively with such third parties or OF1 and its Associates, OF2 and any such third parties or OF1 and its Associates fail to resolve a problem between them:
 - (A) give notice to the State with a copy to the contractor describing the problem; and
 - (B) attend any coordination meetings as requested, and to be chaired, by the State, and in good faith work with those present to attempt to resolve the problem;
- (ix) promptly advise the State and the Independent Verifier of all matters arising out of the liaison with any such third parties or OF1 and its Associates that may involve a change to work under the State Stage 2 Documents or otherwise have an adverse effect upon the Stage 2 Activities; and
- (x) without limiting **clause 8.13**, subject to **clauses 35.2 to 35.4**, indemnify the State against any Claim or Loss the State may suffer or incur arising out of or in any way in connection with a breach of this **clause 8.12** by OF2.

8.13 No claims arising out of work by third parties

Except as expressly provided in **clause 15.8, 22 or 23**, OF2:

- (a) acknowledges and agrees that, except if the State directs a Modification in circumstances where OF2 has fully complied with **clause 8.12**, the State will not be liable upon any Claim by OF2 arising out of or in any way in connection with:
 - (i) work being carried out by third parties or OF1 and its Associates engaged by or on behalf of the State; or
 - (ii) any act or omission of any such third party or OF1 and its Associates (whether or not it causes any delay, disruption or interference to the Stage 2 Activities); and
- (b) warrants that the Base Case Financial Model and the D&C Program contain sufficient allowances for the assumption by OF2 of the obligations and risks under **clause 8.12** and this **clause 8.13**.

8.14 Personnel

- (a) OF2 must provide experienced and skilled personnel to perform its obligations under the State Stage 2 Documents.

- (b) OF2 must, during the D&C Phase:
 - (i) employ or ensure that the D&C Contractor employs those personnel specified in Annexure 17, Part 2 of the PSR in the positions specified in Annexure 17, Part 2 of the PSR;
 - (ii) other than as provided under **clause 8.14(b)(iii)**, not replace and procure that the D&C Contractor does not replace the personnel referred to in **clause 8.14(b)(i)** without the State's prior approval (which must not be unreasonably withheld); and
 - (iii) if any of the personnel referred to in **clause 8.14(b)(i)**:
 - (A) die;
 - (B) become seriously ill;
 - (C) resign from the employment of OF2 or the D&C Contractor; or
 - (D) become the subject of a direction under **clause 8.14(d)**, replace or procure that the D&C Contractor replaces them with personnel of at least equivalent experience, ability and expertise approved by the State acting reasonably.
- (c) The personnel referred to in **clause 8.14(b)** (including any replacements) must:
 - (i) carry out the functions and be given the authorities and responsibilities specified for them in this deed; and
 - (ii) otherwise be available for consultation with the State when the State reasonably requires.
- (d) The State may direct OF2 to remove any person (including a person referred to in **clause 8.14(b)**) from the Stage 2 Area or the Stage 2 Activities if the State considers that the person:
 - (i) poses a risk to the health, safety or security of any person, the Stage 2 Works, the System or the Stage 2 Activities; or
 - (ii) has engaged in inappropriate conduct that renders the person unsuitable to work on the Stage 2 Area or to perform the Stage 2 Activities.
- (e) OF2 must ensure that any person the subject of a direction under **clause 8.14(d)** is not again employed (either by OF2 or any of its Associates) in connection with any of the Stage 2 Activities, or on the Stage 2 Area, without the State's prior consent.

8.15 PUP

- (a) OF2:
 - (i) must obtain, pay for, contract for the provision of, acquire or otherwise procure or provide any PUP and all connections for all PUP it needs to perform the Stage 2 Activities;
 - (ii) must investigate, protect, relocate, modify and provide for all PUP necessary for it to comply with its obligations under the State Stage 2 Documents;
 - (iii) must not, without the State's prior consent (which must not be unreasonably withheld), obtain any PUP or connect any PUP to the

Stage 2 Works or the System that are not necessary to allow OF2 to carry out the Stage 2 Activities;

- (iv) must consult with and keep the State fully informed as to OF2's dealings with the Authorities providing PUP;
 - (v) assumes the risk of the existence, location, condition and availability of PUP (in so far as they affect the Stage 2 Activities);
 - (vi) subject to **clauses 35.2 to 35.4**, indemnifies the State from and against any Loss or Claim brought against, incurred or suffered by the State arising out of or in connection with:
 - (A) any damage to, destruction of, disruption to or interference with any PUP caused by:
 - (1) the Stage 2 Activities; or
 - (2) any act or omission of OF2 or its Associates; and
 - (B) a failure by OF2 to comply with any obligations under the State Stage 2 Documents with respect to the PUP or the PUP Works.
- (b) The State will not be liable under the State Stage 2 Documents or otherwise in relation to any PUP required or used for Stage 2 or the System.
 - (c) OF2 must obtain the prior consent of the State (such consent not to be unreasonably withheld or delayed) in relation to:
 - (i) any proposal to construct any infrastructure in connection with the PUP outside the Stage 2 Area; and
 - (ii) the exact location of any infrastructure in connection with the PUP within or outside of the Stage 2 Area.

8.16 Electricity

- (a) Without limiting **clause 10.1**, if the State, as owner of the System, has obligations under any Law relating to electricity, OF2 will perform all obligations and carry out all tasks and activities required for the State to comply with the relevant Law.
- (b) In relation to electricity matters relevant to the Project, OF2 must:
 - (i) liaise and cooperate with the State and any relevant Authority;
 - (ii) provide any reasonable assistance and information required by the State or any relevant Authority within any reasonable timeframe required by the State (if so specified); and
 - (iii) if required by the State or any relevant Authority, procure the attendance of representatives of OF2 at the meetings of any Authority in relation to electricity matters.
- (c) The State may, but is not obliged to, comment on any documents submitted by OF2 to the State under this **clause 8.16**. OF2:
 - (i) must allow the State a period of 20 Business Days after the date of submission of documents to the State to review and comment on drafts of the documents;
 - (ii) if the State makes any comments on the drafts of the documents within this 20 Business Day period and those comments are consistent with OF2's obligations under the State Stage 2 Documents,

must address the State's comments on the documents and promptly resubmit the draft relevant documents to the State, and the provisions of this **clause 8.16(c)** will reapply to such resubmitted documents; and

- (iii) must not submit the relevant documents to any Authority unless the State has notified OF2 that it has no comments on the documents, or a period of 20 Business Days after the date of submission of those drafts of documents to the State has expired without the State:
 - (A) making any comments on the documents or, if the State does provide comments, after OF2 has complied with **clause 8.16(c)(ii)**; and
 - (B) advising that the State (rather than OF2) will submit the relevant documents to the relevant Authority.

8.17 System Documentation

OF2 warrants that:

- (a) the System Documentation will sufficiently, adequately and accurately document Stage 2, the operation of Stage 2 (as part of the System) and any interfaces with the System;
- (b) the System Documentation will be sufficient, adequate and accurate so as to enable the State, OF1, the O&M Contractor or a third party to operate and maintain Stage 2 (as part of the System) and otherwise carry out the Project Activities (as defined under the Project Deed); and
- (c) the System Documentation will be Fit for Purpose.

9 Community

9.1 Community Relations

- (a) **(Acknowledgement)**: OF2 acknowledges that the areas where the Stage 2 Activities are being carried out are of great importance to many people, including local residents and businesses.
- (b) **(Participation in community)**: OF2 must manage and participate in all community relations and involvement programs and activities as:
 - (i) required by the PSR;
 - (ii) required by any Approvals;
 - (iii) contained in any Project Plan, including the Communications and Stakeholder Management Plans; or
 - (iv) reasonably required by the State from time to time.

9.2 Community Requirements

OF2 must ensure the Stage 2 Activities are undertaken in accordance with the Community Requirements.

PART C – LAND AND APPROVALS

10 Law and Approvals

10.1 Compliance with Laws

OF2 must:

- (a) in performing the Stage 2 Activities, comply with all applicable Laws;
- (b) ensure that each of its Associates, in performing the Stage 2 Activities, complies with all applicable Laws; and
- (c) ensure that the Stage 2 Works and Stage 2 comply with all applicable Laws.

10.2 Approvals

- (a) The State has obtained the Key Approvals.
- (b) OF2 must:
 - (i) subject to clause 10.2(a), obtain and maintain, and ensure that each of its Associates obtains and maintains, all Approvals required to perform the Stage 2 Activities, including:
 - (A) any secondary approvals, consents or any other action required under a Key Approval; and
 - (B) any further assessment, amendment, modification, conditions or Approvals in relation to the Key Approvals, arising out of a difference between the Project (as proposed or undertaken by OF2, including the Concept Design) and the Reference Design;
 - (ii) comply with, carry out and fulfil, and ensure that:
 - (A) each of its Associates, in carrying out the Stage 2 Activities, complies with, carries out and fulfils; and
 - (B) the Stage 2 Works and, on the Date of Stage 2 Completion, Stage 2 comply with,

all applicable conditions and requirements of all relevant Approvals (including those which the State, CoGC or the Commonwealth is expressed under the terms of any Approval to be required to comply with, carry out or fulfil) and the environment, development and planning requirements set out in the PSR;
 - (iii) comply with, and ensure that each of its Associates in carrying out the Stage 2 Activities complies with, any improvement notice issued by the Rail Safety Regulator; and
 - (iv) pay all fees, effect all insurances, provide any bonds and execute any undertakings or agreements or any other document required by any relevant Authority in respect of any Approval which OF2 must obtain or comply with (and ensure that each of its Associates does likewise in relation to any Approvals which it must maintain in connection with the Stage 2 Activities).

- (c) OF2 bears all risk associated with obtaining any Approvals or amendments to Approvals (including as contemplated by **clause 10.2(b)(i)**), except as expressly provided by this deed.

10.3 Legal challenge to Key Approvals

If there is a legal challenge brought about by way of commencement of court proceedings in relation to a Key Approval, OF2 must continue to perform the Stage 2 Activities unless, as a result of that legal challenge:

- (a) it is otherwise ordered by a court or directed by the State; or
- (b) it is unlawful for it to do so.

10.4 Assistance and information

Without limiting OF2's obligations under **clauses 10.1 and 10.2(b)**, OF2 must:

- (a) promptly give the State copies of:
 - (i) all documents, notices, orders or directions given to or received by OF2 or its Associates, or OF1, including all Approvals; and
 - (ii) all documents given by OF2 or its Associates, or OF1 to an Authority; and
 - (iii) details of any consultations or other communications with an Authority, in connection with the Stage 2 Activities pursuant to any Law; and
- (b) provide the State with such assistance as may be required by the State to enable the State to:
 - (i) comply with all applicable Laws; or
 - (ii) satisfy or fulfil the conditions and requirements in respect of any:
 - (A) Approvals which are obtained by the State after the date of this deed; or
 - (B) conditions and requirements of Approvals which are required to be satisfied or fulfilled by the State.

11 Site conditions and environment

11.1 Physical conditions, investigations and Information Documents

- (a) **(Examination and investigation):** Without limiting **clauses 11.1(d) or 54.14**, OF2 warrants and for all purposes it will be deemed to be the case that, prior to the date of this deed, OF2:
 - (i) examined the State Stage 2 Documents (including the PSR), the Stage 2 Area and its surroundings and any other information that was made available by the State or any other person on the State's behalf, to OF2 or its Associates for the purpose of OF1 submitting the Stage 2 Proposal;
 - (ii) examined, and relied solely upon its own assessment, skill, expertise and enquiries in respect of, all information relevant to the risks, contingencies and other circumstances having an effect on the Stage 2 Proposal and its obligations under the State Stage 2 Documents;
 - (iii) satisfied itself as to the correctness and sufficiency of the Stage 2 Proposal and that it has made adequate allowance for the costs of

- complying with all of its obligations under the State Stage 2 Documents and of all matters and things necessary for the due and proper performance and completion of the Stage 2 Activities;
- (iv) informed itself of all matters relevant to the employment of labour and all industrial matters on the Stage 2 Area;
 - (v) was given the opportunity prior to OF1 submitting the Stage 2 Proposal to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - (A) relating to the subject matter of the Information Documents; and
 - (B) for design purposes and otherwise;
 - (vi) had a sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the terms of the State Stage 2 Documents, the Probity Deed Poll, the Information Documents, the Site Conditions, as well as the risks, contingencies and other circumstances having an effect on the Stage 2 Proposal, the performance of its obligations and its potential liabilities under the State Stage 2 Documents; and
 - (vii) had sufficient access to the Stage 2 Area, undertook sufficient tests, enquiries and investigations, had sufficient information and obtained a sufficient understanding of the risks involved to enable it to make an informed decision about whether or not to enter into the State Stage 2 Documents and assume the obligations and potential risks and liabilities which they impose on OF2.
- (b) **(OF2 responsible):** Except as expressly provided for in **clause 22**, OF2 is responsible for, and assumes the risk of:
- (i) all Loss or delay it suffers or incurs; and
 - (ii) any adverse effect on the Stage 2 Works or the System, arising out of, or in any way in connection with the Site Conditions encountered in performing the Stage 2 Activities.
- (c) **(Probity Deed Poll):** Prior to the date of this deed, OF2 signed the Probity Deed Poll, including acknowledgements by OF2 in respect of Information Documents provided by the State to OF2.
- (d) **(No warranty):** Without limiting **clause 11.1(e)** or the warranties or acknowledgements in the Probity Deed Poll:
- (i) the State does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of the Information Documents;
 - (ii) whether or not an Information Document is listed in **schedule 9** (*Information Documents*), OF2 acknowledges that:
 - (A) no Information Document nor any part of any Information Document forms part of the State Stage 2 Documents; and
 - (B) **clause 11.1(e)** applies to the Information Document; and
 - (iii) insofar as is permitted by Law, the State will not be liable upon any Claim by OF2 arising out of or in any way in connection with:
 - (A) the Information Documents; or

- (B) a failure by the State to provide any information to OF2.
- (e) **(No reliance):** OF2:
 - (i) warrants that it did not in any way rely upon:
 - (A) any Information Document or any other information, data, representation, statement or document made, or provided to OF2, by the State, CoGC, the Commonwealth or anyone on behalf of the State, CoGC, the Commonwealth or any other information, data, representation, statement or document for which the State is responsible or may be responsible whether or not obtained from the State or anyone on behalf of the State; or
 - (B) the accuracy, adequacy, suitability or completeness of such Information Document or other information, data, representation, statement or document,

for the purposes of entering into the State Stage 2 Documents or carrying out the Stage 2 Activities but nothing in this **clause 11.1(e)** will limit or otherwise affect OF2's obligations under the State Stage 2 Documents;
 - (ii) warrants that it enters into the State Stage 2 Documents based on its own investigations, interpretations, deductions, information and determinations; and
 - (iii) acknowledges that it is aware that the State has entered into the State Stage 2 Documents relying upon:
 - (A) the warranties, acknowledgements and agreements in **clauses 11.1(e)(i)** and **11.1(e)(ii)**; and
 - (B) the warranties and acknowledgements in the Probity Deed Poll and the Stage 2 Proposal.
- (f) **(Release and indemnity):** Subject to **clauses 35.2 to 35.4**, OF2 releases and indemnifies the State from and against:
 - (i) any Claim against the State by, or liability of the State to, any person; or
 - (ii) (without being limited by **clause 11.1(f)(i)**) any Loss suffered or incurred by the State,

arising out of or in any way in connection with:

 - (iii) the provision of, or the purported reliance upon, or use of, the Information Documents by OF2, OF2's Associates or any other person to whom the Information Documents are disclosed by OF2 or OF2's Associates;
 - (iv) any breach by OF2 of this **clause 11.1**; or
 - (v) the Information Documents being relied upon or otherwise used in the preparation of any information or document by OF2, OF2's Associates or any person to whom the Information Documents are disclosed by OF2 or OF2's Associates, including any Information Document which is "misleading or deceptive" or "false or misleading" (within the meaning of those terms in sections 18 and 29 (respectively) of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation).

- (g) **(Release):** OF2 releases and will procure the OF2's Associates and OF1 release the State from and against:
 - (i) any Claim against the State by, or liability of the State to, any person; or
 - (ii) without being limited by **clause 11.1(g)(i)** any Loss suffered or incurred by the State,

arising out of or in any way in connection with a failure by the State to provide any information to OF2 or OF2's Associates (other than to the extent the State is expressly required to provide information under the State Stage 2 Documents).

11.2 Condition of the Stage 2 Area and structures

- (a) **(No representation by State):** The State makes no representations and gives no warranty to OF2 in respect of:
 - (i) GCRT (Stage 1) or the System;
 - (ii) the condition of:
 - (A) the Stage 2 Area; or
 - (B) any structure or other thing on, above or adjacent to, or under the surface of, the Stage 2 Area;
 - (iii) the adequacy or suitability of the Stage 2 Area for the Project;
 - (iv) the existence, location, condition or availability of PUP in respect of the Stage 2 Area; or
 - (v) the feasibility or fitness for purpose of the Concept Design including in respect of the constructability of the Concept Design having regard to the physical conditions and characteristics of the Stage 2 Area.
- (b) **(OF2 accepts land):** Subject to **clauses 11.3** and **22**, OF2 accepts:
 - (i) the Stage 2 Area (including any Extra Land); and
 - (ii) any structures or other things on, above or adjacent to, or under the surface of, the Stage 2 Area (including any Extra Land),

in their present condition subject to all defects and Site Conditions.
- (c) **(Own investigations):** OF2 must investigate, design and construct the Stage 2 Works in accordance with the State Stage 2 Documents and, subject to **clause 22**, will not be relieved of its obligations under the State Stage 2 Documents, irrespective of:
 - (i) the Site Conditions encountered in performing the Stage 2 Activities;
 - (ii) whatever may be the condition or characteristics (including all sub-surface conditions) of:
 - (A) the Stage 2 Area, the Environment or their surroundings; or
 - (B) any structure or other thing on, above or adjacent to, or under the surface of, the Stage 2 Area, the Environment or their surroundings; and
 - (iii) any assumptions, projections, estimates, contingencies or otherwise that OF2 may have made in relation to the Site Conditions or the

conditions or the characteristics of any of the matters referred to in **clause 11.2(c)(ii)**.

11.3 Contamination

(a) **(Responsibility):** Without limiting **clause 11.2**, OF2 is responsible for:

(i) all Contamination in, on, over or under the Stage 2 Area which:

(A) is encountered or disturbed by the carrying out of the Stage 2 Activities; or

(B) otherwise arises out of or in connection with the Stage 2 Activities,

other than to the extent such Contamination is:

(C) caused or contributed to by the State or its Associates during the D&C Phase; or

(D) Migrating Contamination;

(ii) all Contamination in, on, over or under the Stage 2 Area which migrates out of the Stage 2 Area from inside the Stage 2 Area as a result of the Stage 2 Activities or any act of OF2 or its Associates; and

(iii) any Contamination outside of the Stage 2 Area to the extent caused or contributed to by OF2 or its Associates in carrying out the Stage 2 Activities.

(b) **(OF2's obligations):** OF2 must:

(i) not do anything with the intent, directly or indirectly, of causing or being likely to cause Contamination or the service of an Environmental Notice;

(ii) notify the State as soon as practicable, but nevertheless within 5 Business Days after OF2 discovers or becomes aware of any Contamination in, on, over or under the Stage 2 Area (whether or not OF2 or its Associates caused or contributed to that Contamination or OF2 is otherwise responsible for that Contamination under **clause 11.3(a)**) of:

(A) the presence of that Contamination;

(B) whether, in OF2's opinion, the Contamination is:

(1) Contamination for which OF2 is responsible under **clause 11.3(a)**;

(2) Contamination which was caused or contributed to by the State or any of its Associates during the D&C Phase; or

(3) Migrating Contamination,

and the basis on which OF2 holds that opinion; and

(C) whether an Environmental Notice has been issued in respect of that Contamination.

If an Environmental Notice is issued in respect of any Contamination after OF2 has issued a notice under this **clause 11.3(b)(ii)** in respect of that Contamination, OF2 must issue a further notice under this **clause 11.3(b)(ii)** within 2 Business Days of receipt of the

Environmental Notice, notifying the State that the Environmental Notice has been issued;

- (iii) dispose of, or otherwise deal with, any Contamination for which OF2 is responsible under **clause 11.3(a)**, in accordance with Law (regardless of whether an Environmental Notice has been issued with respect to that Contamination);
 - (iv) remediate the Stage 2 Area to the extent to which:
 - (A) it is in any way degraded by any Contamination for which OF2 is responsible under **clause 11.3(a)**; and
 - (B) the Contamination is of such a nature that an Authority could issue a statutory notice requiring it to be remediated,
(regardless of whether an Environmental Notice has been issued with respect to that Contamination);
 - (v) satisfy the requirements (and ensure that each of its Associates in carrying out the Stage 2 Activities satisfies the requirements) of an Environmental Notice issued in relation to the Stage 2 Area in relation to Contamination for which OF2 is responsible under **clause 11.3(a)**, regardless of whether:
 - (A) the Environmental Notice is addressed to the State, OF2 or some other person; or
 - (B) the Contamination occurred before or after OF2 or its Associates were given access to the relevant land;
 - (vi) to the extent directed by the State under **clause 11.3(c)(iii)(D)**, satisfy the requirements (and ensure that each of its Associates in carrying out the Stage 2 Activities satisfies the requirements) of an Environmental Notice issued in relation to the Stage 2 Area in relation to Contamination (which is not Contamination for which OF2 is responsible under **clause 11.3(a)**), regardless of whether:
 - (A) the Environmental Notice is addressed to the State, OF2 or some other person; or
 - (B) the Contamination occurred before or after OF2 or its Associates were given access to the relevant land; and
 - (vii) subject to **clauses 35.2 to 35.4**, indemnify the State against any Claim or Loss brought against, suffered or incurred by the State arising out of or in any way in connection with any Contamination for which OF2 is responsible under **clause 11.3(a)** or any failure by OF2 to comply with any obligation under this deed in connection with Contamination.
- (c) If OF2 notifies the State under **clause 11.3(b)(ii)** that, in OF2's opinion, the Contamination is:
- (i) Contamination which was caused or contributed to by the State or any of its Associates during the D&C Phase; or
 - (ii) Migrating Contamination,

then the State will notify OF2 within 5 Business Days (or such longer period as the State reasonably requires in the circumstances, having regard to the nature of the Contamination, the evidence provided by OF2 under

clause 11.3(b)(ii) and whether any Environmental Notice has been issued in respect of the Contamination);

(iii) that the State agrees with OF2, in which case:

- (A) if an Environmental Notice has not been issued in respect of that Contamination, the State may; or
- (B) if an Environmental Notice has been issued in respect of that Contamination, the State must,

either:

- (C) notify OF2 that the State will (at its own cost) remediate, or appoint a third party to remediate, those parts of the Stage 2 Area affected by the Contamination and complete or procure the completion of that remediation as soon as practicable; or
- (D) direct OF2 to remediate those parts of the Stage 2 Area affected by the Contamination (and clause 11.3(d) will apply),

provided that nothing in this clause 11.3(c) will entitle OF2 to any payment or compensation for costs, or any relief, in respect of any measure OF2 is required to take under the conditions of any Approval (other than under an additional condition of an Approval or an additional Approval that is required to comply with the State direction under clause 11.3(c)(iii)(D), to the extent OF2 is entitled to payment under clause 11.3(d)); or

(iv) that the State considers the Contamination is Contamination for which OF2 is responsible under clause 11.3(a), in which case either party may refer the matter for dispute resolution under clause 49.

(d) If the State directs OF2 to remediate any Contamination on the Stage 2 Area in accordance with clause 11.3(c)(iii)(D), that direction will be deemed to be a State initiated Modification, including for the purposes of payment by the State to OF2 for OF2's costs of remediating that Contamination in accordance with clause 26.8.

(e) If an Environmental Notice is issued in respect of Contamination on the Depot Upgrade Works Site that requires OF2 to trace (and remediate) the Contamination in, on, over or under the Depot Upgrade Works Site back to the source of that Contamination outside of the Stage 2 Area, then:

- (i) OF2 must notify the State of that Contamination in accordance with clause 11.3(b)(ii) and OF2's opinion whether this clause 11.3(e) applies, together with a copy of the Environmental Notice and an estimate of the cost for OF2 to comply with the Environmental Notice; and
- (ii) the State will, within 10 Business Days (or such longer period as the State reasonably requires in the circumstances having regard to the nature of the Contamination, the evidence provided by OF2 under clause 11.3(e)(i) and the requirements of the Environmental Notice):
 - (A) notify OF2 that the State will (at its own cost, except to the extent the Contamination was caused or contributed to by OF2 or its Associates in which case the cost incurred by the State will be payable by OF2) comply with, or appoint a third party to comply with, the Environmental Notice, and will complete or

procure the completion of that remediation as soon as practicable;

- (B) direct OF2 to comply with the Environmental Notice, in which case that direction will be deemed to be a State initiated Modification, including for the purposes of payment by the State to OF2 for OF2's costs of remediating that Contamination in accordance with **clause 26.8** (provided that OF2 will not be entitled to any compensation or relief to the extent the Contamination was caused or contributed to by OF2); or
- (C) notify OF2 that it does not agree that this **clause 11.3(e)** applies to the relevant Environmental Notice, in which case either party may refer the matter for dispute resolution under **clause 49**.

For the avoidance of doubt, notwithstanding anything in this **clause 11.3(e)**, OF2 will remain responsible for, and will not be entitled to any relief or compensation for:

- (iii) complying with the Environmental Notice and OF2's other obligations under this **clause 11.3** in respect of any Contamination in, on, over or under the Depot Upgrade Works Site; and
- (iv) doing all things reasonably necessary and consistent with D&C Best Practices and the State Stage 2 Documents to protect the Depot Upgrade Works Site from Contamination entering that site.

11.4 Environmental compliance

OF2 must:

- (a) **(no improper use of Stage 2 Area):** not use the Stage 2 Area, or allow any of its Associates to use the Stage 2 Area, so that:
 - (i) any Industrial Waste or Hazardous Substance is abandoned or dumped on the Stage 2 Area;
 - (ii) any Industrial Waste or Hazardous Substance is handled in a manner which is likely to cause an Environmental Hazard; or
 - (iii) any other substance is released from, deposited to, or emanates from, the Stage 2 Area such that a state of Contamination occurs;
- (b) **(be environmentally responsible):** at all times carry out, and ensure that its Associates carry out, the Stage 2 Activities in an environmentally responsible manner, in accordance with D&C Best Practices, and so as to protect the Environment and keep the Stage 2 Area in a good and safe condition;
- (c) **(comply with Environmental Laws):** without limiting **clause 10**:
 - (i) comply with, and ensure that its Associates in performing the Stage 2 Activities comply with:
 - (A) all Laws and relevant Approvals relating to the Environment; and
 - (B) all Environmental Notices; and
 - (ii) obtain and comply with all requirements of, and ensure that its Associates in performing the Stage 2 Activities obtain and comply with all requirements of, any Approvals required in order to release or emit

anything from the Stage 2 Area into the air or water or onto the ground or otherwise into the Environment or to emit any substantial noise; and

- (d) **(notification):** immediately notify the State as soon as OF2:
 - (i) becomes aware of any non compliance with the requirements of any Law or Approval regarding the Environment in the performing of the Stage 2 Activities;
 - (ii) becomes aware of a Site Condition that differs materially from the Site Conditions described in the Information Documents and the measures to be taken by OF2 in relation to that Site Condition;
 - (iii) becomes aware of any information, fact or circumstance where, if the State or the freehold owner of the Stage 2 Area were to be aware of such information, fact or circumstance, the State or the freehold owner of the Stage 2 Area (as applicable) would be required to notify any Authority of that information, fact or circumstance pursuant to any Law relating to the Environment (without limiting any other obligation of OF2 in relation to the information, fact or circumstances); or
 - (iv) notifies any Authority of any matter pursuant to any Law relating to the Environment, in which case OF2 must provide to the State a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification.

11.5 Environmental Management Plans

OF2:

- (a) must comply with, and ensure that its Associates in performing the Stage 2 Activities comply with, the Environmental Management Plans; and
- (b) will not be relieved from compliance with any of its obligations under the State Stage 2 Documents or from any of its liabilities whether under the State Stage 2 Documents or otherwise according to Law as a result of:
 - (i) compliance with the Environmental Management Plans;
 - (ii) any audits or other monitoring by the State of OF2's compliance with the Environmental Management Plans; or
 - (iii) any failure by the State, or anyone acting on behalf of the State, to detect any non-compliance including if any failure arises from any negligence on the part of the State or other person.

11.6 Liability under the NGER Legislation

- (a) Without limiting any other clause in this deed, OF2 acknowledges and agrees that, if any of the Stage 2 Activities constitute a "facility" within the meaning of the NGER Legislation, then for the purposes of the NGER Legislation, it has operational control of that facility or facilities and OF2 will comply with any obligations arising in respect of the Stage 2 Activities under the NGER Legislation.
- (b) If, despite the operation of clause 11.6(a), the State incurs, or but for this clause 11.6 would incur, a liability under or in connection with the NGER Legislation as a result of or in connection with the Stage 2 Activities, and the NGER Legislation provides that such liability can be transferred by the State to OF2, OF2 must, upon the request of the State, do all things reasonably necessary to transfer the liability to OF2.

11.7 Provision of Emissions and Energy Data to the State

- (a) OF2 must provide OF2's Emissions and Energy Data to the State:
 - (i) subject to **clause 11.7(b)**, within 10 Business Days of receiving notice from the State indicating that it requires OF2's Emissions and Energy Data to be provided; and
 - (ii) on each occasion that OF2 is required to provide OF2's Emissions and Energy Data to an Authority under the NGER Legislation or any other Law.
- (b) The State must act reasonably in exercising its rights under **clause 11.7(a)(i)**. The parties agree that it will not be reasonable for the State to exercise these rights more than once every three months or otherwise as required in order to comply with any reporting requirements under relevant legislation unless the State is required to provide Energy and Emissions Data to an Authority under the NGER Legislation or any other Law more frequently.
- (c) OF2 acknowledges and agrees that the State may use OF2's Emissions and Energy Data for any purpose as it sees fit.

11.8 Reporting NGERs Data

- (a) This **clause 11.8** applies if despite the operation of **clause 11.6**, the State incurs a liability under or in connection with the NGER Legislation as a result of or in connection with the Stage 2 Activities.
- (b) If the State notifies OF2 that OF2 is required to provide OF2's NGERs Data to the State, then OF2 must:
 - (i) provide OF2's NGERs Data to the State in the same manner, form and level of detail, based on the same methods and at the same times:
 - (A) as if OF2 were obliged under the NGER Legislation to provide OF2's NGERs Data to the Greenhouse and Energy Data Officer and the State was the Greenhouse and Energy Data Officer; and
 - (B) without limiting **clause 11.8(b)(i)(A)**, as may be required to enable the State:
 - (1) to discharge, as and when they fall due, any obligations that it may have to provide OF2's NGERs Data to the Greenhouse and Energy Data Officer; and
 - (2) to provide to the Greenhouse and Energy Data Officer any OF2's NGERs Data that it may be entitled to provide concerning any greenhouse gas project;
 - (ii) provide any of OF2's NGERs Data to the State in accordance with the requirements or approvals of the Greenhouse and Energy Data Officer and any reasonable directions by the State;
 - (iii) keep all such OF2's NGERs Data as may be required to enable it to discharge its obligations under **clause 11.8(b)(i)**;
 - (iv) retain records of its activities that are the basis of OF2's NGERs Data for any financial year, for a period of not less than 7 years from the end of the year in which the relevant activities take place; and

- (v) permit OF2's NGERs Data to be examined, monitored, measured, copied, audited and verified by any persons appointed or authorised for that purpose by the State or the Greenhouse and Energy Data Officer, and co-operate with and provide all reasonable assistance to any such persons, including giving access to premises, Materials, producing and giving access to documents (including any records kept and retained under **clauses 11.8(b)(iii) and 11.8(b)(iv)**) and answering questions.
- (c) Without limiting **clause 11.8(b)**, OF2 must assist the State to comply with the NGER Legislation in relation to any aspect of the Stage 2 Activities.
- (d) OF2 acknowledges and agrees that:
 - (i) OF2's NGERs Data is provided to the State:
 - (A) to discharge any obligations that the State may have to provide such NGERs Data to the Greenhouse and Energy Data Officer; and
 - (B) so that the State may provide to the Greenhouse and Energy Data Officer any OF2's NGERs Data that it may be entitled to provide concerning any greenhouse gas project;
 - (ii) the State may provide or otherwise disclose OF2's NGERs Data to any Authority; and
 - (iii) nothing in this **clause 11.8** is to be taken as meaning that the State has agreed to perform on behalf of OF2, any obligation that OF2 itself may have under the NGER Legislation regarding the provision of NGERs Data to the Greenhouse and Energy Data Officer.

12 Tenure and access

12.1 Tenure

The State will grant:

- (a) the Construction Licence (Stage 2) to OF2 for the D&C Phase; and
 - (b) the System Site Licence (Stage 2) to OF2 for the Operations Phase,
- in accordance with and subject to the Agreement to Licence (Stage 2).

12.2 Access to and from the Stage 2 Area

At all times when carrying out the Stage 2 Activities, OF2 is responsible for gaining access to and from the Stage 2 Area and, except as expressly provided in this deed, will not be entitled to make any Claim against the State in connection with access, or failure to gain or delay in gaining access, to and from the Stage 2 Area.

12.3 Native Title Claims

- (a) OF2 acknowledges and agrees that neither the State nor any other person has made any representation, given any advice or given any warranty as to the existence or otherwise of any native or aboriginal title in respect of the Stage 2 Area or any part of the Stage 2 Area.
- (b) As between the State and OF2:
 - (i) the State will deal with any Native Title Claim in respect of the Stage 2 Area or any part of the Stage 2 Area; and

- (ii) the State will pay any compensation or other moneys required to be paid to the native title holders of the Stage 2 Area or any part of the Stage 2 Area pursuant to a Native Title Claim by those native title holders.
- (c) If there is a Native Title Claim with respect to the Stage 2 Area or any part of the Stage 2 Area, OF2 must:
 - (i) continue to perform the Stage 2 Activities, except to the extent otherwise:
 - (A) directed by the State;
 - (B) ordered by a court or tribunal; or
 - (C) required by Law;
 - (ii) at the request of the State, or if required to do so under any Law or by order of a court or tribunal, and at the State's cost, provide all reasonable assistance in connection with dealing with the Native Title Claim (including giving the State and any other persons authorised by the State access to the Stage 2 Area or that part of the Stage 2 Area which is the subject of the Native Title Claim when reasonably required by the State for that purpose);
 - (iii) take all reasonable steps to mitigate such costs and expenses;
 - (iv) comply with all reasonable directions of the State concerning the Native Title Claim and its consequences; and
 - (v) ensure that its Associates comply with the requirements of this **clause 12.3(c)**.

For the purposes of **clause 12.3(c)(i)(A)**, the State may by notice direct OF2 to suspend performance of any or all of the Stage 2 Activities until such time as the State gives OF2 further notice. No party will be in default of its obligations under the State Stage 2 Documents in so far as the failure or delay in the observance or performance of those obligations by that party arises as a consequence of a direction, order or requirement specified in **clause 12.3(c)(i)**.

- (d) Except as stated in this deed, the State will not be liable to OF2 for any Loss which OF2 or its Associates suffer or incur as a result of a Native Title Claim in respect of any part of the Stage 2 Area.

12.4 Artefacts

- (a) **(Discovery):** All Artefacts discovered on or under the surface of the Stage 2 Area will, as between the parties and to the extent any relevant Law permits, be the absolute property of the State.
- (b) **(OF2's obligations):** OF2 must:
 - (i) upon the discovery of any Artefact:
 - (A) immediately notify the State of the discovery of the Artefact;
 - (B) comply with applicable Law (including the *Queensland Heritage Act 1992* (Qld) and the *Aboriginal Cultural Heritage Act 2003* (Qld)) and any directions or orders imposed by any relevant Authority upon OF2 or the State in respect of the Artefact;

- (C) comply with all reasonable directions of the State in respect of the State's obligations under all applicable Laws in respect of the Artefact; and
 - (D) continue to perform the Stage 2 Activities except to the extent otherwise:
 - (1) directed by the State;
 - (2) ordered by a court or tribunal; or
 - (3) required by Law;
 - (ii) at all times permit the State to watch or examine any excavation on the Stage 2 Area; and
 - (iii) take every reasonable precaution in carrying out the Stage 2 Activities so as to prevent Artefacts being damaged or removed until appropriate arrangements for dealing with, or removing, the Artefacts have been made.
- (c) **(CHMP):** Arrangements regarding the management of:
- (i) known issues of Aboriginal Cultural Heritage; and
 - (ii) issues of Aboriginal Cultural Heritage discovered during the performance of the Stage 2 Activities,
- are set out in the CHMP.
- (d) **(Compliance with CHMP):** OF2 must comply with:
- (i) the provisions and procedures of the CHMP; and
 - (ii) all reasonable directions of the State concerning Artefacts and the protection of Aboriginal Cultural Heritage under the *Aboriginal Cultural Heritage Act 2003* (Qld).
- (e) **(OF2 to bear loss):** If:
- (i) OF2 fails to observe the requirements of:
 - (A) the *Aboriginal Cultural Heritage Act 2003* (Qld);
 - (B) the CHMP; or
 - (C) any directions or orders imposed by any relevant Authority upon OF2 or the State in respect of the Artefact; and
 - (ii) as a result of such failure OF2 or its Associates are enjoined from carrying out the Stage 2 Activities or suffer any financial penalty,
- OF2 will:
- (iii) bear all resultant Losses including those arising out of or in connection with any delay or disruption to the Project; and
 - (iv) not be entitled to make any Claim against the State.

12.5 Working hours

- (a) Subject to **clause 12.5(b)**, unless otherwise agreed between OF2 and the State, the hours of work applicable to the Stage 2 Activities to be carried out on the Construction Site are those permitted by relevant Law and relevant Authorities.
- (b) If the State considers:

- (i) OF2 is not complying with its obligations under **clause 8.6** or **8.7** or annexures 4 (D&C Program Requirements) or 13 (Communication and Stakeholder Management Requirements) of the PSR; and
 - (ii) the hours of work during which the Stage 2 Activities to be carried out on the Construction Site are causing or contributing to that failure,
- the State may (acting reasonably), by notice to OF2, restrict the hours of work during which the Stage 2 Activities may be carried out on the Construction Site.

12.6 Permitted Use

- (a) OF2 must not use the Construction Site, or permit it to be used, for any purpose other than the Permitted Use without the State's prior consent.
- (b) OF2 must not:
 - (i) undertake the Stage 2 Works (other than the Temporary Works and the Returned Works) on, in or under land located outside the System Site Corridor;
 - (ii) undertake the Temporary Works on, in or under land located outside the Stage 2 Area; and
 - (iii) undertake the Returned Works on, in or under land located outside the Stage 2 Area, the Accommodation Works Areas and any other land where OF2 has the permission of the property owner to undertake those works.

12.7 Existing Operations

- (a) OF2 acknowledges that:
 - (i) the Public Bus Operator, CoGC, DTMR and any other persons will continue their Existing Operations during the course of the carrying out of the Stage 2 Activities;
 - (ii) the Construction Site is used by other persons and will not be available exclusively to OF2; and
 - (iii) in using the Construction Site, OF2 must ensure the minimum disturbance and inconvenience to the Existing Operations.
- (b) OF2:
 - (i) in accessing the Construction Site, must comply with its obligations in the Site Access Schedule (Stage 2) with respect to Prohibited Access Roads, Access Thoroughfare Roads and Prohibited Access Areas (as those terms are defined in the Site Access Schedule (Stage 2)); and
 - (ii) bears the risk subject to **clause 22**, of coordinating its access to the Construction Site with any other relevant party (including the Public Bus Operator, CoGC and DTMR) that use the access ways to the Construction Site.
- (c) Without limiting any other obligations of OF2, OF2 must:
 - (i) to the extent reasonably possible in performing the Stage 2 Activities not interfere with the free movement of traffic (vehicular, pedal cycle and pedestrian) into and out of, adjacent to, around, on or about the Construction Site or the Existing Operations or block or impair access to any premises, car parks, roadways, pedestrian ways, public spaces,

parks, pedal cycle paths or other facilities associated with the Existing Operations and comply with the State's reasonable directions in relation to them;

- (ii) comply with any reasonable direction of the State in connection with:
 - (A) the Existing Operations (including access to and use of the Construction Site), to the extent such direction is consistent with OF2's obligations under this **clause 12.7**; and
 - (B) workplace health and safety issues to enable the State to comply with, and not place the State in breach of, its obligations under workplace health and safety law;
- (iii) keep itself informed as to the requirements to comply with and not do anything which may place the State in breach of Law applying to the Existing Operations on the Construction Site;
- (iv) ensure that in carrying out and completing the Stage 2 Activities, the Stage 2 Works properly interface and integrate with, and connect to, the physical infrastructure of the Existing Operations so as to enable the Stage 2 Works (other than the Temporary Works), when completed, to fully comply with the requirements of the State Stage 2 Documents; and
- (v) immediately:
 - (A) repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in connection with the Stage 2 Activities; and
 - (B) when directed by the State, take such action as is required to ensure that its obligations in this **clause 12.7(c)** are complied with.
- (d) Except to the extent expressly permitted by this deed, OF2 must:
 - (i) not unreasonably disrupt, interrupt or interfere in any way with the Existing Operations;
 - (ii) not cause any nuisance or inconvenience to the Existing Operations except to the extent such nuisance or inconvenience is a direct and unavoidable result of carrying out and completing the Stage 2 Activities in accordance with the State Stage 2 Documents; and
 - (iii) program and co-ordinate the Stage 2 Activities using D&C Best Practices and so as to minimise the effect that the carrying out of the Stage 2 Activities has on the Existing Operations.
- (e) OF2 must comply with its obligations under the QR Interface Deed in relation to coordination of the Stage 2 Activities and the Stage 2 Works with QR's Existing Operations at and in the vicinity of Helensvale Station.
- (f) OF2 must ensure that each of its Associates at all times complies with this **clause 12.7**.

12.8 Private Developments

- (a) **(Development Assessment Protocol):** The State may consult with OF2 (and OF2 must, if required by the State, consult with the State), in accordance with the Development Assessment Protocol in relation to any

application received by DTMR as a technical advice agency in relation to Private Development.

- (b) **(Existing Operations):** A Private Development will be an Existing Operation if the Private Development is the subject of:
 - (i) a Private Development Approval granted at the date of this deed and listed in **schedule 12** (*Existing Private Development Applications and Private Development Approvals*);
 - (ii) a Private Development Approval which is granted on the basis of a Private Development Application made at the date of this deed and listed in **schedule 12** (*Existing Private Development Applications and Private Development Approvals*); and
 - (iii) subject to **clause 12.8(d)**, a Private Development Application made after the date of this deed.
- (c) **(All Private Developments):** OF2 must:
 - (i) keep itself informed as to the requirements to comply with and not do anything which may place the State or its Associates in breach of Law applying to Private Development adjacent to or in the vicinity of the Construction Site or the System Site;
 - (ii) not unreasonably disrupt, interrupt or interfere in any way with Private Development adjacent to or around the Construction Site or the System Site, except to the extent expressly permitted by this deed;
 - (iii) not cause any nuisance or inconvenience to the Private Developments except to the extent such nuisance or inconvenience is a direct and unavoidable result of carrying out and completing the Stage 2 Activities in accordance with the State Stage 2 Documents; and
 - (iv) immediately:
 - (A) repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in connection with the Stage 2 Activities; and
 - (B) when directed by the State, take such action as is required to ensure that its obligations in this **clause 12.8** are complied with.
- (d) **(Exclusions):** **Clauses 12.8(b)(iii)** and **12.8(c)** do not apply to the extent that:
 - (i) In respect of Private Development Approvals in relation to which DTMR is a technical advice agency as a result of GCRT (Stage 1), the State has not:
 - (A) provided a Private Development Application made after the date of this deed in relation to which DTMR is a concurrence agency as a result of GCRT (Stage 1) to OF2 as contemplated by **clause 12.8(a)**; or
 - (B) used reasonable endeavours to address comments made by OF2 in accordance with **clause 12.8(a)** and the Development Assessment Protocol; or
 - (ii) the Private Development Approval does not contain the inclusions referred to in clause 11.1 of the Council Interface Deed.

- (e) For the purposes of this **clause 12.8**, 'technical advice agency' means an agency in its role in providing technical advice to the State in relation to a Private Development Application.

12.9 Extra Land

- (a) OF2 must procure for itself and at its own cost the occupation or use of or relevant rights over any land and Waterways in addition to the Stage 2 Area from time to time, which is necessary or which it may deem necessary for the Stage 2 Activities (which may include additional land required for the Temporary Works, Returned Works, offsite storage, manufacturing, or lay down areas) (**Extra Land**).
- (b) Without limiting OF2's obligations under **clause 34.5** and as a condition precedent to Stage 2 Completion, OF2 must provide to the State:
 - (i) a properly executed release, on terms satisfactory to the State from all Claims from the owner or occupier of, and from any other persons having a reasonably ascertainable interest in, such Extra Land; or
 - (ii) if OF2 is unable to obtain such a release, despite using reasonable endeavours to do so, a statement signed by OF2 to the effect that, such owner or occupier or other person having an interest in such land, has failed or refused to execute such a release within 15 Business Days of it being provided by OF2 to the owner, occupier or other person following completion of the work on the Extra Land.
- (c) Subject to **clauses 35.2 to 35.4**, OF2 must indemnify the State against any liability or Claim by the owner or occupier of any part of such land where:
 - (i) the owner or occupier has not executed a release in accordance with **clause 12.9(b)(i)**; and
 - (ii) the liability or Claim arises out of or in connection with the Stage 2 Activities.
- (d) OF2 acknowledges that:
 - (i) any required integration of the Extra Land with the Stage 2 Area is at the sole risk of OF2; and
 - (ii) the State will not be liable upon any Claim by OF2 arising out of or in any way in connection with:
 - (A) identifying and obtaining access to Extra Land; or
 - (B) any delay, additional costs or other effects on the Stage 2 Activities related to the ability of OF2 or its Associates to obtain access to Extra Land or integrate such Extra Land with the Stage 2 Area.
- (e) OF2 must ensure that the use and rehabilitation of any Extra Land is to the reasonable satisfaction of the owner of the land, any lessee of the land, the State and all relevant Authorities.

12.10 Accommodation Works – Access to Unowned Parcels

- (a) (**Notice to owners**): If any Accommodation Works are required to be carried out on an Unowned Parcel, OF2 must give a notice to the owners of the property (with a copy to the State) which:
 - (i) describes the Accommodation Works to be carried out;

- (ii) requests access for the purpose of carrying out the Accommodation Works; and
- (iii) specifies the intended date for commencement of the Accommodation Works,

not less than 10 Business Days prior to the day which OF2 intends to commence the Accommodation Works.

(b) (No access):

- (i) If the owners of a property do not provide OF2 with sufficient access to carry out the Accommodation Works from either:
 - (A) the date notified in the notice under **clause 12.10(a)**; or
 - (B) such other date as may be agreed between OF2 and the owners,

OF2 must promptly notify the State.

- (ii) Within 60 Business Days of receipt of notice from OF2 under **clause 12.10(b)(i)**, the State will either:
 - (A) notify OF2 of the basis upon which OF2 may access the relevant property (in which case **clause 12.10(a)** will reapply); or
 - (B) require OF2 to carry out a Modification pursuant to **clause 26** to modify the Stage 2 Works or the Stage 2 Activities to accommodate the impact (if any) of the lack of access to the relevant property on the Project.
- (iii) OF2 will not be required to carry out Accommodation Works on an Unowned Parcel to the extent prevented by the lack of access to the relevant property, from the date of OF2's notice under **clause 12.10(b)(i)** until the date of the State's notice under **clause 12.10(b)(ii)**.

(c) (Minimise disruption): Upon being given access to any property for the purpose of carrying out any Accommodation Works, OF2 must promptly carry out those Accommodation Works in a manner which minimises inconvenience and disruption to the owners, occupiers and users of the Unowned Parcel.

(d) (Rehabilitation and repair): OF2 must:

- (i) rehabilitate any part of an Unowned Parcel to at least the standard it was in immediately prior to OF2 obtaining access; and
- (ii) otherwise repair any damage or degradation to such a part arising out of or in any way in connection with the performance of its obligations under this **clause 12.10**.

(e) (PSR): The PSR is indicative only of the scope of the Accommodation Works and does not limit or otherwise affect OF2's obligations under the State Stage 2 Documents in relation to the Accommodation Works.

12.11 Temporary Works Areas

- (a) OF2 must ensure that the use and rehabilitation of Temporary Works Areas is to the satisfaction of the owner of the land, the lessee of the land, the State and all relevant Authorities.

- (b) In respect of Temporary Works Areas other than Temporary Works Areas owned or controlled by CoGC, it is a condition precedent to Stage 2 Completion that OF2 provide the State with:
- (i) a properly executed release on terms satisfactory to the State from all Claims from all owners or occupiers of each Temporary Works Area and from any other person having a reasonably ascertainable interest in such land; or
 - (ii) if OF2 is unable to obtain such release despite using its reasonable endeavours to do so, a statement signed by OF2 to the effect that such owner or occupier, or other person having an interest in such land, has failed or refused to execute such a release within 15 Business Days of it being provided by OF2 to the owner or occupier, or other person, following completion of the work on any Temporary Works Area.
- (c) Subject to **clauses 35.2 to 35.4**, OF2 must indemnify the State against any Loss or Claim by the owner or occupier of any part of a Temporary Works Area to the extent that:
- (i) the owner or occupier of that Temporary Works Area has not executed a release in accordance with **clause 12.11(b)(i)**; and
 - (ii) the Loss or Claim arises out of or in connection with the Stage 2 Activities.
- (d) In respect of Temporary Works Areas owned or controlled by CoGC:
- (i) when OF2 considers it has rehabilitated and established the land in accordance with the Site Access Schedule (Stage 2), OF2 must notify the State and the Independent Verifier of that opinion;
 - (ii) within 5 Business Days of receipt of a notice under **clause 12.11(d)(i)**, the Independent Verifier must inspect the Temporary Works Area and notify OF2 and the State that it considers that the Temporary Works Area:
 - (A) has been rehabilitated and established in accordance with the State Stage 2 Documents; or
 - (B) has not been rehabilitated and established in accordance with the State Stage 2 Documents, and details of the further work required to rehabilitate and establish the Temporary Works Area;
 - (iii) OF2 must carry out any further work identified by the Independent Verifier under **clause 12.11(d)(ii)(B)**, and **clause 12.11(d)(i)** will apply again; and
 - (iv) subject to CoGC granting permission to access the relevant land, OF2 must fix (within a reasonable period specified by CoGC or the State) any Defect in the rehabilitation and establishment works notified to OF2 by the State or CoGC in the period up to 24 months after the Date of Stage 2 Completion (or, if later, 12 months after rectification of a Defect under this **clause 12.11(d)(iv)**).

It is a condition precedent to Stage 2 Completion that OF2 has obtained the approval of the Independent Verifier under **clause 12.11(d)(ii)(A)** of all Temporary Works Areas owned or controlled by CoGC.

PART D – Stage 2 Activities

13 Design

13.1 Design obligations

Subject to **clause 1.3**, OF2 must design the Stage 2 Works in accordance with:

- (a) annexure 17 (Contract Management Requirements) of the PSR;
- (b) any Modification (including any Minor Works):
 - (i) directed by the State by a Modification Order; or
 - (ii) approved by the State by a Modification Approval;
- (c) the Design Management Plan; and
- (d) the other requirements of the State Stage 2 Documents and the Codes and Standards.

13.2 Design warranties

- (a) OF2 warrants that:
 - (i) it has reviewed and carefully considered the PSR and that it is proper, adequate and fit for the purposes of enabling:
 - (A) OF2 to carry out its design, manufacture and construction obligations under the State Stage 2 Documents; and
 - (B) OF1 to carry out its operation and maintenance obligations under the State Project Documents (as defined in the Project Deed),including ensuring that the Stage 2 Works (other than the Temporary Works) will, upon Stage 2 Completion and thereafter at all relevant times during the Term, be safe and Fit for Purpose;
 - (ii) the Design Documentation for the Stage 2 Works will:
 - (A) be prepared, certified, verified, completed and used in accordance with the requirements of the State Stage 2 Documents, including the PSR;
 - (B) satisfy the requirements of the State Stage 2 Documents, including the PSR; and
 - (C) be safe and Fit for Purpose.
- (b) Subject to **clauses 26, 27 and 28**, OF2 agrees that the warranties given in **clause 13.2(a)** will remain unaffected, and that it will bear and continue to bear full liability and responsibility for the design of the Stage 2 Works, despite any Modification (including any Minor Works) directed or approved by the State, except to the extent that any such Modification is undertaken by a third party:
 - (i) selected following a tender process referred to in **clause 26.6** and the Modification Notice provided by OF2 identifies that such Modification

has an effect on the warranties given by OF2 under this **clause 13.2**;
or

- (ii) in accordance with **clause 28.2(d)**.
- (c) The warranties in **clause 13.2(a)** do not extend to:
 - (i) whether the requirements regarding service frequency specified in part 1 of annexure 14 (Operations and Customer Service Requirements) of the PSR (PD) are sufficient to meet actual patronage or the State's forecast patronage of the System; or
 - (ii) whether the configuration of the traffic intersections specified in attachment 1 of part 1 of annexure 5 of the PSR is sufficient to meet any growth in the volume of traffic for those intersections beyond that forecast in the Information Documents.

13.3 Concept Design

- (a) OF2 acknowledges that prior to the date of this deed it prepared the Concept Design. OF2 agrees that it bears absolutely all risks howsoever they may arise as a result of the use by OF2 of, or the reliance by OF2 upon, the Concept Design in performing the Stage 2 Activities and that such use and reliance will not limit any of its obligations under the State Stage 2 Documents.
- (b) OF2 is responsible for, and assumes the risk of, any Loss it suffers or incurs arising out of or in connection with:
 - (i) the design, construction, manufacture, installation, testing and commissioning of the Stage 2 Works in accordance with the Concept Design costing more or taking longer than anticipated; and
 - (ii) any differences between the Stage 2 Works which OF2 is required to design, construct, manufacture, install, test and commission (ignoring for this purpose any differences which are the subject of a Modification under **clause 26** or Minor Works under **clause 28**) and the Concept Design including:
 - (A) differences necessitated by any Site Conditions encountered; and
 - (B) differences required to ensure that the Stage 2 Works will be and remain Fit for Purpose and satisfy the requirements of the State Stage 2 Documents,and irrespective of any assumptions, projections, estimates, contingencies or otherwise that OF2 may have made in relation to any of the matters set out in **clauses 13.3(b)(i)** and **13.3(b)(ii)**.
- (c) OF2 warrants to the State that the Concept Design has been prepared by OF2 and that:
 - (i) it remains responsible for ensuring that the Stage 2 Works will satisfy the requirements of the State Stage 2 Documents despite the Concept Design;
 - (ii) if the Stage 2 Works are designed, constructed, manufactured, installed and commissioned in accordance with the Concept Design, the Stage 2 Works will satisfy the requirements of the State Stage 2 Documents but nothing in this **clause 13.3(c)(ii)** affects or limits

clause 13.3(a) or 13.3(b), which will prevail to the extent of any inconsistency; and

- (iii) OF2 will carry out and complete the Stage 2 Activities in accordance with the Concept Design but nothing in this **clause 13.3(c)(iii)** affects or limits **clause 13.3(a) or 13.3(b)**, which will prevail to the extent of any inconsistency.

13.4 Changes to Concept Design

- (a) **(Development of Design Documentation):** The process of developing the design from the Concept Design to the Design Documentation may (subject to this **clause 13.4**) result in changes to the design set out in the Concept Design.
- (b) **(Restrictions on changes):** OF2 must not make a change referred to in **clause 13.4(a)** unless:
 - (i) OF2 notifies the State and the Independent Verifier of the change and demonstrates to the satisfaction of the Independent Verifier that the change:
 - (A) is minor;
 - (B) complies with the PSR or is necessary to comply with the PSR where the PSR imposes the greater or higher requirement, standard, level of service or scope;
 - (C) is consistent with the design intent in the Concept Design; and
 - (D) does not result in a lessening of any requirement, standard, level of service or scope for any work set out in the Concept Design (including any reduction in capacity, durability, maintainability, Design Life, quality, aesthetics of visual features, whole of life performance, functional performance, Journey Time (as defined in the PSR), environmental protection, sustainability, safety, security, community amenity or benefits, or Passenger benefits); or
 - (ii) the State consents to the change under **clause 13.4(c)**, or the change is accepted or approved by the State as a Modification.
- (c) **(State consent):**
 - (i) OF2 may request the State's consent to a change that does not comply with the PSR, is not minor, is not consistent with the design intent in the Concept Design or results in a lessening of any requirement, standard, level of service or scope for any work set out in the Concept Design.
 - (ii) If OF2 requests the State's consent under **clause 13.4(c)(i)**, the State will use reasonable endeavours to notify OF2 within 10 Business Days whether the State consents to that change.
- (d) **(No claim):** OF2 will have no entitlement to make any Claim against the State or the Independent Verifier in respect of:
 - (i) a change (or rejection of a change) under this **clause 13.4** (except to the extent the change is accepted or approved by the State as a Modification, in which case this **clause 13.4(d)** does not limit any

entitlement OF2 may have under **clause 26** or **27** in respect of that Modification); or

- (ii) any failure by the State to respond in the timeframe referred to in **clause 13.4(c)** or any failure by the State to copy OF2 or the D&C Contractor on any comments provided under this **clause 13**.

13.5 Development of Design Documentation

- (a) OF2 must give the Independent Verifier and the State throughout the preparation of the Design Documentation the opportunity to review, to comment on and to monitor the design performance of OF2 in accordance with this **clause 13**.
- (b) OF2 must:
 - (i) develop and complete the Design Documentation for the Stage 2 Works in accordance with the requirements of the State Stage 2 Documents and the Design Management Plan;
 - (ii) submit the Design Documentation to the Independent Verifier and the State:
 - (A) in a manner and at a rate which will give the Independent Verifier and the State a reasonable opportunity to review the submitted Design Documentation in accordance with the Design Management Plan and this **clause 13**; and
 - (B) in accordance with the requirements of annexure 17 (Contract Management Requirements) of the PSR;
 - (iii) if required by the State or the Independent Verifier:
 - (A) make available the appropriate design and certification personnel (including, in relation to the Design Stage 2 Design Documentation, the Proof Engineer and Qualified Fire Engineer (if applicable)) to:
 - (1) explain the Design Documentation; and
 - (2) provide such information regarding the Design Documentation,as the State or the Independent Verifier reasonably requests; and
 - (B) deliver design presentation workshops at times and as requested by the State or the Independent Verifier and attended by all relevant personnel from OF2's design team to the nominees of the State and the Independent Verifier on the status and detail of the Design Documentation of any discrete design part or element in the Stage 2 Activities as requested; and
 - (iv) to the extent any Design Documentation includes Design Documentation (CoGC Stage 2) or Design Documentation (QR), OF2 must:
 - (A) submit that Design Documentation to CoGC or QR, as the case may be, at the same time as the Design Documentation is submitted to the State and the Independent Verifier in accordance with this **clause 13**; and

- (B) to the extent that CoGC or QR provide any comments on that Design Documentation, provide or procure that any such comments are provided to the State and the Independent Verifier prior to the relevant design workshop for that Design Documentation.
- (c) Without limiting OF2's responsibility for Design Documentation or any of OF2's obligations under this **clause 13**, the State agrees that OF2 may arrange for Design Documentation to be submitted to the State and the Independent Verifier directly by the D&C Contractor (on behalf of OF2) provided that OF2 endorses that submission as a submission by OF2 within 2 Business Days. If OF2 does not endorse the Design Documentation within 2 Business Days, the Design Documentation will be deemed to be withdrawn and will need to be resubmitted under this **clause 13**.

13.5A Site Preparation Works

OF2 may commence some or all of the Site Preparation Works provided that:

- (a) the State has approved the relevant works as Site Preparation Works under section 3.1.4 of Annexure 17, Attachment 2 of the PSR; and
- (b) Design Documentation for the relevant Site Preparation Works has been submitted to the Independent Verifier and the State in accordance with **clause 13.5(b)(ii)** for Design Stage 1 and not rejected by the Independent Verifier in accordance with **clause 13.6(g)**.

13.6 Design Stage 1

- (a) **(State comments):** The State may (but is not obliged to), within 7 Business Days of the date on which any Design Documentation for Design Stage 1 is submitted to the State in accordance with **clause 13.5(b)(ii)**:
 - (i) provide comments to OF2 (with a copy to the Independent Verifier and to the D&C Contractor) in respect of the Design Documentation; and
 - (ii) notify the Independent Verifier (with a copy to OF2 and to the D&C Contractor) if the Design Documentation does not comply with the requirements of the State Stage 2 Documents, giving reasons why the Design Documentation does not comply with the requirements of the State Stage 2 Documents.
- (b) **(Design Documentation workshop):** Unless the requirement for any design workshop is waived by the State in its sole discretion, no earlier than 8 Business Days but no later than 10 Business Days (unless otherwise agreed by the State and OF2) from the date on which Design Documentation regarding a Design Package for Design Stage 1 is submitted to the Independent Verifier and the State in accordance with **clause 13.5(b)(ii)**, OF2 must schedule a workshop regarding that Design Documentation. The Independent Verifier will facilitate the workshop.
- (c) If the Design Documentation referred to in **clause 13.6(b)** includes Design Documentation (CoGC Stage 2) or Design Documentation (QR), OF2 must invite CoGC or QR, as the case may be, to participate in that workshop.
- (d) At least 3 Business Days before the workshop, OF2 must give the State and the Independent Verifier, and CoGC or QR if applicable:
 - (i) written notice of the time, date and place of the workshop; and

- (ii) the proposed agenda for the workshop, which OF2 acknowledges may be varied by the State or the Independent Verifier.
- (e) The Independent Verifier must:
 - (i) prepare minutes of each workshop; and
 - (ii) within 1 Business Day of a workshop, provide a copy of the minutes to the State and OF2 (with a copy to the D&C Contractor) and, to the extent the design workshop related to Design Documentation (CoGC Stage 2) or Design Documentation (QR), to CoGC or QR, as the case may be.
- (f) The State may (but is not obliged to) provide additional comments to the Independent Verifier (with a copy to OF2 and to the D&C Contractor) after the workshop convened under **clause 13.6(b)**, no later than 2 Business Days from the date on which the Design Documentation workshop regarding a Design Package for Design Stage 1 is held.
- (g) **(Independent Verifier notice where non-compliance)**: If the Independent Verifier considers that any Design Documentation for Design Stage 1 does not comply with the requirements of the State Stage 2 Documents, it must, within 5 Business Days from the date on which any Design Documentation workshop regarding a Design Package for Design Stage 1 is held in accordance with **clause 13.6(b)**, notify OF2 (with a copy to the State and to the D&C Contractor and, if applicable, CoGC and QR) of any non-compliances:
 - (i) taking into account any notice or comment received from the State under **clause 13.6(a)(ii)** and **clause 13.6(f)** or from CoGC or QR; and
 - (ii) giving reasons why the Design Documentation does not comply with the requirements of the State Stage 2 Documents (including detailed particulars of the alleged non-compliance).

13.7 Design Stage 2

- (a) **(Development from Design Stage 1)**: The Design Documentation in respect of Design Stage 2 must:
 - (i) be consistent with and a logical development of the relevant Design Documentation submitted to the State and the Independent Verifier at Design Stage 1, subject to any changes to ensure compliance with the State Stage 2 Documents; and
 - (ii) address any comments made by the Independent Verifier pursuant to **clause 13.6(g)**.
- (b) **(Inconsistency with Design Stage 1)**: If any Design Documentation (or any part or element of it) OF2 intends to submit at Design Stage 2 does not comply with the requirements of **clause 13.7(a)(i)**:
 - (i) OF2 must, prior to submitting the Design Documentation for Design Stage 2, submit to the State and the Independent Verifier the Design Documentation that would have been required at Design Stage 1 if the proposed changes to the design of that design component, or part or element of it, had been made at Design Stage 1 and the process in **clauses 13.5 and 13.6** in respect of Design Documentation will reapply as though OF2 had not previously submitted any Design

Documentation in respect of the particular design component, or part or element of it; or

- (ii) OF2 must amend that Design Documentation so as to comply with the requirements of **clause 13.7(a)(i)**.
- (c) **(Certification):** Subject to **clause 13.8A**, the Design Stage 2 Design Documentation for each design component, or part or element of it, of the Stage 2 Works must be:
 - (i) certified by each relevant Designer and OF2 as:
 - (A) being appropriate for construction; and
 - (B) complying with the State Stage 2 Documents including the PSR;
 - (ii) to the extent required by the PSR, certified by the Proof Engineer, Qualified Fire Engineer and Building Surveyor in accordance with annexures 5 (Engineering Design Requirements) and 17 (Contract Management Requirements) of the PSR;
 - (iii) certified by the O&M Contractor as being acceptable from an operational perspective to enable it to meet its obligations under the O&M Contract, including its obligations with respect to safety, reliability and maintenance; and
 - (iv) certified by OF2 as not involving or constituting a Modification unless that Modification has been:
 - (A) directed by the State by a Modification Order or approved by the State by a Modification Approval; or
 - (B) directed by the State as Minor Works under **clause 28**.
- (d) **(Form of certification):** The certification required under **clause 13.7(c)** must be in the form set out in the Certification Schedule and, in the case of any certification by a Designer, the Proof Engineer, or the Qualified Fire Engineer, must be certified by a Registered Professional Engineer.
- (e) **(Submission of Design Documentation):** OF2 must:
 - (i) submit to each of the State and the Independent Verifier one electronic set of all Design Stage 2 Design Documentation of each design component, or part or element of it (including all Design Documentation for the Temporary Works), certified in accordance with **clause 13.7(c)** including amended versions so certified; and
 - (ii) store a hard copy of such Design Stage 2 Design Documentation in a secure location in accordance with the PSR.
- (f) **(State comments):** The State may (but is not obliged to), within 7 Business Days from the date the Design Stage 2 Design Documentation of each design component, or part or element of it, is submitted to the State and the Independent Verifier in accordance with **clause 13.7(e)(i)**:
 - (i) provide comments to OF2 (with a copy to the Independent Verifier and to the D&C Contractor) in respect of the Design Documentation; and
 - (ii) notify the Independent Verifier (with a copy to OF2 and to the D&C Contractor) if the Design Documentation does not comply with the requirements of the State Stage 2 Documents, giving reasons why the Design Documentation does not comply with the requirements of the State Stage 2 Documents.

- (g) **(Design Documentation workshop):** Unless the requirement for any design workshop is waived by the State in its sole discretion, no earlier than 8 Business Days but no later than 10 Business Days (unless otherwise agreed by the State and OF2) from the date on which Design Documentation for Design Stage 2 is submitted to the Independent Verifier and the State in accordance with **clause 13.7(e)(i)**, OF2 must schedule a workshop regarding that Design Documentation. The Independent Verifier will facilitate the workshop.
- (h) If the Design Documentation referred to in **clause 13.7(g)** includes Design Documentation (CoGC Stage 2) or Design Documentation (QR), OF2 must procure the attendance at the scheduled workshop of either CoGC or QR, as the case may be.
- (i) At least 3 Business Days before the workshop, OF2 must give the State and the Independent Verifier, and CoGC or QR if applicable:
 - (i) written notice of the time, date and place of the workshop; and
 - (ii) the proposed agenda for the workshop, which OF2 acknowledges may be varied by the State or the Independent Verifier.
- (j) The Independent Verifier must:
 - (i) prepare minutes of each workshop; and
 - (ii) within 1 Business Day of a workshop, provide a copy of the minutes to the State and the Independent Verifier (with a copy to the D&C Contractor) and, to the extent the design workshop related to Design Documentation (CoGC Stage 2) or Design Documentation (QR), to CoGC or QR, as the case may be.
- (k) The State may (but is not obliged to) provide additional comments to the Independent Verifier (with a copy to OF2 and to the D&C Contractor) after the workshop convened under **clause 13.7(g)**, no later than 2 Business Days from the date on which the Design Documentation workshop for Design Stage 2 is held.
- (l) Subject to **clause 13.8A**, the Independent Verifier must, within 5 Business Days after the workshop convened under **clause 13.7(g)** for each design component, or part or element of such design component of the Design Documentation for Design Stage 2 is held, either (taking into consideration any comments provided by the State, CoGC and QR):
 - (i) reject the Design Documentation submitted to it under **clause 13.7(e)(i)** if the Design Documentation does not comply with the requirements of the State Stage 2 Documents and provide reasons for the rejection (including detailed particulars of the alleged non-compliance); or
 - (ii) certify the Design Documentation by:
 - (A) including a notation on each document forming part of the Design Documentation; and
 - (B) providing to the State and OF2 (with a copy to the D&C Contractor and, if applicable, CoGC and QR) a document signed by the Independent Verifier in the form set out in the Certification Schedule.
- (m) For Design Stage 2 Design Documentation that:

- (i) has a design component, or part or element of it, relating to:
 - (A) bridge and retaining structures;
 - (B) the ITS (as defined in the PSR); or
 - (C) electrical works; or
- (ii) includes a design report in relation to hydrology, hydraulics, noise or vibration,

the periods expressed in **clauses 13.7(f) and 13.7(g)**, will be increased by 5 Business Days.

- (n) For any Design Documentation that includes Design Documentation (QR), the periods expressed in **clauses 13.7(f) and 13.7(g)** will be increased by 8 Business Days.

- (o) **(Rejection or amendment of Design Documentation):** If any Design Documentation is rejected by the Independent Verifier under **clause 13.7(l)(i)**, OF2 must promptly amend the Design Documentation and:

- (i) have it certified under **clause 13.7(c)**; and
- (ii) re-submit it to the State and the Independent Verifier,

and after this the process in **clause 13.7(e) to 13.7(n)** will be reapplied to the amended Design Documentation, until it is certified under **clause 13.7(l)(ii)**.

- (p) **(Use of Design Documentation):** OF2 must not use for construction purposes any Design Documentation (including any Design Documentation for Temporary Works), unless the Design Documentation:

- (i) has been:
 - (A) been certified by OF2's contractor who prepared it and by OF2 under **clause 13.7(c)**;
 - (B) been submitted to the State and the Independent Verifier under **clause 13.7(e)**; and
 - (C) been certified by the Independent Verifier under **clause 13.7(l)(ii)**,

(AFC Design Documentation);

- (ii) it is permitted to be used for construction purposes under **clause 13.5A or 13.8A**; or
- (iii) has been approved by the State under **clause 13.8(f)(i) or 13.10**.

- (q) **(Documentation for construction):** OF2 must give the State four hard copy sets of all Design Documentation which it is entitled to use for construction purposes in accordance with the requirements of the PSR.

13.8 Proceeding without AFC Design Documentation

- (a) Subject to **clause 13.8(b)**, at any time after the submission of Design Stage 2 Design Documentation of a design component, or part of or element of it is submitted to the Independent Verifier and the State in accordance with **clause 13.7(e)(i)**, OF2 may seek the State's approval to use such Design Documentation to construct an element of the Stage 2 Works before such Design Documentation is AFC Design Documentation (**Proceed Unapproved Works**).

- (b) OF2 acknowledges that the State will not be required to consider, and OF2 will have no entitlement to request the State to consider, any submission seeking the State's approval under **clause 13.8(a)**, if such submission comprises the Design Stage 2 Design Documentation described in **clause 13.7(m)** or **13.7(n)**.
- (c) If OF2 seeks the State's approval under **clause 13.8(a)**, OF2 must submit to the State (with a copy to the Independent Verifier) a detailed report regarding the risks arising out of and in connection with constructing the Proceed Unapproved Works (**Early Works Risk Assessment**).
- (d) The Early Works Risk Assessment must address and identify, in respect of the Proceed Unapproved Works, as a minimum:
 - (i) the circumstances that justify an exception being made to the design approval process for Design Stage 2 under **clauses 13.7(a) to 13.7(l)**; and
 - (ii) evidence that OF2 has obtained all Approvals required to construct the Proceed Unapproved Works.
- (e) Within 3 Business Days from the date of receipt of OF2's submission seeking the State's approval to use Design Documentation to construct the Proceed Unapproved Works under **clause 13.8(a)**, the State may, in its sole discretion, approve or reject OF2's submission.
- (f) If the State:
 - (i) approves the use of the Design Documentation for construction of the Proceed Unapproved Works under **clause 13.8(e)**, OF2 must:
 - (A) provide written notice to the State of its intention to commence the Proceed Unapproved Works at least 2 Business Days prior to commencement; and
 - (B) continue to proceed to obtain certification of the relevant Design Documentation in accordance with **clause 13.7**, at the same time as proceeding with construction of the Proceed Unapproved Works; or
 - (ii) rejects the Proceed Unapproved Works under **clause 13.8(e)**, OF2 must not use the Design Documentation for construction purposes until the Design Documentation has been certified by the Independent Verifier under **clause 13.7(l)(ii)**, and proceed to obtain certification of the relevant Design Documentation in accordance with **clause 13.7**.

13.8A Limited Certificate

- (a) (**Limited Certificate**): Subject to **clauses 13.8A(b)** and **13.8A(c)** being satisfied, the Independent Verifier may issue an 'Independent Verifier's Certificate – Design Stage 2 Design Documentation' under Part 10 of Schedule 4 that includes Design Limitations (**Limited Certificate**).
- (b) (**State comment**):
 - (i) If the Independent Verifier proposes to issue a Limited Certificate in accordance with **clause 13.8A(a)**, it must provide to the State a copy of the proposed Limited Certificate.
 - (ii) The State may (but is not obliged to) at any time within 5 Business Days of receiving the proposed Limited Certificate (or such longer

- period as the State reasonably requires), provide comments to the Independent Verifier in respect of the proposed Limited Certificate.
- (iii) The State may, in its sole discretion, at any time within 5 Business Days of receiving the proposed Limited Certificate (or such longer period as the State reasonably requires), notify the Independent Verifier that the State rejects the proposed issue of a Limited Certificate in relation to the relevant Design Documentation.
- (c) **(Conditions):** The Independent Verifier may only issue a Limited Certificate if, in the reasonable opinion of the Independent Verifier:
 - (i) the risk that the design otherwise provided for in the relevant Design Documentation or any other AFC Design Documentation, will be impacted following the issue of the proposed Limited Certificate is low;
 - (ii) any condition imposed does not relate to the Design Documentation not complying with the requirements of the State Stage 2 Documents (other than a condition that requires the non-compliant element to be re-submitted in accordance with **clause 13.8A(e)(i)**);
 - (iii) any comments that the State has made in accordance with its right to do so under **clause 13.8A(b)(ii)** in respect of the inclusion of a Design Limitation have been taken into account by the Independent Verifier; and
 - (iv) the State has not notified the Independent Verifier that it rejects the proposed issue of a Limited Certificate in relation to the relevant Design Documentation in accordance with its right to do so under **clause 13.8A(b)(iii)**.
 - (d) **(Construction):** If the Independent Verifier issues a Limited Certificate, OF2 may use the relevant Design Documentation for the purposes of construction subject to the Design Limitations.
 - (e) **(Amend Design Documentation):**
 - (i) OF2 must as soon as reasonably practicable, resubmit the Design Documentation to the State and the Independent Verifier, amended (if required) to address the Design Limitations included in the Limited Certificate.
 - (ii) After the OF2 has resubmitted the Design Documentation in accordance with **clause 13.8A(e)(i)**, the process in **clause 13.7** will be reapplied to the amended Design Documentation.
 - (f) **(Completion):** Except to the extent that the State otherwise agrees in writing, full certification of all Design Documentation by the Independent Verifier without Design Limitations, full compliance with any Design Limitations in Limited Certificates and construction in accordance with that AFC Design Documentation is a condition precedent to OF2 achieving Stage 2 Completion.

13.8B OF2 risk

- (a) **(OF2 acknowledgement of risk):** OF2 acknowledges that for any construction work undertaken using Design Documentation which is not AFC Design Documentation:

- (i) it will be at the sole risk of OF2, including all delays and costs that may be suffered or incurred, or re-work required to be performed, by OF2 as a result;
 - (ii) it will not be entitled to make, nor will the State be liable upon any Claim including any Claim for damages, costs, expenses or losses for any delay, disruption or interference arising out of or in connection with the carrying out of such construction work; and
 - (iii) nothing in this **clause 13.8B** limits or otherwise qualifies OF2's obligation to have all Design Documentation prepared, reviewed, certified, verified and not rejected in accordance **clauses 13.7(c) to 13.7(o)**.
- (b) **(Indemnify):** OF2 releases the State and its Associates and the Independent Verifier from, and indemnifies them against, any Claim or Loss arising in connection with:
- (i) OF2 undertaking any construction work using Design Documentation which is not AFC Design Documentation; and
 - (ii) the issue of a Limited Certificate or any State comment or failure to comment on a proposed Limited Certificate.

13.9 Modifications during Design Documentation development

If OF2 believes that the development of the Design Documentation under this **clause 13** has given rise to any proposal by the State for a Modification, OF2 must notify the State of the Modification within 10 Business Days of the date on which it became aware or ought reasonably to have become aware of the proposed Modification (and in any case prior to incorporating any such Modification in the Design Documentation) and will not be entitled to make any Claim against the State in respect of such a Modification unless it notifies the State in accordance with this **clause 13.9** and the State gives a direction to OF2 to proceed to carry out the Modification.

13.10 Changes to AFC Design Documentation after Design Stage 2

- (a) OF2 may seek to make a change to any AFC Design Documentation in accordance with this **clause 13.10**.
- (b) OF2 must not make a change referred to in **clause 13.10(a)**, unless:
 - (i) it notifies the State and during the D&C Phase, the Independent Verifier, of the change (duly certified under **clause 13.7(c)**) and demonstrates to the satisfaction of the State, or the the Independent Verifier during the D&C Phase, that the change:
 - (A) is minor;
 - (B) complies with the PSR;
 - (C) is consistent with the design intent of the AFC Design Documentation; and
 - (D) does not result in a lessening of any requirement, standard, level of service or scope for any work set out in the AFC Design Documentation (including any reduction in capacity, durability, maintainability, Design Life, quality, aesthetics of visual features, whole of life performance, functional performance, Journey Time (as defined in the PSR (PD)), environmental protection,

sustainability, safety, security, community amenity or benefits, or Passenger benefits); or

- (ii) the State approves the change under **clause 13.10(c)**, or the change is accepted or approved by the State as a Modification.
- (c) If OF2 requests consent under **clause 13.10(b)(i)**, the State, or during the D&C Phase the Independent Verifier, will use reasonable endeavours to notify OF2 within 10 Business Days whether consent will be granted.
- (d) OF2 will have no entitlement to make any Claim against the State or the Independent Verifier in respect of:
 - (i) a change (or rejection of a change) under this **clause 13.10** (except to the extent the change is accepted or approved by the State as a Modification, in which case this **clause 13.10(d)** does not limit any entitlement OF2 may have under **clause 26** or **27** in respect of that Modification); or
 - (ii) any failure by the State to respond in the timeframe referred to in **clause 13.10(c)**.

13.11 No obligation to review

- (a) **(No duty of care):** The State does not assume or owe any duty of care to OF2 or its Associates to review, or in reviewing, any Design Documentation submitted by or on behalf of OF2 for any errors, omissions or compliance with the State Stage 2 Documents.
- (b) **(No relief):** No participation in the development of, review of, comments upon, acceptance or rejection of, or failure to participate in the development of, review or comment upon, or copy any comments to OF2 or the D&C Contractor on, or accept or reject, any Design Documentation submitted by OF2 or any other direction, act or omission by the State or the Independent Verifier in respect of the Design Documentation or any AFC Design Documentation will:
 - (i) lessen or otherwise affect OF2's warranties under **clause 13.7**, or otherwise relieve OF2 from, or alter or affect, OF2's liabilities, obligations or responsibilities whether under any State Stage 2 Document or otherwise according to Law;
 - (ii) constitute an approval by the State that OF2 has complied with its obligations under the State Stage 2 Documents;
 - (iii) prejudice the State's rights against OF2 whether under the State Stage 2 Documents or otherwise according to Law; or
 - (iv) give rise to an entitlement for OF2 to make any Claim arising out of, or in any way in connection with, any change to design which occurs in accordance with this **clause 13** in accordance with the rules set out in this **clause 13.11**.

13.12 Colour schemes and finishes

- (a) Without limiting OF2's obligations in relation to design under this **clause 13** (including to have Design Documentation certified by the Independent Verifier), OF2 must:

- (i) comply with the requirements of annexure 6 (Urban and Landscape Design Requirements) of the PSR in relation to colour schemes and finishes (including to provide a Schedule of Finishes);
 - (ii) ensure that the colour schemes and finishes in respect of similar elements of the System are uniform and consistent with GCRT (Stage 1); and
 - (iii) to the extent of any difference from GCRT (Stage 1), submit to the State for approval:
 - (A) samples of the proposed colour scheme, interior finishes and exterior finishes for Stations, Interchanges and bus stops (including furniture, civil and structural finishes); and
 - (B) samples of the final colour scheme, interior finishes and exterior finishes for Stations, Interchanges and bus stops (including furniture, civil and structural finishes).
- (b) The State will, within 5 Business Days of receipt of any samples, or a request for a change, from OF2 under **clause 13.12(a)(iii)**:
- (i) approve the proposed or final colour scheme, interior finishes and exterior finishes, or changes to the colour scheme, interior finishes and exterior finishes (as applicable);
 - (ii) request further information or samples from OF2; or
 - (iii) notify OF2 that it does not approve the proposed or final colour scheme, interior finishes and exterior finishes, or changes to the colour scheme, interior finishes and exterior finishes (as applicable), together with the State's reasons for withholding its approval,
- provided that, in relation to samples of a final colour scheme, interior finish or exterior finish, the State must approve that colour scheme, interior finish or exterior finish if the sample is consistent with a sample of a proposed colour scheme, interior finish or exterior finish which the State has previously approved under this **clause 13.12(b)** or under **clause 13.10(b)** of the Project Deed.
- (c) OF2 must not construct, manufacture or install Stage 2 Works except in accordance with a colour scheme, interior finish or exterior finish which has been approved by the State under **clause 13.12(b)**.
 - (d) Any aspect of a colour scheme, an interior finish or an exterior finish which is inconsistent with the scheme or finish approved by the State under **clause 13.12(b)** is deemed to be a Defect.

14 Manufacture and Construction

14.1 Manufacture and Construction obligations

Subject to **clause 1.3**, OF2 must construct, manufacture and install the Stage 2 Works in accordance with:

- (a) the PSR and the Codes and Standards;
- (b) the Construction Documentation;
- (c) any Modification:
 - (i) directed by the State by a Modification Order; or

- (ii) approved by the State by a Modification Approval;
 - (d) any Minor Works directed by the State; and
 - (e) the State Stage 2 Documents,
- and so that:
- (f) the Temporary Works are, at all relevant times, Fit for Purpose;
 - (g) the Stage 2 Works (other than the Temporary Works):
 - (i) are, upon Stage 2 Completion and at all times during the Term, Fit for Purpose; and
 - (ii) meet the requirements for the applicable Residual Design Lives; and
 - (h) Stage 2 is wholly located within the System Site Corridor.

OF2 accepts full responsibility for all manufacturing and construction means, methods and techniques used in the performance of the Stage 2 Activities.

14.2 Manufacture and Construction warranties

OF2 warrants that:

- (a) the construction, manufacture and installation of the Stage 2 Works in accordance with **clause 14.1**, will satisfy the requirements of the State Stage 2 Documents; and
- (b) the Stage 2 Works (other than the Temporary Works):
 - (i) are, upon Stage 2 Completion and at all times during the Term, Fit for Purpose; and
 - (ii) will meet the requirements for the applicable Residual Design Lives.

Subject to **clause 26**, OF2 agrees that the warranties given in this **clause 14.2** will remain unaffected, and that it will bear and continue to bear full liability and responsibility for the construction, manufacture and installation of the Stage 2 Works, despite any Modification or Minor Works directed or approved by the State except if:

- (c) the Modifications are undertaken by a third party selected following a tender process referred to in **clause 26.6** and the Modification Notice provided by OF2 identifies that such Modification has an effect on the warranties given by OF2 under this **clause 14.2**;
- (d) the Minor Works are undertaken by a third party engaged by the State in accordance with **clause 28.2(d)(ii)**; or
- (e) the State remediates Contamination itself or engages a third party to remediate that Contamination pursuant to **clause 11.3(c)(iii)(C)**.

14.3 Workmanship and Materials

OF2 must, in performing the Stage 2 Activities:

- (a) use workmanship of the standard set out in the PSR or, to the extent it is not so set out, in accordance with D&C Best Practices; and
- (b) use Materials which:
 - (i) comply with the requirements of the PSR or, if not fully described in the PSR, are new (other than in relation to the Temporary Works) and in accordance with D&C Best Practices;

- (ii) are of merchantable quality; and
- (iii) are safe and Fit for Purpose.

14.4 Independent Verifier's review of construction

- (a) **(Review by Independent Verifier):** The Independent Verifier must continually review (by general overview and reasonable checking) the construction, manufacture or installation of the Stage 2 Works so that it may form an opinion as to whether or not the obligations of OF2 under the State Stage 2 Documents relating to the Stage 2 Works (including compliance with the Project Plans and any Approvals) are being complied with.
- (b) **(Notice of non-compliance):** If the Independent Verifier believes that the obligations of OF2 under the State Stage 2 Documents in relation to the construction, manufacture or installation of the Stage 2 Works (other than the Temporary Works) are not being complied with, the Independent Verifier may give notice to the State and OF2 of its opinion together with its reasons for forming that opinion.
- (c) **(OF2's response):** Within 5 Business Days of receipt of the Independent Verifier's notice under **clause 14.4(b)**, OF2 must:
 - (i) notify the State and the Independent Verifier of any matters in respect of which it disagrees with the Independent Verifier's opinion together with its reasons for doing so (**Explanation**); and
 - (ii) to the extent it does not disagree, provide a plan and a program for the rectification of any non-compliance (**Remediation Plan**).
- (d) **(Notice by Independent Verifier):** Within 7 Business Days of receipt of the Explanation or Remediation Plan, the Independent Verifier must give notice to the State and OF2 of its opinion as to whether or not the Explanation or the Remediation Plan satisfactorily addresses its concerns together with its reasons for forming that opinion and, if the Independent Verifier does not consider the Explanation or the Remediation Plan satisfactorily addresses its concerns, OF2 must comply with **clause 14.4(c)** as though the notice from the Independent Verifier under this **clause 14.4(d)** was a notice under **clause 14.4(b)**.

14.5 Defects

- (a) **(Obligation to rectify):** OF2 must rectify all Defects whether or not the subject of a notice under this **clause 14.5**.
- (b) **(Notification by OF2):** If OF2 identifies a Defect, OF2 must:
 - (i) immediately notify the State and (if the Defect is identified prior to the Date of Stage 2 Completion) the Independent Verifier; and
 - (ii) expeditiously and diligently progress correction of that Defect.
- (c) **(Notification by the State or Independent Verifier):** If:
 - (i) at any time during the Term, the State; or
 - (ii) prior to Stage 2 Close Out, the Independent Verifier,
 believes that there is any Defect, the State or the Independent Verifier (as applicable) may give notice to OF2 specifying the Defect and the reasonable period of time within which OF2 must correct the Defect.

- (d) **(Dispute):** If OF2 disagrees with any notice given by the State under **clause 14.5(c)**, then:
- (i) it must, within 5 Business Days of receipt of that notice, give notice of its disagreement to the State;
 - (ii) the State and OF2 must use reasonable endeavours to resolve the matter the subject of the disagreement; and
 - (iii) if the matter is not resolved within 10 Business Days after the date of that notice, either party may:
 - (A) if Stage 2 Completion has not been achieved, by notice to the other and the Independent Verifier, refer the matter for determination by the Independent Verifier, who must within 10 Business Days make a determination as to the matter and notify the parties in writing of its determination together with its reasons for making its determination; or
 - (B) if Stage 2 Completion has been achieved, refer the matter for dispute resolution under **clause 49**.
- (e) **(Rights of State):** If the State identifies any Defect or is notified of a Defect by OF2 and:
- (i) correction of the Defect has not been achieved within the time period specified in the notice under **clause 14.5(c)** or resolved in accordance with **clause 14.5(d)** (as applicable);
 - (ii) correction of the Defect is not being expeditiously and diligently progressed by OF2; or
 - (iii) if otherwise agreed by OF2 and the State,
- the State may:
- (iv) notify OF2 that the State elects to accept the Defect and require OF2 to:
 - (A) pay the State the amount certified by the Independent Verifier (or otherwise determined under **clause 49**) as being the costs which would have been incurred by OF2 had the work necessary to rectify the Defect identified or notified by the State been carried out; or
 - (B) comply with the requirements nominated by the State (including as to the payment of any money provided that the amount of that payment or the cost of such requirements cannot be greater than the amount that would have been payable under **clause 14.5(e)(iv)(A))**; or
 - (v) correct the Defect itself or engage others to correct the Defect,
- in which case the moneys payable to the State under **clause 14.5(e)(iv)** or costs incurred by the State under **clause 14.5(e)(v)** will be a debt due and payable by OF2 to the State.
- (f) **(OF2 to correct Defect):** If the State gives a notice under **clause 14.5(c)** and OF2 does not give notice under **clause 14.5(d)** or, if it does, and it is determined by the Independent Verifier or under **clause 49** (as applicable) that a Defect exists, OF2 must correct the Defect expeditiously and diligently and in any event, within the time specified in the State's notice under **clause**

14.5 or the time (if any) determined by the Independent Verifier or under **clause 49** (as applicable).

(g) **(No limitation):**

- (i) Neither the State's rights, nor OF2's liability, whether under the State Stage 2 Documents or otherwise at Law in respect of Defects will be affected or limited by:
 - (A) the rights conferred upon the State by this **clause 14.5** or any other provision of this deed or the Stage 2 Works Deed;
 - (B) the failure by the State to exercise any such rights; or
 - (C) any direction in the State's notice.
- (ii) Nothing in this **clause 14.5** excludes any rights the State may have to recover damages from OF2 for breach of the State Stage 2 Documents.

(h) **(Returned Works):** This **clause 14.5** does not apply to Defects in a Returned Facility (which are dealt with in **clause 18.3**).

15 Time

15.1 Commencement

OF2 must promptly commence performance of the Stage 2 Activities from Stage 2 Financial Close.

15.2 Dates for completion

OF2 must:

- (a) regularly, expeditiously and diligently progress the Stage 2 Activities; and
- (b) achieve Stage 2 Completion by the Date for Stage 2 Completion;
- (c) without limiting **clause 15.2(b)**, use all reasonable endeavours to achieve:
 - (i) Handover of the Park & Ride Returned Facilities at the Helensvale and Parkwood Stations on or before 30 November 2017; and
 - (ii) Stage 2 Completion no later than 4 weeks before the Commonwealth Games; and
- (d) achieve Stage 2 Close Out by the Date for Stage 2 Close Out.

15.3 D&C Program and D&C Phase Progress Reports

(a) **(D&C Program):** OF2 must:

- (i) update the D&C Program in accordance with annexures 4 (D&C Program Requirements) and 17 (Contract Management Requirements) of the PSR, and otherwise periodically during the D&C Phase at intervals no less than monthly to take account of:
 - (A) changes to the program;
 - (B) delays which have occurred; and
 - (C) any corrective action plan submitted by OF2 under **clause 15.6** for which the State does not issue a notice under **clause 15.7(b)**;

- (ii) ensure that each update of the D&C Program contains the details required by the PSR and any other details which the State or the Independent Verifier reasonably directs;
 - (iii) ensure that each update of the D&C Program makes allowance for the Project Plans and Design Documentation to be submitted to the State and the Independent Verifier in a manner and at a rate which will give the State and the Independent Verifier a reasonable opportunity to review the submitted Project Plans or Design Documentation within the periods referred to in **clause 7** or **13** (as the case may be); and
 - (iv) give the State and the Independent Verifier copies of each update of the D&C Program for their review.
- (b) **(D&C Phase Progress Reports):** In addition to OF2's obligations under **clauses 15.6 and 15.7**, OF2 must give the State a D&C Phase Progress Report containing the details required by the PSR each month during the D&C Phase in accordance with annexure 17 (Contract Management Requirements) of the PSR.
- (c) **(State Review):**
- (i) The State may review any update of the D&C Program submitted under **clause 15.3(a)** and any D&C Phase Progress Report submitted under **clause 15.3(b)** and may, within 20 Business Days of submission of the updated D&C Program or the D&C Phase Progress Report, notify OF2 and the Independent Verifier if, in the opinion of the State, the updated D&C Program or the D&C Phase Progress Report does not comply with the requirements of the State Stage 2 Documents.
 - (ii) If OF2 receives a notice under **clause 15.3(c)(i)**, OF2 must, within 20 Business Days, submit a revised D&C Program or D&C Phase Progress Report to the State and the Independent Verifier, and this **clause 15.3(c)** will reapply to the revised D&C Program or D&C Phase Progress Report.
- (d) **(No affect on the State's rights):** Any review of, comments upon or approval of, or failure to review, comment upon or approve, the D&C Program or the D&C Phase Progress Reports by the State will not:
- (i) relieve OF2 from or affect its liabilities, obligations or responsibilities under the State Stage 2 Documents;
 - (ii) evidence or constitute the granting of an extension of time or an instruction by the State to accelerate, disrupt, prolong or vary any, or all, of the Stage 2 Activities;
 - (iii) bind the State or otherwise affect the time for the performance of the State's obligations; or
 - (iv) preclude the State from subsequently asserting that the D&C Program or the D&C Phase Progress Report does not comply with the State Stage 2 Documents.

15.4 Independent Verifier review of progress

- (a) The State may at any time during the D&C Phase (but not during the first 6 months after Financial Close), by notice to the Independent Verifier (copied to OF2), require the Independent Verifier to review the progress of the Stage

2 Works to determine whether the status and progress of the Stage 2 Works is likely to have a material adverse effect on the ability of OF2 to achieve Stage 2 Completion by the Date for Stage 2 Completion.

- (b) OF2 must provide such assistance and further information as the Independent Verifier reasonably requires to make a determination in accordance with the State's request pursuant to **clause 15.4**.
- (c) If after a review of the progress of the Stage 2 Works, the Independent Verifier forms the view that OF2 will not achieve Stage 2 Completion by the Date for Stage 2 Completion, the Independent Verifier must issue a notice to this effect to the State and OF2.
- (d) If the Independent Verifier gives a notice under **clause 15.4(c)**, OF2 must, as soon as practical and in any event within 10 Business Days, give the State a detailed corrective action plan in accordance with **clause 15.7**.

15.5 Acceleration by OF2

If OF2 chooses to accelerate progress of the Stage 2 Activities then:

- (a) the State may assist OF2 but will not be obliged to take any action to assist or enable OF2 to achieve Stage 2 Completion before the Date for Stage 2 Completion;
- (b) the time for the performance of the State's obligations will not be affected; and
- (c) OF2 will not be entitled to make any Claim against the State in relation to such acceleration (or any failure or inability by OF2 or the State to accelerate).

15.6 Delays

- (a) **(Notification by OF2):** If OF2 becomes aware of any matter which will, or is likely to, give rise to a delay in achieving Stage 2 Completion, OF2 must give the State:
 - (i) a notice setting out detailed particulars of the delay or likely delay (including its cause and its expected effect on progress of the Stage 2 Activities); and
 - (ii) a detailed corrective action plan in accordance with **clause 15.7** (which if the event giving rise to a delay is a Compensation Event or a Relief Event, will contain actions which are reasonable for OF2 to provide having regard to the nature of the relevant Compensation Event or Relief Event (as applicable) and OF2's obligations under **clause 15.6(c)**),in each case as soon as reasonably practicable.
- (b) **(Notification by the State):** If the State reasonably believes that OF2 will be delayed in achieving Stage 2 Completion, the State may give notice to that effect to OF2, and OF2 must then give the State a detailed corrective action plan in accordance with **clause 15.7**.
- (c) **(Obligation to mitigate):** OF2 must (and must ensure its Associates) take all reasonable steps to:
 - (i) prevent the cause of any delay to the Stage 2 Activities;

- (ii) reduce, mitigate, prevent or eliminate the effects of any delay (including by putting in place temporary measures reasonably acceptable to the State); and
- (iii) use all reasonable endeavours to continue to perform its obligations under the State Stage 2 Documents, including its obligations under **clauses 15.2(b) and 15.2(c)** to achieve Stage 2 Completion by the Date for Stage 2 Completion and in any event by the date which is 4 weeks before the Commonwealth Games, despite the occurrence of a Relief Event or Compensation Event.

OF2 acknowledges that achieving Stage 2 Completion 4 weeks before the Commonwealth Games is a key objective for Stage 2. In relation to any matter which will, or is likely to, give rise to a delay in achieving Stage 2 Completion, OF2's obligation to mitigate includes reducing, mitigating, preventing or eliminating the effects of any delay on the Commonwealth Games, by:

- (iv) reinstating the traffic carrying capacity of the road network so that there is no reduction in that capacity from that which existed immediately prior to commencement of the Stage 2 Works (to the extent affected by Stage 2);
- (v) ensuring that the use or occupation of the Construction Site (or any land that formed part of the Construction Site prior to the application of the Commonwealth Games Constraints) in the vicinity of QR's rail network and GCRT (Stage 1) does not cause any disruption to Services or Passenger movements, or to rail services or movements of passengers on QR's rail network, as a result of Stage 2;
- (vi) minimising any visual impact of the Stage 2 Works on the general public and visitors to the Gold Coast, including erecting hoardings and Temporary Works; and
- (vii) complying with the Commonwealth Games Constraints,

for the period commencing 4 weeks prior to the Commonwealth Games until 4 weeks after the Commonwealth Games (or such other period as specified in the Commonwealth Games Constraints).

For the avoidance of doubt, to the extent a delay is caused by an ECE Event in respect of which OF2 is entitled to be compensated for the Estimated Cost Effect under this deed, the costs of complying with this **clause 15.6(c)** may be claimed as part of the Estimated Cost Effect in accordance with section 4 of the Estimated Cost Effect Schedule.

15.7 Corrective action plan

- (a) Each corrective action plan which OF2 must provide pursuant to **clause 15.6** must (subject to **clause 15.6(a)(ii)** in relation to a Compensation Event or Relief Event) show how OF2 proposes to avoid, mitigate or minimise the consequences of the delay consistent with its obligations under **clauses 15.2 and 15.6(c)** and contain a proposed updated D&C Program.
- (b) The State may, within 20 Business Days (or sooner if reasonably practical) of receipt of a corrective action plan, give OF2 any comments on the corrective action plan provided that such comments are consistent with the requirements of **clause 15.7(a)**.

- (c) If the State gives OF2 any comments under **clause 15.7(b)**, OF2 must amend and resubmit the corrective action plan to the State to address the State's comments, after which **clause 15.7(b)** and this **clause 15.7(c)** will re apply until the State does not issue any further comments.
- (d) OF2 must comply with a corrective action plan for which the State does not issue any comments under **clause 15.7(b)**.
- (e) OF2 will not be relieved of any liability or responsibility under the State Stage 2 Documents or otherwise at Law arising out of or in connection with:
 - (i) any comments given by the State under **clause 15.7(b)**; or
 - (ii) the implementation of any corrective action plan in respect of which the State has or has not given comments under **clause 15.7(b)**.
- (f) OF2 will not be entitled to make any Claim against the State arising out of or in connection with any comments by the State under **clause 15.7(b)** or, subject to **clause 15.8(j)**, any Loss suffered or incurred by OF2 in preparing, or complying with, a corrective action plan.

15.8 Extensions of time

- (a) **(Delay):** If OF2 is, or is likely to be, delayed in achieving Stage 2 Completion by a Compensation Event or a Relief Event, OF2 may claim an extension of time in accordance with this **clause 15.8**.
- (b) **(Notice):** To claim an extension of time, OF2 must:
 - (i) as soon as practicable, and in any event within 10 Business Days from the date OF2 became aware, or ought reasonably to have become aware, of a delay (or likely delay) of the type referred to in **clause 15.8(a)**, submit a notice to the State and the Independent Verifier which must:
 - (A) set out detailed particulars of the delay or likely delay (including its cause and its expected affect on progress of the Stage 2 Activities, by reference to the critical path shown in the D&C Program at that time);
 - (B) the number of days of extension of time claimed, together with the basis of calculating that period, including evidence that it will be delayed in achieving Stage 2 Completion in the manner set out in **clause 15.8(a)**;
 - (C) describe the action OF2 has taken and proposes to take to reduce, mitigate, prevent or eliminate the effects of the Compensation Event or Relief Event (as applicable) (including by putting in place temporary measures reasonably acceptable to the State and including mitigating any effects on the Commonwealth Games);
 - (D) the extent to which the Compensation Event or Relief Event (as applicable) is covered by insurance, to the best of OF2's knowledge at that time; and
 - (E) set out any Estimated Cost Effect claimed, together with any other information contemplated by the Estimated Cost Effect Schedule (including information related to calculation of the Estimated Cost Effect),

- (Change Notice); and
- (ii) if the effects of the delay continue beyond the period of 10 Business Days referred to in **clause 15.8(b)(i)**, and OF2 wishes to claim an extension of time in respect of the further delay, submit an updated Change Notice to the State and the Independent Verifier:
 - (A) every 10 Business Days after the first Change Notice until 5 Business Days after the end of the effects of the delay; and
 - (B) containing the information required by **clause 15.8(b)(i)**.
- (c) **(Conditions precedent):** Subject to **clause 15.8(h)**, it is a condition precedent to OF2's entitlement to an extension of time that:
- (i) OF2 submits its Change Notice and any updated Change Notice in the manner required by **clause 15.8(b)(i)**;
 - (ii) the cause of the delay was beyond the reasonable control of OF2 and its Associates (provided that the fact that a delay occurs after the Date for Stage 2 Completion will not, of itself, disentitle OF2 from relief on the basis that the delay was within the reasonable control of OF2);
 - (iii) the delay was not caused by the negligence, Wilful Misconduct, breach or default of OF1;
 - (iv) OF2 has actually been, or is likely to be, delayed by a Compensation Event or a Relief Event in a manner which will delay it from achieving Stage 2 Completion in the relevant manner set out in **clause 15.8(a)**; and
 - (v) subject to **clause 15.8(e)**, OF2 has submitted a D&C Program in accordance with **clause 15.3** and is otherwise (at the time it submits a claim under this **clause 15.8**) fully complying with its obligations in respect of the D&C Program under **clause 15.3**.
- (d) **(Extensions of time):**
- (i) Subject to **clauses 15.8(e), 15.8(f) and 15.8(g)**, if the conditions precedent in **clause 15.8(c)** have been satisfied, the Independent Verifier will, pursuant to this **clause 15.8**, extend the Date for Stage 2 Completion by a reasonable period determined by the Independent Verifier and will notify OF2 and the State of that extension within 15 Business Days of submission of OF2's Change Notice under **clause 15.8(b)(i)**.
 - (ii) If a Modification is implemented during the D&C Phase, the Date for Stage 2 Completion will be extended by the period agreed or determined under this deed in respect of that Modification.
 - (iii) For the avoidance of doubt, if for the purposes of paragraph (i) the Date for Stage 2 Completion has already passed, the OF2 is entitled to an extension to the Sunset Date on the same basis as it would have been entitled to an extension to the Date for Stage 2 Completion under paragraph (ii).
- (e) **(Failure to submit D&C Program):** **Clause 15.8(c)(v)** will not be a condition precedent to OF2's entitlement to an extension of time if OF2:
- (i) has not complied with its obligations under **clause 15.3** as at the commencement or cessation of the cause of the delay, but OF2 has,

- in the Independent Verifier's opinion, used reasonable endeavours to comply with those obligations;
- (ii) demonstrates to the Independent Verifier's reasonable satisfaction that:
 - (A) the Independent Verifier will not be prejudiced in the assessment of OF2's entitlement to an extension of time; and
 - (B) the State has not been significantly prejudiced (including in its entitlement to review and provide comments on the D&C Program),
 by OF2's failure to comply with its obligations under **clause 15.3**; and
 - (iii) remedies the non-compliance with **clause 15.3** within 5 Business Days of the earlier of:
 - (A) OF2 delivering an extension of time claim under **clause 15.8(b)**; and
 - (B) the State or the Independent Verifier issuing a notice to OF2 which requires OF2 to remedy the non-compliance.
 - (f) **(Reduction in extension of time):** The Independent Verifier will reduce any extension to the Date for Stage 2 Completion that it would have otherwise notified to OF2 under **clause 15.8(d)** to the extent that OF2 or its Associates:
 - (i) contributed to the delay; or
 - (ii) failed to take all reasonable steps which a prudent, competent and experienced contractor in the circumstances would have taken, to both preclude the cause of the delay, and to avoid, minimise or mitigate the consequences of the delay.
 - (g) **(Concurrent delays):** OF2 will not be entitled to any relief or extension of time under this **clause 15.8** to the extent there is a Concurrent Delay, except to the extent:
 - (i) delay caused by a Compensation Event under **paragraph (a)** of the definition of Compensation Event occurs at the same time as the Concurrent Delay;
 - (ii) that Compensation Event causes a delay to achieving Stage 2 Completion by the Date for Stage 2 Completion (or, after the Date for Stage 2 Completion, causes a delay to achieving Stage 2 Completion); and
 - (iii) all other requirements of this **clause 15.8** are met.
 - (h) **(Unilateral extensions):**
 - (i) Subject to **clause 15.8(h)(ii)**, whether or not OF2 has made, or is entitled to make, a claim for an extension of time under **clause 15.8**, the State may, at any time and from time to time, by notice to OF2, unilaterally extend the Date for Stage 2 Completion or the Sunset Date (or both).
 - (ii) The State's discretion under **clause 15.8(h)(i)** must not be used where the Independent Verifier would be otherwise required to extend the relevant Date for Stage 2 Completion or the Sunset Date (or both) under **clause 15.8(d)**.

- (iii) The parties acknowledge that:
 - (A) the State is not required to exercise the State's discretion under **clause 15.8(h)(i)** for the benefit of OF2;
 - (B) an extension under **clause 15.8(h)(i)** does not entitle OF2 to make any Claim against the State including any claim for any increased financing costs, prolongation costs in accordance with the Estimated Cost Effect Schedule; and
 - (C) the exercise or failure to exercise the State's discretion under this **clause 15.8(h)** is not capable of being the subject of a dispute for the purposes of **clause 49** or otherwise subject to review.
- (i) **(Delay to Stage 2 Close Out):**
 - (i) If after Stage 2 Completion OF2 is, or is likely to be, delayed prior to or after the Date for Stage 2 Close Out by a Compensation Event or Relief Event which will delay OF2 in achieving Stage 2 Close Out, OF2 may claim an extension of time to the Date for Stage 2 Close Out in accordance with this **clause 15.8** as if all references (other than in **clauses 15.8(i)** and **15.8(j)**) to "Stage 2 Completion" were to "Stage 2 Close Out" and "Date for Stage 2 Completion" were to "Date for Stage 2 Close Out" (and without reference to any clauses to the extent related to extension of the Sunset Date).
 - (ii) No extension of time under this **clause 15.8(i)** will entitle OF2 to make any Claim against the State, including for any increased financing costs, prolongation costs or any amounts calculated in accordance with the Estimated Cost Effect Schedule.
- (j) **(Compensation):** If OF2 is granted: an extension of time to the Date for Stage 2 Completion and the Sunset Date under this **clause 15.8** in respect of a Compensation Event, the State will pay OF2 the Estimated Cost Effect (if any) in accordance with the Estimated Cost Effect Schedule in respect of the number of days by which the Date for Stage 2 Completion or Sunset Date (as applicable) is extended.
- (k) **(Modifications – Acceleration):** Nothing in this **clause 15.8** restricts the State from proposing or implementing a State initiated Modification at any time during the D&C Phase, including in relation to acceleration of the Stage 2 Activities to mitigate any delay or likely delay to achieving Stage 2 Completion.

15.9 Limitation of State's right to claim for delay

- (a) Subject to **clause 21.5(e)**, the State must not make any Claim against OF2 for any liability to the extent arising due to a delay in OF2 achieving Stage 2 Completion by the Date for Stage 2 Completion or out of a failure in whole or part by OF2 to comply with **clause 15.2(b)**, unless this deed has been terminated under **clause 38.4**. This **clause 15.9** does not prevent the State from making such a Claim after termination of this deed under **clause 38.4** if the liability to which that Claim relates arose after termination of this deed.
- (b) The State will not terminate the Project Deed solely due to a failure by OF2 to comply with **clause 15.2(b)** otherwise than in accordance with a Termination Event arising under **clause 38.1(a), (b) or (e)**.

16 Acceptance Testing and Commissioning

16.1 Acceptance Testing Plans

Without limiting clause 7:

- (a) the Independent Verifier must review the Acceptance Testing Plans and certify that the Acceptance Tests required by the Acceptance Testing Plans will, if satisfied, allow the Independent Verifier to certify that Stage 2 Completion has been achieved in accordance with clause 17;
- (b) if the Independent Verifier does not believe that the Acceptance Testing Plans meet the requirements of clause 16.1(a), it must notify OF2, giving reasons why the Acceptance Testing Plans do not meet the requirements of clause 16.1(a);
- (c) if OF2 receives a notice in accordance with clause 16.1(b), OF2 must, within 20 Business Days, submit the revised Acceptance Testing Plans to the Independent Verifier and the State and the provisions of clauses 16.1(a) and 16.1(b) will reapply to the revised Acceptance Testing Plans; and
- (d) the exercise (or failure to exercise) by the Independent Verifier of any of its rights under this clause 16.1 will not preclude the State from subsequently asserting that the Acceptance Testing Plans do not comply with the requirements of the State Stage 2 Documents.

16.2 Testing and commissioning

- (a) Testing and commissioning must be conducted in accordance with the Acceptance Testing Plans as certified by the Independent Verifier in accordance with clause 16.1.
- (b) OF2 must attend meetings of the testing and commissioning committee in accordance with annexure 10 (Acceptance Testing Requirements) of the PSR.

16.3 Notice

Without limiting OF2's notice obligations under the Acceptance Testing Plans, OF2 must give the State and the Independent Verifier:

- (a) notice of each Acceptance Test in accordance with annexure 10 (Acceptance Testing Requirements) of the PSR; and
- (b) 120 Business Days' and 20 Business Days' notice of the date on which it expects to commence commissioning of the System.

16.4 Conduct of Acceptance Tests

- (a) OF2 will conduct all Acceptance Tests and must provide everything else required to conduct all Acceptance Tests.
- (b) The State and the Independent Verifier may attend any Acceptance Tests conducted under clause 16.4(a).

16.5 Results of Acceptance Tests

OF2 must provide the results of all Acceptance Tests to the State and the Independent Verifier.

16.6 Testing of Stage 2 Works

- (a) The State may carry out, or direct OF2 to carry out, tests (in addition to the Acceptance Tests) in respect of the Stage 2 Works. The State must give

OF2 and the Independent Verifier reasonable prior notice of these tests (being at least 3 Business Days, provided that OF2 will use its reasonable endeavours to accommodate access for, or to carry out, (as applicable) urgent testing required to be carried out on less than 3 Business Days notice). OF2 must provide all reasonable assistance required by the State and the Independent Verifier in relation to these tests.

- (b) The State may direct that any part of the Stage 2 Works not be covered up or made inaccessible without State's prior approval.
- (c) The reasonable costs incurred by OF2 in connection with these tests will be determined by the State and paid or reimbursed by the State unless:
 - (i) the results of the test show the work is not in accordance with the State Stage 2 Documents;
 - (ii) the test is in respect of work covered up or made inaccessible without the prior approval of the State (and such approval was required); or
 - (iii) the test is upon work undertaken to correct or overcome a Defect, in which event these costs will be borne by OF2 and any reasonable costs incurred by the State in connection with these tests will be a debt due from OF2 to the State.
- (d) Results of tests carried out under this **clause 16.6** must be made available by the relevant party to the other within 5 Business Days of them being available.

16.7 Failure of Acceptance Test

If the Stage 2 Works (other than the Temporary Works) fail an Acceptance Test OF2 must:

- (a) provide the State and the Independent Verifier with an Acceptance Test failure report;
- (b) carry out all necessary rectification work; and
- (c) when it believes it has completed all necessary rectification work:
 - (i) give notice to the State and the Independent Verifier; and
 - (ii) re-conduct the Acceptance Test in accordance with the Acceptance Testing Plans and the provisions of this **clause 16**.

17 Stage 2 Completion and Stage 2 Close Out

17.1 Stage 2 Completion

- (a) **(Notice of Stage 2 Completion):** OF2 must give the State:
 - (i) 6 months';
 - (ii) 3 months';
 - (iii) 1 month's; and
 - (iv) 1 week's,notice of the estimated Date of Stage 2 Completion.
- (b) **(Early Stage 2 Completion):**

- (i) At any time during the D&C Phase until the date which is 6 months prior to the Date for Stage 2 Completion, if OF2 considers it can achieve Stage 2 Completion prior to the Date for Stage 2 Completion, OF2 may submit to the State and the Independent Verifier:
 - (A) the earlier date by which it considers it can achieve Stage 2 Completion;
 - (B) a revised D&C Program (which must comply with **clauses 15.3(a)(ii) and 15.3(a)(iii)**) demonstrating how OF2 would progress the Stage 2 Activities to achieve Stage 2 Completion by that earlier date; and
 - (C) any other relevant information, including any security or other rights proposed to be granted to the State in the event that the earlier date is agreed under this clause but is not achieved,

(Early Stage 2 Completion Proposal).

- (ii) The Independent Verifier must, within 20 Business Days of receipt of an Early Stage 2 Completion Proposal, notify the State and OF2 whether it considers OF2 can achieve Stage 2 Completion by the earlier date in accordance with the D&C Program submitted as part of the Early Stage 2 Completion Proposal.
- (iii) The State will:
 - (A) consider any Early Stage 2 Completion Proposal in the context of integration with the broader public transport network in the Gold Coast region and any other matters which the State considers relevant; and
 - (B) within 30 Business Days of receipt of an Early Stage 2 Completion Proposal (or such longer period as the State may reasonably require), the State will notify OF2 that:
 - (1) it accepts the Early Stage 2 Completion Proposal (subject to any terms and conditions determined by the State); or
 - (2) it does not accept the Early Stage 2 Completion Proposal.
- (iv) If the State accepts an Early Stage 2 Completion Proposal subject to any terms and conditions, OF2 must within 10 Business Days (or such other validity period specified by the State):
 - (A) accept the Early Stage 2 Completion Proposal on those terms and conditions; or
 - (B) withdraw the Early Stage 2 Completion Proposal.
- (v) If:
 - (A) the State accepts an Early Stage 2 Completion Proposal without conditions; or
 - (B) OF2 accepts an Early Stage 2 Completion Proposal subject to terms and conditions specified by the State,

the earlier date specified in the Early Stage 2 Completion Proposal will be the Date for Stage 2 Completion for the purposes of this deed.
- (vi) OF2 may submit an Early Stage 2 Completion Proposal under this **clause 17.1(b)** regardless of whether OF2 has previously submitted

an Early Stage 2 Completion Proposal (whether or not that Early Stage 2 Completion Proposal was accepted, accepted subject to terms and conditions, not accepted or withdrawn).

- (c) **(Joint inspection):** OF2, the State and the Independent Verifier must, within 5 Business Days of receipt of the notices referred to in **clauses 17.1(a)(i), 17.1(a)(ii) and 17.1(a)(iii)** jointly inspect the Stage 2 Works at a mutually convenient time.
- (d) **(Remaining works):** Within 2 Business Days after each joint inspection referred to in **clause 17.1(c)**, the Independent Verifier must give OF2 and the State a notice either:
 - (i) containing a list of items which it believes must be completed before Stage 2 Completion is achieved; or
 - (ii) stating that it believes OF2 is so far from achieving Stage 2 Completion that it is not practicable to issue a list as contemplated in **clause 17.1(d)(i)**.
- (e) **(Design, compliance and O&M certificates):** When OF2 considers it has achieved Stage 2 Completion, OF2 must notify the State and the Independent Verifier of that opinion. The notice must include certificates in the form set out in the Certification Schedule:
 - (i) from each Designer certifying (by a Registered Professional Engineer) that the Stage 2 Works (other than the Temporary Works) have been constructed in accordance with the Construction Documentation;
 - (ii) from the Qualified Fire Engineer, as required under section 4.5 of annexure 5 (Engineering Design Requirements) of the PSR;
 - (iii) from OF2 certifying that the Stage 2 Works (other than the Temporary Works):
 - (A) comply with all the requirements of the State Stage 2 Documents, including the PSR (other than any Minor Defects which are listed in OF2's notice);
 - (B) have been constructed in accordance with the Construction Documentation; and
 - (C) do not involve or constitute a Modification unless that Modification has been:
 - (1) directed by the State by a Modification Order or approved by the State by a Modification Approval; or
 - (2) directed by the State as Minor Works under **clause 28**; and
 - (iv) from the O&M Contractor certifying that the Stage 2 Works (other than the Temporary Works) are acceptable from an operational perspective to enable it to meet its obligations under the O&M Contract, including its obligations with respect to safety, reliability and maintenance.
- (f) **(Joint inspection):** OF2, the State and the Independent Verifier must jointly inspect the Stage 2 Works within 5 Business Days after receipt of notice under **clause 17.1(e)**.
- (g) **(Independent Verifier to make determination):** The Independent Verifier must within 5 Business Days after a joint inspection under **clause 17.1(f)**:

- (i) if Stage 2 Completion has been achieved, issue to the State and OF2 a Certificate of Stage 2 Completion:
 - (A) certifying that Stage 2 Completion has taken place and stating the Date of Stage 2 Completion; and
 - (B) listing any Minor Defects; or
- (ii) if Stage 2 Completion has not been achieved, issue a notice to OF2 and the State in which it states:
 - (A) the items which remain to be completed before Stage 2 Completion; or
 - (B) that OF2 is so far from achieving Stage 2 Completion that it is not practicable to notify OF2 of the items which remain to be completed as contemplated by **clause 17.1(g)(ii)(A)**.
- (h) **(Stage 2 Completion of remaining work)**: If the Independent Verifier issues a notice under **clause 17.1(g)(ii)**:
 - (i) OF2 must expeditiously and diligently progress the Stage 2 Activities; and
 - (ii) when OF2 considers it has achieved Stage 2 Completion it must give the State and the Independent Verifier notice to that effect, after which **clauses 17.1(e), 17.1(f), 17.1(g) and 17.1(h)** will reapply.

17.2 Stage 2 Close Out

- (a) **(Progress)**: Immediately after the Date of Stage 2 Completion, OF2 must expeditiously and diligently progress the performance of the balance of the Stage 2 Works (other than the Temporary Works) required to achieve Stage 2 Close Out.
- (b) **(Notice of Stage 2 Close Out)**: When OF2 considers that Stage 2 Close Out has been achieved, OF2 must:
 - (i) notify the State and the Independent Verifier of its opinion; and
 - (ii) request the Independent Verifier to issue a Certificate of Stage 2 Close Out.
- (c) **(Independent Verifier to make determination)**: Within 15 Business Days of OF2's notice under **clause 17.2(b)**, the Independent Verifier is required to inspect the Stage 2 Works (other than the Temporary Works) to determine whether Stage 2 Close Out has been achieved and either:
 - (i) if Stage 2 Close Out has been achieved, issue to the State and OF2 a Certificate of Stage 2 Close Out certifying that Stage 2 Close Out has taken place and stating the Date of Stage 2 Close Out; or
 - (ii) if Stage 2 Close Out has not been achieved, issue a notice to the State and OF2 listing the work remaining to be performed to achieve Stage 2 Close Out.
- (d) **(Stage 2 Completion of remaining work)**: If the Independent Verifier issues a notice under **clause 17.2(c)(ii)**:
 - (i) without limiting OF2's other obligations under the State Stage 2 Documents (including in respect of Defects), OF2 must expeditiously and diligently progress the Stage 2 Activities; and

- (ii) when OF2 considers it has achieved Stage 2 Close Out it must give the State and the Independent Verifier notice to that effect, after which **clauses 17.2(c) and 17.2(d)** will reapply.
- (e) **(No restriction by Independent Verifier):** The Independent Verifier, in making a determination as to whether Stage 2 Close Out has been achieved:
 - (i) will not be restricted by any:
 - (A) Certificate of Stage 2 Completion, notice, list or opinion already provided under the State Stage 2 Documents; or
 - (B) obligation of OF2 under the State Stage 2 Documents to correct any Defects; and
 - (ii) will be entitled to raise any items of work as a ground for determining that Stage 2 Close Out has not been achieved.

17.3 Effect of Certificates

- (a) A Certificate of Stage 2 Completion or a Certificate of Stage 2 Close Out will not:
 - (i) constitute an approval by the State of OF2's performance of its obligations under the State Stage 2 Documents;
 - (ii) be taken as an admission or evidence that the Stage 2 Works comply with the State Stage 2 Documents; or
 - (iii) prejudice any rights or powers of the State under the State Stage 2 Documents or otherwise according to Law, including any rights which the State may have in respect of Defects.
- (b) Without limiting **clause 17.3(a)**, the parties agree that, in the absence of manifest error, the Independent Verifier's certification as set out in a Certificate of Stage 2 Completion or Certificate of Stage 2 Close Out is final and binding on the parties for the purposes only of establishing that Stage 2 Completion or Stage 2 Close Out (as applicable) has occurred and the date on which it occurred.
- (c) Subject to **clause 43** and without derogating from the State's rights under any Law:
 - (i) ownership of the fixed assets comprising the System vests in the State free of encumbrances as and when the assets are fixed;
 - (ii) ownership of non-fixed assets comprising the System vests in the State free of encumbrances on the Date of Stage 2 Completion or such later date that such non-fixed assets are acquired by OF2 or its Associates; and
 - (iii) to the extent not vested in the State under **clause 17.3(c)(i)** or **17.3(c)(ii)**, ownership of non-fixed assets comprising the System vests in the State free of encumbrances on the Date of Stage 2 Completion or such later date that such non-fixed assets are acquired by OF2 or its Associates.

18 Returned Works

18.1 Stage 2 Completion of Returned Works

- (a) **(Progressive completion of Returned Works):** OF2 must progressively complete the Returned Works (or packages of Returned Works (as applicable)) and handover each Returned Facility (or packages of Returned Facilities (as applicable)) to the relevant Authority or property owner as soon as possible during the D&C Phase so as to ensure that:
 - (i) any loss of amenity and inconvenience to the relevant Authority or property owner is minimised;
 - (ii) the completion of the Returned Works and handover of the Returned Facilities occurs in a smooth and orderly manner consistent with the Acceptance Testing Plan;
 - (iii) the Independent Verifier has a reasonable opportunity to consider whether each Returned Facility has been completed in accordance with the State Stage 2 Documents prior to the proposed handover;
 - (iv) if required by a relevant Authority (including under the Council Direct Deed (Stage 1)) or property owner, such Authority or property owner has had reasonable opportunity to inspect the Returned Facility prior to the proposed handover; and
 - (v) Stage 2 Completion is not delayed.
- (b) **(Stage 2 Completion):**
 - (i) Subject to **clause 18.1(b)(ii)**, it is a condition precedent to Stage 2 Completion that all Returned Facilities have been handed over in accordance with this **clause 18**.
 - (ii) The State may, in its sole discretion and on such conditions as the State considers appropriate (which may include a condition that the Returned Works be certified by the Independent Verifier as complete as a condition precedent to Stage 2 Close Out), by notice to OF2 agree that handover of all or part of the Returned Works be deferred (**Returned Works Deferral Notice**), in which case handover of the Returned Works specified in the Returned Works Deferral Notice:
 - (A) will not be a condition precedent to Stage 2 Completion; and
 - (B) will be a condition precedent to Stage 2 Close Out.

18.2 Handover of Returned Facilities

- (a) **(Conditions of handover):** Handover of a Returned Facility to the relevant Authority or property owner must not occur until:
 - (i) the Returned Works in respect of the Returned Facility have been completed in accordance with the State Stage 2 Documents (other than any Defects which are notified under **clause 14.5** before handover or Minor Defects which are listed in a Returned Facility Handover Notice and which are to be corrected after handover of the Returned Facility within the time specified by the State in a notice given in accordance with **clause 14.5**);
 - (ii) OF2 has provided to the State and the Independent Verifier:

- (A) a conformance report, compliance report and As-built Information in accordance with attachment 2 of annexure 17 (Contract Management Requirements) of the PSR; and
 - (B) a certificate substantially in the form set out in the Certification Schedule that the Returned Works in respect of the Returned Facility have (subject to **clause 18.2(a)(i)** (if applicable)) been completed in accordance with the State Stage 2 Documents, and has given the Independent Verifier sufficient opportunity to review the relevant Returned Facility in accordance with **clauses 18.1(a)(iii), 18.2(c)** or the requirements for achievement of Stage 2 Completion (as applicable);
 - (iii) OF2 has provided to the State and the Independent Verifier a Returned Facility Handover Notice in relation to that Returned Facility in accordance with **clause 18.2(b)**; and
 - (iv) the Independent Verifier has given a Certificate of Returned Facility Completion in relation to that Returned Facility in accordance with **clause 18.2(c)**.
- (b) **(Returned Facility Handover Notice by Authority or property owner):** A Returned Facility Handover Notice must be duly signed:
- (i) for any PUP Works, by the relevant Authority with jurisdiction in respect of the relevant PUP;
 - (ii) for any Accommodation Works on an Accommodation Works Area, by the relevant Authority who has jurisdiction over the Accommodation Works Area; or
 - (iii) for any Accommodation Works on an Unowned Parcel:
 - (A) by the relevant property owner; or
 - (B) if the relevant property owner refuses to sign the Returned Facility Handover Notice (or has not signed the Returned Facility Handover Notice within 30 days of receipt of the notice from OF2 despite OF2 having consulted reasonably with the property owner), a Returned Facility Handover Notice may be signed by OF2.
- (c) **(Certificate of Returned Facility Completion):**
- (i) When OF2 considers it has achieved Returned Facility Completion in respect of any Returned Facility, OF2 may:
 - (A) provide the State and the Independent Verifier with a Returned Works Certificate, in the form as described in **clause 18.2(a)(ii)** in respect to that Returned Facility; and
 - (B) request the Independent Verifier to issue a Certificate of Returned Facility Completion.
 - (ii) Within 15 Business Days of OF2 giving a notice under **clause 18.2(c)(i)(A)**, the Independent Verifier is required to inspect the relevant Returned Facility to determine whether it has been completed in accordance with the requirements of the State Stage 2 Documents and either:

- (A) if Returned Facility Completion has been achieved, issue to the State and OF2 a Certificate of Returned Facility Completion in respect of that Returned Facility; or
 - (B) if Returned Facility Completion has not been achieved, issue a notice to the State and OF2 listing the work remaining to be performed to complete that Returned Facility.
- (iii) If the Independent Verifier issues a notice under **clause 18.2(c)(ii)(B)**:
 - (A) without limiting OF2's other obligations under the State Stage 2 Documents (including to achieve Stage 2 Completion by the Date for Stage 2 Completion), OF2 must expeditiously and diligently progress the Returned Works; and
 - (B) when OF2 considers it has completed the Returned Facility Stage 2 Completion it must give the State and the Independent Verifier notice to that effect, after which **clauses 18.2(c)(i)** and **18.2(c)(ii)** will reapply.
- (d) **(Indemnity)**: Subject to **clauses 35.2 to 35.4**, OF2 indemnifies the State against any Loss or Claim by an owner or occupier of any part of an Unowned Parcel where:
 - (i) such owners have not duly signed a Returned Facility Handover Notice; and
 - (ii) the Loss or Claim arises out of or in connection with the Returned Works.
- (e) **(No restriction)**: OF2 acknowledges and agrees that this **clause 18.2**, the progressive completion of the Returned Works and handover of each Returned Facility to the relevant Authority or property owner, and any act or omission of the State or the Independent Verifier arising out of or in respect of or in connection with, such progressive completion and handover (including acceptance of a Returned Facility Handover Notice) will not:
 - (i) constitute approval by the State or the Independent Verifier of OF2's performance of the Stage 2 Works (including OF2's performance in respect of a Returned Facility) or evidence that each Returned Facility complies with the requirements of the State Stage 2 Documents or that all or any of the obligations of OF2 under the State Stage 2 Documents have been satisfied;
 - (ii) limit or otherwise affect OF2's obligations under the State Stage 2 Documents; or
 - (iii) restrict the Independent Verifier in making a determination or forming an opinion under **clause 17** or raising any item of work (in each case other than in respect of a Returned Facility) as a ground for determining that Stage 2 Completion or Stage 2 Close Out has not been achieved.

18.3 Defects Liability Period

Each Returned Facility has:

- (a) a defects liability period which:
 - (i) begins on the date on which the State receives a Returned Facility Handover Notice relating to that Returned Facility (provided that, if the

Returned Facility Handover Notice is signed by OF2, the Independent Verifier does not object to the handover of that Returned Facility under **clause 18.2(a)(iii)**; and

- (ii) other than in respect of PUP Works and the Returned Works (QR), expires 24 months after the Date of Stage 2 Completion, and in respect of PUP Works and the Returned Works (QR), expires 24 months after the date referred to in **clause 18.3(a)(i)**; and
- (b) a further defects liability period of 12 months in respect of any work the subject of a notice from the State under **clause 18.4(b)** relating to a Returned Facility, which begins on the date on which the Defect is corrected, (in aggregate, the **Defects Liability Period**).

18.4 Correction of Defects in Returned Facilities

- (a) **(Correction of all Defects)**: OF2 must correct all Defects in the Returned Facilities during the relevant Defects Liability Period.
- (b) **(Notice)**:
 - (i) Without limiting **clause 18.4(a)**, if, during the relevant Defects Liability Period, the State considers (or is notified by the relevant Authority or property owner) that there is a Defect in respect of any Returned Facility, the State may give OF2 a notice (with a copy to the relevant Authority) identifying the Defect and requiring OF2 to correct the Defect, specifying a reasonable time within which to do so.
 - (ii) If:
 - (A) the State has given a notice under **clause 18.4(b)(i)** in relation to a Defect in:
 - (1) a Returned Facility (CoGC) (as defined in the Council Direct Deed (Stage 1)); or
 - (2) a Returned Facility (QR) (as defined in the QR Interface Deed),as the case may be; and
 - (B) CoGC has also given a notice in relation to that Defect under the Council Direct Deed (Stage 1), or QR has also given a notice in relation to that Defect under the QR Interface Deed, which specifies a period of time for OF2 to correct the Defect which is different to that specified in the State's notice under **clause 18.4(b)(i)**,

OF2 must notify the State and seek a direction from the State as to the timeframe which will apply for correction of the Defect.

- (c) **(Dispute)**: If OF2 disagrees with any notice given by the State under **clause 18.4(b)**, then:
 - (i) it must, within 5 Business Days of receipt of that notice, give notice of its disagreement to the State;
 - (ii) the State and OF2 must use reasonable endeavours to resolve the matter the subject of the disagreement; and
 - (iii) if the matter is not resolved within 10 Business Days after the date of that notice, either party may:

- (A) if Stage 2 Completion has not been achieved, by notice to the other and the Independent Verifier, refer the matter for determination by the Independent Verifier, who must within 10 Business Days make a determination as to the matter and notify the parties of its determination together with its reasons for making its determination; or
 - (B) if Stage 2 Completion has been achieved, refer the matter for dispute resolution under **clause 49**.
- (d) **(Correction of Defect):** If the State gives a notice under **clause 18.4(b)** and OF2 does not give notice under **clause 18.4(c)** or, if it does, and it is determined by the Independent Verifier or under **clause 49** (as applicable) that the Defect exists, OF2 must:
 - (i) correct the Defect expeditiously and diligently:
 - (A) within the time specified in the State's notice under **clause 18.4(b)** or the time (if any) determined by the Independent Verifier or under **clause 49** (as applicable);
 - (B) so as to minimise any adverse effect on the use of the Returned Facility; and
 - (C) in a manner which minimises any adverse effect upon the users, owners or occupiers of the Returned Facility; and
 - (ii) if directed by the State, prepare and submit a program and method statement for the performance of the Defect rectification work in accordance with the State Stage 2 Documents.

For the avoidance of doubt, nothing in this **clause 18.4** excludes any rights the State may have to recover damages from OF2, or such other legal or equitable relief available for a breach of the State Stage 2 Documents.

- (e) **(Failure to correct):** If OF2 does not comply with a notice given under **clause 18.4(b)** (and has not given a notice under **clause 18.4(c)** within the specified time) or its obligations under **clause 18.4(d)** (as applicable), the State may:
 - (i) apply for, and the court may grant, an order for specific performance of OF2's obligations under **clause 18.4(d)**;
 - (ii) notify OF2 that the relevant Authority or property owner wishes to accept such Defect, in which case OF2 must pay the relevant Authority or property owner the amount certified by the Independent Verifier (or otherwise determined under **clause 49**) as being the greater of:
 - (A) the costs which would have been incurred by OF2 had the work necessary to rectify the Defect identified or notified by the State been carried out; or
 - (B) the diminution in value of the Returned Facility as a consequence of the Defect; or
 - (iii) correct the Defect itself or engage others to correct the Defect, in which case the costs incurred (including any Liability) by the State in so doing will be a debt due and payable by OF2 to the State.

- (f) **(Notice of correction):** Promptly after correction of the Defect, OF2 must give notice to the State and (if corrected prior to the Date of Stage 2 Completion) the Independent Verifier that the Defect has been corrected.

18A Securitised Licence Structure

18A.1 Completion Payments

- (a) Subject to **clause 18A.1(b)** and **clause 53.2(c)(iii)**, in consideration of OF2 carrying out and completing the Stage 2 Works, the State agrees to pay to, or at the direction of, OF2 each Completion Payment on the relevant Completion Payment Date.
- (b) The State has no obligation to pay a Completion Payment unless and to the extent that it receives the corresponding Receivables Purchase Payment from Secure Co 2 under the Securitisation Agreement (and no adjustment to the relevant Completion Payment or Receivables Purchase Payment will affect this limitation).
- (c) The amount of the Completion Payment and the corresponding Receivables Purchase Payment may only be adjusted:
 - (i) to reflect a Modification prior to the Date of Stage 2 Completion that is required to be funded by OF2 and agreed in accordance with this deed and calculated in accordance with **schedule 4**;
 - (ii) to reflect any other ECE Event where the Estimated Cost Effect is agreed to apply prior to the Date of Stage 2 Completion in respect of and calculated in accordance with **schedule 4**; and
 - (iii) otherwise by agreement between the parties prior to the Date of Stage 2 Completion.
- (d) If a Completion Payment is adjusted under **clause 18A.1(c)** the corresponding Receivables Purchase Payment will be adjusted by a corresponding amount such that the Completion Payment and the corresponding Receivables Purchase Payment will be equal.
- (e) No adjustment to a Completion Payment or the corresponding Receivables Purchase Payment will affect the limitation referred to in **clause 18A.1(b)**.
- (f) Notwithstanding any other clause of any State Stage 2 Document, the State may not set off any amount due and payable by OF2 to the State under the State Stage 2 Documents against any Completion Payment.
- (g) To the extent it has not already passed, all right, title and interest of OF2 in the Stage 2 Works to which Completion Payment applies passes to the State on payment by the State under **clause 18A.1(a)**.
- (h) Notwithstanding anything else in the Stage 2 Documents, the State acknowledges that, if a Receivables Purchase Payment is not received in full, or at all, under the Securitisation Agreement, the State's only right or remedy in respect of such non-payment is the ability to withhold payment of the corresponding Completion Payment under **clause 18A.1(a)** until such time as the Receivables Purchase Payment is received.

18A.2 Additional Completion Payment

- (a) Subject to **clause 18A.2(b)**, if an ECE Event occurs after the Date of Stage 2 Completion and the State requests that OF2, and OF2 agrees to, fund all

or a portion of the relevant Estimated Cost Effect in accordance with this deed, the State agrees to pay the Additional Completion Payment to OF2 on the Additional Completion Payment Date.

- (b) The State has no obligation to pay the Additional Completion Payment unless and to the extent that it receives the corresponding Receivables Purchase Price from Secure Co 2 under the Securitisation Agreement in relation to the relevant ECE Event.
- (c) The State may not set off any amount due and payable by OF2 to the State under the State Stage 2 Documents against the Additional Completion Payment.
- (d) To the extent it has not already passed, all right, title and interest of OF2 in the works to which the Additional Completion Payment applies passes to the State on payment by the State in accordance with **clause 18A.2(a)**.
- (e) The State acknowledges that, if a Receivables Purchase Price in respect of Additional Receivables is not received in full, or at all, under the Securitisation Agreement, the State's only right or remedy in respect of such non-payment is the ability to withhold payment of the corresponding Additional Completion Payment under **clause 18A.2(b)** until such time as the Receivables Purchase Price is received.

18A.3 No change in risk allocation

- (a) The parties acknowledge and agree that the Securitised Licence Structure is not intended to result in an Increased State Risk Allocation.
- (b) OF2 undertakes not to make any Claim inconsistent with the acknowledgement in **clause 18A.3(a)** and to procure that neither Secure Co 2 nor any of their Related Bodies Corporate will make any such Claim.
- (c) If the State believes (on reasonable grounds supported by external advice) that the Securitised Licence Structure results or is likely to result in an Increased State Risk Allocation, then it may give OF2 a notice stating that the Securitised Licence Structure is to be amended to the extent necessary to ensure there is no Increased State Risk Allocation.
- (d) Following receipt of a notice given by the State under **clause 18A.3(c)**, OF2 agrees to do anything reasonably requested by the State in that notice to amend or modify the Securitised Licence Structure to ensure that there is no Increased State Risk Allocation.

18A.4 Indemnity

OF2 indemnifies the State for:

- (a) all costs or loss incurred by the State as a result of any Increased State Risk Allocation to the extent that it is not removed or remedied by changes to the Securitised Licence Structure in accordance with **clause 18A.3**; and
- (b) any Claim brought against the State by Secure Co 2 or any Related Body Corporate of OF2 or Secure Co 2 which is inconsistent with the acknowledgement in **clause 18A.3(a)**.

PART E – OPERATIONS

19 Operation of the System

19.1 Commencement of the System

OF2 must not open the System for public use prior to the Date of Stage 2 Completion.

19.2 Maintenance Budget

- (a) **(Provision of initial budget):** Before Stage 2 Completion, OF2 must give to the State a budget for the Asset Maintenance Budget (as defined in the Project Deed) for the:
 - (i) remainder of the Operating Year in which Stage 2 Completion is achieved; and
 - (ii) following Operating Year.
- (b) **(Budget requirements):** Each Asset Maintenance Budget referred to in this clause 19.2 must:
 - (i) specify authorised expenditure for each anticipated asset replacement for the System in such detail as the State may reasonably require; and
 - (ii) be reconciled with the forecast maintenance program in the Asset Management Strategy and provide such details as the State may reasonably require explaining any discrepancy.

19.3 Ticketing and fare collection

- (a) **(Provision of ETS):** DTMR and its Associates will be responsible for providing the ETS for Stage 2.
- (b) **(ETS related obligations):** OF2 must:
 - (i) coordinate and project manage the installation of the ETS by DTMR and its Associates, including notifying the State and DTMR in relation to any delay to the installation of the ETS;
 - (ii) carry out all tasks and activities required to facilitate the provision of the ETS by DTMR and its Associates;
 - (iii) attend meetings as required for the purposes of the delivery, operation, maintenance and replacement of the ETS in relation to Stage 2 by DTMR and its Associates;
 - (iv) integrate the ETS with Stage 2 in accordance with annexure 15 (Integrated Transport Requirements) of the PSR;
 - (v) provide the State, DTMR and its Associates with any information they may require in relation to Stage 2 for the purposes of the delivery, operation, maintenance and replacement of the ETS on Stage 2;
 - (vi) ensure that its staff have been trained in relation to the ETS in accordance with any training requirements directed by the State, including by:
 - (A) facilitating attendance by staff of OF2 and its Associates at training provided by DTMR or its Associates; and
 - (B) conducting training for staff,

in accordance with, and subject to, this deed (including the PSR).

(c) **(Access):**

- (i) Without limiting **clause 19.3(b)**, OF2 must cooperate and work with the State, DTMR and their Associates regarding their access requirements to the Stage 2 Works to finalise a site access plan for all activities associated with the ETS (including the ETS interface requirements in **schedule 13 (ETS Interface Requirements)**), and must provide access to the Stage 2 Works in accordance with such site access plan.
- (ii) In addition to any other rights of access to the Stage 2 Works granted to the State, DTMR and their Associates under this deed, OF2 must, at all reasonable times, provide the State, DTMR and their Associates with access to the Stage 2 Works for the purpose of:
 - (A) carrying out any of the activities described in **clause 19.3(a)**; and
 - (B) installing, maintaining, replacing, upgrading, testing, inspecting or repairing the ETS.
- (iii) The State will use reasonable endeavours to ensure that DTMR and its Associates comply with OF2's reasonable requirements regarding access to the Stage 2 Works, provided that these are first agreed with the State.

(d) **(Notification of damage):** If OF2 or any of its Associates become aware of any faults or malfunctions in, or damage or disrepair to, the ETS on Stage 2, OF2 must report such fault or malfunction in accordance with the procedures and timelines provided by DTMR or its Associates.

(e) **(Maintenance):**

- (i) Following the installation of ETS equipment in accordance with this **clause 19.3**, the State or its Associates must perform and be responsible for all ETS Maintenance.
- (ii) The parties acknowledge that, during the Operations Phase, OF1 must perform and be responsible for First Line Maintenance in accordance with the Project Deed.

(f) **(Notification):** OF2 must notify the State or its Associates within 1 Business Day upon it becoming aware of any of the following faults:

- (i) faults to the ETS that have arisen through ETS Vandalism, including any risk associated with Major ETS Vandalism (which must be reported at the time when Major ETS Vandalism is reported to the ETS Technical Support Service); and
- (ii) any faults that have come to the attention of OF2 that have the capacity to affect the operation of the ETS.

(g) **(Intellectual Property):** ETS Intellectual Property Rights used in connection with the ETS will remain the property of the State and its Associates (as applicable).

20 Naming and branding

20.1 Station names

- (a) The Stations of the System will be named as set out in section 12 of part 1 of annexure 5 (Engineering Design Requirements) of the PSR.
- (b) Subject to any rights OF2 may have under **clause 26.1(c)**, the State may at any time change any Station name by notice to OF2.
- (c) The State will be entitled to retain all revenue received from any person in connection with any Station name.
- (d) OF2:
 - (i) may use the Station names only for activities and purposes directly related to Stage 2 and the State Stage 2 Documents; and
 - (ii) may not use for public purposes any name for the Stations other than the Station names described in **clauses 20.1(a) and 20.1(b)**.

20.2 Other signage and displays

Without limiting **clause 20.1**, OF2 must display informational signage and other information, public art and branding at all times during the D&C Phase (including on hoardings, Stage 2 Works and Stations) as required in accordance with the PSR, the Marketing Plan and Business Support Strategy (as defined in the PSR)).

PART F – ADVERSE EVENTS AND CHANGE

21 Step-In

21.1 Notification and cooperation regarding safety issues

- (a) OF2 must:
 - (i) identify and investigate:
 - (A) any Stage 2 Activity which may give rise to health and safety risks for any person; and
 - (B) any accidents or other incidents involving any (or any risk of) loss, injury or damage to persons (including death) or property of any kind, which occurs on or about the Stage 2 Area or the System as a result of or in connection with the Stage 2 Activities;
 - (ii) in the case of the matters referred to in **clause 21.1(a)(i)(A)**, give the State notice of each such matter as soon as reasonably practicable after it is identified; and
 - (iii) in the case of the matters referred to in **clause 21.1(a)(i)(B)**, give the State prompt oral notice of the accident or incident followed by a detailed report on OF2's investigation of such matters as soon as reasonably practicable after such accident or incident occurs.
- (b) Without limiting any other obligations of OF2 under the State Stage 2 Documents, the parties agree to co-operate openly and constructively (having regard to the reasonable protection of their commercial and legal positions) in relation to the investigation and management of, and response to, incidents occurring with respect to the System if such incidents have resulted, or have the potential to result, in serious injury or death to any person.

21.2 Notification of Step-In Events

- (a) OF2 must notify the State immediately upon becoming aware of any matter that is likely to cause a Step-In Event and must, at all times while a Step-In Event is subsisting, co-operate with the State to ensure that the Step-In Event is dealt with and normal performance of the Stage 2 Activities resumes as soon as is reasonably practicable.
- (b) If OF2 becomes aware of a Step-In Event occurring, OF2 must, at its cost:
 - (i) immediately inform the State of the Step-In Event;
 - (ii) promptly after informing the State, give the State notice of the Step-In Event;
 - (iii) keep the State informed about the Step-In Event; and
 - (iv) provide the State with sufficient information to enable the State to assess the nature of the Step-In Event and the likely effect of the Step-In Event on:
 - (A) the health or safety of persons;
 - (B) the Environment;
 - (C) any property; and

- (D) the safe and secure performance of the Stage 2 Activities or the operation of the System; and
- (v) immediately inform and keep the State informed about any action or measures OF2 has taken or proposes to take to respond to, overcome or minimise the effects of such incident, event or circumstances.

21.3 State may instruct

If a Step-In Event occurs, the State may instruct OF2 to do any one or more of the following:

- (a) immediately suspend performance of all or any part of the Stage 2 Activities;
- (b) provide additional or alternative services or other Stage 2 Activities; or
- (c) take, or procure that its Associates take, such other steps as the State determines are necessary or desirable in order to:
 - (i) continue the performance of the Stage 2 Activities; or
 - (ii) minimise the risk to:
 - (A) the health or safety of persons;
 - (B) the Environment;
 - (C) any property; and
 - (D) the safe and secure performance of the Stage 2 Activities or the operation of the System,

in each case to ensure that the Step-In Event is dealt with and normal performance of the Stage 2 Activities resumes as soon as is reasonably practicable.

21.4 State step-in

- (a) If:
 - (i) OF2 fails to promptly remedy or overcome the consequences of a breach, default, negligence or Wilful Misconduct which has given rise to a Step-In Event and the State believes that action must be taken in respect of the Step-In Event;
 - (ii) OF2 is unable or unwilling to provide additional or alternative Stage 2 Activities or take other steps requested under **clause 21.3(c)**, and the State believes that action must be taken in respect of the Step-In Event; or
 - (iii) the State otherwise believes that it must take action in response to the Step-In Event or to discharge a legislative or public duty;

the State may (without limiting **clause 21.5** or any statutory rights of the State):

- (iv) assume total or partial possession, management and control of the Stage 2 Works and the performance of the Stage 2 Activities; or
- (v) take such other steps as it determines are necessary or desirable to continue the performance of the Stage 2 Activities, including any steps to minimise the risk to the health and safety of persons, the Environment, any property or the safe and secure performance of the Stage 2 Activities or the operation of the System.

- (b) If the State wishes to exercise its rights under **clause 21.4**, the State must notify OF2 of the following:
 - (i) the action it wishes to take in general terms;
 - (ii) the reason for such action in general terms;
 - (iii) the date it wishes to commence such action, if such action has not already been taken;
 - (iv) the time period which it believes may be necessary for such action; and
 - (v) the extent to which the State will assume control of the Stage 2 Works or performance of the Stage 2 Activities.

21.5 Required Action

- (a) **(State to take Required Action):** The State or its nominees may take such action as notified in **clause 21.4** and any consequential additional action as the State believes is necessary to exercise those rights (together, the **Required Action**) and OF2 must (and must procure that its Associates) give all assistance to the State and its nominees while it is taking the Required Action including by:
 - (i) giving the State or its nominees access to the Stage 2 Works, including the Stage 2 Area and any other land upon which the Stage 2 Activities are being carried out;
 - (ii) making available to the State all relevant staff of OF2 and its Associates and authorising the State to give lawful directions to all such staff;
 - (iii) making available to the State all parts of the Stage 2 Works, including all spare parts, consumables and reparable items held by OF2 or its Associates in relation to Stage 2 (wherever located);
 - (iv) making available to the State all documentation relating to Stage 2, including the documents referred to in **clause 39.7**; and
 - (v) enabling the State to step in to any relevant Core Contract or Significant Contract.
- (b) **(Power of attorney):** OF2 irrevocably appoints the State and its nominees as its attorney with full power and authority to exercise the State's Step-In Rights, carry out the Required Action and to carry out OF2's obligation under **clause 21.5(a)**.
- (c) **(Stage 2 Completion of Required Action):** The State must:
 - (i) give OF2 notice of its intent to complete or cease the Required Action; and
 - (ii) complete or cease the Required Action in accordance with such notice;

in which case OF2 must recommence performance of the Stage 2 Activities, if such performance has been prevented by the State exercising its Step-In Rights, immediately upon the completion or cessation of the Required Action.
- (d) **(Prompt step out):** Except to the extent the Required Action is taken as a result of any negligence, Wilful Misconduct, breach or default of OF2 or its

Associates, the State will use its reasonable endeavours to complete the Required Action promptly upon cessation of the relevant event which gave rise to the exercise of the Step-In Rights.

- (e) **(Release):** OF2 acknowledges and agrees that the State and its Associates have no liability for any Loss or Claim which OF2 or OF2's Associates suffer or incur as a result of the exercise of Step-In Rights or the taking of any Required Action except to the extent that:
 - (i) such Claim or Loss is caused by any fraudulent act or omission of the State, if the State has acted in bad faith or if it arises from gross negligence of the State; or
 - (ii) the exercise of Step-In Rights, taking of Required Action or the consequences of either constitutes a Compensation Event or a Relief Event, in which case **clause 22** or **23** will apply.
- (f) **(Indemnity):** OF2:
 - (i) agrees not to make a Claim (and to procure that its Associates do not make a Claim) against the State or any of the State's Associates in respect of any Loss or Claim referred to in **clause 21.5(e)**; and
 - (ii) subject to **clauses 35.2** to **35.4**, releases and indemnifies the State and its Associates in respect of any Loss or Claim which the State and its Associates suffer or incur as a result of any Claim brought in contravention of **clause 21.5(f)(i)**.
- (g) **(No relief or compensation):** Except as expressly provided for in this **clause 21**, OF2 will not be entitled to any relief from obligations, nor any compensation in respect of the exercise of Step-In Rights or the taking of any Required Action.
- (h) **(No limitation on rights or obligations):** Except as expressly provided in this **clause 21**, neither the State's rights or OF2's liabilities or obligations, whether under the State Stage 2 Documents (including under **clauses 37** and **38**) or otherwise according to Law, in respect of Step-In Events, will be limited by the terms of this **clause 21**.
- (i) **(No obligation):** Nothing in this **clause 21** requires the State to exercise its Step In Rights to remedy or cure any breach by OF2 or mitigate any risk or consequences in respect of which it exercises any Step In Rights.
- (j) **(Reasonable endeavours):** In exercising its Step-In Rights, the State must use reasonable endeavours to perform the Stage 2 Activities in accordance with the State Stage 2 Documents.

22 Compensation Events

22.1 Compensation Events

If and to the extent that a Compensation Event:

- (a) affects the ability of OF2 to comply with any of its obligations or exercise any of its rights under the State Stage 2 Documents (other than its obligations under **clause 15**); or
- (b) causes OF2 to incur additional or increased costs or lose revenue in respect of the Project (other than in respect of its obligations under **clause 15**),

then other than to the extent that the Compensation Event (or its effects):

- (c) occurs or arises (directly or indirectly) in whole or in part as a result of or in connection with any action or omission (other than any act or omission expressly permitted by a State Stage 2 Document) by OF2 or its Associates;
- (d) has been caused by OF1's negligence, Willful Misconduct, breach or default; or
- (e) is or ought reasonably to have been within the control of OF2 or its Associates,

OF2 is entitled to apply for relief from its obligations under the State Stage 2 Documents or claim compensation under this deed (or both) in accordance with the provisions of this **clause 22**.

22.2 Mitigation

OF2 must:

- (a) take all reasonable steps to reduce, mitigate, prevent or eliminate the effects of any Compensation Event (including by putting in place temporary measures reasonably acceptable to the State and mitigating any effects on the Commonwealth Games); and
- (b) use all reasonable endeavours to continue to perform its obligations under the State Stage 2 Documents despite the occurrence of a Compensation Event.

22.3 Claim for relief or compensation

To obtain relief or claim compensation in respect of a Compensation Event, OF2 must:

- (a) as soon as practicable, and in any event within 15 Business Days after it first becomes aware that the Compensation Event is likely to cause any of the consequences referred to in **clause 22.1**, give to the State a notice (**Compensation Notice**) setting out:
 - (i) details of the nature of the Compensation Event;
 - (ii) the date of the Compensation Event's occurrence;
 - (iii) the estimated duration of the Compensation Event;
 - (iv) the extent to which the Compensation Event is covered by insurance, to the best of OF2's knowledge at that time; and
 - (v) whether OF2 intends to claim for relief from its obligations under the State Stage 2 Documents and/or compensation in accordance with this **clause 22**;
- (b) within 10 Business Days of giving the Compensation Notice, give the State full details (including supporting documentation) of:
 - (i) any relief from obligations (other than its obligations under **clause 15**) and any Estimated Cost Effect claimed; and
 - (ii) the steps which OF2 has taken to mitigate, prevent or eliminate the effects of the relevant Compensation Event; and
- (c) comply with its continuous notification obligations under **clauses 22.5**.

22.4 Change in Codes and Standards

- (a) OF2 must promptly notify the State of any Change in Codes and Standards.
- (b) During the D&C Phase:
 - (i) OF2 will not be required to comply with the Change in Codes and Standards unless directed to do so in accordance with **clause 22.4(b)(iii)** (in which case OF2 must comply with that direction);
 - (ii) OF2 must give the State (at the same time as the notice under **clause 22.4(a)**) an estimate of the Estimated Cost Effect of complying with that Change in Codes and Standards and an estimate of any associated delay to the Date for Stage 2 Completion, including sufficient information to support the estimates;
 - (iii) the State may, within 15 Business Days of receipt of the information under **clause 22.4(b)(ii)**, direct OF2 to comply with the Change in Codes and Standards, in which case the Change in Codes and Standards will be addressed as a Qualifying Change of Law under this **clause 22** and the Estimated Cost Effect Schedule; and
 - (iv) if the State does not give OF2 a direction under **clause 22.4(b)(iii)**, OF2 must continue to comply with the Codes and Standards (disregarding that Change in Codes and Standards) and the relevant Change in Codes and Standards will not be treated as a Compensation Event.

22.5 Continuing Compensation Events

If the Compensation Event (or its effects) are continuing, OF2 must:

- (a) continue to give the information required by **clause 22.3(b)** every two months after the notice under **clause 22.3(b)** was provided to the State until after the Compensation Event (or its effects) have ceased; and
- (b) provide a final notice within 5 Business Days after the Compensation Event (or its effects) have ceased.

22.6 Request for information

At any time after receipt of a notice from OF2 under **clause 22.3** or **22.5**, the State may request from OF2 further information which the State requires to assess any claim for relief or compensation under this **clause 22**.

22.7 Estimated Cost Effect and other relief

Subject to **clause 22.8** and provided that OF2 has complied with **clauses 22.2** and **22.3** (and, in respect of a Change in Codes and Standards which is a Qualifying Change in Law, **clause 22.4**, the State will, as soon as practicable and in any event within 20 Business Days after receipt of OF2's notice under **clause 22.3**, if the State is satisfied (acting reasonably) that a Compensation Event has occurred and, as a consequence, is satisfied (acting reasonably) of the matters claimed in OF2's notices under **clause 22.3**:

- (a) the State must grant OF2 such relief from its obligations (and the consequences under **clauses 37** and **38** of not performing those obligations) under the State Stage 2 Documents (other than its obligations under **clause 15** and the consequences of not performing those obligations) as is reasonable for such a Compensation Event, taking into account the notice given under **clause 22.3**; and

- (b) the State must pay OF2 the Estimated Cost Effect (if any).

22.8 Delay in notification or failure to mitigate

If, in respect of a Compensation Event:

- (a) the Compensation Notice or any further information is provided after the dates referred to in **clause 22.3** or **22.5**; or
- (b) OF2 fails to comply with its obligations under **clause 22.2** (or, in respect of a Change in Codes and Standards which is a Qualifying Change in Law, **clause 22.4**,

OF2 will not be entitled to any relief from its obligations under the State Stage 2 Documents or any compensation under this deed in respect of that Compensation Event.

22.9 Disputes

If OF2 applies for relief under this **clause 22** and:

- (a) there is a dispute as to the amount of any compensation or relief from OF2's obligations under the State Stage 2 Documents arising from a Compensation Event; or
 - (b) the State disagrees that a Compensation Event has occurred,
- the matter will be determined by expert determination under **clause 49**.

22.10 Step-In rights

- (a) OF2's right to relief under **clause 22.7** does not affect the State's Step-In Rights.
- (b) A Compensation Event may also constitute a Step-In Event.

23 Relief Events

23.1 Occurrence of a Relief Event

If and to the extent that a Relief Event affects the ability of OF2 to comply with any of its obligations or exercise any of its rights under the State Stage 2 Documents (other than its obligations under **clause 15**), and unless the Relief Event:

- (a) occurs or arises (directly or indirectly) in whole or in part as a result of or in connection with any action or omission (other than any act or omission expressly permitted by a State Stage 2 Document) of OF2 or its Associates;
- (b) has been caused by OF1's negligence, Wilful Misconduct, breach or default; or
- (c) is, or ought reasonably to have been, within the control of OF2 or its Associates,

then OF2 is entitled to apply for relief from its affected obligations under the State Stage 2 Documents in accordance with the provisions of this **clause 23** but will not be entitled to any compensation for additional or increased costs or lost revenue in respect of such Relief Event.

23.2 Mitigation

OF2 must:

- (a) take all reasonable steps to reduce, mitigate, prevent or eliminate the effects of any Relief Event (including by putting in place temporary measures reasonably acceptable to the State and mitigating any effects on the Commonwealth Games); and
- (b) use its reasonable endeavours to continue to perform its obligations under the State Stage 2 Documents despite the occurrence of a Relief Event.

23.3 Claim for relief

To obtain relief in respect of a Relief Event, OF2 must:

- (a) as soon as practicable, and in any event within 10 Business Days after it becomes aware that the Relief Event is likely to cause the consequences referred to in **clause 23.1**, give to the State a notice (**Relief Notice**) setting out the details of the nature of the Relief Event and whether OF2 intends to claim for relief from its obligations under the State Stage 2 Documents in accordance with this **clause 23**, including:
 - (i) the nature of the Relief Event;
 - (ii) the date of the Relief Event's occurrence;
 - (iii) the estimated duration of the Relief Event; and
 - (iv) the extent to which the Relief Event is covered by insurance, to the best of OF2's knowledge at that time;
- (b) within 5 Business Days of giving the Relief Notice, give the State full details (including supporting documentation) of:
 - (i) the relief from its obligations under the State Stage 2 Documents claimed;
 - (ii) the steps which OF2 has taken to mitigate, prevent or eliminate the effects of the relevant Relief Event;
 - (iii) an estimate of the time during which OF2 will be unable to carry out the affected obligations due to the Relief Event;
 - (iv) all insurance moneys to which OF2 reasonably believes it will be entitled in making good any damage caused by the Relief Event; and
- (c) comply with its continuous notification obligations under **clause 23.4**.

23.4 Continuing Relief Event

- (a) If the Relief Event is continuing, OF2 must:
 - (i) continue to give the information required by **clause 23.3(b)** every two months after the notice under **clause 23.3(b)** was provided to the State until after the Relief Event has ceased; and
 - (ii) provide a final notice within 5 Business Days after the Relief Event has ceased.
- (b) Following a notification under **clause 23.4(a)(ii)**, the State Stage 2 Documents must continue to be performed on the terms existing immediately prior to the occurrence of the Relief Event.
- (c) Subject to **clause 24.4**, any sustained Relief Event will cease if and at the time that the Relief Event becomes a Force Majeure Event, unless otherwise agreed by the State and OF2 under **clause 24.2**.

23.5 Request for information

At any time after receipt of a notice from OF2 under **clauses 23.3 or 23.4**, the State may request from OF2 further information which the State requires to assess any claim for relief under this **clause 23**.

23.6 Relief

Subject to **clause 23.7** and provided that OF2 has complied with **clauses 23.2 and 23.3**, if the State is satisfied (acting reasonably) that a Relief Event has occurred and, as a consequence, is satisfied (acting reasonably) of the matters claimed in OF2's notices under **clause 23.3**, the State must grant OF2 such relief from its obligations (and the consequences under clauses 37 and 38 of not performing those obligations) under the State Stage 2 Documents (other than its obligations under **clause 15**) as is reasonable for such a Relief Event, taking into account the notices given under and **23.3**.

23.7 Delay in notification or failure to mitigate

If, in respect of a Relief Event:

- (a) the Relief Notice or any further information is provided after the dates referred to in **clauses 23.3 or 23.4**; or
- (b) OF2 fails to comply with its obligations under **clause 23.2**,

OF2 will not be entitled to any relief from its obligations under the State Stage 2 Documents.

23.8 Other obligations not affected

Nothing in this **clause 23** will affect any obligation on OF2 under the State Stage 2 Documents including to:

- (a) satisfy or exceed the PSR; or
- (b) take remedial action (including, if applicable, provision of back-up PUP), rectify, reinstate or replace to deal with the effects or consequences of such Relief Event,

to the extent OF2 is not prevented from complying with such obligations by the relevant Relief Event.

23.9 Disputes

If OF2 applies for relief under this **clause 23** and:

- (a) there is a dispute as to OF2's entitlement to relief from its obligations under the State Stage 2 Documents arising from a Relief Event; or
- (b) the State disagrees that a Relief Event has occurred,

the matter will be determined by expert determination under **clause 49**.

23.10 Step-In rights

- (a) OF2's right to relief under **clause 23.6** does not affect the State's Step-In Rights.
- (b) A Relief Event may also constitute a Step-In Event.

24 Force Majeure

24.1 Notification

On the occurrence of a Force Majeure Event, OF2 must notify the State as soon as practicable. The notification must include all updated details required to be provided in accordance with **clause 23.4** in relation to the Relief Event which has become a Force Majeure Event.

24.2 Meeting

As soon as practicable after a notice under **clause 24.1** is given or the State notifies OF2 that a Force Majeure Event has occurred, the parties must meet and consult with each other in good faith and use all reasonable endeavours to:

- (a) determine whether a Force Majeure Event has occurred;
- (b) determine the extent to which the Force Majeure Event is covered by insurance;
- (c) determine the estimated duration of the Force Majeure Event; and
- (d) agree on appropriate measures to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the State Stage 2 Documents.

24.3 Termination for Force Majeure Event

- (a) Subject to **clauses 24.3(b)** and **24.4**, if:
 - (i) the parties are unable to agree on appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the State Stage 2 Documents on or before the date falling 20 Business Days after the date of the commencement of the relevant Force Majeure Event (or the date on which the relevant Relief Event became a Force Majeure Event); and
 - (ii) the Force Majeure Event is continuing or its consequence remain such that the affected party has been or is unable to comply with a material part of its obligations under the State Stage 2 Documents during that 20 Business Day period,

then either party may terminate this deed by giving 20 Business Days' notice to the other party.

- (b) OF2 may only terminate this deed in accordance with **clause 24.3(a)** if:
 - (i) if OF2 is entitled to recover (or would have been entitled to recover if OF2 had fully complied with **clause 36** and made a proper claim) under the advance business interruption insurance policy, the maximum indemnity period stated in the advance business interruption insurance policy has been exceeded; or
 - (ii) if OF2 is not entitled to recover under the advance business interruption insurance policy (other than because OF2 has not complied with its obligations under **clause 36** or made a proper claim), at the end of the 20 Business Day period referred to in **clause 24.3(a)**.

24.4 Suspension of OF2's right to terminate

- (a) If OF2 gives a termination notice under **clause 24.3**, the State may suspend OF2's right to terminate for up to 12 months by giving a suspension notice within 20 Business Days of receipt of OF2's termination notice, provided that

if the right to terminate is suspended the event giving rise to the Force Majeure Event will be treated as a Relief Event for the purposes of **clause 15** for the period of the suspension.

- (b) If the State gives OF2 a suspension notice under **clause 24.4(a)**:
 - (i) the State must, during the period in which OF2's right to terminate is suspended, pay OF2 its debt servicing costs for the period of suspension less any Insurance Proceeds recovered by OF2 (or which would have been recovered by OF2 had it complied with **clause 36**, in respect of the Force Majeure Event); and
 - (ii) this deed will not terminate until the earlier of:
 - (A) expiry of the maximum 12 month suspension period under **clause 24.4(a)**; or
 - (B) notice (of at least 30 Business Days) from the State to OF2 that it is ending the suspension of OF2's right to terminate.
- (c) If OF2 becomes able to recommence performing the relevant obligations after the State gives OF2 a suspension notice:
 - (i) OF2 must recommence performance of those obligations; and
 - (ii) OF2's termination notice under **clause 24.3** will cease to have any effect.

24.5 Whole of System not affected

If a Force Majeure Event prevents OF2 from carrying out its obligations under the State Stage 2 Documents in respect of some but not all of the Stage 2 Works or the System, either party may, following the occurrence of the Force Majeure Event, propose a Modification in accordance with **clause 26.1(a)** or **26.1(c)** (as applicable) under which the affected part of the Stage 2 Works or the System (as applicable) ceases to be subject to the State Stage 2 Documents.

25 Change in Law

25.1 Non-Qualifying changes in Law

Subject to this **clause 25** and **clause 27.5**, OF2 will be liable for the consequences of, and will have no Claim against the State arising out of or in any way in connection with, a Change in Law.

25.2 Qualifying Change in Law

OF2 will be entitled to compensation for a Qualifying Change in Law in accordance with **clause 22** and the Estimated Cost Effect Schedule.

25.3 Beneficial Change in Law

If a Change in Law results in a net cost saving (calculated in the same manner as an Estimated Cost Effect), OF2 must pay the cost saving to the State in the same manner as for any Estimated Cost Effect which is a negative number in accordance with **clause 27.7** as if the Change in Law arose due to an OF2 initiated Modification and the savings were shared equally between the State and OF2.

25.4 No limitation

Nothing in **clause 25** limits OF2's obligation to comply with Law.

26 State initiated Modifications

26.1 Modification Proposal

- (a) **(Modification Proposal):** The State may at any time issue to OF2 a notice titled "Modification Proposal" setting out the details of a proposed Modification which the State is considering, including the State's proposed requirements for the implementation and funding of the proposed Modification.
- (b) **(Notice of Modification):**
 - (i) If, in OF2's opinion, any direction given by the State other than a direction given in a Notice to Proceed or Modification Order constitutes or involves a Modification, OF2 must provide notice to this effect to the State within 3 Business Days of receipt of the direction.
 - (ii) Within 2 Business Days of receipt of such notice from OF2, the State will notify OF2 that either:
 - (A) it agrees that the direction constitutes or involves a Modification, in which case the State will issue a Modification Proposal or Modification Order in respect of that Modification (and OF2 will not be required to comply with the direction except in accordance with any Modification ordered, agreed or determined);
 - (B) it disagrees that the direction constitutes or involves a Modification, and that it considers OF2 is required to comply with the direction in accordance with this deed or at Law; or
 - (C) it withdraws the direction,provided that if the State fails to respond within the timeframe required under this **clause 26.1(b)(ii)**, the direction will be deemed to have been suspended until such time as the State responds to OF2 (and OF2 will have no claim against the State in respect of the failure to respond).
 - (iii) If the parties fail to agree under this **clause 26.1(b)**, the matter may be referred by either party for resolution in accordance with **clause 49**.
 - (iv) If OF2 does not provide a notice in accordance with **clause 26.1(b)(i)**, OF2 will not be entitled to any relief or compensation on the basis that a direction constituted or involved a Modification.
- (c) **(Modification Notice):** Subject to **clause 26.2**, within 20 Business Days of receipt of a Modification Proposal from the State (or such other time as the State reasonably requires or permits having regard to the size and complexity of the proposed Modification), OF2 must prepare and submit a Modification Notice to the State.
- (d) **(No obligation to proceed):** The State will not be obliged to proceed with any Modification proposed in a Modification Proposal or which is the subject of a Modification Notice.
- (e) **(Notice to Proceed):** Without limiting the State's rights under this **clause 26**, the State may, at any time after issuing a Modification Proposal under **clause 26.1(a)** (whether or not OF2 has provided a Modification Notice), issue a Notice to Proceed with the Modification together with a Modification Order.

- (f) **(Implementation):** If the State issues a Notice to Proceed to OF2 under **clause 26.1(e)**:
 - (i) OF2 must proceed to implement the Modification in accordance with the directions of the State;
 - (ii) OF2 will be relieved of its obligations under the State Stage 2 Documents to the extent specified in the Notice to Proceed;
 - (iii) the parties will use their reasonable endeavours to agree to the Estimated Cost Effect of the Modification and any relief required by OF2 from its obligations under the State Stage 2 Documents (including any extensions of time to the Date for Stage 2 Completion or the Sunset Date) as is reasonable for the Modification;
 - (iv) if the parties cannot agree to the Estimated Cost Effect or the relief required by OF2, the matter will be referred to dispute resolution by expert determination under **clause 49** and will be reasonably determined by the State until the matter is resolved in accordance with **clause 49**; and
 - (v) any necessary adjustments to the Estimated Cost Effect and the relief granted will be made following the determination of the dispute (if applicable).

26.2 Costs of preparation of Modification Notice

- (a) **(No reimbursement except above threshold):** Subject to **clause 26.2(b)**, OF2 will not be entitled to any reimbursement for any costs of preparation of a Modification Notice.
- (b) **(Modification Notices above threshold):** If the State issues a Modification Proposal which involves capital works with a capital cost in excess of \$5 million (CPI Indexed):
 - (i) **(price for Modification Notice):** OF2 must, within 5 Business Days of receipt of a Modification Proposal, provide the State with a proposed price for the preparation of the Modification Notice which will be an estimate of the costs that will be reasonably and properly incurred by OF2 in preparing the Modification Notice;
 - (ii) **(no margin):** the price proposed by OF2 under **clause 26.2(b)** must not include any margin (including any profit or costs for on-site and off-site overheads, administration or corporate expenses);
 - (iii) **(breakdown):** OF2's proposed price will set out a detailed breakdown of the costs and time allowed to prepare the Modification Notice;
 - (iv) **(further details):** to the extent it is able to do so, the State will provide OF2 with further details of the proposed Modification reasonably requested by OF2 to assist in determining a price for the Modification Notice;
 - (v) **(State approval):** within 10 Business Days of receipt of OF2's proposed price for the preparation of the Modification Notice, the State must advise OF2 whether:
 - (A) the State agrees to the proposal, in which case OF2 must prepare a Modification Notice;

- (B) the State requires OF2 to conduct a tender process in accordance with **clause 26.6**; or
- (C) the State does not agree with the proposal in which case the State may:
 - (1) suggest an alternative price;
 - (2) require OF2 to submit a further price; or
 - (3) inform OF2 that it does not wish to proceed with the proposed Modification;
- (vi) **(alternative price)**: following receipt of:
 - (A) OF2's response to an alternative price suggested by the State under **clause 26.2(b)(v)(C)(1)**; or
 - (B) OF2's alternative price submission under **clause 26.2(b)(v)(C)(2)**,
 or if OF2 does not respond to the State's alternative price or submit an alternative price within 5 Business Days, then:
 - (C) if the parties have reached agreement on the price of the Modification Notice, the State may direct OF2 to proceed with the preparation of the Modification Notice; or
 - (D) subject to the State's rights under **clauses 26.2(b)(vii)** and **26.2(b)(viii)**, if the parties have not reached agreement on the price of the Modification Notice:
 - (1) the State will meet with OF2 to use their reasonable endeavours to agree to the price of the Modification Notice. If the State and OF2 cannot agree to the price of the Modification Notice, the matter may be referred to dispute resolution by expert determination in accordance with **clause 49**; and
 - (2) the State may direct OF2 to prepare the Modification Notice by issuing a notice to prepare (**Notice to Prepare**);
- (vii) **(Notice to Prepare)**: if the State issues a Notice to Prepare to OF2:
 - (A) any disputed matters will, until the State and OF2 otherwise agree or a determination is made in accordance with **clause 26.2(b)(vi)(D)(1)**, be reasonably determined by the State;
 - (B) OF2 must prepare the Modification Notice on the basis determined by the State (notwithstanding that any matters in dispute have not been agreed or determined in accordance with **clause 26.2(b)(vi)(D)(1)**); and
 - (C) any necessary adjustments to the price payable to OF2 for preparation of the Modification Notice will be made following determination in accordance with **clause 26.2(b)(vi)(D)(1)** (if applicable);
- (viii) **(Modification Notice)**: if OF2 is required to prepare a Modification Notice in accordance with **clause 26.2(b)(v)** or **26.2(b)(vi)**, it must prepare and submit such Modification Notice to the State:
 - (A) within 60 Business Days of:

- (1) the State's agreement to the proposed price for the Modification Notice; or
 - (2) failing agreement, the issue of a Notice to Prepare by the State; or
 - (B) such other time as the State reasonably requires or agrees having regard to the size and complexity of the proposed Modification,
- in accordance with **clause 26.3**; and
- (ix) **(payment for Modification Notice):** if:
 - (A) OF2 is required to prepare a Modification Notice in accordance with **clause 26.2(b)(v)** or **26.2(b)(vi)**; and
 - (B) the State does not issue a Notice to Proceed or a Modification Order,

the State will pay OF2 the price for the preparation and submission of the Modification Notice (as agreed or determined in accordance with this **clause 26.2**) within 60 Business Days of receiving an invoice from OF2 for such price, provided that the relevant Modification Notice has been prepared and submitted in accordance with this **clause 26.2**.

26.3 Contents of Modification Notice

A Modification Notice must set out detailed particulars of:

- (a) the Estimated Cost Effect of the proposed Modification;
- (b) the basis (if any) on which OF2 would be prepared to fund the Modification and the cost difference, if OF2, rather than the State, funds the Modification;
- (c) the effect which the proposed Modification will have on the D&C Program;
- (d) the methodology and process by which OF2 proposes to carry out the proposed Modification;
- (e) the effect the Modification will have on the key performance indicators specified in the PSR (PD) and schedule 3 of the Project Deed (taking into account the amendments to those documents which will take effect on the Date of Stage 2 Completion);
- (f) the effects which the proposed Modification will have on:
 - (i) the workmanship, durability or functional integrity of any element of the Stage 2 Works or the System;
 - (ii) OF2's ability to perform the Stage 2 Activities in accordance with the State Stage 2 Documents;
 - (iii) OF1's ability to perform the O&M Activities in accordance with the State Project Documents, and the cost of performing the O&M Activities;
 - (iv) the safety of the System;
 - (v) OF1's ability to return the System to the State (or its nominee) in accordance with the requirements of the State Project Documents;
 - (vi) any Future Stages or any proposed Proximate Works;
 - (vii) OF2's ability to:

- (A) satisfy any warranty given by OF2 under the State Stage 2 Documents; or
 - (B) perform any of its other obligations under the State Stage 2 Documents; or
- (viii) OF1's ability to:
 - (A) satisfy any warranty given by OF1 under the State Project Documents; or
 - (B) perform any of its obligations under the State Project Documents;
- (g) any relief required by OF2 from its obligations under the State Stage 2 Documents (including any extensions of time to the Date for Stage 2 Completion or the Sunset Date) as is reasonable for the proposed Modification;
- (h) any proposed amendments to the Stage 2 Documents that are necessary in order to carry out the Modification; and
- (i) any other information requested by the State in respect of the proposed Modification,

except to the extent the State advises OF2 that it does not require those particulars to be set out in the Modification Notice, and must be accompanied by a statement by OF1 confirming the aspects of the Modification Notice which relate to OF1, the System and the State Project Documents.

26.4 General requirements for Modification Notice

A Modification Notice must be prepared:

- (a) so as to avoid, as far as practicable, the need for a new Approval or a modification to an existing Approval for the implementation of the Modification;
- (b) in accordance with the principles contained in the Estimated Cost Effect Schedule;
- (c) assuming OF2 is a willing, efficient and competent provider of the Modification in an efficient and competitive market;
- (d) in a manner which is consistent with the requirements of the State for the implementation of the Modification;
- (e) so as to minimise the disruption to the System arising from the carrying out of the Modification;
- (f) so as to minimise any delay in achieving Stage 2 Completion arising from the carrying out of the Modification, to the extent that Stage 2 Completion has not yet been achieved;
- (g) so as to avoid any adverse safety impacts from carrying out the Modification;
- (h) in a manner which ensures that all appropriate insurances relevant to the Modification are taken out and maintained consistently with those that would have been required by the State if the Modification had been included in the original requirements of the State Stage 2 Documents, unless the State otherwise determines; and

- (i) in the form of an offer capable of immediate acceptance by the State at any time up to 40 Business Days after the date on which the State receives OF2's Modification Notice.

26.5 Consultation

If required by the State, OF2 will meet at such times and provide such further details and such appropriately qualified personnel to explain, as may be reasonably necessary to enable the State to assess a Modification Notice.

26.6 Tender for works

- (a) If a Modification is likely to involve capital works with a cost in excess of \$5 million (CPI Indexed),

the State may at any time require that OF2 conduct a tender process for all or part of the works which would be required to effect the Modification. OF2 will be entitled to any direct costs reasonably and properly incurred by it in carrying out the tender process in accordance with this **clause 26.6**.
- (b) If the State elects to require the tender process, the tender process must be carried out promptly, in accordance with the State's reasonable requirements and the process set out in section 7 of the Estimated Cost Effect Schedule.
- (c) Following completion of the tender process, OF2 must prepare a Modification Notice, having regard to the outcome of the tender process (including the tendered prices) in the Modification Notice (or, if a Modification Notice has been submitted before the completion of the tender process, promptly submit an appropriately amended Modification Notice).
- (d) If OF2 is required to prepare a Modification Notice in accordance with **clause 26.6(c)**, the date by which OF2 must provide a Modification Notice under **clause 26.1(c)** or **26.2(b)(viii)** (as applicable) will be extended by such period as is reasonably required to conduct the tender process.

26.7 Issue of a Modification Order

- (a) **(Modification Order):** Within 20 Business Days (or such longer period as the State reasonably requires, having regard to the size and complexity of the proposed Modification) after receiving a Modification Notice, the State may:
 - (i) accept the Modification Notice;
 - (ii) reject the Modification Notice; or
 - (iii) inform OF2 that it does not wish to proceed with the proposed Modification.
- (b) **(State accepts Modification Notice):** If the State accepts the Modification Notice in accordance with **clause 26.7(a)(i)**:
 - (i) the State will issue a Modification Order;
 - (ii) OF2 must carry out the Modification described in the Modification Order on the basis of the Modification Notice (as accepted by the State); and
 - (iii) OF2 will be relieved of its obligations under the State Stage 2 Documents and granted any extension of time, to the extent specified in the Modification Notice (as accepted by the State).

- (c) **(State rejects Modification Notice):** If the State rejects the Modification Notice in accordance with **clause 26.7(a)(ii)**, the State may require that:
 - (i) the parties consult in good faith and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Modification Notice which are in dispute; or
 - (ii) OF2 conduct a tender process (to the extent it has not already done so) under **clause 26.6**.
- (d) **(Parties reach agreement):** If the parties reach agreement on the disputed matters in the Modification Notice, the State may direct OF2 to implement the Modification by issuing a Modification Order, in which case:
 - (i) OF2 must carry out the Modification on the basis of the Modification Notice (as varied by the parties' agreement, as recorded in the Modification Order, on the matters in the Modification Notice which were in dispute); and
 - (ii) OF2 will be relieved of its obligations under the State Stage 2 Documents and granted any extension of time, to the extent specified in the Modification Notice (as varied by the parties' agreement, as recorded in the Modification Order, on the matters in the Modification Notice which were in dispute).
- (e) **(If parties fail to reach agreement):** If the parties are unable to reach agreement within 20 Business Days after the State receives the Modification Notice, the State may refer the matter for dispute resolution in accordance with **clause 49**. To the extent that any such dispute relates to the Estimated Cost Effect of the Modification, or any relief required by OF2 from its obligations under the State Stage 2 Documents (including any extensions of time to the Date for Stage 2 Completion or the Sunset Date), it will be referred to expert determination in accordance with **clause 49**.
- (f) **(State may direct that Modification proceed):** If:
 - (i) OF2 fails to provide a Modification Notice as required by this **clause 26**; or
 - (ii) the State refers the matter for dispute resolution under **clause 26.7(e)**,
 the State may also direct OF2 to implement the Modification by issuing a Notice to Proceed together with a Modification Order (whether or not any matters in dispute have been agreed in accordance with **clause 49**).
- (g) **(Notice to proceed):** If the State issues a Notice to Proceed to OF2 under **clause 26.7(f)**:
 - (i) any disputed matters (including any matters set out in **clauses 26.3(a), 26.3(c) and 26.3(g)**) will, until the State and OF2 otherwise agree or a determination is made in accordance with **clause 49**, be reasonably determined by the State;
 - (ii) OF2 must proceed to implement the Modification on the basis determined by the State (notwithstanding that any matters in dispute have not been agreed or determined in accordance with **clause 49**);
 - (iii) OF2 will be relieved of its obligations under the State Stage 2 Documents and granted any extension of time, to the extent specified in the Notice to Proceed; and

- (iv) any necessary adjustments will be made following the determination of a dispute (if applicable).
- (h) **(State options following determination):** Following determination of the dispute referred to in **clause 26.7(e)** in accordance with **clause 49**, the State may, if it has not already exercised its right under **clause 26.7(f)**, elect to do either of the following:
 - (i) require OF2 to implement the Modification in accordance with the Modification Notice as varied by the determination by issuing a Modification Order; or
 - (ii) withdraw the proposed Modification.
- (i) **(OF2 to implement Modification):** If the State gives a Modification Order pursuant to **clause 26.7(h)(i)**:
 - (i) OF2 must carry out the Modification described in the Modification Order on the basis of the Modification Notice (as varied by the determination, once made); and
 - (ii) OF2 will be relieved of its obligations under the State Stage 2 Documents and granted any extension of time, to the extent specified in the Modification Notice (as varied by the determination, once made).

For the avoidance of doubt, if the State requires or agrees to any changes to the State Project Documents, the O&M Activities or the service payments under the Project Deed, those changes may only be implemented by a separate modification in accordance with the Project Deed.

26.8 Estimated Cost Effect and relief

If the State directs OF2 to carry out a Modification in accordance with this **clause 26** it must:

- (a) pay OF2 the Estimated Cost Effect; and
- (b) grant OF2 any relief from its obligations under the State Stage 2 Documents (including any extensions of time to the Date for Stage 2 Completion or the Sunset Date) as is reasonable for the proposed Modification,

each:

- (c) as agreed by the parties; or
- (d) failing agreement, as initially determined by the State and ultimately determined by expert determination in accordance with **clause 49**.

26.9 Right to omit Stage 2 Works

- (a) The State may omit any part of the Stage 2 Works in accordance with the procedure set out in this **clause 26** and may carry out those omitted Stage 2 Works itself or have them carried out by a third party.
- (b) If the State exercises its rights under **clause 26.9(a)** OF2 will, subject to **clause 8.12**, be relieved of its obligations under the State Stage 2 Documents to the extent agreed by the parties or as determined in accordance with **clause 49** to be necessary to accommodate the Modification.

26.10 Modification savings

If OF2 implements a Modification in accordance with this **clause 26** that results in an Estimated Cost Effect which is a negative number, OF2 must pay the Estimated Cost Effect to the State (except to the extent otherwise agreed by the State, acting reasonably) as follows:

- (a) to the extent that the Estimated Cost Effect relates to the Stage 2 Activities, the Estimated Cost Effect may be set-off against any Estimated Cost Effect for another Modification in respect of the Stage 2 Activities, or if this is not set-off, it must be paid by OF2 to the State progressively within 10 Business Days after each month in which:
 - (i) the relevant work the subject of the Modification was performed; or
 - (ii) if the Modification involved the deletion or omission of work, the relevant work which has been deleted or omitted would have been undertaken but for the Modification.

26.11 No liability unless Modification Order

Subject to **clause 26.2**, OF2 must not begin any work and will not be entitled to make any Claim against the State arising out of, or in any way in connection with, any State initiated Modification, except if OF2 is directed to carry out:

- (a) a Modification pursuant to a Modification Order issued by the State under this **clause 26**; or
- (b) any Minor Works under **clause 28**.

26.12 No cost Modifications

To the extent that a Modification proposed by the State under this **clause 26** or any Minor Works proposed by the State under **clause 28** comprise:

- (a) minor design changes to the Stage 2 Works which, while inconsistent with the PSR or the Design Documentation, do not, in aggregate, require additional Capital Expenditure, increase the cost of carrying out the O&M Activities or cause OF2 to be delayed in achieving Stage 2 Completion;
- (b) development and refinement of the Design Documentation in accordance with **clause 13**;
- (c) a variation referred to in paragraphs (a) to (d) of the definition of "Modification" which is required to ensure that the Stage 2 Works (other than the Temporary Works) or Stage 2 will be Fit for Purpose; or
- (d) a variation referred to in paragraphs (a) to (d) of the definition of "Modification" which is required to rectify a Defect in the Stage 2 Works (other than the Temporary Works) or Stage 2,

then OF2 will not be entitled to claim any costs (including any Estimated Cost Effect) incurred in connection with that Modification from the State.

26.13 OF2 acknowledgements

Notwithstanding any other provision of this **clause 26**, OF2 acknowledges that:

- (a) OF2 must continue to carry out the Stage 2 Activities except to the extent that it is prevented from doing so as a consequence of the implementation of a Modification agreed or determined in accordance with this **clause 26**; and
- (b) subject to **clause 14.2(c)**, OF2's obligations and representations and warranties given by OF2 under the State Stage 2 Documents in respect of

the design, construction and maintenance of the Stage 2 Works will apply to all Modifications implemented in accordance with this clause 26 as if those Modifications were implemented as part of the original Stage 2 Works.

27 OF2 initiated Modifications

27.1 No Modification without consent

OF2 must not undertake any Modification without the State's prior consent.

27.2 OF2 may propose a Modification

OF2 may propose a Modification by giving a notice with details of:

- (a) the proposed Modification;
- (b) the reason for the proposed Modification;
- (c) the Estimated Cost Effect of the proposed Modification;
- (d) the time within, and the manner in which, OF2 proposes to implement the proposed Modification;
- (e) the effect the proposed Modification will have on the D&C Program;
- (f) the effect the Modification will have on the key performance indicators specified in the PSR (PD) and schedule 3 of the Project Deed (taking into account the amendments to those documents which will take effect on the Date of Stage 2 Completion);
- (g) the effects which the proposed Modification will have on:
 - (i) the workmanship, durability or functional integrity of any element of the Stage 2 Works or the System;
 - (ii) OF2's ability to perform the Stage 2 Activities in accordance with the State Stage 2 Documents;
 - (iii) OF1's ability to perform the O&M Activities in accordance with the State Project Documents, and the cost of performing the O&M Activities;
 - (iv) the safety of the System;
 - (v) any Future Stages or any proposed Proximate Works;
 - (vi) OF1's ability to return the System to the State (or its nominee) in accordance with the requirements of the State Stage 2 Documents;
 - (vii) OF2's ability to:
 - (A) satisfy any warranty given by OF2 under the State Stage 2 Documents; or
 - (B) perform any of its other obligations under the State Stage 2 Documents;
 - (viii) OF1's ability to:
 - (A) satisfy any warranty given by OF1 under the State Project Documents; or
 - (B) perform any of its other obligations under the State Project Documents; and

- (h) the value for money for the State arising from the Modification.

27.3 OF2 to provide statement

If the State requires, OF2 must provide in respect of any Modification it proposes:

- (a) a statement stating that the proposed Modification:
 - (i) will not adversely affect the functional integrity of the System or the ability of OF2 to perform the Stage 2 Activities in accordance with the State Stage 2 Documents; and
 - (ii) will not adversely affect the quality standards, warranties and other obligations required under the State Stage 2 Documents; and
- (b) a statement by OF1 stating that the proposed Modification:
 - (i) will not adversely affect the functional integrity of the System or the ability of OF1 to perform the Project Activities in accordance with the State Project Documents; and
 - (ii) will not adversely affect the quality standards, warranties and other obligations required under the State Project Documents,
(as those terms are defined in the Project Deed); and
- (c) any other information and supporting documentation the State requires.

27.4 State may approve or reject

- (a) If OF2 gives a notice under **clause 27.2** together with any statement or other information or supporting documentation which the State requires under **clause 27.3**, the State:
 - (i) subject to **clause 27.5**, may:
 - (A) approve (with or without conditions) the proposed Modification by issuing a Modification Approval to OF2; or
 - (B) reject the proposed Modification; and
 - (ii) will be under no obligation to approve the proposed Modification for the convenience of or to assist OF2.
- (b) If the State approves the Modification pursuant to **clause 27.4(a)(i)(A)**:
 - (i) OF2 must proceed to implement the Modification on the basis set out in the Modification Approval; and
 - (ii) OF2 will be relieved of its obligations under the State Stage 2 Documents to the extent specified in the Modification Approval.

27.5 Modifications required for compliance

- (a) **(Compliance with Law)**: To the extent that any Modification requested by OF2 is required to ensure that the Stage 2 Works and the System comply with Law, the State must either:
 - (i) approve the Modification proposed by OF2 by issuing a Modification Approval;
 - (ii) direct OF2 to carry out a Modification in accordance with **clause 26** to ensure that the Stage 2 Works and Stage 2 comply with the applicable Law; or

- (iii) take such other action as the State considers necessary to ensure the Stage 2 Works and Stage 2 comply with the applicable Law,
- and if the State approves or directs a Modification in accordance with **clause 27.5(a)(i)** or **27.5(a)(ii)**:
- (iv) OF2 must proceed to implement the Modification on the basis of OF2's notice under **clause 27.2** or in accordance with **clause 26**; and
 - (v) if the Modification is required to ensure that the Stage 2 Works or Stage 2 comply with a Qualifying Change in Law, **clause 25** will apply.
- (b) **(Signalling Priority changes)**: To the extent that there is a change (other than a Temporary Change) in the Traffic Control Sequences such that Signalling Priority cannot be achieved, OF2 may propose a Modification to address the consequences of that change in Signalling Priority (including any necessary changes to the Contract Timetable and Service Frequencies (as defined in the Project Deed)) and the State must either:
- (i) approve the Modification proposed by OF2 by issuing a Modification Approval;
 - (ii) direct OF2 to carry out a Modification in accordance with **clause 26**, or direct OF1 to carry out a Modification in accordance with **clause 30** of the Project Deed (including any necessary changes to the Contract Timetable and Service Frequencies (as defined in the Project Deed) with effect from the Date of Stage 2 Completion), to address the consequences of that change in Signalling Priority; or
 - (iii) take such other action as the State considers necessary to ensure that the System can achieve the requirements of the State Stage 2 Documents,

and if the State approves or directs a Modification in accordance with **clause 27.5(b)(i)** or **27.5(b)(ii)** OF2 must proceed to implement the Modification on the basis of OF2's notice under **clause 27.2** or in accordance with **clause 26**. The State will provide a notice to OF2 within 10 Business Days of the State issuing a notice to CoGC under **clause 13.2** of the Council Interface Deed or the State receiving a notice from CoGC under **clause 13.3** of the Council Interface Deed.

27.6 OF2 to bear risks and costs

Unless otherwise agreed by the State:

- (a) OF2 will bear all risks and costs:
 - (i) associated with proposing a Modification and providing the details under **clause 27.2** and complying with **clause 27.3**;
 - (ii) reasonably incurred by the State in assessing a Modification proposed by OF2 (other than in respect of a Modification proposed by OF2 under **clause 27.5**); and
 - (iii) associated with carrying out a Modification proposed by OF2 (other than in respect of a Modification proposed by OF2 under **clause 27.5**) and approved by the State under **clause 27.4**; and
- (b) OF2 will not be entitled to make any Claim against the State arising out of, or in any way in connection with, a Modification proposed by OF2 (other

than in respect of a Modification proposed by OF2 under **clause 27.5)** and approved by the State under **clause 27.4**.

27.7 Modification savings

If OF2 implements a Modification in accordance with this **clause 27** that results in an Estimated Cost Effect which is a negative number, OF2 must pay the State 50% of the Estimated Cost Effect as follows:

- (a) to the extent that the Estimated Cost Effect relates to the Stage 2 Activities, the Estimated Cost Effect may be set off against any Estimated Cost Effect for another Modification in respect of the Stage 2 Activities or if this is not set-off, it must be paid by OF2 to the State progressively within 10 Business Days after each month in which:
 - (i) the relevant work the subject of the Modification was performed; or
 - (ii) if the Modification involved the deletion or omission of work, the relevant work which has been deleted or omitted would have been undertaken but for the Modification.

28 Minor Works

28.1 OF2's acknowledgments and warranties

OF2 acknowledges and agrees that the performance of Minor Works will not in any way derogate from, limit or otherwise affect:

- (a) OF2's obligations or liabilities under the State Stage 2 Documents, including the obligation to ensure that the Stage 2 Works, Stage 2 and the System are Fit for Purpose;
- (b) OF2's obligation to achieve Stage 2 Completion by the Date for Stage 2 Completion and Stage 2 Close Out by the Date for Stage 2 Close Out;
- (c) OF2's obligation to carry out the Stage 2 Activities in accordance with the PSR; or
- (d) OF2's obligations in respect of the operation of the System.

28.2 Process for performance of Minor Works

- (a) **(Notification of proposed Minor Works):** The State may at any time notify OF2 of any Minor Works which the State requires OF2 to carry out and complete by issuing a notice entitled "Minor Works Notice".
- (b) **(Response by Minor Works Quote):** Within 5 Business Days of receipt by OF2 of a notice in accordance with **clause 28.2(a)**, OF2 must prepare and submit for the approval of the State a statement entitled "Minor Works Quote", which sets out:
 - (i) the expected Estimated Cost Effect of the Minor Works;
 - (ii) an estimate of the time to complete the proposed Minor Works;
 - (iii) details of any contractors proposed to be engaged to implement the Minor Works;
 - (iv) details of the impact, if any, of the Minor Works on the PSR, the Stage 2 Activities, the Stage 2 Works, the operation of the System and OF2's ability to comply with the State Stage 2 Documents; and
 - (v) any other particulars required by the State.

- (c) **(State approval):** The State will advise OF2 within a reasonable time of receiving a Minor Works Quote which complies with the requirements of **clause 28.2(b)** whether the Minor Works Quote is approved.
- (d) **(State not satisfied):** If, under **clause 28.2(c)**, the State does not approve the Minor Works Quote, the State may:
 - (i) elect not to proceed with the proposed Minor Works;
 - (ii) proceed to implement the works itself by engaging a third party to carry out the required works, in which case the works will not be Minor Works for the purposes of this deed; or
 - (iii) take any other action it considers necessary in the circumstances.
- (e) **(Not commence before approval):** OF2 must not commence the Minor Works until the Minor Works Quote has been approved in accordance with **clause 28.2(c)**.
- (f) **(Implementation of Minor Works):** OF2 warrants that the Minor Works will be:
 - (i) undertaken and completed as soon as reasonably practicable after the State's approval is given under **clause 28.2(c)**; and
 - (ii) diligently pursued and completed in accordance with the Minor Works Notice and the reasonable directions of the State using D&C Best Practices,
 so that:
 - (iii) upon Stage 2 Completion and at all times during the Term, the Stage 2 Works, Stage 2 and the System are Fit for Purpose; and
 - (iv) the Stage 2 Works, Stage 2 and the System meet the requirements for the applicable Residual Design Lives.

28.3 No duty to review

Notwithstanding **clause 28.2**, the approval or failure to approve a Minor Works Quote will not:

- (a) except to the extent otherwise specifically provided under this deed, relieve OF2 from, or alter or affect the obligations and liabilities of OF2; or
- (b) prejudice the State's rights against OF2,

whether under the State Stage 2 Documents or at Law, nor entitle OF2 to make any Claim against the State in respect of any such matter.

28.4 Notice of Minor Works

If in OF2's opinion, any direction given by the State other than a direction given in a Minor Works Notice constitutes or involves Minor Works, OF2 must provide notice to this effect to the State within 2 Business Days of receipt of the direction. If the State agrees that the direction constitutes and involves Minor Works, it will serve a Minor Works Notice on OF2 and the process for performance of the Minor Works will proceed in accordance with **clause 28.2**.

28.5 Payment of Estimated Cost Effect

Unless otherwise agreed with the State at the time it receives the Minor Works Quote and subject to **clause 26.12**, the Estimated Cost Effect of the Minor Works (calculated in accordance with the Estimated Cost Effect Schedule) will be payable

by a fixed lump sum within 20 Business Days after completion of the Minor Works the subject of the Minor Works Quote. OF2 must perform the Minor Works for the Estimated Cost Effect and OF2 will not be entitled to any additional payment in respect of the Minor Works.

28.6 Stage 2 Completion

OF2 must give notice to the State upon completion of the Minor Works implemented in accordance with **clause 28.2(f)**.

28.7 Disputes

- (a) If any dispute arises in relation to the Minor Works (including with respect to matters included in a Minor Works Notice, whether or not works constitute Minor Works and payment for Minor Works), the State Representative and the OF2 Representative will meet to attempt to resolve the dispute.
- (b) If the dispute is not resolved within 5 Business Days of the meeting referred to in **clause 28.7(a)**, either party may refer the dispute to resolution by an expert determination in accordance with **clause 49**.

29 Proximate Works

29.1 Rights in respect of Proximate Works

- (a) Without limiting the State's rights under the State Stage 2 Documents, the State may at any time carry out Proximate Works, or have Proximate Works carried out by a third party.
- (b) Nothing in this **clause 29** limits OF2's obligations under **clause 8.12**.

29.2 Proximate Works Process

- (a) If the State proposes to undertake Proximate Works or to have a third party carry out Proximate Works:
 - (i) the State must first give OF2 reasonable notice of its intention to do so, which must:
 - (A) outline the proposed Proximate Works;
 - (B) indicate the State's anticipated timeframe for undertaking the Proximate Works; and
 - (C) outline the impacts that the State anticipates will result from the proposed Proximate Works; and
 - (ii) OF2 must:
 - (A) fully co-operate with the State and its Associates to enable them to undertake the Proximate Works; and
 - (B) provide any further information required by the State.
- (b) If the State carries out or intends to carry out Proximate Works (or requires a third party to carry out Proximate Works), the State may at any time issue to OF2 a Modification Proposal under **clause 26** requiring OF2 to give the State a proposal for the provision of additional Stage 2 Activities in relation to the Proximate Works.
- (c) If the State carries out (or procures a third party to carry out) any Proximate Works (and regardless of whether the State has issued a Modification

Proposal as contemplated by **clause 29.2(b)** or has otherwise implemented a Modification);

- (i) OF2 will be entitled to the Estimated Cost Effect for its role in relation to the Proximate Works;
- (ii) within 5 Business Days of receipt of a notice under **clause 29.2(a)(i)**, OF2 must give the State an estimate of the Estimated Cost Effect for approval by the State; and
- (iii) once the estimate of the Estimated Cost Effect has been approved, OF2 must not exceed the approved estimate without first obtaining the consent of the State.

29.3 Carrying out Proximate Works

If the State decides to carry out Proximate Works (or to have a third party carry out Proximate Works), then (without limiting **clause 30**):

- (a) OF2 must:
 - (i) give the State and its Associates sufficient access to the Stage 2 Area to enable the State and any such third party to plan, design, investigate, construct, operate and maintain the Proximate Works;
 - (ii) co-operate with the State and its Associates, any such third party and Authorities to facilitate the implementation of the Proximate Works, including permitting reasonable temporary closure of parts of the Stage 2 Area;
 - (iii) carefully co-ordinate and interface the Stage 2 Activities with the activities associated with the Proximate Works; and
 - (iv) use its reasonable endeavours to minimise any interference with, or disruption or delay to, the activities associated with the Proximate Works,

and for these purposes, upon request by the State, use reasonable endeavours to agree and enter into cooperation and interface arrangements with the State, its Associates, any such third parties or Authorities (as applicable), in a form and substance reasonably acceptable to the State (and such agreements will be Stage 2 Documents for the purposes of this deed); and

- (b) the State must:
 - (i) use its reasonable endeavours to minimise any interference with, or disruption or delay to, the Stage 2 Activities and ensure that its Associates comply with the requirements of this **clause 29.3(b)(i)**; and
 - (ii) use its reasonable endeavours to ensure that any third party undertaking Proximate Works has an obligation to co-operate with OF2 and its Associates to permit OF2 to carry out the Stage 2 Activities.

29.4 Stage 2 Completion of Proximate Works

- (a) The State:
 - (i) must provide OF2 with the drawings and specifications with which any third party carrying out any Proximate Works must comply to the extent reasonably required by OF2 to comply with the State's

requirements (if any) under **clause 29.4** and subject to any confidentiality requirements under the arrangements between the State and the relevant third party;

- (ii) may require OF2 to accompany the State on an inspection of the Proximate Works, following which OF2 may, within 5 Business Days, give the State notice of any aspect of the Proximate Works which, in OF2's reasonable opinion do not comply with the drawings and specifications referred to in **clause 29.4(a)(i)**; and
 - (iii) may if OF2 gives a notice under **clause 29.4(a)(ii)**, carry out further works and then require OF2 to reinspect the works, in which case **clause 29.4(a)(ii)** will reapply.
- (b) OF2 must provide the State and its Associates (including any third party responsible for rectification of defects in any Proximate Works) with such access to the Stage 2 Area to rectify any defects in the Proximate Works, subject to OF2's reasonable safety and security constraints.

30 OF2's role in the delivery of Proximate Works

30.1 General obligations

In relation to any Proximate Works, OF2 must, and must ensure that its Associates:

- (a) assist the State in:
 - (i) ensuring that any Proximate Works are compatible with; and
 - (ii) integrating any Proximate Works with,
Stage 2;
- (b) manage and minimise any disruption to the Stage 2 Activities during the implementation of the Proximate Works by putting into place appropriate arrangements, procedures and protocols with regard to the management, continuity and safe performance of the Stage 2 Activities;
- (c) if any pre-existing policy, practice or procedure used in the conduct of the Stage 2 Activities is not fully compatible with the implementation of Proximate Works, develop a transitional policy, practice or procedure that is fully compatible with the implementation of the Proximate Works;
- (d) mitigate any loss or damage suffered by OF2 as a result of the implementation of the Proximate Works;
- (e) review and comment on any material provided by the State to OF2 in relation to the Proximate Works, including:
 - (i) any design documentation;
 - (ii) any construction program or methodology;
 - (iii) site access plans;
 - (iv) interface management plans;
 - (v) occupational health and safety plans;
 - (vi) design management plans;
 - (vii) project staging plans;

- (viii) inspection, testing, commissioning, operation and maintenance plans; and
- (ix) stakeholder and community involvement plans;
- (f) make resources available as reasonably required to assist the State in the design, construction, testing and commissioning of Proximate Works; and
- (g) do anything (including executing any document or entering into an agreement with a third party on terms which the State considers to be commercially reasonable) which the State reasonably requires in order to give full effect to this clause 30.

30.2 Duty to warn

OF2 must promptly give notice to the State upon becoming aware of any matter or thing which:

- (a) constitutes a defect in any work or activity being carried out by a third party in relation to any Proximate Works;
- (b) prevents or substantially interferes with (or is likely to prevent or substantially interfere with) the performance of the Stage 2 Activities; or
- (c) may affect:
 - (i) the safety, operation or maintenance of the System; or
 - (ii) the safety of the System customers or any persons carrying out activities on or about the System.

30.3 Cooperation with State tender process for Proximate Works

- (a) If the State engages in a tender process for any Proximate Works, OF2 must provide the State with any assistance the State may reasonably require relating to the development of any tender documentation for the Proximate Works.
- (b) If required by the State, OF2 must:
 - (i) attend meetings with tenderers;
 - (ii) assist the State in answering questions submitted by tenderers;
 - (iii) assist the State in assessing all or any specified part of tenders received;
 - (iv) work with the State and the tenderers to develop a preliminary site access schedule; and
 - (v) provide any other assistance reasonably requested by the State in relation to the conduct of the tender process.
- (c) OF2 must allow tenderers to undertake site inspections of the Stage 2 Area provided that OF2 is given reasonable notice of the proposed inspection and subject to OF2's reasonable safety and security constraints.
- (d) If requested by the State, OF2 must enter into and actively participate in, good faith discussions with the State and any third parties specified by the State, regarding alternative project procurement methods, including any alliancing or partnering arrangements.
- (e) OF2 must not (nor permit its Associates to) tender for or carry out any element of the Proximate Works (including as a subcontractor), except if:

- (i) the express approval of the State is obtained; and
- (ii) OF2 and its Associates comply with any conditions that may be imposed by the State in respect of their involvement in a tender for, and the carrying out of, the Proximate Works.

31 No restrictions

- (a) Nothing in the Stage 2 Documents will in any way restrict, or require the exercise of, any right or power of the State, directly or through any Authority (including the State, DTMR or CoGC), to develop, manage or change Queensland's transport network.
- (b) Accordingly, and without limiting **clause 31(a)**, the State and all other Authorities will be entitled on their own account, and to authorise others, to exercise, or not exercise, any right or power they would otherwise have had, to:
 - (i) develop, upgrade, extend, reduce, remove or otherwise alter:
 - (A) public transport infrastructure and services, including:
 - (1) rail infrastructure and services, including metro rail, heavy rail, light rail, monorail or any other rail system;
 - (2) road related public transport infrastructure and road based public transport services, including the development of dedicated roads or lanes for public transport services (including busways and bus lanes) and bus services, taxi services, or any other service making use of road infrastructure; and
 - (3) water based public transport infrastructure and services, including by ferry or any other service making use of waterways;
 - (B) roads, including tollroads, motorways and freeways; or
 - (C) pedal cycle paths, footpaths and any other means of access for pedal cyclists and pedestrians;
 - (ii) develop, implement and promote policies in respect of the transport network and transport related infrastructure including in respect of car pooling and the parking of vehicles;
 - (iii) connect new or existing public transport infrastructure and services to the System, including by:
 - (A) developing Passenger tunnels, bridges and other connections between the System and other public transport infrastructure; and
 - (B) developing other public transport infrastructure above, adjacent to or within the Stage 2 Area;
 - (iv) develop further connections between the System and its local environment, including by developing additional exits and entrances for light rail stations;

- (v) extend and upgrade the System, including by lengthening the light rail line, upgrading light rail stations and developing additional light rail stations;
- (vi) carry out development above, under or adjacent to the Stage 2 Area;
- (vii) procure Future Stages and provide for the operation and maintenance of such Future Stages;
- (viii) otherwise implement government policies, including in relation to transport and the urban environment; or
- (ix) otherwise do anything which, subject to the State Stage 2 Documents, they are empowered to do by Law.

These rights and powers extend to infrastructure and services irrespective of whether they were in existence at the date of this deed.

- (c) OF2 acknowledges and agrees that it has no Claim against the State or the State's Associates with respect to any consequence of the State, the State's Associates or any Authority exercising, or not exercising, any right or power of the type referred to in this clause 31, unless expressly provided in the State Stage 2 Documents, including clauses 22, 23 and 26.

PART G – PAYMENT PROVISIONS

32 Payment provisions

32.1 State payment obligation

Subject to this **clause 32**, the State must pay OF2 any amounts which are payable by the State to OF2 under this deed in accordance with this **clause 32**.

32.2 Payments during D&C Phase

- (a) (**Payment claim**): OF2 must give the State claims for payment on account of any amounts payable by the State to OF2 in respect of the Stage 2 Activities (such as any Estimated Cost Effect payable in respect of any ECE Event) (other than the Pre-Completion Payments and the Post-Completion Payments):
 - (i) within 5 Business Days after the end of each month during the D&C Phase;
 - (ii) in the form set out in the Certification Schedule or such other form as the State reasonably requires;
 - (iii) which are valid Tax Invoices for any Taxable Supplies to which the payment relates;
 - (iv) which include the documentation required under **clause 32.10** and any evidence reasonably required by the State of the amount claimed; and
 - (v) which are based on the Schedule of Rates to the extent applicable (in the State's reasonable opinion).
- (b) (**Payment after payment claim**): Subject to **clause 32.9**, the State must within 15 Business Days of receiving a payment claim which complies with requirements of **clause 32.2(a)**:
 - (i) pay OF2:
 - (A) the amount claimed; or
 - (B) such lesser amount as the State reasonably determines is due in accordance with this deed; and
 - (ii) if the State determines that a lesser amount is due, give OF2 a statement of the reasons why.

If the State gives a notice under **clause 32.2(b)(i)(B)**, OF2 must promptly issue a revised Tax Invoice or Adjustment Note, as the case may be.

32.3 Not used

32.4 Net amount due from OF2 to the State

If a payment claim shows, or the State reasonably determines, that a net amount is due from OF2 to the State, OF2 must (at the State's election):

- (a) pay that amount to the State within 20 Business Days of being requested by the State to do so; or
- (b) otherwise carry forward the amount and set it off against the next payment claim.

32.5 Not used

32.6 Payment on account

- (a) Any payment of moneys (including any Pre-Completion Payment or Post-Completion Payment) by the State to OF2 is not:
 - (i) evidence of the value of work or Stage 2 Activities, or that any work or Stage 2 Activities have been satisfactorily carried out in accordance with the State Stage 2 Documents;
 - (ii) an admission of liability; or
 - (iii) approval by the State or the Independent Verifier of OF2's performance or compliance with the State Stage 2 Documents,
- (b) but is only taken to be payment on account, and will not prejudice any rights or powers of the State whether under the State Stage 2 Documents or otherwise according to Law, including any rights which the State may have in respect of Defects.

32.7 Payment disputes

- (a) Subject to **clause 32.7(b)**, either OF2 or the State may refer a dispute relating to any matter arising in respect of any payment claim for resolution by expert determination in accordance with **clause 49**.
- (b) OF2 may refer any dispute for resolution in accordance with **clause 49** in relation to the calculation of any payment during the D&C Phase (other than in respect of any Pre-Completion Payment or the Post-Completion Payment, in relation to which **clause 21.11** of the Debt Finance Side Deed will apply) if, and only if, the dispute is notified within 30 Business Days after the issue of the statement under **clause 32.2(b)(i)(B)**.
- (c) If the dispute is not referred for resolution by OF2 in accordance with **clause 32.7(b)**, then OF2:
 - (i) is not entitled to make any Claim in respect of such dispute; and
 - (ii) releases the State from any liability in respect of such dispute.
- (d) If, following resolution of the dispute under **clause 49**, an adjustment is agreed or determined in respect of any previous payment claim, then that adjustment will be added to or deducted from (as the case may be) the next payment claim after that agreement is reached or that determination is made (as the case may be) and OF2 must promptly issue a revised Tax Invoice or Adjustment Note, as the case may be.

32.8 Interest

Any late payment of amounts that are properly due and payable by either the State or OF2 to the other under any State Stage 2 Document (including a previously disputed amount or an amount which is not paid due to the application of set-off by the State under **clause 32.9(a)** if the amount set-off is determined to be incorrect) will incur simple interest at the Default Rate from the day after the date on which the payment was due to (and including) the date of payment.

32.9 Set off

- (a) Subject to **clauses 21.3(d)** and **21.9(e)** of the Debt Finance Side Deed, the State will be entitled to set-off or deduct from any amount due from the State to OF2 under a State Stage 2 Document:

- (i) any debt or other monies due from OF2 to the State; and
- (ii) any claim to money which the State may make in good faith against OF2 whether for damages or otherwise and whether or not the amount is disputed provided that notice of the Claim is given to OF2,

whether under a State Stage 2 Document or otherwise at Law relating to the Project.

- (b) OF2 must make all payments due to the State under the State Stage 2 Documents without set-off or counterclaim, and without any deduction to the extent permitted by Law.
- (c) Nothing in this **clause 32.9** affects the State's rights to recover from OF2 the whole of the debt or any balance that remains owing after any set-off.

32.10 Payment of workers and subcontractors

OF2 is not entitled to give the State a payment claim under **clause 32.2**, and the State is not obliged to make any payment under **clause 32.2**, unless OF2 has provided the State with:

- (a) a statement (given by a person having proper authority to do so and having knowledge of the financial records of OF2 relating to the relevant Stage 2 Works or Stage 2 Activities), together with any supporting evidence which may be reasonably required by the State, that all subcontractors have been paid all moneys due and payable to them, except those amounts which are the subject of a good faith dispute (the particulars of which have been set out in the statement), in respect of the relevant Stage 2 Works or Stage 2 Activities;
- (b) a statement from the D&C Contractor (given by a person having proper authority to do so and having knowledge of the financial records of the D&C Contractor relating to the relevant Stage 2 Works), together with any supporting evidence which may be reasonably required by the State, stating that all amounts which are then due and payable by the D&C Contractor to its subcontractors, except those amounts which are the subject of a good faith dispute (the particulars of which have been set out in the statement), have been duly paid by the D&C Contractor to the relevant subcontractors; and
- (c) a statement signed by OF2 that no wages are due and owing by OF2 in respect of the relevant Stage 2 Works or Stage 2 Activities.

32.11 Security of Payment Legislation

- (a) OF2 agrees with the State that:
 - (i) the Independent Verifier is authorised to receive on behalf of the State payment claims made under the Security of Payment Legislation;
 - (ii) unless the State otherwise notifies OF2, the Independent Verifier is authorised to give payment schedules and carry out all other functions of the State under the Security of Payment Legislation as the agent of the State; and
 - (iii) to the extent permitted by and for the purposes of the Security of Payment Legislation, the "reference dates" are those dates prescribed in **clause 32.2**.

- (b) Notwithstanding any other provision of the State Stage 2 Documents, OF2 must:
 - (i) immediately give the State and the Independent Verifier notice if OF2 has been required to supply information to a subcontractor under section 9A of the *Subcontractors' Charges Act 1974* (Qld) together with a copy of the information provided; and
 - (ii) immediately notify the State and the Independent Verifier if it becomes aware that a subcontractor has claimed or intends to claim a statutory charge under section 10(1) of the *Subcontractors' Charges Act 1974* (Qld) in respect of work done by the subcontractor forming part of the Stage 2 Works.
- (c) OF2 must indemnify the State against any claims against, or costs, losses or damages (including lawyers' fees and expenses on a solicitor / client basis) suffered or incurred by, the State arising out of, or in any way in connection with:
 - (i) a notice of claim of charge being served on the State under section 10(1) of the *Subcontractors' Charges Act 1974* (Qld); and
 - (ii) a failure by OF2 to comply with **clause 32.11(b)**.
- (d) For the purposes of this **clause 32.11**, a reference to a subcontractor refers to any person engaged by OF2, any of its subcontractors or any other person engaged to carry out work which forms part of the Stage 2 Works.
- (e) If the State makes a payment into court or to a subcontractor or other person as a result of receiving a notice of claim or charge under the *Subcontractors' Charges Act 1974* (Qld) for the purposes of calculating the Pre-Completion Payment finally payable by the State to OF2, that payment will be treated as though it was a payment made by the State to OF2.

32.12 No other payment

OF2 is not entitled to, and will have no Claim against the State in respect of, any payments by the State to OF2 unless expressly provided in this deed or the Stage 2 Works Deed.

33 Base Case Financial Model

33.1 No Changes without State consent

OF2 must not make any change to the Base Case Financial Model except with the State's prior consent (not to be unreasonably withheld or delayed).

33.2 Changes for Refinancing

- (a) **(OF2 to submit revised Base Case Financial Model)** If and when required to submit a revised Base Case Financial Model under **clause 44**, OF2 must submit to the State:
 - (i) one electronic copy of the proposed revised schedule 3 of the Project Deed (if applicable);
 - (ii) an electronic copy of the proposed revised Base Case Financial Model (**Proposed Base Case Financial Model**) and all supporting formulae and data;

- (iii) in relation to the changes to the previous Base Case Financial Model, an instruction manual outlining how to use the Proposed Base Case Financial Model, which is acceptable to the State, acting reasonably;
- (iv) an interest rate adjustment protocol (if applicable) outlining the interest rate setting procedures and model solving procedures for adjusting the Proposed Base Case Financial Model to incorporate updated interest rates; and
- (v) in relation to the changes to the previous Base Case Financial Model, a certificate from an auditor acceptable to the State confirming that an independent audit of the Proposed Base Case Financial Model has been completed and that:
 - (A) calculations in the Proposed Base Case Financial Model have been checked and are in all material respects internally consistent and mathematically correct;
 - (B) the Proposed Base Case Financial Model allows changes in assumptions to correctly flow through to the results;
 - (C) any macros in the Proposed Base Case Financial Model that govern the calculation of the Proposed Base Case Financial Model are correct;
 - (D) the input data used in the Proposed Base Case Financial Model is consistent with all relevant supporting Stage 2 Documentation, formulae or constants;
 - (E) the calculations of any relevant ratios and financial covenants in the Proposed Base Case Financial Model have been checked and that the Proposed Base Case Financial Model correctly reflects the definitions contained in the Debt Financing Documents;
 - (F) the Proposed Base Case Financial Model correctly incorporates the relevant structural features in the Debt Financing Documents such as reserve accounts, lock up provisions, default provisions and amortisation;
 - (G) the accounting assumptions and outputs from the Proposed Base Case Financial Model are in accordance with the generally accepted accounting principles in Australia; and
 - (H) the Tax assumptions and outputs from the Proposed Base Case Financial Model are in accordance with the relevant Tax legislation.
- (b) **(State review):** The State must, within 15 Business Days of receipt of the documentation required under **clause 33.2(a)**, either:
 - (i) approve the Proposed Base Case Financial Model, interest rate adjustment protocol and the revised schedule 3 of the Project Deed (if applicable); or
 - (ii) submit proposed amendments to the Proposed Base Case Financial Model, interest rate adjustment protocol and the revised schedule 3 of the Project Deed (if applicable),

provided that such approval or amendments (as applicable) are limited to the changes to the previous Base Case Financial Model effected by the

Proposed Base Case Financial Model or any consequential amendments arising out of those changes.

- (c) **(OF2 to assist):** OF2 must, upon request by the State:
 - (i) make available, at the cost and expense of OF2, the appropriate personnel to explain; or
 - (ii) provide information, in such form as the State reasonably requests, in relation to,
the documentation submitted by OF2 under **clause 33.2(a)**.
- (d) **(Approved changes):** If the State approves the Proposed Base Case Financial Model, interest rate adjustment protocol and the revised schedule 3 of the Project Deed (if applicable) submitted by OF2 in accordance with **clause 33.2(b)(i)**, then:
 - (i) the Proposed Base Case Financial Model as adjusted in accordance with the interest rate adjustment protocol will be the Base Case Financial Model for the purposes of this deed;
 - (ii) if the Proposed Base Case Financial Model was adjusted in accordance with the interest rate adjustment protocol, OF2 must submit to the State a certificate from an auditor acceptable to the State confirming that an independent audit of the Base Case Financial Model has been completed in accordance with the requirements of **clause 33.2(a)**; and
 - (iii) the revised schedule 3 of the Project Deed (if applicable) submitted under **clause 33.2(a)** as adjusted in accordance with the interest rate adjustment protocol will be schedule 3 for the purposes of the Project Deed from the Date of Stage 2 Completion, and the parties will (and OF2 will procure that OF1 will) effect amendments to the Modification Implementation Deed or Project Deed (as applicable) to give effect to this.
- (e) **(Consultation in good faith):** If the State submits amendments to the Proposed Base Case Financial Model, interest rate adjustment protocol or revised schedule 3 of the Project Deed in accordance with **clause 33.2(b)(ii)**, then:
 - (i) OF2 and the State must consult in good faith with respect to, and use their reasonable endeavours to agree on, the amendments required to the Proposed Base Case Financial Model, interest rate adjustment protocol or revised schedule 3 of the Project Deed (if applicable); and
 - (ii) if, and to the extent that, those amendments are agreed, the revised Proposed Base Case Financial Model and revised schedule 3 of the Project Deed (if applicable) agreed by the State and OF2 and amended in accordance with the interest rate adjustment protocol (if applicable) will be the Base Case Financial Model for the purposes of this deed or schedule 3 of the Project Deed for (and the parties will (and OF2 will procure that OF1 will) effect amendments to the Modification Implementation Deed or Project Deed (as applicable) to give effect to this) and **clause 33.2(d)(ii)** will apply.
- (f) **(Dispute resolution):** If the State and OF2 do not agree on the amendments required to be made to the Proposed Base Case Financial Model, interest rate adjustment protocol or revised schedule 3 of the Project

Deed (if applicable) within 10 Business Days after the commencement of the consultation pursuant to **clause 33.2(e)** or if no consultation has been held within 12 Business Days after the date when the State submitted amendments to the Proposed Base Case Financial Model, interest rate adjustment protocol or revised schedule 3 of the Project Deed (if applicable) in accordance with **clause 33.2(b)(ii)**, then:

- (i) the State or OF2 may refer the dispute for resolution by expert determination in accordance with **clause 49**; and
 - (ii) the Base Case Financial Model and revised schedule 3 of the Project Deed (if applicable), as determined under **clause 49**, will be the Base Case Financial Model for the purposes of this deed and schedule 3 of the Project Deed (and the parties will (and OF2 will procure that OF1 will) effect amendments to the Modification Implementation Deed or Project Deed (as applicable) to give effect to this) and **clause 33.2(d)(ii)** will apply.
- (g) **(No duty to review)**: OF2 acknowledges and agrees that the State's review of, comment on, rejection of, or direction in respect of any of the Base Case Financial Model, schedule 3 of the Project Deed, interest rate adjustment protocol, the Proposed Base Case Financial Model and the revised schedule 3 of the Project Deed (if applicable) is solely for the benefit of the State for the purpose of monitoring the performance of OF2, and the State does not assume any duty of care or responsibility to ascertain errors, omissions, defects or non-compliance with the State Stage 2 Documents, and no action or inaction on the part of the State will entitle OF2 to make any Claim or in any way relieve, alter, limit or change OF2's obligations and liabilities to the State under the State Stage 2 Documents.

33.3 Checking Base Case Financial Model

OF2 must ensure that:

- (a) such persons as may from time to time be nominated by the State are given such access to the Base Case Financial Model or Proposed Base Case Financial Model (as applicable) as that person considers necessary in order to enable the person to check whether the obligations concerning the model under this deed have been observed (including technical assistance and information as to structure and operation or so as to allow the person to establish an operating version of the model on that person's computer system), provided that the State will only nominate such a person if it reasonably considers the person to be skilled in the operation or audit of computer models and has informed the person of the confidentiality of the contents of the Base Case Financial Model or Proposed Base Case Financial Model (as applicable); and
- (b) revisions to the Base Case Financial Model or Proposed Base Case Financial Model (as applicable) specified by such a person by notice to OF2 are promptly effected unless OF2 by notice to the State promptly disputes the reasonableness, accuracy or relevance of any such revisions. In that event, in the absence of agreement by the parties, OF2 may promptly refer the dispute for dispute resolution in accordance with **clause 49**.

PART H – LOSS, DAMAGE AND INSURANCE

34 Reinstatement of loss or damage

34.1 Risk of loss or damage

Except as expressly provided in this deed, OF2 bears the risk of destruction, loss or damage to the Stage 2 Area, any other area where the Stage 2 Activities are carried out, and the Stage 2 Works, including the risk of any destruction, loss or damage caused by any person but OF2 does not bear the risk of such destruction, loss or damage to the extent the destruction, loss or damage is the result of:

- (a) a fraudulent, unlawful or negligent act or omission of the State or its Associates; or
- (b) a breach by the State or its Associates of the State Stage 2 Documents,

unless and to the extent that OF2 is entitled to recover under the Insurances with respect to the destruction, loss or damage (or would have been entitled to recover if OF2 had fully complied with **clause 36**).

34.2 Reinstatement

- (a) Subject to **clause 34.3** and **36.2**, if any destruction, loss or damage occurs to any part of the Stage 2 Works or the Stage 2 Area, OF2 must (without limiting its other obligations under the State Stage 2 Documents):
 - (i) promptly repair, replace or remedy the destruction, loss or damage so that, to the greatest extent possible, OF2 continues to comply with its obligations under the Stage 2 Documents (excluding Debt Financing Documents and Equity Documents);
 - (ii) promptly provide the State with notice of any such destruction, loss or damage and any required replacement, reinstatement or repair;
 - (iii) as soon as practicable, provide the State with a further detailed report of all action being taken or to be taken to replace, reinstate or remedy the destruction, loss or damage, including the estimated time such action will require;
 - (iv) consult with the State as to the programming of the works needed to effect the relevant replacement, repair, reinstatement or remedy;
 - (v) in carrying out the relevant replacement, repair, reinstatement or remedy, minimise the impact on the Stage 2 Works or the Stage 2 Area, keep the State fully informed of the progress of the repair and replacement activities; and
 - (vi) subject to **clause 34.3(a)(ii)**, apply all Insurance Proceeds towards the cost of repair, replacement or reinstatement.
- (b) To the extent that the destruction, loss or damage is the direct result of:
 - (i) a fraudulent, unlawful or negligent act or omission of the State or its Associates; or
 - (ii) a breach by the State or its Associates of the State Stage 2 Documents,

if OF2 is required to repair, replace or remedy the destruction, loss or damage pursuant to **clause 34.2(a)**, the State must pay OF2 the reasonable cost of carrying out the repair, replacement or remediation work arising from such damage, loss or destruction (to the extent the Insurance Proceeds, if any, are insufficient).

34.3 Direction to modify or not to replace or reinstate

The State may direct OF2, by notice:

- (a) not to carry out its obligations under **clause 34.2**, in which case:
 - (i) OF2 waives in favour of and for the benefit of the State, OF2's right to make a claim under the Insurances, other than claims in respect of OF2's or its Associates' own loss or damage or any insured legal liability to third parties;
 - (ii) OF2 must pay to the State all Insurance Proceeds;
 - (iii) OF2 will be relieved of its obligations to carry out the Stage 2 Activities to the extent reasonably determined by the State in the context of the destruction, loss or damage; and
 - (iv) the State will issue a Modification Order in relation to changes to the obligations of OF2 to carry out the Stage 2 Activities; or
- (b) to carry out a Modification in reinstating or repairing the Stage 2 Works, the Stage 2 Area or the System and specifying a reasonable time within which the Modification must be carried out, in which case:
 - (i) the reinstatement or repair will constitute a Modification only to the extent that the work required differs from the requirements of the PSR;
 - (ii) OF2 will be compensated for the Modification only to the extent that any Insurance Proceeds (or any proceeds of Insurances that OF2 would have been entitled to recover if OF2 had fully complied with **clause 36**) are less than the Estimated Cost Effect of the Modification; and
 - (iii) the effect of the Modification on the D&C Program will be addressed as part of the terms of the Modification in accordance with **clause 26**.

34.4 State may repair or reinstate

Without limiting any other provision of the State Stage 2 Documents, and subject to **clause 34.3**, if OF2 does not comply with **clause 34.2**:

- (a) the State may give OF2 notice that the State intends to remedy, repair or reinstate any destruction, loss or damage (or have such work done by a nominee) which OF2 was (and is) obliged to repair, replace or remedy under **clause 34.2**; and
- (b) if OF2:
 - (i) does not commence complying with its obligations under **clause 34.2** within 14 Business Days of the issue of the notice by the State; or
 - (ii) having commenced to comply with its obligations under **clause 34.2**, ceases to comply with its obligations (as reasonably determined by the State),

the State may, without further notice, elect to remedy, repair or reinstate any destruction, loss or damage or to have such work done by a person nominated by the State, in which case:

- (iii) the costs and expenses incurred in doing such work or having such work done by another person will be a debt due and payable by OF2 to the State; and
- (iv) OF2 will not be entitled to make any Claim against the State in respect of such work and, subject to **clauses 35.2 to 35.4**, must indemnify the State and its Associates against any Claim or Loss (including any legal costs on a full indemnity basis) that the State or its Associates (as applicable) pay, suffer, incur or are liable for, in respect of such work.

34.5 Damage to property outside the Stage 2 Area

- (a) Without limiting **clause 35**, if any damage to or loss or destruction of real property outside the Stage 2 Area or personal property of third parties, the State or its Associates (to the extent not covered under **clause 34.2**) occurs which arises out of:
 - (i) a breach by OF2 of its obligations under the State Stage 2 Documents, OF2 must promptly repair, replace or reinstate the damage, loss or destruction at OF2's cost or if the affected person agrees, reasonably compensate the affected person; and
 - (ii) the Stage 2 Activities, OF2 must promptly repair, replace or reinstate the damage, loss or destruction (if OF2 has legal liability to do so), or if the affected person agrees, reasonably compensate the affected person (if OF2 has legal liability to do so).
- (b) If OF2 fails to carry out the repair, replacement or reinstatement work or pay reasonable compensation (if this **clause 34.5** requires OF2 to do so), the State may carry out the repair, replacement or reinstatement work or pay reasonable compensation and any Loss incurred by the State will be a debt due and payable from OF2 to the State.

35 Indemnity

35.1 Indemnity from OF2

Subject to **clauses 35.2 and 35.4**, OF2 must release and indemnify the State from and against:

- (a) any Claim or Loss brought against, suffered or incurred by the State or its Associates in respect of:
 - (i) damage to, loss or destruction of, or loss of use (whether total or partial) of, any real or personal property (including property belonging to the State or its Associates);
 - (ii) any injury to, or death or disease of persons; or
 - (iii) any third party suits, claims, actions, demands, proceedings, penalty, costs, charges or expenses not otherwise covered by **clause 35.1(a)(i) or 35.1(a)(ii)**,

to the extent caused or contributed to by or arising out of:

- (iv) the condition of the Stage 2 Area or the use or occupation of the Stage 2 Area by OF2 or its Associates; or
- (v) any act or omission of OF2 or its Associates in relation to, or in consequence of, Stage 2 or the Stage 2 Activities (including the performance or non performance by OF2 of its obligations under the State Stage 2 Documents); and
- (b) any Claim or Loss suffered by or incurred by the State or its Associates to the extent caused or contributed to by or arising out of:
 - (i) breach or failure to comply with the terms of any State Stage 2 Document by OF2 or its Associates; or
 - (ii) negligent or unlawful acts or omissions or Wilful Misconduct by OF2 or its Associates.

35.2 Exclusion from indemnity

OF2's liability under **clause 35.1**, and under any other indemnity in a State Stage 2 Document which is expressed to be subject to this **clause 35.2**, will be reduced to the extent that a Claim or Loss arises from:

- (a) a fraudulent, negligent, unlawful or wrongful act or omission or Wilful Misconduct of the State or its Associates;
- (b) a fraudulent, unlawful or negligent act or omission of the V8 Supercar Event Promoter or its Associates;
- (c) a breach by the State or its Associates of their respective express obligations under a State Stage 2 Document;
- (d) OF2 following an express direction of the State with respect to its obligations under the State Stage 2 Documents if such directions are given in accordance with this deed, provided that this does not reduce OF2's liability under **clause 35.1** to the extent the State direction arises out of, or is given in relation to a circumstance which is caused by, a breach of the State Stage 2 Documents by OF2 or its Associates;
- (e) a third party suit, claim, action, demand, proceeding, penalty, cost, charge or expense for pure economic loss arising solely as a result of:
 - (i) the decision by the State to proceed with Stage 2; or
 - (ii) the existence of Stage 2 or location of the System Site Corridor; or
- (f) any of:
 - (i) a Compensation Event, Relief Event or Force Majeure Event, to the extent OF2 is entitled to relief in respect of that event under **clause 15, 22, 23 or 24** (as applicable);
 - (ii) provided that OF2 has complied with all of its obligations under this deed in respect of the Migrating Contamination (including the conditions of any Approvals), the effects of Migrating Contamination;
 - (iii) the effects of Contamination caused or contributed to by the State or its Associates during the D&C Phase, to the extent the State retains the risk of such Contamination under **clause 11.3**;
 - (iv) an Uninsurable risk to the extent the State has agreed to indemnify OF2 for that risk under **clause 36.2**; or

- (v) destruction, loss or damage, to the extent such destruction, loss or damage is the direct result of the circumstances in **clause 34.2(b)**, other than to the extent that OF2 is entitled to recover (or would have been entitled to recover if OF2 had fully complied with **clause 36** and made a proper claim) under any insurance policy.

35.3 Obligations not affected

Clause 35.1 does not lessen OF2's other obligations under the State Stage 2 Documents.

35.4 Liability for Indirect or Consequential Loss

- (a) **(Limit on State liability):** Despite any other provisions of this deed (including the definition of Loss and its use), neither the State nor any Associate of the State has any liability to OF2, nor will OF2 be entitled to make any Claim, in respect of any Indirect or Consequential Loss incurred or sustained by OF2 as a result of any act or omission of the State or any Associate of the State (whether negligent or otherwise) or as a result of a breach of the State Stage 2 Documents by the State, except to the extent that such Indirect or Consequential Loss is in respect of:
 - (i) an amount for which the State is liable under **clause 32** or the Estimated Cost Effect Schedule;
 - (ii) an amount for which the State is liable under **clause 38** or **schedule 5** (*Termination Payments*); or
 - (iii) an Uninsurable risk for which the State is liable to indemnify or otherwise pay OF2 under **clause 36.2**.
- (b) **(Limit on OF2's liability):** Despite any other provision of this deed (including the definition of Loss and its use), neither OF2 nor any Associate of OF2 has any liability to the State, nor will the State be entitled to make any Claim, in relation to any Indirect or Consequential Loss incurred or sustained by the State or an Associate of the State as a result of any act or omission of OF2 or any Associate of OF2 (whether negligent or otherwise) or as a result of a breach of the Stage 2 Documents by OF2, except to the extent that such Indirect or Consequential Loss is in respect of:
 - (i) Wilful Misconduct, Gross Negligence, a criminal act or fraud of OF2 or an Associate of OF2;
 - (ii) a liability that cannot be limited or excluded at Law;
 - (iii) economic loss which is insured or required to be covered in an insurance policy held by OF2 or a subcontractor in compliance with this deed;
 - (iv) any injury to, or death or disease of persons; or
 - (v) any third party suit, claim, action, demand, proceeding, penalty, cost, charge or expense arising out of or in relation to a breach of the State Stage 2 Documents by OF2 or its Associates.
- (c) **(Management of Claims):** In respect of a third party suit, claim, action, demand, proceeding, penalty, cost, charge or expense for Indirect or Consequential Loss in respect of which the State is indemnified by OF2 under this **clause 35**:

- (i) subject to **clauses 35.4(c)(ii) and 35.4(c)(iii)** the State must, as soon as is reasonably practicable after it becomes aware of a suit, claim, action, demand, proceeding, penalty, cost, charge or expense:
 - (A) notify OF2 of the alleged suit, claim, action, demand, proceeding, penalty, cost, charge or expense;
 - (B) give OF2 at the time of notification the option to conduct the defence of the suit, claim, action, demand, proceeding, penalty, cost, charge or expense; and
 - (C) provide OF2 (at OF2's expense) with reasonable assistance in conducting the defence of such suit, claim, action, demand, proceeding, penalty, cost, charge or expense;
- (ii) **clause 35.4(c)(i)** does not apply if:
 - (A) interlocutory proceedings are commenced against the State on an urgent basis;
 - (B) the State reasonably considers that there is insufficient time to notify OF2 and for OF2 to commence defence of such proceedings on behalf of the State;
 - (C) the State initially defends such proceedings; and
 - (D) as soon as practical after commencement of the proceedings the State gives OF2 the option to conduct the defence of such proceedings; and
- (iii) **clause 35.4(c)(i)** does not apply to any suit, claim, action, demand, proceeding, penalty, cost, charge or expense which:
 - (A) the State (acting reasonably) considers should be conducted by the State for public policy reasons; or
 - (B) would prevent the continued development or operation of Stage 2 or the System or continued conduct of the Stage 2 Activities or provision of Services in accordance with the Project Deed,

and the State to the extent reasonably practicable consults in good faith with OF2 with respect to such suit, claim, action, demand, proceeding, penalty, cost, charge or expense.

In respect of a suit, claim, action, demand, proceeding, penalty, cost, charge or expense managed by the State under **clause 35.4(c)(ii) or 35.4(c)(iii)**, the State will:

- (iv) notify OF2 of that suit, claim, action, demand, proceeding, penalty, cost, charge or expense as soon as reasonably practical after it becomes aware of a suit, claim, action, demand, proceeding, penalty, cost, charge or expense;
- (v) use reasonable endeavours to give OF2 prior notice before agreeing to any compromise or settlement of such a suit, claim, action, demand, proceeding, penalty, cost, charge or expense; and
- (vi) use reasonable endeavours to consult in good faith with OF2 prior to agreeing to any such compromise or settlement.

36 Insurance

36.1 Insurance generally

OF2 must obtain and maintain (or cause to be obtained or maintained) such insurances as a prudent owner and operator would obtain and maintain for works substantially similar to the Stage 2 Activities and for works of a type substantially similar to the Stage 2 Works, including as a minimum the insurances on the minimum terms and for the periods specified in **schedule 7 (Insurances)**.

36.2 Uninsurability

- (a) **(Insurance unavailability):** OF2 need not effect or maintain any particular insurance required to be effected and maintained in accordance with **schedule 7 (Insurances)** to the extent that it covers a risk which, after Stage 2 Financial Close, is agreed or determined in accordance with this **clause 36.2** to be Uninsurable, for so long as it remains Uninsurable.
- (b) **(Notice):** If OF2 intends not to obtain insurance in reliance on its rights under **clause 36.2(a)**, OF2 must at all times act in good faith with respect to the State and must not less than 45 Business Days before OF2 is required to effect that insurance:
 - (i) notify the State on becoming aware that the risk is, or is likely to become, Uninsurable;
 - (ii) provide the State with the names and contact details of OF2's insurance broker and other insurance advisers for the purposes of attempting to arrange that insurance;
 - (iii) provide the State with a report by OF2's insurance broker or insurance advisers detailing the steps which have been taken by or on behalf of OF2 to obtain that insurance and the terms if any upon which that insurance is available; and
 - (iv) provide to the State written authority for OF2's insurance broker and other insurance advisers to disclose to the State, and provide all documents evidencing, the steps which have been taken by or on behalf of OF2 to obtain that insurance and the terms if any upon which that insurance is available.
- (c) **(State request):** After receipt of the notice under **clause 36.2(b)**, the State will notify OF2 that the State:
 - (i) agrees that the risk is Uninsurable; or
 - (ii) disagrees that the risk is Uninsurable, in which case the State may request OF2 to effect and maintain the relevant insurance or substitute insurance if the State reasonably considers that the relevant insurance or substitute insurance is available on commercially reasonable terms.
- (d) **(OF2 to comply):** Subject to **clause 36.2(e)**, OF2 must give effect to a request under **clause 36.2(c)(ii)** promptly.
- (e) **(Insurance dispute resolution):** OF2 must promptly carry out each request made by the State in accordance with the terms of the request under **clause 36.2(c)(ii)**, unless it disputes the reasonableness of the State's request and within 10 Business Days refers the Dispute for resolution under **clause 49**.
- (f) **(State may advise OF2):** The State may advise OF2 that it considers insurance of a risk to be so uneconomic as to make the risk Uninsurable and

it requires consultation under **clause 36.2(g)** on the means to manage the risk.

- (g) **(Meeting to discuss):** If a risk is agreed or determined to be Uninsurable in accordance with this **clause 36**, the parties must meet to discuss the means by which the risk should be managed, including:
 - (i) consideration of the issue of self-insurance by either party;
 - (ii) if, though Uninsurable, it is still possible to insure the risk by paying high premiums, taking out the insurance cover, and passing the premium charges through to the State from the date the insurance cover is taken out; or
 - (iii) assigning some other allocation of responsibility to the risk.
- (h) **(State to indemnify):** If the parties agree that the State will indemnify OF2 against the Uninsurable risk in accordance with **clause 36.2(g)**, the parties must agree on the beneficiaries of that indemnity, any deductible payable to the State, and the amount, scope and period of cover under that indemnity.
- (i) **(Management):** If a risk is agreed or determined under this **clause 36** to be Uninsurable but, after meeting in accordance with **clause 36.2(g)** the parties cannot agree as to how to manage the risk, then:
 - (i) this deed will continue but the Pre-Completion Payments will be adjusted to deduct an amount equal to the premium that was payable by OF2 for insurance of such a risk immediately prior to such risk becoming Uninsurable (but will be increased to reflect the premium payable if the risk ceases to be Uninsurable and OF2 takes out insurance to cover that risk); and
 - (ii) on the occurrence of the risk, the State will either (at the State's option):
 - (A) indemnify OF2 for the loss (including loss of revenue) or damage suffered or incurred by OF2 to the extent such loss or damage arose from the occurrence of that risk, up to an amount equal to the insurance proceeds that would have been payable had the relevant insurance continued to be available (less any deductibles which would have been OF2's risk), or, if the insurance had never been available, the amount agreed by the parties to cover that loss or damage (less any deductibles which would have been OF2's risk), or if no agreement, determined in accordance with **clause 49**, and this deed will continue; or
 - (B) if the Stage 2 Works are, or the System, is wholly or substantially damaged or destroyed, terminate this deed, in which case a Force Majeure Event will be deemed to have occurred, and the State will pay OF2 an amount equal to the Force Majeure Termination Amount in accordance with **clause 38.8(a)(iii)**,
and will advise OF2 within 10 Business Days of its election.
- (j) **(Direction to Reinstate):** If the State elects to indemnify OF2 after the occurrence of a risk that is Uninsurable, the State will, within 60 Business Days of the occurrence of the Uninsurable risk (or such longer period as the State reasonably requires in order to assess the situation and form its intention), require OF2:

- (i) to reinstate or repair the damage or destruction to the Stage 2 Works or the Stage 2 Area or any part of them caused by the Uninsurable risk in accordance with **clause 34.2**;
 - (ii) to reinstate or repair the damage or destruction to the Stage 2 Works or the Stage 2 Area or any part of them caused by the Uninsurable risk in accordance with **clause 34.2** on the basis of different specifications than those for the original Stage 2 Works, in which case the State will issue a Modification Order setting out the different specifications and **clauses 26 and 34.3(b)** will apply; or
 - (iii) not to reinstate or repair the damage or destruction to the Stage 2 Works or the Stage 2 Area or any part of them caused by the occurrence of the Uninsurable risk, in which case **clause 34.3(a)** will apply in respect of the occurrence of the Uninsurable risk.
- (k) **(OF2 to approach insurance market):** If OF2 is not required to effect or maintain any particular insurance under this **clause 36.2** then:
- (i) OF2 must, in good faith, approach the insurance market on a regular basis and in any event at intervals of no more than 6 months, to establish the extent to which the relevant insurance remains an insurance that is unavailable in respect of projects in the nature of Stage 2 (or is not available on commercially reasonable terms); and
 - (ii) provide the State with all relevant information concerning those approaches on a regular basis and in any event at intervals of no more than 6 months.
- (l) **(Insurance that becomes available):** If an Uninsurable risk (which would, but for the operation of **clause 36.2(a)**, otherwise be required to be insured under this **clause 36**) ceases to be Uninsurable, OF2 must immediately take out and maintain that insurance and otherwise comply with the requirements of this **clause 36** with respect to that insurance and:
- (i) the provisions of **clause 36.2(a)** will not apply to relieve OF2 from the obligations to effect and maintain that insurance; and
 - (ii) any agreement or determination under **clause 36.2(g), (h), (i) or (n)** as to self-insurance, adjustment of payments for higher premiums, indemnity from the State or other allocation of responsibility for the risk will no longer apply to that risk.
- (m) **(Set off of saved premium):** To the extent OF2 does not effect or maintain any particular insurance under **clause 36.2(a)** and the Pre-Completion Payments have not otherwise been adjusted to reflect this in accordance with **clause 36.2(i)(i)** the State may set off the amounts of any premiums not paid by OF2 as a consequence against one or more Pre-Completion Payments. For these purposes, the premiums saved will be deemed to be the greater of the amount budgeted for the insurance in the Base Case Financial Model and the amount previously paid for the insurance by OF2.

36.3 Acceptable insurers

All insurances which OF2 is required to effect under this deed must be effected with Reputable Insurers.

36.4 Proof of insurance

- (a) **(Evidence of OF2's insurance):** Upon notice from the State, OF2 must provide (and must (if applicable) procure that its Associates provide) evidence to the State of the insurances effected and maintained by OF2 (or caused by OF2 to be effected or maintained).
- (b) **(Certificates of currency):** Notwithstanding **clause 36.4(a)**, OF2 must provide, or cause to be provided, to the State:
 - (i) a certified copy of each certificate of currency, renewal certificate and endorsement slip, within 10 Business Days of the inception date or renewal date of any insurance policy or the issuing of any endorsement to any insurance policy, and such certificates of currency, renewal certificates and endorsement slips must be issued on the insurers' or insurance broker's letterhead, or in the case of layered insurance must be the letterhead, or stamp and signature of the insurer or lead insurer for each layer;
 - (ii) other than with respect to Employers Liability and Workers Compensation Insurance, Motor Vehicle Insurance and Plant and Equipment Insurance, a certified copy of each insurance policy, and the original of such policy must be made available for inspection by the State from time to time as required by the State, subject to the reasonable requirements of OF2 as to confidentiality; and
 - (iii) other than with respect to Employers Liability and Workers Compensation Insurance, Motor Vehicle Insurance and Plant and Equipment Insurance, within 30 Business Days of the payment due date of any insurance policy or of the renewal date of any insurance policy, evidence by way of the insurer's official receipt, or other acceptable form (which includes a statement from an insurance broker receiving payment as agent of the relevant insurer), confirming that the premium due and all applicable statutory charges connected with the insurance policy have been paid to the insurer.
- (c) **(Failure to provide evidence):** If, after being notified by the State to do so, OF2 fails to produce evidence of compliance with its insurance obligations under this **clause 36** to the satisfaction of the State within 10 Business Days of that notice, the State may effect and maintain the relevant insurance and pay the premiums for that insurance. Any amount paid by the State will be a debt due from OF2 to the State payable on demand.

36.5 Notices from or to insurer

Except to the extent prohibited by Law, OF2 must ensure that each policy of insurance required to be effected by OF2 in accordance with this deed under which the State is a named insured, additional insured or noted interested party contains provisions reasonably acceptable to the State that require the insurer:

- (a) whenever the insurer gives to or serves upon OF2 or its Associates a notice of cancellation or other material notice concerning the policy, at the same time to give to the State a copy of the notice that has been given or served upon OF2 or its Associates; and
- (b) whenever OF2 fails to renew the policy or to pay a premium or OF2 requests that the insurer cancel the policy, to give notice of that failure or request (as the case may be) to the State and OF2 at least 20 Business Days prior to the insurer giving any notice of cancellation or non-renewal.

36.6 Notices of potential Claims

OF2 and the State must, as soon as practicable, notify each other of any occurrence or incident that may give rise to a Claim in excess of \$100,000 or \$10,000 in respect to professional indemnity claims under a policy of insurance required by this clause 36 and must keep the other informed of subsequent developments concerning that occurrence or incidence or the Claim.

36.7 Extent of cover

(a) **(Notice of required cover):** If the State at any time reasonably requires OF2 to:

- (i) insure against a risk not specifically provided for or contemplated under this clause 36; or
- (ii) increase the extent of or change the terms of an existing cover in relation to a risk,

it may notify OF2 accordingly and request that OF2 give effect to the State's requirements as set out in the notice.

(b) **(Notice of additional premium):** OF2 must promptly notify (and provide supporting evidence to) the State of the amount (if any) of any additional premium payable to effect a request by the State under this clause 36.7.

(c) **(State response):** Within 10 Business Days after receipt of notification from OF2 under clause 36.7(b) the State must inform OF2 whether it requires OF2 to:

- (i) obtain another quote of the insurance requested under clause 36.7(a), in which case clause 36.7(b) applies;
- (ii) effect that insurance cover; or
- (iii) not effect that insurance cover.

(d) **(Implementation of additional cover):** If the State informs OF2 under clause 36.7(c) that the State requires OF2 to effect that insurance cover, OF2 must promptly do so and the State must reimburse the amount of the additional premium to OF2 within 20 Business Days after OF2 provides evidence satisfactory to the State (acting reasonably) that the insurance cover has been so effected.

36.8 General requirements

(a) **(Terms):** All insurances which OF2 is required to effect under this clause 36 must:

- (i) be governed by and must be construed according to the laws of Queensland and, in the case of all policies other than legal liability policies, include a provision under which each party to that policy agrees to:
 - (A) submit to the non exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to that policy; and
 - (B) waive 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 36.8(a)(i)(A)**;

- (ii) in the case of the D&C Phase contract works (material damage) insurance specified in **schedule 7 (Insurances)**, specify the Security Trustee (while any Actual Debt remains outstanding) and the State as the sole loss payees to whom the insurers may pay monies under such insurance policies in accordance with **clause 36.9** (provided that, with respect to any terrorism coverage available under those policies, OF2 and the Security Trustee will be the claimant for such coverage and the State will not be a loss payee and must not be the insured party claiming the coverage);
 - (iii) contain such conditions, endorsements and exclusions as are reasonably required by the State;
 - (iv) other than with respect to Employer's Liability and Workers Compensation Insurance, Motor Vehicle Insurance and Plant and Equipment Insurance, contain no conditions, endorsements or exclusions unless those conditions, endorsements or exclusions have been first approved by the State (such approval must not be unreasonably withheld);
 - (v) subject to **clause 36.8(g)**, not be materially altered, cancelled or permitted to lapse by or on behalf of OF2 without the prior approval of the State; and
 - (vi) other than with respect to Employer's Liability and Workers Compensation Insurance, Motor Vehicle Insurance and Plant and Equipment Insurance, the form of each insurance policy must be provided to and approved by the State (such approval must not be unreasonably withheld) before that insurance is effected or renewed.
- (b) **(Excesses)**: No insurances which OF2 is required to effect and maintain under this **clause 36** will be subject to an excess or deductible that is not in accordance with **schedule 7 (Insurances)** unless the State has approved the amount of the excess or deductible.
- (c) **(Do not permit vitiation)**: OF2 must not knowingly permit or suffer to be done any act, matter or thing whereby any insurance required to be effected under this **clause 36** may be vitiated or rendered void or voidable.
- (d) **(Premiums)**: OF2 must pay or cause to be paid punctually all premiums and other moneys payable in respect of any policy of insurance required to be effected by OF2 under this **clause 36**.
- (e) **(Information to insurer)**: OF2 must give full, true and particular information to the relevant insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or policies of insurance or the payment of any or all moneys under that policy or those policies.
- (f) **(Information to the State)**: OF2 must provide to the State:
- (i) in respect of any D&C Phase renewable insurance policy effected or proposed to be effected under this **clause 36** which also insures other works, projects or activities in addition to Stage 2, a certificate on the insurers' letterhead stating that the Project has been accepted by the insurer as complying with all terms and conditions of that policy; and

- (ii) in respect of any insurance policy effected or proposed to be effected under this **clause 36** which OF2's broker has bound under an insurer's binder or automatic facility, a certificate on the insurer's letterhead stating that Stage 2 has been accepted by the insurer as complying with all terms and conditions of that binder or automatic facility.
- (g) **(Permission to cancel):** Before the cancellation by OF2 of any insurance required to be effected under this **clause 36**, OF2 must first:
 - (i) provide the State with the reasons for the proposed cancellation and details of any insurance which is proposed to be substituted for the policy proposed to be cancelled; and
 - (ii) obtain the State's consent to that cancellation.
- (h) **(Reasonable assistance):** OF2 must do everything reasonably required by the State or any other person in whose name an insurance policy is effected and maintained to enable the State or other person (as the case may be) to claim, and to collect or recover, money due, under or in respect of any insurance policy.
- (i) **(Non vitiation):** Whenever under this deed insurance is effected in more than one name, the policy of insurance must, to the extent the policy of insurance may cover more than one insured party, contain a non-vitiation clause providing that any non-disclosure or misrepresentation (whether fraudulent or otherwise), any breach or a term or condition of a policy, or any fraud or other act, omission or default by one insured party does not affect another insured party's right to claim under the policy, provided that such acts or omissions were not made with the connivance of that other insured party.
- (j) **(Cross liability):** For the contract works (public/products liability) insurance and material damages insurances, such insurance must provide that:
 - (i) the insurance operates in the same manner as if there were a separate policy of insurance covering each insured party; and
 - (ii) the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation or contribution against any of the parties comprising the insured and their insurers and that failure by any insured party to observe and fulfil the terms of the policy does not prejudice the insurance in regard to any other insured party.

36.9 Insurance Proceeds Account

- (a) Not later than Stage 2 Financial Close, OF2 must:
 - (i) establish an account to be known as the Insurance Proceeds Account;
 - (ii) maintain that account in the name of OF2 with a financial institution nominated by OF2 and approved by the State (such approval not to be unreasonably withheld) or with a financial institution which is a party to the Debt Finance Side Deed;
 - (iii) give details of that account to the State;
 - (iv) notify the financial institution referred to in **clause 36.9(a)(ii)** of the charge over the Insurance Proceeds Account in accordance with the State Security Deed and procure, and copy the State with, acknowledgment of that notice from the financial institution; and

- (v) procure the agreement of the financial institution referred to in **clause 36.9(a)(ii)** not to exercise any right of set off or combination of accounts in relation to the Insurance Proceeds Account.
- (b) Each of the State and OF2 must deposit any amount it receives under any insurance policy taken out in compliance with the D&C Phase contract works (material damage) insurance specified in **schedule 7 (*Insurances*)** into the Insurance Proceeds Account.
- (c) Moneys in the Insurance Proceeds Account may only be applied:
 - (i) in the payment of Claims, to fund the remedy, repair, rectification or reinstatement of any defect in, damage to, or destruction of, the Stage 2 Works in accordance with this deed; or
 - (ii) in accordance with **clause 34.3(a)(ii)** or **schedule 5 (*Termination Payments*)**.
- (d) OF2 must give to the State records of expenditure from the Insurance Proceeds Account within 45 days of such expenditure.
- (e) Any funds remaining in the Insurance Proceeds Account after such application as referred to in **clause 36.9(c)** will belong to OF2.

PART I – DEFAULT, TERMINATION & HANDBACK

37 Default

37.1 Persistent Breach

- (a) The State may issue a Persistent Breach Notice to OF2 if a breach of the same obligation under any State Stage 2 Document occurs more than twice in any 12 month period (**Persistent Breach**).
- (b) A Persistent Breach Notice must:
 - (i) state that it is a Persistent Breach Notice;
 - (ii) identify the breach;
 - (iii) not relate to:
 - (A) an Event of Default which is the subject of a Cure Plan or Prevention Plan which OF2 is diligently implementing;
 - (B) an OF2 Termination Event which is the subject of a notice by the State under **clause 38.4**; or
 - (C) breaches of the State Stage 2 Documents in relation to which the State has issued a Frequent Breaches Notice under **clause 37.2(a)** and which OF2 is diligently remedying; and
 - (iv) state that, if the breach continues beyond 30 Business Days or recurs within the 12 month period commencing 30 Business Days (or such longer period as the State reasonably determines having regard to the nature of the breach) after the date of service of the Persistent Breach Notice, it may result in the State becoming entitled to terminate this deed.
- (c) If, following the issue of a Persistent Breach Notice, the breach specified in the Persistent Breach Notice has continued beyond 30 Business Days or recurred within the 12 month period commencing 30 Business Days (or such longer period determined by the State under **clause 37.1(b)(iv)**) after the date of service of the Persistent Breach Notice, then the State may issue a Final Persistent Breach Notice.
- (d) A Final Persistent Breach Notice must:
 - (i) state that it is a Final Persistent Breach Notice;
 - (ii) identify the breach;
 - (iii) state that the breach has been the subject of a Persistent Breach Notice served within the period of 12 months and 30 Business Days (or such longer period determined by the State under **clause 37.1(b)(iv)**) prior to the date of the service of the Final Persistent Breach Notice; and
 - (iv) state that if the breach continues beyond 30 Business Days (or such longer period as the State reasonably determines having regard to the nature of the breach) or recurs three or more times within the six

month period after the date of service of the Final Persistent Breach Notice, the State will become entitled to terminate this deed.

37.2 Frequent Breaches

- (a) The State may issue a Frequent Breaches Notice to OF2 if OF2 commits frequent breaches of the State Stage 2 Documents which, in aggregate:
 - (i) substantially frustrate the objectives for the Project;
 - (ii) significantly impair the State's ability to fulfil any of its objectives under the Light Rail Legislation in the form enacted as at the date of this deed;
 - (iii) otherwise have a material adverse effect on the System, Passengers or local communities (including local residents or businesses); or
 - (iv) in the State's reasonable opinion indicate that OF2 does not intend to be or does not regard itself as being bound by this deed,whether or not such breaches are of the same type or class (**Frequent Breaches**).
- (b) A Frequent Breaches Notice must:
 - (i) state that it is a Frequent Breaches Notice;
 - (ii) identify the Frequent Breaches; and
 - (iii) not relate to:
 - (A) an Event of Default which is the subject of a Cure Plan or Prevention Plan which OF2 is diligently implementing;
 - (B) an OF2 Termination Event which is the subject of a notice by the State under **clause 38.4**; or
 - (C) breaches of the State Stage 2 Documents in relation to which the State has issued a Persistent Breach Notice under **clause 37.1(a)** and which OF2 is diligently remedying; and
 - (iv) state that, if Frequent Breaches continue to occur, they may result in the State becoming entitled to terminate this deed.
- (c) If, following the issue of a Frequent Breaches Notice, any Frequent Breaches continue to occur during the 12 month period commencing 30 Business Days after the date of service of a Frequent Breaches Notice, the State may issue a Final Frequent Breaches Notice to OF2.
- (d) A Final Frequent Breaches Notices must:
 - (i) state that it is a Final Frequent Breaches Notice;
 - (ii) identify the Frequent Breaches;
 - (iii) state that the Frequent Breaches have been the subject of a Frequent Breaches Notice served within the period of 12 months and 30 Business Days prior to the date of service of the Final Frequent Breaches Notice; and
 - (iv) state that if Frequent Breaches continue to occur at any time in the 6 month period after the date of service of the Final Frequent Breaches Notice, the State will become entitled to terminate this deed.

37.3 Events of Default

Each of the following events is an Event of Default:

- (a) **(failure to progress)**: OF2 fails to regularly and diligently progress the Stage 2 Activities as required under **clause 15.2(a)**;
- (b) **(fraud or misleading conduct)**: there is any fraud or any collusive or misleading or deceptive conduct on the part of OF2 or its Associates in the performance of any of the Stage 2 Activities;
- (c) **(funding cancelled)**: the obligation of a Debt Financier or an Equity Investor to provide funding under the Debt Financing Documents or the Equity Documents, respectively, is cancelled due to a breach, an event of default or review event (in each case, however described) under a Debt Financing Document or an Equity Document (as applicable), or a Debt Financier or Equity Investor fails (in whole or in part) to provide funding under the Debt Financing Documents or the Deferred Equity Commitment Deeds for the amounts set out in the Base Case Financial Model;
- (d) **(failure to pay)**: OF2 fails to pay an amount that is due under any State Stage 2 Document when it is due and the failure is not remedied with 20 Business Days of a demand from the State;
- (e) **(failure to report)**: OF2 fails to comply with its reporting obligations under this deed or a report from OF2 contains a material inaccuracy;
- (f) **(refinancing)**: OF2 breaches its obligations under **clause 44.1**;
- (g) **(incorrect representation or warranty)**: a representation or warranty made or given by OF2 in any State Stage 2 Document proves to be untrue;
- (h) **(Illegality Event)**: an Illegality Event occurs;
- (i) **(notice of Permitted Change in Control)**: OF2 breaches its obligations under **clause 47.4**;
- (j) **(subcontracting)**: OF2 breaches its obligations under **clause 48**; and
- (k) **(other breach)**: any other breach of an obligation under any State Stage 2 Document by OF2,

provided that an event described in **clause 37.3(e), 37.3(g) or 37.3(k)** will only be an Event of Default if the State (acting reasonably) considers that such event is material.

37.4 Default Notice

If an Event of Default occurs:

- (a) **(State may notify)**: the State may give OF2 a notice (**Default Notice**):
 - (i) stating that it is a notice under this **clause 37.4**;
 - (ii) specifying the nature of the Event of Default; and
 - (iii) specifying a period that is, in the reasonable opinion of the State, the period reasonably required to Remedy the Event of Default; and
- (b) **(OF2 must remedy and notify)**: OF2 must:
 - (i) whether or not a Default Notice has been issued by the State, immediately commence and diligently pursue any action required to Remedy the Event of Default; and

- (ii) If a Default Notice has not been issued by the State, immediately notify the State of the Event of Default.

37.5 Applicable Cure Period

Subject to the Debt Finance Side Deed, the Applicable Cure Period will be the period specified by the State in the Default Notice, provided that:

- (a) **(failure to pay):** if the Event of Default is a failure to pay money, OF2 must Remedy the Event of Default within 10 Business Days after receipt of the Default Notice (and **clauses 37.5(b), 37.6 and 37.7** will not apply to that Event of Default);
- (b) **(extension of Applicable Cure Period):** subject to **clause 37.5(c)**:
 - (i) If at any time OF2 considers in good faith that the Applicable Cure Period is not reasonable, it may request an extension to the Applicable Cure Period by notifying the State of that belief, the reasons for that belief (in such detail as the State may reasonably require) and the time which OF2 believes is reasonably required to Remedy the Event of Default; and
 - (ii) If OF2:
 - (A) gives the State a notice under **clause 37.5(b)(i)**; and
 - (B) is and has been diligently pursuing a Remedy of the Event of Default,the Applicable Cure Period will be extended by the time which the State determines is reasonably required to Remedy the Event of Default (having regard to, among other things, the notice from OF2 under **clause 37.5(b)(i)**);
- (c) **(limitation on Applicable Cure Period):**
 - (i) subject to **clause 37.5(c)(ii)**, OF2 may only apply once for an extension of the Applicable Cure Period in respect of an Event of Default, unless the State otherwise agrees;
 - (ii) the State agrees to consider in good faith any application from OF2 for a second extension of an Applicable Cure Period if OF2 can satisfy the State that OF2 is diligently pursuing its step in rights under a Core Contract as required to Remedy the Event of Default; and
 - (iii) the maximum period of time which OF2 may be given to Remedy an Event of Default will be 6 months in aggregate from the date of the relevant Default Notice; and
- (d) **(suspended obligations):** an Applicable Cure Period will not take into account any period in which the performance of the relevant obligations by OF2 is suspended by operation of **clause 22.7, 23.6 or 26.8**.

37.6 OF2 to Remedy Event of Default

- (a) **(Cure Plan):** If the State issues a Default Notice and the Event of Default is capable of being Remedied, OF2 must:
 - (i) comply with the Default Notice;
 - (ii) unless the Applicable Cure Period is less than 10 Business Days (in which case no Cure Plan is required), within 10 Business Days after receipt of the Default Notice (or such longer period as the parties

agree), prepare and submit to the State a draft plan describing the actions and measures which OF2 will diligently pursue to Remedy the Event of Default;

- (iii) the parties must consult in good faith to agree to that plan (including any amendments to the draft plan reasonably required by the State); and
 - (iv) following agreement or determination of that plan (**Cure Plan**), OF2 must implement the Cure Plan.
- (b) (**Prevention Plan**): If the State issues a Default Notice and the Event of Default is not capable of being Remedied, OF2 must:
- (i) within 10 Business Days after receipt of the Default Notice prepare and submit to the State a draft plan describing the actions and measures which OF2 will diligently pursue to prevent the Event of Default from recurring;
 - (ii) the parties must consult in good faith to agree to that plan (including any amendments to the draft plan reasonably required by the State); and
 - (iii) following agreement or determination of that plan (**Prevention Plan**), OF2 must implement the Prevention Plan.

37.7 Disputes over Applicable Cure Period, Cure Plan or Prevention Plan

If the parties cannot agree the Applicable Cure Period, the Cure Plan or the Prevention Plan:

- (a) the State may refer the matter for dispute resolution under **clause 49**; or
- (b) OF2 may refer the matter for dispute resolution under **clause 49** if and only if OF2 is and has been diligently pursuing a Remedy of the Event of Default, and, if either party refers the matter for dispute resolution under **clause 49**:
- (c) whilst the matter is being determined, OF2 must continue to diligently pursue a Remedy of the Event of Default; and
- (d) any person determining the Applicable Cure Period under **clause 49** is not entitled to determine an Applicable Cure Period which exceeds 6 months in aggregate from the date of the relevant Default Notice (including if that 6 month period may expire notwithstanding that the Dispute has not been determined).

37.8 No prejudice to other remedies

Nothing in this **clause 37** prejudices or limits the State from:

- (a) exercising its other rights, whether under the State Stage 2 Documents or otherwise according to Law, and whether against OF2 or otherwise, in relation to Event of Default, any Persistent Breaches, Frequent Breaches or any other default by OF2, including the State's:
 - (i) rights pursuant to any security held by the State;
 - (ii) Step-In Rights under **clause 21**; or
 - (iii) rights to terminate this deed under **clause 38**; or

- (b) suing OF2, or exercising any other rights against OF2, whether under the State Stage 2 Documents or otherwise according to Law, in relation to an Event of Default, any Persistent Breaches, Frequent Breaches or any other default by OF2.

38 Termination

38.1 OF2 Termination Events

Each of the following events is an OF2 Termination Event:

- (a) **(failure to complete by Sunset Date)**: either:
 - (i) Stage 2 Completion has not occurred by the Date for Stage 2 Completion and the Independent Verifier reasonably forms the view (including having regard to any applicable Cure Plan or Prevention Plan which OF2 is diligently implementing) that OF2 will not achieve Stage 2 Completion by the Sunset Date; or
 - (ii) Stage 2 Completion has not occurred by the Sunset Date;
- (b) **(failure to commence)**: following Stage 2 Financial Close, OF2 fails to commence within 60 Business Days the performance of the Stage 2 Activities;
- (c) **(Persistent Breach)**: the State has issued a Final Persistent Breach Notice and the relevant breach has continued beyond 30 Business Days (or such longer period determined by the State under **clause 37.1(d)(iv)**) or recurred three or more times within the six month period after the date of service of the Final Persistent Breach Notice;
- (d) **(Frequent Breaches)**: the State has issued a Final Frequent Breaches Notices and Frequent Breaches continue to occur at any time in the six month period after the date of service of the Final Frequent Breaches Notice;
- (e) **(abandonment)**: OF2 wholly or substantially abandons Stage 2 or displays an intention to do so;
- (f) **(failure to Remedy)**: a failure by OF2 to Remedy an Event of Default which is capable of being Remedied within the Applicable Cure Period;
- (g) **(failure to prevent)**: a failure by OF2 to prevent the recurrence of an Event of Default which is the subject of a Prevention Plan;
- (h) **(failure to submit, amend or implement plan)**: a failure by OF2 to submit a draft Cure Plan or a draft Prevention Plan or to consult in good faith with the State to agree to a Cure Plan or a Prevention Plan, if such failure is not remedied within 6 Business Days of notice from the State regarding that failure;
- (i) **(insolvency of OF2)**: an Event of Insolvency occurs in relation to OF2, whether or not OF2 has been in breach of this deed;
- (j) **(insolvency of contractor or guarantor)**: an Event of Insolvency occurs in relation to the D&C Contractor (Stage 2) or the D&C Guarantor (Stage 2) whether or not OF2 is then in breach of this deed, and either:
 - (i) the D&C Contractor (Stage 2) or the D&C Guarantor (Stage 2) (as applicable) is not replaced within 120 Business Days (or, at any time

during that period, OF2 is not diligently pursuing the replacement of the D&C Contractor (Stage 2) or the D&C Guarantor (Stage 2) (as applicable)), by a person that:

- (A) satisfies the requirements of **clause 48**; or
- (B) is otherwise acceptable to the State (acting reasonably);
- (k) **(failure to insure)**: OF2 fails to effect and maintain (or cause to be effected and maintained) the Insurances it is required to effect and maintain pursuant to this deed (subject to **clause 36.2**);
- (l) **(assignment etc)**: OF2 breaches its obligations under **clause 46**; or
- (m) **(restrictions on dealing with share capital)**: OF2 breaches its obligations under **clause 47.2**.

38.2 Notice of OF2 Termination Event

Without limiting the State's other rights or OF2's other obligations under the State Stage 2 Documents, OF2 must notify the State immediately upon becoming aware of an OF2 Termination Event or an event or occurrence with, with the giving of notice, or lapse of time, would or is likely to become an OF2 Termination Event.

38.3 State action following OF2 Termination Event

Without limiting the State's other rights and remedies under the State Stage 2 Documents, if an OF2 Termination Event has occurred and is subsisting, the State may take any action it considers appropriate or necessary to overcome the effects of OF2 Termination Event or preserve Stage 2, the Stage 2 Works or the System, which may include the State (or its nominees) entering and remaining on or in the Stage 2 Area or the System and the amount of any costs or expenses incurred in taking such action will be payable on demand by OF2 to the State.

38.4 Termination for OF2 Termination Event

If an OF2 Termination Event occurs and is subsisting, the State may terminate this deed by not less than 10 Business Days' notice to OF2, which states the OF2 Termination Event in respect of which the notice is given, with effect from the date stated in the notice, without any cure period being given to OF2.

38.4A Termination after Stage 2 Completion for termination of the Project Deed

If the Project Deed is terminated on or after the Date of Stage 2 Completion for any reason, this deed will automatically terminate on the same date, and will be deemed to have been for the same reason.

38.4B Termination before Stage 2 Completion for termination of the Project Deed

If this deed has not been terminated already and the Project Deed is terminated before the Date of Stage 2 Completion:

- (a) under clause 45.5 of the Project Deed, this deed will be deemed to automatically terminate under **clause 38.5** on the same day as the Project Deed is terminated;
- (b) under clause 45.6 of the Project Deed, this deed will be deemed to automatically terminate under **clause 38.6** on the same day as the Project Deed is terminated; or

- (c) under clause 45.4 of the Project Deed, this deed will be deemed to automatically terminate on the same day as the Project Deed is terminated.

38.5 Voluntary termination by the State

Without prejudice to any of the State's other rights or entitlements under the State Stage 2 Documents, the State may:

- (a) at any time for its sole convenience and without giving reasons terminate this deed by not less than 60 Business Days' notice to OF2 with effect from the date stated in the notice; and
- (b) thereafter either itself or by third parties continue to carry out all or part of the Project (if the State elects to do so).

38.6 Termination for Force Majeure Event

Either party may terminate this deed pursuant to **clause 24.3**.

38.7 Consequences of termination

Upon expiry or termination of this deed, the rights and obligations of the parties under this deed will cease except for:

- (a) any accrued rights and obligations under this deed; and
- (b) any rights and obligations which are expressed to continue after termination of this deed, including those referred to in **clause 54.11**.

38.8 Termination Payments

- (a) Subject to **clause 38.8(b)**:
 - (i) if this deed is terminated prior to the Date of Stage 2 Completion under **clause 38.4** (other than as the result of an OF2 Termination Event referred to in **clause 38.1(e)**), the State must pay to OF2 the Termination Payment determined in accordance with section 3 of **schedule 5 (Termination Payments)**;
 - (ii) if this deed is terminated prior to the Date of Stage 2 Completion under **clause 38.5**, the State must pay to OF2 the Termination Payment calculated in accordance with section 4 of **schedule 5 (Termination Payments)**;
 - (iii) if this deed is terminated prior to the Date of Stage 2 Completion under **clause 38.6** or **36.2(i)(ii)(B)**, the State must pay to OF2 the Termination Payment calculated in accordance with section 5 of **schedule 5 (Termination Payments)**;
 - (iv) if this deed is terminated prior to the Date of Stage 2 Completion under **clause 38.4B(c)**, the State must pay to OF2 the Termination Payment calculated in accordance with section 6 of **schedule 5 (Termination Payments)**; or
 - (v) if this deed is terminated on or after to the Date of Stage 2 Completion for any reason, OF2 will receive no compensation or Termination Payment. The parties acknowledge and agree that the termination payment payable to OF1 under clause 45.8 of the Project Deed will be the only liability of the State in connection with such termination, and payment of that amount to OF1 will be full and final settlement of OF2's rights against the State for breach and termination of this deed and the State Stage 2 Documents.

- (b) If this deed is terminated as the result of an OF2 Termination Event referred to in **clause 38.1(e)**, OF2 will receive no compensation or Termination Payment.
- (c) In the calculation of Termination Payments under **schedule 5 (Termination Payments)**, there will not be any double counting of any costs or other amounts payable, whether such costs or other amounts are referred to in **schedule 5 (Termination Payments)** or elsewhere in this deed.
- (d) Payment of the relevant Termination Payment in applicable circumstances will be full and final settlement of OF2's rights against the State for breach and termination of this deed and the State Stage 2 Documents.

38.9 Waiver and no Claim

Subject to **clause 38.11**, if this deed is terminated:

- (a) OF2 waives any right it might otherwise have to pursue a claim of restitution of any kind, including a claim of unjust enrichment or quantum meruit and OF2's only entitlement in these circumstances will be in respect of its rights under **clause 38.8**; and
- (b) OF2 will not be entitled to make a Claim against the State for any amount other than for payment of the Termination Payment, if applicable.

38.10 Termination for failure to achieve Sunset Date

- (a) Notwithstanding any other provision of this deed, OF2 acknowledges and agrees that the State will be entitled to exercise its rights to terminate this deed as a consequence of OF2 Termination Event referred to in **clause 38.1(a)(ii) (Sunset Date Termination Event)** at any time on or after the Sunset Date despite the occurrence of:
 - (i) any Relief Event in respect of which OF2 has:
 - (A) failed to submit a claim under **clause 23.3**; or
 - (B) submitted a claim under **clause 23.3** after expiry of the period referred to in **clause 23.3**;
 - (ii) any Compensation Event in respect of which OF2 has:
 - (A) failed to submit a claim under **clause 22.3**; or
 - (B) submitted a claim under **clause 22.3** after expiry of the period referred to in **clause 22.3**.
- (b) OF2 waives any Claim or other right at law, in equity, or under statute that it has, may have had or could otherwise have to assert that any exercise, or purported exercise by the State of its right to terminate this deed as a consequence of a Sunset Date Termination Event was void, ineffective or unlawful due to any act of prevention by the State or its Associates (except to the extent that such an act of prevention constitutes a Compensation Event and OF2 has been granted relevant relief under **clause 15.8** or **22.7**).

38.11 No other termination rights

Despite any rule of law or equity to the contrary, neither party may terminate, rescind or treat as repudiated this deed other than as expressly provided for in this deed.

38.12 Novation of Swap Agreements

- (a) If this deed terminates under **clause 38.4B(b)** or **38.4B(c)**, the State may elect to take a novation of all (but not some) of the Swap Agreements.
- (b) To the extent the State elects in accordance with **clause 38.12(a)**:
 - (i) OF2 must procure that such Swap Agreements are novated to the State; and
 - (ii) the State agrees to meet all further obligations to the relevant counterparties on the terms and conditions contained in the relevant Swap Agreements.

Following the Termination Date, OF2 must advise the State of the termination costs which would be payable to or by Secure Co 2 if the Swap Agreements were to be terminated together with such supporting information as the State reasonably requires. The State must advise OF2 whether or not it elects to take a novation of the swaps within 20 Business Days after receiving that information and, if the State so elects, OF2 must procure that the Swap Agreements are novated to the State by the date on which the Termination Payment is paid or such other date as may be agreed by the parties.

- (c) OF2 must ensure that it is permitted, under the terms of the Debt Financing Documents, to procure the novation of its rights and obligations pursuant to this **clause 38.12** without the State, or OF2 or its Associates, incurring breakage costs, novation fees or any equivalent fee or charge.

39 End of term arrangements

39.1 Maintenance as a going concern

OF2 must maintain and manage Stage 2 in a way that the State or a New OF2 is able at any time to immediately take over Stage 2 as a going concern.

39.2 Handback packages

OF2 must:

- (a) as soon as practicable after Date of Stage 2 Completion (and in any event as a condition precedent to Stage 2 Close Out), prepare and provide to the State for inspection two handback packages, each of which must contain at a minimum the information set out in schedule 8 of the Project Deed, such information to be current as at the time of preparation; and
- (b) ensure that each handback package contains such other information the State may reasonably specify from time to time.

39.3 Return of Stage 2 Works

If this deed is terminated before the Date of Stage 2 Completion, OF2 must:

- (a) surrender and return to the State the Stage 2 Works;
- (b) transfer (or procure the transfer) to the State or its nominee of all title, interest and rights in and to the Stage 2 Works and any goods and materials comprising the Stage 2 Works:
 - (i) free from any encumbrances; and

- (ii) which will, without further action by any party, immediately vest in and become the absolute property of the State or its nominee; and
- (c) transfer to the State or its nominee all of OF2's rights, title and interest (if any) in any Extra Land held by OF2.

39.4 Termination prior to Stage 2 Completion

In addition to the other requirements of this **clause 39**, the State may require OF2 to do any or all of the following upon termination of this deed:

- (a) without limiting **clause 39.6**, procure a novation to the State or its nominee of any relevant Core Contract or Significant Contract;
- (b) if this deed is terminated during the D&C Phase, give, and require its Associates to give to the State or its nominee possession of the Materials, temporary works and tools being used in the Stage 2 Activities and other things on or in the vicinity of the Stage 2 Area, in each case which are owned by OF2 or its Associates and are reasonably required to facilitate completion of the Stage 2 Works;
- (c) deliver, and require its Associates to deliver, to the State or its nominee (or both, as required), true copies of the books of account and all other records and documents relating to the Stage 2 Activities; and
- (d) do all other acts and things reasonably required to enable the State or its nominee (or both, as required) to undertake the Stage 2 Activities including complying with OF2's obligations under **clause 43**.

39.5 Re-tendering requirements

- (a) OF2 must provide the State and its Associates with:
 - (i) copies of the books, financial records, agreements and any other records and other material kept by or on behalf of OF2 in connection with Stage 2 (including books, financial records, agreements and any other records or other material which have previously been provided to the State or an Authority); and
 - (ii) access to OF2's employees,

for the purpose of the State and its Associates preparing reports or other documents in connection with any tender process or consideration of any proposed tender process.
- (b) Without limiting any of OF2's obligations under this **clause 39**, if Stage 2 Completion has not been achieved and the State elects to tender the right to carry out any or all of the Stage 2 Works, OF2 must use reasonable endeavours to assist the State with such tender. In particular, OF2 must:
 - (i) provide copies of or otherwise make available to the State and its Associates any information (including information which has previously been provided to the State or any Authority);
 - (ii) assist in the verification of any information (including the provision of answers to verification questions); and
 - (iii) make premises and activities undertaken at the premises reasonably available for inspection by a prospective New OF2,

as reasonably required in connection with the tendering process. OF2's obligations under this **clause 39.5(b)** do not require OF2 to undertake

activities which will unduly interfere with the Stage 2 Activities, however OF2 acknowledges that compliance with this **clause 39.5(b)** will cause some disruption or interference with the Stage 2 Activities.

- (c) All assistance provided by OF2 under **clause 39.5(b)** must be provided within the timeframe reasonably specified by the State or, if no timeframe is specified, within a reasonable time.
- (d) OF2 warrants to the State that to the best of its belief all information it provides under **clause 39.5(b)** will be, at the time it is provided, true and correct in all material respects and will not be misleading, by omission or otherwise. The State may not provide or purport to provide the benefit of this warranty to any other recipient of the information and must use reasonable endeavours to ensure that OF2 obtains the benefit of any disclaimer or exclusion of liability in respect of the information which the State obtains for itself from the recipient of the information.

39.6 Novation of contracts

If this deed is terminated before Stage 2 Completion, OF2 must procure the novation to the State or the New OF2 of any agreement, sublease or licence relating to the Stage 2 Activities which the State may nominate, with effect from the end of the date of termination or such other date as the State may agree.

39.7 Handback of documents on termination

If this deed is terminated before Stage 2 Completion, OF2 must deliver to the State or its nominee (or both, as required) all System Documentation and any other documents and information concerning the Stage 2 Activities which is required for the efficient transfer of responsibility for their performance.

39.8 Transfer of Responsibility

OF2 must:

- (a) facilitate the smooth transfer of responsibility of the performance of the Stage 2 Activities to the State or its nominee, as the case may be;
- (b) take no action at any time during the D&C Phase or thereafter which is calculated or intended, directly or indirectly, to prejudice or frustrate or make such transfer more difficult; and
- (c) do all other acts and things reasonably required to enable the State and any nominee to be in a position to complete the Stage 2 Works and perform the Stage 2 Activities.

39.9 Non frustration of transfer

OF2 must not do anything which directly or indirectly avoids, or materially prejudices or frustrates:

- (a) the transfer as a going concern of Stage 2 on termination of this deed to the State or its nominee; or
- (b) a provision of a Stage 2 Document which is included in whole or in part for the purpose of facilitating the transfer as a going concern of Stage 2 on termination of this deed to a nominee of the State.

39.10 Power of attorney

OF2 irrevocably appoints, with effect from termination of this deed, the State and such persons as are from time to time nominated by the State, jointly and

severally, as its attorney with full power and authority to execute any agreement or novation contemplated by this **clause 39**.

PART J – ADMINISTRATION OF PROJECT

40 Access and inspections

40.1 State right of entry

The State, its Associates and any other person authorised by the State will:

- (a) subject to the observance of OF2's reasonable rules or requirements as to safety or security on the relevant part of the Stage 2 Area which are applied generally by OF2, have the right to enter the Stage 2 Area at any time during the D&C Phase:
 - (i) during Business Hours; or
 - (ii) if the State (or a person authorised by the State) requires access outside the hours specified in **clause 40.1(a)(i)**, on 24 hours' notice (except in the case of emergency when the right of access will be immediate); and
- (b) be entitled to exercise the right of entry under **clause 40.1(a)** for the purposes of:
 - (i) observing the Stage 2 Activities and monitoring compliance by OF2 with its obligations under the State Stage 2 Documents;
 - (ii) exercising any right or performing any obligation which the State has under any State Stage 2 Document or under any Law or to satisfy the requirements of any Authority; or
 - (iii) carrying out any activity which does not adversely interfere with the ability of OF2 or its Associates to carry out the Stage 2 Activities.

40.2 State right to inspect

- (a) Without limiting **clause 40.1**, the State (or any person authorised by the State) may inspect the Stage 2 Activities (wherever occurring) during Business Hours and subject to reasonable safety and security constraints.
- (b) OF2 acknowledges that:
 - (i) the State owes no duty to OF2 to:
 - (A) inspect the Stage 2 Activities; or
 - (B) review manufacturing, construction, installation, maintenance or repair work for errors, omissions or compliance with the requirements of the State Stage 2 Documents if it does so inspect; and
 - (ii) any inspection of the Stage 2 Activities or review of manufacturing, construction, installation, maintenance or repair work (or lack of inspection or review) by or on behalf of the State will not in any way lessen or affect:
 - (A) OF2's obligations whether under the State Stage 2 Documents or otherwise according to Law; or
 - (B) the State's rights against OF2 whether under the State Stage 2 Documents or otherwise according to Law.

- (c) The State will carry out any such inspection in a manner which does not unreasonably interfere with the Stage 2 Activities.
- (d) OF2 must use reasonable endeavours to:
 - (i) coordinate the Stage 2 Activities so they do not interfere with the inspection; and
 - (ii) provide the State with every reasonable facility and other assistance necessary for the inspection, including providing access to any systems, registers, manuals, records (including financial records), plans and programs maintained in relation to the Stage 2 Activities.
- (e) If an inspection shows that OF2 has not complied or is not complying with its obligations under the State Stage 2 Documents, the State:
 - (i) must notify OF2 of the details of the non-compliance;
 - (ii) must specify a reasonable period within which OF2 must carry out appropriate rectification or remedy activities; and
 - (iii) will be entitled to be reimbursed by OF2 for the cost of the inspection and any reasonable administrative costs incurred by the State in relation to the inspection.
- (f) OF2 must at its own cost carry out such rectification or remedy activities within the period specified by the State, and the State may carry out or procure the carrying out of an additional inspection to assess compliance with the requirement to carry out such rectification or remedy activities.

40.3 Access to information

Without limiting any other provision of the State Stage 2 Documents:

- (a) the State may at any time notify OF2 that it requires access to any information held by or on behalf of OF2 which:
 - (i) relates to the Stage 2 Activities (including results from the operation of the Base Case Financial Model, in a form reasonably satisfactory to the State);
 - (ii) has been collected from members of the public by OF2 in relation to the Stage 2 Activities; or
 - (iii) is received by OF2 from the State to enable OF2 to perform the Stage 2 Activities;
- (b) upon receipt of a notice under **clause 40.3(a)**, OF2 must immediately provide the required information to the State other than to the extent it is information which is:
 - (i) subject to legal professional privilege; or
 - (ii) information in respect of which OF2 owes a third party an obligation of confidence and despite OF2 having used its best efforts it has been unable to obtain third party consent to the release of that information; and
- (c) the State may review, copy, retain or otherwise deal with such information to enable it to satisfy any obligations under any Law.

40.4 Access to third parties' information

OF2 must:

- (a) ensure that the State and any persons authorised by the State have direct access to any System Documentation or other information, documents or material which is maintained by third parties (including OF2's Associates) and which type of information, document or material the State is entitled to have access to, or have copies of, from OF2 under the State Stage 2 Documents;
- (b) ensure that any contractual arrangements between OF2 or its Associates and any third parties acknowledge the State's right of access under **clause 40.4(a)**; and
- (c) provide to the State on demand evidence (including copies of any contractual arrangements referred to in **clause 40.4(b)**) showing compliance by OF2 with its obligations under **clause 40.4(b)**.

40.5 OF2 to cooperate

OF2 must cooperate, and must procure that its Associates cooperate, with the State and any persons authorised by the State in the exercise of the State's rights under this **clause 40**.

41 Records and reporting obligations

41.1 Accounting records

- (a) OF2 must keep at its registered office proper books of account and all other financial and financial planning records that would be expected of a prudent and competent person undertaking similar obligations as OF2 undertakes under the Stage 2 Documents.
- (b) Without limiting **clause 41.1(a)**, OF2 must keep and maintain a full record of the construction, manufacture, installation, operation, maintenance and financing costs incurred in carrying out the Stage 2 Activities and details of funds held to cover such costs.
- (c) OF2 must:
 - (i) have its financial accounts audited annually; and
 - (ii) ensure that the D&C Contractor (Stage 2) and the D&C Guarantor (Stage 2) have their financial statements audited annually until the expiry of the D&C Defects Liability Period (as defined in the D&C Contract).
- (d) OF2 must ensure the books of account and records of OF2 are available to the State and its nominees at all reasonable times during the D&C Phase and until 6 months after the Date of Stage 2 Close Out for examination, audit, inspection, transcription and copying.
- (e) Without limiting OF2's obligations under **clause 39**, if this deed is terminated, OF2 must give the State and its Associates access to all of OF2's books of account and records necessary for continued design, construction, manufacture, installation, operation, maintenance and refurbishment of Stage 2 and performance of the Stage 2 Activities.
- (f) Without limiting **clause 41.10**, the State must give OF2 access to any books of account or records given to the State by OF2 for 7 years after the date on which they are given.

41.2 Cost to complete information

OF2 must give the State the same information required to be given to any Debt Financier under the Debt Financing Documents in relation to the cost to complete the Stage 2 Works, at such times as are required under the Debt Financing Documents.

41.3 Financial reporting

- (a) Not later than 4 months after the end of each financial year, OF2 must give the State:
 - (i) unconsolidated audited financial statements for the previous financial year for OF2;
 - (ii) the audited financial statements for the previous financial year of any consolidated entity of which OF2 forms part;
 - (iii) the audited financial statements for the previous financial year of the D&C Contractor; and
 - (iv) a statement in such detail as the State may reasonably require reconciling the information in the audited financial statements of OF2 with the Base Case Financial Model and with any financial information or financial model information provided for or utilised for the purposes of the Debt Financing Documents.
- (b) Within 20 Business Days after each six month period during a financial year, OF2 must provide to the State its unaudited management accounts, a statement of financial performance, a cash flow statement and a statement of financial position, together with details of any Financial Indebtedness and an explanation of any material variations between actual and budgeted performance.
- (c) Without limiting **clause 41.2**, OF2 must promptly provide to the State copies of all documents, reports, plans, materials, certificates, notices (including any updated financial models or reports) which OF2 provides to any Debt Financier.
- (d) Each of the documents to be provided to the State in accordance with this **clause 41.3** must be accompanied by a certificate signed by an authorised officer of the relevant entity certifying that the information provided is accurate, complete and correct in all respects.
- (e) OF2 must prepare (or procure the preparation of) the accounts and financial statements required under this **clause 41.3** in compliance with Law and, without limitation, in accordance with the accounting principles generally accepted in Australia and consistently applied.

41.4 Other reporting

- (a) OF2 must:
 - (i) monitor its performance in carrying out the Stage 2 Activities and maintain the information, programs, plans, procedures, standards, policies, systems, records and manuals required in accordance with the procedures set out in this deed (including the PSR); and
 - (ii) accurately, clearly and concisely document all business and other processes, including properly documented operating manuals, in relation to Stage 2 and the Stage 2 Activities.

41.5 Notices under Stage 2 Documents

OF2 must give the State as soon as practicable copies of all notices of default, breach or dispute given or received by it under the Stage 2 Documents (other than those given or received under this deed or the Debt Finance Side Deed).

41.6 Advice on rights of third parties under State Stage 2 Documents

OF2 undertakes to advise the State as soon as practicable after an event has occurred which, to OF2's actual knowledge, could in any way materially prejudice the State's rights under the State Stage 2 Documents by reason of the exercise of rights available to third parties arising from the Stage 2 Documents.

41.7 Other information

OF2 must:

- (a) give the State, as soon as practicable, copies of:
 - (i) all notices and other documents given or received by OF2 or an Equity Investor to or from the Australian Securities and Investments Commission or the Australian Stock Exchange Limited;
 - (ii) all notices and other documents given or received by an Equity Investor to or from the Australian Securities and Investments Commission; and
 - (iii) all other notices to Equity Investors and all notices from an Equity Investor to the holder of any securities issued by the Equity Investor;
- (b) give the State, if the State is, or is likely to become, liable to pay a Termination Payment under **clause 38.8**, reasonable details of each component of that amount and the way in which the component was calculated, promptly after being requested to do so by the State;
- (c) give the State details of any changes to the Counterparty Details within 20 Business Days after the change; and
- (d) promptly give the State such other information relating to the Project as the State may reasonably require from time to time.

41.8 State financial audit

- (a) At any time up to 6 months after the Date of Stage 2 Close Out, the State may give notice to OF2 (**Financial Audit Notice**) requiring an independent audit of any annual financial statements or other financial information of OF2 provided pursuant to **clause 41.3** to be undertaken for the purpose of reviewing any such financial statements or other financial information and verifying their accuracy, correctness and completeness.
- (b) If the State gives a Financial Audit Notice under this **clause 41.8**:
 - (i) the State will appoint, and notify OF2 of, an appropriately trained and qualified person to carry out and complete the audit (**Financial Auditor**), at the State's cost and expense, on terms and conditions of appointment determined by the State; and
 - (ii) OF2 must, within a reasonable period, make its financial statements, other financial reports and accounts and all source information, documentation and data required for the preparation of such annual financial statements or other financial reports, available for audit by the Financial Auditor.

- (c) Upon request by the Financial Auditor, OF2 must make available to the Financial Auditor an appropriately trained and qualified member of OF2's staff (or staff of an OF2 Associate) to extract any relevant information from OF2's accounting system for the purposes of the audit.
- (d) If the report of the Financial Auditor (**Financial Auditor's Report**) states that any annual financial accounts, or any other financial reports, or any part of them is not accurate, complete and correct, then:
 - (i) OF2 must:
 - (A) fix the inaccuracy, incorrectness or incompleteness in the affected accounts or data and re-issue the affected accounts or data to the State; and
 - (B) as applicable, promptly take steps to remedy the inaccuracy, incorrectness or incompleteness in its monitoring, measuring and reporting systems; and
 - (ii) OF2 will reimburse the State the costs of the Financial Auditor in carrying out the audit pursuant to this **clause 41.8**.

41.9 Privacy

- (a) **(Compliance with privacy principles and plans):** OF2 must:
 - (i) comply with the Privacy Principles and OF2's Privacy Plan; and
 - (ii) provide all reasonable assistance to enable the State to comply with the Privacy Principles.
- (b) **(Personal Information):** Without limiting **clause 41.9(a)**, OF2 must ensure that Personal Information is collected, used, disclosed and handled by it in accordance with OF2's Privacy Plan and the State Stage 2 Documents.
- (c) **(OF2's Privacy Plan):** At least 20 Business Days prior to the first occasion on which OF2 will handle any Personal Information in undertaking the Stage 2 Activities, OF2 must submit to the State an OF2's Privacy Plan which sets out OF2's procedures in relation to privacy protection and includes, as a minimum, procedures which:
 - (i) ensure that OF2 will comply with the Privacy Principles;
 - (ii) are consistent with the Privacy Principles as they apply to the State; and
 - (iii) are consistent with D&C Best Practices.
- (d) **(State review):** The State will have the right to comment on OF2's Privacy Plan and OF2 must amend OF2's Privacy Plan to address any comments by the State.
- (e) **(Updating of OF2's Privacy Plan):** Throughout the D&C Phase and until the Date of Stage 2 Close Out, OF2 must review and, if necessary, update OF2's Privacy Plan:
 - (i) to take account of:
 - (A) events or circumstances which will, or may, affect the manner in which OF2 carries out the Stage 2 Activities; and
 - (B) any evolution in technology and in security threats; and
 - (ii) upon request by the State.

- (f) **(Submission of updated plan):** OF2 must submit any plan updated in accordance with **clause 41.9(e)** to the State, in which case **clause 41.9(d)** will reapply.
- (g) **(Subcontracts):** OF2 must ensure any subcontract entered into by OF2 or its Associates with a contractor who collects, uses, stores, disposes or discloses Personal Information contains provisions to the same or similar effect as **clauses 41.9**.
- (h) **(Audit):** The State may require OF2 and any Core or Significant Contractor to have their privacy procedures audited by a qualified nationally recognised firm provided that it is not entitled to require such an audit more frequently than annually. OF2 and the Core or Significant Contractor (as applicable) must take such action as is reasonable to comply with any exceptions or discrepancies discovered by any such audit.

41.10 Retention of records

OF2 must retain all records and statements in relation to Stage 2 for at least 7 years after the Date of Stage 2 Close Out.

42 Disclosure, confidentiality and publicity

42.1 Disclosure by the State

- (a) Subject to **clause 42.1(b)**, the State may publish or disclose (on the internet or otherwise):
 - (i) the terms and conditions of any Stage 2 Document; and
 - (ii) any document or information arising under, out of or in connection with any Stage 2 Document or relating to the performance of any Stage 2 Document.
- (b) To the extent that the information proposed to be published or disclosed by the State under **clause 42.1(a)** (and without limiting the State's rights to publish or disclose information under **clause 42.2(a)**) contains Commercially Sensitive Information:
 - (i) the State may publish or disclose the information under **clause 42.1(a)** without consultation with OF2 if the Commercially Sensitive Information is redacted or otherwise not disclosed;
 - (ii) the State will use reasonable endeavours to maintain the confidentiality of the Commercially Sensitive Information (and the parties acknowledge that the State will have done so to the extent that disclosure of the Commercially Sensitive Information is reasonably necessary to give effect to any re-tender process or novation under **clause 47** or to give effect to any re-tendering procedure or calculation of the Estimated Fair Value under **schedule 5 (Termination Payments)** and the State uses reasonable endeavours to procure that any third party to whom any Commercially Sensitive Information is disclosed has entered into a confidentiality agreement agreeing to keep such information confidential); and
 - (iii) without limiting **clause 42.1(b)(ii)**, if the State proposes to disclose any Commercially Sensitive Information, the State must use reasonable endeavours to give OF2 prior notice of that intention and must consult with OF2 prior to disclosing any Commercially Sensitive

Information, however the State may disclose the Commercially Sensitive Information if disclosure is required under any applicable government policy.

42.2 Public disclosure

- (a) OF2 acknowledges and agrees that disclosures regarding the Project by the State, the State or any Authority may be required:
 - (i) under the *Right to Information Act 2009* (Qld) or any similar or replacement legislation; and
 - (ii) to satisfy the disclosure requirements of the Auditor General or to satisfy the requirements of Parliamentary accountability, including tabling information concerning the Stage 2 Documents in Parliament, (Public Disclosure Obligations).
- (b) OF2 must, at its own cost and expense, use all reasonable endeavours to assist the State or an Authority in meeting its Public Disclosure Obligations.

42.3 Publicity

Except for notices which OF2 is required to disclose to any recognised stock exchange, OF2 must:

- (a) not make any public announcements or statements in relation to the Project (including by posting any information relating to the Project on any website) without the State's prior consent;
- (b) use reasonable endeavours to agree with the State the wording and timing of all public announcements and statements by it or its Associates relating to the Project before the relevant announcement or statement is made;
- (c) give the State a draft of any proposed media release relating to the Project and obtain the State's approval of the media release before distributing it;
- (d) give the State a copy of any announcement or media release as soon as practicable after it is made or distributed; and
- (e) ensure that all of its Associates comply with the requirements referred to in this clause 42.3.

43 Intellectual Property

43.1 Definitions

For the purposes of this clause 43, the following definitions will apply:

Brand means all goodwill associated with Stage 2 including:

- (a) the System Name and any associated branding, including as identified in paragraphs (b) to (d);
- (b) all registered and unregistered trade marks (other than Excluded Brands);
- (c) all names including business names, domain names and company names; and
- (d) all telephone numbers, email addresses and all other addresses used by the general public in relation to the Project to make contact using a telecommunication network.

Core IP Providers means any person nominated by the State as a Core IP Provider under **clause 43.16(g)**.

Data means all data and expressions of data contained in, or processed or generated by, the Stage 2 Activities or produced as a result of the Stage 2 Activities, including:

- (a) all data and expressions of data contained in all images contained in or processed or generated by the Stage 2 Activities;
- (b) all data and expressions of data comprising reports generated by the Stage 2 Activities; and
- (c) all data and expressions of data about or relating to or generated by OF2 or its Associates stored within Stage 2.

Deed of Assurance means a deed from a Core IP Provider in favour of the State, substantially in the form set out in Part B of **schedule 10** (*Pro Forma Documents*).

Domain Names means any domain names used by OF2 in relation to the Project.

Equipment means any hardware, equipment, devices, plant, machinery, fixtures, vehicles and furniture forming part of Stage 2.

Equipment IP means Intellectual Property in all and part of:

- (a) the Equipment; and
- (b) computer programs supplied as a component of, embedded in or forming part of the Equipment and without which such tangible items cannot operate, such as Software known as "device" Software or Firmware,

but excluding any Intellectual Property which is owned by OF2 or its Associates or which is State IP.

Escrow Agent means, at any time, the person appointed as escrow agent under the Escrow Deed. At the date of this deed, the Escrow Agent is BTA Institutional Services Australia Ltd ACN 002 916 396.

Escrow Deed means an agreement between the State, OF2 and the Escrow Agent, substantially in the form set out in Part A of **schedule 10** (*Pro Forma Documents*).

Escrow Material means each of the following to the extent necessary for the State to exercise its rights under **clause 43.5**:

- (a) all the source code for the Software contained or to be contained in the items or material identified in **paragraphs (a) to (d)** of the definition of Licensed Intellectual Property;
- (b) all documentation necessary for the State, or that a person in the State's position would otherwise require, to modify, maintain, test, further develop or regenerate the Software contained in the items or material identified in **paragraphs (a) to (d)** of the definition of Licensed Intellectual Property or otherwise exercise any rights of ownership under this **clause 43**;
- (c) any Software tools, object libraries and methodologies necessary for the State, or that a person in the State's position would otherwise require, to modify, maintain, test, further develop or regenerate the bespoke components of the items or material identified in **paragraphs (a) to (d)** of the definition of Licensed Intellectual Property, including the Existing Tools, that has not been and is not required to be provided to the State under this **clause 43**; and

(d) the Signalling System Escrow Material,

irrespective of whether or not it has been especially customised or developed for the purposes of the State Stage 2 Documents.

Excluded Brands means those trade marks of OF2's Associates which are used in their business generally and are applied by them to services, devices or equipment they supply, but which do not include, directly or indirectly, any brands which are created or developed in connection with the Project or any part of the Project.

Excluded Rolling Stock Intellectual Property means any Intellectual Property in the Excluded Documentation (LRV) and Excluded Documentation (Control System).

Excluded Trade Marks means those trade marks of OF2's Associates (or any shareholder in any of OF2's Associates) which are used in the ordinary course of their business and which are applied by them to services, devices or equipment which they supply, but does not include any trade marks which are created or developed in connection with the Project or any part of the Project.

Existing Tools means any tools, object libraries and methodologies existing at the date of this deed which are owned by OF2 or in which OF2 has sufficient rights to grant sub-licences.

Firmware means a set of coded instructions embedded within a device or component of a device that performs functions or provides data to enable the device to operate in a specified manner.

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;
- (b) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;
- (c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods or services;
- (d) trade, business or company names;
- (e) internet domain names; and
- (f) proprietary rights under the *Circuit Layouts Act 1989* (Cth),

whether created or in existence before or after the date of this deed (and whether developed or created for the purposes of the State Stage 2 Documents or for any other purpose) and includes any thing, whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in paragraphs (a) to (f) inclusive of this definition.

Licensed Intellectual Property means all Intellectual Property (including Software) and trade secrets and know how comprised in or related to:

- (a) all and any part of the Project, the Stage 2 Works and the System;
- (b) all and any part of the Stage 2 Activities, including all and any items or materials or documents used by OF2 in undertaking the Stage 2 Activities;
- (c) all and any part of the Design Documentation and Construction Documentation; and
- (d) to the extent that it is not included in (a), (b), (c) or (d) the Intellectual Property comprised in the Escrow Material,

excluding Third Party Software, Equipment IP, Excluded Rolling Stock Intellectual Property, State IP, Excluded Trade Marks and Excluded Brands.

List of Intellectual Property means a list of each item of Intellectual Property used or to be used by OF2 or its Associates in performing its obligations under the State Stage 2 Documents, which includes, separately identified, the List of Software, and specifies in relation to any Intellectual Property not identified in the List of Software:

- (a) the nature and, if applicable, name of the material in which the Intellectual Property is comprised;
- (b) the owner of the Intellectual Property and, if relevant, the licensor and the licensee of that Intellectual Property;
- (c) the duration of any licence and maintenance agreements; and
- (d) the licence and maintenance fees and similar fees.

List of Software means a list of each item of Software used or to be used by OF2 or its Associates in performing the Stage 2 Activities which specifies in relation to each item of Software:

- (a) name and release version of the Software;
- (b) owner and distributor of the Software and, if relevant, the licensor and the licensee of that Software;
- (c) whether the Software is Third Party Software;
- (d) the duration of any licence and maintenance agreements; and
- (e) the licence and maintenance fees and similar fees.

LRV Supplier means Bombardier Transportation Australia Pty Ltd.

Moral Rights has the meaning given to it in the *Copyright Act 1968* (Cth).

Operations and Maintenance Data means all Data relating to the O&M Activities.

Permitted Security Interest means:

- (a) a Security Interest to which the State has given its prior consent and in respect of which the amount secured by that Security Interest (other than costs, fees and uncapitalised interest or amounts in the nature of interest) does not increase beyond the amount in respect of which the State has given that consent;
- (a) a Security Interest created under a Debt Financing Document for the benefit of one or more Debt Financiers;
- (b) a lien which arises solely by operation of Law in the ordinary course of OF2's business, where the amount secured is not overdue for payment;

- (c) any Security Interest arising out of title retention provisions in a supplier's conditions of supply of goods acquired in the ordinary course of OF2's business, where the amount subject to the title retention is not overdue for payment; or
- (d) any Security Interest over any asset of OF2 created by operation of Law in favour of any governmental agency for the purpose of securing payment of Taxes provided that such Security Interest has not been created pursuant to, or as a consequence of, a default on the part of OF2 in the due payment of such Taxes.

Signalling System means the system that will control the movement of LRVs across the GCRT Network including the vehicle location system (to the extent it forms part of the traffic priority system, as described in the PSR), control of points and point machines themselves including any necessary indicators and the interface to road traffic intersections.

Signalling System Escrow Material means all design and construction documentation and drawings and source codes relating to the Signalling System, including:

- (a) application software and drawings for tram location system;
- (b) application software and drawings for point machines; and
- (c) application software, data and drawings for Ebi Screen (automatic vehicle location system front end),

but excluding:

- (d) Design Documentation;
- (e) Construction Documentation; and
- (f) material in the public domain.

Signalling System IP means the Intellectual Property comprised in or related to the Signalling System.

Signalling System Supplier means Bombardier Transportation Australia Pty Ltd.

Software means a set of coded instructions that performs functions or provides working data or parameters to enable a device or system to operate in a specified manner, and be loaded into a system or device dynamically by a user and includes all Firmware and operating systems required by a system or subsystem to perform in a specified manner.

State IP means any Intellectual Property licensed to OF2 under **clause 43.17**.

Third Party Licences means all licences, maintenance and similar contracts for the Third Party Software.

Third Party Software means commercial, off the shelf Software and Firmware owned by any entity other than the State, OF2, the D&C Contractor (Stage 2), a Significant Contractor or their Related Bodies Corporate that is:

- (a) comprised in all or any part of the Project, the Stage 2 Works or the System;
- (b) otherwise used or to be used by, or on behalf of, OF2, the D&C Contractor (Stage 2), a Significant Contractor or their Related Bodies Corporate in performing the Stage 2 Activities; or
- (c) Software tools necessary for the State, or that a person in the State's position, would otherwise require to modify, maintain, test, further develop or

regenerate the bespoke Software contained in the System or otherwise exercise any rights of ownership given to the State under **clause 43.11**, and is identified as such in the List of Software and any information provided under **clause 43.9(b)(iv)**.

Trade Marks means any trade marks used by or on behalf of OF2 in relation to the Project (other than Excluded Trade Marks).

43.2 OF2 warranty

OF2 represents and warrants that:

- (a) it has all appropriate licences of, or title to, all Intellectual Property that is required by it for the purpose of its obligations under the State Stage 2 Documents;
- (b) OF2's Associates have all appropriate licences of, or title to, all Intellectual Property that is required for performing their obligations under the Stage 2 Documents (excluding Debt Financing Documents and Equity Documents) or performing obligations under the State Stage 2 Documents on behalf of OF2;
- (c) it does not require any licences of, or title to, any Intellectual Property from the State in order to perform its obligations under the State Stage 2 Documents apart from any licences to Intellectual Property or title to Intellectual Property transferred under this deed;
- (d) the Licensed Intellectual Property, the Third Party Software, the Equipment IP and the State IP are all the Intellectual Property that is required for OF2 to carry out its obligations under the State Stage 2 Documents;
- (e) it has authority to assign or license (as the case may be) all Intellectual Property granted to the State or its nominees under the State Stage 2 Documents;
- (f) every item of the Software used or to be used in the Stage 2 Activities is contained in the List of Software or will be later identified in accordance with **clause 43.9(b)(iv)**;
- (g) it has the authority to undertake the obligations concerning the Third Party Software contained in **clause 43.11** and the Equipment IP contained in **clause 43.12**;
- (h) no third party rights or interests will affect the enjoyment of the benefit of the licences in **clause 43.5(a)** or prevent the rights in **clause 43.5(b)**;
- (i) none of the:
 - (i) provision or performance of the Stage 2 Activities, nor anything arising from the provision or performance of the Stage 2 Activities; or
 - (ii) the Stage 2 Works or the System, infringes or will infringe any rights, including any Intellectual Property or Moral Rights, of any third party;
- (j) other than a Permitted Security Interest, there are no Security Interests, and it will not allow any Security Interests to be created, over any Intellectual Property it contributes to the Project;
- (k) the use or enjoyment of the Project in accordance with or as contemplated by the State Stage 2 Documents by the State or any person authorised by

the State in accordance with or as contemplated by the State Stage 2 Documents will not infringe any Law, Intellectual Property or Moral Rights or other protected rights of any person, whether in Australia or overseas; and

- (I) it is not aware of any allegations of infringement or notices of misappropriation issued by any person or any Claims that the Project or its use or enjoyment in accordance with or as contemplated by the State Stage 2 Documents infringe or will infringe any rights, including any Intellectual Property or Moral Rights, of any third party.

Each representation and warranty in this **clause 43.2** is a continuing representation and warranty and will be repeated on each day while any obligation under the State Stage 2 Documents remains outstanding, with reference to the facts and circumstances then subsisting.

43.3 Indemnity

- (a) Subject to **clauses 35.2 to 35.4**, OF2 indemnifies the State against:
 - (i) all Claims which may be brought or made against the State by any person in respect of:
 - (A) any alleged or actual infringement of Intellectual Property by OF2 or its Associates in the course of, or incidental to, performing any obligations under this deed other than to the extent such Intellectual Property is State IP;
 - (B) the use by the State of any Intellectual Property that is the subject of the warranty in **clause 43.2(d)**, excluding the State IP;
 - (C) an infringement of Moral Rights resulting from the use, operation, maintenance or modification of the Stage 2 Works or the System or any part of them;
 - (ii) any Loss (including legal fees on an indemnity basis) that may be suffered or incurred by the State in connection with any such Claim or any Claim arising from a breach of the warranties set out in **clause 43.2**; and
 - (iii) any Loss that may be suffered or incurred by the State in connection with the Intellectual Property necessary for the continuation of the Stage 2 Activities being unavailable as a result of or in connection with OF2 not fulfilling its obligations under **clause 43.11**, to obtain the licenses referred to in **clause 43.11**.
- (b) Subject to **clauses 43.3(b)** and **43.3(c)** the State must, as soon as is reasonably practicable after it becomes aware of a claim:
 - (i) notify OF2 in writing of the alleged infringement;
 - (ii) give OF2 at the time of notification the option to conduct the defence of the claim; and
 - (iii) provide OF2 (at OF2's expense) with reasonable assistance in conducting the defence of such claim.
- (c) **Clause 43.3(b)** does not apply if:
 - (i) interlocutory proceedings are commenced against the State on an urgent basis;

- (ii) the State reasonably considers that there is insufficient time to notify OF2 and for OF2 to commence defence of such proceedings on behalf of the State;
 - (iii) the State initially defends such proceedings; and
 - (iv) as soon as practicable after the commencement of the proceedings the State gives OF2 the option to conduct the defence of such proceedings.
- (d) **Clause 43.3(b)** does not apply to claims which would or may prevent the continued development or operation of the Project or the System or continued conduct of the Stage 2 Activities and the State:
- (i) to the extent reasonably practicable, consults in good faith with OF2 with respect to such claims; and
 - (ii) does not in the course of defending or compromising such claims make admissions which may materially affect the validity of the Licensed Intellectual Property without OF2's consent (such consent not to be unreasonably withheld or delayed).

43.4 Infringements

- (a) If OF2:
- (i) becomes aware of a Claim by a person that the use of any of the Intellectual Property relating to the Stage 2 Works or the System infringes or amounts to a misuse of the Intellectual Property or other rights of a third party; or
 - (ii) believes that the State may have a claim against a person for infringement or misuse of any Intellectual Property in the Stage 2 Works or the System,
- it must promptly notify the State.
- (b) Notwithstanding **clauses 43.2 and 43.3**, if as a result of any alleged infringement or threatened infringement of Intellectual Property as contemplated by **clause 43.4(a)**, the State, OF2 or any other entity performing work under the State Stage 2 Documents is prevented (whether by court order or otherwise) from exercising Intellectual Property it had been exercising or was proposing to exercise to perform the Stage 2 Activities, OF2 must:
- (i) secure for the State the right to continue exercise such Intellectual Property;
 - (ii) replace such Intellectual Property with equivalent non infringing Intellectual Property; or
 - (iii) modify any materials, equipment, Software, devices or processes so that they become non infringing or remove any materials, equipment, Software, devices or processes that are infringing and refund sums paid for them without prejudice to any other rights of the State.
- (c) If the amount of time necessary to proceed with one of the options set out in **clause 43.4(b)** is deemed excessive by the State, the State may direct OF2 to select another option and OF2 must comply with that direction.
- (d) The steps required for OF2 to comply with its obligations under **clauses 43.4(b) and 43.4(c)** are at OF2's sole cost and expense unless the alleged

infringement or threatened infringement directly arises in respect of State IP, in which case the costs are to be borne based upon the extent of responsibility of each party for the alleged infringement or threatened infringement, as reasonably determined by the State.

43.5 Rights granted to the State

- (a) OF2 grants to the State and any entity nominated by the State a permanent, perpetual, irrevocable, transferable, royalty free, non exclusive licence to exercise the Licensed Intellectual Property and the Existing Tools to the extent necessary to:
 - (i) complete Stage 2;
 - (ii) carry out the Stage 2 Works or Stage 2 Activities; or
 - (iii) operate and maintain Stage 2; and
 - (iv) to interface or integrate Stage 2, the Stage 2 Works or the Stage 2 Activities, with the broader GCRT Network (including any Future Stage).
- (b) The licence granted in **clause 43.5(a)**:
 - (i) is, where necessary, subject to the release of the Escrow Material from escrow in accordance with the terms of the Escrow Deed;
 - (ii) arises in respect of each component of the Licensed Intellectual Property and the Existing Tools upon the later of the date of this deed or upon the creation of each component of the Licensed Intellectual Property;
 - (iii) may be sub-licensed; and
 - (iv) will survive expiry of this deed or termination of this deed on any basis.

43.6 Access to Intellectual Property

- (a) OF2 must if requested by the State:
 - (i) fully disclose to the State all details of the Intellectual Property, trade secrets and know-how required to carry out the Stage 2 Works and Stage 2 Activities and to design, construct, install, test, commission, operate and maintain the System; and
 - (ii) provide, and procure that any of its Associates involved in the creation, development or use of the Intellectual Property, trade secrets and know-how provide the State with any further information reasonably requested in respect of such Intellectual Property, trade secrets and know-how.
- (b) The details and information the State may request under **clause 43.6(a)** does not include:
 - (i) the Escrow Material until such material is released from escrow; or
 - (ii) the Excluded Rolling Stock Intellectual Property.

43.7 Escrow Material

- (a) At all times during the Term, OF2 must maintain a copy of the Escrow Material for the current or proposed configuration of Stage 2, in escrow with the Escrow Agent on the terms of the Escrow Deed.

- (b) The State will be entitled, at no cost to the State, to be provided with the Escrow Material, excluding the Signalling System Escrow Material, at any time if any of the following events occur:
 - (i) this deed is terminated for any OF2 Termination Event or Force Majeure Event;
 - (ii) the Term expires;
 - (iii) the State exercises any Step-In Rights in accordance with this deed, but only to the extent, and for the period, required for the State to exercise its Step-In Rights; or
 - (iv) the parties otherwise agree to the release of the Escrow Material, provided that in each case the State's entitlement to the Escrow Material is limited to that part of the Escrow Material which the State reasonably needs.
- (c) The State will be entitled, at no cost to the State, to be provided with the Signalling System Escrow Material, at any time if any of the following events occur:
 - (i) this deed is terminated for any OF2 Termination Event;
 - (ii) the date which is 25 years from the date of this deed;
 - (iii) the State exercises any Step-In Rights in accordance with this deed, but only to the extent, and for the period, required for the State to exercise its Step-In Rights; or
 - (iv) the parties otherwise agree to the release of the Escrow Material; or
 - (v)
 - (A) the State wishes to interface or integrate the Project, Stage 2 Works or the System, or the Stage 2 Activities, with the broader GCRT Network (including any Future Stage);
 - (B) access to the Signalling System Escrow Material is necessary to design or implement such interface or integration; and
 - (C) the Signalling System Supplier cannot or will not agree to support the State with such interface or integration on reasonable commercial terms,
 in which case the Signalling System Escrow Material will be released to the State to the extent and for the period reasonably required by the State.
- (d) The State may (at the State's cost), once every 12 months, have an auditor review, analyse and conduct tests on a confidential basis in relation to materials maintained in escrow with the Escrow Agent for the purposes of:
 - (i) verifying that OF2 is complying with **clause 43.7(a)**;
 - (ii) reviewing the quality of the material in escrow to ensure there has been no degradation to the material in escrow; and
 - (iii) providing a report as to the auditor's findings.
- (e) Without derogating from OF2's obligations under **clause 43.7(a)**, OF2 must update the Escrow Material maintained on escrow with the Escrow Agent within 20 Business Days of any development, test or production release of

any Software comprised in the items or materials identified in paragraphs (a) to (d) of the definition of Licensed Intellectual Property.

- (f) The State may give OF2 notice at any time that it wishes to witness the preparation of the Escrow Material for the next deposit of Escrow Material with the Escrow Agent required under this clause 43.7. Following receipt of such a notice, OF2 must notify the State of the date, time and location where the preparation of the Escrow Material will occur and permit the State to witness the preparation of the Escrow Material.
- (g) If, as a result of witnessing the preparation of the Escrow Material, the State considers that OF2 is not complying with its obligations under clause 43.7(a) or 43.7(e), it may notify OF2 of the respects in which OF2 is not complying with clause 43.7(a) or 43.7(e) and give reasonable directions as to how OF2 must remedy such non-compliance.
- (h) OF2 must promptly comply with any directions given by the State pursuant to clause 43.7(g) and do all other things reasonably necessary in order to rectify its non-compliance with clause 43.7(a) or 43.7(e).
- (i) OF2 must, within 20 Business Days of receipt of a notice from the State specifying that an audit pursuant to clause 43.7(c)(i) has determined that OF2 is not complying with clause 43.7(a) or there has been degradation to the material in escrow, remedy such non-compliance or replace such material as the case may be.
- (j) OF2 is not required to deposit and maintain in escrow any material that it has already given to the State on a permanent basis.
- (k) It is a condition precedent to Stage 2 Completion that all relevant Escrow Material has been deposited in escrow in accordance with this clause 43.7 or, to the extent Intellectual Property in relation to Stage 2 is Escrow Material under the Project Deed, in accordance with clause 43.7 of the Project Deed.

43.8 Moral Rights

To the extent permitted by law, OF2 must not, and must take all reasonable steps to ensure that its Associates do not, sue, enforce any claim, bring any action or exercise any remedy in respect of any breach or alleged breach of any person's Moral Rights (whether before or after the date of this deed) in respect of the Stage 2 Works or the System by:

- (a) the State;
- (b) any third party to whom the State sub-licenses (whether that sub-licence is express or implied), or grants any other right to use, possess, modify, vary or amend any Licensed Intellectual Property or the Project; or
- (c) any third party to whom the State assigns any part of the Equipment.

43.9 Physical material

- (a) From time to time or on request of the State during the Term and upon termination or expiry of this deed, OF2 must deliver to the State such physical media embodying the:
 - (i) Licensed Intellectual Property (excluding the Escrow Material);
 - (ii) Third Party Software and Equipment IP which OF2 or its Associates owns or has appropriate rights to provide; and
 - (iii) all Data,

as the State reasonably requests to enable it to fully exercise its ownership and rights under the State Stage 2 Documents, including to operate and maintain the System (or permit a third party to operate or maintain the System) following the end of the Term.

(b) Without limiting **clause 43.9(a)**:

- (i) OF2 must create and deliver to the State prior to Stage 2 Completion one copy of any Software comprised in the items or materials identified in **paragraphs (a) to (d)** of the definition of Licensed Intellectual Property; and
- (ii) within 5 Business Days of any change to the Software used in the items or materials identified in **paragraphs (a) to (d)** of the definition of Licensed Intellectual Property, OF2 must deliver a copy of it to the State;
- (iii) immediately after execution of this deed, OF2 must deliver the List of Software (current as at that date) to the State as part of the List of Intellectual Property delivered under **clause 43.16(e)**; and
- (iv) within 5 Business Days of the use by OF2 of any Software which is not specified on the List of Software, OF2 must provide the State with the following information:
 - (A) name of the Software;
 - (B) owner of the Software;
 - (C) a copy of the Software licence, if any; and
 - (D) confirmation that the Software is the subject of the warranty in **clause 43.2**.

43.10 Copyright and Circuit Layout Act

This deed does not exclude or limit, or have the effect of excluding or limiting, the operation of subsection 47B(3) or sections 47C, 47D, 47E or 47F of the *Copyright Act 1968* (Cth) or Part II, Division 3 of the *Circuit Layout Act 1989* (Cth).

43.11 Third Party Software

- (a) If required by the State, OF2 must:
 - (i) on or after the termination or expiry of this deed, use commercially reasonable endeavours to sublicense or assign to the State OF2's rights under, or cause a novation to the State of OF2's rights and obligations under, or assist the State to obtain direct rights to, Third Party Licences (and must take commercially reasonable steps to ensure that the Third Party Licences make provision for this); and
 - (ii) at the State's request during the Term or if the State exercises any Step-In Rights, use commercially reasonable endeavours to sublicense to the State or assist the State to obtain direct rights to Third Party Licences.
- (b) In respect of any sub-licence, assignment, novation or any such direct rights obtained under **clause 43.11(a)**:
 - (i) each party will bear its own costs of effecting the assignment or novation or obtaining direct rights, except for any fee charged by a

relevant third party (not being OF2 or a Related Body Corporate of OF2) which will be paid by the State;

- (ii) the State will pay all costs and expenses referable to any period after the date of their assignment;
- (iii) without derogating from **clause 43.2**, OF2 must do all acts and things reasonably requested by the State to allow the State to:
 - (A) obtain copies of, and otherwise be appraised of all the terms of, and communications and information concerning, the Third Party Licences and their performance;
 - (B) exercise and enforce all rights and perform all obligations under the Third Party Licences as if named as OF2; and
 - (C) obtain such sub-licence, assignment, novation or direct rights on the same or substantially similar terms (including the remaining duration of any term) as OF2 has acquired for itself as enables it to fulfil its obligations under the State Stage 2 Documents; and
- (iv) on and from the date of the assignment or novation of such Third Party Licences, the State will:
 - (A) assume all of OF2's obligations under such Third Party Licences; and
 - (B) indemnify OF2 against all claims in respect of such Third Party Licences which arise on or from the date of assignment or novation of such Third Party Licences.

43.12 Equipment IP

OF2 must ensure that:

- (a) at the time ownership of tangible items (including computer hardware) forming part of the Stage 2 Works or the System (including, if necessary, OF2's confidential information) is transferred to and vests in the State pursuant to **clause 39**; and
- (b) at all times when the State is exercising any Step-In Rights,

the State has such perpetual, royalty-free, transferable licences of the Equipment IP as will enable the State to fully and effectively use and deal with the tangible items and to permit others to use those tangible items (including computer hardware) under contract with the State.

43.13 Perfecting licence and ownership

- (a) Without limiting any other provision of this deed, including **clause 43.16**, OF2 must do all things necessary (including executing documents) to perfect the licences and ownership granted to the State in this **clause 43** and otherwise to give effect to OF2's obligations and the State's rights under this **clause 43**.
- (b) If and to the extent the State notifies OF2 that it has failed to perform any act required under **clause 43.13(a)** and OF2 fails to then perform that act within a reasonable period as identified in that notice, OF2 will with effect from the expiry of the time period identified in the notice irrevocably appoint the State, or such other person as the State nominates from time to time, as OF2's attorney to perform the matter the subject of the notice.

43.14 Ownership of Data

Notwithstanding any other provision of this deed, OF2 agrees and acknowledges that the State owns the Data including all Intellectual Property in the Data. These ownership rights vest in the State upon creation of the Data. To the extent necessary to give effect to this, OF2 assigns to the State all of its rights, title and interest in the Data.

43.15 Patent validity

If any component of any Intellectual Property which is licensed or assigned under this deed expires through the effluxion of time or is or becomes invalid, then, without limiting the State's rights in respect of that expiry or invalidity, that component will, to that extent only, be deemed to be excluded from the Intellectual Property licensed or assigned under this deed and this deed will otherwise continue in full force and effect.

43.16 Assurance

- (a) OF2 must use reasonable endeavours to ensure that it maintains its relationship with the owner of any Licensed Intellectual Property, Third Party Software or Equipment IP.
- (b) If any circumstances occur whereby the relationship between OF2 and the owner of any Licensed Intellectual Property, Third Party Software or Equipment IP not owned by OF2 concerning the Licensed Intellectual Property, Third Party Software or Equipment IP changes or is likely to change, then OF2 must procure that:
 - (i) the owner of the Licensed Intellectual Property, Third Party Software or Equipment IP (as applicable) and OF2 must immediately notify the State, including a reasonable level of detail as to the nature of those circumstances and their effect or likely effect on the State;
 - (ii) notwithstanding those circumstances, the owner of the Licensed Intellectual Property, Third Party Software or Equipment IP (as applicable) permits the State to continue exercising its rights to the Licensed Intellectual Property, the Intellectual Property in all or any part of the Third Party Software or Equipment IP (as applicable) as if such circumstances did not occur, or as the case requires, had not occurred; and
 - (iii) the owner of the Licensed Intellectual Property, Third Party Software or Equipment IP (as applicable) and OF2 will do all such acts and things as the State reasonably requests in order to give effect to this **clause 43.16**.
- (c) Circumstances referred to in **clause 43.16(b)** include termination of any licensing arrangement or circumstances involving an inability to pay debts.
- (d) OF2 must ensure that no arrangements with respect to Intellectual Property owned by a Core IP Provider are entered into in connection with the Stage 2 Activities without OF2 and the relevant Core IP Provider having delivered to the State a duly executed Deed of Assurance in relation to any Licensed Intellectual Property, Third Party Software or Equipment IP owned by the Core IP Provider.
- (e) Immediately after the date of this deed, OF2 must deliver the List of Intellectual Property (current at that date) to the State.

- (f) Prior to entering into any arrangements with respect to any Intellectual Property which is not specified on the List of Intellectual Property, OF2 must notify the State of:
 - (i) the nature of the Intellectual Property;
 - (ii) the owner of the Intellectual Property and, if relevant, the licensor and licensee of the Intellectual Property; and
 - (iii) details of the proposed arrangements to be entered into with respect to the Intellectual Property.
- (g) The State may nominate any owner of Intellectual Property identified in a notice from OF2 under **clause 43.16(f)** as a Core IP Provider, in which case **clause 43.16(d)** will apply.
- (h) OF2 must deliver an updated List of Intellectual Property to the State within 10 Business Days of the use of any Intellectual Property not listed on the List of Intellectual Property previously delivered to the State.

43.17 State IP

- (a) The State grants to OF2 an irrevocable, royalty free non-exclusive licence (including a right to sub-license) during the Term to use, copy, modify, adapt or translate:
 - (i) the Brand;
 - (ii) the Operations and Maintenance Data;
 - (iii) all trademarks, brands and all materials protected by copyright which the State requires OF2 to use or display or include in any information provided to passengers, the community or other stakeholders as part of the Stage 2 Activities,

solely for the purposes of carrying out the Stage 2 Activities.
- (b) The licence granted in **clause 43.17(a)** (including the ability to grant further sub-licences) may be sublicensed (free of charge) by OF2 on such conditions as the State may reasonably require.

43.18 Trade Marks

- (a) OF2 acknowledges and agrees that the State owns or, where appropriate, holds the lawful registration of the Brand.
- (b) To the extent that any rights, title or interest in the Intellectual Property in the Brand or Trade Marks vests in OF2 or its Associates, OF2 assigns, and will ensure that its Associates assign, such rights, title and interest on its creation to the State.
- (c) OF2 must do all things necessary (including executing documents) and provide the State with all such assistance as is reasonably required by the State to register the Trade Marks and the Domain Names in the name of the State and to maintain that registration throughout the Term.
- (d) OF2 must ensure that where the Trade Marks appear in any written material (including any electronic material) published by or on behalf of OF2, unless otherwise authorised by the State:
 - (i) the Trade Marks must appear with the ® symbol; and

- (ii) the Trade Marks must be accompanied by the following footnote: "*The [insert trade mark] trade mark is used by OF2 under licence from the State*".
- (e) OF2 must not use the Trade Marks in a manner which is prejudicial to the State or likely to prejudice the distinctiveness of the Trade Marks or the validity of any registration for the Trade Marks.
- (f) The State may, from time to time during the Term by notice to OF2, impose reasonable requirements regarding the use of the Trade Marks, and OF2 must comply with those requirements.
- (g) OF2 must comply with any standards, directions and specifications notified by the State from time to time during the Term as to the appearance, colour, size and positioning of the Trade Marks and the footnote referred to in **clause 43.18(d)(ii)**.
- (h) OF2 must not at any time during the Term use the Trade Marks in juxtaposition to any other trade mark, embellishment or device without the prior consent of the State.
- (i) OF2 will:
 - (i) if requested by the State, take all necessary action and execute and deliver to the State all necessary documents and instruments to record OF2 as a registered user of the Trade Marks;
 - (ii) if requested by the State, submit to the State samples of all materials (including all advertisements, promotions and other marketing material) which incorporate the Trade Marks for the State's prior approval;
 - (iii) except to the extent expressly permitted by this agreement, not use or apply to register the Trade Marks as part of its corporate, business, trading or domain name;
 - (iv) not directly or indirectly contest or oppose or assist any other party to contest or oppose the State's ownership of the Trade Marks; and
 - (v) not register or use any trade mark or trade name which is substantially identical or deceptively similar to the Trade Marks.
- (j) Any and all goodwill attaching (now or in the future) to the Trade Marks as a result of use of the Trade Marks by or on behalf of or under licence from the State is and will remain the property of and enure to the State and OF2 will not obtain any rights in or to the Trade Marks.
- (k) If, during the Term, OF2 becomes aware of any infringement or unauthorised use of, act inconsistent with, challenge to or claim against or in relation to any of the Trade Marks, OF2 must promptly notify the State.
- (l) The State will have the conduct of all proceedings relating to any infringement or unauthorised use of, act inconsistent with, challenge to or claim against or in relation to any of the Trade Marks and will in its sole discretion decide what action if any to take in respect of that matter. OF2 must, at the State's reasonable cost, take any action which the State reasonably requests to bring the matter to an end.
- (m) OF2 must upon termination or expiry of this deed procure that all telephone numbers, email addresses and all other electronic addresses which are designated by OF2 for use by the general public to make contact with OF2

in relation to the operation of the System using a telecommunication network be transferred to the State.

44 Refinancings

44.1 Execution of Refinancings

- (a) OF2 must not enter into any Refinancing except if:
 - (i) the Refinancing is undertaken in accordance with this **clause 44** and OF2 has complied with all its obligations in this **clause 44**;
 - (ii) the State has given its prior consent to the Refinancing;
 - (iii) except if the Refinancing is an Assumed Refinancing, the amount and manner and timing of payment of any Refinancing Gain has been agreed or otherwise determined in accordance with this **clause 44**; and
 - (iv) the incoming financiers and OF2 have executed a deed substantially in the form of the Debt Finance Side Deed and otherwise on terms reasonably acceptable to the State.
- (b) OF2 must within 10 Business Days of the Refinancing being implemented provide the State:
 - (i) certified copies of all executed documentation in relation to the Refinancing; and
 - (ii) a copy of the Proposed Base Case Financial Model and related documentation in accordance with **clause 33**.

44.2 Notice of intended Refinancing

If OF2 intends to undertake any Refinancing, OF2 must submit to the State:

- (a) in the case of an Assumed Refinancing, a notice of intention to refinance at least 30 Business Days prior to the proposed Refinancing; and
- (b) in the case of a Refinancing (other than an Assumed Refinancing):
 - (i) a preliminary notice of intention to refinance as soon as reasonably practicable when a Refinancing is being developed (and in any event at least 40 Business Days prior to the proposed Refinancing); and
 - (ii) a notice of intention to refinance seeking its consent at least 30 Business Days prior to the proposed Refinancing.

44.3 Details for inclusion in preliminary notice

In a notice or notification under **clause 44.2(b)(i)**, OF2 must inform the State that a Refinancing is being developed. OF2 must provide the State with copies of working draft term sheets, models and other material information relevant to the Refinancing progressively and as soon as practicable after they are produced or updated by or made available to OF2 or any person negotiating or developing the Refinancing on behalf of it.

44.4 Details for inclusion in notice

In a notice or notification under **clause 44.2(a)** or **44.2(b)(ii)**, OF2 must set out:

- (a) full details as to the terms of the proposed Refinancing (including copies of all relevant draft contractual and security documentation in the form proposed to be signed by all relevant parties);
- (b) its good faith and detailed view of the impact or potential impact of the proposed Refinancing on the State's liabilities, rights or obligations under the State Stage 2 Documents;
- (c) in the case of a Refinancing (other than an Assumed Refinancing):
 - (i) the reasons why OF2 wishes to implement the Refinancing;
 - (ii) its good faith and detailed view of the impact or potential impact of the proposed Refinancing on:
 - (A) the provision of the Project by OF2;
 - (B) the performance by OF2 of its obligations under the State Stage 2 Documents;
 - (C) the financial structure or business of OF2 and its Associates;
 - (D) the State's interest under or in respect of the State Stage 2 Documents; and
 - (E) the Base Case Equity Return and Distributions;
 - (iii) a proposed mechanism for determining any Refinancing Gain, details of any anticipated Refinancing Gain and the proposed mechanism for paying the State Refinancing Share to the State;
 - (iv) all other material information in respect of the Refinancing which it believes in good faith is relevant to the State's decision to give or withhold its consent to the Refinancing; and
 - (v) copies of any documents and models (including a Proposed Base Case Financial Model and related documentation in accordance with **clause 33**) relevant to OF2's request; and
- (d) in the case of an Assumed Refinancing:
 - (i) confirmation that OF2 considers the Refinancing is an Assumed Refinancing and detailed information to enable the State to verify that the relevant Refinancing Assumptions will not be contravened; and
 - (ii) its good faith and detailed view, including supporting information, on whether the requirements of **clause 44.1** are satisfied.

44.5 State consent to Refinancing

The State must advise OF2 within 20 Business Days of receiving OF2's notice under **clause 44.2(b)(ii)** that:

- (a) it consents to the proposed Refinancing;
- (b) the proposed Refinancing is unacceptable to it and the reasons why this is the case; or
- (c) it requires further information from OF2 regarding the proposed Refinancing. If so, OF2 must provide the additional information reasonably sought by the State within a further period of 10 Business Days, after which the State must respond in terms of **clause 44.5(a)**, **44.5(b)** or **44.5(c)** within 20 Business Days of receiving the further information.

44.6 State consent not to be unreasonably withheld

Subject to **clause 44.7**, the State must not unreasonably withhold or delay its consent to a proposed Refinancing if the State is reasonably satisfied that:

- (a) the purpose of a proposed Refinancing is:
 - (i) to cure an actual or potential event of default under the Debt Financing Documents; or
 - (ii) to enable the Debt Financiers to waive a cash lock up or funding restrictions under the Debt Financing Documents in order to make payments as they fall due to the State or the D&C Contractor (Stage 2),

provided that to the extent that additional funding is raised as a consequence of the Refinancing, that amount will be deemed a Refinancing Debt Amount (unless consent is granted by the State to exclude additional funding from the Refinancing Debt Amount in accordance with **clause 44.6(c)**) and must not be taken into account in any determination of a Termination Payment under **schedule 5 (Termination Payments)**;

or:

- (b) the terms and conditions of the proposed Refinancing are arms' length commercial terms and in accordance with market practice at the relevant time;
- (c) the Refinancing would not result in any of the State's rights, obligations or liabilities (including Termination Payment amounts) under the State Stage 2 Documents being worse than they would have been if the Refinancing did not occur without adequate mitigation of the risk, compensation to the State, or both, in each case as determined by the State; and
- (d) the calculation of any Refinancing Gain and the basis on which the State is to be paid its share of the Refinancing Gain has been agreed or otherwise determined in accordance with **clause 44.9**.

44.7 State to consent to Assumed Refinancings

- (a) The State must not withhold its consent to an Assumed Refinancing.
- (b) The State may request further information from OF2 regarding a proposed Assumed Refinancing, in which event OF2 must provide the additional information reasonably sought by the State within 10 Business Days of the State's request.

44.8 Cost of State review

OF2 must pay the State's reasonable costs (including any reasonable legal or financial advisers' fees incurred by the State) in reviewing and, if approved, implementing any Refinancing proposal other than in respect of an Assumed Refinancing.

44.9 Refinancing Gain

- (a) The State will be entitled to 50% of any Refinancing Gain (**State Refinancing Share**).
- (b) The State may elect to receive the State Refinancing Share as a single payment made on or about the date of the Refinancing.

- (c) The State and OF2 will use their respective reasonable endeavours to agree the Refinancing Gain and the manner and timing of paying the State Refinancing Share to the State. For these purposes, OF2 must provide the State with all information concerning the Refinancing, the Distributions and the Project that the State may require to calculate the Refinancing Gain.
- (d) If the parties fail to agree the Refinancing Gain or the manner or timing of payment of the State Refinancing Share to the State, either party may require that the matter be determined in accordance with **clause 49**.
- (e) For these purposes the parties must require any expert or arbitrator to make his or her determination on the basis that the State is to be paid its share of the Refinancing Gain no later than any Equity Investor receives its share of the Refinancing Gain. The parties must also require the expert or arbitrator to determine any necessary changes to the Base Case Financial Model to reflect the Refinancing.

45 Representations and warranties

45.1 State representations and warranties

The State represents and warrants for the benefit of OF2 that:

- (a) it has the power to execute, deliver and perform its obligations under the State Stage 2 Documents and all necessary action has been taken to authorise their execution, delivery and performance;
- (b) each State Stage 2 Document constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (c) the execution, delivery and performance of each State Stage 2 Document does not violate any Law, or any document or agreement to which it is a party or which is binding on it or its assets.

45.2 OF2 representations and warranties

OF2 represents and warrants for the benefit of the State that:

- (a) it is duly registered and remains in existence;
- (b) the execution, delivery and performance of each Stage 2 Document to which it is a party does not violate any Law, or any document or agreement to which it is a party or which is binding on it or any of its assets;
- (c) it has taken all corporate and other action required to enter into any Stage 2 Document to which it is a party and to authorise the execution and delivery of that Stage 2 Document and the satisfaction of its obligations under it;
- (d) each Stage 2 Document to which it is a party constitutes a valid and legally binding obligation of it in accordance with its terms;
- (e) it subsists and is properly constituted;
- (f) it is not the trustee or responsible entity of any trust, nor does it hold any property subject to or impressed by any trust;
- (g) OF2 has no subsidiaries;
- (h) it is not at the date of this deed, and will not be without the prior consent of the State, be a member of any consolidated group for purposes of Part 3-90 of the *Income Tax Assessment Act 1997* (Cth), unless OF2 and each

member of the consolidated group has executed a valid tax sharing agreement approved by the State;

- (i) to the extent OF2 makes taxable importations (as defined in the GST Law) in relation to the Project, it, or the representative member of any GST Group of which OF2 is a member, is and will continue to be approved by the Commissioner to make deferred payments of GST on taxable importations for the purposes of section 33-15(1)(b) of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and Division 33 of the *A New Tax System (Goods and Services Tax) Regulations 1999* (Cth);
- (j) except as expressly disclosed to the State in such detail as the State requires (including specific reference to this **clause 45.2(j)**), no OF2 Events of Default or OF2 Termination Events have occurred or are subsisting;
- (k) it is not in default of its material obligations under any State Stage 2 Document;
- (l) it has not traded since its incorporation other than for the purposes of entering into the Stage 2 Documents to which it is a party and has no liabilities other than those that have arisen in connection with entering into those Stage 2 Documents;
- (m) except as contemplated by the Debt Finance Side Deed, subject to Laws from time to time, its obligations under the State Security will rank ahead of, and its obligations under each State Stage 2 Document (other than the State Security) will rank at least equally with, all its present and future unsecured obligations;
- (n) it does not have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (o) except as expressly disclosed to the State in such detail as the State requires (including specific reference to this **clause 45.2(o)**), there has been no material change in the financial condition of OF2 (since its incorporation) or the Equity Investors or the D&C Contractor (Stage 2) (since the date of their last audited accounts) which would prejudice the ability of OF2 to perform its obligations under the Stage 2 Documents;
- (p) except as expressly disclosed to the State in such detail as the State requires (including specific reference to this **clause 45.2(p)**), the most recently published financial statements of the Equity Investors and the D&C Contractor (Stage 2) have been prepared on a basis consistently applied and using accounting principles which are generally accepted and give a true and fair view of the financial condition of the Equity Investors and the D&C Contractor (Stage 2) and are unqualified for the period in question;
- (q) OF2 is not aware of any material facts or circumstances that have not been disclosed to the State and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this deed with OF2;
- (r) it has provided to the State all material documents relating to the financing of Stage 2; and
- (s) except as expressly disclosed to the State in such detail as the State requires (including specific reference to this **clause 45.2(s)**), no litigation, arbitration, mediation, conciliation, criminal or administrative procedures are

current, pending or to its knowledge, threatened, which, if adversely determined, would or could have a material adverse effect upon it or its ability to perform its financial or other obligations under any Stage 2 Document to which it is expressed to be a party.

45.3 Repetition of representation and warranties

Except for the representations and warranties contained in **clauses 45.2(l) and 45.2(q)**, each representation and warranty contained in this deed:

- (a) is made on the date of this deed; and
- (b) will be deemed to be repeated at Stage 2 Financial Close, on the Date of Stage 2 Completion, and on the first Business Day of each January, April, July and October until the Date of Stage 2 Close Out,

with reference to the facts and circumstances then subsisting.

46 Assignment, security, ownership and restrictions on dealings

46.1 Amendment of Stage 2 Documents

Subject to **clauses 47 and 48**, OF2 must not, without the State's consent (which consent will not be unreasonably withheld or delayed) at any time:

- (a) make or permit any amendment to, replacement of or waiver of a provision of or any supplement or agreement collateral to (other than an amendment to an Equity Document which is mechanical and immaterial);
- (b) terminate, surrender, rescind or accept the repudiation of;
- (c) permit the novation, assignment or substitution of any counterparty's right, obligation or interest in; or
- (d) enter into any agreement or arrangement which affects the operation or interpretation of,

any Stage 2 Document to which the State is not a party.

46.2 Assignment by the State

- (a) **(No assignment without consent):** Subject to **clause 46.2(b)**, the State may not sell, transfer or assign or otherwise dispose of its interest in the State Stage 2 Documents without OF2's consent.
- (b) **(Assignment of revenue rights):** The State may assign any of its rights under the State Stage 2 Documents to receive revenue.
- (c) **(Consent to be given):** OF2 must give its consent under **clause 46.2(a)** if:
 - (i) it has been provided with details of the proposed transferee and the terms and conditions of the proposed transfer;
 - (ii) the proposed transferee is an Authority of the type referred to in **paragraph (a)** of the definition of Authority and has the requisite power and financial capability to comply with the State's obligations under the relevant State Stage 2 Documents; and
 - (iii) the proposed transferee has agreed to be bound by the relevant State Stage 2 Documents.

46.3 Assignment by OF2

- (a) Except as expressly permitted by this deed, the Debt Finance Side Deed or the State Security, OF2 must not assign, novate, transfer, mortgage or charge its interest in, or obligations under, any of the Stage 2 Documents, without the State's prior approval (such approval not to be unreasonably withheld or delayed in respect of the Equity Documents).
- (b) OF2 may assign, novate or transfer its interest in the Stage 2 Documents to OF1 on Stage 2 Completion in accordance with the Modification Implementation Deed.

46.4 Financier's Securities

OF2 may, after execution of the Debt Finance Side Deed, mortgage or charge its interest under the Stage 2 Documents to secure obligations to any Debt Financier (or trustee or agent for any Debt Financier) under the Debt Financing Documents, if, and for so long only as, the Debt Financier (or the trustee or agent for the Debt Financier) is a party to the Debt Finance Side Deed.

46.5 Restrictions on dealings

OF2 must not:

- (a) create, permit or suffer any security interest over;
- (b) lease, licence, transfer, sell, part with possession of, or otherwise deal with; or
- (c) operate or use, or permit any other person to operate or use,

the System or any part of the Stage 2 Area, except as expressly permitted under this deed, the Debt Finance Side Deed, the State Security or the System Site Licence (Stage 2) or as otherwise approved by the State.

47 Share Capital Dealings

47.1 Initial status of ownership

OF2 represents and warrants that as at Stage 2 Financial Close the legal and beneficial ownership of each Group Member and the Group structure is as set out in **schedule 8 (Group Structure)**.

47.2 Restrictions on Share Capital Dealings

Subject to **clause 47.5**, OF2 undertakes not to (and undertakes to ensure that each Group Member does not):

- (a) at any time prior to the Date of Stage 2 Close Out:
 - (i) redeem, repurchase, defuse, retire or repay any share capital or units in OF2 or resolve to do so;
 - (ii) issue or agree to issue any share capital or units in OF2;
 - (iii) issue or agree to issue any warrants or options over any unissued share capital or units in OF2;
 - (iv) permit or suffer any change to (or transfer of the issued units or share capital in) OF2 or Hold Co 2, which results in OF2 ceasing to be directly and beneficially wholly owned and controlled by Hold Co 2 or Hold Co 2 ceasing to be directly and beneficially wholly owned and controlled by Hold Co; or

- (v) permit the transfer of unitholder or shareholder loans (or other loans in the nature of equity funding) made to OF2 from an Equity Investor to a party other than one wholly owned and controlled by that Equity Investor;
 - (b) allow Hold Co or Hold Co 2, at any time prior to the Date of Stage 2 Close Out, to:
 - (i) redeem, repurchase, defuse, retire or repay any units or share capital in Hold Co or Hold Co 2, or resolve to do so;
 - (ii) issue or agree to issue any units or share capital in Hold Co;
 - (iii) issue or agree to issue any warrants or options over any unissued units or unissued share capital in Hold Co or Hold Co 2;
 - (iv) permit or suffer any change (or transfer of), the issued units or share capital in Hold Co which changes the percentage of issued units or issued share capital owned (legally or beneficially) by the Equity Investors; or
 - (v) permit the transfer of unitholder or shareholder loans (or other loans in the nature of equity funding) made to Hold Co or Hold Co 2 from an Equity Investor to a party other than one wholly owned and controlled by that Equity Investor; or
 - (c) at any time prior to the Date of Stage 2 Close Out, permit or suffer any change to (or transfer of the share capital or units in) the ultimate holding company (as defined in the Corporations Act) of, or the ultimate holding trust of, or the ultimate holder of the entire limited partners' interest in an Equity Investor which results in:
 - (i) a Change in Control of OF2;
 - (ii) an entity becoming a Controlling Unit Holder of OF2; or
 - (iii) a change in the Controlling Unit Holder of OF2,
 other than as a result of the acquisition of securities which are publicly listed on a stock exchange or a Permitted Change in Control,
- (each a **Share Capital Dealing**) without the State's prior consent.

47.3 The State's right to withhold consent

- (a) Subject to **clauses 47.3(b)** and **47.5** the State may only withhold its consent to a proposed Share Capital Dealing if the State is of the reasonable opinion that:
 - (i) the new Equity Investor or Equity Investors (or any direct or indirect holding entity of the new Equity Investor or Equity Investors):
 - (A) is or are not solvent and reputable;
 - (B) has or have an interest or duty which conflicts or may conflict in a material way with the interests of the State and is or are involved in a business or activity which is incompatible, or inappropriate, in relation to the construction or operation of the System; or
 - (C) do or does not have a sufficient level of financial or technical capacity in each case having regard to the role to be performed by the Equity Investor; or

- (ii) the proposed Share Capital Dealing:
 - (A) is against the public interest;
 - (B) would adversely affect the ability or capability of OF2 to perform its obligations under any Stage 2 Document;
 - (C) would have a material adverse effect on the Project; or
 - (D) would increase the liability of, or risks accepted by, the State under the State Stage 2 Documents or in any other way in respect of the Project.
- (b) Subject to **clause 47.5**, the State's consent to a Share Capital Dealing may be given or withheld, or may be given subject to any conditions, as the State thinks fit if the Share Capital Dealing will occur during the period commencing on the date of this deed and ending on the date that is 2 years after the Date of Stage 2 Completion, except that this **clause 47.3(b)** does not apply to:
 - i) the case of a transfer of issued units or share capital in Hold Co by Aveng Australia (GCRT) Pty Ltd; or
 - ii) a Share Capital Dealing referred to in **clause 47.2(b)** to the extent the Share Capital Dealing is in relation to units or share capital issued in or by Hold Co which are publicly listed on a stock exchange.

47.4 Permitted Changes in Control

OF2 must give the State at least 15 Business Days prior notice of any Permitted Change in Control.

47.5 Permitted Share Capital Dealings

- (a) The State must not withhold its consent to a Permitted Share Capital Dealing.
 - (b) For the purposes of this deed, each of the following is a Permitted Share Capital Dealing:
 - (i) the creation of any Security Interest under, or as contemplated by, the State Security or any Debt Financing Document;
 - (ii) the issue of any units or share capital in Hold Co to an Equity Investor;
 - (A) as part of the Initial Equity Subscription or Deferred Equity Subscription (in each case as described in the Equity Documents), in accordance with the Equity Documents; or
 - (B) in order to fund a Modification or any remedial action to be undertaken by OF2 under or in connection with the Stage 2 Documents, provided that the issue of such units or share capital is to a person who is an Equity Investor immediately prior to that issue,
- in each case as contemplated by the Equity Documents;
- (iii) the redemption of any redeemable preference shares issued by Hold Co in accordance with their terms or any dealing in respect of any redemption (including the issue and redemption of any replacement redeemable preference shares or securities on the same or different terms);

- (iv) the issue of any units or share capital in Hold Co to an Equity Investor which will, in effect, replace existing units or share capital held by that Equity Investor in Hold Co, and any corresponding redemption of existing units or share capital in Hold Co;
- (v) any change to (or transfer of the issued units or share capital in) Hold Co which changes the percentage of issued units or issued share capital owned by the Equity Investors where:
 - (A) OF2 has terminated the appointment of the D&C Contractor (Stage 2) and appointed a replacement the D&C Contractor (Stage 2) under **clause 48**; and
 - (B) the change or transfer reflects the replacement of an entity that is a Related Body Corporate or Related Trust Entity of the terminated D&C Contractor (Stage 2) by an entity which is a Related Body Corporate or Related Trust Entity of the replacement D&C Contractor (Stage 2);
- (vi) a transfer of issued units or share capital in Hold Co between Equity Investors:
 - (A) by virtue of the exercise of a pre-emptive right under the Shareholders Agreement; and
 - (B) where the pre-emptive right is consequent upon an event which compels the transfer of issued units or share capital held by an Equity Investor;
- (vii) any transfer of all (but not part) of the issued units or share capital in Hold Co held by an Equity Investor to a Related Body Corporate or Related Trust Entity of that Equity Investor in accordance with the Equity Documents and provided that the transfer is conditional upon the transferred units or share capital being transferred back to the Equity Investor if the transferee ceases to be a Related Body Corporate or Related Trust Entity of the Equity Investor;
- (viii) any transfer of all (but not part) of the issued units or share capital in Hold Co held by an Equity Investor to a fund or limited partnership under common management, or having common advisory arrangements, with that Equity Investor's Equity Investor Holding Company provided that the transfer is conditional upon the transferred units or share capital being transferred back to the Equity Investor if the transferee ceases to be under common management, or to have common advisory arrangements, with that Equity Investor's Equity Investor Holding Company;
- (ix) any transfer of all (but not part) of the issued units or share capital in Hold Co held by Plenary Group Pty Ltd to the Plenary Funds;
- (x) where an Equity Investor:
 - (A) is a trustee, a transfer of issued units or share capital in Hold Co by that Equity Investor to any custodian engaged by, or to any replacement trustee of, that Equity Investor; or
 - (B) is a custodian, to the entity for whom the custodian holds the issued units or share capital or to any replacement custodian appointed by that entity; and

- (xi) the issue of any units or share capital in Hold Co to an officer, employee or contractor of Hold Co or OF2 under an employee share plan relating to units or share capital in Hold Co.

47.6 Consent

The State must advise OF2 within 10 Business Days (or such longer period as the State reasonably requests given the nature of the proposed Share Capital Dealing) of receiving OF2's request for consent pursuant to **clause 47.2**, that:

- (a) it consents to the Share Capital Dealing;
- (b) subject to **clause 47.3**, the Share Capital Dealing is unacceptable to it and the reasons why the Share Capital Dealing is unacceptable; or
- (c) it requires further information from OF2 regarding the Share Capital Dealing. If so, OF2 must provide the additional information sought by the State within a further period of 10 Business Days, after which the State must respond in terms of **clause 47.6(a)** or **47.6(b)** within 10 Business Days.

47.7 Change in Control of D&C Contractor (Stage 2)

- (a) If a Change in Control of the D&C Contractor (Stage 2) has occurred, OF2 must promptly notify the State. To the extent a Change in Control of the D&C Contractor (Stage 2) is a Permitted Change in Control:
 - (i) **clause 47.4** will apply (and notice under **clause 47.4** will satisfy the obligation to give notice under this **clause 47.7(a)**); and
 - (ii) **clause 47.7(c)** will not apply to any such Permitted Change in Control.
- (b) OF2 must provide to the State in its notification under this **clause 47.7**:
 - (i) full details of the Change in Control, including the acquisition of voting power, the change in equity interests or any other event which has caused or constituted the Change in Control; and
 - (ii) all other information necessary for the State to determine whether to exercise its rights under **clause 47.7(c)**, in relation to the Change in Control of the D&C Contractor (Stage 2).
- (c) If the State determines that it does not approve of the Change in Control which requires notification under this **clause 47.7**, because:
 - (i) the person or entity which now exercises Control of the D&C Contractor (Stage 2) is not a reputable entity or person to properly carry out the obligations of the D&C Contractor (Stage 2) under the relevant Stage 2 Documents; or
 - (ii) as a result of the Change in Control, the D&C Contractor (Stage 2) no longer:
 - (A) has sufficient expertise and ability; or
 - (B) is of sufficiently high financial and commercial standing, to properly carry out the obligations of the D&C Contractor (Stage 2) under the relevant Stage 2 Documents; or
 - (iii) the person or entity which now exercises Control of the D&C Contractor (Stage 2) is an unsuitable entity or person, having regard to the activities or business of that entity or person, and their compatibility with the obligations of the D&C Contractor (Stage 2) under the Stage 2 Documents,

OF2 must at its own cost, terminate the D&C Contract (Stage 2) and re-tender those works or services being provided by the D&C Contractor (Stage 2), in accordance with the procedure in sections 3(c) to 3(i) of the Estimated Cost Effect Schedule (as though references in those sections were to the Core Contract rather than to an ECE Event), within 60 Business Days.

- (d) The exercise of the State's rights under **clause 47.7(c)** will not relieve OF2 of any of its obligations under the State Stage 2 Documents including the performance of the Stage 2 Activities in accordance with the State Stage 2 Documents.

48 Subcontracting

48.1 Subcontracting

- (a) OF2 must not subcontract the performance of the Stage 2 Activities or any part of them except in accordance with this **clause 48**.
- (b) OF2 is not relieved of any of its liabilities or obligations under the State Stage 2 Documents as a result of any subcontracting of the Stage 2 Activities or approval of any Core Contractor or Significant Contractor, and OF2 is at all times responsible for the performance of all subcontractors (including the D&C Contractor (Stage 2) and Significant Contractors).

48.2 Core Contracts and Significant Contracts

- (a) **(Entry into Core and Significant Contracts):** OF2 must:
 - (i) promptly provide to the State a copy of each Core Contract and each Significant Contract entered into or proposed to be entered into involving any of the Stage 2 Activities;
 - (ii) not engage any new subcontractor, who would become a Core Contractor or a Significant Contractor on such engagement, without the State's prior consent;
 - (iii) ensure that no Core Contractor is engaged in connection with the Stage 2 Activities without OF2 and the relevant Core Contractor having delivered to the State a duly executed side deed, substantially in the form of the Core Contractor Side Deed (Stage 2), in respect of its Core Contract; and
 - (iv) if required by the State, procure that any Significant Contractor enter into a side deed, substantially in the form of the Core Contractor Side Deed (Stage 2), in respect of its Significant Contract.
- (b) **(Terms and conditions):** OF2:
 - (i) must ensure that each Core Contract and each Significant Contract contains provisions which:
 - (A) satisfy the requirements of **clause 52**;
 - (B) recognise the State's rights under **clauses 21, 39 and 40.2**;
 - (C) enable OF2 to comply with its novation obligations under **clauses 39.4 and 39.6**; and
 - (D) are consistent with the State's rights under **clauses 21 and 43**; and

- (ii) warrants that it will do everything necessary to ensure that the State will be able to exercise its rights under **clause 21.5(a)(v)**.
- (c) **(Compliance):** OF2 must:
 - (i) comply with its obligations under and enforce the terms of each Core Contract and each Significant Contract;
 - (ii) ensure that the D&C Contractor (Stage 2) and each Significant Contractor complies with the obligations imposed on that contractor under the D&C Contractor (Stage 2) or a Significant Contract (as applicable);
- (d) **(Disputes):** OF2 must, not later than the tenth day of each month, provide to the State details of each formal dispute with the D&C Contractor (Stage 2) or a Significant Contractor arising in connection with the Stage 2 Activities.
- (e) **(Waiver of claims):** OF2 must not, without the State's prior consent, compromise or waive any claim it may have against the D&C Contractor (Stage 2) or a Significant Contractor, if it may impact the rights of the State or the ability of OF2 to satisfy its obligations under the State Stage 2 Documents.
- (f) **(Warranties):** OF2 must obtain and ensure that the State has the benefit of warranties and guarantees offered by the D&C Contractor (Stage 2) and each Significant Contractor with respect to any part of the Stage 2 Activities.
- (g) **(Agreed form):** Unless otherwise agreed by the State, the D&C Contract (Stage 2) must remain in the form agreed by the State prior to Contract Close.
- (h) **(Amendment and termination):** OF2:
 - (i) must not, without the State's prior consent, permit any variation or amendment to, material departure from, termination, novation, assignment or replacement of:
 - (A) the D&C Contract (Stage 2); or
 - (B) a Significant Contract, if it may impact the rights of the State or the ability of OF2 to satisfy its obligations under the Stage 2 Documents;
 - (ii) must give the State notice of the termination or material amendment of a Significant Contract immediately upon OF2 becoming aware of such termination or material amendment; and
 - (iii) agrees that no amendment to, departure from, termination or assignment or replacement of the D&C Contract (Stage 2) or a Significant Contract made without the consent of the State will be binding on the State or affect or prejudice the rights of the State against OF2 under this deed or under a Core Contractor Side Deed, or in any other way.

48.3 All subcontracts

- (a) **(General obligations):** OF2 must ensure that:
 - (i) each contractor engaged in relation to the Stage 2 Activities by OF2 or its Associates is reputable and has, or has access to, sufficient experience, expertise, ability and resources to perform its obligations to the standards required by the State Stage 2 Documents; and

- (ii) no contractor is (either directly or indirectly) engaged in relation to the Stage 2 Activities by OF2 or its Associates without that contractor having taken out workers compensation insurance, public liability insurance and professional indemnity insurance as required under **clause 36**, to the extent, and for insured amounts, applicable to the relevant Stage 2 Activities to be performed by that contractor and in the case of public liability and professional indemnity insurance it will be sufficient for the purposes of this **clause 48.3(a)(ii)** if the relevant subcontractor is covered by OF2's insurance policies.
- (b) **(Disclosure of subcontracts):**
 - (i) Unless the State otherwise gives its prior consent, OF2 must ensure that any agreement it enters into in connection with Stage 2 is on terms that permit OF2 and the State to disclose:
 - (A) the agreement subject to the terms of **clause 42** (other than any Commercially Sensitive Information); and
 - (B) any information that the parties are required to keep confidential under the agreement subject to the terms of **clause 42** (other than any Commercially Sensitive Information),
 to:
 - (C) the State and its Associates; and
 - (D) proposed or prospective new operator franchisee and its Associates, who have undertaken to the State to keep the agreement and any such information confidential.
 - (ii) If OF2 fails to comply with **clause 48.3(b)(i)** in relation to any agreement, OF2, subject to **clauses 35.2 to 35.4**, must indemnify and keep indemnified the State and its Associates from and against any loss, damage, cost or expense that may be incurred or sustained by the State or its Associates arising from the disclosure of the agreement or such information to a proposed or prospective New OF2.

49 Dispute resolution

49.1 Disputes generally

Any dispute, difference, controversy or claim (**Dispute**) directly or indirectly based upon, arising out of, relating to or in connection with the Stage 2 Works, the Stage 2 Activities, the State Stage 2 Documents (including any questions relating to the existence, validity or termination of a State Stage 2 Document) or either party's conduct before the date of this deed, must be resolved in accordance with this **clause 49**.

49.2 Notice of Dispute

- (a) If a party requires a Dispute to be resolved, the party must, within the time required by **clause 49.2(b)**, give the other party notice of the Dispute, specifying:
 - (i) the Dispute;
 - (ii) particulars of the party's reasons for being dissatisfied; and

- (iii) the position which the party believes is correct.
- (b) Without limiting **clause 50**, the notice under **clause 49.2(a)** must be given to the other party and the State within 20 Business Days of the Dispute arising.

49.3 Executive Negotiation

- (a) If a notice of Dispute is given under **clause 49.2**, the Dispute must be referred to the Executive Negotiators and the Executive Negotiators must, within 5 Business Days after the date on which the notice of Dispute was given under **clause 49.2**, commence meetings and negotiations with a view to resolving the Dispute.
- (b) If the Executive Negotiators:
 - (i) have not resolved the Dispute; or
 - (ii) have not reached agreement upon a procedure to resolve the Dispute, within 20 Business Days after the date on which the notice of Dispute was given under **clause 49.2** (or such longer period of time as the Executive Negotiators or the parties may have agreed) then, whether or not the Executive Negotiators have met and undertaken negotiations with a view to resolving the Dispute:
 - (iii) if this deed provides that a Dispute will be referred to an expert for determination, either party may give the other party notice requiring that the Dispute be referred to expert determination under **clause 49.4**; or
 - (iv) if this deed does not provide that a Dispute will be referred to an expert for determination:
 - (A) the State may within 10 Business Days of the 20 Business Day period issue a notice to OF2 stating that the Dispute is to be determined by litigation pursuant to court proceedings; or
 - (B) if the State does not issue any such notice within the required time, the Dispute will be referred to arbitration under **clause 49.5**.
- (c) If the Dispute is referred to expert determination pursuant to **clause 49.3(b)**, the Executive Negotiators will attempt to agree on the expert to be appointed for the dispute resolution process.
- (d) If, within 5 Business Days of a referral pursuant to **clause 49.3(b)** to expert determination, the parties cannot agree on the expert to be appointed for the dispute resolution process, either party may request the President of the Institute of Arbitrators and Mediators Australia (**President**) to nominate a committee of not less than 3 experts (**Selected Committee**).
- (e) If the President has nominated a Selected Committee, the State must within 3 Business Days of being notified of the members of the Selected Committee advise OF2 of the expert for the purposes of **clause 49.4**, chosen from the Selected Committee.
- (f) If the State fails to select a member of the Selected Committee as the expert within that period of 3 Business Days then OF2 will be entitled to select the expert for the purposes of **clause 49.4**.

49.4 Expert determination

- (a) If a Dispute is referred to expert determination under this deed then the State will appoint, upon the referral in accordance with **clause 49.3** as expert:
 - (i) the person agreed between the parties under **clause 49.3(c)** (if applicable); or
 - (ii) a person selected in accordance with **clauses 49.3(d), 49.3(e) and 49.3(f)**.
- (b) The parties must enter into an agreement with the expert on the terms contained in **schedule 6 (Expert Determination)** or such other terms as may be agreed between the parties and the expert (**Expert Determination Agreement**).
- (c) The parties must not withhold agreement to:
 - (i) any amendment the expert requests to be made to those terms contained in the Expert Determination Agreement provided the amendment is reasonable and does not conflict with this **clause 49.4**; or
 - (ii) any reasonable fees and disbursements the expert requests to be set out in the Expert Determination Agreement between the parties and the expert.
- (d) The expert must make the determination in accordance with:
 - (i) the Expert Determination Agreement and the rules for expert determination (**Rules**) contained in Part B of **schedule 6 (Expert Determination)**; and
 - (ii) the Institute of Arbitrators and Mediators Australia Expert Determination Rules, to the extent they are not inconsistent with the Expert Determination Agreement and the Rules.
- (e) An expert determination conducted in accordance with the Expert Determination Agreement and the Rules is not an arbitration and the expert is not an arbitrator.
- (f) The determination of the expert will be final and binding unless a party serves a notice of appeal on the other party within 20 Business Days of the determination.
- (g) If a notice of appeal is given:
 - (i) by the State:
 - (A) the State may within 10 Business Days of the 20 Business Day period issue a notice to OF2 stating that the matter is to be determined by litigation pursuant to court proceedings; or
 - (B) if the State does not issue any such notice within the required time, the matter will be referred to arbitration under **clause 49.5**;
 - (ii) by OF2, it may be given between 10 Business Days and 20 Business Days following the expert's determination and the matter will be referred to arbitration under **clause 49.5**; and

- (iii) the determination of the expert will be binding on the parties until it is overturned, reversed, varied or otherwise changed by an award of an arbitrator or a court.

49.5 Arbitration

If a Dispute is referred to arbitration under **clause 49.3** or **49.4**, the arbitration will be conducted in accordance with the following procedure:

- (a) the arbitration will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules;
- (b) the seat of the arbitration will be Brisbane, Australia;
- (c) the language of the arbitration will be English;
- (d) the parties agree that:
 - (i) they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of the Dispute;
 - (ii) the arbitration conducted pursuant to this **clause 49.5** will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal;
 - (iii) in conducting the arbitration, the arbitral tribunal must take into account the matters set out in **clauses 49.5(d)(i)** and **49.5(d)(ii)**, particularly in deciding issues such as:
 - (A) the number of written submissions that will be permitted;
 - (B) if appropriate, the length of written submissions;
 - (C) the extent of document discovery permitted, if any;
 - (D) the consolidation of proceedings, when requested;
 - (E) the joinder of parties, when requested;
 - (F) the length of any hearing, if any; and
 - (G) the number of experts, if any, each party is permitted to appoint;
- (e) subject to **clauses 49.5(i)** and **49.5(j)** the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages;
- (f) the arbitral tribunal will have the power, on the application of any party to the arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party, and that each party consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration;
- (g) any award of the arbitral tribunal will be final and binding upon the parties;
- (h) the arbitration agreement will be governed by and must be construed according to the laws applying in Queensland;
- (i) the powers conferred and restrictions imposed on a court by Part 2 of the *Civil Liability Act 2003* (Qld) are not conferred on an arbitral tribunal appointed in accordance with this **clause 49**; and

- (j) the arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 2 of the *Civil Liability Act 2003* (Qld) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any dispute referred to the arbitral tribunal.

49.6 Payments

The State may withhold payment of that part of any amount which is the subject of a Dispute.

49.7 Urgent relief

Nothing in this **clause 49** will prejudice the right of a party to seek urgent injunctive or declaratory relief from a court.

49.8 Continued performance of obligations

Despite the existence of any Dispute the parties must, except as expressly provided otherwise, continue to perform their respective obligations under the State Stage 2 Documents.

49.9 Core Contract disputes

- (a) The parties acknowledge and agree that a dispute or difference arising under a Core Contract may concern the respective rights and obligations of the State and OF2 under the State Stage 2 Documents.
- (b) OF2 must inform the State immediately of any formal disputes and differences under any Core Contracts and the consequences (if any) on the operation of the State Stage 2 Documents.
- (c) In such circumstances, and if the State consents, OF2 may join the D&C Contractor (Stage 2) in the dispute resolution process under this deed, provided that the D&C Contractor (Stage 2) agrees to be bound by decisions made in accordance with the dispute resolution process under this deed to the same extent as the State and OF2.
- (d) OF2 must, in circumstances where it makes any Claim against the State as a consequence of a claim that has been made by a subcontractor (including the D&C Contractor (Stage 2)) against OF2, take reasonable steps to ensure that any such claim made by the subcontractor is bona fide, prior to making any related Claim against the State and must notify the State of the steps it has taken, and its assessment of the claim made by the subcontractor, prior to or at the same time it makes the Claim against the State.

50 Notice of Claims

50.1 Notices of Claims

Subject to any provisions of the State Stage 2 Documents containing specific notice requirements, the State and its Associates will not be liable for any Loss of, or upon any Claim by, OF2 arising out of or in any way in connection with any direction, instruction, notice or any other act or omission of the State or its Associates or any other fact, matter or thing, under, arising out of, or in connection with the Project or the Stage 2 Activities unless OF2 gives the State the notices required by **clause 50.2** and, if applicable, **clause 50.3**.

50.2 Prescribed notices

The notices referred to in **clause 50.1** are:

- (a) a notice from OF2 which must be given to the State within the earlier of:
 - (i) 15 Business Days of when OF2 first became aware of the events on which the Loss or Claim is based; or
 - (ii) 45 Business Days of the first occurrence of the event on which the Loss or Claim is based (provided that, if OF2 reasonably demonstrates that the event is not something of which it ought reasonably to have been aware within that 45 Business Day Period, the period for submission of the notice will be extended to 15 Business Days after OF2 first became aware of, or ought reasonably to have become aware of, that event),

in which OF2 states that it intends to submit a Claim and the event upon which the Claim will be based; and
- (b) a Claim by OF2 to be given to the State within 20 Business Days of giving notice under **clause 50.2(a)** and which must include:
 - (i) detailed particulars of the facts on which the Claim is based;
 - (ii) the legal basis for the Claim whether based on a term of the State Stage 2 Documents or otherwise, and if based on a term of a State Stage 2 Document, clearly identifying the specific term;
 - (iii) the facts relied upon in support of the Claim in sufficient detail to permit verification; and
 - (iv) details of the amount claimed and how it has been calculated, including any Loss.

50.3 Continuing events

If the events upon which the Claim under **clause 50.2(b)** is based or the consequences of the events are continuing, OF2 must continue to give information required by **clause 50.2(b)** within 14 Business Days after the end of each calendar month after the claim under **clause 50.2(b)** was submitted, until the events or consequences have ceased.

51 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with the State Stage 2 Documents:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

The State

Name:	Department of Transport and Main Roads
Address:	Gold Coast Light Rail Project Locked Bag 56 Southport BC Queensland 4215
Email:	peter.a.papantoniou@tmr.qld.gov.au
For the attention of:	Peter Papantoniou, Project Director

OF2

Name: GoldLinQ 2 Pty Ltd
Address: Level 29, 140 William Street
Melbourne Victoria 3000
Email: jeremy.turner@goldlinq.com.au
For the attention of: Company Secretary

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with **clause 51(b)**; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of email) upon the first to occur of:
 - (A) receipt by the sender of an email acknowledgement from the intended recipient's information system showing that the email has been delivered to the email address of that recipient;
 - (B) the time that the email enters an information system which is under the control of the intended recipient; and
 - (C) the time that the email is first opened or read by an employee or officer of the intended recipient; and
 - (iv) (in the case of delivery by hand) on delivery,but if the communication is taken to be received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

52 Proportionate liability

52.1 Exclusion of proportionate liability scheme

- (a) To the extent permitted by Law, Part 2 of the *Civil Liability Act 2003* (Qld) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under the State Stage 2 Documents whether these rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting the above, the rights, obligations and liabilities of the State and OF2 under the State Stage 2 Documents with respect to proportionate liability are as specified in this deed and not otherwise, whether these rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

52.2 Contractor not to apply proportionate liability scheme

To the extent permitted by Law:

- (a) OF2 must not seek to apply the provisions of Part 2 of the *Civil Liability Act 2003* (Qld) in relation to any claim by the State against OF2 (whether in contract, tort or otherwise); and
- (b) if any of the provisions of Part 2 of the *Civil Liability Act 2003* (Qld) are applied to any claim by the State against OF2 (whether in contract, tort or otherwise), OF2 will indemnify the State against any loss, damage, cost or expense that forms part of a claim by the State against OF2 which the State cannot recover from OF2 because of the operation of Part 2 of the *Civil Liability Act 2003* (Qld).

52.3 Subcontracts

OF2 must:

- (a) in each subcontract into which it enters for the performance of the Stage 2 Activities, include a term that (to the extent permitted by Law) excludes the application of Part 2 of the *Civil Liability Act 2003* (Qld) in relation to all and any rights, obligations or liabilities of either party under each subcontract whether these rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise; and
- (b) require the D&C Contractor (Stage 2) and each Significant Contractor to include, in any further contract that it enters into with a third party for the performance of the Stage 2 Activities, a term that (to the extent permitted by Law) excludes the application of Part 2 of the *Civil Liability Act 2003* (Qld) in relation to all and any rights, obligations or liabilities of either party under each further agreement whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise.

53 Taxes

53.1 Liability for Taxes

- (a) Subject to **clause 53.2** and **clauses 35.2 to 35.4**, OF2 must indemnify the State against, and must pay the State on demand the amount of, all Taxes incurred in connection with:
 - (i) the negotiation, preparation, execution, stamping and registration of any State Stage 2 Document;
 - (ii) the transactions that any State Stage 2 Document contemplates; and
 - (iii) any amendment to, or any consent, approval, waiver, release or discharge of or under, any State Stage 2 Document.
- (b) OF2 will be responsible for the lodgement and stamping of the State Stage 2 Documents unless otherwise notified by the State within 10 Business Days after execution of this deed that the State will attend to lodgement and stamping of the State Stage 2 Documents, in which case OF2 must promptly deliver all executed copies of the documents in its possession to the State to enable it to arrange lodgement and must co-operate with the State to arrange stamping, payment of any assessment and to dispute an assessment (at the State's cost) in accordance with the State's directions.

53.2 GST

- (a) **(Interpretation):** In this **clause 53.2**:

- (i) Except if the context suggests otherwise, terms used in this **clause 53.2** have the meanings given to those terms by the GST Law (as amended from time to time).
- (ii) Unless otherwise expressly stated, all consideration to be provided under this deed is exclusive of GST (**GST-exclusive consideration**). Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this **clause 53.2**.
- (iii) References to GST payable and input tax credit entitlement include:
 - (A) GST payable by, and the input tax credit entitlement of, the representative member for a GST group (including a GST group referred to in section 149-25 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) of which the entity is a member; and
 - (B) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory).
- (b) **(Additional amount of GST payable):** If GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:
 - (i) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply:
 - (A) in respect of a payment to which **clause 53.2(c)** applies, at the time specified in **clause 53.2(c)**; or
 - (B) in any other case, at the same time as any other consideration is to be provided for the supply;
 - (ii) the Supplier must provide a Tax Invoice to the Recipient for that supply, either at the time expressly set out in any other provision of this deed or no later than the time at which the GST-exclusive consideration for that supply is to be provided under this deed. The Recipient is not required to pay any amount in accordance with this **clause 53.2(b)** unless and until a Tax Invoice is received by the Recipient in connection with the Taxable Supply.
- (c) **(Other payments):** Notwithstanding any other provision of this **clause 53.2**:
 - (i) the parties agree that the State will not bear any net costs (including funding costs arising from timing differences) in respect of GST payable on any Taxable Supply or input tax credit in respect of any creditable acquisition to which a Completion Payment or an Additional Completion Payment relates;
 - (ii) OF2 will use its reasonable endeavours (and the State will provide such reasonable endeavours as OF2 may request) to obtain and implement an agreement by the Commissioner of Taxation to offset, in the parties' running balance accounts, OF2's liability to pay GST on a Taxable Supply to which the Completion Payments and Additional Completion Payments relate and the State's entitlement to input tax credits for a creditable acquisition to which the Completion Payments and Additional Completion Payments relate. The setting off by the

Commissioner of Taxation of the amounts in the parties' running balance accounts will be taken to satisfy any obligation of the State to pay to OF2 an amount in respect of GST on the relevant Taxable Supply (to the extent of the offset so applied by the Commissioner of Taxation);

- (iii) to the extent that the agreement to offset is not obtained or the offset is not implemented or applied by the Commissioner of Taxation under **clause 53.2(c)(ii)**, the State is not obliged to make a payment to OF2 in respect of GST in respect of a Supply to which a Completion Payment or an Additional Completion Payment relates on a Completion Payment Date or Additional Completion Payment Date (as applicable) until it has received the benefit of an input tax credit for such GST (by the input tax credit being offset against a GST or other tax liability, credited to the State's running balance account, being refunded to the State or a combination of the above);
- (iv) if the State is denied an input tax credit by the Commissioner of Taxation, the Australian Taxation Office, a Court or other appropriate government agency for all or part of the GST component in respect of a Completion Payment or an Additional Completion Payment, OF2 must reimburse the State for all or any part of the relevant GST amount it has paid to OF2 in excess of the State's input tax credit entitlement and indemnify the State for an amount equal to any penalty or interest as a result of the State claiming an input tax credit in respect of the whole of the GST component of a Completion Payment or an Additional Completion Payment (as applicable);
- (v) if **clause 53.2(c)(iv)** applies, the State will cooperate with OF2 as reasonably required by OF2 to enable the State and OF2 to discuss with the Australian Taxation Office the reasons for the denial of an input tax credit and will take reasonable steps, as reasonably directed by OF2, to dispute the denial (provided that the obligation to dispute is not a condition precedent to the operation of **clause 53.2(c)(iv)**). OF2 indemnifies the State for its costs incurred in disputing any denial of an input tax credit;
- (vi) if as a result of **clause 53.2(c)(v)**, the State's entitlement to an input tax credit is increased, the State will promptly pay to OF2 an amount equal to that increase together with any interest to which the State is entitled in relation to that amount;
- (vii) for the purposes of **clause 53.2(c)(iii)**, the State (or the State entity that is treated as making the supplies and acquisitions under the State Stage 2 Documents for GST purposes) must:
 - (A) take all reasonable steps to ensure it receives the benefit of the input tax credit in respect of a Completion Payment or an Additional Completion Payment (as applicable) from the Australian Taxation Office as quickly as possible, including reporting the relevant acquisition in the first GST return in which it can properly be reported and lodging the GST return in which the acquisition is reported no later than the due date for that GST return; and
 - (B) forward any correspondence from the Commissioner of Taxation in respect of that GST return (but only to the extent that the

correspondence relates to the relevant input tax credit) to OF2 and promptly inform OF2 of any delays or other related issues in respect of the input tax credit; and

- (viii) if at any time this deed is terminated, the obligation of OF2 to pay the State any amount in accordance with **clause 53.2(c)(iv)** continues in full force and effect.
- (d) **(Reimbursements):** Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
 - (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and;
 - (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.
- (e) **(Liability net of GST):** Any reference in the calculation of consideration under this deed to a cost, expense or other liability incurred by a person, will exclude the amount of any input tax credit entitlement of that person in relation to an acquisition to which the relevant cost, expense or other liability relates. A person will be assumed to have an entitlement to a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.
- (f) **(Revenue exclusive of GST):** Except to the extent that the contrary intention is expressly stated, any reference in this deed to price, value, sales, proceeds, revenue or a similar amount (**Revenue**), will be a reference to that Revenue determined on a GST exclusive basis.
- (g) **(Cost exclusive of GST)** Except to the extent that the contrary intention is expressly stated, any reference in this deed (other than in the calculation of consideration) to cost, expense or other similar amount (**Cost**), will be a reference to that Cost reduced by any input tax credit to which that person is entitled in relation to an acquisition to which the relevant Cost relates. A person will be assumed to have an entitlement to a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.
- (h) **(Adjustment events)** If an adjustment event arises in respect of a taxable supply made by a Supplier under this deed, the amount payable by the recipient under **clause 53.2(b)** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires and the Supplier must issue an adjustment note.
- (i) **(CPI):**
 - (i) The parties acknowledge that any increase in the rate of the GST could result in a significant inflationary impact on the CPI or other indices that may extend over a number of quarters subsequent to the increase in the rate of the GST
 - (ii) The parties agree to exclude the impact of the GST on the CPI or other indices in any relevant calculations under this deed. The parties will meet at the request of either of them in an effort to identify a replacement index or an adjustment to the published index as may be

necessary, such that there is consistency before and after the increase in the rate of GST as to what was being measured under the old index and what is being measured under the new index. To the extent that the parties cannot agree within 30 days on any appropriate adjustment to the index, or as to what is an acceptable alternative index, the dispute may be resolved in accordance with clause 49.

54 General

54.1 CPI Indexed

Unless otherwise expressly provided, a reference to "CPI Indexed" after a monetary amount in a State Stage 2 Document means that the amount will be indexed for movements in the consumer price index in accordance with the following formula:

$$A \text{ (CPI Indexed)} = A \times \frac{\text{CPI}_{Q-1}}{\text{CPI}_{\text{Base}}}$$

Where:

A is the monetary amount originally specified;

CPI_{Q-1} is the Consumer Price Index All Groups weighted average for the eight capital cities published by the Australian Bureau of Statistics for the Quarter End expressly provided for or otherwise following the date that occurs 3 months before the relevant calculation date; and

CPI_{Base} is the Consumer Price Index All Groups weighted average for the eight capital cities published by the Australian Bureau of Statistics for the Quarter End December 2015, being 108.4.

If either:

- (a) the Consumer Price Index All Groups weighted average for the eight capital cities ceases to be published quarterly; or
- (b) the method of calculation of the Consumer Price Index All Groups weighted average for the eight capital cities substantially alters,

then the Consumer Price Index All Groups weighted average for the eight capital cities is to be replaced by the nearest equivalent index as selected in good faith by the State and any necessary consequential amendments are to be made.

54.2 Replacement Body

Where a reference is made to any body or authority which ceases to exist (**Former Body**), that reference will be to that body or authority (**Replacement Body**) which then serves substantially the same functions as the Former Body. Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

54.3 Business Day

If the day on or by which anything is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

54.4 No bias against drafter

No provision of this deed is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

54.5 Excluding liability

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

54.6 Certification

For the purposes of this deed, a copy of a document will be regarded as duly certified by OF2 if it is certified as a true copy by a director, secretary or general manager of OF2.

54.7 Cost of performing obligations

Each party must perform its obligations under this deed at its own cost, unless expressly provided otherwise.

54.8 Governing Law and jurisdiction

- (a) This deed is governed by and must be construed according to the Law applying in Queensland.
- (b) Each party irrevocably:
 - (i) submits to the non exclusive jurisdiction of the courts of Queensland, 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
 - (ii) 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 54.8(b)(i)**.

54.9 Amendments

- (a) This deed may only be varied by a deed executed by or on behalf of each party.
- (b) The State Stage 2 Documents will be deemed to be amended as provided for in the Stage 2 Financial Close Adjustment Protocol.

54.10 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 another breach of that term or of a breach of any other term of this deed.

54.11 Survival of certain provisions; no merger

- (a) Without limiting **clause 54.18(a)**:
 - (i) **clauses 5.1** (The State as an Authority), **5.2** (Other Authorities), **5.4** (State Representative), **32** (Payment Provisions), **35** (Indemnity), **38.8** (Termination Payments), **38.9** (Waiver and no Claim), **39** (End of Term arrangements), **41.1** (Accounting records), **42** (Disclosure, confidentiality and publicity), **43** (Intellectual Property), **49** (Dispute

resolution), 50 (Notice of Claims), 51 (Notices), 52 (Proportionate liability), 54.8 (Governing Law), this clause 54.11, the representations and warranties given by OF2 under this deed and any other provisions which are expressed to survive termination (together, the **Surviving Clauses**) will survive rescission, termination or expiration of this deed; and

(ii) if this deed is rescinded or terminated, no party will be liable to any other party except:

(A) under the Surviving Clauses; or

(B) in respect of any breach of this deed occurring before such rescission or termination.

(b) No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

54.12 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.

54.13 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party thinks fit, unless this deed expressly provides otherwise.

54.14 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

54.15 Severance

If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under applicable Law, that provision is to be severed to the extent necessary to make this deed enforceable, and it will not affect or impair the legality, validity or enforceability of any other provision of this deed.

54.16 Exercise of remedies

Except to the extent expressly provided for in this deed:

(a) if OF2 breaches any of its obligations under any State Stage 2 Document, the State may exercise any or all of the rights and powers and pursue any or all of the remedies available to the State under the State Stage 2 Documents or enforce any other legal or equitable remedy available at Law;

(b) each and every right, power and remedy of the State will be cumulative and in addition to any other right, power and remedy, whether under a State

Stage 2 Document or at Law, which may be exercised by the State and the exercise of a right, power or remedy will not be construed to be a waiver of the right to exercise any other right, power or remedy; and

- (c) no delay or omission by the State in the exercise of any right, power or remedy will impair such right, power or remedy or constitute a waiver of the relevant breach.

54.17 Entire agreement

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

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

54.18 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

54.19 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.

54.20 Attorneys

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

54.21 Relationship between the State and OF2

Nothing in, or contemplated by, any State Stage 2 Document will be construed or interpreted as:

- (a) constituting a relationship between the State and OF2, or any other person, of partners, joint venturers, fiduciaries, employer and employee or principal and agent; or
- (b) imposing any general duty of good faith on the State to OF2 or its Associates in relation to or arising out of this deed, other than to comply with the obligations (if any) expressly stated to be assumed by the State under this deed or any other State Stage 2 Document on a good faith basis.

54.22 Contract documents to be in English

All documentation in computer readable or other written forms brought (whether before or after the date of this deed) or required to be brought into existence as part of, or for the purpose of, performing the Stage 2 Activities must be written in the English language.

54.23 Vienna convention

The UN Convention on Contracts for the International Sale of Goods (1980) does not apply to this Contract.

54.24 Related Loss

Notwithstanding any other provision of this deed, to the extent that the State is liable to OF2 for any Claim arising under this deed, the State will not be entitled to avoid or reduce its liability to OF2 on the basis that OF2 has not suffered all or part of the relevant loss or damage (**Related Loss**) solely because such Related Loss is incurred by a subcontractor (of any tier) of OF2 or because the subcontractor's right to recover such Related Loss from OF2 or any other subcontractor is deferred, suspended or dependent upon recovery or entitlement from the State, OF2 or other subcontractor or is dependent upon determination of such entitlement.

Schedules

Schedule 1 - Conditions Precedent

Schedule 2 - Certification Schedule

Schedule 3 - Construction Drawdown Schedule

Schedule 4 - Estimated Cost Effect

Schedule 5 - Termination Payments

Schedule 6 - Expert Determination

Schedule 7 - Insurances

Schedule 8 - Group Structure

Schedule 9 - Information Documents

Schedule 10 - Pro Forma Documents

Schedule 11 - Commercially Sensitive Information

Schedule 12 - Existing Private Development Applications and Private Development Approvals

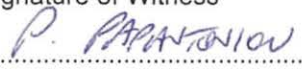
Schedule 13 - ETS Interface Requirements

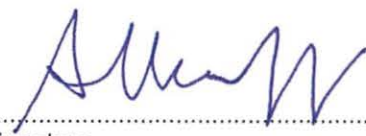
Schedule 14 – Pre-Priced Elements

Executed as a deed.

Executed for and on behalf of the
State of Queensland by the **Hon.**
Stirling Hinchliffe, Minister for
Transport and the Commonwealth
Games and **Neil Scales**, Director-
General, Department of Transport and
Main Roads, in the presence of:


.....
Signature of Witness


.....
Name of Witness (print)


.....
Signature

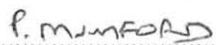

.....
Signature

Executed by **GoldLinQ 2 Pty Ltd** ACN
610 560 364 by the party's attorney
pursuant to power of attorney dated
..... who states that no notice
of revocation of the power of attorney
has been received in the presence of:


.....
Signature of Witness

DAVID JAMES DONNELLY
.....
Name of Witness (print)


.....
Signature of Attorney


.....
Name of Attorney (print)

Gold Coast Light Rail

Stage 2 Works Deed - Schedules

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Schedule 1

Conditions Precedent

No.	Condition Precedent	Condition Precedent Deadline Date
1	Stage 2 Documents (a) Execution of all State Stage 2 Documents by the State. (b) Execution of all Stage 2 Documents by all parties to those documents (other than the State) and the satisfaction or waiver of all conditions precedent to such documents (other than any condition precedent that requires the satisfaction or waiver of the conditions precedent to this deed). (c) Receipt by the State of evidence, in form and substance satisfactory to it, that any authorisation required by each of OF2, the D&C Contractor, D&C Guarantor, and the Debt Financiers (or any trustee or agent on behalf of the Debt Financiers) in connection with its entry into the Stage 2 Documents to which it is a party and the performance of its obligations under those Stage 2 Documents has been obtained and is in full force and effect.	6 May 2016
2	D&C Phase Insurance Policies The D&C Phase Insurances being effected and evidence of those insurances being provided to the State in accordance with clause 36 .	6 May 2016
3	Tax ruling OF2 obtaining a tax ruling(s) issued by and binding upon the Commissioner and the Australian Taxation Office, acceptable to the State, with respect to the key tax issues arising in relation to the proposed structure and arrangements the subject of the Stage 2 Documents. Unless agreed otherwise, the tax ruling is, at a minimum, to cover the application or non-application (as the case may be) of Division 250 of the <i>Income Tax Assessment Act 1997</i> (Cth).	6 May 2016
4	Base Case Financial Model The State receiving:	6 May 2016

No.	Condition Precedent	Condition Precedent Deadline Date
	<ul style="list-style-type: none"> (a) the Base Case Financial Model in a form or forms satisfactory to the State (which must be consistent with the Day 1 Base Case Financial Model with only those changes provided for in the Stage 2 Financial Close Adjustment Protocol or otherwise as reasonably approved by the State); (b) a letter in a form and substance satisfactory to the State confirming the Base Case Financial Model is identical to the Day 1 Base Case Financial Model except as set out in the letter; and (c) an audit report on the Base Case Financial Model acceptable to the State from an auditor acceptable to the State. 	
5	Counterparty Details	6 May 2016
	<ul style="list-style-type: none"> (a) The State receiving the Counterparty Details. (b) OF2 obtaining, and providing to the State a legal opinion, in a form and substance satisfactory to the State, regarding the validity and enforceability of the execution of any State Stage 2 Documents by any foreign entity entering into a State Stage 2 Document. 	
6	FIRB Approval	6 May 2016
	<p>If necessary, evidence of notifications under the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth) or a certified copy of the unconditional approval from the Australian Treasurer advising that there is no objection under the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth) to the ownership of OF2 or its interest in Stage 2 has been provided to the State.</p>	
7	QBCC Licence	6 May 2016
	<p>The State receiving evidence satisfactory to it that:</p> <ul style="list-style-type: none"> (a) OF2 holds, or is exempt from holding, a contractor's licence of the appropriate class under the <i>Queensland Building and Construction Commission Act 1991</i> (Qld); and (b) the D&C Contractor holds a contractor's licence of the appropriate class under the <i>Queensland Building and Construction Commission Act 1991</i> (Qld). 	

No.	Condition Precedent	Condition Precedent Deadline Date
8	WHS Accreditation The State receiving evidence satisfactory to it that the D&C Contractor is accredited under the WHS Accreditation Scheme, and that such accreditation will not expire during the D&C Phase.	6 May 2016
9	Principal Contractor The State being satisfied that it has duly appointed the D&C Contractor as the principal contractor for all of the works to be carried out on the Construction Site in accordance with the <i>Work Health and Safety Act 1995</i> (Qld).	6 May 2016
10	Native Title The State satisfying itself in relation to the processes required under the <i>Native Title Act 1993</i> (Cth) to allow for Stage 2 to be carried out in accordance with the State Stage 2 Documents.	6 May 2016
11	Stage 2 Financial Close Adjustment Protocol Evidence has been provided to the State that the Stage 2 Financial Close Adjustment Protocol has, or will contemporaneous with Stage 2 Financial Close, be complied with.	6 May 2016
12	Accreditation The State receiving evidence satisfactory to it that OF2 has accreditation for the construction of a railway, railway tracks and associated track structures.	6 May 2016
13	Stage 1 Refinancing Evidence has been provided to the State that the debt for GCRT (Stage 1) has been refinanced by OF1, or will be refinanced contemporaneous with Stage 2 Financial Close, in accordance with the terms of the Project Deed.	6 May 2016

Schedule 2

Certification Schedule

Parts	Certificate/ Notice	Issuer of Certificate /Notice	Clause
1	Qualified Fire Engineer's Certificate – Fire Engineering Brief and Fire Engineering Report	Qualified Fire Engineer	4.5.4(c) of annexure 5, PSR
1A	Proof Engineer's Certificate – Fire Engineering Brief and Fire Engineering Report	Proof Engineer	4.5.2 of annexure 5, PSR
2	Designers' Certificates – Design Stage 2 Design Documentation	Each Designer	13.7(c)(i)
3	OF2's Certificate – Design Stage 2 Design Documentation	OF2	13.7(c)(i), 13.7(c)(iv)
4	Building Surveyor's Certificate – Fire Engineering Brief and Fire Engineering Report	Building Surveyor	13.7(c)(ii) and 4.5.7 of annexure 5, PSR
5	Qualified Fire Engineer's Certificate – Design Stage 2 Design Documentation	Qualified Fire Engineer	13.7(c)(ii) and 4.5.4(e) of annexure 5, PSR
6	O&M Contractor's Certificate – Design Stage 2 Design Documentation	O&M Contractor	13.7(c)(iii)
7	Independent Verifier's Certificate – Design Stage 2 Documentation	Independent Verifier	13.7(g)
8	OF2's Certificate – Returned Works	OF2	18.2(a)(ii)
9	Returned Facility Handover Notice	9A: Property owner 9B: Authority 9C: OF2	18.2(a)(iii)
	Certificate of Returned Facility Stage 2 Completion	9D: Independent Verifier	18.2(c)(ii)
10	Designers' Certificates – Stage 2	Each Designer	17.1(e)(i)

Parts	Certificate/ Notice	Issuer of Certificate /Notice	Clause
	Completion		
11	Qualified Fire Engineer's Certificate – Stage 2 Completion	Qualified Fire Engineer	17.1(e)(ii) and 4.5.4(e) of annexure 5, PSR
12	OF2's Certificate – Stage 2 Completion	OF2	17.1(e)(iii)
13	O&M Contractor's Certificate – Stage 2 Completion	O&M Contractor	17.1(e)(iv)
14	Certificate of Stage 2 Completion	Independent Verifier	17.1(g)
15	Certificate of Stage 2 Close out	Independent Verifier	17.2(c)
16	Payment Claim	OF2	32.2; 32.11
17	Construction Payment Notice	OF2	32.3

Part 1

Qualified Fire Engineer's Certificate – Fire Engineering Brief and Fire Engineering Report

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [Insert name of Qualified Fire Engineer] (**Qualified Fire Engineer**)

In accordance with the terms of section 4.5.4(c) of annexure 5 (Engineering Design Requirements) of the PSR which is exhibit 1 of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that the Fire Engineering Brief (FEB) and all fire engineering reports have been prepared in accordance with and comply with the Stage 2 Works Deed (including the PSR).

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Qualified Fire Engineer]

RPEQ number: _____

Date:

Part 1A

Proof Engineer's Certificate – Fire Engineering Brief and Fire Engineering Report

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [Insert name of Qualified Fire Engineer] (**Qualified Fire Engineer**)

In accordance with the terms of section 4.5.2 of annexure 5 (Engineering Design Requirements) of the PSR which is exhibit 1 of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that the Fire Engineering Brief (FEB) and all fire engineering reports have been prepared in accordance with and comply with the Stage 2 Works Deed (including the PSR).

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Qualified Fire Engineer]

RPEQ number: _____

Date:

Part 2

Designers' Certificates – Design Stage 2 Design Documentation

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [Insert name of Designer] (**Designer**)

In accordance with the terms of clause 13.7(c)(i) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that the attached Design Stage 2 Design Documentation:

- (a) is appropriate for construction; and
- (a) complies with the Stage 2 Works Deed (including the PSR), and the Council Direct Deed.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Designer]

RPEQ number: _____

Date:

Part 3

OF2's Certificate – Design Stage 2 Design Documentation

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

From: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

In accordance with the terms of clauses 13.7(c)(i) and 13.7(c)(iv) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that the attached Design Stage 2 Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the State Stage 2 Documents including the PSR; and
- (c) *[does not involve or constitute a Modification]*/[involves or constitutes a Modification but that Modification has been [directed by the State by a Modification Order*]/[approved by the State by a Modification Approval*]/[directed by the State as Minor Works under clause 28 of the Stage 2 Works Deed]*].*

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

Signed for and on behalf of

GoldLinQ 2 Pty Ltd ACN 610 560 364

Date:

** delete as applicable*

Part 4

Building Surveyor's Certificate – Design Stage 2 Design Documentation

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [Insert name of Building Surveyor] (**Building Surveyor**)

In accordance with the terms of clause 13.7(c)(ii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**) and section 4.5.7 of part 1 of annexure 5 (Engineering Design Requirements) of the PSR, I hereby certify that the fire and life safety aspects of the attached Design Stage 2 Design Documentation:

- (a) satisfies the requirements of the Building Code of Australia, relevant Australian Standards, and that consultation has occurred with the Queensland Fire and Rescue Service and their comments have been addressed in the design; and
- (b) complies with the FEB, all fire engineering reports and the State Stage 2 Documents.

The following documentation is relied upon as supporting documentation in issuing this certificate:

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Building Surveyor]

QBSA number: _____

Date:

Part 5

Qualified Fire Engineer's Certificate – Design Stage 2 Design Documentation

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [Insert name of Qualified Fire Engineer] (**Qualified Fire Engineer**)

In accordance with the terms of clause 13.7(c)(ii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**) and section 4.5 of annexure 5 (Engineering Design Requirements) of the PSR, I hereby certify that, in respect of the attached Design Stage 2 Design Documentation, the design of all fire and life safety elements complies with and is consistent with the FEB and all fire engineering reports.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Qualified Fire Engineer]

RPEQ number: _____

Date:

Part 6

O&M Contractor's Certificate – Design Stage 2 Design Documentation

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: KDR Gold Coast Pty Ltd ABN 87 150 236 936 of Level 32, 140 William Street, Melbourne, Victoria 3000 (**O&M Contractor**)

In accordance with the terms of clause 13.7(c)(iii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), the O&M Contractor hereby certifies that the attached Design Stage 2 Design Documentation is acceptable from an operational perspective to enable the O&M Contractor to meet its obligations under the O&M Contract, including its obligations with respect to safety, reliability and maintenance, provided that the State has ordered or agreed with OF1 that OF1 and OF1 has ordered or agreed with the O&M Contractor under the O&M Contract that the O&M Contractor will perform the O&M Activities (including operation and maintenance) in relation to the LRV's supplied in accordance with OF Modification No.60 dated 6 November 2015. This certification is given by the O&M Contractor in its capacity as a competent operating and maintenance contractor.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

This certificate takes effect from when the Design Stage 2 Design Documentation has been certified by the Independent Verifier in accordance with clause 13.7(g)(ii) of the Stage 2 Works Deed.

Signed for and on behalf of

KDR Gold Coast Pty Ltd ABN 87 150 236 936

Date:

Part 7

Independent Verifier's Certificate – Design Stage 2 Design Documentation

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [insert] ABN [#] (**Independent Verifier**)

In accordance with the terms of clause 13.7(g) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that the attached Design Stage 2 Design Documentation complies with the State Stage 2 Documents.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Independent Verifier]

RPEQ number: _____

Date:

Part 8

OF2's Certificate – Returned Works Certificate

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

From: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

In accordance with the terms of clause 18.2(a)(ii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**):

- (a) I attach a conformance report, compliance report and As-built Information in accordance with annexure 9 (Construction Requirements) of the PSR; and
- (b) I confirm that the Returned Works in respect of the Returned Facility described generally below being carried out by OF2 have been completed in accordance with the State Stage 2 Documents, including the PSR, other than the following Minor Defects:

[insert list of Minor Defects (if any)].

Returned Facility:

Returned Works:

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

Signed for and on behalf of

GoldLinQ 2 Pty Ltd ACN 610 560 364

Date:

Part 9A

Returned Facility Handover Notice (Property owner)

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

This Deed Poll is in favour of the State.

Property Address:

- 1 I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction, other than the following Minor Defects:
 - a) Description of Returned Works
[Insert description of Returned Works]
 - b) List of Minor Defects (if any)
[Insert list of Minor Defects (if any)]
- 2 I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.
- 3 I/We release the State 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 [])

in the presence of:)

.....

Signature

.....

Signature of Witness

.....

Name of Witness in full

Part 9B

Returned Facility Handover Notice (Authority)

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street,
Melbourne Victoria 3000 (**OF2**)

From: [Insert name of Authority] (**Authority**)

I/we certify that the following work has been carried out and completed in respect of the following Returned Facility to my/our satisfaction, other than the following Minor Defects:

[Insert list of Minor Defects (if any)]

Returned Facility:

Signed for and on behalf of

[Insert name of Authority]

Date:

Part 9C

Returned Facility Handover Notice (OF2)

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

From: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

In accordance with the terms of clause 18.2(a)(iii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**):

- (a) OF2 has consulted reasonably with the owner of the Unowned Parcel where the Returned Facility described generally below is located;
- (b) the owner of that Unowned Parcel has [refused to sign a Returned Facility Handover Notice / has not signed a Returned Facility Handover Notice within 30 days of being requested to do so]*;
- (c) the Returned Works in respect of the Returned Facility described generally below have been completed in accordance with the State Stage 2 Documents, other than the following Minor Defects:
[Insert list of Minor Defects (if any)]; and
- (d) OF2 indemnifies subject to clauses 36.2 to 36.4 of the Stage 2 Works Deed, the State against any Loss or Claim by the owner or occupier of that Unowned Parcel, to the extent such Loss or Claim arises out of or in connection with the Returned Works.

Returned Facility:

Returned Works:

Unowned Parcel:

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

Signed for and on behalf of

GoldLinQ 2 Pty Ltd ACN 610 560 364

Date:

* delete as applicable

Part 9D

Certificate of Returned Facility Completion

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads
GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street,
Melbourne Victoria 3000 (**OF2**)

From: [insert] ABN [#] (**Independent Verifier**)

In accordance with the terms of clause 18.2(c)(ii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**):

- (a) the Returned Facility Completion 2 has been achieved in respect of the Returned Facility described generally below; and
- (b) the date of Returned Facility Completion 2 in respect to that Returned Facility is [insert date].

Returned Facility:

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

Signed for and on behalf of

[Insert name of Independent Verifier]

Date:

** delete as applicable*

Part 10
Designers' Certificates – Stage 2 Completion
Gold Coast Light Rail Project (**Project**)

To: The State of Queensland c/- The Department of Transport and Main Roads
(**the State**)

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street,
Melbourne Victoria 3000 (**OF2**)

From: [*Insert name of Designer*] (**Designer**)

In accordance with the terms of clause 17.1(e)(i) of the Stage 2 Works Deed between the State and OF2 dated [*insert date*] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that the Stage 2 Works (other than the Temporary Works) set out in the attached Construction Documentation, have been constructed in accordance with the Construction Documentation.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[*Insert name of Designer*]

RPEQ number: _____

Date:

Part 11

Qualified Fire Engineer's Certificate – Stage 2 Completion

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [Insert name of Qualified Fire Engineer] (**Qualified Fire Engineer**)

In accordance with the terms of clause 17.1(e)(ii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**) and section 4.5.4(d) of annexure 5 (Engineering Design Requirements) of the PSR, I hereby certify that all as-built Stage 2 Works, Acceptance Testing Plans, testing and commissioning, and operations and maintenance plans comply with and are consistent with the REB and all fire engineering reports.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Qualified Fire Engineer]

RPEQ number: _____

Date:

Part 12
OF2's Certificate – Stage 2 Completion
Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads
[insert] ABN [#] (**Independent Verifier**)

From: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

In accordance with the terms of clause 17.1(e)(iii) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that the Stage 2 Works (other than the Temporary Works):

- (a) comply with all the requirements of the State Stage 2 Documents including the PSR, other than the following Minor Defects:
[insert list of Minor Defects (if any)];
- (b) have been constructed in accordance with the Construction Documentation; and
- (c) [do not involve or constitute a Modification]*/[involve or constitute a Modification but that Modification has been [directed by the State by a Modification Order*]/[approved by the State by a Modification Approval*]/[directed by the State as Minor Works under clause 28 of the Stage 2 Works Deed]*]*.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

Signed for and on behalf of

GoldLinQ 2 Pty Ltd ACN 610 560 364

Date:

* delete as applicable

Part 13

O&M Contractor's Certificate – Stage 2 Completion

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

[insert] ABN [#] (**Independent Verifier**)

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: KDR Gold Coast Pty Ltd ABN 87 150 236 936 of Level 32, 140 William Street, Melbourne, Victoria 3000 (**O&M Contractor**)

In accordance with the terms of clause 17.1(e)(iv) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), the O&M Contractor hereby certifies that the Stage 2 Works (other than the Temporary Works) are acceptable from an operational perspective to enable the O&M Contractor to meet its obligations under the O&M Contract, including its obligations with respect to safety, reliability and maintenance, provided that the State has ordered or agreed with OF1 that OF1 and OF1 has ordered or agreed with the O&M Contractor under the O&M Contract that the O&M Contractor will perform the O&M Activities (including operation and maintenance) in relation to the LRV's supplied in accordance with OF Modification No.60 dated 6 November 2015. This certification is given by the O&M Contractor in its capacity as a competent operating and maintenance contractor.

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

Signed for and on behalf of

KDR Gold Coast Pty Ltd ABN 87 150 236 936

Date:

Part 14
Certificate of Stage 2 Completion
Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

Copy: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

From: [insert] ABN [#] (**Independent Verifier**)

In accordance with the terms of clause 17.1(g) of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby certify that:

- (a) the Stage 2 Works have been constructed in accordance with the Construction Documentation;
- (b) Stage 2 Completion has taken place;
- (a) the Date of Stage 2 Completion is [insert date]; and
- (b) [there are no Minor Defects]*/[there are the following Minor Defects:
[insert list]]*

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Independent Verifier]

RPEQ number: _____

Date:

* delete as applicable

Part 15
Certificate of Stage 2 Close Out
Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and
Main Roads
GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street,
Melbourne Victoria 3000 (**OF2**)

From: [insert] ABN [#] (**Independent Verifier**)

In accordance with the terms of clause 17.2(c) of the Stage 2 Works Deed between the
State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I
certify (other than with respect to Temporary Works) that Stage 2 Close Out has taken
place on the Date of Stage 2 Close Out specified below.

Date of Stage 2 Close Out:

Terms defined in the Stage 2 Works Deed have the same meaning in this certificate.

[Insert name of Independent Verifier]

RPEQ number: _____

Date:

Part 16 Payment Claim

Gold Coast Light Rail Project (**Project**)

To: The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

From: GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

In accordance with the terms of clause 32.2 of the Stage 2 Works Deed between the State and OF2 dated [insert date] with respect to Stage 2 (**Stage 2 Works Deed**), I hereby submit this payment claim as follows:

Date of payment claim	Payment period	Particulars of Stage 2 Works in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed
			Total amount claimed	

The following supporting documentation and information is attached:

- (a) a statement from OF2 conforming with the requirements of clause **32.10(a)** of the Stage 2 Works Deed;
- (b) a statement in writing signed by the D&C Contractor conforming with the requirements of clause **32.10(b)** of the Stage 2 Works Deed; and
- (c) a statement by OF2 conforming with the requirements of clause **32.10(c)** of the Stage 2 Works Deed.

Terms defined in the Stage 2 Works Deed have the same meaning in this claim.

This is not a tax invoice.

Signed for and on behalf of

GoldLinQ 2 Pty Ltd ACN 610 560 364

Date:

Part 17 Construction Payment Notice

Gold Coast Light Rail Project (**Project**)

GoldLinQ 2 Pty Ltd ACN 610 560 364

Level 29, 140 William Street

Melbourne Victoria 3000

(OF2)

TAX INVOICE

Recipient: [Department of Transport and Main Roads] (the State) (ABN: ** ***)	
Attention: [Mr/Ms] [****] [*****] [Department of Transport and Main Roads] [ADDRESS]	Invoice No: [*****] Date of Invoice: [*****]

Description of supply	Price excluding GST	GST	Total price including GST
Stage 2 Works			

Attached is a copy of the Drawdown Notice for the corresponding drawdown under the Construction Facility.

Terms defined in the Stage 2 Works Deed have the same meaning in this document.

Note: The above amount is payable on the terms set out in clause **32.2** of the Stage 2 Works Deed.

Signed: _____

Print name: _____

For and on behalf of
GoldLinQ 2 Pty Ltd ACN 610 560 364

Schedule3

Construction Drawdown Schedule

[illegible]

Schedule 4

Estimated Cost Effect

The Estimated Cost Effect will be determined in accordance with the provisions of this **schedule 4**.

In this **schedule 4**, references to a "section" are references to sections of this **schedule 4** and references to "clauses" and "schedules" are references to clauses and schedules of the Stage 2 Works Deed.

1 Provision of information

- (a) **(Value for money):** In determining the Estimated Cost Effect, the overriding consideration is that the State receives value for money and that the Estimated Cost Effect is fair and reasonable and is calculated in a manner that is transparent and avoids any double counting.
- (b) **(Open Book Basis):** OF2 must provide, and must:
 - (i) procure that the D&C Contractor and each Significant Contractor provides; and
 - (ii) use reasonable endeavours to procure that each other relevant subcontractor engaged, or proposed to be engaged, in relation to the Stage 2 Activities, provides,

all information referred to in this **schedule 4** on an Open Book Basis.

- (c) **(Access to information):** If required by the State, OF2 must provide, and must:
 - (i) procure that the D&C Contractor and each Significant Contractor provides; and
 - (ii) use reasonable endeavours to procure that each other relevant subcontractor engaged, or proposed to be engaged, in relation to the Stage 2 Activities, provides,

the State with full access to internal cost estimation, programming, contingency and risk information used by OF2 and its Associates (as applicable) for their own purposes, in relation to an ECE Event and, to the extent the State reasonably considers the information relevant to its assessment of the impacts of the ECE Event, in relation to the Stage 2 Activities generally.

- (d) **(Audits):** OF2 must allow, and must:
 - (i) procure that the D&C Contractor and each Significant Contractor allows; and
 - (ii) use reasonable endeavours to procure that each other relevant subcontractor engaged, or proposed to be engaged, in relation to the Stage 2 Activities, allows,

the State (or an independent party appointed by the State) to review and undertake audits to enable it to verify compliance with this **schedule 6**.

- (e) **(Auditable process)**: If, despite having used reasonable endeavours, OF2 is not able to provide the State with:
 - (i) pricing, costing and other information on an Open Book Basis in accordance with **section 1(b)**;
 - (ii) access to information in accordance with **section 1(c)**; or
 - (iii) permission to review and audit all records and information held by OF2 in accordance with **section 1(d)**,

in relation to any relevant subcontractor engaged in relation to the Stage 2 Activities (other than the D&C Contractor or a Significant Contractor), OF2 must demonstrate to the State's reasonable satisfaction that an auditable and competitive process has been carried out with respect to the ECE Event and the goods or services proposed to be provided by that contractor.

- (f) **(Further information)**: If requested by the State, OF2 must (and must procure that its Associates):
 - (i) meet with the State, or attend any meetings proposed by the State; and
 - (ii) provide further details and access to appropriately qualified personnel,

to enable the State to assess the Estimated Cost Effect.

2 Negotiations with contractors

- (a) The State reserves the right to negotiate directly with any subcontractor engaged in relation to the Stage 2 Activities in relation to any ECE Event.
- (b) OF2 must provide any reasonable assistance required by the State in negotiating with any subcontractor engaged in relation to the Stage 2 Activities.

3 Tender

If directed by the State:

- (a) under **clause 26.6**; or
- (b) with respect to an ECE Event for which any Capital Expenditure will be incurred,

OF2 must (as required by the State):

- (c) undertake a tender process which conforms and complies with the Queensland Government's the State Procurement Policy;
- (d) obtain three separate quotes from experienced and capable contractors reasonably acceptable to the State to carry out any work in respect of the ECE Event;
- (e) select a contractor from this process in consultation with the State;

- (f) permit the State to review all materials that are submitted in the tender process and provide any other information that the State reasonably requires (including such consents as are required by Law to carry out any probity investigations);
- (g) demonstrate to the reasonable satisfaction of the State that the contractor it intends to select and engage is the best choice having regard to:
 - (i) the price quoted in the prevailing market conditions;
 - (ii) the experience and capability of that contractor in the context of the ECE Event; and
 - (iii) the ability of the contractor to carry out the work in respect of the ECE Event in the manner required by this deed if the works are subcontracted to that contractor,
- (h) demonstrate that the contractor meets the requirements of the State under **clause 48**; or
- (i) decline any tender offer or not proceed with the work in respect of the ECE Event.

4 Calculation of Estimated Cost Effect

4.1 Costs

Subject to **sections 5, 7 and 8**, OF2 must calculate the sum of the following items that arise or will arise as a direct result of the occurrence of the relevant ECE Event:

- (a) the following reasonable incremental costs (excluding margins and prolongation costs of OF2 and its Associates) which will be incurred by OF2 and which are the direct result of the ECE Event or its effects (including the reasonable costs incurred in avoiding, mitigating, preventing or eliminating the effects of the ECE Event):
 - (i) incremental design costs;
 - (ii) incremental construction costs;
 - (iii) incremental manufacturing costs;
 - (iv) any external third party advisory costs;
 - (v) in the case of an ECE Event arising under **clause 26.9** only, which omits all or substantially all of the Stage 2 Works, any redundancy payments for employees of OF2 or the D&C Contractor reasonably and properly incurred as a direct result of the ECE Event, adjusted:
 - (vi) in the case of a Modification undertaken during the D&C Phase where incremental Capital Expenditure is incurred, in accordance with appendix 1 to this **schedule 6**;
- (b) plus or minus any increase or decrease respectively in the cost of insurances required under **clause 36**; and
- (c) plus:

- (i) any debt or equity financing costs for new financial accommodation or equity required to implement the change (if any) as a direct result of the ECE Event;
- (ii) if, for the ECE Event, OF2 is granted:
 - (A) an extension of time to the Date for Stage 2 Completion; or
 - (B) after the Date for Stage 2 Completion, an extension of time, under **clause 15.8**;
 - (C) any net incremental debt finance costs incurred in connection with the existing financial accommodation; and
 - (D) the amount of the prolongation costs actually incurred by OF2 and the D&C Contractor,
 for any delay period for which OF2 has been granted an extension of time;
- (iii) an amount equal to any Tax payable by it on the Estimated Cost Effect (net of any deductions) less any amounts which would not have been payable had it used all reasonable endeavours to minimise any Tax payable; and
- (iv) in respect of an ECE Event which omits Stage 2 Activities, if:
 - (A) the omitted Stage 2 Activities are all or substantially all of the scope of a subcontract (on arms' length terms) between the D&C Contractor and a subcontractor; and
 - (B) a subcontract of the type referred to in **section 4.1(c)(iv)(A)** is terminated, or modified to remove substantially all of the Stage 2 Activities that are the scope of that subcontract, as a result of the omission of the Stage 2 Activities,
 any break costs reasonably and properly incurred by the D&C Contractor as a direct result of termination, or modification to remove substantially all of the Stage 2 Activities, of that subcontract.

4.2 Deductions

OF2 must calculate the sum of the following items which arise or will arise as a direct result of the occurrence of the relevant ECE Event:

- (a) any insurance proceeds or damages or other compensation or amounts that OF2 is able to recover as a result of the occurrence of the relevant ECE Event. The parties acknowledge and agree that:
 - (i) receipt (or non-receipt) of the insurance proceeds, or uncertainty as to the quantity or timing of receipt of the same, will not delay the calculation or payment of the Estimated Cost Effect;
 - (ii) the Estimated Cost Effect will be calculated on the basis of the maximum amount of proceeds that OF2 is reasonably likely to recover assuming that OF2 has complied with its insurance obligations under **clause 36** of this deed (**Provisional Proceeds**) taking into account all information that is then available to the parties;

- (iii) if following the calculation of the Estimated Cost Effect, the insurance proceeds that OF2 actually recovers (**Actual Proceeds**):
 - (A) are less than the Provisional Proceeds, the State will, immediately on notification of the Actual Proceeds by OF2, pay to OF2 an amount equal to that by which the Provisional Proceeds exceed the Actual Proceeds (**Additional Amount**). The State will not be required to pay any interest on the Additional Amount;
 - (B) are more than the Provisional Proceeds, OF2 must immediately on receipt of the Actual Proceeds, pay to the State an amount equal to that by which the Actual Proceeds exceed the Provisional Proceeds (**OF2 Additional Amount**). OF2 will not be required to pay any interest on the OF2 Additional Amount;
 - (C) the State will not be required to make any payment under **section 4.2(a)** to the extent that the Actual Proceeds are less than the Provisional Proceeds as a result of a breach by OF2 of its obligations under the State Stage 2 Documents; and
 - (D) references to insurance proceeds in this **section 4.2(a)** are to insurance proceeds that OF2 is entitled to retain and which it has not applied and it is not obliged to apply in respect of its reinstatement obligations.
- (b) any cost avoided (including tax, financing or other benefits associated with deferred expenditure) made by or accruing to OF2 as a result of the occurrence of the relevant ECE Event provided that, in respect of an ECE Event which is a Modification, to the extent any costs avoided are of the type described in **sections 4.1(a)(i) to 4.1(a)(iii)**, those costs will be adjusted in accordance with **section 4.1(a)(vi)** and the total costs avoided for the purposes of this **section 4.2(b)** will be those costs as adjusted; and
- (c) any other amounts received or receivable by OF2 pursuant to or in accordance with the terms of this deed as a result of the occurrence of the event(s) which gave rise to, caused or constituted the ECE Event.

4.3 Determination of Estimated Cost Effect

Subject to **section 10**, the Estimated Cost Effect will be the sum of the amounts referred to in **sections 4.1** and **7** (as applicable) minus the sum of the amounts referred to in **section 4.2**, provided that there will be no double counting, and, where an item is included once, it should not be included again in the calculation because it falls into more than one of the categories set out in **sections 4.1, 4.2** and **7** and appropriate account is taken of the timing of cash flows.

5 Pre-Priced Elements

To the extent that:

- (a) an item that arises or will arise is a Pre-Priced Element (whether or not identified as such in a Modification Proposal, Modification Notice or notice given by OF2 under **clause 27.2**); and
 - (b) the PPE Expiry Date for that Pre-Priced Element has not passed,
- the Estimated Cost Effect with respect to that Pre-Priced Element will be the amount set out in **schedule 14** (without any additional allowance for design, construction, manufacturing, operation, maintenance, third party advisory costs or margins, or other adjustments under **section 4.1**).

6 Qualifying Change in Law

If a Compensation Event is due to a Project-Specific Change in Law, the State will be liable for [REDACTED] of the Estimated Cost Effect.

Each amount referred to in this **section 6** will be CPI Indexed.

7 Proximate Works

If the ECE Event arises from Proximate Works, OF2 must calculate the sum of the following items:

- (a) as OF2's reasonable, demonstrable and incremental costs which are directly attributable to, and would not have been incurred but for, OF2's performance of its obligations with respect to the Proximate Works, including:
 - (i) any external third party advisory costs;
 - (ii) any out of pocket expenses incurred by OF2; and
 - (iii) the cost of any additional staff reasonably required to be engaged by OF2 calculated in accordance with the rates set out in the Schedule of Rates to the extent applicable (in the State's reasonable opinion),

but excluding any costs incurred as a result of:

 - (iv) the failure by OF2 to comply with its obligations under any Stage 2 Document;
 - (v) the rectification of works or obligations previously performed by or on behalf of OF2 under any Stage 2 Document in circumstances where the need to perform the rectification is caused or contributed to by the negligent act or omission, or default on the part of OF2 or its Associates;
 - (vi) any default or negligent or fraudulent act or omission on the part of OF2 or its Associates; or
 - (vii) OF2 complying with its obligations under **clause 8.5** or **8.12**;
- (b) in accordance with the rates set out in the Schedule of Rates to the extent applicable (in the State's reasonable opinion);
- (c) by adding a margin of up to 10% on the costs calculated in accordance with **section 7(a)** (provided that any costs to which the margin is applied do not already include or incorporate any other margin amounts imposed

by OF2 or its Associates). OF2 will be required to demonstrate the reasonableness of the proposed margin; and

- (d) less the deductions in **section 4.2**.

8 Rates and Disputes

8.1 Dispute as to calculation

If OF2 and the State are unable to agree on any part of the calculation of the Estimated Cost Effect within 20 Business Days after the Estimated Cost Effect and its component parts and calculations are provided to the State, either party may refer the matter for resolution by expert determination in accordance with **clause 51**.

8.2 Rates to be used

Each amount calculated in accordance with this **schedule 6** will be calculated on the basis of the lower of reasonable market rates for costs and (to the extent applicable, as reasonably determined by the State) the rates set out in the Schedule of Rates or the reasonable cost agreed by the State and OF2 during design development and on the assumption that the relevant parties will take reasonable and appropriate steps to reduce, mitigate, prevent or eliminate the effects of the relevant ECE Event.

8.3 Other Dispute

If there is a dispute as to reasonable market rates for costs or whether the effects of the relevant ECE Event could have been reduced, mitigated, prevented or eliminated by reasonable and appropriate steps by OF2, the matter may be referred by either party for resolution in accordance with **clause 51**.

9 Payment and Finance

9.1 Payment

- (a) If the Estimated Cost Effect is a positive amount, OF2 will be entitled to be compensated for the Estimated Cost Effect associated with an ECE Event.
- (b) Subject to **section 9.1(b)(ii)**, the capital component of any Estimated Cost Effect which is payable to OF2 may be paid to OF2, at the State's discretion, by:
 - (i) lump sum within 30 Business Days of the determination of the Estimated Cost Effect in accordance with this **schedule 6**;
 - (ii) to the extent that part of the capital component relates to payments by OF2 to a subcontractor engaged in relation to the Stage 2 Activities, that part of the capital component must be paid by lump sum payments matching the payment obligations of OF2 under the relevant subcontract. The remainder of the capital component will be paid to OF2 by lump sum within 30 Business Days of the determination of the Estimated Cost Effect in accordance with this **schedule 6**; or

- (iii) by a combination of the methods in **sections 9.1(b)(i)** and **(ii)**.
- (c) Subject to **clauses 25.3, 26.10, 27.7(a)** and **28.5**, if the Estimated Cost Effect is a negative amount, OF2 must pay the Estimated Cost Effect to the State (except to the extent otherwise agreed by the State, acting reasonably) as follows:
 - (i) the Estimated Cost Effect may be set-off against any Estimated Cost Effect for another Modification in respect of the Stage 2 Activities, or if this is not set-off, it must be paid by OF2 to the State progressively within 10 Business Days after each month in which:
 - (A) the relevant work the subject of the Modification was performed; or
 - (B) if the Modification involved the deletion or omission of work, the relevant work which has been deleted or omitted would have been undertaken but for the Modification.

9.2 OF2 to procure finance

If the State determines that the net capital component of any Estimated Cost Effect should be compensated by way of an adjustment to the Service Payment, the State may give notice to OF2 requiring OF2 to use all reasonable endeavours to procure finance for some or all of the amount of the Estimated Cost Effect upon terms acceptable to the State.

9.3 Unable to procure finance

If OF2 is able to demonstrate to the reasonable satisfaction of the State that it is unable to finance the Estimated Cost Effect in respect of an ECE Event, compensation will be payable by the State in accordance with **section 9.1(b)(i)** or **9.1(b)(ii)**.

9.4 Amended Finance Proposal

- (a) In responding to an ECE Event, OF2 may propose amendments to its existing financing arrangements as an option for the State to consider and include in the net cost or benefits to the State of the proposal and any cash flow implications for the State including any payment required to address the costs of any early termination of hedging arrangements (**Amended Finance Proposal**).
- (b) The State will act reasonably in considering any Amended Finance Proposal, but is under no obligation to accept an Amended Finance Proposal.
- (c) If the State and OF2 agree to an Amended Finance Proposal which includes a reduction in debt, the State will pay the corresponding break costs of any early termination of hedging arrangements, to the extent such costs were included in the Amended Finance Proposal.

10 Minor Works

In respect of any Minor Works the Estimated Cost Effect will be the lower of:

- (a) the amount specified in the Minor Works Quote in respect of the Minor Works;
- (b) the amount to be incurred in accordance with the Schedule of Rates (to the extent applicable, in the State's reasonable opinion); and
- (c) the amounts actually, directly and reasonably incurred by OF2 in carrying out the Minor Works.

Appendix 1

Margins

If a Modification is undertaken and OF2 incurs any incremental Capital Expenditure, the incremental costs set out in **section 4.1(a) of schedule 4** will be adjusted by the margins set out in Table A as follows:

1. the Design Management Fee will be applied to the amount referred to in **section 4.1(a)(i) of schedule 4**;
2. the Construction Preliminaries will be applied to the amount referred to in **section 4.1(a)(ii) of schedule 4**;
3. the Manufacture Preliminaries will be applied to the amount referred to in **section 4.1(a)(iii) of schedule 4**;
4. the Construction Margin will be applied to the amount referred to in **section 4(a)(ii) of schedule 4**;
5. the Manufacture Margin will be applied to the amount referred to in **section 4.1(a)(iii) of schedule 4**; and
6. the OF2 Margin will be applied to the amount referred to in **sections 4.1(a)(i) to 4.1(a)(iii) of schedule 4**, as adjusted in accordance with **sections 1 to 6**.

Table A				
Modification Components	Maximum Modification Allowance			
	incremental Capital Expenditure	incremental Capital Expenditure	incremental Capital Expenditure	aggregate incremental Capital Expenditure of all Modifications
OF2 Margin				
Construction Margin				
Construction Preliminaries				
Manufacture Margin				
Manufacture Preliminaries				
Design Management Fee				

Appendix 2

Schedule of Rates

Description	Unit (eg. hour, day, etc)	Labour cost (\$)	Labour overhead (\$)	Other costs (\$)	Profit Margin (\$)	Total labour cost per unit
Electrical Fitter	day	●	●	●	●	●
Electrical Trades Assistant	day	●	●	●	●	●
Labourer, Class CW2 - General Labourer assisting CW3, Traffic Controller, vibrating Roller to 4t, non vibrating to 8t	day	●	●	●	●	●
Labourer, Class: CW3, rigger, dogman, scaffolder, concrete finisher, pipelayer, steelfixer, chainman, Compactor operator to 20t	day	●	●	●	●	●
Labourer, Class: CW3, Rigger/Dogger/Finisher/Fixer - Subcontractor Rate	day	●	●	●	●	●
Labourer, Class: CW4, Carpenter	day	●	●	●	●	●
Labourer, Class: CW4, Leading Hand	day	●	●	●	●	●
Labourer, Class: CW4, Cranes 20 to 40t, Excavator below 20t, Dozer D7 or below, Scraper less than 621, Backhoe, Trucks over 20t, Compactors over 20t	day	●	●	●	●	●
Labourer, Class: CW5, Carpenter	day	●	●	●	●	●

Labourer, Class: CW5, Cranes 40 to 80t, Excavator above 20t, Dozer D8 or above, Scraper greater than 621, Loader 960 and above, Grader 120 and above	day					
Labourer, Class: CW5, Boilermaker / Welder	day					
Labourer, Class: CW6, Boilermaker	day					
Labourer, Class: CW6, Carpenter	day					
Labourer, Class: CW6, Cranes in excess of 80t, Finat Trim Grader, Paver Operator, Pugmill or Batchplant Operator	day					

Each amount referred to in this Schedule of Rates will be CPI Indexed.

Schedule 5

Termination Payments

1 Definitions and Interpretation

1.1 Interpretation

In this **schedule 5**, references to a "section" are references to sections of this **schedule 5** and references to "clauses" and "schedules" are references to clauses and schedules of the Stage 2 Works Deed.

1.2 Definitions

For the purposes of this **schedule 5**, the following definitions will apply:

Base Case Equity Return means the internal rate of return on OF2 cash flows before tax and financing as shown in the Base Case Financial Model.

Capital Sum means the capital sum offered by each Compliant Tenderer under the Tender Process or the capital sum which the New OF2 is to pay to the State, in each case in consideration for the State entering into the New Contract, as the context permits or requires.

Compensation Date means either:

- (a) if **section 3.2(b)** applies, the earlier of:
 - (i) the date that the New Contract is entered into; and
 - (ii) the date on which the State pays the Termination Payment to OF2 under **section 3.6**, where the State has re-tendered the provision of the Stage 2 Activities; or
- (b) if **section 3.3** applies, the date on which the Estimated Fair Value of this deed has been agreed or determined.

Compliant Tender means a tender which meets all of the Qualification Criteria.

Compliant Tenderer means a tenderer who submits a Compliant Tender.

Deemed New Contract means an agreement on the same terms and conditions as this deed as at the Termination Date, but with the following amendments:

- (a) if this deed is terminated, then the relevant Date for Stage 2 Completion will be extended by such period as would have been granted to allow a New OF2 (had one been appointed) to achieve Stage 2 Completion;
- (b) any accrued Default Notices, Persistent Breach Notices and Final Persistent Breach Notices, Frequent Breach Notices and Final Frequent Breach Notices will be cancelled; and
- (c) the term of such contract will be equal to the period from the Termination Date to and including the Expiry Date.

Equity means all ordinary share and ordinary unit capital in, or the subordinated debt which is, in substance, equivalent to ordinary equity of, OF2.

Estimated Fair Value or **EFV** means the amount determined in accordance with **section 3.4**.

New Contract means a contract on the same terms and conditions as this deed as at the Compensation Date, but with the following amendments:

- (a) if this deed is terminated, then the Date for Completion will be extended by a period to allow a New OF2 to complete the Works;
- (b) any accrued Default Notices, Persistent Breach Notices, Final Persistent Breach Notices, Frequent Breach Notices and Final Frequent Breach Notices will be cancelled;
- (c) the term of such contract will be equal to the period from the Compensation Date until the Expiry Date;
- (d) the New OF2 will pay a Capital Sum to the State on entering into the New Contract; and
- (e) any other amendments which do not materially reduce the Capital Sum which a tenderer would be prepared to pay in consideration for the State entering into the New Contract.

New OF2 means the person who has entered or who will enter into the New Contract with the State.

Qualification Criteria means the criteria which the State requires tenderers to meet as part of the Tender Process, which will be:

- (a) criteria having substantially the same effect as the criteria applied by the State when selecting those to be invited to submit detailed proposals and any other final offers under the procurement process used in the selection of OF2 to deliver Stage 2;
- (b) the technical ability of the tenderers to deliver the Stage 2 Works;
- (c) the independence of the tenderer from OF2 and the State; and
- (d) any other relevant tender criteria selected by the State acting reasonably.

Rectification Costs means an amount equal to the reasonable and proper costs incurred by the State in curing, rectifying or remedying OF2 defaults, and reasonable and proper costs incurred in procuring alternative performance of Stage 2.

Securitisation Refund Payment has the meaning given in the Securitisation Agreement.

Senior Debt means amounts outstanding under the Debt Financing Documents by OF2 or Secure Co 2 to the Debt Financiers.

Senior Debt Interest Rate means the total net interest rate payable on Senior Debt (taking into account hedging) as provided in the Base Case Financial Model.

Subcontractor Breakage Costs means the amount reasonably and properly payable by OF2 to the D&C Contractor on termination of this deed under the D&C Contract, provided that amount is incurred under an arrangements or

agreements entered into on arms length commercial terms prior to the Termination Date and both OF2 and the D&C Contractor have used reasonable efforts to mitigate that amount.

Tender Costs means the internal and external costs reasonably incurred or reasonably expected to be incurred by the State in carrying out the Tender Process and/or in connection with any calculation of the Estimated Fair Value (including the cost of the independent expert appointed pursuant to **section 3.3(b)**).

Tender Documentation means the documentation issued by the State to request tenders from any parties interested in entering into a New Contract in accordance with **section 3.2(b)**.

Tender Process means the process by which the State request tenders from any parties interested in entering into a New Contract, evaluates the responses from those interested parties and enters into a New Contract with a New OF2, in accordance with **section 3.2(b)**.

Termination Payment means an amount calculated in accordance with this **schedule 5** (less principal payable directly to the Debt Financiers by the State following any novation of the Debt Financing Documents to the State under **section 2.1(b)(iii)**).

Termination Senior Debt means:

- (a) all amounts of Senior Debt outstanding at the Termination Date; and
- (b) all amounts, including costs of early termination of hedging arrangements and other breakage costs, payable by OF2 to the Debt Financiers as a result of prepayment under the Debt Financing Documents, subject to OF2 and the Debt Financiers mitigating all such costs to the extent reasonably possible;

less:

- (c) all credit balances on any bank accounts (other than the Insurance Proceeds Account or amounts held on trust for the State pursuant to clause 21.3(e) of the Debt Finance Side Deed) held by the Debt Financiers or any of them for or on behalf of OF2 on the Termination Date; and
- (d) all amounts, including benefits of early termination of hedging arrangements and other breakage benefits, payable by the Debt Financiers to OF2 as a result of prepayments of amounts outstanding under the Debt Financing Documents.

Voluntary Termination Equity Value has the meaning given to that term in **section 4**.

2 Termination Payment

2.1 Payment obligation

- (a) If this deed is terminated under **clause 40**, the State must pay to OF2 the Termination Payment (if applicable) on or before the date which is 90 days after the Termination Date (or if termination is pursuant to **clause 40.4**, 30 days after the Compensation Date if this is later).

- (b) If OF2 is entitled to a Termination Payment in accordance with **clause 40** and this **schedule 7**, the State will pay the Termination Payment by lump sum, provided that if the State determines to retender for Stage 2, it will be under no obligation to make any payment to OF2 until it is in receipt of the lump sum payment from the retender for Stage 2.
- (c) From the Termination Date (or the Compensation Date in the case of a Termination Payment made under **section 3.2**) until the date on which the Termination Payment is made, interest will accrue (calculated daily and compounded quarterly) on any unpaid element of the Termination Payment at the Senior Debt Interest Rate.
- (d) Notwithstanding any term of this deed, if the calculation of the Termination Payment requires the parties to take into account insurance proceeds that have not yet been received by OF2, then receipt (or non-receipt) of the insurance proceeds, or uncertainty as to the quantity or timing of receipt of the same, will not delay the calculation or payment of the Termination Payment and instead the parties will calculate the Termination Payment on the basis of the maximum amount of proceeds that OF2 is reasonably likely to recover assuming that OF2 has complied with its insurance obligations under **clause 36 (Provisional Proceeds)** taking into account all information that is then available to the parties.
- (e) If following the calculation of the Termination Payment, the insurance proceeds that OF2 actually recovers (**Actual Proceeds**):
 - (i) are less than the Provisional Proceeds, the State will, immediately on notification of the Actual Proceeds by OF2, pay to OF2 an amount equal to that by which the Provisional Proceeds exceed the Actual Proceeds (**Additional Amount**). The State will not be required to pay any interest on the Additional Amount;
 - (ii) are more than the Provisional Proceeds, OF2 must, immediately on receipt of the Actual Proceeds, pay to the State an amount equal to that by which the Actual Proceeds exceed the Provisional Proceeds (**OF2 Additional Amount**). OF2 will not be required to pay any interest on the OF2 Additional Amount;
 - (iii) the State will not be required to make any payment under **section 2.1(i)(ii)** to the extent that the Actual Proceeds are less than the Provisional Proceeds as a result of a breach by OF2 of its obligations under the State Stage 2 Documents; and
 - (iv) references to insurance proceeds in this **section 2.1(i)** are to insurance proceeds that OF2 is entitled to retain and which it has not applied and it is not obliged to apply in respect of its reinstatement obligations.
- (f) OF2 must use all reasonable endeavours to mitigate any losses or costs forming part of any Termination Payment.
- (g) Any Termination Payment payable to OF2 must be calculated in accordance with this **schedule 5** without any double counting, nor taking into account any item in any formula more than once in the calculation of any Termination Payment.

3 Termination for OF2 Default

3.1 Termination for OF2 Default

If the State terminates this deed following an OF2 Termination Event in accordance with **clause 40.4** and a Termination Payment is payable in respect of that termination (regardless of whether the State otherwise has the right to terminate for any other reason):

- (a) the State may elect to re-tender the provision of the Stage Activities in accordance with **section 3.2**; and
- (b) the Estimated Fair Value will be determined by an expert in accordance with **section 3.3**.

3.2 Re-tendering process

- (a) The State will be entitled to elect to retender the provision of the Stage 2 Activities in accordance with **section 3.1(a)** if:
 - (i) the State notifies OF2 on or before the date falling 20 Business Days after the Termination Date; and
 - (ii) OF2 or the Debt Financiers have not procured the transfer of OF2's rights and liabilities under this deed to a suitable substitute contractor and have failed to use all reasonable efforts to do so, in which case the amount of compensation payable by the State will be agreed or determined in accordance with **section 3.2(b)**.
- (b) If the State elects to re-tender the provision of the Stage 2 Activities, the following provisions will apply:
 - (i) the objective of the Tender Process will be to identify a new entity to carry out the Stage 2 Activities and deliver the Stage 2 Works, and the lowest contract price offered by a Compliant Tenderer;
 - (ii) the State will use its reasonable endeavours to complete the Tender Process as soon as practicable having regard to the assistance given by OF2 in connection with the Tender Process;
 - (iii) the State will notify OF2 of the Qualification Criteria and the other requirements and terms of the Tender Process, including the timing of the Tender Process, and will act reasonably in setting such requirements and terms; and
 - (iv) as soon as practicable after tenders have been received, the State will determine the Compliant Tenders and will notify OF2 of:
 - (A) the lowest contract price offered by a Compliant Tenderer; and
 - (B) the Tender Costs,and the Termination Payment will then be calculated in accordance with **section 3.6**.

3.3 Expert Determination

- (a) The parties will procure the services of an independent expert to determine the Estimated Fair Value of this deed based on the formula set out in **sections 3.4** and **3.5** (as applicable) and agree that the

Estimated Fair Value as determined by the independent expert will be final and binding.

- (b) All forecast amounts of revenues and costs must be calculated by the independent expert on a nominal basis as at the Termination Date, whereby future amounts are indexed at the indexation rates in the Base Case Financial Model.

3.4 Estimated Fair Value

The Estimated Fair Value will be determined by the independent expert, based on the following formula:

EFV = the lower of:

- (a) the costs (including capitalised interest and fees) properly incurred by OF2 in accordance with the Base Case Financial Model, referable to the Stage 2 Activities up to and including the Termination Date; and
- (b) the total costs (including capitalised interest and fees) forecast to be incurred in respect of the Stage 2 Activities (as set out in the Base Case Financial Model and D&C Program), less:
 - (i) if the State elected to retender the provision of the Stage 2 Activities in accordance with **section 3.2**, the lowest contract price offered by a Compliant Tenderer, provided that **section 3.2(b)(ii)** will apply (and this **section 3.2(b)(i)** will not apply) if:
 - (A) the State receives less than 2 Compliant Tenders in response to the Tender Process;
 - (B) the State elects at any time to apply **section 3.2(b)(ii)** by notice to OF2; or
 - (C) the Tender Process is not completed within 12 months from the date of issue of the Tender Documentation; or
 - (ii) the independent expert's determination of the costs to be incurred by the State (including a reasonable assessment of the risk of costs overruns) from the Termination Date to achieve Stage 2 Completion by the Date for Stage 2 Completion (as extended under the Deemed New Contract).

3.5 OF2 Termination Event Payment Amount

If this deed is terminated pursuant to **clause 38.4** and a Termination Payment is payable in respect of that termination, the Termination Payment will be calculated as follows:

Termination Payment or TP means:

$$TP = A - B - C - D - E - F - G + H - I - J - K - L$$

Where:

- A = the Estimated Fair Value calculated in accordance with **section 3.4**;
- B = an amount equal to the sum of all Pre-Completion Payments paid by the State to OF2 under this deed prior to the Termination Date (and not refunded pursuant to clause 17.3(d) of the Debt Finance Side Deed);

- C = the Tender Costs;
- D = amounts that the State is entitled to set off or deduct under this deed including, for the avoidance of doubt, the costs of carrying out any works to ensure that the Stage 2 Works or Stage 2 in accordance with the requirements of this deed and all other reasonable costs incurred by the State in connection with the relevant OF2 Termination Event and as a direct result of terminating this deed;
- E = any amounts owing by OF2 to the State under the State Stage 2 Documents as at the Termination Date;
- F = any gains which have or will accrue to OF2 as a result of the termination of this deed and any other Stage 2 Documents;
- G = the net amount (which, for the avoidance of doubt, will be net of any amount deductible under the relevant insurance policy) OF2 is entitled to retain, or would be entitled to retain had OF2 complied with the requirements of **clause 36** and the relevant insurance policy, under any insurance policy;
- H = any amounts due and payable as at the Termination Date by the State to OF2 or Secure Co 2 in accordance with the terms of the State Stage 2 Documents which remain unpaid as at the Compensation Date;
- I = the total of all cash on deposit or otherwise held to the benefit of OF2 or Secure Co 2 and any other amounts owing to OF2 as at the Termination Date (other than in the Insurance Proceeds Account, in each case only to the extent it has been taken into account in determination of the highest Capital Sum offered by a Compliant Tenderer;
- J = the total of all amounts standing to the credit of the Insurance Proceeds Account or amounts held on trust for the State pursuant to clause 21.3(e) of the Debt Finance Side Deed, as at the Termination Date, to the extent released to OF2 by the State;
- K = any amounts paid to OF2 by the State for maintenance, refurbishment or capital replacement where that maintenance, refurbishment or capital replacement has not been carried out by OF2; and
- L = the Securitisation Refund Payment.

If the Termination Payment as calculated above is zero or a negative number, the State will have no obligation to make any payment to OF2 and the State will be released from all liability to OF2 for breaches and/or termination of this deed and any other Stage 2 Documents. If the Termination Payment amount is a negative number, OF2 must reimburse the State for this amount in accordance with **paragraph 7**.

4 Voluntary Termination

If this deed is terminated pursuant to **clause 38.5**, the Termination Payment will be calculated as follows:

Termination Payment or TP means:

$$TP = A + B + C - D - E - F + G - H + I - J$$

Where:

- A = an amount equal to the Termination Senior Debt;
- B = the amount which when taken together with dividends (or other distributions) paid, interest paid and principal repaid and any other monies paid by OF2 on the Equity on or before the Termination Date taking account of the actual timing of all such payments, gives an internal rate of return on Equity equal to the Base Case Equity Return (the **Voluntary Termination Equity Value**);
- C = an amount equal to the Subcontractor Breakage Costs;
- D = any amounts owing by OF2 to the State, under the State Stage 2 Documents as at the Termination Date;
- E = any gains which have or will accrue to OF2 as a result of the termination of this deed and any other Stage 2 Documents, not included in the definition of Termination Senior Debt;
- F = the net amount (which, for the avoidance of doubt, will be net of any amount deductible under the relevant insurance policy) OF2 is entitled to retain, or would be entitled to retain had OF2 complied with the requirements of **clause 36** and the relevant insurance policy, under any insurance policy;
- G = any amounts due and payable by the State to OF2 in accordance with the terms of the State Stage 2 Documents as at the Termination Date, and only to the extent that such amounts should have been paid prior to the Termination Date but remained unpaid at the Termination Date;
- H = the total of all amounts standing to the credit of the Insurance Proceeds Account or amounts held on trust for the State pursuant to clause 21.3(e) of the Debt Finance Side Deed, as at the Termination Date, to the extent released to OF2 by the State;
- I = the total of all redundancy payments for employees of OF2 which have been or will be reasonably and properly incurred and arise as a direct result of the termination of this deed; and
- J = the Securitisation Refund Payment.

5 Termination for Force Majeure and Uninsurable Risks

If this deed is terminated pursuant to **clause 24.3** (other than as a result of the operation of **clause 38.4B(b)**), the Termination Payment will be calculated as follows:

$$TP = A - B - C - D + E - F + G - H - I$$

Where:

- A = Termination Senior Debt;

- B = any gains which have or will accrue to OF2 as a result of the termination of this deed and any other Stage 2 Documents;
- C = any amounts owing by OF2 to the State under the State Stage 2 Documents as at the Termination Date;
- D = the net amount (which, for the avoidance of doubt, will be net of any amount deductible under the relevant insurance policy) OF2 is entitled to retain, or would be entitled to retain had OF2 complied with the requirements of **clause 36** and the relevant insurance policy, under any insurance policy;
- E = any amounts due and payable by the State to OF2 in accordance with the terms of the State Stage 2 Documents as at the Termination Date, and only to the extent that such amounts should have been paid prior to the Termination Date but remained unpaid at the Termination Date;
- F = the total of all amounts standing to the credit of the Insurance Proceeds Account or amounts held on trust for the State pursuant to clause 21.3(e) of the Debt Finance Side Deed, as at the Termination Date, to the extent released to OF2 by the State;
- G = any amounts due and payable by OF2 to the D&C Contractor in respect of Stage 2 Works which have been performed or provided, or have not yet been performed or provided, but will be performed or provided prior to the Termination Date and which amounts have not yet been drawn down under the Debt Financing Documents;
- H = amounts of Equity proposed to be contributed on a deferred basis in accordance with the Base Case Financial Model, to the extent that those amounts have not been contributed as at the Termination Date; and
- I = the Securitisation Refund Payment.

6 Automatic termination due to termination of the Project Deed for Default or Force Majeure or Uninsurable Risks

If this deed is terminated pursuant to **clause 38.4B(b)** or **(c)**, the Termination Payment will be calculated as follows:

Termination Payment or TP means the greater of the amount calculated under paragraph (a) or paragraph (b) below:

$$(a) \quad TP = A - B - D + E - F + G - H - I$$

Where:

- A = Termination Senior Debt (provided that any outstanding interest is calculated at the applicable non-default rate (however described) and no amounts are included in the calculation of Termination Senior Debt in respect of any Debt Financier work, consent or internal costs or charges or third party advisor fees or charges);

- B = any gains which have or will accrue to OF2 as a result of the termination of this deed and any other Stage 2 Documents;
- D = the net amount (which, for the avoidance of doubt, will be net of any amount deductible under the relevant insurance policy) OF2 is entitled to retain, or would be entitled to retain had OF2 complied with the requirements of **clause 36** and the relevant insurance policy, under any insurance policy;
- E = any amounts due and payable by the State to OF2 in accordance with the terms of the State Stage 2 Documents as at the Termination Date, and only to the extent that such amounts should have been paid prior to the Termination Date but remained unpaid at the Termination Date;
- F = the total of all amounts standing to the credit of the Insurance Proceeds Account or amounts held on trust for the State pursuant to clause 21.3(e) of the Debt Finance Side Deed, as at the Termination Date, to the extent released to OF2 by the State;
- G = any amounts due and payable by OF2 to the D&C Contractor in respect of Stage 2 Works which have been performed or provided, or have not yet been performed or provided, but will be performed or provided prior to the Termination Date and which amounts have not yet been drawn down under the Debt Financing Documents;
- H = amounts of Equity proposed to be contributed on a deferred basis in accordance with the Base Case Financial Model, to the extent that those amounts have not been contributed as at the Termination Date; and
- I = the Securitisation Refund Payment; or

(b) $TP = A - B - C - D - E - F - G + H - I - J - K - L$

Where:

- A = the Estimated Fair Value calculated in accordance with **section 3.4** (other than **section 3.4(b)(i)**);
- B = an amount equal to the sum of all Pre-Completion Payments paid by the State to OF2 under the Debt Finance Side Deed prior to the Termination Date;
- D = amounts that the State is entitled to set off or deduct under this deed including, for the avoidance of doubt, the costs of carrying out any works to ensure that the Stage 2 Works or Stage 2 is in accordance with the requirements of this deed;
- E = any amounts owing by OF2 to the State under the State Stage 2 Documents as at the Termination Date;
- F = any gains which have or will accrue to OF2 as a result of the termination of this deed and any other Stage 2 Documents;
- G = the net amount (which, for the avoidance of doubt, will be net of any amount deductible under the relevant insurance policy) OF2 is entitled to retain, or would be entitled to retain had OF2 complied with the requirements of **clause 36** and the relevant insurance policy, under any insurance policy;

- H = any amounts due and payable as at the Termination Date by the State to OF2 or Secure Co 2 in accordance with the terms of the State Stage 2 Documents which remain unpaid as at the Compensation Date;
- I = the total of all cash on deposit or otherwise held to the benefit of OF2 or Secure Co 2 and any other amounts owing to OF2 as at the Termination Date;
- J = the total of all amounts standing to the credit of the Insurance Proceeds Account or amounts held on trust for the State pursuant to clause 21.3(e) of the Debt Finance Side Deed, as at the Termination Date, to the extent released to OF2 by the State;
- K = any amounts paid to OF2 by the State for maintenance, refurbishment or capital replacement where that maintenance, refurbishment or capital replacement has not been carried out by OF2; and
- L = the Securitisation Refund Payment.

If the Termination Payment as calculated above is zero or a negative number, the State will have no obligation to make any payment to OF2 and the State will be released from all liability to OF2 for breaches and/or termination of this deed and any other Stage 2 Documents. If the Termination Payment amount is a negative number, OF2 must reimburse the State for this amount in accordance with **paragraph 7**.

7 Negative Termination Amount

If the Termination Payment calculated under this **schedule 5** is a negative amount, the State will be entitled to deduct the negative amount from the Securitisation Refund Payment payable by the State to Secure Co 2 under the Securitisation Agreement following the termination of this deed, provided that if the negative amount is equal to or greater than the Securitisation Refund Payment, the amount of the Securitisation Refund Payment will be deemed to be zero.

Schedule 6

Expert Determination

Part A: Expert Determination Agreement

The State of Queensland

GoldLinQ 2 Pty Ltd

[Expert]

Gold Coast Light Rail

Expert Determination Agreement

Expert Determination Agreement dated

Parties

The State of Queensland (the **State**) c/- The Department of Transport and Main Roads

GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 140 William Street, Melbourne Victoria 3000 (**OF2**)

[] ABN [] of [] (**Expert**)

Background

- A. The State and OF2 are parties to the Stage 2 Works Deed.
- B. By notice dated *[insert date]*, [the State]/[OF2] requires that the Dispute is determined by an Expert appointed under **clause 49.4** of the Stage 2 Works Deed.
- C. The Expert has been appointed to determine the Dispute in accordance with the Expert Determination Process.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this agreement:

Determination means the determination of the Dispute in accordance with the Expert Determination Process.

Dispute means the dispute described in **schedule 1**.

Expert Determination Process means the process for determining the Dispute as set out in the Stage 2 Works Deed, this agreement and the Rules.

Expert's Fees and Disbursements means the Expert's fees and disbursements calculated in accordance with **schedule 2**.

Stage 2 Works Deed means the deed entitled "Gold Coast Light Rail Stage 2 Works Deed" between the State and OF2.

Rules means the rules for the Expert Determination Process set out in Part B.

1.2 Terms defined in Stage 2 Works Deed

Except as otherwise defined in **clause 1.1**, terms used in this agreement that are defined in the Stage 2 Works Deed will have the same meanings in this agreement.

1.3 Interpretation

In this agreement:

- (a) headings and subheadings are for convenience only and do not affect interpretation;

and the following rules apply in interpreting this agreement unless the context makes it clear that a rule is not intended to apply:

- (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;
- (e) a reference to a document (including this agreement) 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 agreement, and a reference to this agreement 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) the term "may" when used in the context of a power or right exercisable by the State means that the State can exercise that power or right in its absolute and unfettered discretion and the State has no obligation to OF2 to do so;
- (k) if a right or remedy is conferred on the State under this agreement, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the State under this agreement or otherwise according to Law;
- (l) includes in any form is not a word of limitation;
- (m) a reference to \$ or dollar is to Australian currency; and
- (n) references to a submission, statement, response, notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words), are references to a submission, statement, response, notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words) in writing.

2. Appointment and Role of Expert

- (a) The parties appoint the Expert to determine the Dispute in the manner and within the times set out in this agreement and the Rules, and the Expert accepts the appointment on the basis set out in this agreement.
- (b) The parties and the Expert agree that:
 - (i) the Expert will act as an expert and not as an arbitrator;
 - (ii) neither the Determination, nor the Expert Determination Process is an arbitration and any conference conducted during the Expert Determination Process is not a hearing conducted under any legislation or rules relating to any form of arbitration;
 - (iii) the rules of evidence do not apply to the Expert Determination Process or to the Determination; and
 - (iv) in making the Determination or conducting the Expert Determination process the Expert must proceed in accordance with:
 - (A) the Law;
 - (B) the Stage 2 Works Deed;
 - (C) this agreement;
 - (D) the Rules; and
 - (E) the requirements of procedural fairness.
- (c) The Expert:
 - (i) warrants that it has no conflict of interest that might reasonably be considered to adversely affect the Expert's capacity to act independently or impartially; and
 - (ii) must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's capacity to act independently or impartially.
- (d) If, at any time during the Expert Determination Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's capacity to act independently or impartially in relation to the Dispute, the Expert must inform the parties immediately.
- (e) This agreement will terminate 7 days after the notice is provided by the Expert under **clause 2(d)** or a notice is provided under clause 5.2 of the Rules, unless the parties agree otherwise.

3. Confidentiality

All proceedings and submissions relating to the Expert Determination Process (including the fact that any step in the Expert Determination Process is occurring), and all documents prepared for the purposes of the Expert Determination Process (including the Determination), must be kept

confidential between the parties and the Expert. No such proceedings, submissions or documents, nor any other information relating to or arising out of the Expert Determination Process, may be divulged to any other person, except with the prior consent of both parties or as may be required by law or to the extent necessary to give effect to or enforce the Determination.

4. Costs and fees

- (a) As between the parties and the Expert, the parties are jointly and severally liable for the payment of the Expert's Fees and Disbursements. The parties agree to comply with any reasonable direction from the Expert as to the provision of security deposits in respect of the Expert's Fees and Disbursements.
- (b) The parties agree as between themselves that:
 - (i) they will each pay one half of:
 - (A) the Expert's Fees and Disbursements; and
 - (B) any third party costs incurred in holding the conference referred to in clause 3 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 the Expert Determination Process, including their legal costs and the costs of any consultants they engage.

5. Exclusion of liability

Except in the case of fraud, wilful default or a breach of the warranty in **clause 2(c)(i)**, the Expert will not be liable to either party for any act or omission by the Expert in the performance or purported performance of this agreement.

6. Co-operation of the Parties

- (a) Each party agrees to:
 - (i) do all things reasonably necessary for the proper, expeditious and cost effective conduct of the Expert Determination Process;
 - (ii) to comply with the reasonable requests and directions of the Expert in relation to the conduct of the Expert Determination Process; and
 - (iii) be represented at any conference convened by the Expert by a person or persons with authority to agree on procedural matters;
- (b) If a party does not comply with the Expert's reasonable directions, the Expert may continue with the Expert Determination Process and determine the Dispute despite the non-compliance.

7. Subsequent Proceedings

The Expert will not accept an appointment as an arbitrator, advocate or adviser to a Party in any arbitral, judicial or adjudication proceedings relating to the Dispute or any part of it. Neither party will take action to cause the Expert to breach this **clause 7**.

8. Governing law

This agreement is governed by and must be construed according to the Law applying in Queensland.

9. Urgent relief

Nothing in this agreement or the Rules will prejudice the right of a party to seek urgent interlocutory relief in respect of the Dispute.

10. Jurisdiction

The parties and the Expert irrevocably:

- (a) submit to the non-exclusive jurisdiction of the courts of the State of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement; and
- (b) waive any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceeding has been brought in an inconvenient forum, if that venue falls within **clause 10(a)**.

11. GST

11.1 Interpretation

- (a) Except if the context suggests otherwise, terms used in this **clause 11** have the meanings given to those terms by the GST Law (as amended from time to time).
- (b) Unless otherwise expressly stated, all consideration to be provided under this agreement is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this **clause 11**.
- (c) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

11.2 Reimbursements

Where a party is required under this agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

11.3 Additional amount of GST payable

If GST becomes payable on any supply made by a party (Supplier) under or in connection with this agreement:

- (a) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and
- (b) the Supplier must provide a Tax Invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with **clause 11.3(a)**.

11.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a Supplier under this agreement, the amount payable by the recipient under **clause 11.3(a)** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

12. General

12.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

The State

Name:	[]
Address:	[]
Fax:	[]
For the attention of:	[]

OF2

Name: []
Address: []
Fax: []
For the attention of: []

Expert

Name: []
Address: []
Fax: []
For the attention of: []

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with **clause 12.1(b)**; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

12.2 Further acts and documents

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

12.3 Counterparts

This agreement may be executed in any number of counterparts and by each of the parties and the Expert on separate counterparts. Each counterpart constitutes an original of this agreement, and all together constitute one agreement.

Schedule 1

The Dispute

[Insert description of the Dispute]

Part B: Rules

1. Commencement

The Expert Determination Process commences when the parties and the Expert enter into the agreement to which these Rules form a part.

2. Submissions

2.1 Within 7 days of the commencement of the Expert Determination Process, the party that gave the Notice of Dispute under clause 60 of the Stage 2 Works Deed (**Claimant**) must give the other party (**Respondent**) and the Expert:

- (a) a statement setting out the particulars of the Dispute referred for Determination;
- (b) any agreed statement of facts;
- (c) a submission on the legal and factual issues of its claim; and
- (d) all documents and other evidentiary material on which it relies.

(together, the **Claimant's Submissions**).

2.2 Within 7 days of receiving the Claimant's Submissions, the Respondent must give the Claimant and the Expert a response to the Claimant's Submissions including any cross-claim (**Respondent's Submissions**).

2.3 Within 7 days of receiving the Respondent's Submissions the Claimant must give the Respondent and the Expert a response to the cross-claim and if the Expert considers it appropriate may reply to matters (other than the cross-claim (if any)) addressed in the Respondent's Submissions (**Claimant's Submissions in Reply**). The Claimant's Submissions in Reply must not raise new matters.

2.4 If the Expert considers it appropriate, within 7 days of receiving the Claimant's Submissions in Reply (if any) the Respondent may reply to the claimant's submissions in respect of the cross-claim (if any) and the other matters addressed in the Claimant's Submissions in Reply (if any) (**Respondent's Submissions in Reply**). The Respondent's Submissions in Reply must not raise new matters.

2.5 If the Expert decides further information or documentation (including submissions) is required for the Determination, the Expert may direct the parties to provide such further information or documentation (including submissions) as the Expert may require.

2.6 The Expert must disclose to both parties all information or documentation (including submissions) received by the Expert on a private and confidential basis.

2.7 Any times fixed pursuant to these Rules may be varied by agreement of the parties. In the absence of such agreement, or proper cause being shown by a party, the Expert may vary the times fixed on such terms as he or she considers reasonable in the circumstances.

3. Conference

- 3.1 The Expert may, if he or she thinks appropriate, call a conference of the parties. Unless the parties agree otherwise, the conference will be held at the Gold Coast, Queensland, Australia.
- 3.2 At least 14 days before the conference, the Expert must inform the parties in writing of the date, venue and agenda for the conference.
- 3.3 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 3.1**, the Expert and the other party may nevertheless proceed with the conference.
- 3.4 The parties:
 - (a) may be accompanied but not represented at a conference by legal or other advisers; and
 - (b) will be bound by any procedural directions as may be given by the Expert in relation to the conference both before and during the course of the conference.
- 3.5 The conference must be held in private.
- 3.6 If required by either party, transcripts of the conference proceedings must be taken and made available to the Expert and the parties on a private and confidential basis.

4. View

- 4.1 Upon the application of a party or at the Expert's own volition, the Expert may direct that a view be conducted of any place or thing relevant to the Dispute by the Expert in the presence of the parties.
- 4.2 The Expert may draw any reasonable inference from what the Expert sees, hears or otherwise observes during a view.
- 4.3 If a party fails to attend a view, the Expert may nevertheless proceed with the view.

5. Engagement of advisers and consultants by Expert

- 5.1 The Expert may engage his or her own advisers and consultants, including lawyers, accountants, bankers, engineers or other technical consultants, to provide information to assist the Expert in his or her Determination, unless both parties object to the engagement, and subject to the following process:
 - (a) the Expert must notify the parties of any proposed engagement;
 - (b) the parties may make submissions to the Expert on the selection of such a person, including any qualifications and expertise that may be required;
 - (c) the Expert must obtain the parties prior consent to provide any information relating to the Expert Determination to the persons to be engaged by the Expert;
 - (d) before disclosure of any information relating to the Expert Determination to the persons engaged by the Expert under this clause, the Expert must obtain a confidentiality undertaking from those persons with respect to that information on the same terms as clause 3 of the agreement;

- (e) the Expert must disclose to both parties any request for advice and any advice received from any persons engaged by the Expert under this clause; and
 - (f) the Parties may make submissions to the Expert, within the time prescribed by the Expert, on the weight (if any) to be given by the Expert to any advice such a person may give.
- 5.2 The Expert must inform the parties of:
 - (a) any relationship or interest which the Expert has, or the persons engaged by the Expert under **clause 5.1** have, with a party or its officers, employees, consultants or agents;
 - (b) any interest the Expert has, or the persons engaged by the Expert under **clause 5.1** have, in the Dispute; and
 - (c) any circumstance which might reasonably be considered to adversely affect the capacity of the Expert, or the persons engaged by the Expert under **clause 5.1**, to act independently or impartially in relation to the Dispute,

immediately upon becoming aware of any such circumstances.
- 5.3 This agreement will terminate 7 days after the notice is provided by the Expert under **clause 5.2**, unless the parties agree otherwise.
- 6. General**
 - 6.1 Except where otherwise required by these Rules, the Expert may receive information in any way the Expert thinks fit (including as inquisitor).
 - 6.2 Any dispute arising between the parties in respect of any matter concerning these Rules or the Expert Determination Process, (including the Expert's jurisdiction) will be submitted to and determined by the Expert.
 - 6.3 Subject to **clause 3.3**, meetings and discussions with the Expert in respect of the Dispute or the submissions of either party must only take place in the presence of both parties.
 - 6.4 The Expert Determination Process will not terminate or discontinue because of the failure of a party to:
 - (a) serve a submission, statement or response within the prescribed time;
 - (b) appear at a conference of which that party had been notified under **clause 3.2**; or
 - (c) attend a view.
 - 6.5 The Expert Determination Process may be terminated at any time prior to the issue of the Determination by the parties giving joint notice to the Expert terminating the Expert Determination Process.
- 7. The Determination**
 - 7.1 As soon as possible after receipt of the submissions or after any conference and, in any event not later than 90 days after the commencement of the Expert Determination Process (or such other period as the parties may agree), the Expert must:
 - (a) determine the Dispute between the parties, and

(b) provide the Determination to the parties.

7.2 The Determination must:

- (a) be in writing stating the Expert's determination and giving reasons;
- (b) be made in accordance with:
 - (i) the Law;
 - (ii) the Stage 2 Works Deed;
 - (iii) this agreement (including these Rules);
 - (iv) the Institute for Arbitrators and Mediators Australia Expert Determination Rules (to the extent that they are not inconsistent with these Rules); and
 - (v) the requirements of procedural fairness;
- (c) be made on the basis of:
 - (i) the submissions, statements and responses (if any) of the parties (subject to **clause 2.6**);
 - (ii) the further information and documentation (including submissions) received by the Expert under **clause 2.5** (if any);
 - (iii) the conference (if any);
 - (iv) the view (if any);
 - (v) the Expert's own expertise (as supplemented by any advice which the Expert obtains from his or her own advisers and consultants); and
 - (vi) the submissions received by the Expert under clause 5.1(f) (if any).

7.3 To the extent permitted by law, the Expert will have no power to apply or have regard to the provisions of Part 2 of the *Civil Liability Act 2003* (Qld) (and any equivalent statutory provision in any other state or territory).

Subject to **clause 7.4**, the Determination is to be given effect to and will be final and binding on the parties unless a notice of appeal is given in accordance with clause 50.4(f) of the Stage 2 Works Deed. If such a notice is given, the Determination will be binding on the parties unless and until it is overturned, reversed, varied or otherwise changed by an award of an arbitrator or court.

7.4 If the Determination 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 of form, then the Expert must correct the Determination.

8. **Modification**

These Rules may be modified only by agreement of the parties and, if the Expert has been appointed, the Expert.

Schedule 2

The Expert's Fees and Disbursements

[To be inserted. Disbursements should include fees paid to consultants and advisors engaged by the Expert pursuant to section 5 of the Rules.]

Schedule 7

Insurances

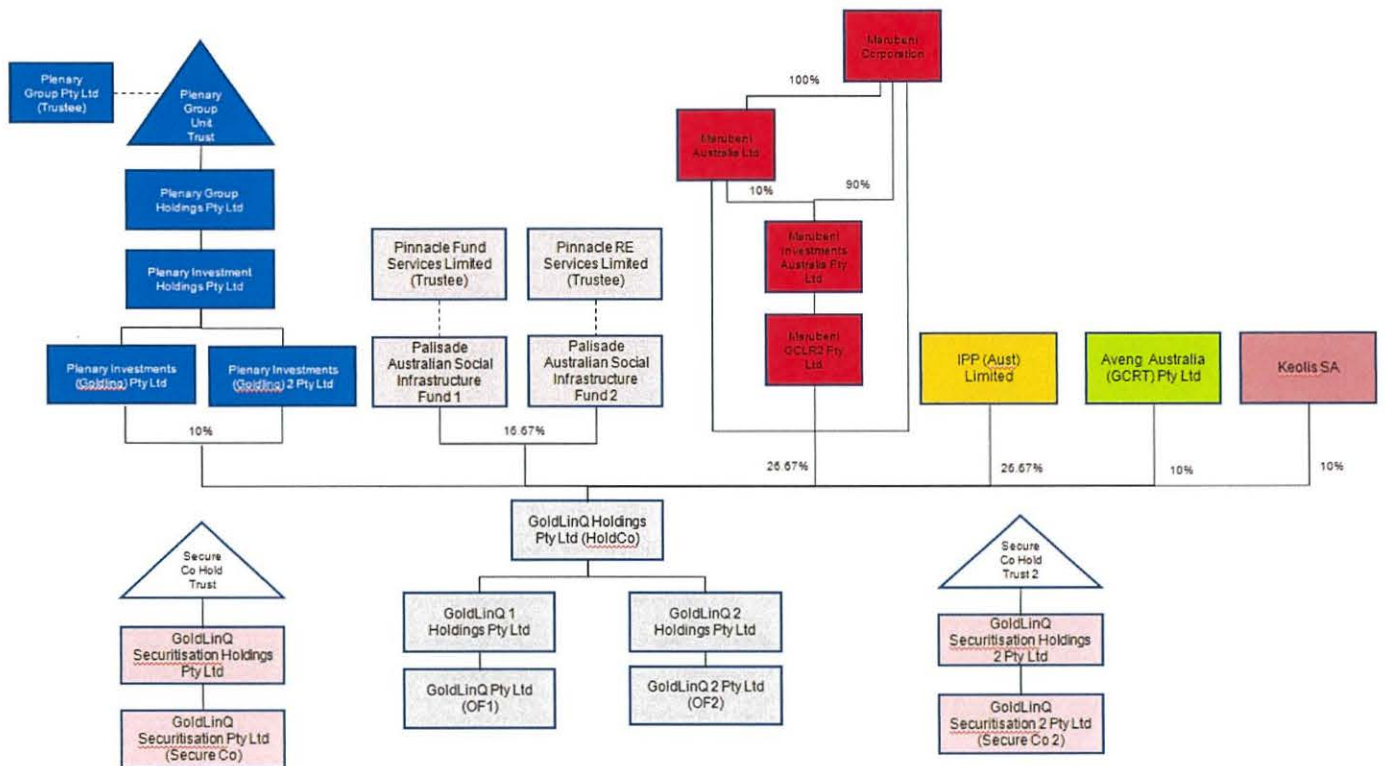
Insurance	Minimum Sum Insured and Policy Requirements	Deductible/ Excess
Professional Indemnity Insurance	<p>\$50,000,000 for any one claim and \$50,000,000 in the aggregate for a period from Stage 2 Financial Close until at least 7 years from Date of Stage 2 Completion. Such policy limit must not be able to be exhausted by any claim in respect of any other project or any other non-Stage 2 related activities of OF2 or any Group Member.</p> <p>The policy should be issued in the name of OF2 and extend to include the professional activities of all other parties and persons who supply professional services to Stage 2.</p> <p>The policy should cover all professional services involved in Stage 2 and extend to include all Stage 2 professional services such as project management, engineering supervision and procurement.</p>	\$1 million per claim
Employers Liability and Workers' Compensation Insurance	As required by Law.	As required by Law
Motor Vehicle Insurance	<p>Third Party Property Damage: \$30,000,000 for any one occurrence and unlimited in the aggregate.</p> <p>Compulsory Third Party: as required by Law.</p>	<p>Third Party Property Damage: \$5,000</p> <p>Compulsory Third Party: as required by Law.</p>
Contract Works Material Damage Insurance	<p>The full build value of Stage 2. The policy may include a sub limit for Plant and Equipment Insurance (as otherwise specified below) if the Contract Works Material Damage policy is proffered by OF2 to comply with the insurance requirement for Plant and Equipment Insurance.</p> <p>The Interest (or Property) Insured of such policy should also include a minimum \$1,000,000 sub limit for Existing Property.</p> <p>All sub limits for additional policy coverage should be</p>	<p>Major perils, testing & commissioning and LEG2/DE4: \$200,000</p> <p>Leg 3/DE5: \$300,000</p> <p>All other claims:</p>

Insurance	Minimum Sum Insured and Policy Requirements	Deductible/ Excess
	<p>sufficient for all expected additional costs following an insurable event such as demolition and removal of debris, consultants fees, expenses to expedite repair, mitigation costs, restoration of records costs, costs to comply with local authority orders, costs to provide temporary protection to works and cover for loss or damage to materials stored off site or during transportation from supplier to the Stage 2 Area.</p> <p>The policy should include both a:</p> <p>a) LEG2 or DE4; and</p> <p>b) LEG3 or DE5,</p> <p>faulty design/workmanship exclusion that allows the insured to choose which exclusion applies after a claim occurs.</p> <p>The policy should extend to include as insured:</p> <ul style="list-style-type: none"> • OF2 and its Associates; • the State and its Associates; and • any other party with an insurable interest in Stage 2, <p>for their respective rights and interests in Stage 2.</p> <p>The policy should specify a defects liability period for Stage 2 Works and Returned Works of 24 months from the Date of Stage 2 Completion plus the testing and commissioning period.</p> <p>The policy should include a marine 50/50 clause for damage sustained during transportation or on the Stage 2 Area.</p>	\$100,000
Contract Works Legal Liability Insurance	<p>\$200,000,000 for any one Occurrence and \$200,000,000 in the aggregate for completed operations and product liability claims.</p> <p>Policy to include completed operations/completed works insurance and must not be able to be eroded by any claim in respect of any other project or any other non Project related activities of OF2 or any Group Member.</p> <p>Policy to respond to any occurrence in the period of insurance not a claim happening in the period of insurance resulting from an occurrence.</p> <p>Policy to include cover for damage to the Stage 2 Works for Rolling Stock testing and commissioning on public thoroughfares.</p> <p>The policy should extend to include OF2's office</p>	<p>Damage/Int erruption: \$150,000</p> <p>Worker Recourse: \$100,000</p> <p>All other claims: \$50,000</p>

Insurance	Minimum Sum Insured and Policy Requirements	Deductible/ Excess
	<p>occupiers for liability for any project off-site tenancies.</p> <p>The policy should extend to include as insured:</p> <ul style="list-style-type: none"> • OF2 and its Associates; • the State and its Associates; and • any other party with an insurable interest in Stage 2 (including the Independent Verifier), <p>for their respective rights and interests in Stage 2.</p>	
Plant and Equipment Insurance	Not less than current market value for any one item and not less than \$10,000,000 any one occurrence, any one location.	\$100,000
Advanced Business Interruption Insurance	<p>Not less than an amount equivalent to 12 months Service Payments (without applying any reduction to these Service Payments) and the policy to have a minimum 12 month Indemnity period.</p> <p>The policy should respond to interruption caused by either loss or damage under the Contract Works Material Damage Insurance or Marine Insurance and may be separate or combined policies.</p> <p>The policy should name OF2 as insured.</p>	60 days (or monetary equivalent)
Marine Insurance	<p>A limit of indemnity equivalent to not less than the maximum total value of the property to be transferred in any one shipment, plus a provision for the costs of freight, insurance, taxes and duties as may be applicable.</p> <p>The policy should include a marine 50/50 clause for damage sustained either during transportation or on the Stage 2 Area.</p> <p>The policy should extend to include as insured:</p> <ul style="list-style-type: none"> • OF2 and its Associates; • the State and its Associates; and • any other party with an insurable interest in Stage 2, <p>for their respective rights and interests in Stage 2.</p>	10% of the maximum limit of indemnity for any one shipment, or \$100,000, whichever is the lesser.

Schedule 8

Group Structure



Schedule 9

Information Documents

TMR 2016 Data Room index

Kind	#	Title
Folder		Data Room Protocols
Adobe Acrobat		TMR 2015 Data Room Protocol
Microsoft Word Document		TMR 2015 Data Room Protocol (Appendix A)
Adobe Acrobat		TMR 2015 Data Room - Q&A Protocol (Bidders)
Adobe Acrobat		TMR 2015 Data Room - Q&A Protocol (Advisors - Subject Matter Experts)
Adobe Acrobat		TMR 2015 Data Room - Q&A Protocol (Q&A Coordinator)
Folder	1.0	Project Docs
Folder	1.1	Output Spec
Folder	1.1.1	Draft
Microsoft Word Document	1.1.1.1	Annexure 01 - Part 1 - Quality Management Requirements
Microsoft Word Document	1.1.1.2	Annexure 02 - Part 1 - Environmental Management and Sustainability Requirements
Microsoft Word Document	1.1.1.3	Annexure 03 - Part 1 - Safety Management Requirements
Microsoft Word Document	1.1.1.4	Annexure 04 - Part 1 - DC Program Requirements
Microsoft Word Document	1.1.1.5	Annexure 05 - Part 1 - Engineering Design Requirements
Microsoft Word Document	1.1.1.6	Annexure 06 - Part 1 - Urban and Landscape Design
Microsoft Word Document	1.1.1.7	Annexure 07 - Part 1 - Rolling Stock Requirements
Microsoft Word Document	1.1.1.8	Annexure 07 - Part 2 - Rolling Stock 40m
Microsoft Word Document	1.1.1.9	Annexure 08 - Part 1 - Investigations Surveys and Condition Monitoring Requirements
Microsoft Word Document	1.1.1.10	Annexure 09 - Part 1 - Construction Requirements
Microsoft Word Document	1.1.1.11	Annexure 10 - Part 1 - Acceptance Testing Requirements
Microsoft Word Document	1.1.1.12	Annexure 11 - Part 1 - Traffic Coordination and Management
Microsoft Word Document	1.1.1.13	Annexure 12 - Part 1 - Control Systems Requirements
Microsoft Word Document	1.1.1.14	Annexure 13 - Part 1 - Communications and Stakeholder Management
Microsoft Word Document	1.1.1.15	Annexure 14 - Part 1 - Operations and Customer Service
Microsoft Word Document	1.1.1.16	Annexure 15 - Part 1 - Integrated Transport Requirements
Microsoft Word Document	1.1.1.17	Annexure 16 - Part 1 - Asset Management Requirements
Microsoft Word Document	1.1.1.18	Annexure 17 - Part 1 - Contract Management Requirements - Attachment 1
Microsoft Word	1.1.1.19	Annexure 17 - Part 1 - Contract Management Requirements

Document		- Attachment 2
Microsoft Word Document	1.1.1.20	Annexure 17 - Part 1 - Contract Management Requirements
Microsoft Word Document	1.1.1.21	Annexure 18 - Part 1 - Helensvale Station Engineering Design Requirements
Microsoft Word Document	1.1.1.22	Annexure 19 - Part 1 - Completion and Closeout Requirements
Folder	2.0	Reference Design
Folder	2.1	Concept Design - IRTC
Folder	2.1.1	Drawings
Adobe Acrobat	2.1.1.1	240570-7-10-05-DG-7100-GA-2L
Adobe Acrobat	2.1.1.2	240570-7-10-05-DG-7100-GA-4L
Adobe Acrobat	2.1.1.3	240570-7-10-05-DG-7100-GE
Adobe Acrobat	2.1.1.4	240570-7-10-05-DG-7100-LS
Adobe Acrobat	2.1.1.5	240570-7-10-05-DG-7100-TC
Adobe Acrobat	2.1.1.6	240570-7-10-05-DG-7100-XS
Adobe Acrobat	2.1.1.7	240570-7-45-05-DG-7100-BR
Folder	2.1.2	Report
Adobe Acrobat	2.1.2.1	IRTC Planning Study Report Rev 2 Final Issue
Folder	2.2	Fly Thru
Video	2.2.1	GCLR Stage2 Issue 3_140808.wmv
Folder	2.3	Reference Design - GCLR2
Folder	2.3.1	Drawings
Folder	2.3.1.1	Alternative
Adobe Acrobat	2.3.1.1.1	240570-0-10-05-DG-0100-RP022-024_TS
Adobe Acrobat	2.3.1.1.2	240570-0-65-05-DG-0000-GA022-024_TS
Adobe Acrobat	2.3.1.2	240570-0-10-05-DG-0100-CL_REV_A
Adobe Acrobat	2.3.1.3	240570-0-10-05-DG-0100-GA_REV_A
Adobe Acrobat	2.3.1.4	240570-0-10-05-DG-0100-GA022-024
Adobe Acrobat	2.3.1.5	240570-0-10-05-DG-0100-GD_REV_A
Adobe Acrobat	2.3.1.6	240570-0-10-05-DG-0100-GE_REV_A
Adobe Acrobat	2.3.1.7	240570-0-10-05-DG-0100-LS_REV_A
Adobe Acrobat	2.3.1.8	240570-0-10-05-DG-0100-TC_REV_A
Adobe Acrobat	2.3.1.9	240570-0-10-05-DG-0100-XS_REV_A
Adobe Acrobat	2.3.1.10	240570-0-20-05-DG-0100-DD_REV_A
Adobe Acrobat	2.3.1.11	240570-0-40-05-DG-0100-EF_REV_A
Adobe Acrobat	2.3.1.12	240570-0-45-05-DG-0100-BR_REV_A
Adobe Acrobat	2.3.1.13	240570-0-45-05-DG-0100-SD_REV_A
Adobe Acrobat	2.3.1.14	240570-0-65-05-DG-0000-RP022-024
Adobe Acrobat	2.3.1.15	240570-0-80-05-DG-0100-AD_REV_A
Adobe Acrobat	2.3.1.16	240570-0-80-05-DG-0100-AD-00001_REV_B_UNSIGNED
Adobe Acrobat	2.3.1.17	240570-0-80-05-DG-0100-AD-00002_REV_B_UNSIGNED
Adobe Acrobat	2.3.1.18	240570-0-80-05-DG-0100-AD-00004_REV_B_UNSIGNED
Folder	2.3.2	Operations
Adobe Acrobat	2.3.2.1	Gold Coast Light Rail Stage 2 - Impact of Parkwood station on Rail Operations v2

Adobe Acrobat	2.3.2.2	Single Track Options and At-Grade Crossing of Olsen Avenue - FINAL
Adobe Acrobat	2.3.2.3	TA3129 Initial Light Rail Operational Services Plan Issue C
Folder	2.3.3	Report
Adobe Acrobat	2.3.3.1	GCLR Stage 2 Microsim Report
Adobe Acrobat	2.3.3.2	GCLR Stage 2 Reference Design Report_Rev 4-Compiled-Bookmarked
Adobe Acrobat	2.3.3.3	GCLR Stage 2 Review of Olsen Avenue and Parklands Drive turning movements
Adobe Acrobat	2.3.3.4	GCLR Stage 2_Technical Note_Additional Noise Modelling and Assessment For LR only_
Adobe Acrobat	2.3.3.5	GCLR Stage 2_Technical Note_LRT Track From
Adobe Acrobat	2.3.3.6	GCLR Stage 2_TMR Reviews Register_issued_140615
Adobe Acrobat	2.3.3.7	Main Report - Traction Power Supply System and Mutual Interaction Studies
Microsoft Word Document	2.3.4	Reference Design Discussion Points - LSS
Folder	2.4	Reference Design - Helensvale Station
Folder	2.4.1	Report
Adobe Acrobat	2.4.1.1	Helensvale Station Expansion Reference Design Addendum 1 - Report
Folder	3.0	Reference Docs
Folder	3.1	GCRT Stage 1-EOI and RFP
Adobe Acrobat	3.1.1	09005_GCRT_EOI_v14
Adobe Acrobat	3.1.2	09005_GCRT_EOI_v15_public_release
Adobe Acrobat	3.1.3	GCRT_Volume 1 - RFP Overview_Final (RFP Release)
Adobe Acrobat	3.1.4	GCRT_Volume 1 - RFP Overview_Final_RFP Close
Adobe Acrobat	3.1.5	Volume 2_Proposal Returnables_FINAL
Adobe Acrobat	3.1.6	Volume 4 Contents
Folder	4.0	Schedule
Adobe Acrobat	4.1	GCLR St 2 DRAFT REV 1 Program ALL ACTIVITIES issued 18Nov14
Microsoft Word Document	4.2	GCLR2_Cultural Heritage Program (LSS 180315)
Microsoft Word Document	4.3	GCLR2_EIS Program (LSS 180315)
Microsoft Word Document	4.4	GCLR2_Native Title Program (LSS 190315)
Microsoft Word Document	4.5	GCLR2_Output Spec Program (LSS 190315)
Microsoft Word Document	4.6	GCLR2_Private Property Program (LSS 190315)
Microsoft Word Document	4.7	Schedule Assumptions
Folder	5.0	General
Microsoft Powerpoint Presentation	5.1	CORRSDMS-#13089958-v1-GoldLinQ_Stage_2_update_presentation
Folder	6.0	RFT Documents
Adobe Acrobat	6.1	CORRSDMS-#13200989-v11-GCLR_Stage_2_Works_Deed

Adobe Acrobat	6.2	CORRSDMS-#14320451-v7-GCLR_-_Stage_2_- Works Deed Schedules
Adobe Acrobat	6.3	CORRSDMS-#14159928-v11- Stage_2_Agreement to Lease
Adobe Acrobat	6.4	CORRSDMS-#14115306-v10-GCLR_Stage_2_- Site Access Schedule
Adobe Acrobat	6.5	GCLR2 Site Access Schedule - Construction Site Plans
Adobe Acrobat	6.6	GCLR2 Site Access Schedule - Road Access Plans (A)
Adobe Acrobat	6.7	GCLR2 Site Access Schedule - Road Access Plans (B)
Adobe Acrobat	6.8	CORRSDMS-#14351993-v2-SAS_Table_17_Sept_2015
Adobe Acrobat	6.9	CORRSDMS-#14160025-v4- Stage_2_Operations Licence
Adobe Acrobat	6.10	CORRSDMS-#14159976-v6-Stage_2_Lease
Adobe Acrobat	6.11	CORRSDMS-#14190684-v7-Stage_2_- Council Direct Deed
Adobe Acrobat	6.12	CORRSDMS-#14191043-v8-GCRT_Stage_2_- Rail Interface Deed
Adobe Acrobat	6.13	CORRSDMS-#14200199-v4-GCRT_Stage_2_- Independent Verifier Deed
Adobe Acrobat	6.14	Annexure 01 - Part 1 - Quality Management Requirements v8
Adobe Acrobat	6.15	Annexure 02 - Part - Environmental Management and Sustainability Requirements v8
Adobe Acrobat	6.16	Annexure 02 - Part 1 - Environmental Management and Sustainability Requirements (Project Deed amends) v8
Adobe Acrobat	6.17	Annexure 03 - Part 1 - Safety Management and Change Management Requirements (Project Deed amends) v8
Adobe Acrobat	6.18	Annexure 03 - Part 1 - Safety Management and Change Management Requirements v8
Adobe Acrobat	6.19	Annexure 04 - Part 1 - Program Requirements v8
Adobe Acrobat	6.20	Annexure 04 - Part 1 - Program Requirements v8 REV B
Adobe Acrobat	6.21	Annexure 04 - Part 1 - Program Requirements v8 REV B vs v8 Comparison
Adobe Acrobat	6.22	Annexure 05 - Part 1 - Engineering Requirements v8
Adobe Acrobat	6.23	Annexure 05 - Part 1 - Engineering Requirements v8 REV B
Adobe Acrobat	6.24	Annexure 05 - Part 1 - Engineering Requirements v8 REV B vs v8 Comparison
Adobe Acrobat	6.25	Annexure 06 - Part 1 - Urban and Landscape Design Requirements v8
Adobe Acrobat	6.26	Annexure 06 - Part 1 - Urban and Landscape Design Requirements v8 REV B
Adobe Acrobat	6.27	Annexure 06 - Part 1 - Urban and Landscape Design Requirements v8 REV B ...
Adobe Acrobat	6.28	Annexure 08 - Part 1 - Investigations Surveys and Condition Monitoring Requirements v8
Adobe Acrobat	6.29	Annexure 09 - Part 1 - Construction Requirements v8
Adobe Acrobat	6.30	Annexure 10 - Part 1 - Acceptance Testing Requirements v8
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Adobe Acrobat	6.32	Annexure 10 - Part 1 - Acceptance Testing Requirements v8 REV B vs v8 Co...
Adobe Acrobat	6.33	Annexure 11 - Part 1 - Traffic Coordination and

		Management v8
Adobe Acrobat	6.34	Annexure 12 - Part 1 - Control Systems Requirements v8
Adobe Acrobat	6.35	Annexure 12 - Part 1 - Control Systems Requirements v8 REV B
Adobe Acrobat	6.36	Annexure 12 - Part 1 - Control Systems Requirements v8 REV B vs v8 Compa...
Adobe Acrobat	6.37	Annexure 13 - Part 1 - Communications and Stakeholder Management v8
Adobe Acrobat	6.38	Annexure 14 - Part 1 - Operations and Customer Service Requirements (Project Deed amends) v8
Adobe Acrobat	6.39	Annexure 15 - Part 1 - Integrated Transport Requirements (Project Deed amends) v8
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Adobe Acrobat	6.42	Annexure 16 - Part 1 - Asset Management Requirements (Project Deed amend... (1)
Adobe Acrobat	6.43	Annexure 17 - Part 1 - Contract Management Requirements v8
Adobe Acrobat	6.44	Annexure 17 - Part 1 - Contract Management Requirements - Attachment 1 v8
Adobe Acrobat	6.45	Annexure 17 - Part 1 - Contract Management Requirements - Attachment 2 v8
Adobe Acrobat	6.46	Annexure 18 - Part 1 - Helensvale Station QR Integration Requirements v8
Adobe Acrobat	6.47	Annexure 19 - Part 1 - Completion and Closeout Requirements v8
Microsoft Word Document	6.48	PSR Introduction v8
Microsoft Word Document	6.49	Annexure 01 - Part 1 - Quality Management Requirements v8 (2)
Microsoft Word Document	6.50	Annexure 02 - Part - Environmental Management and Sustainability Requirements v8 (2)
Microsoft Word Document	6.51	Annexure 02 - Part 1 - Environmental Management and Sustainability Requirements (Project Deed amends) v8 (2)
Microsoft Word Document	6.52	Annexure 03 - Part 1 - Safety Management and Change Management Requirements (Project Deed amends) v8 (2)
Microsoft Word Document	6.53	Annexure 03 - Part 1 - Safety Management and Change Management Requirements v8 (2)
Microsoft Word Document	6.54	Annexure 04 - Part 1 - Program Requirements v8 REV B (2)
Microsoft Word Document	6.55	Annexure 05 - Part 1 - Engineering Requirements v8 REV B (2)
Microsoft Word Document	6.56	Annexure 06 - Part 1 - Urban and Landscape Design Requirements v8 REV B (2)
Microsoft Word Document	6.57	Annexure 08 - Part 1 - Investigations Surveys and Condition Monitoring Requirements v8 (2)
Microsoft Word Document	6.58	Annexure 09 - Part 1 - Construction Requirements v8 (2)
Microsoft Word Document	6.59	Annexure 10 - Part 1 - Acceptance Testing Requirements v8 REV B (2)
Microsoft Word Document	6.60	Annexure 11 - Part 1 - Traffic Coordination and Management v8 (2)
Microsoft Word	6.61	Annexure 12 - Part 1 - Control Systems Requirements v8

Document		REV B (2)
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Microsoft Word Document	6.63	Annexure 14 - Part 1 - Operations and Customer Service Requirements (Project Deed amends) v8 (2)
Microsoft Word Document	6.64	Annexure 15 - Part 1 - Integrated Transport Requirements (Project Deed amends) v8 (2)
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Microsoft Word Document	6.66	Annexure 17 - Part 1 - Contract Management Requirements - Attachment 1 v8 (2)
Microsoft Word Document	6.67	Annexure 17 - Part 1 - Contract Management Requirements - Attachment 2 v8 (2)
Microsoft Word Document	6.68	Annexure 17 - Part 1 - Contract Management Requirements v8 (2)
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Microsoft Word Document	6.71	CORRSDMS-#13200989-v12-GCLR_- Stage 2 Works Deed
Microsoft Word Document	6.72	CORRSDMS-#14115306-v14-GCLR_Stage 2_- Site Access Schedule
Microsoft Word Document	6.73	CORRSDMS-#14159928-v12- Stage 2 Agreement to Lease
Microsoft Excel Spreadsheet	6.74	CORRSDMS-#14620952-v1-GCLR_S2_- _SAS_Table
Adobe Acrobat	6.75	GCLR2 Site Access Schedule - Construction Site Plans REV B
Adobe Acrobat	6.76	Annexure 03 - Part 1 - Safety Management and Change Management Requireme... (1)
Adobe Acrobat	6.77	Annexure 03 - Part 1 - Safety Management and Change Management Requireme...
Adobe Acrobat	6.78	Annexure 09 - Part 1 - Construction Requirements v8 REV B
Adobe Acrobat	6.79	Annexure 09 - Part 1 - Construction Requirements v8 REV B vs v8 Comparison
Adobe Acrobat	6.80	Annexure 13 - Part 1 - Communications and Stakeholder Management v8 REV ... (2)
Adobe Acrobat	6.81	Annexure 13 - Part 1 - Communications and Stakeholder Management v8 REV ...
Adobe Acrobat	6.82	Annexure 17 - Part 1 - Contract Management Requirements - Attachment 1 v... (3)
Adobe Acrobat	6.83	Annexure 17 - Part 1 - Contract Management Requirements - Attachment 1 v...
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Adobe Acrobat	6.87	Annexure 19 - Part 1 - Completion and Closeout Requirements v8 REV B
Adobe Acrobat	6.88	Annexure 05 - Part 1 - Engineering Design Requirements - v8C vs V8B

Microsoft Word Document	6.89	CORRSDMS-#13200989-v16-GCLR_ - Stage 2 Works Deed
Microsoft Word Document	6.90	CORRSDMS-#14827511-v3-GCLR Stage_2_ - Core Contractor Side Deed (D&C)
Adobe Acrobat	6.91	20151127 GCLR2 Site Access Schedule - Construction Site Plans
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Microsoft Word Document	6.93	GCLR2 Letter to DEHP - RevB
Adobe Acrobat	6.94	Annexure 08 - Part 1 - Investigations Surveys and Condition Monitoring R...
Adobe Acrobat	6.95	Annexure 08 - Part 1 - IS&CMR v8 REV B vs v8 Comparison
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Adobe Acrobat	6.97	Annexure 10 - Part 1 - ATR v8 REV C vs v8 REV B Comparison
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Adobe Acrobat	6.99	Annexure 12 - Part 1 - CSR v8 REV C vs v8 REV B Comparison
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Microsoft Word Document	6.103	Annexure 02 - Part 1 - Environmental Management and Sustainability Requirements v8
Microsoft Word Document	6.104	Annexure 03 - Part 1 - Safety Management and Change Management Requirements (Project Deed amends) v8 (3)
Microsoft Word Document	6.105	Annexure 03 - Part 1 - Safety Management and Change Management Requirements v8 REV B
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Microsoft Word Document	6.107	Annexure 05 - Part 1 - Engineering Requirements v8 REV C
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Microsoft Word Document	6.109	Annexure 08 - Part 1 - Investigations Surveys and Condition Monitoring Requirements v8 REV B
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Microsoft Word Document	6.111	Annexure 10 - Part 1 - Acceptance Testing Requirements v8 REV C (2)
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Microsoft Word Document	6.116	Annexure 15 - Part 1 - Integrated Transport Requirements (Project Deed amends) v8 (3)

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Microsoft Word Document	7.5.1.1.1	Initial Quality Management Plan (2)
Adobe Acrobat	7.5.1.1.2	Initial Quality Management Plan
Microsoft Word Document	7.5.1.2	Returnable 1 (Clean)
Adobe Acrobat	7.5.1.3	Returnable 1 (MarkUp)
Microsoft Word Document	7.5.2	GoldLinQ Overview - R 1 Quality Management
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Microsoft Word Document	7.6.1.1.1	Final Draft Env Mgt Plan (2)
Adobe Acrobat	7.6.1.1.2	Final Draft Env Mgt Plan
Microsoft Word Document	7.6.1.1.3	Initial Sustainability Plan (2)
Adobe Acrobat	7.6.1.1.4	Initial Sustainability Plan
Microsoft Word Document	7.6.1.2	Returnable 2 (Clean)
Adobe Acrobat	7.6.1.3	Returnable 2 (MarkUp)
Microsoft Word Document	7.6.2	GoldLinQ Overview - R 2 Env Mment and Sustainability
Adobe Acrobat	7.6.3	GoldLinQ Overview - R2 Environmental Management & Sustainability
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Folder	7.7.1.1	Tenderer C Returnable Attachments
Adobe Acrobat	7.7.1.1.1	Final Draft Safety Management Plan
Adobe Acrobat	7.7.1.1.2	Final Work Health & Safety Mgt Plan
Adobe Acrobat	7.7.1.1.3	Initial Change Management Plan
Microsoft Word Document	7.7.1.1.4	Inititial Change Management Plan
Microsoft Word Document	7.7.1.1.5	Safety Management Plan
Microsoft Word Document	7.7.1.1.6	Work Health and Safety Management Plan
Microsoft Word Document	7.7.1.2	Returnable 3 (Clean)
Adobe Acrobat	7.7.1.3	Returnable 3 (MarkUp)
Microsoft Word Document	7.7.2	GoldLinQ Overview - R 03 Safety Management & Change Management
Adobe Acrobat	7.7.3	GoldLinQ Overview - R3 Safety Management & Change Management
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Adobe Acrobat	7.8.1.1.1	GCLR Stage 2 Integrated Program
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Adobe Acrobat	7.8.1.2.1	O&M Sub Program
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Adobe Acrobat	7.8.1.3.1	D&C Sub Program
Microsoft Word Document	7.8.1.4	Returnable 4 (Clean)
Adobe Acrobat	7.8.1.5	Returnable 4 (MarkUp)
Microsoft Word Document	7.8.2	GoldLinQ Overview - R 4 DC Program
Adobe Acrobat	7.8.3	GoldLinQ Overview - R4 DC Program
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Microsoft Word Document	7.9.1.1.1	Curricula Vitae (2)
Adobe Acrobat	7.9.1.1.2	Curricula Vitae
Microsoft Word Document	7.9.1.1.3	Design Management Plan
Microsoft Word Document	7.9.1.1.4	Engineering Design Report
Adobe Acrobat	7.9.1.1.5	Engineering Design Report (2)
Adobe Acrobat	7.9.1.1.6	Final Draft Design Management Plan
Adobe Acrobat	7.9.1.1.7	Initial Stray Current Mitigation Plan
Adobe Acrobat	7.9.1.1.8	Initial System Safety Assurance Plan
Microsoft Word Document	7.9.1.1.9	Proposed Role Descriptions
Adobe Acrobat	7.9.1.1.10	Proposed Role Descriptions (2)
Microsoft Word Document	7.9.1.1.11	Stray Current Mitigation Plan
Microsoft Word Document	7.9.1.1.12	System Safety Assurance Plan
Microsoft Word Document	7.9.1.2	GoldLinQ Returnable - R5 Engineering Design (2)
Adobe Acrobat	7.9.1.3	GoldLinQ Returnable - R5 Engineering Design
Microsoft Word Document	7.9.1.4	Returnable 5 (Clean)
Adobe Acrobat	7.9.1.5	Returnable 5 (MarkUp)
Microsoft Word Document	7.9.2	GoldLinQ Overview - R 5 Engineering Design
Adobe Acrobat	7.9.3	GoldLinQ Overview - R5 Engineering Design
Folder	7.10	Returnable 6 - Urban and Landscape Design
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Adobe Acrobat	7.10.1.1.1	Initial Urban & Landscape Design Management Plan
Microsoft Word Document	7.10.1.1.2	Initial Urban and Landscape Design Management Plan
Adobe Acrobat	7.10.1.1.3	Urban & Landscape Design Report
Microsoft Word Document	7.10.1.1.4	Urban Landscape Design Report - reference page
Microsoft Word Document	7.10.1.2	Returnable 6 (Clean)
Adobe Acrobat	7.10.1.3	Returnable 6 (MarkUp)
Microsoft Word Document	7.10.2	GoldLinQ Overview - R 6 Urban and Landscape Design
Adobe Acrobat	7.10.3	GoldLinQ Overview - R6 Urban and Landscape Design
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Microsoft Word Document	7.11.1.1	Returnable 7 (Clean)
Adobe Acrobat	7.11.1.2	Returnable 7 (MarkUp)
Microsoft Word Document	7.11.2	GoldLinQ Returnable Schedule - R 7 Rolling Stock (Stage 1)

Adobe Acrobat	7.11.3	GoldLinQ Returnable Schedule - R7 Rolling Stock (Stage 1)
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Folder	7.12.1	Investigations, Surveys and Condition Monitoring Returnables
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Microsoft Word Document	7.12.1.1.1	Condition Survey Management Plan (2)
Adobe Acrobat	7.12.1.1.2	Condition Survey Management Plan
Microsoft Word Document	7.12.1.2	Returnable 8 (Clean)
Adobe Acrobat	7.12.1.3	Returnable 8 (MarkUp)
Microsoft Word Document	7.12.2	GoldLinQ Overview - R 8 Investigations Surveys Condition Monitoring
Adobe Acrobat	7.12.3	GoldLinQ Overview - R8 Investigations Surveys Condition Monitoring
Folder	7.13	Returnable 9 - Construction
Folder	7.13.1	Construction Returnables
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Microsoft Word Document	7.13.1.1.1	Construction Management Plan (2)
Adobe Acrobat	7.13.1.1.2	Construction Management Plan
Microsoft Word Document	7.13.1.2	Returnable 9 (Clean)
Adobe Acrobat	7.13.1.3	Returnable 9 (MarkUp)
Microsoft Word Document	7.13.2	GoldLinQ Overview - R 9 Construction
Adobe Acrobat	7.13.3	GoldLinQ Overview - R9 Construction
Folder	7.14	Returnable 10 - Acceptance Testing
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Microsoft Word Document	7.14.1.1.1	Initial Acceptance Testing Plan (2)
Adobe Acrobat	7.14.1.1.2	Initial Acceptance Testing Plan
Microsoft Word Document	7.14.1.2	Returnable 10 (Clean)
Adobe Acrobat	7.14.1.3	Returnable 10 (MarkUp)
Microsoft Word Document	7.14.2	GoldLinQ Overview - R 10 Acceptance Testing
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Microsoft Word Document	7.15.1.1.1	Final Draft Traffic Management Plan (2)
Adobe Acrobat	7.15.1.1.2	Final Draft Traffic Management Plan
Adobe Acrobat	7.15.1.1.3	Traffic Guidance Schemes
Microsoft Word Document	7.15.1.2	Returnable 11 (Clean)
Adobe Acrobat	7.15.1.3	Returnable 11 (MarkUp)

Microsoft Word Document	7.15.2	GoldLinQ Overview - R 11 Traffic Coordination Management
Adobe Acrobat	7.15.3	GoldLinQ Overview - R11 Traffic Coordination Management
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Folder	7.16.1	Control Systems Returnables
Adobe Acrobat	7.16.1.1	12.1 Bombardier RS12 rev 02_160308
Microsoft Word Document	7.16.1.2	Returnable 12 (Clean)
Adobe Acrobat	7.16.1.3	Returnable 12 (MarkUp)
Microsoft Word Document	7.16.2	GoldLinQ Overview - R12 Control Systems (2)
Adobe Acrobat	7.16.3	GoldLinQ Overview - R12 Control Systems
Folder	7.17	Returnable 13 - Communications and Stakeholder Management
Folder	7.17.1	Communications and Stakeholder Management Returnables
Folder	7.17.1.1	Tenderer C Attachments
Microsoft Word Document	7.17.1.1.1	Comms & Stakeholder Mfgt Strategy
Adobe Acrobat	7.17.1.1.2	Comms & Stakeholder Mgt Strategy
Microsoft Word Document	7.17.1.1.3	Communication action plan
Microsoft Word Document	7.17.1.1.4	Communications plan
Adobe Acrobat	7.17.1.1.5	Curricula Vitae
Adobe Acrobat	7.17.1.1.6	Final Draft Communications Plan
Adobe Acrobat	7.17.1.1.7	Final Draft Stakeholder Management Plan
Microsoft Word Document	7.17.1.1.8	Forward Outlook Matrix
Adobe Acrobat	7.17.1.1.9	Initial Forward Outlook Matrix
Adobe Acrobat	7.17.1.1.10	Initial Local Industry Participation Plan
Adobe Acrobat	7.17.1.1.11	Initial Marketing Plan
Microsoft Word Document	7.17.1.1.12	Local Industry Participation Plan
Microsoft Word Document	7.17.1.1.13	Marketing Plan
Microsoft Word Document	7.17.1.1.14	Proposed Role Descriptions
Adobe Acrobat	7.17.1.1.15	Proposed Role Descriptions (2)
Adobe Acrobat	7.17.1.1.16	Sample Communications Action Plan
Microsoft Word Document	7.17.1.1.17	Stakeholder Management Plan
Microsoft Word Document	7.17.1.2	Returnable 13 (Clean)
Adobe Acrobat	7.17.1.3	Returnable 13 (MarkUp)
Microsoft Word Document	7.17.2	GoldLinQ Overview - R 13 Communications Stakeholder Management
Adobe Acrobat	7.17.3	GoldLinQ Overview - R13 Communications & Stakeholder Management
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Folder	7.18.1	Operations and Customer Service Returnables

Microsoft Word Document	7.18.1.1	14 GoldLinQ Returnable - R 14 Operations and Customer Service F (2)
Adobe Acrobat	7.18.1.2	14 GoldLinQ Returnable - R 14 Operations and Customer Service F
Microsoft Word Document	7.18.1.3	Returnable 14 (Clean)
Adobe Acrobat	7.18.1.4	Returnable 14 (MarkUp)
Microsoft Word Document	7.18.2	GoldLinQ Overview - R 14 Operations Customer Service
Adobe Acrobat	7.18.3	GoldLinQ Overview - R14 Operations & Customer Service
Folder	7.19	Returnable 15 - Integrated Transport
Folder	7.19.1	Integrated Transport Returnables
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Microsoft Word Document	7.19.1.1.1	GoldLinQ Transport Integration Plan (2)
Adobe Acrobat	7.19.1.1.2	GoldLinQ Transport Integration Plan
Microsoft Word Document	7.19.1.2	Returnable 15 (clean)
Adobe Acrobat	7.19.1.3	Returnable 15 (MarkUp)
Adobe Acrobat	7.19.2	GoldLinQ Returnable Schedule - R15 Integrated Transport
Microsoft Word Document	7.19.3	GoldLinQ Returnable Schedule - RS 15 Integrated Transport
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Microsoft Word Document	7.20.1.1	16 GoldLinQ Returnable - R 16 Asset Management F (2)
Adobe Acrobat	7.20.1.2	16 GoldLinQ Returnable - R 16 Asset Management F
Microsoft Word Document	7.20.1.3	Returnable 16 (Clean)
Adobe Acrobat	7.20.1.4	Returnable 16 (MarkUp)
Microsoft Word Document	7.20.2	GoldLinQ Overview - R 16 Asset Management
Adobe Acrobat	7.20.3	GoldLinQ Overview - R16 Asset Management
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Folder	7.21.1.1	Tenderer C Returnable 17(a) Attachments
Adobe Acrobat	7.21.1.1.1	Curricula Vitae
Adobe Acrobat	7.21.1.1.2	Final Draft Project Management Plan
Adobe Acrobat	7.21.1.1.3	Initial Employee Relations Management Plan
Microsoft Word Document	7.21.1.1.4	Initial ERMP
Microsoft Word Document	7.21.1.1.5	Initial Project Training Management Plan (2)
Adobe Acrobat	7.21.1.1.6	Initial Project Training Management Plan
Adobe Acrobat	7.21.1.1.7	Initial Workplace Relations Management Plan
Microsoft Word Document	7.21.1.1.8	Initial WRMP
Microsoft Word Document	7.21.1.1.9	KDR Returnable - R17 Contract Management F (2)
Adobe Acrobat	7.21.1.1.10	KDR Returnable - R17 Contract Management F

Microsoft Word Document	7.21.1.1.11	Project Management Plan
Microsoft Word Document	7.21.1.1.12	Proposed Role Descriptions
Adobe Acrobat	7.21.1.1.13	Proposed Role Descriptions (2)
Folder	7.21.1.2	Tenderer C Returnable 17(b) Attachments
Adobe Acrobat	7.21.1.2.1	Final Draft Interface Management Plan
Microsoft Word Document	7.21.1.2.2	Final Interface Management Plan
Adobe Acrobat	7.21.1.2.3	Initial MOUs
Microsoft Word Document	7.21.1.3	Returnable 17(a) (Clean)
Adobe Acrobat	7.21.1.4	Returnable 17(a) (Markup)
Microsoft Word Document	7.21.1.5	Returnable 17(b) (clean)
Adobe Acrobat	7.21.1.6	Returnable 17(b) (MarkUp)
Folder	7.21.2	GoldLinQ Overview Attachments
Adobe Acrobat	7.21.2.1	CV Commercial Manager Bernie Edmond-v1
Adobe Acrobat	7.21.2.2	CV Delivery Director Charlie Lentine-v1
Adobe Acrobat	7.21.2.3	CV Engineering Manager Mark Panther-v1
Adobe Acrobat	7.21.2.4	CV Environment Land Approvals Manager Michelle Cooke
Microsoft Word Document	7.21.3	GoldLinQ Overview - RS 17 Contract Management (2)
Adobe Acrobat	7.21.4	GoldLinQ Overview - RS 17 Contract Management
Folder	7.22	Returnable 18 - Helensvale Station and QR Integration
Folder	7.22.1	Helensvale Station and QR Integration Returnables
Folder	7.22.1.1	Tenderer C Attachments
Adobe Acrobat	7.22.1.1.1	Helensvale Station & QR Integration Design Report
Microsoft Word Document	7.22.1.1.2	Helensvale Station and QR Integration Design Report
Microsoft Word Document	7.22.1.2	Returnable 18 (Clean)
Adobe Acrobat	7.22.1.3	Returnable 18 (MarkUp)
Microsoft Word Document	7.22.2	GoldLinQ Overview - R18 Helensvale Station & QR Integration (2)
Adobe Acrobat	7.22.3	GoldLinQ Overview - R18 Helensvale Station & QR Integration
Folder	7.23	Returnable 19 - Completion and Close Out
Folder	7.23.1	Completion and Close Out Returnables
Folder	7.23.1.1	Tenderer C Returnable Attachments
Microsoft Word Document	7.23.1.1.1	Initial Completion and Closeout Plan (2)
Adobe Acrobat	7.23.1.1.2	Initial Completion and Closeout Plan
Microsoft Word Document	7.23.1.2	Returnable 19 (Clean)
Adobe Acrobat	7.23.1.3	Returnable 19 (MarkUp)
Microsoft Word Document	7.23.2	GoldLinQ Overview - R 19 Completion Close Out
Adobe Acrobat	7.23.3	GoldLinQ Overview - R19 Completion and Close Out
Folder	7.24	Returnable 20 - Other Technical Considerations

Folder	7.24.1	Other Technical Considerations Returnables
Folder	7.24.1.1	GoldLinQ Returnable Attachments
Folder	7.24.1.1.1	Upstream PSR
Microsoft Word Document	7.24.1.1.1.1	160229 - PSR - Annexure 03 - Part 1 - Saf Mgt & Chg Mgt Reqs (Project Deed)
Microsoft Word Document	7.24.1.1.1.2	160229 - PSR - Annexure 15 - Part 1 - Integrated Transport Requirements (Project Deed)
Microsoft Word Document	7.24.1.1.1.3	160229 - PSR - Annexure 16 - Part 1 - Asset Management Requirements (Project Deed)
Microsoft Word Document	7.24.1.1.1.4	160229 - CPB - PSR - Annexure 01 - Part 1 - Qual Mgt Reqs
Adobe Acrobat	7.24.1.1.1.5	160229 - CPB - PSR - Annexure 02 - Part 1 - Env Mgt & Sus Reqs - Compare vs REV B
Microsoft Word Document	7.24.1.1.1.6	160229 - CPB - PSR - Annexure 02 - Part 1 - Env Mgt & Sus Reqs
Microsoft Word Document	7.24.1.1.1.7	160229 - CPB - PSR - Annexure 03 - Part 1 - Saf Mgt & Chg Mgt Reqs
Microsoft Word Document	7.24.1.1.1.8	160229 - CPB - PSR - Annexure 04 - Part 1 - D&C Program Requirements
Microsoft Word Document	7.24.1.1.1.9	160229 - CPB - PSR - Annexure 06 - Part 1 - Urban & Landscape Design Reqs
Microsoft Word Document	7.24.1.1.1.10	160229 - CPB - PSR - Annexure 08 - Part 1 - Investigations, Surveys & Con Mon Reqs
Microsoft Word Document	7.24.1.1.1.11	160229 - CPB - PSR - Annexure 09 - Part 1 - Construction Requirements
Microsoft Word Document	7.24.1.1.1.12	160229 - CPB - PSR - Annexure 11 - Part 1 - Traffic Coordination & Mgt
Adobe Acrobat	7.24.1.1.1.13	160229 - CPB - PSR - Annexure 12 - Part 1 - Control Systems Reqs - Compare vs REV C
Microsoft Word Document	7.24.1.1.1.14	160229 - CPB - PSR - Annexure 12 - Part 1 - Control Systems Reqs
Microsoft Word Document	7.24.1.1.1.15	160229 - CPB - PSR - Annexure 13 - Part 1 - Coms & Stkh Mgt
Adobe Acrobat	7.24.1.1.1.16	160229 - CPB - PSR - Annexure 17 - Part 1 - Attachment 1 - Proj Plan Reqs - Compare vs v8
Microsoft Word Document	7.24.1.1.1.17	160229 - CPB - PSR - Annexure 17 - Part 1 - Attachment 1 - Proj Plan Reqs
Adobe Acrobat	7.24.1.1.1.18	160229 - CPB - PSR - Annexure 17 - Part 1 - Attachment 2 - Doc Sched - Compare vs v8
Microsoft Word Document	7.24.1.1.1.19	160229 - CPB - PSR - Annexure 17 - Part 1 - Attachment 2 - Doc Sched
Adobe Acrobat	7.24.1.1.1.20	160229 - CPB - PSR - Annexure 18 - Part 1 - Hel Station & QR Integ Reqs - Compare vs v8
Microsoft Word Document	7.24.1.1.1.21	160229 - CPB - PSR - Annexure 18 - Part 1 - Hel Station & QR Integ Reqs
Adobe Acrobat	7.24.1.1.1.22	160308 - CPB - PSR - Annexure 0 - Introduction - Compare vs REV B
Microsoft Word Document	7.24.1.1.1.23	160308 - CPB - PSR - Annexure 0 - Introduction
Adobe Acrobat	7.24.1.1.1.24	160308 - CPB - PSR - Annexure 05 - Part 1 - Eng Design Reqs - Compare vs REV E
Microsoft Word Document	7.24.1.1.1.25	160308 - CPB - PSR - Annexure 05 - Part 1 - Eng Design Reqs
Adobe Acrobat	7.24.1.1.1.26	160308 - CPB - PSR - Annexure 10 - Part 1 - Accept Test Reqs - Compare vs REV D

Microsoft Word Document	7.24.1.1.1.27	160308 - CPB - PSR - Annexure 10 - Part 1 - Accept Test Reqs
Adobe Acrobat	7.24.1.1.1.28	160308 - CPB - PSR - Annexure 17 - Part 1 - Contract Mgt Reqs - Compare vs REV B
Microsoft Word Document	7.24.1.1.1.29	160308 - CPB - PSR - Annexure 17 - Part 1 - Contract Mgt Reqs
Adobe Acrobat	7.24.1.1.1.30	160308 - CPB - PSR - Annexure 19 - Part 1 - Completion & Closeout Reqs - Compare vs REV B
Microsoft Word Document	7.24.1.1.1.31	160308 - CPB - PSR - Annexure 19 - Part 1 - Completion & Closeout Reqs
Adobe Acrobat	7.24.1.1.1.32	160308 - PSR - Annexure 14 - Part 1 - Ops & Cust Service Reqs (Project Deed) - Compare vs v8
Microsoft Word Document	7.24.1.1.1.33	160308 - PSR - Annexure 14 - Part 1 - Ops & Cust Service Reqs (Project Deed)
Adobe Acrobat	7.24.1.1.2	Attachment 1 - Energex Statement of Requirements + Attachments 15 October 2015
Adobe Acrobat	7.24.1.1.3	Attachment 2 - 1210501448_1_AUMatters(Draft KDR multi site connection agreement
Adobe Acrobat	7.24.1.1.4	Attachment 3 - Signed REA 14 May 14
Folder	7.24.1.2	Tenderer C Returnable Attachments
Adobe Acrobat	7.24.1.2.1	Changes to the Reference Design
Adobe Acrobat	7.24.1.2.2	Status of Technical Departures
Microsoft Word Document	7.24.1.3	GoldLinQ Returnable - R20 Other Technical Considerations (2)
Adobe Acrobat	7.24.1.4	GoldLinQ Returnable - R20 Other Technical Considerations
Microsoft Word Document	7.24.1.5	Returnable 20 (Clean)
Adobe Acrobat	7.24.1.6	Returnable 20 (MarkUp)
Folder	7.25	Returnable 21 - Site Access Schedule
Folder	7.25.1	Site Access Schedule Returnables
Folder	7.25.1.1	Tenderer C Returnable Attachments
Adobe Acrobat	7.25.1.1.1	Site Access Schedule_Construction Site Plan
Adobe Acrobat	7.25.1.1.2	Site Access Schedule_List of Properties
Microsoft Word Document	7.25.1.2	Returnable 21 (Clean)
Adobe Acrobat	7.25.1.3	Returnable 21 (MarkUp)
Microsoft Word Document	7.25.2	GoldLinQ Overview - R 21 Site Access Schedule (2)
Adobe Acrobat	7.25.3	GoldLinQ Overview - R 21 Site Access Schedule
Folder	7.26	Returnable 22 - Project and Organisation Structure
Folder	7.26.1	Project and Organisation Structure Returnables
Folder	7.26.1.1	GoldLinQ Returnable Appendices
Folder	7.26.1.1.1	Appendix 1 - Stage 2 Works Deed
Microsoft Word Document	7.26.1.1.1.1	Stage 2 Works Deed (clean)
Microsoft Word Document	7.26.1.1.1.2	Stage 2 Works Deed Schedules (clean)
Folder	7.26.1.1.2	Appendix 2 - D&C Contract (Stage 2)
Microsoft Word Document	7.26.1.1.2.1	D&C Contract (clean)
Folder	7.26.1.1.3	Appendix 3 - D&C Contractor Tripartite Deed (Stage 2) E

Folder	7.26.1.1.4	Appendix 4 - D&C Interface Deed (Stage 2)
Microsoft Word Document	7.26.1.1.4.1	D&C Interface Deed (clean)
Folder	7.26.1.1.5	Appendix 5 - Council Direct Deed (Stage 2)
Microsoft Word Document	7.26.1.1.5.1	Council DD (clean) (identical to document 1.8.41.15)
Folder	7.26.1.1.6	Appendix 6 - Council Interface Agreement
Microsoft Word Document	7.26.1.1.6.1	Council-D&C ID (identical to document 1.8.41.9)
Folder	7.26.1.1.7	Appendix 7 - Rail Interface Deed (Stage 2)
Microsoft Word Document	7.26.1.1.7.1	RID (clean) (identical to document 1.8.26.2)
Folder	7.26.1.1.8	Appendix 8 - Rail Systems Core Scope Subcontract E
Folder	7.26.1.1.9	Appendix 9 - Independent Certifier Deed (Stage 2)
Microsoft Word Document	7.26.1.1.9.1	Independent Certifier Deed (clean)
Folder	7.26.1.1.10	Appendix 10 - Amended & Restated Project Deed
Microsoft Word Document	7.26.1.1.10.1	Project Deed (MASTER)
Microsoft Word Document	7.26.1.1.10.2	Project Deed Schedules (MASTER)
Folder	7.26.1.1.11	Appendix 11 - Amended & Restated O&M Contract
Microsoft Word Document	7.26.1.1.11.1	O&M Contract
Folder	7.26.1.1.12	Appendix 12 - On-Loan Agreement E
Folder	7.26.1.1.13	Appendix 13 - Securitisation Agreement E
Folder	7.26.1.1.14	Appendix 14 - Payment Directions Deed E
Folder	7.26.1.1.15	Appendix 15 - D&C Commitment Deed
Microsoft Word Document	7.26.1.1.15.1	D&C Commitment Deed Poll [Tenderer C] (MASTER)
Folder	7.26.1.2	Tenderer C Returnable Attachments
Adobe Acrobat	7.26.1.2.1	AECOM CA for Submission
Adobe Acrobat	7.26.1.2.2	AECOM Letter of Intent
Adobe Acrobat	7.26.1.2.3	Golder CA For Submission
Adobe Acrobat	7.26.1.2.4	Golder Letter of Intent
Microsoft Word Document	7.26.1.3	GoldLinQ Returnable - R22 Project & Organisation Structure F (2)
Adobe Acrobat	7.26.1.4	GoldLinQ Returnable - R22 Project & Organisation Structure F
Adobe Acrobat	7.26.1.5	Returnable 22 (MarkUp)
Adobe Acrobat	7.26.2	R22 Returnable Map F
Microsoft Word Document	7.26.3	Returnable 22 (Clean)
Folder	7.27	Returnable 23 - Stage 2 Documents
Folder	7.27.1	Stage 2 Documents Returnables
Microsoft Word Document	7.27.1.1	GoldLinQ Returnable - R23 Stage 2 Documents F (2)
Adobe Acrobat	7.27.1.2	GoldLinQ Returnable - R23 Stage 2 Documents F
Folder	7.28	Returnable 24 - Financial Considerations
Folder	7.28.1	Financial Considerations Returnables

Folder	7.28.1.1	GoldLinQ Returnable Appendices
Folder	7.28.1.1.1	Appendix 1 - Stage 1 SFA
Folder	7.28.1.1.2	Appendix 2 - Stage 1 CTD
Folder	7.28.1.1.3	Appendix 3 - Stage 1 Swap Agreements
Folder	7.28.1.1.4	Appendix 4 - Stage 1 Security Trust Deed
Folder	7.28.1.1.5	Appendix 5 - Stage 1 Account Bank Deed
Folder	7.28.1.1.6	Appendix 6 - Stage 2 SFA
Folder	7.28.1.1.7	Appendix 7 - Stage 2 CTD
Folder	7.28.1.1.8	Appendix 8 - Stage 2 Security Trust Deed
Folder	7.28.1.1.9	Appendix 9 - Stage 2 Account Bank Deed
Folder	7.28.1.1.10	Appendix 10 - Stage 2 On-Loan Agreement
Folder	7.28.1.1.11	Appendix 11 - Stage 2 Securitisation Agreement
Folder	7.28.1.1.12	Appendix 12 - Stage 2 Payment Directions Deed
Folder	7.28.1.1.13	Appendix 13 - Stage 2 Inter-Stage Security
Folder	7.28.1.1.14	Appendix 14 - Amended Equity Shareholders Agreement
Folder	7.28.1.1.15	Appendix 15 - Stage 2 Deferred Equity Commitment Deed
Folder	7.28.1.1.16	Appendix 16 - Subordinated Loan Agreement
Folder	7.28.1.1.17	Appendix 17 - Constitutions of Transaction Parties
Folder	7.28.1.1.18	Appendix 18 - Debt Commitment Letters
Folder	7.28.1.1.19	Appendix 19 - Equity Commitment Letters
Folder	7.28.1.1.20	Appendix 20 - Statements of Qualifications
Folder	7.28.1.1.21	Appendix 21 - Letters to Project Director
Folder	7.28.1.1.22	Appendix 22 - Audited Accounts of Equity Investors
Adobe Acrobat	7.28.1.1.22.1	AAH Financial Statement- 30 June 15 - Final
Adobe Acrobat	7.28.1.1.22.2	IPP Aust Limited signed accounts 31 12 14[1]
Adobe Acrobat	7.28.1.1.22.3	Marubeni Corporation Audit Report 2014
Adobe Acrobat	7.28.1.1.22.4	PASIF 1_30 June 2015 Signed Financial Statements
Adobe Acrobat	7.28.1.1.22.5	PASIF 2_30 June 2015 Signed Financial Statements
Folder	7.28.1.1.23	Appendix 23 - Audited Accounts of D&C Contractor
Adobe Acrobat	7.28.1.1.23.1	Leighton Contractors Special Purpose 2014
Folder	7.28.1.1.24	Appendix 24 - Audited Accounts of O&M Contractor
Adobe Acrobat	7.28.1.1.24.1	KDR Gold Coast Financial Statements 30 June 2015 (signed)
Folder	7.28.1.1.25	Appendix 25 - Audited Accounts of Core Guarantor
Adobe Acrobat	7.28.1.1.25.1	CIMIC Group Dec 2014 Annual Report
Adobe Acrobat	7.28.1.1.25.2	Downer EDI FY15
Adobe Acrobat	7.28.1.1.25.3	KEOLIS-SA - audited - consolidated - EN-2014
Folder	7.28.1.1.26	Appendix 26 - Base Case Financial Model (incl Financial Temp
Folder	7.28.1.1.27	Appendix 27 - Base Case Financial Model Databook
Folder	7.28.1.1.28	Appendix 28 - Base Case Financial Model Audit Report
Folder	7.28.1.1.29	Appendix 29 - Financial Template (Insurance)
Microsoft Excel Spreadsheet	7.28.1.1.29.1	GoldLinQ Stage 2 Insurance Proforma Template
Folder	7.28.1.1.30	Appendix 30 - Draft Insurance Policies and Letters of Suppor

Adobe Acrobat	7.28.1.1.30.1	20160217 GoldLinQ Stage 2_MD_Wording_Vero
Adobe Acrobat	7.28.1.1.30.2	20160217_GoldLinQ Stage 2_DSU_Wording_Vero
Adobe Acrobat	7.28.1.1.30.3	GoldLinQ Stage 2_CAR_&_DSU_Quote_Slip - Vero Reviewed 20160216
Adobe Acrobat	7.28.1.1.30.4	GoldLinQ Stage 2_TPL_Quote_Slip - Vero Reviewed 20160218
Adobe Acrobat	7.28.1.1.30.5	GoldlinQ stage2 50m premium indication
Adobe Acrobat	7.28.1.1.30.6	XL Catlin GLQ2 TPL Wording Amended
Adobe Acrobat	7.28.1.1.30.7	XL Catlin Quote slip Liability
Adobe Acrobat	7.28.1.1.30.8	Zurich Single Project PI Policy
Microsoft Word Document	7.28.1.2	GoldLinQ Returnable - R24 Financial Considerations F (2)
Adobe Acrobat	7.28.1.3	GoldLinQ Returnable - R24 Financial Considerations F
Adobe Acrobat	7.28.2	R24 Returnable Map F
Folder	7.29	Returnable 25 - D&C and O&M Costs for Extended System
Folder	7.29.1	D&C and O&M Costs for Extended System Returnables
Folder	7.29.1.1	GoldLinQ Returnable Attachments
Compressed File	7.29.1.1.1	GCLR_Extension_20160310(State-OFModSubmission1)
Microsoft Word Document	7.29.1.2	GoldLinQ Returnable - R25 D&C and O&M Costs for Extended System (2)
Adobe Acrobat	7.29.1.3	GoldLinQ Returnable - R25 D&C and O&M Costs for Extended System
Folder	7.30	Returnable 26 - OF Modification Form
Adobe Acrobat	7.30.1	GoldLinQ Returnable - R26 OF Modification Form
Folder	7.31	Returnable 27 - OF Modification evidence of process
Folder	7.31.1	OF Modification Evidence of Process Returnables
Folder	7.31.1.1	Appendices
Adobe Acrobat	7.31.1.1.1	Appendix A_Stage 2 - OF Modifications Plan
Adobe Acrobat	7.31.1.1.2	Appendix B_Stage 2 - D&C Procurement Sub-Plan
Adobe Acrobat	7.31.1.1.3	Appendix C - Evaluation Plan for Expression of Interest
Adobe Acrobat	7.31.1.1.4	Appendix D_Stage 2 - Evaluation Plan D&C Request for Tender
Adobe Acrobat	7.31.1.1.5	Appendix E_Stage 2 - Rail System Core Scope Sub-Plan
Adobe Acrobat	7.31.1.1.6	Appendix F_Stage 2 - O&M Modification Sub-Plan
Adobe Acrobat	7.31.1.1.7	Appendix G_Stage 2 Finance Procurement Sub-Plan
Adobe Acrobat	7.31.1.1.8	Appendix H_Stage 2 - D&C Contract Evaluation Report Request for Tender
Adobe Acrobat	7.31.1.1.9	Appendix I_Stage 2 - VfM Report Rail System Core Scope
Adobe Acrobat	7.31.1.1.10	Appendix J_O&M Pricing Proposal
Adobe Acrobat	7.31.1.1.11	Appendix K_Stage 2 - VfM Operations and Maintenance Costs
Adobe Acrobat	7.31.1.1.12	Appendix L_Lender's Technical Advisors Third Draft Report
Adobe Acrobat	7.31.1.1.13	Appendix M_Probity Plan
Adobe Acrobat	7.31.1.1.14	Appendix N - Probity Advisor's Clearance Report - Procurement Process for D&C Contract - GCLR Stage 2
Microsoft Word Document	7.31.1.2	GoldLinQ Returnable - R 27 OF Modification Evidence of Process F (2)
Adobe Acrobat	7.31.1.3	GoldLinQ Returnable - R 27 OF Modification Evidence of Process F

Adobe Acrobat	7.31.2	R27 Returnable Map F
Folder	8.0	GoldLinQ OF Modification Proposal Re-Submission 19 April 16
Folder	8.1	Returnable 0 - OF Modification Proposal Summary
Folder	8.1.1	Comparison
Adobe Acrobat	8.1.1.1	Comparison Returnable 0
Folder	8.1.2	Compliance Matrix
Adobe Acrobat	8.1.2.1	R0 - OF Modification Proposal Summary - Compliance Matrix 201604 F
Folder	8.1.3	Document Map
Adobe Acrobat	8.1.3.1	R0 Document Map F
Folder	8.1.4	Returnable
Adobe Acrobat	8.1.4.1	Returnable R0 - OF Modification Proposal Summary_F
Folder	8.2	Returnable 1 - Quality Management
Folder	8.2.1	Comparison
Folder	8.2.1.1	CPB Returnable
Adobe Acrobat	8.2.1.1.1	Comparison Doc
Microsoft Word Document	8.2.1.1.2	CPB Contractors Response to Returnable 1
Folder	8.2.1.2	GoldLinQ Overview
Microsoft Word Document	8.2.1.2.1	R 1 - Quality Management
Adobe Acrobat	8.2.1.2.2	Returnable 1 Comparison Doc
Folder	8.2.2	Compliance Matrix
Adobe Acrobat	8.2.2.1	R1 - Quality Management - Compliance Matrix 201604 F
Folder	8.2.3	Document Map
Adobe Acrobat	8.2.3.1	R1 Doc Map
Folder	8.2.4	Returnable
Folder	8.2.4.1	Attachments
Adobe Acrobat	8.2.4.1.1	Attachment CPB.1 Initial Quality Management Plan
Adobe Acrobat	8.2.4.2	Returnable 1 Quality Management 201604 F
Folder	8.3	Returnable 2 - Environmental Management and Sustainability
Folder	8.3.1	Comparison
Folder	8.3.1.1	CPB Returnable
Adobe Acrobat	8.3.1.1.1	CPB Contractor Response to Returnable 2 - Comparison (Clean)
Microsoft Word Document	8.3.1.1.2	CPB Contractors Response to Returnable 2
Folder	8.3.1.2	GoldLinQ Overview
Microsoft Word Document	8.3.1.2.1	R 2 - Environment Management
Adobe Acrobat	8.3.1.2.2	Returnable 2 Comparison
Folder	8.3.2	Compliance Matrix
Adobe Acrobat	8.3.2.1	R2 - Environmental Management and Sustainability - Compliance Matrix 201604 F
Folder	8.3.3	Document Map
Adobe Acrobat	8.3.3.1	R2 Doc Map

Folder	8.3.4	Returnable
Folder	8.3.4.1	Attachments
Adobe Acrobat	8.3.4.1.1	Attachment CPB.1 Final Draft D&C Environmental Management Plan
Adobe Acrobat	8.3.4.1.2	Attachment CPB.2 Initial Sustainability Plan
Adobe Acrobat	8.3.4.1.3	Attachment G.1 GoldLinQ Environmental Policy
Adobe Acrobat	8.3.4.2	Returnable 2 Environmental Management & Sustainability 201604 F
Folder	8.4	Returnable 3 - Safety Management and Change Management
Folder	8.4.1	Comparison
Folder	8.4.1.1	CPB Returnable
Microsoft Word Document	8.4.1.1.1	CPB Contractors Response to Returnable 3
Adobe Acrobat	8.4.1.1.2	CPB Response Comparison Doc
Folder	8.4.1.2	GoldLinQ Overview
Adobe Acrobat	8.4.1.2.1	Returnable 3 Comparison Doc
Microsoft Word Document	8.4.1.2.2	Returnable 3 Safety Management & Change Management 201604
Folder	8.4.2	Compliance Matrix
Adobe Acrobat	8.4.2.1	R3 - Safety Management and Change Management - Compliance Matrix 201604 F
Folder	8.4.3	Document Map
Adobe Acrobat	8.4.3.1	R3 Doc Map
Folder	8.4.4	Returnable
Folder	8.4.4.1	Attachments
Adobe Acrobat	8.4.4.1.1	Attachment CPB.1 Final Draft Safety Management Plan
Adobe Acrobat	8.4.4.1.2	Attachment CPB.2 Initial Change Management Plan
Adobe Acrobat	8.4.4.1.3	Attachment CPB.3 Final Draft Work Health and Safety Management Plan
Adobe Acrobat	8.4.4.1.4	Attachment G.1 - GoldLinQ Safety Policy
Adobe Acrobat	8.4.4.1.5	Attachment G.2 GoldLinQ Zero Harm Standard Matrix
Adobe Acrobat	8.4.4.2	Returnable 3 Safety Management & Change Management 201604 F
Folder	8.5	Returnable 4 - D&C Program
Folder	8.5.1	Comparison
Folder	8.5.1.1	CPB
Adobe Acrobat	8.5.1.1.1	Comparison
Microsoft Word Document	8.5.1.1.2	CPB Contractors Response to Returnable 4
Folder	8.5.1.2	GoldLinQ
Adobe Acrobat	8.5.1.2.1	Comparison
Microsoft Word Document	8.5.1.2.2	Returnable 4 D&C Program 201604
Folder	8.5.2	Compliance Matrix
Adobe Acrobat	8.5.2.1	R4 - D&C Program - Compliance Matrix 201604 F
Folder	8.5.3	Document Map
Adobe Acrobat	8.5.3.1	R4 Doc Map
Folder	8.5.4	Returnable

Folder	8.5.4.1	Attachments
Adobe Acrobat	8.5.4.1.1	Attachment CPB.1 D&C Sub Program
Adobe Acrobat	8.5.4.1.2	Attachment G.1 GCLR Stage 2 Integration Program
Adobe Acrobat	8.5.4.1.3	Attachment G.2 OF1 Sub Program
Adobe Acrobat	8.5.4.1.4	Attachment G.3 OF2 Sub Program
Adobe Acrobat	8.5.4.1.5	Attachment G.4 O&M Sub Program
Adobe Acrobat	8.5.4.2	Returnable 4 D&C Program 201604 F
Folder	8.6	Returnable 5 - Engineering Design
Folder	8.6.1	Comparison
Folder	8.6.1.1	CPB Returnable
Adobe Acrobat	8.6.1.1.1	Comparison
Microsoft Word Document	8.6.1.1.2	CPB Contractors Response to Returnable 5
Folder	8.6.1.2	GoldLinQ Overview
Adobe Acrobat	8.6.1.2.1	Comparison Doc
Microsoft Word Document	8.6.1.2.2	Returnable 5 Engineering Design 201604
Folder	8.6.1.3	GoldLinQ Returnable
Adobe Acrobat	8.6.1.3.1	Comparison Doc
Microsoft Word Document	8.6.1.3.2	GoldLinQ Returnable - R5 Engineering Design
Folder	8.6.2	Compliance Matrix
Adobe Acrobat	8.6.2.1	R5 - Engineering Design - Compliance Matrix 201604 F
Folder	8.6.3	Document Map
Adobe Acrobat	8.6.3.1	R5 Doc Map
Folder	8.6.4	Returnable
Folder	8.6.4.1	Attachments
Adobe Acrobat	8.6.4.1.1	Attachment CPB.1 Final Draft Design Management Plan
Adobe Acrobat	8.6.4.1.2	Attachment CPB.2 Final Draft System Safety Assurance Plan
Adobe Acrobat	8.6.4.1.3	Attachment CPB.3 Initial Stray Current Mitigation Plan
Adobe Acrobat	8.6.4.1.4	Attachment CPB.4 Engineering Design
Adobe Acrobat	8.6.4.1.5	Attachment CPB.5 Proposed Role Descriptions
Adobe Acrobat	8.6.4.1.6	Attachment CPB.6 Curricula Vitae
Adobe Acrobat	8.6.4.1.7	Attachment G.1 Extracted Listing of Stage 1 Track Defects
Adobe Acrobat	8.6.4.2	Returnable 5 Engineering Design 201604 F
Folder	8.7	Returnable 6 - Urban and Landscape Design
Folder	8.7.1	Comparison
Folder	8.7.1.1	CPB Returnable
Adobe Acrobat	8.7.1.1.1	Comparison
Microsoft Word Document	8.7.1.1.2	CPB Contractors Response to Returnable 6
Folder	8.7.1.2	GoldLinQ Overview
Adobe Acrobat	8.7.1.2.1	Comparison
Microsoft Word Document	8.7.1.2.2	Returnable 6 Urban and Landscape Design 201604
Folder	8.7.2	Compliance Matrix

Adobe Acrobat	8.7.2.1	R6 - Urban and Landscape Design - Compliance Matrix 201604 F
Folder	8.7.3	Document Map
Adobe Acrobat	8.7.3.1	R6 Doc Map
Folder	8.7.4	Returnable
Folder	8.7.4.1	Attachments
Adobe Acrobat	8.7.4.1.1	Attachment CPB.1 Initial Urban & Landscape Design Management Plan
Adobe Acrobat	8.7.4.2	Returnable 6 Urban and Landscape Design 201604 F
Folder	8.8	Returnable 7 - Rolling Stock (Stage 1)
Folder	8.8.1	Comparison
Folder	8.8.1.1	CPB Returnable
Adobe Acrobat	8.8.1.1.1	Comparison
Microsoft Word Document	8.8.1.1.2	CPB Contractors Response to Returnable 7
Folder	8.8.1.2	GoldLinQ Returnable
Adobe Acrobat	8.8.1.2.1	Comparison
Microsoft Word Document	8.8.1.2.2	Returnable 7 Rolling Stock (Stage 1) 201604
Folder	8.8.2	Compliance Matrix
Adobe Acrobat	8.8.2.1	R7 - Rolling Stock (Stage 1) - Compliance Matrix 201604 F
Folder	8.8.3	Document Map
Adobe Acrobat	8.8.3.1	R7 Doc Map
Folder	8.8.4	Returnable
Adobe Acrobat	8.8.4.1	Returnable 7 Rolling Stock (Stage 1) 201604 F
Folder	8.9	Returnable 8 - Investigations, Surveys and Condition Monitor
Folder	8.9.1	Comparison
Folder	8.9.1.1	CPB Response
Adobe Acrobat	8.9.1.1.1	Comparison
Microsoft Word Document	8.9.1.1.2	CPB Contractors Response to Returnable 8
Folder	8.9.1.2	GoldLinQ
Adobe Acrobat	8.9.1.2.1	Comparison
Microsoft Word Document	8.9.1.2.2	Returnable 8 - Investigations Surveys Condition Monitoring 201604
Folder	8.9.2	Compliance Matrix
Adobe Acrobat	8.9.2.1	R8 - Investigations, Surveys and Condition Monitoring - Compliance Matrix 201604 F
Folder	8.9.3	Document Map
Adobe Acrobat	8.9.3.1	R8 Doc Map
Folder	8.9.4	Returnable
Folder	8.9.4.1	Attachments
Adobe Acrobat	8.9.4.1.1	Attachment CPB.1 Initial Condition Survey Management Plan
Adobe Acrobat	8.9.4.2	Returnable 8 - Investigations Surveys Condition Monitoring 201604 F
Folder	8.10	Returnable 9 - Construction
Folder	8.10.1	Comparison

Folder	8.10.1.1	CPB
Adobe Acrobat	8.10.1.1.1	Comparison
Microsoft Word Document	8.10.1.1.2	CPB Contractors Response to Returnable 9
Folder	8.10.1.2	GoldLinQ
Adobe Acrobat	8.10.1.2.1	Comparison
Microsoft Word Document	8.10.1.2.2	Returnable 9 Construction 201604
Folder	8.10.2	Compliance Matrix
Adobe Acrobat	8.10.2.1	R9 - Construction - Compliance Matrix 201604 F
Folder	8.10.3	Document Map
Adobe Acrobat	8.10.3.1	R9 Doc Map
Folder	8.10.4	Returnable
Folder	8.10.4.1	Attachments
Adobe Acrobat	8.10.4.1.1	Attachment CPB.1 Initial Construction Management Plan
Adobe Acrobat	8.10.4.2	Returnable 9 Construction 201604 F
Folder	8.11	Returnable 10 - Acceptance Testing
Folder	8.11.1	Comparison
Folder	8.11.1.1	CPB Returnable
Adobe Acrobat	8.11.1.1.1	Comparison
Microsoft Word Document	8.11.1.1.2	CPB Contractors Response to Returnable 10
Folder	8.11.1.2	GoldLinQ
Adobe Acrobat	8.11.1.2.1	Comparison
Microsoft Word Document	8.11.1.2.2	Returnable 10 Acceptance Testing 201604
Folder	8.11.2	Compliance Matrix
Adobe Acrobat	8.11.2.1	R10 - Acceptance Testing - Compliance Matrix 201604 F
Folder	8.11.3	Document Map
Adobe Acrobat	8.11.3.1	R10 Doc Map
Folder	8.11.4	Returnable
Folder	8.11.4.1	Attachments
Adobe Acrobat	8.11.4.1.1	Attachment CPB.1 Initial Acceptance Testing Plan
Adobe Acrobat	8.11.4.2	Returnable 10 Acceptance Testing 201604 F
Folder	8.12	Returnable 11 - Traffic Coordination and Management
Folder	8.12.1	Comparison
Folder	8.12.1.1	CPB
Microsoft Word Document	8.12.1.1.1	CPB Response to Returnable 11 incl MOU
Adobe Acrobat	8.12.1.1.2	R11 CPB Response Comparison
Folder	8.12.1.2	GoldLinQ
Adobe Acrobat	8.12.1.2.1	R11 GoldLinQ Overview Comparison
Microsoft Word Document	8.12.1.2.2	Returnable 11 Traffic Coordination & Management 201604
Folder	8.12.2	Compliance Matrix
Adobe Acrobat	8.12.2.1	R11 - Traffic Coordination and Management - Compliance Matrix 201604 F

Folder	8.12.3	Document Map
Adobe Acrobat	8.12.3.1	R11 Doc Map
Folder	8.12.4	Returnable
Folder	8.12.4.1	Attachments
Adobe Acrobat	8.12.4.1.1	Attachment CPB.1 Final Draft Traffic Management Plan
Adobe Acrobat	8.12.4.1.2	Attachment CPB.2 Memorandum of Understanding (Traffic Guidance Schemes)
Adobe Acrobat	8.12.4.2	Returnable 11 Traffic Coordination & Management 201604 F
Folder	8.13	Returnable 12 - Control Systems
Folder	8.13.1	Compliance Matrix
Adobe Acrobat	8.13.1.1	R12 - Control Systems - Compliance Matrix 201604 F
Folder	8.13.2	Document Map
Adobe Acrobat	8.13.2.1	R12 Doc Map
Folder	8.13.3	Returnable
Adobe Acrobat	8.13.3.1	Returnable 12 Control Systems 201604 F
Folder	8.14	Returnable 13 - Communications and Stakeholder Management
Folder	8.14.1	Comparison
Folder	8.14.1.1	CPB
Adobe Acrobat	8.14.1.1.1	Comparison
Microsoft Word Document	8.14.1.1.2	CPB Contractors Response to Returnable 13
Folder	8.14.1.2	GoldLinQ
Adobe Acrobat	8.14.1.2.1	Comparison
Microsoft Word Document	8.14.1.2.2	Returnable 13 Communications & Stakeholder Management 201604
Folder	8.14.2	Compliance Matrix
Adobe Acrobat	8.14.2.1	R13 - Communications and Stakeholder Management - Compliance Matrix 201604 F
Folder	8.14.3	Document Map
Adobe Acrobat	8.14.3.1	R13 Doc Map
Folder	8.14.4	Returnable
Folder	8.14.4.1	Attachments
Adobe Acrobat	8.14.4.1.1	Attachment CPB.1 Initial Local Industry Participation Plan
Adobe Acrobat	8.14.4.1.2	Attachment CPB.2 Communications and Stakeholder Management Strategy
Adobe Acrobat	8.14.4.1.3	Attachment CPB.3 Final Draft Communications Plan
Adobe Acrobat	8.14.4.1.4	Attachment CPB.4 Final Draft Stakeholder Management Plan
Adobe Acrobat	8.14.4.1.5	Attachment CPB.5 Initial Marketing Plan
Adobe Acrobat	8.14.4.1.6	Attachment CPB.6 Initial Forward Outlook Matrix
Adobe Acrobat	8.14.4.1.7	Attachment CPB.7 Sample Communications Action Plan
Adobe Acrobat	8.14.4.1.8	Attachment CPB.8 Proposed Role Descriptions
Adobe Acrobat	8.14.4.1.9	Attachment CPB.9 Curricula Vitae
Adobe Acrobat	8.14.4.2	Returnable 13 Communications & Stakeholder Management 201604 F
Folder	8.15	Returnable 14 - Operations and Customer Service

Folder	8.15.1	Comparison
Folder	8.15.1.1	CPB
Microsoft Word Document	8.15.1.1.1	CPB Contractors Response to Returnable 14
Adobe Acrobat	8.15.1.1.2	CPB Response Comparison (No Change)
Folder	8.15.1.2	GoldLinQ Overview
Adobe Acrobat	8.15.1.2.1	Comparison
Microsoft Word Document	8.15.1.2.2	Returnable 14 Operations & Customer Service 201604
Folder	8.15.1.3	GoldLinQ Returnable
Adobe Acrobat	8.15.1.3.1	Comparison
Microsoft Word Document	8.15.1.3.2	GoldLinQ Returnable - R14 Operations & Customer Service 201604
Folder	8.15.2	Compliance Matrix
Adobe Acrobat	8.15.2.1	R14 - Operations and Customer Service - Compliance Matrix 201604 F
Folder	8.15.3	Document Map
Adobe Acrobat	8.15.3.1	R14 Doc Map
Folder	8.15.4	Returnable
Adobe Acrobat	8.15.4.1	Returnable 14 Operations & Customer Service 201604 F
Folder	8.16	Returnable 15 - Integrated Transport
Folder	8.16.1	Comparison
Folder	8.16.1.1	CPB
Adobe Acrobat	8.16.1.1.1	Comparison
Microsoft Word Document	8.16.1.1.2	Returnable 15 GLQ (CPB) - State Review 160408
Folder	8.16.1.2	GoldLinQ
Adobe Acrobat	8.16.1.2.1	Comparison
Microsoft Word Document	8.16.1.2.2	GoldLinQ Returnable 15 Integrated Transport 201604
Folder	8.16.2	Compliance Matrix
Adobe Acrobat	8.16.2.1	R15 - Integrated Transport - Compliance Matrix 201604 F
Folder	8.16.3	Document Map
Adobe Acrobat	8.16.3.1	R15 Doc Map
Folder	8.16.4	Returnable
Folder	8.16.4.1	Attachments
Adobe Acrobat	8.16.4.1.1	GoldLinQ Transport Integration Plan
Adobe Acrobat	8.16.4.2	GoldLinQ Returnable 15 Integrated Transport 201604 F
Folder	8.17	Returnable 16 - Asset Management
Folder	8.17.1	Comparison
Folder	8.17.1.1	CPB Returnable
Adobe Acrobat	8.17.1.1.1	CPB Contractors Response to Returnable 16 - Comparison (Clean)
Microsoft Word Document	8.17.1.1.2	CPB Contractors Response to Returnable 16
Folder	8.17.1.2	GoldLinQ Overview
Adobe Acrobat	8.17.1.2.1	Comparison
Microsoft Word	8.17.1.2.2	Returnable 16 Asset Management 201604

Document		
Folder	8.17.1.3	GoldLinQ Returnable
Adobe Acrobat	8.17.1.3.1	Comparison
Microsoft Word Document	8.17.1.3.2	GoldLinQ Returnable - R16 Asset Management
Folder	8.17.2	Compliance Matrix
Adobe Acrobat	8.17.2.1	R16 - Asset Management - Compliance Matrix 201604 F
Folder	8.17.3	Document Map
Adobe Acrobat	8.17.3.1	R16 Doc Map
Folder	8.17.4	Returnable
Adobe Acrobat	8.17.4.1	Returnable 16 Asset Management 201604 F
Folder	8.18	Returnable 17 - Contract Management
Folder	8.18.1	Comparison
Folder	8.18.1.1	CPB Returnable
Folder	8.18.1.1.1	17(a)
Microsoft Word Document	8.18.1.1.1.1	5.4.23.14 Returnable 17(a) (markup) - CPB Response
Adobe Acrobat	8.18.1.1.1.2	R17a CPB Response Comparison
Folder	8.18.1.1.2	17(b)
Microsoft Word Document	8.18.1.1.2.1	CPB Contractors Response to Returnable 17(b) incl MOU
Adobe Acrobat	8.18.1.1.2.2	R17b CPB Response Comparison
Folder	8.18.1.2	GoldLinQ Overview
Adobe Acrobat	8.18.1.2.1	R17 GoldLinQ Overview Comparison
Microsoft Word Document	8.18.1.2.2	Returnable 17 Contract Management 201604
Folder	8.18.1.3	KDR Returnable
Microsoft Word Document	8.18.1.3.1	KDR Returnable - R 17 Contract Management
Adobe Acrobat	8.18.1.3.2	R17 KDR Returnable Comparison
Folder	8.18.2	Compliance Matrix
Adobe Acrobat	8.18.2.1	R17 - Contract Management - Compliance Matrix 201604 F
Folder	8.18.3	Document Map
Adobe Acrobat	8.18.3.1	R17 Doc Map
Folder	8.18.4	Returnable
Folder	8.18.4.1	Attachments
Adobe Acrobat	8.18.4.1.1	Attachment CPB.1 Final Draft Project Management Plan
Adobe Acrobat	8.18.4.1.2	Attachment CPB.2 Initial Project Training Management Plan
Adobe Acrobat	8.18.4.1.3	Attachment CPB.3 Initial Employee Relations Management Plan
Adobe Acrobat	8.18.4.1.4	Attachment CPB.4 Initial Workplace Relations Management Plan
Adobe Acrobat	8.18.4.1.5	Attachment CPB.5 Proposed Role Descriptions
Adobe Acrobat	8.18.4.1.6	Attachment CPB.6 D&C Curricula Vitae
Adobe Acrobat	8.18.4.1.7	Attachment CPB.8 Initial Memorandum of Understandings
Adobe Acrobat	8.18.4.2	Returnable 17 Contract Management 201604 F
Folder	8.19	Returnable 18 - Helensvale Station and QR Integration

Folder	8.19.1	Comparison
Folder	8.19.1.1	CPB
Adobe Acrobat	8.19.1.1.1	Comparison
Microsoft Word Document	8.19.1.1.2	CPB Contractors Response to Returnable 18
Folder	8.19.1.2	GoldLinQ Overview
Adobe Acrobat	8.19.1.2.1	Comparison
Microsoft Word Document	8.19.1.2.2	Returnable 18 Helensvale Station & QR Integration 201604
Folder	8.19.2	Compliance Matrix
Adobe Acrobat	8.19.2.1	R18 - Helensvale Station and QR Integration - Compliance Matrix 201604 F
Folder	8.19.3	Document Map
Adobe Acrobat	8.19.3.1	R18 Doc Map
Folder	8.19.4	Returnable
Adobe Acrobat	8.19.4.1	Returnable 18 Helensvale Station & QR Integration 201604 F
Folder	8.20	Returnable 19 - Completion and Close Out
Folder	8.20.1	Comparison
Folder	8.20.1.1	CPB
Adobe Acrobat	8.20.1.1.1	Comparison
Microsoft Word Document	8.20.1.1.2	CPB Contractors Response to Returnable 19
Folder	8.20.1.2	GoldLinQ Overview
Adobe Acrobat	8.20.1.2.1	Comparison
Microsoft Word Document	8.20.1.2.2	Returnable 19 Completion and Close Out 201604
Folder	8.20.2	Compliance Matrix
Adobe Acrobat	8.20.2.1	R19 - Completion and Close Out - Compliance Matrix 201604 F
Folder	8.20.3	Document Map
Adobe Acrobat	8.20.3.1	R19 Doc Map
Folder	8.20.4	Returnable
Folder	8.20.4.1	Attachments
Adobe Acrobat	8.20.4.1.1	Attachment CPB.1 Initial Completion and Closeout Plan
Adobe Acrobat	8.20.4.2	Returnable 19 Completion and Close Out 201604 F
Folder	8.21	Returnable 20 - Other Technical Considerations
Folder	8.21.1	Comparison
Folder	8.21.1.1	CPB
Microsoft Word Document	8.21.1.1.1	CPB Contractors Response to Returnable 20
Adobe Acrobat	8.21.1.1.2	R20 CPB Comparison
Folder	8.21.1.2	GoldLinQ
Microsoft Word Document	8.21.1.2.1	R20 - Other Technical Considerations
Adobe Acrobat	8.21.1.2.2	R20 GoldLinQ Overview Comparison
Folder	8.21.2	Compliance Matrix
Adobe Acrobat	8.21.2.1	R20 - Other Technical Considerations - Compliance Matrix 201604 F

Folder	8.21.3	Document Map
Adobe Acrobat	8.21.3.1	R20 Document Map
Folder	8.21.4	Returnable
Folder	8.21.4.1	Attachments
Adobe Acrobat	8.21.4.1.1	Attachment CPB.1 Reference Design Change Report
Adobe Acrobat	8.21.4.1.2	Attachment G.1 Energex Statement of Requirements + Attachments
Adobe Acrobat	8.21.4.1.3	Attachment G.2 Draft KDR multi site connection agreement
Adobe Acrobat	8.21.4.1.4	Attachment G.3 Signed REA
Adobe Acrobat	8.21.4.2	Returnable 20 Other Technical Considerations 201604 F
Folder	8.22	Returnable 21 - Site Access Schedule
Folder	8.22.1	Compliance Matrix
Adobe Acrobat	8.22.1.1	R21 - Site Access Schedule - Compliance Matrix F
Folder	8.22.2	Document Map
Adobe Acrobat	8.22.2.1	R21 Doc Map
Folder	8.22.3	Returnable
Folder	8.22.3.1	Attachments
Adobe Acrobat	8.22.3.1.1	Attachment CPB.1 Site Access Schedule
Adobe Acrobat	8.22.3.1.2	Attachment G.1 - System Site Principles
Adobe Acrobat	8.22.3.2	Returnable 21 Site Access Schedule 201604 F
Folder	8.23	Returnable 22 - Project and Organisation Structure
Folder	8.23.1	Compliance Matrix
Adobe Acrobat	8.23.1.1	R22 - Project and Organisation Structure - Compliance Matrix F
Folder	8.23.2	Document Map
Adobe Acrobat	8.23.2.1	R22 Doc Map
Folder	8.23.3	Returnable
Folder	8.23.3.1	Attachments
Folder	8.23.3.1.1	Att 1. Exhibit 1 PSR - Stage 2 Works Deed
Folder	8.23.3.1.1.1	Exhibit 1 PSR
Adobe Acrobat	8.23.3.1.1.1.1	PSR - Annexure 00 - Introduction (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.2	PSR - Annexure 01 - Part 1 - Quality Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.3	PSR - Annexure 02 - Part 1 - Environmental Management and Sustainability Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.4	PSR - Annexure 03 - Part 1 - Safety Management and Change Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.5	PSR - Annexure 04 - Part 1 - D&C Program Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.6	PSR - Annexure 05 - Part 1 - Engineering Design Requirements (Stage 2 Works Deed) 160415
Adobe Acrobat	8.23.3.1.1.1.7	PSR - Annexure 06 - Part 1 - Urban and Landscape Design Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.8	PSR - Annexure 08 - Part 1 - Investigations, Surveys and Condition Monitoring Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.9	PSR - Annexure 09 - Part 1 - Construction Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.10	PSR - Annexure 10 - Part 1 - Acceptance Testing Requirements (Stage 2 Works Deed) 160415

Adobe Acrobat	8.23.3.1.1.1.11	PSR - Annexure 11 - Part 1 - Traffic Coordination and Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.12	PSR - Annexure 12 - Part 1 - Control Systems Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.13	PSR - Annexure 13 - Part 1 - Communication and Stakeholder Management Requirements (Stage 2 Works D
Adobe Acrobat	8.23.3.1.1.1.14	PSR - Annexure 17 - Part 1 - Attachment 1 - Project Plan Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.15	PSR - Annexure 17 - Part 1 - Attachment 2 - Documentation Schedule (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.16	PSR - Annexure 17 - Part 1 - Contract Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.17	PSR - Annexure 18 - Part 1 - Helensvale Station and QR Integration Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.1.1.18	PSR - Annexure 19 - Part 1 - Completion and Closeout Requirements (Stage 2 Works Deed)
Folder	8.23.3.1.2	Att 9 . Exhibit 1 - D&C PSR
Adobe Acrobat	8.23.3.1.2.1	PSR - Annexure 00 - Introduction (D&C Contract Stage 2) 160415
Adobe Acrobat	8.23.3.1.2.2	PSR - Annexure 01 - Part 1 - Quality Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.3	PSR - Annexure 02 - Part 1 - Environmental Management and Sustainability Requirements (Project Deed)
Adobe Acrobat	8.23.3.1.2.4	PSR - Annexure 02 - Part 1 - Environmental Management and Sustainability Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.5	PSR - Annexure 03 - Part 1 - Safety Management and Change Management Requirements (Project Deed)
Adobe Acrobat	8.23.3.1.2.6	PSR - Annexure 03 - Part 1 - Safety Management and Change Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.7	PSR - Annexure 04 - Part 1 - D&C Program Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.8	PSR - Annexure 05 - Part 1 - Engineering Design Requirements (Stage 2 Works Deed) 160415
Adobe Acrobat	8.23.3.1.2.9	PSR - Annexure 06 - Part 1 - Urban and Landscape Design Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.10	PSR - Annexure 07 - Part 1 -Rolling Stock Requirements (Project Deed)
Adobe Acrobat	8.23.3.1.2.11	PSR - Annexure 08 - Part 1 - Investigations, Surveys and Condition Monitoring Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.12	PSR - Annexure 09 - Part 1 - Construction Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.13	PSR - Annexure 10 - Part 1 - Acceptance Testing Requirements (Stage 2 Works Deed) 160415
Adobe Acrobat	8.23.3.1.2.14	PSR - Annexure 11 - Part 1 - Traffic Coordination and Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.15	PSR - Annexure 12 - Part 1 - Control Systems Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.16	PSR - Annexure 13 - Part 1 - Communication and Stakeholder Management Requirements (Stage 2 Works D
Adobe Acrobat	8.23.3.1.2.17	PSR - Annexure 14 - Part 1 - Operations and Customer Service Requirements (Project Deed)
Adobe Acrobat	8.23.3.1.2.18	PSR - Annexure 15 - Part 1 - Integrated Transport Requirements (Project Deed)
Adobe Acrobat	8.23.3.1.2.19	PSR - Annexure 16 - Part 1 - Asset Management Requirements (Project Deed)

Adobe Acrobat	8.23.3.1.2.20	PSR - Annexure 17 - Part 1 - Attachment 1 - Project Plan Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.21	PSR - Annexure 17 - Part 1 - Attachment 2 - Documentation Schedule (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.22	PSR - Annexure 17 - Part 1 - Contract Management Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.23	PSR - Annexure 18 - Part 1 - Helensvale Station and QR Integration Requirements (Stage 2 Works Deed)
Adobe Acrobat	8.23.3.1.2.24	PSR - Annexure 19 - Part 1 - Completion and Closeout Requirements (Stage 2 Works Deed)
Folder	8.23.3.1.3	Att CPB.1
Adobe Acrobat	8.23.3.1.3.1	AECOM CA for Submission
Folder	8.23.3.1.4	Att CPB.2
Adobe Acrobat	8.23.3.1.4.1	AECOM Letter of Intent
Folder	8.23.3.1.5	Att CPB.3
Adobe Acrobat	8.23.3.1.5.1	Golder CA For Submission
Folder	8.23.3.1.6	Att CPB.4
Adobe Acrobat	8.23.3.1.6.1	Golder Letter of Intent
Adobe Acrobat	8.23.3.1.7	Att 1. Stage 2 Works Deed Schedules
Adobe Acrobat	8.23.3.1.8	Att 1. Stage 2 Works Deed
Adobe Acrobat	8.23.3.1.9	Att 2 Modification Implementation Deed
Adobe Acrobat	8.23.3.1.10	Att 3 Modification Implementation Deed (O&M)
Adobe Acrobat	8.23.3.1.11	Att 4.1_Stage_2_(System_Site_Licence)_Operations_Lic...
Adobe Acrobat	8.23.3.1.12	Att 4.2_Stage_2_-_Site_Access_Schedule
Adobe Acrobat	8.23.3.1.13	Att 4.3_Site_Access_Schedule_Table
Adobe Acrobat	8.23.3.1.14	Att 4_Stage_2_Agreement_To_Licence
Adobe Acrobat	8.23.3.1.15	Att 5 Core Contractor Side Deed
Adobe Acrobat	8.23.3.1.16	Att 6_Independent_Verifier_Deed
Adobe Acrobat	8.23.3.1.17	Att 7 State Security (Stage 2)
Adobe Acrobat	8.23.3.1.18	Att 8 GoldLinQ Interface Deed
Adobe Acrobat	8.23.3.1.19	Att 9. D&C Contract & Schedules
Adobe Acrobat	8.23.3.1.20	Att 10 D&C Contractor Tripartite Deed (Stage 2)
Adobe Acrobat	8.23.3.1.21	Att 11. D&C Interface Deed (Stage 2)
Adobe Acrobat	8.23.3.1.22	Att 12. Council Direct Deed
Adobe Acrobat	8.23.3.1.23	Att 13. Council Interface Agreement
Adobe Acrobat	8.23.3.1.24	Att 14. Rai Interface Deed
Adobe Acrobat	8.23.3.1.25	Att 16 Independent Certifier Deed
Adobe Acrobat	8.23.3.1.26	Att 17. Amended Project Deed Schedules
Adobe Acrobat	8.23.3.1.27	Att 17. Amended Project Deed
Adobe Acrobat	8.23.3.1.28	Att 18_Stage_1_Agreement_To_Licence
Adobe Acrobat	8.23.3.1.29	Att 19. Amended O&M Contract & Schedules
Adobe Acrobat	8.23.3.1.30	Att 19.1 Stage 1 Agreement To Lease Deed of Amendment
Adobe Acrobat	8.23.3.1.31	Att 19.2 Stage 1 (System Site Licence) Operations Lic...
Adobe Acrobat	8.23.3.2	Returnable - R22 Project & Organisation Structure F
Folder	8.24	Returnable 23 - Stage 2 Documents

Folder	8.24.1	Document Map
Adobe Acrobat	8.24.1.1	R23 Doc Map
Folder	8.24.2	Returnable
Folder	8.24.2.1	Attachments(
Adobe Acrobat	8.24.2.1.1	Attachment CPB.1 Site Access Schedule
Adobe Acrobat	8.24.2.1.2	Attachment G.1 - System Site Principles
Adobe Acrobat	8.24.2.2	GoldLinQ Returnable - R23 Stage 2 Documents
Folder	8.25	Returnable 24 - Financial Considerations
Folder	8.25.1	Comparison
Microsoft Word Document	8.25.1.1	GoldLinQ Returnable - R24 Financial Considerations - Comparison (2)
Adobe Acrobat	8.25.1.2	GoldLinQ Returnable - R24 Financial Considerations - Comparison
Folder	8.25.2	Compliance Matrix
Microsoft Word Document	8.25.2.1	R24 - Financial Considerations - Compliance Matrix 201604 F
Adobe Acrobat	8.25.2.2	R24 - Financial Considerations - Compliance Matrix 201604 F (2)
Folder	8.25.3	Document Map
Adobe Acrobat	8.25.3.1	R24 Doc Map
Folder	8.25.4	Returnable
Folder	8.25.4.1	Attachments
Folder	8.25.4.1.1	Att G.4 Amended and Restated Swap Agreements_Stage 1
Adobe Acrobat	8.25.4.1.1.1	GCLR2 - ISDA Schedule Stage 1 - BBVA
Adobe Acrobat	8.25.4.1.1.2	GCLR2 - ISDA Schedule Stage 1 - Intesa
Adobe Acrobat	8.25.4.1.1.3	GCLR2 - ISDA Schedule Stage 1 - KfW
Folder	8.25.4.1.2	Att G.24 Swap Agreements_Stage 2
Adobe Acrobat	8.25.4.1.2.1	GCLR2 - ISDA Master Agreement and Schedule Stage 2 - Intesa
Adobe Acrobat	8.25.4.1.2.2	GCLR2 - ISDA Master Agreement and Schedule Stage 2 - Mizuho
Adobe Acrobat	8.25.4.1.2.3	GCLR2 - ISDA Master Agreement and Schedule Stage 2 - BTMU
Adobe Acrobat	8.25.4.1.2.4	GCLR2 - ISDA Schedule Stage 2 - BBVA
Folder	8.25.4.1.3	Att G.33 - Constitutions of Transaction Parties
Adobe Acrobat	8.25.4.1.3.1	Goldling 1 Holdings Pty Ltd
Adobe Acrobat	8.25.4.1.3.2	Goldling 2 Holdings Pty Ltd
Adobe Acrobat	8.25.4.1.3.3	Goldling 2 Pty Ltd
Adobe Acrobat	8.25.4.1.3.4	Goldling Securitisation 2 Holdings Pty Ltd
Adobe Acrobat	8.25.4.1.3.5	Goldling Securitisation 2 Pty Ltd
Adobe Acrobat	8.25.4.1.3.6	Secure Co Hold Trust 2 Trust Deed
Folder	8.25.4.1.4	Att G.35 - Credit Support Fee Letters
Adobe Acrobat	8.25.4.1.4.1	Credit Support Fee Letter between GoldLinQ 2 Holdings and GoldLinQ 2
Adobe Acrobat	8.25.4.1.4.2	Credit Support Fee Letter between GoldLinQ Holdings and Equity Investors
Adobe Acrobat	8.25.4.1.4.3	Credit Support Fee Letter between GoldLinQ Holdings and GoldLinQ 2 Holdings
Folder	8.25.4.1.5	Att G.37 Equity Commitment Letters(

Adobe Acrobat	8.25.4.1.5.1	Att G.37a Keolis Equity Commitment Letter
Adobe Acrobat	8.25.4.1.5.2	Att G.37b Palisade Equity Commitment Letter
Adobe Acrobat	8.25.4.1.5.3	Att G.37c Aveng Equity Commitment Letter
Adobe Acrobat	8.25.4.1.5.4	Att G.37d INPP Equity Commitment Letter
Adobe Acrobat	8.25.4.1.5.5	Att G.37e Marubeni Equity Commitment Letter
Adobe Acrobat	8.25.4.1.5.6	Att G.37f Plenary Equity Commitment Letter
Folder	8.25.4.1.6	Att G.40 Audited Accounts of Equity Investors
Adobe Acrobat	8.25.4.1.6.1	AAH Financial Statement- 30 June 15 - Final
Adobe Acrobat	8.25.4.1.6.2	IPP Aust Limited signed accounts 31 12 14[1]
Adobe Acrobat	8.25.4.1.6.3	Marubeni Corporation Audit Report 2014
Adobe Acrobat	8.25.4.1.6.4	PASIF 1_30 June 2015 Signed Financial Statements
Adobe Acrobat	8.25.4.1.6.5	PASIF 2_30 June 2015 Signed Financial Statements
Folder	8.25.4.1.7	Att G.41 Audited Accounts of D&C Contractor
Adobe Acrobat	8.25.4.1.7.1	Leighton Contractors Special Purpose 2014
Folder	8.25.4.1.8	Att G.42 Audited Accounts of O&M Contractor
Adobe Acrobat	8.25.4.1.8.1	KDR Gold Coast Financial Statements 30 June 2015 (signed)
Folder	8.25.4.1.9	Att G.43 Audited Accounts of Core Guarantor
Adobe Acrobat	8.25.4.1.9.1	CIMIC Group Dec 2014 Annual Report
Adobe Acrobat	8.25.4.1.9.2	Downer EDI FY15
Adobe Acrobat	8.25.4.1.9.3	KEOLIS-SA - audited - consolidated - EN-2014
Folder	8.25.4.1.10	Att G.44 Base Case Financial Model(
Compressed File	8.25.4.1.10.1	GCLR_Extension_OFModSubmission20160418
Folder	8.25.4.1.11	Att G.49 Draft Insurance Policies and Letters of Support
Adobe Acrobat	8.25.4.1.11.1	Schedule 7 (Insurance) Contract Works Material Damage and Advanced Business Interr_certificate placement
Adobe Acrobat	8.25.4.1.11.2	Schedule 7 (Insurance) Contract Works_Legal Liability_certificate placement
Adobe Acrobat	8.25.4.1.11.3	Schedule 7 (Insurance) CPB Certificate Employers Liab_Workers Comp
Adobe Acrobat	8.25.4.1.11.4	Schedule 7 (Insurance) CPB Certificate Motor
Adobe Acrobat	8.25.4.1.11.5	Schedule 7 (Insurance) CPB Plant_Equipm_Endorse
Adobe Acrobat	8.25.4.1.11.6	Schedule 7 (Insurance) CPB Plant_Equipm_Endorse2
Adobe Acrobat	8.25.4.1.11.7	Schedule 7 (Insurance) Marine Insurance Strategy
Adobe Acrobat	8.25.4.1.11.8	Schedule 7 (Insurance) Marine_sample wording
Adobe Acrobat	8.25.4.1.11.9	Schedule 7 (Insurance) Professional Indemnity Policy
Adobe Acrobat	8.25.4.1.11.10	Schedule 7 (Insurance) Professional Indemnity Schedule
Adobe Acrobat	8.25.4.1.11.11	Schedule 7 (Insurance) Professional Indemnity_certificate placement
Adobe Acrobat	8.25.4.1.12	Att G.1 - Refinancing Co-ordination Deed
Adobe Acrobat	8.25.4.1.13	Att G.2 Amended and Restated Syndicated Facility Agreement (Stage 1)
Adobe Acrobat	8.25.4.1.14	Att G.3 Amended and Restated Common Terms Deed (Stage 1)
Adobe Acrobat	8.25.4.1.15	Att G.5 - Amended and Restated Security Trust Deed (Stage 1)
Adobe Acrobat	8.25.4.1.16	Att G.6 - Amended and Restated Global Deed of Security (Stage 1)

Adobe Acrobat	8.25.4.1.17	Att G.7 - General Security Deed (Stage 1)
Adobe Acrobat	8.25.4.1.18	Att G.8 - Amended and Restated Debt Finance Side Deed (Stage 1)
Adobe Acrobat	8.25.4.1.19	Att G.9 - Amended and Restated Account Bank Deed (Stage 1)
Adobe Acrobat	8.25.4.1.20	Att G.10 - Amendment Deed (Stage 1 Subordinated Loan Agreement)
Adobe Acrobat	8.25.4.1.21	Att G.11 Syndicated Facility Agreement (Stage 2)
Adobe Acrobat	8.25.4.1.22	Att G.12 Common Terms Deed (Stage 2)
Adobe Acrobat	8.25.4.1.23	Att G.13 - On-Loan Agreement (Stage 2)
Adobe Acrobat	8.25.4.1.24	Att G.14 - Securitisation Agreement (Stage 2)
Adobe Acrobat	8.25.4.1.25	Att G.15 - Payment Directions Deed (Stage 2)
Adobe Acrobat	8.25.4.1.26	Att G.16 - Security Trust Deed (Stage 2)
Adobe Acrobat	8.25.4.1.27	Att G.17 - General Security Deed (Stage 2)
Adobe Acrobat	8.25.4.1.28	Att G.18 - Inter-Stage Security (Stage 2)
Adobe Acrobat	8.25.4.1.29	Att G.19 - Inter-Stage Security Sharing Deed (Stage 2)
Adobe Acrobat	8.25.4.1.30	Att G.20 - Debt Finance Side Deed (Stage 2)
Adobe Acrobat	8.25.4.1.31	Att G.21 - Agreement to Sub-Licence (Stage 2)
Adobe Acrobat	8.25.4.1.32	Att G.22 - Operations Sub-licence (System Site) (Stage 2)
Adobe Acrobat	8.25.4.1.33	Att G.23 - Project Co 2 Hedge Agreement ISDA Schedule (Stage 2)
Adobe Acrobat	8.25.4.1.34	Att G.25 - Account Bank Deed (Stage 2)
Adobe Acrobat	8.25.4.1.35	Att G.26 - Security Trustee and Facility Agent Fee Letter (Stage 2)
Adobe Acrobat	8.25.4.1.36	Att G.27 - Payment Certifier Deed
Adobe Acrobat	8.25.4.1.37	Att G.28 - Security Trustee and Facility Agent Fee Letter (Stage 2)
Adobe Acrobat	8.25.4.1.38	Att G.29 Stage 2 Financial Close Adjustment Protocol
Adobe Acrobat	8.25.4.1.39	Att G.29A Transition Services Deed (GoldLinQ 2 Pty Ltd)
Adobe Acrobat	8.25.4.1.40	Att G.29B Transition Services Deed (GoldLinQ Securitisation 2 Holdings Pty Ltd)
Adobe Acrobat	8.25.4.1.41	Att G.30 GCLR - Shareholders Agreement
Adobe Acrobat	8.25.4.1.42	Att G.31 - Deferred Equity Commitment Deed (Stage 2)
Adobe Acrobat	8.25.4.1.43	Att G.32 - Subordinated Loan Agreement (Stage 2)
Adobe Acrobat	8.25.4.1.44	Att G.34 - Consolidated Group Tax Agreements
Adobe Acrobat	8.25.4.1.45	Att G.36 Senior Debt Mandate, Commitment & Fee Letters Stage 1
Adobe Acrobat	8.25.4.1.46	Att G.36 Senior Debt Mandate, Commitment & Fee Letters Stage 2
Adobe Acrobat	8.25.4.1.47	Att G.39 Letters to Project Director
Adobe Acrobat	8.25.4.1.48	Att G.47 GCRT Project Tax Opinion
Microsoft Word Document	8.25.4.2	GoldLinQ Returnable - R24 Financial Considerations F (2)
Adobe Acrobat	8.25.4.3	GoldLinQ Returnable - R24 Financial Considerations F
Folder	8.26	Returnable 25 - D&C and O&M Costs for extended System
Folder	8.26.1	Comparisons
Microsoft Word Document	8.26.1.1	GoldLinQ Returnable - R25 DC and OM Costs for Extended System 201604
Adobe Acrobat	8.26.1.2	R25_Comparison

Folder	8.26.2	Compliance Matrix
Adobe Acrobat	8.26.2.1	R25 - D&C and O&M Costs for extended System - Compliance Matrix 201604 F
Folder	8.26.3	Document Map
Adobe Acrobat	8.26.3.1	R25 Doc Map
Folder	8.26.4	Returnable
Adobe Acrobat	8.26.4.1	Returnable - R25 DC and OM Costs for Extended System_F
Folder	8.27	Returnable 26 - OF Modification Form
Adobe Acrobat	8.27.1	GoldLinQ Returnable - R26 OF Modification Form
Folder	8.28	Returnable 27 - OF Modification evidence of process
Folder	8.28.1	Comparisons
Adobe Acrobat	8.28.1.1	Comparison
Microsoft Word Document	8.28.1.2	Returnable - R 27 OF Modification Evidence of Process F
Folder	8.28.2	Compliance Matrix
Adobe Acrobat	8.28.2.1	R27 - OF Modification Evidence of Process - Compliance Matrix 201604 F
Folder	8.28.3	Document Map
Adobe Acrobat	8.28.3.1	R27 Doc Map
Folder	8.28.4	Returnable
Folder	8.28.4.1	Attachments
Adobe Acrobat	8.28.4.1.1	Attachment G.1 Stage 2 - OF Modifications Plan
Adobe Acrobat	8.28.4.1.2	Attachment G.2 Stage 2 - D&C Procurement Sub-Plan
Adobe Acrobat	8.28.4.1.3	Attachment G.3 Evaluation Plan for Expression of Interest
Adobe Acrobat	8.28.4.1.4	Attachment G.4 Stage 2 - Evaluation Plan D&C Request for Tender
Adobe Acrobat	8.28.4.1.5	Attachment G.5 Stage 2 - Rail System Core Scope Sub-Plan
Adobe Acrobat	8.28.4.1.6	Attachment G.6 Stage 2 - O&M Modification Sub-Plan
Adobe Acrobat	8.28.4.1.7	Attachment G.7 Stage 2 Finance Procurement Sub-Plan
Adobe Acrobat	8.28.4.1.8	Attachment G.8 Stage 2 - D&C Contract Evaluation Report RFT
Adobe Acrobat	8.28.4.1.9	Attachment G.12 Lender's Technical Advisors Third Draft Report
Adobe Acrobat	8.28.4.1.10	Attachment G.13 Probity Plan
Adobe Acrobat	8.28.4.1.11	Attachment G.14 Probity Advisor's Clearance Report
Adobe Acrobat	8.28.4.2	Returnable - R 27 OF Modification Evidence of Process F
Microsoft Excel Spreadsheet	8.29	OF Modification Submission Structure 20160418_1pm
Folder	9.0	Independent Verifier
Adobe Acrobat	9.1	Table of Contents_GHDSMEC JV
Adobe Acrobat	9.2	Cover Letter_GHDSMEC JV
Adobe Acrobat	9.3	Executive Summary_FINAL
Adobe Acrobat	9.4	Appendix 1-A - Teaming Agreement_GHDSMEC JV
Adobe Acrobat	9.5	Appendix 3-A - 01 Org Structure - Copy
Adobe Acrobat	9.6	Appendix 3-A - 02 Curricula Vitae
Adobe Acrobat	9.7	Returnable 01 - IV Structure_GHDSMEC JV

Adobe Acrobat	9.8	Returnable 2 - Quality Assurance_GHDSMEC JV
Adobe Acrobat	9.9	Returnable 3 - Key Personnel
Adobe Acrobat	9.10	Returnable 4 - IVMP_GHDSMEC JV
Adobe Acrobat	9.11	Returnable 08 - Compliance Declaration_GHD - Copy
Adobe Acrobat	9.12	Returnable 9 - Offer Form_FINAL
Adobe Acrobat	9.13	Returnable 10 - Compliance with the Building Code_GHDSMEC JV
Adobe Acrobat	9.14	Returnable 11 - Declaration of Compliance_Building Code_FINAL

Transmittal SLR2-01 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Design Models	01-01	0100 Design.12da	Rev 0	12DA
	01-02	5109 Design.12da	Rev 0	12DA
	01-03	6104 Design.12da	Rev 0	12DA
Reference Design / Drawings	01-04	240570-0-10-05-D G-0100 -CI_REV A	Rev A	PDF
	01-05	240570-0-10-05-D G-0100 -GA_REV A	Rev A	PDF
	01-06	240570-0-10-05-D G-0100 -G D_REV A	Rev A	PDF
	01-07	240570-0-10-05-D G-0100 -G E_REV A	Rev A	PDF
	01-08	240570-0-10-05-DG -0100-L5- REV- A	Rev A	PDF
	01-09	240570-0-10-05-D G-0100 -TC_REV A	Rev A	PDF
	01-10	240570-0-20-05-D G-0100 -DD REV A	Rev A	PDF
	01-11	240570-0-40-05-D G-0100 -EF_REV A	Rev A	PDF
	01-12	240570-0-45-05-D G-0100 -BR_REV A	Rev A	PDF
	01-13	240570-0-45-05-D G-0100 -SD_REV A	Rev A	PDF
	01-14	240570-0-65-05-D G-0000 -RP_REV A	Rev A	PDF
	01-15	240570-0-80-05-D G-0100 -AD_REV A	Rev A	PDF
	01-16	240570-0-80-05-D G-0100 -AD-00000I_REV B	Rev B	PDF
	01-17	240570-0-80-05-D G-0100 -AD-00002_REV B	Rev B	PDF
	01-18	240570-CJ -B0-05-D G-0100 -AD-00004_REV_B	Rev B	PDF
Reference Design / Fly Thru	01-19	GCLR Stage 2 Flythrough & Logos	Rev 0	Media
Reference Design / IRTC Concept	01-20	IRTC Concept Design Sept 14 Drawings	Rev 0	PDF
	01-21	IRTC Concept Design Sept 15 Drawings	Rev 0	PDF
	01-22	IRTC Planning Study Report	Rev 0	PDF
Reference	01-23	Single Track Operations and At-Grade Crossing of	Rev 0	PDF

Folder Name	Item	File Name	Rev	File Type
Design / Operations		Olsen Avenue		
	01-24	TA3129 Initial Light Rail Operational Services Plan	Rev 0	PDF
Reference Design / Reports	01-25	GCLR Stage 2 Microsim Report	Rev 0	PDF
	01-26	GCLR Stage 2 Reference Design Report	Rev 0	PDF
	01-27	GCLR Stage 2 Review of ,Olsen Avenue and Parklands Drive turning movements	Rev 0	PDF
	01-28	GCLR. :Stage 2_ Technical Note Additional N1oise Modelling and Assessment For LR ,only_	Rev 0	PDF
	01-29	GCLR: Stage 2 Technical ~ Note LRT Track From	Rev 0	PDF
	01-30	GCLR Stage 2_TMR Reviews Register_issued_I40615	Rev 0	PDF
	01-31	Helensvale :Station Expansion Reference Design Addendum 1 - Report	Rev 0	PDF
	01-32	Main Report -Traction Power Supply System and Mutual Interaction Studies	Rev 0	PDF

Transmittal SLR2-02 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical	02-01	Geotechnical Survey Brief on General Arrangement Dwg	0	PDF
Investigations / Geotechnical / Boreholes	02-02	Borehole photographs	0	PDF
	02-03	GCLR draft logs210915	0	PDF
	02-04	Preliminary Logs 160915	0	PDF
Investigations / Geotechnical / Cone Penetrometer	02-05	Cone Penetrometer Report	0	PDF
	02-06	Cone Penetrometer Analysis Excel	0	ZIP Excel
Investigations	02-07	Steronet Defect Data	0	EXCEL

Folder Name	Item	File Name	Rev	File Type
/ Geotechnical / Geological Mapping	02-08	Steronet Plots	0	PDF
Investigations /	02-09	120313 Smith Street Blast Investigation	0	PDF
Geotechnical / Historic TMR	02-10	R1371 Smith St Connection 1983	0	PDF
Geotechnical Investigations	02-11	R1779 Olsen Av 1991	0	PDF
	02-12	R1878 GC Highway at Helensvale Stn 1993	0	PDF
	02-13	R1890 QR Bridge over Smith St 1994	0	PDF
	02-14	R1895 QR Bridge of Coombabah Ck 1994	0	PDF
	02-15	R1909 Beenleigh – Redland Bay to Smith St 1994	0	PDF
	02-16	R1999 Beenleigh – Redland Bay to Smith St 1995	0	PDF
	02-17	R3003 Beenleigh – Redland Bay to Smith St 1996	0	PDF
Geotechnical / Laboratory Testing	02-18	G005 (GCLR) 25-09-15	0	PDF
Preliminary Borehole Logs	02-19	GCLR Stage 2 Preliminary Logs230915	0	PDF
Investigations / Potholing PUPs	02-20	151172-001-MIS-A.12da	0	12DA
	02-21	GCLR 16.01	0	PDF
	02-22	GCLR 18.01	0	PDF
	02-23	GCLR 19.01	0	PDF
	02-24	GCLR 19.03	0	PDF
	02-25	GCLR 19.04	0	PDF
	02-26	GCLR 19.05	0	PDF
	02-27	GCLR 19.06	0	PDF
	02-28	GCLR 20	0	PDF
	02-29	GCLR 20.01 and 20.02	0	PDF

Folder Name	Item	File Name	Rev	File Type
	02-30	GCLR 20.03	0	PDF
	02-31	GCLR 20.04	0	PDF
	02-32	GCLR 20.05 and 20.06	0	PDF
	02-33	GCLR 20.07 and 20.08	0	PDF
	02-34	GCLR 20.09 and 20.10	0	PDF
	02-35	GCLR Stage 2 – Southern Section PUP Potholing	0	PDF
	02-36	Potholing Schedule on Existing Features Dwg	0	PDF
Investigations / Topographic Survey	02-37	GCLR 20150922_RevA.12d	0	12DA
	02-38	GCLR_As_Built(GCCC_Grid).12da	0	12DA
	02-39	GCLR_Issue150921(tin_only).12da	0	12DA
	02-40	GCLR_Tin_20150921.dwg	0	DWG
	02-41	Gold Coast Light Rail Stg2_RevA	0	PDF

Transmittal SLR2-03 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Environment / SoundPLAN Geofiles	03-01	DXF_0(1).geo	0	GEO
	03-02	DXF_0(2).geo	0	GEO
	03-03	DXF_0(3).geo	0	GEO
	03-04	DXF_0.geo	0	GEO
	03-05	DXF_0_25.geo	0	GEO
	03-06	DXF_0_RF_PRINT AREA.geo	0	GEO
	03-07	DXF_Buildings_PCG.geo	0	GEO
	03-08	DXF_GENIO[SURVEY MAP 2000 PCG94]D Strings.geo	0	GEO

Folder Name	Item	File Name	Rev	File Type
	03-09	DXF_GENIO[SURVEY MAP 2000 PCG94]F Strings.geo	0	GEO
	03-10	DXF_GENIO[SURVEY MAP 2000 PCG94]G Strings.geo	0	GEO
	03-11	DXF_GENIO[SURVEY MAP 2000 PCG94]R Strings.geo	0	GEO
	03-12	DXF_GENIO[SURVEY MAP 2000 PCG94]S Strings(1).geo	0	GEO
	03-13	DXF_GENIO[SURVEY MAP 2000 PCG94]S Strings.geo	0	GEO
	03-14	DXF_GENIO[SURVEY MAP 2000 PCG94]W Strings.geo	0	GEO
	03-15	DXF_LABELS.geo	0	GEO
	03-16	DXF_MRR_MC(1).geo	0	GEO
	03-17	DXF_MRR_MC.geo	0	GEO
	03-18	DXF_SE_MH.geo	0	GEO
	03-19	DXF_WALL.geo	0	GEO
	03-20	DXF_ZZ2D Tree_Outline.geo	0	GEO
	03-21	GCLR - 300m Buffer Zone.geo	0	GEO
	03-22	GCLR - Buildings.geo	0	GEO
	03-23	GCLR - Elevation Envelope.geo	0	GEO
	03-24	GCLR - Ground Absorption.geo	0	GEO
	03-25	GCLR - Heavy Rail alignment - 2014.geo	0	GEO
	03-26	GCLR - Heavy Rail alignment - 2028.geo	0	GEO
	03-27	GCLR - Heavy Rail alignment.geo	0	GEO
	03-28	GCLR - HV Section - 2028.geo	0	GEO
	03-29	GCLR - LR Section - East Side - 2028 Day.geo	0	GEO
	03-30	GCLR - LR Section - East Side - 2028 Night.geo	0	GEO
	03-31	GCLR - LR Sections.geo	0	GEO

Folder Name	Item	File Name	Rev	File Type
	03-32	GCLR - Rail - Calc Area - HR.geo	0	GEO
	03-33	GCLR - Rail - Calc Area - LR.geo	0	GEO
	03-34	GCLR - Residential Fences.geo	0	GEO
	03-35	GCLR - Roads - Calc Areas.geo	0	GEO
	03-36	GCLR - Single Point Receivers.geo	0	GEO
	03-37	GCLR - The Most Exposed Buildings.geo	0	GEO
	03-38	GCLR alignment - Elevation contours.geo	0	GEO
	03-39	GCLR alignment - Option H2.geo	0	GEO
	03-40	LR Strings - Day.geo	0	GEO
	03-41	LR Strings - Night.geo	0	GEO
	03-42	Noise Wall - 3.0 m North of Smith St Motorway - testing.geo	0	GEO
	03-43	Noise Wall - 3.0 m North of Smith St Motorway.geo	0	GEO
	03-44	Noise Wall - LR - 2.0 m.geo	0	GEO
	03-45	Noise Wall - LR - 3.0 m.geo	0	GEO
	03-46	Noise Wall - LR - 4.0 m.geo	0	GEO
	03-47	Noise Wall - LR Only - 2.0m.geo	0	GEO
	03-48	Noise Wall - LR Only - 3.0m.geo	0	GEO
	03-49	Noise Wall - LR Only - 4.0m.geo	0	GEO
	03-50	Noise Wall - LR Only - 5.0m.geo	0	GEO
	03-51	Noise Wall - LR Only - 6.0m.geo	0	GEO
	03-52	Noise Wall - LR Section.geo	0	GEO
	03-53	Noise Wall - Road 4.0 m.geo	0	GEO
	03-54	Noise Wall - Road - 2.0 m.geo	0	GEO
	03-55	Noise Wall - Road - 3.0 m.geo	0	GEO
	03-56	Noise Wall - Road - 4.0 m along light rail line.geo	0	GEO

Folder Name	Item	File Name	Rev	File Type
	03-57	Noise Wall - Road - 4.0 m.geo	0	GEO
	03-58	Noise Wall - Road - 5.0 m.geo	0	GEO
	03-59	Noise Wall - Road - 6.0 m.geo	0	GEO
	03-60	One Noise Wall - 4.0 along the property boundary.geo	0	GEO
	03-61	Roads - Redundant.geo	0	GEO
	03-62	Smith Olsen - Buildings most relevant.geo	0	GEO
	03-63	Smith Olsen - Buildings.geo	0	GEO
	03-64	Smith Olsen - Elevation contours - Backup.geo	0	GEO
	03-65	Smith Olsen - Elevation contours.geo	0	GEO
	03-66	Smith Olsen - Noise Barrier.geo	0	GEO
	03-67	Smith Olsen - Roads - 2014 Updated.geo	0	GEO
	03-68	Smith Olsen - Roads - 2014.geo	0	GEO
	03-69	Smith Olsen - Roads - 2028.geo	0	GEO
	03-70	Smith Olsen - Roads.geo	0	GEO
	03-71	Smith St 2011 - Buildings 300m Buffer most relevant.geo	0	GEO
	03-72	Smith St 2011 - Buildings 300m Buffer.geo	0	GEO
	03-73	Smith St 2011 - Elevation contours - Backup.geo	0	GEO
	03-74	Smith St 2011 - Elevation contours.geo	0	GEO
	03-75	Smith St 2011 - Noise Barriers surveyed 2008.geo	0	GEO
	03-76	Smith St 2011 - Road Traffic.geo	0	GEO
	03-77	Smith St 2011 - Roads - 2014.geo	0	GEO
	03-78	Smith St 2011 - Roads - 2028.geo	0	GEO
	03-79	Smith St 2011 - Roads - 214 Updated.geo	0	GEO

Transmittal SLR2-04 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Environment / Draft Approvals Matrix Concept Design	02-01	Draft GCLR Statutory approvals table Concept Design	0	PDF
Environment / EAR	02-02	GCLR Stage 2 EAR 1	0	PDF
Environment / Referral Documents / Attachments	02-03	Attachment 1 Figure 1.1 Proposed GoldCoast Light Rail Stage 2 alignment and project footprint	0	PDF
	02-04	Attachment 2 Figure 1.2 Existing IRTC and road corridors associated with GCLR Stage 2	0	PDF
	02-05	Attachment 3 Figure 1.3 Properties partially or wholly intersected by the Project footprint	0	PDF
	02-06	Attachment 4 HCLR Stage 2 Environment Assessment Report	0	PDF
	02-07	Attachment 5 Protected Matters Search Tool Report and Likelihood of occurrence assessment	0	PDF
	02-08	Attachment 6 Figure 3.1 Ramsar wetlands and DIWA within proximity to the GCLR Stage 2 footprint	0	PDF
	02-09	Attachment 7 Figure 3.3 GCLR Stage 2 EPBC Act Listed species and potential habitat	0	PDF
	02-10	Attachment 8 Figure 3.4 GCLR Stage 2 Koala Spot Assessment Technique results	0	PDF
	02-11	Attachment 9 Figure 3.5 Potential Koala movement corridors and barriers	0	PDF
	02-12	Attachment 10 Gold Coast Light Rail Stage 2 Significant Species Management Plan Preliminary	0	PDF
	02-13	Attachment 11 Figure 3.7 GCLR Stage 2 ASRIS acid sulphate soil probability mapping	0	PDF
	02-14	Attachment 12 GIS file for GCLR Stage 2 project footprint	0	ZIP

Transmittal SLR2-05 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
QR / QR Alignment	05-01	Helensvale – Smith St Cable Route Marked Up	0	PDF
	05-02	Helensvale to Smith St Cabling marked up AS etc	0	PDF
	05-03	If429_0001-Part of Proposed Cable Route	0	PDF
QR / QR Helensvale Stn	05-04	141015 Footbridge support email CB	0	PDF
	05-05	240570-6-10-05-SK-00028_1	0	PDF
	05-06	HSE Steering Committee – Endorsement Letter	0	PDF
QR / QR Specs	05-07	CIVIL-SR-001	0	PDF
	05-08	CIVIL-SR-002	0	PDF
	05-09	CIVIL-SR-003	0	PDF
	05-10	CIVIL-SR-005	0	PDF
	05-11	CIVIL-SR-006	0	PDF
	05-12	CIVIL-SR-007	0	PDF
	05-13	CIVIL-SR-008	0	PDF
	05-14	CIVIL-SR-012	0	PDF
	05-15	CIVIL-SR-013	0	PDF
	05-16	CIVIL-SR-014	0	PDF
	05-17	CIVIL-SR-016	0	PDF
	05-18	CIVIL-SR-017	0	PDF
	05-19	FAP 7 – Assigning rail industry spectrum in the 400 MHz band	0	PDF
	05-20	Guide for development in a railway environment	0	PDF
	05-21	J04 – CON-6227 MD-13-339 Station Design Manual	0	PDF

Transmittal SLR2-06 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	06-01	AAPT Statement of Requirements + Attachments	0	PDF
	06-02	APA Statement of Requirements + Attachments	0	PDF
	06-03	Energex Statement of Requirements + Attachments	0	PDF
	06-04	GCW Statement of Requirements + Attachments	0	PDF
	06-05	Optus Statement of Requirements + Attachments	0	PDF
	06-06	Telstra Statement of Requirements + Attachments	0	PDF
	06-07	UECOMM Statement of Requirements + Attachments	0	PDF

Transmittal SLR2-07 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Traffic	07-01	Guide to Managing Traffic Disruption	0	PDF
	07-02	T0585.01 GCRT Stage 2 2 Intersection Reports	0	ZIP
	07-03	T0585.01 Gold Coast Hwy Automatic Reports	0	ZIP
	07-04	T0585.01 Labrador Carrara Rd Automatic Reports	0	ZIP
	07-05	T0585.01 Nerang Southport Rd Automatic Reports	0	ZIP
	07-06	TMR Traffic Management Requirements	0	PDF

Transmittal SLR2-08 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Design Models/	8 - 1	240570-0-10-05-DG-0100-CL-00001.dwg	0	DWG
	8 - 2	240570-0-10-05-DG-0100-CL-00002.dwg	0	DWG
	8 - 3	240570-0-10-05-DG-0100-CL-00003.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
ACAD	8 - 4	240570-0-10-05-DG-0100-CL-00004.dwg	0	DWG
	8 - 5	240570-0-10-05-DG-0100-CL-00005.dwg	0	DWG
	8 - 6	240570-0-10-05-DG-0100-CL-00006.dwg	0	DWG
	8 - 7	240570-0-10-05-DG-0100-CL-00007.dwg	0	DWG
	8 - 8	240570-0-10-05-DG-0100-CL-00008.dwg	0	DWG
	8 - 9	240570-0-10-05-DG-0100-CL-00009.dwg	0	DWG
	8 - 10	240570-0-10-05-DG-0100-CL-00010.dwg	0	DWG
	8 - 11	240570-0-10-05-DG-0100-CL-00011.dwg	0	DWG
	8 - 12	240570-0-10-05-DG-0100-CL-00012.dwg	0	DWG
	8 - 13	240570-0-10-05-DG-0100-CL-00013.dwg	0	DWG
	8 - 14	240570-0-10-05-DG-0100-CL-00014.dwg	0	DWG
	8 - 15	240570-0-10-05-DG-0100-CL-00015.dwg	0	DWG
	8 - 16	240570-0-10-05-DG-0100-CL-00016.dwg	0	DWG
	8 - 17	240570-0-10-05-DG-0100-CL-00017.dwg	0	DWG
	8 - 18	240570-0-10-05-DG-0100-CL-00018.dwg	0	DWG
	8 - 19	240570-0-10-05-DG-0100-CL-00019.dwg	0	DWG
	8 - 20	240570-0-10-05-DG-0100-CL-00020.dwg	0	DWG
	8 - 21	240570-0-10-05-DG-0100-CL-00021.dwg	0	DWG
	8 - 22	240570-0-10-05-DG-0100-DI-00001.dwg	0	DWG
	8 - 23	240570-0-10-05-DG-0100-DI-00002.dwg	0	DWG
	8 - 24	240570-0-10-05-DG-0100-GA-00001.dwg	0	DWG
	8 - 25	240570-0-10-05-DG-0100-GA-00002.dwg	0	DWG
	8 - 26	240570-0-10-05-DG-0100-GA-00003.dwg	0	DWG
	8 - 27	240570-0-10-05-DG-0100-GA-00004.dwg	0	DWG
	8 - 28	240570-0-10-05-DG-0100-GA-00005.dwg	0	DWG
	8 - 29	240570-0-10-05-DG-0100-GA-00006.dwg	0	DWG
	8 - 30	240570-0-10-05-DG-0100-GA-00007.dwg	0	DWG
	8 - 31	240570-0-10-05-DG-0100-GA-00008.dwg	0	DWG
	8 - 32	240570-0-10-05-DG-0100-GA-00009.dwg	0	DWG
	8 - 33	240570-0-10-05-DG-0100-GA-00010.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 34	240570-0-10-05-DG-0100-GA-00011.dwg	0	DWG
	8 - 35	240570-0-10-05-DG-0100-GA-00012.dwg	0	DWG
	8 - 36	240570-0-10-05-DG-0100-GA-00013.dwg	0	DWG
	8 - 37	240570-0-10-05-DG-0100-GA-00014.dwg	0	DWG
	8 - 38	240570-0-10-05-DG-0100-GA-00015.dwg	0	DWG
	8 - 39	240570-0-10-05-DG-0100-GA-00016.dwg	0	DWG
	8 - 40	240570-0-10-05-DG-0100-GA-00017.dwg	0	DWG
	8 - 41	240570-0-10-05-DG-0100-GA-00018.dwg	0	DWG
	8 - 42	240570-0-10-05-DG-0100-GA-00019.dwg	0	DWG
	8 - 43	240570-0-10-05-DG-0100-GA-00020.dwg	0	DWG
	8 - 44	240570-0-10-05-DG-0100-GA-00021.dwg	0	DWG
	8 - 45	240570-0-10-05-DG-0100-GD-00001.dwg	0	DWG
	8 - 46	240570-0-10-05-DG-0100-GD-00002.dwg	0	DWG
	8 - 47	240570-0-10-05-DG-0100-GD-00003.dwg	0	DWG
	8 - 48	240570-0-10-05-DG-0100-GD-00004.dwg	0	DWG
	8 - 49	240570-0-10-05-DG-0100-GD-00005.dwg	0	DWG
	8 - 50	240570-0-10-05-DG-0100-GD-00006.dwg	0	DWG
	8 - 51	240570-0-10-05-DG-0100-GN-00001.dwg	0	DWG
	8 - 52	240570-0-10-05-DG-0100-LP-00001.dwg	0	DWG
	8 - 53	240570-0-10-05-DG-0100-LS-00001.dwg	0	DWG
	8 - 54	240570-0-10-05-DG-0100-LS-00002.dwg	0	DWG
	8 - 55	240570-0-10-05-DG-0100-LS-00003.dwg	0	DWG
	8 - 56	240570-0-10-05-DG-0100-LS-00004.dwg	0	DWG
	8 - 57	240570-0-10-05-DG-0100-LS-00005.dwg	0	DWG
	8 - 58	240570-0-10-05-DG-0100-LS-00006.dwg	0	DWG
	8 - 59	240570-0-10-05-DG-0100-LS-00007.dwg	0	DWG
	8 - 60	240570-0-10-05-DG-0100-LS-00008.dwg	0	DWG
	8 - 61	240570-0-10-05-DG-0100-LS-00009.dwg	0	DWG
	8 - 62	240570-0-10-05-DG-0100-LS-00010.dwg	0	DWG
	8 - 63	240570-0-10-05-DG-0100-LS-00011.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 64	240570-0-10-05-DG-0100-LS-00012.dwg	0	DWG
	8 - 65	240570-0-10-05-DG-0100-LS-00013.dwg	0	DWG
	8 - 66	240570-0-10-05-DG-0100-LS-00014.dwg	0	DWG
	8 - 67	240570-0-10-05-DG-0100-LS-00015.dwg	0	DWG
	8 - 68	240570-0-10-05-DG-0100-LS-00016.dwg	0	DWG
	8 - 69	240570-0-10-05-DG-0100-LS-00017.dwg	0	DWG
	8 - 70	240570-0-10-05-DG-0100-LS-00018.dwg	0	DWG
	8 - 71	240570-0-10-05-DG-0100-LS-00019.dwg	0	DWG
	8 - 72	240570-0-10-05-DG-0100-LS-00020.dwg	0	DWG
	8 - 73	240570-0-10-05-DG-0100-LS-00021.dwg	0	DWG
	8 - 74	240570-0-10-05-DG-0100-TC-00001.dwg	0	DWG
	8 - 75	240570-0-10-05-DG-0100-TC-00002.dwg	0	DWG
	8 - 76	240570-0-10-05-DG-0100-TC-00003.dwg	0	DWG
	8 - 77	240570-0-10-05-DG-0100-TC-00004.dwg	0	DWG
	8 - 78	240570-0-10-05-DG-0100-TC-00005.dwg	0	DWG
	8 - 79	240570-0-10-05-DG-0100-TC-00006.dwg	0	DWG
	8 - 80	240570-0-10-05-DG-0100-TC-00007.dwg	0	DWG
	8 - 81	240570-0-10-05-DG-0100-TC-00008.dwg	0	DWG
	8 - 82	240570-0-10-05-DG-0100-TC-00009.dwg	0	DWG
	8 - 83	240570-0-10-05-DG-0100-TC-00010.dwg	0	DWG
	8 - 84	240570-0-10-05-DG-0100-TC-00011.dwg	0	DWG
	8 - 85	240570-0-10-05-DG-0100-TC-00012.dwg	0	DWG
	8 - 86	240570-0-10-05-DG-0100-TC-00013.dwg	0	DWG
	8 - 87	240570-0-10-05-DG-0100-XS-00001.dwg	0	DWG
	8 - 88	240570-0-10-05-DG-0100-XS-00002.dwg	0	DWG
	8 - 89	240570-0-10-05-DG-0100-XS-00003.dwg	0	DWG
	8 - 90	240570-0-10-05-DG-0100-XS-00004.dwg	0	DWG
	8 - 91	240570-0-10-05-DG-0100-XS-00005.dwg	0	DWG
	8 - 92	240570-0-10-05-DG-0100-XS-00006.dwg	0	DWG
	8 - 93	240570-0-10-05-DG-0100-XS-00007.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 94	240570-0-10-05-DG-0100-XS-00008.dwg	0	DWG
	8 - 95	240570-0-10-05-DG-0100-XS-00009.dwg	0	DWG
	8 - 96	240570-0-10-05-DG-0100-XS-00010.dwg	0	DWG
	8 - 97	240570-0-10-05-DG-0100-XS-00011.dwg	0	DWG
	8 - 98	240570-0-10-05-DG-0100-XS-00012.dwg	0	DWG
	8 - 99	240570-0-10-05-DG-0100-XS-00013.dwg	0	DWG
	8 - 100	240570-0-10-05-DG-0100-XS-00014.dwg	0	DWG
	8 - 101	240570-0-10-05-DG-0100-XS-00015.dwg	0	DWG
	8 - 102	240570-0-10-05-DG-0100-XS-00016.dwg	0	DWG
	8 - 103	240570-0-10-05-DG-0100-XS-00017.dwg	0	DWG
	8 - 104	240570-0-10-05-DG-0100-XS-00018.dwg	0	DWG
	8 - 105	240570-0-10-05-DG-0100-XS-00019.dwg	0	DWG
	8 - 106	240570-0-10-05-DG-0100-XS-00020.dwg	0	DWG
	8 - 107	240570-0-10-05-DG-0100-XS-00021.dwg	0	DWG
	8 - 108	240570-0-10-05-DG-0100-XS-00022.dwg	0	DWG
	8 - 109	240570-0-10-05-DG-0100-XS-00023.dwg	0	DWG
	8 - 110	240570-0-10-05-DG-0100-XS-00024.dwg	0	DWG
	8 - 111	240570-0-10-05-DG-0100-XS-00025.dwg	0	DWG
	8 - 112	240570-0-10-05-DG-0100-XS-00026.dwg	0	DWG
	8 - 113	240570-0-10-05-DG-0100-XS-00027.dwg	0	DWG
	8 - 114	240570-0-10-05-DG-0100-XS-00028.dwg	0	DWG
	8 - 115	240570-0-10-05-DG-0100-XS-00029.dwg	0	DWG
	8 - 116	240570-0-10-05-DG-0100-XS-00030.dwg	0	DWG
	8 - 117	240570-0-10-05-DG-0100-XS-00031.dwg	0	DWG
	8 - 118	240570-0-10-05-DG-0100-XS-00032.dwg	0	DWG
	8 - 119	240570-0-10-05-DG-0100-XS-00033.dwg	0	DWG
	8 - 120	240570-0-10-05-DG-0100-XS-00034.dwg	0	DWG
	8 - 121	240570-0-10-05-DG-0100-XS-00035.dwg	0	DWG
	8 - 122	240570-0-10-05-DG-0100-XS-00036.dwg	0	DWG
	8 - 123	240570-0-10-05-DG-0100-XS-00037.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 124	240570-0-10-05-DG-0100-XS-00038.dwg	0	DWG
	8 - 125	240570-0-10-05-DG-0100-XS-00039.dwg	0	DWG
	8 - 126	240570-0-10-05-DG-0100-XS-00040.dwg	0	DWG
	8 - 127	240570-0-10-05-DG-0100-XS-00041.dwg	0	DWG
	8 - 128	240570-0-10-05-DG-0100-XS-00042.dwg	0	DWG
	8 - 129	240570-0-10-05-DG-0100-XS-00043.dwg	0	DWG
	8 - 130	240570-0-10-05-DG-0100-XS-00044.dwg	0	DWG
	8 - 131	240570-0-10-05-DG-0100-XS-00045.dwg	0	DWG
	8 - 132	240570-0-10-05-DG-0100-XS-00046.dwg	0	DWG
	8 - 133	240570-0-10-05-DG-0100-XS-00047.dwg	0	DWG
	8 - 134	240570-0-10-05-DG-0100-XS-00048.dwg	0	DWG
	8 - 135	240570-0-10-05-DG-0100-XS-00049.dwg	0	DWG
	8 - 136	240570-0-10-05-DG-0100-XS-00050.dwg	0	DWG
	8 - 137	240570-0-10-05-DG-0100-XS-00051.dwg	0	DWG
	8 - 138	240570-0-10-05-DG-0100-XS-00052.dwg	0	DWG
	8 - 139	240570-0-10-05-DG-0100-XS-00053.dwg	0	DWG
	8 - 140	240570-0-10-05-DG-0100-XS-00054.dwg	0	DWG
	8 - 141	240570-0-10-05-DG-0100-XS-00055.dwg	0	DWG
	8 - 142	240570-0-10-05-DG-0100-XS-00056.dwg	0	DWG
	8 - 143	240570-0-10-05-DG-0100-XS-00057.dwg	0	DWG
	8 - 144	240570-0-10-05-DG-0100-XS-00058.dwg	0	DWG
	8 - 145	240570-0-10-05-DG-0100-XS-00059.dwg	0	DWG
	8 - 146	240570-0-10-05-DG-0100-XS-00060.dwg	0	DWG
	8 - 147	240570-0-10-05-DG-0100-XS-00061.dwg	0	DWG
	8 - 148	240570-0-10-05-DG-0100-XS-00062.dwg	0	DWG
	8 - 149	240570-0-10-05-DG-0100-XS-00063.dwg	0	DWG
	8 - 150	240570-0-10-05-DG-0100-XS-00064.dwg	0	DWG
	8 - 151	240570-0-10-05-DG-0100-XS-00065.dwg	0	DWG
	8 - 152	240570-0-20-05-DG-0100-DD-00001.dwg	0	DWG
	8 - 153	240570-0-20-05-DG-0100-DD-00002.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 154	240570-0-20-05-DG-0100-DD-00003.dwg	0	DWG
	8 - 155	240570-0-20-05-DG-0100-DD-00004.dwg	0	DWG
	8 - 156	240570-0-20-05-DG-0100-DD-00005.dwg	0	DWG
	8 - 157	240570-0-20-05-DG-0100-DD-00006.dwg	0	DWG
	8 - 158	240570-0-20-05-DG-0100-DD-00007.dwg	0	DWG
	8 - 159	240570-0-20-05-DG-0100-DD-00008.dwg	0	DWG
	8 - 160	240570-0-20-05-DG-0100-DD-00009.dwg	0	DWG
	8 - 161	240570-0-20-05-DG-0100-DD-00010.dwg	0	DWG
	8 - 162	240570-0-20-05-DG-0100-DD-00011.dwg	0	DWG
	8 - 163	240570-0-20-05-DG-0100-DD-00012.dwg	0	DWG
	8 - 164	240570-0-20-05-DG-0100-DD-00013.dwg	0	DWG
	8 - 165	240570-0-20-05-DG-0100-DD-00014.dwg	0	DWG
	8 - 166	240570-0-20-05-DG-0100-DD-00015.dwg	0	DWG
	8 - 167	240570-0-20-05-DG-0100-DD-00016.dwg	0	DWG
	8 - 168	240570-0-20-05-DG-0100-DD-00017.dwg	0	DWG
	8 - 169	240570-0-20-05-DG-0100-DD-00018.dwg	0	DWG
	8 - 170	240570-0-20-05-DG-0100-DD-00019.dwg	0	DWG
	8 - 171	240570-0-20-05-DG-0100-DD-00020.dwg	0	DWG
	8 - 172	240570-0-20-05-DG-0100-DD-00021.dwg	0	DWG
	8 - 173	240570-0-40-05-DG-0100-EF-00001.dwg	0	DWG
	8 - 174	240570-0-40-05-DG-0100-EF-00002.dwg	0	DWG
	8 - 175	240570-0-40-05-DG-0100-EF-00003.dwg	0	DWG
	8 - 176	240570-0-40-05-DG-0100-EF-00004.dwg	0	DWG
	8 - 177	240570-0-40-05-DG-0100-EF-00005.dwg	0	DWG
	8 - 178	240570-0-40-05-DG-0100-EF-00006.dwg	0	DWG
	8 - 179	240570-0-40-05-DG-0100-EF-00007.dwg	0	DWG
	8 - 180	240570-0-40-05-DG-0100-EF-00008.dwg	0	DWG
	8 - 181	240570-0-40-05-DG-0100-EF-00009.dwg	0	DWG
	8 - 182	240570-0-40-05-DG-0100-EF-00010.dwg	0	DWG
	8 - 183	240570-0-40-05-DG-0100-EF-00011.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 184	240570-0-40-05-DG-0100-EF-00012.dwg	0	DWG
	8 - 185	240570-0-40-05-DG-0100-EF-00013.dwg	0	DWG
	8 - 186	240570-0-40-05-DG-0100-EF-00014.dwg	0	DWG
	8 - 187	240570-0-40-05-DG-0100-EF-00015.dwg	0	DWG
	8 - 188	240570-0-40-05-DG-0100-EF-00016.dwg	0	DWG
	8 - 189	240570-0-40-05-DG-0100-EF-00017.dwg	0	DWG
	8 - 190	240570-0-40-05-DG-0100-EF-00018.dwg	0	DWG
	8 - 191	240570-0-40-05-DG-0100-EF-00019.dwg	0	DWG
	8 - 192	240570-0-40-05-DG-0100-EF-00020.dwg	0	DWG
	8 - 193	240570-0-40-05-DG-0100-EF-00021.dwg	0	DWG
	8 - 194	240570-0-45-05-DG-0100-BR-00001.dwg	0	DWG
	8 - 195	240570-0-45-05-DG-0100-BR-00002.dwg	0	DWG
	8 - 196	240570-0-45-05-DG-0100-BR-00003.dwg	0	DWG
	8 - 197	240570-0-45-05-DG-0100-BR-00004.dwg	0	DWG
	8 - 198	240570-0-45-05-DG-0100-BR-00005.dwg	0	DWG
	8 - 199	240570-0-45-05-DG-0100-BR-00006.dwg	0	DWG
	8 - 200	240570-0-50-05-DG-0100-SD-00001.dwg	0	DWG
	8 - 201	240570-0-50-05-DG-0100-SD-00002.dwg	0	DWG
	8 - 202	240570-0-50-05-DG-0100-SD-00003.dwg	0	DWG
	8 - 203	240570-0-50-05-DG-0100-SD-00004.dwg	0	DWG
	8 - 204	240570-0-50-05-DG-0100-SD-00005.dwg	0	DWG
	8 - 205	240570-0-65-05-DG-0000-RP-00001.dwg	0	DWG
	8 - 206	240570-0-65-05-DG-0000-RP-00002.dwg	0	DWG
	8 - 207	240570-0-65-05-DG-0000-RP-00003.dwg	0	DWG
	8 - 208	240570-0-65-05-DG-0000-RP-00004.dwg	0	DWG
	8 - 209	240570-0-65-05-DG-0000-RP-00005.dwg	0	DWG
	8 - 210	240570-0-65-05-DG-0000-RP-00006.dwg	0	DWG
	8 - 211	240570-0-65-05-DG-0000-RP-00007.dwg	0	DWG
	8 - 212	240570-0-65-05-DG-0000-RP-00008.dwg	0	DWG
	8 - 213	240570-0-65-05-DG-0000-RP-00009.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 214	240570-0-65-05-DG-0000-RP-00010.dwg	0	DWG
	8 - 215	240570-0-65-05-DG-0000-RP-00011.dwg	0	DWG
	8 - 216	240570-0-65-05-DG-0000-RP-00012.dwg	0	DWG
	8 - 217	240570-0-65-05-DG-0000-RP-00013.dwg	0	DWG
	8 - 218	240570-0-65-05-DG-0000-RP-00014.dwg	0	DWG
	8 - 219	240570-0-65-05-DG-0000-RP-00015.dwg	0	DWG
	8 - 220	240570-0-65-05-DG-0000-RP-00016.dwg	0	DWG
	8 - 221	240570-0-65-05-DG-0000-RP-00017.dwg	0	DWG
	8 - 222	240570-0-65-05-DG-0000-RP-00018.dwg	0	DWG
	8 - 223	240570-0-65-05-DG-0000-RP-00019.dwg	0	DWG
	8 - 224	240570-0-65-05-DG-0000-RP-00020.dwg	0	DWG
	8 - 225	240570-0-65-05-DG-0000-RP-00021.dwg	0	DWG
	8 - 226	240570-0-80-05-DG-0100-AD-00001.dwg	0	DWG
	8 - 227	240570-0-80-05-DG-0100-AD-00002.dwg	0	DWG
	8 - 228	240570-0-80-05-DG-0100-AD-00003.dwg	0	DWG
	8 - 229	240570-0-80-05-DG-0100-AD-00004.dwg	0	DWG
	8 - 230	240570-0-80-05-DG-0100-AD-00005.dwg	0	DWG
	8 - 231	240570-0-80-05-DG-0100-AD-00006.dwg	0	DWG
	8 - 232	240570-0-80-05-DG-0100-AD-00007.dwg	0	DWG
	8 - 233	240570-0-80-05-DG-0100-AD-00008.dwg	0	DWG
	8 - 234	240570-0-80-05-DG-0100-AD-00009.dwg	0	DWG
	8 - 235	MRR_DETAIL_A1.dwg	0	DWG
	8 - 236	SW_e532_n6909.ecw	0	ECW
	8 - 237	SW_e532_n6910.ecw	0	ECW
	8 - 238	SW_e532_n6911.ecw	0	ECW
	8 - 239	SW_e533_n6908.ecw	0	ECW
	8 - 240	SW_e533_n6909.ecw	0	ECW
	8 - 241	SW_e533_n6910.ecw	0	ECW
	8 - 242	SW_e533_n6911.ecw	0	ECW
	8 - 243	SW_e534_n6906.ecw	0	ECW

Folder Name	Item	File Name	Rev	File Type
	8 - 244	SW_e534_n6907.ecw	0	ECW
	8 - 245	SW_e534_n6908.ecw	0	ECW
	8 - 246	SW_e534_n6909.ecw	0	ECW
	8 - 247	SW_e534_n6910.ecw	0	ECW
	8 - 248	SW_e534_n6911.ecw	0	ECW
	8 - 249	SW_e535_n6906.ecw	0	ECW
	8 - 250	SW_e535_n6907.ecw	0	ECW
	8 - 251	SW_e535_n6908.ecw	0	ECW
	8 - 252	SW_e536_n6907.ecw	0	ECW
	8 - 253	SW_e537_n6906.ecw	0	ECW
	8 - 254	SW_e537_n6907.ecw	0	ECW
	8 - 255	SW_e537_n6908.ecw	0	ECW
	8 - 256	SW_e538_n6907.ecw	0	ECW
	8 - 257	SW_e538_n6908.ecw	0	ECW
	8 - 258	X_240570_0000_D_DPPI_PL_RP_NEST.dwg	0	DWG
	8 - 259	X_240570_0000_D_DROA_PL_DD_NOTES.dwg	0	DWG
	8 - 260	X_240570_0000_D_DROA_PL_GA_NOTES.dwg	0	DWG
	8 - 261	X_240570_0000_D_DROA_PL_LS_NOTES.dwg	0	DWG
	8 - 262	X_240570_0000_I_PL_ORTHO_ECW.dwg	0	DWG
	8 - 263	X_240570_0000_I_SGEN_PL_LOCALITY.png	0	DWG
	8 - 264	X_240570_0000_S_SCAD_PL.dwg	0	DWG
	8 - 265	X_240570_0000_S_SCON_PL.dwg	0	DWG
	8 - 266	X_240570_0000_S_SDCD_PL.dwg	0	DWG
	8 - 267	X_240570_0000_S_SDTM_PL.dwg	0	DWG
	8 - 268	X_240570_0000_S_SFEN_PL.dwg	0	DWG
	8 - 269	X_240570_9115_D_DROA_PL.dwg	0	DWG
	8 - 270	SW_e533_n6907.ecw	0	ECW
	8 - 271	X_240570_0000_S_SGEN_PL.dwg	0	DWG
	8 - 272	X_240570_0000_S_SGEO_PL_BH.dwg	0	DWG
	8 - 273	X_240570_0000_S_SLIN_PL.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 274	X_240570_0000_S_SPPI_PL_TMR.dwg	0	DWG
	8 - 275	X_240570_0000_S_SRSI_PL.dwg	0	DWG
	8 - 276	X_240570_0000_S_SSTN_PL.dwg	0	DWG
	8 - 277	X_240570_0000_S_SVEG_PL.dwg	0	DWG
	8 - 278	X_240570_0000_T_DVPT_PL.dwg	0	DWG
	8 - 279	X_240570_0000_U_SDRA_PL.dwg	0	DWG
	8 - 280	X_240570_0000_U_SDRA_PL_ARUP_DESIGN.dwg	0	DWG
	8 - 281	X_240570_0000_U_SELE_PL.dwg	0	DWG
	8 - 282	X_240570_0000_U_STEL_PL.dwg	0	DWG
	8 - 283	X_240570_0000_U_SUGS_PL.dwg	0	DWG
	8 - 284	X_240570_0000_U_SUSE_PL.dwg	0	DWG
	8 - 285	X_240570_0000_U_SUTI_PL.dwg	0	DWG
	8 - 286	X_240570_0000_U_SUTI_PL_CONFLICT_LABELS.dwg	0	DWG
	8 - 287	X_240570_0000_U_SUTI_PL_EF_NOTES.dwg	0	DWG
	8 - 288	X_240570_0000_U_SUTI_PL_PH.dwg	0	DWG
	8 - 289	X_240570_0000_U_SUWA_PL.dwg	0	DWG
	8 - 290	X_240570_0100_D_DARC_DE.dwg	0	DWG
	8 - 291	X_240570_0100_D_DARC_PL.dwg	0	DWG
	8 - 292	X_240570_0100_D_DBRI_CL_RW.dwg	0	DWG
	8 - 293	X_240570_0100_D_DBRI_LS_MC01.dwg	0	DWG
	8 - 294	X_240570_0100_D_DBRI_LS_MC01_02.dwg	0	DWG
	8 - 295	X_240570_0100_D_DBRI_LS_MC01_03.dwg	0	DWG
	8 - 296	X_240570_0100_D_DBRI_LS_RW01.dwg	0	DWG
	8 - 297	X_240570_0100_D_DBRI_LS_RW02.dwg	0	DWG
	8 - 298	X_240570_0100_D_DBRI_PL.dwg	0	DWG
	8 - 299	X_240570_0100_D_DBRI_PL_BR01.dwg	0	DWG
	8 - 300	X_240570_0100_D_DBRI_PL_BR02.dwg	0	DWG
	8 - 301	X_240570_0100_D_DBRI_PL_BR03.dwg	0	DWG
	8 - 302	X_240570_0100_D_DDRA_PL.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 303	X_240570_0100_D_DDRA_PL_DD_NEST.dwg	0	DWG
	8 - 304	X_240570_0100_D_DFEN_PL.dwg	0	DWG
	8 - 305	X_240570_0100_D_DRAI_CL.dwg	0	DWG
	8 - 306	X_240570_0100_D_DRAI_LS_MC01_101.dwg	0	DWG
	8 - 307	X_240570_0100_D_DRAI_LS_MC01_102.dwg	0	DWG
	8 - 308	X_240570_0100_D_DRAI_LS_MC01_103.dwg	0	DWG
	8 - 309	X_240570_0100_D_DRAI_LS_MC01_104.dwg	0	DWG
	8 - 310	X_240570_0100_D_DRAI_LS_MC01_105.dwg	0	DWG
	8 - 311	X_240570_0100_D_DRAI_LS_MC01_106.dwg	0	DWG
	8 - 312	X_240570_0100_D_DRAI_LS_MC01_107.dwg	0	DWG
	8 - 313	X_240570_0100_D_DRAI_LS_MC01_108.dwg	0	DWG
	8 - 314	X_240570_0100_D_DRAI_LS_MC01_109.dwg	0	DWG
	8 - 315	X_240570_0100_D_DRAI_LS_MC01_1010.dwg	0	DWG
	8 - 316	X_240570_0100_D_DRAI_LS_MC01_1011.dwg	0	DWG
	8 - 317	X_240570_0100_D_DRAI_LS_MC01_1012.dwg	0	DWG
	8 - 318	X_240570_0100_D_DRAI_LS_MC01_1013.dwg	0	DWG
	8 - 319	X_240570_0100_D_DRAI_LS_MC01_1014.dwg	0	DWG
	8 - 320	X_240570_0100_D_DRAI_LS_MC01_1015.dwg	0	DWG
	8 - 321	X_240570_0100_D_DRAI_LS_MC01_1016.dwg	0	DWG
	8 - 322	X_240570_0100_D_DRAI_LS_MC01_1017.dwg	0	DWG
	8 - 323	X_240570_0100_D_DRAI_LS_MC01_1018.dwg	0	DWG
	8 - 324	X_240570_0100_D_DRAI_LS_MC01_1019.dwg	0	DWG
	8 - 325	X_240570_0100_D_DRAI_LS_MC01_1020.dwg	0	DWG
	8 - 326	X_240570_0100_D_DRAI_LS_MC01_1021.dwg	0	DWG
	8 - 327	X_240570_0100_D_DRAI_LS_MC02_101.dwg	0	DWG
	8 - 328	X_240570_0100_D_DRAI_LS_MC02_102.dwg	0	DWG
	8 - 329	X_240570_0100_D_DRAI_LS_MC02_103.dwg	0	DWG
	8 - 330	X_240570_0100_D_DRAI_LS_MC02_104.dwg	0	DWG
	8 - 331	X_240570_0100_D_DRAI_LS_MC02_105.dwg	0	DWG
	8 - 332	X_240570_0100_D_DRAI_LS_MC02_106.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 333	X_240570_0100_D_DRAI_LS_MC02_107.dwg	0	DWG
	8 - 334	X_240570_0100_D_DRAI_LS_MC02_108.dwg	0	DWG
	8 - 335	X_240570_0100_D_DRAI_LS_MC02_109.dwg	0	DWG
	8 - 336	X_240570_0100_D_DRAI_LS_MC02_1010.dwg	0	DWG
	8 - 337	X_240570_0100_D_DRAI_LS_MC02_1011.dwg	0	DWG
	8 - 338	X_240570_0100_D_DRAI_LS_MC02_1012.dwg	0	DWG
	8 - 339	X_240570_0100_D_DRAI_LS_MC02_1013.dwg	0	DWG
	8 - 340	X_240570_0100_D_DRAI_LS_MC02_1014.dwg	0	DWG
	8 - 341	X_240570_0100_D_DRAI_LS_MC02_1015.dwg	0	DWG
	8 - 342	X_240570_0100_D_DRAI_LS_MC02_1016.dwg	0	DWG
	8 - 343	X_240570_0100_D_DRAI_LS_MC02_1017.dwg	0	DWG
	8 - 344	X_240570_0100_D_DRAI_LS_MC02_1018.dwg	0	DWG
	8 - 345	X_240570_0100_D_DRAI_LS_MC02_1019.dwg	0	DWG
	8 - 346	X_240570_0100_D_DRAI_PL.dwg	0	DWG
	8 - 347	X_240570_0100_D_DRAI_LS_MC02_1020.dwg	0	DWG
	8 - 348	X_240570_0100_D_DRAI_LS_MC02_1021.dwg	0	DWG
	8 - 349	X_240570_0100_D_DRAI_PL_CL_NEST.dwg	0	DWG
	8 - 350	X_240570_0100_D_DRAI_PL_DD_LEGEND.dwg	0	DWG
	8 - 351	X_240570_0100_D_DRAI_PL_GA_LEGEND.dwg	0	DWG
	8 - 352	X_240570_0100_D_DRAI_PL_GA_NEST.dwg	0	DWG
	8 - 353	X_240570_0100_D_DRAI_PL_HAT.dwg	0	DWG
	8 - 354	X_240570_0100_D_DRAI_PL_RP_LEGEND.dwg	0	DWG
	8 - 355	X_240570_0100_D_DRAI_PL_RP_NOTES.dwg	0	DWG
	8 - 356	X_240570_0100_D_DRAI_XS_01.dwg	0	DWG
	8 - 357	X_240570_0100_D_DRAI_XS_02.dwg	0	DWG
	8 - 358	X_240570_0100_D_DRAI_XS_03.dwg	0	DWG
	8 - 359	X_240570_0100_D_DRAI_XS_04.dwg	0	DWG
	8 - 360	X_240570_0100_D_DRAI_XS_05.dwg	0	DWG
	8 - 361	X_240570_0100_D_DRAI_XS_06.dwg	0	DWG
	8 - 362	X_240570_0100_D_DRAI_XS_07.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 363	X_240570_0100_D_DRAI_XS_08.dwg	0	DWG
	8 - 364	X_240570_0100_D_DRAI_XS_09.dwg	0	DWG
	8 - 365	X_240570_0100_D_DRAI_XS_010.dwg	0	DWG
	8 - 366	X_240570_0100_D_DRAI_XS_011.dwg	0	DWG
	8 - 367	X_240570_0100_D_DRAI_XS_012.dwg	0	DWG
	8 - 368	X_240570_0100_D_DRAI_XS_013.dwg	0	DWG
	8 - 369	X_240570_0100_D_DRAI_XS_014.dwg	0	DWG
	8 - 370	X_240570_0100_D_DRAI_XS_015.dwg	0	DWG
	8 - 371	X_240570_0100_D_DRAI_XS_016.dwg	0	DWG
	8 - 372	X_240570_0100_D_DRAI_XS_017.dwg	0	DWG
	8 - 373	X_240570_0100_D_DRAI_XS_018.dwg	0	DWG
	8 - 374	X_240570_0100_D_DRAI_XS_019.dwg	0	DWG
	8 - 375	X_240570_0100_D_DRAI_XS_020.dwg	0	DWG
	8 - 376	X_240570_0100_D_DRAI_XS_021.dwg	0	DWG
	8 - 377	X_240570_0100_D_DRAI_XS_022.dwg	0	DWG
	8 - 378	X_240570_0100_D_DRAI_XS_023.dwg	0	DWG
	8 - 379	X_240570_0100_D_DRAI_XS_024.dwg	0	DWG
	8 - 380	X_240570_0100_D_DRAI_XS_025.dwg	0	DWG
	8 - 381	X_240570_0100_D_DRAI_XS_026.dwg	0	DWG
	8 - 382	X_240570_0100_D_DRAI_XS_027.dwg	0	DWG
	8 - 383	X_240570_0100_D_DRAI_XS_028.dwg	0	DWG
	8 - 384	X_240570_0100_D_DRAI_XS_029.dwg	0	DWG
	8 - 385	X_240570_0100_D_DRAI_XS_030.dwg	0	DWG
	8 - 386	X_240570_0100_D_DRAI_XS_031.dwg	0	DWG
	8 - 387	X_240570_0100_D_DRAI_XS_032.dwg	0	DWG
	8 - 388	X_240570_0100_D_DRAI_XS_033.dwg	0	DWG
	8 - 389	X_240570_0100_D_DRAI_XS_034.dwg	0	DWG
	8 - 390	X_240570_0100_D_DRAI_XS_035.dwg	0	DWG
	8 - 391	X_240570_0100_D_DRAI_XS_036.dwg	0	DWG
	8 - 392	X_240570_0100_D_DRAI_XS_037.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 393	X_240570_0100_D_DRAI_XS_038.dwg	0	DWG
	8 - 394	X_240570_0100_D_DRAI_XS_039.dwg	0	DWG
	8 - 395	X_240570_0100_D_DRAI_XS_040.dwg	0	DWG
	8 - 396	X_240570_0100_D_DRAI_XS_041.dwg	0	DWG
	8 - 397	X_240570_0100_D_DRAI_XS_042.dwg	0	DWG
	8 - 398	X_240570_0100_D_DRAI_XS_043.dwg	0	DWG
	8 - 399	X_240570_0100_D_DRAI_XS_044.dwg	0	DWG
	8 - 400	X_240570_0100_D_DRAI_XS_045.dwg	0	DWG
	8 - 401	X_240570_0100_D_DRAI_XS_046.dwg	0	DWG
	8 - 402	X_240570_0100_D_DRAI_XS_047.dwg	0	DWG
	8 - 403	X_240570_0100_D_DRAI_XS_048.dwg	0	DWG
	8 - 404	X_240570_0100_D_DRAI_XS_049.dwg	0	DWG
	8 - 405	X_240570_0100_D_DRAI_XS_050.dwg	0	DWG
	8 - 406	X_240570_0100_D_DRAI_XS_051.dwg	0	DWG
	8 - 407	X_240570_0100_D_DRAI_XS_052.dwg	0	DWG
	8 - 408	X_240570_0100_D_DRAI_XS_053.dwg	0	DWG
	8 - 409	X_240570_0100_D_DRAI_XS_054.dwg	0	DWG
	8 - 410	X_240570_0100_D_DRAI_XS_055.dwg	0	DWG
	8 - 411	X_240570_0100_D_DRAI_XS_056.dwg	0	DWG
	8 - 412	X_240570_0100_D_DRAI_XS_057.dwg	0	DWG
	8 - 413	X_240570_0100_D_DRAI_XS_058.dwg	0	DWG
	8 - 414	X_240570_0100_D_DRAI_XS_059.dwg	0	DWG
	8 - 415	X_240570_0100_D_DRAI_XS_060.dwg	0	DWG
	8 - 416	X_240570_0100_D_DRAI_XS_061.dwg	0	DWG
	8 - 417	X_240570_0100_D_DRAI_XS_062.dwg	0	DWG
	8 - 418	X_240570_0100_D_DRAI_XS_063.dwg	0	DWG
	8 - 419	X_240570_0100_D_DRAI_XS_064.dwg	0	DWG
	8 - 420	X_240570_0100_D_DRAI_XS_065.dwg	0	DWG
	8 - 421	X_240570_0100_D_DRNB_PL.dwg	0	DWG
	8 - 422	X_240570_0100_D_DROF_PL.dwg	0	DWG

Folder Name	Item	File Name	Rev	File Type
	8 - 423	X_240570_0100_U_SUTI_PL_EF_NEST.dwg	0	DWG
	8 - 424	X_240570_0101_D_DRAI_CL.dwg	0	DWG
	8 - 425	X_240570_0101_D_DROA_XS_TYP.dwg	0	DWG
	8 - 426	X_240570_3101_D_DROA_PL.dwg	0	DWG
	8 - 427	X_240570_5106_D_DROA_PL.dwg	0	DWG
	8 - 428	X_240570_5109_D_DROA_PL.dwg	0	DWG
	8 - 429	X_240570_6103_D_DARC_PL.dwg	0	DWG
	8 - 430	X_240570_6104_D_DROA_PL.dwg	0	DWG
	8 - 431	X_240570_9109_D_DBRI_PL_REF.dwg	0	DWG
	8 - 432	X_240570_9112_D_DROA_PL_REF.dwg	0	DWG
	8 - 433	SW_e536_n6906.ecw	0	ECW

Transmittal SLR2-09 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Design Guides	09-01	Public Transport Infrastructure Manual 2015	0	PDF
	09-02	Transport and Main Roads South Coast Region Flora Species	0	PDF

Transmittal SLR2-10 (28 September 2015)

Folder Name	Item	File Name	Rev	File Type
Related Projects As Cons / 2010 TMR Gold Coast University Hospital	10-01	As constructed service relocations 4 Aug 10.12da	0	12D

Folder Name	Item	File Name	Rev	File Type
(Olsen Av Upgrade)				
Related Projects As Cons / 2012 TMR Smith St Early Works	10-02	2012 Smith Street Upgrade AS BUILT ALLCONNEX	0	PDF
	10-03	ascon gas power electrical 9 11 12.12da	0	12D

Transmittal SLR2-11 (12 October 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Potholing PUPs / Northern	11-01	18.02 Sewer MH	0	PDF
	11-02	18.03 Tel	0	PDF
	11-03	18.04 Sewer MH	0	PDF
	11-04	18.05 Tel	0	PDF
	11-05	19.02 Sewer MH	0	PDF
Investigations / Potholing PUPs / Southern / DBYD	11-04	9562454	0	PDF
	11-05	AAPT & Powertel - 47390131	0	PDF
	11-06	AARNet – DBYD Referral 47390137	0	ZIP
	11-07	APA - 47390138	0	PDF
	11-08	Authority to Work Request	0	PDF
	11-09	Energex – DBYD Seq NO 47390134 Job No 9562454 – Smith Street Gaven	0	ZIP
	11-10	Nextgen – DBYD Response – Sequence No 47390133, Job No 9562454	0	ZIP
	11-11	Optus & Uecomm – DBYD Referral 47390136[9562454]	0	ZIP
	11-12	Optus & Uecomm 2 – DBYD Referral 47390136[9562454]	0	ZIP
	11-13	Optus & Uecomm 3 – DBYD Referral 47390136[9562454]	0	ZIP

Folder Name	Item	File Name	Rev	File Type
	11-14	PIPE Networks – DBYD – Request ID 47390132, Utility ID 30705 is affected	0	ZIP
	11-15	Telstra – DBYD JOB 9562454 SEQ 47390135-Smith StreetGavenQld 4211	0	ZIP
Investigations / Potholing PUPs / Southern/ Photos	11-16	Southern Potholing Photos	0	ZIP
Investigations / Potholing PUPs / Southern	11-17	AHS GCLR Stage 2 – Southern Section PUP Investigation Report	0	PDF
	11-18	GCLR Stage 2 – Southern Section PUP	0	PDF
	11-19	GCLR Stage 2 – Southern Section PUP	0	EXCEL

Transmittal SLR2-11 (12 October 2015)

Folder Name	Item	File Name	Rev	File Type
Environment\ Referral Documents	11-01	GCLR Stage 2 EPBC Act Referral Cover Letter	0	PDF
	11-02	Gold Coast Light Rail Stage 2 EPBC Act Referral TMR 25092015	0	PDF
Reference Design\Hydraulic Models\Biggera Creek	11-03	Biggera Creek		ZIP
Reference Design\Hydraulic Models\Coombabah Creek	11-04	Coombabah Creek	0	ZIP
Reference Design\Design Models\12d\1 SURVEY\0000 SURVEY	11-05	0000 TINS	0	12da
	11-06	0000 SURVEY	0	12da

Folder Name	Item	File Name	Rev	File Type
Reference Design\Design Models\12d\2 DESIGN	11-07	0100 DESIGN	Reissue 0	12da
	11-08	5109 DESIGN	Reissue 0	12da
	11-09	6104 DESIGN	Reissue 0	12da
Reference Design\Standards\Supplementary Specifications	11-10	CGC SUPPLEMENTARY SPECIFICATION VERSION 17 - 16 February 2015	0	PDF

Transmittal SLR2-12 (12 October 2015)

Folder Name	Item	File Name	Rev	File Type
Traffic\Video	12-01	T0585 Labrador-Carrara Rd & Crestwood Dr	0	ZIP
	12-02	T0585 GC H'way & Country Club Dr	0	ZIP
	12-03	T0585 Labrador-Carrara Rd & Napper Rd	0	ZIP
	12-04	T0585 Nerang-Southport Rd & Labrador-Carrara Rd	0	ZIP
	12-05	T0585 Labrador-Carrara Rd & Hollows Way	0	ZIP
	12-06	T0585 Labrador-Carrara Rd & Smith St EB	0	ZIP
	12-07	T0585 Labrador-Carrara Rd & Smith St WB	0	ZIP
	12-08	T0585 Labrador-Carrara Rd & Parklands Dr	0	ZIP
	12-09	T0585 Smith St & Kumbari Ave	0	ZIP
	12-10	T0585 Smith St & Parklands Dr	0	ZIP
	12-11	T0585 Smith St & Napper Rd	0	ZIP
	12-12	T0585 Smith St & Heslop Rd	0	ZIP
	12-13	T0585 Smith St & Kingston Dr	0	ZIP

Folder Name	Item	File Name	Rev	File Type
	12-14	T0585 Gold Coast H'way & Olsen Ave	0	ZIP
	12-15	T0585 Helensvale Town Centre Dr & Country Club Link Rd	0	ZIP

Transmittal SLR2-13 (12 October 2015)

Folder Name	Item	File Name	Rev	File Type
Traffic\Video	14-01	T0585 Smith St Midblock Sat-Fri	0	ZIP

Transmittal SLR2-14 (13 October 2015)

Folder Name	Item	File Name	Rev	File Type
Traffic\Video	14-01	T0585 GC H'way & Country Club Dr	0	ZIP
	14-02	T0585 Gold Coast H'way & Olsen Ave	0	ZIP
	14-03	T0585 Helensvale Town Centre Dr & Country Club Link Rd	0	ZIP
	14-04	T0585 Labrador-Carrara Rd & Crestwood Dr	0	ZIP
	14-05	T0585 Labrador-Carrara Rd & Hollows Way	0	ZIP
	14-06	T0585 Labrador-Carrara Rd & Napper Rd	0	ZIP
	14-07	T0585 Labrador-Carrara Rd & Parklands Dr	0	ZIP
	14-08	T0585 Labrador-Carrara Rd & Smith St EB	0	ZIP
	14-09	T0585 Labrador-Carrara Rd & Smith St WB	0	ZIP
	14-10	T0585 Nerang-Southport Rd & Labrador-Carrara Rd	0	ZIP
	14-11	T0585 Smith St & Heslop Rd	0	ZIP

Folder Name	Item	File Name	Rev	File Type
	14-12	T0585 Smith St & Kingston Dr	0	ZIP
	14-13	T0585 Smith St & Kumbari Ave	0	ZIP
	14-14	T0585 Smith St & Napper Rd	0	ZIP
	14-15	T0585 Smith St & Parklands Dr	0	ZIP

Transmittal SLR2-15 (13 October 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical / Boreholes	15-01	Borehole photographs V2	1	PDF
	15-02	Final Logs 121015	0	PDF
Investigations / Geotechnical / Geological Mapping	15-03	121015 GCLR Geological Mapping Report Rev 0	0	PDF
Investigations / Geotechnical / Geological Mapping / Dips (v6) Data	15-04	GM1.dips6	0	DIPS6
	15-05	GM1.dipsvs	0	DIPSVS
	15-06	GM2.dips6	0	DIPS6
	15-07	GM2.dipsvs	0	DIPSVS
	15-08	GM3.dips6	0	DIPS6
	15-09	GM3.dipsvs	0	DIPSVS
	15-10	GM4.dips6	0	DIPS6
	15-11	GM4.dipsvs	0	DIPSVS
	15-12	GM5.dips6	0	DIPS6
	15-13	GM5.dipsvs	0	DIPSVS
	15-14	GM5 Small.dips6	0	DIPS6
	15-15	GM5 Small.dipsvs	0	DIPSVS

Folder Name	Item	File Name	Rev	File Type
	15-16	GM6.dips6	0	DIPS6
	15-17	GM6.dipsvs	0	DIPSVS
Investigations / Geotechnical / Laboratory Testing	15-18	15090329-OED	0	PDF
	15-19	15090330-OED	0	PDF
	15-20	15090332-OED	0	PDF
	15-21	G005 (GCLR) 071015	0	PDF
Investigations / Geotechnical / Seismic Refraction Report	15-22	MES 531 GCLR-ab	0	PDF
Investigations / Potholing PUPs / Northern	15-23	18.02 Sewer MH	0	PDF
	15-24	18.03 Tel	0	PDF
	15-25	18.04 Sewer MH	0	PDF
	15-26	18.05 Tel	0	PDF
	15-27	19.02 Sewer MH	0	PDF
Investigations / Potholing PUPs / Southern	15-28	AHS GCLR Stage 2 – Southern Section PUP Investigation Report	0	PDF
	15-29	GCLR Stage 2 – Southern Section PUP	0	PDF
	15-30	GCLR Stage 2 – Southern Section PUP	0	EXCEL
Investigations / Potholing PUPs / Southern / DBYD	15-31	9562454	0	PDF
	15-32	AAPT & Powertel - 47390131	0	PDF
	15-33	AARNet – DBYD Referral 47390137	0	ZIP
	15-34	APA - 47390138	0	PDF
	15-35	Authority to Work Request	0	PDF
	15-36	Energex – DBYD Seq NO 47390134 Job No 9562454 – Smith Street Gaven	0	ZIP

Folder Name	Item	File Name	Rev	File Type
	15-37	Nextgen – DBYD Response – Sequence No 47390133, Job No 9562454	0	ZIP
	15-38	Optus & Uecomm – DBYD Referral 47390136[9562454]	0	ZIP
	15-39	Optus & Uecomm 2 – DBYD Referral 47390136[9562454]	0	ZIP
	15-40	Optus & Uecomm 3 – DBYD Referral 47390136[9562454]	0	ZIP
	15-41	PIPE Networks – DBYD – Request ID 47390132, Utility ID 30705 is affected	0	ZIP
	15-42	Telstra – DBYD JOB 9562454 SEQ 47390135-Smith StreetGavenQld 4211	0	ZIP
Investigations / Potholing PUPs / Southern / Photos	15-43	Southern Potholing Photos	0	ZIP

Transmittal SLR2-16 (13 October 2015)

Folder Name	Item	File Name	Rev	File Type
QR / QR Std Drawing	16-01	QR-C-S3038	0	PDF

Transmittal SLR2-17 (21 October 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Design Models	17-01	GCLR2 October 15 – Reference Design 12d Project	0	ZIP

Folder Name	Item	File Name	Rev	File Type
Reference Design / IRTC Concept	17-02	IRTC Concept Design October 15 Drawings	0	PDF
	17-03	IRTC October 15 – 12d Project	0	ZIP
	17-04	IRTC October 15 – Adac Files	0	ZIP

Transmittal SLR2-18 (21 October 2015)

Folder Name	Item	File Name	Rev	File Type
Traffic	18-01	GCLR2 Aimsun Models	0	ZIP

Transmittal SLR2-19 (21 October 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	19-01	Energex Statement of Requirements + Attachments 15 October 2015	1	PDF

Transmittal SLR2-20 (22 October 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Open Track Model	20-01	2014 05 17 – Stage 2 v1.7.opentrack	0	OPENT RACK
	20-02	GCLR Stage 2 – Journey Time Assessment Issue 2.0 – 2014 0 17	0	PDF
	20-03	Gold Coast LRT.COURSES	0	COURS ES
	20-04	Gold Coast LRT.DEPOT	0	DEPOT

Folder Name	Item	File Name	Rev	File Type
	20-05	Gold Coast LRT.DEST	0	DEST
	20-06	Gold Coast LRT.stations.stations	0	STATIONS
	20-07	Gold Coast LRT.TIMETABLE	0	TIMETABLE
	20-08	Gold Coast LRT.TRAINS	0	TRAINS

Transmittal SLR2-21 (23 October 2015)

Folder Name	Item	File Name	Rev	File Type
QR\QR Alignment\cable route	21-01	S21855_B.pdf	0	pdf
	21-02	S21857_A.pdf	0	pdf
QR\QR Alignment\car park and station drainage	21-03	S21842_C.pdf	0	pdf
	21-04	S21843_B.pdf	0	pdf
	21-05	S45510-1.pdf	0	pdf
	21-06	S45511-2.pdf	0	pdf
	21-07	S46981_A.pdf	0	pdf
QR\QR Alignment\coombabah creek bridge	21-08	S21864_A.pdf	0	pdf
	21-09	S21900_A.pdf	0	pdf
	21-10	S21901_A.pdf	0	pdf
	21-11	S21902_A.pdf	0	pdf
	21-12	S21903_A.pdf	0	pdf
	21-13	S21904_A.pdf	0	pdf
	21-14	S21905_A.pdf	0	pdf
	21-15	S21906_A.pdf	0	pdf
	21-16	S21907_A.pdf	0	pdf
	21-17	S21908_A.pdf	0	pdf
	21-18	S21909_A.pdf	0	pdf

Folder Name	Item	File Name	Rev	File Type
	21-19	S21910_A.pdf	0	pdf
	21-20	S21911_A.pdf	0	pdf
	21-21	S21912_A.pdf	0	pdf
	21-22	S21913_A.pdf	0	pdf
	21-23	S21914_A.pdf	0	pdf
	21-24	S34337_A.pdf	0	pdf
	21-25	S34338_A.pdf	0	pdf
	21-26	S34339_A.pdf	0	pdf
	21-27	S34340_A.pdf	0	pdf
	21-28	S34341_A.pdf	0	pdf
	21-29	S34342_A.pdf	0	pdf
QR\QR Alignment\duplication works	21-30	S19857_0012_C.pdf	0	pdf
	21-31	S21830_D.pdf	0	pdf
	21-32	S21832_C.pdf	0	pdf
	21-33	S21833_C.pdf	0	pdf
	21-34	S21834_C.pdf	0	pdf
	21-35	S21835_C.pdf	0	pdf
	21-36	S21993_A.pdf	0	pdf
	21-37	S23929.pdf	0	pdf
	21-38	S34335_A.pdf	0	pdf
	21-39	S34336_A.pdf	0	pdf
	21-40	S34383_A.pdf	0	pdf
	21-41	S34388_A.pdf	0	pdf
	21-42	S34389_A.pdf	0	pdf
	21-43	S34390_A.pdf	0	pdf
QR\QR Alignment\overbridge at 68_527km	21-44	S22491_B.pdf	0	pdf
	21-45	S22492_B.pdf	0	pdf
	21-46	S22493_A.pdf	0	pdf
	21-47	S22494_A.pdf	0	pdf
	21-48	S22495_A.pdf	0	pdf

Folder Name	Item	File Name	Rev	File Type
	21-49	S22496_A.pdf	0	pdf
	21-50	S22497_A.pdf	0	pdf
	21-51	S22498_A.pdf	0	pdf
	21-52	S22499_A.pdf	0	pdf
	21-53	S22500_A.pdf	0	pdf
	21-54	S22501_A.pdf	0	pdf
	21-55	S22502_A.pdf	0	pdf
	21-56	S22503_A.pdf	0	pdf
	21-57	S22504_A.pdf	0	pdf
	21-58	S22505_A.pdf	0	pdf
	21-59	S22506_A.pdf	0	pdf
	21-60	S22507_A.pdf	0	pdf
	21-61	S22508_A.pdf	0	pdf
	21-62	S22509_A.pdf	0	pdf
	21-63	S22510_A.pdf	0	pdf
	21-64	S22511_A.pdf	0	pdf
	21-65	S22512_B.pdf	0	pdf
	21-66	S22513_B.pdf	0	pdf
	21-67	S22514_B.pdf	0	pdf
	21-68	S22515_B.pdf	0	pdf
	21-69	S22516_C.pdf	0	pdf
	21-70	S22517_C.pdf	0	pdf
	21-71	S22518_0001_B.pdf	0	pdf
	21-72	S22518_0002_A.pdf	0	pdf
	21-73	S22518_0003_A.pdf	0	pdf
	21-74	S22518_0004_A.pdf	0	pdf
	21-75	S22519_A.pdf	0	pdf
QR\QR Alignment\smith street	21-76	S21916_A.pdf	0	pdf
	21-77	S21917_A.pdf	0	pdf
	21-78	S21918_A.pdf	0	pdf

Folder Name	Item	File Name	Rev	File Type
	21-79	S34344_A.pdf	0	pdf
	21-80	S34345_A.pdf	0	pdf
QR\QR Alignment\station	21-81	A1_L_921_4_B.pdf	0	pdf
	21-82	M01785_001_A.pdf	0	pdf
	21-83	M01785_A12_B.pdf	0	pdf
	21-84	M01785_A14_B.pdf	0	pdf
	21-85	M01785_A15_B.pdf	0	pdf
	21-86	M01785_A2_C.pdf	0	pdf
	21-87	M01785_A28_A.pdf	0	pdf
	21-88	M01785_A3_C.pdf	0	pdf
	21-89	M01785_A38.pdf	0	pdf
	21-90	M01785_A41.pdf	0	pdf
	21-91	M01785_A42.pdf	0	pdf
	21-92	M01785_A5_C.pdf	0	pdf
	21-93	M01785_A6_A.pdf	0	pdf
	21-94	M01785_A7_B.pdf	0	pdf
	21-95	M01785_A8_B.pdf	0	pdf
	21-96	M01785_H02_A.pdf	0	pdf
	21-97	M01785_H03_A.pdf	0	pdf
	21-98	M01785_H05_B.pdf	0	pdf
	21-99	M01785_H07_2_B.pdf	0	pdf
	21-100	M01785_H07_A.pdf	0	pdf
	21-101	M01785_S03_C.pdf	0	pdf
	21-102	M01785_S04_C.pdf	0	pdf
	21-103	M01785_S05_B.pdf	0	pdf
	21-104	M01785_S06_C.pdf	0	pdf
	21-105	M01785_S07_C.pdf	0	pdf
	21-106	M01785_S08_B.pdf	0	pdf
	21-107	M01785_S09_B.pdf	0	pdf
	21-108	M01785_S10_B.pdf	0	pdf

Folder Name	Item	File Name	Rev	File Type
	21-109	M01785_S11_B.pdf	0	pdf
	21-110	M01785_S12_C.pdf	0	pdf
	21-111	M01785_S13_A.pdf	0	pdf
	21-112	M01785_S14.pdf	0	pdf
	21-113	M01785_S15.pdf	0	pdf
	21-114	S22660.pdf	0	pdf
	21-115	S22661.pdf	0	pdf
	21-116	S22662.pdf	0	pdf
	21-117	S22663.pdf	0	pdf
QR\QR Alignment quadruplication planning	21-118	SUR1166_14.pdf	0	pdf
	21-119	SUR1166_15.pdf	0	pdf
QR\QR Alignment\track cross sections	21-120	S30208_0001.pdf	0	pdf
	21-121	S30209_0002.pdf	0	pdf
	21-122	S30210_0003.pdf	0	pdf
	21-123	S30211_0004.pdf	0	pdf
	21-124	S30212_0005.pdf	0	pdf
	21-125	S30213_0006.pdf	0	pdf
	21-126	S30214_0007.pdf	0	pdf
	21-127	S30215_0008.pdf	0	pdf
	21-128	S30216_0009.pdf	0	pdf
	21-129	S30217_0010.pdf	0	pdf
	21-130	S30218_0011.pdf	0	pdf
	21-131	S30219_0012.pdf	0	pdf
	21-132	S30220_0013.pdf	0	pdf
	21-133	S30221_0014.pdf	0	pdf
	21-134	S30222_0015.pdf	0	pdf
	21-135	S30223_0016.pdf	0	pdf
	21-136	S30162_0002.pdf	0	pdf
	21-137	S30163_0003.pdf	0	pdf

Folder Name	Item	File Name	Rev	File Type
	21-138	S30164_0004.pdf	0	pdf
	21-139	S30165_0005.pdf	0	pdf
	21-140	S30166_0006.pdf	0	pdf
QR\QR Helensvale Stn	21-141	M01785_A15_B.pdf	0	pdf
	21-142	M01785_A40.pdf	0	pdf
	21-143	M01785_S01_A.pdf	0	pdf
	21-144	M01785_S02_C.pdf	0	pdf
	21-145	M01785_S03_C.pdf	0	pdf
	21-146	M01785_S05_B.pdf	0	pdf

Transmittal SLR2-22 (23 October 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design\Design Model - October 2015\PDF	22-01	240570-0-10-05-DG-0100-CL	0	PDF
	22-02	240570-0-10-05-DG-0100-GA	0	PDF
	22-03	240570-0-10-05-DG-0100-GD	0	PDF
	22-04	240570-0-10-05-DG-0100-GE	0	PDF
	22-05	240570-0-10-05-DG-0100-LS	0	PDF
	22-06	240570-0-10-05-DG-0100-TC	0	PDF
	22-07	240570-0-10-05-DG-0100-XS	0	PDF
	22-08	240570-0-20-05-DG-0100-DD	0	PDF
	22-09	240570-0-40-05-DG-0100-EF	0	PDF
	22-10	240570-0-45-05-DG-0100-BR	0	PDF
	22-11	240570-0-50-05-DG-0100-SD	0	PDF
Reference Design\ Design Model - October 2015\CAD	22-12	CAD Files	0	ZIP
Reference	22-13	1.4MVA_6m_Stg1&2_SS2@6900_adst_2X400_Nor	0	TPRF

Folder Name	Item	File Name	Rev	File Type
Design\TPS Modelling		mal		
	22-14	1.4MVA_6m_Stg1&2_SS2@6900_adst_2X400_SS1 OFF	0	TPRF
	22-15	1.4MVA_6m_Stg1&2_SS2@6900_adst_2X400_SS2 OFF	0	TPRF
	22-16	1.4MVA_6m_Stg1&2_SS2@6900_adst_2X400_SS3 OFF	0	TPRF
	22-17	2MVA_3m_Stg1&2_SS2@6900_adst_2x400_Normal	0	TPRF
	22-18	2MVA_3m_Stg1&2_SS2@6900_adst_2x400_SS2 OFF	0	TPRF
	22-19	2MVA_3m_Stg1&2_SS2@6900_adst_2x400_SS3 OFF	0	TPRF
	22-20	2MVA_3m_Stg1&2_SS2@6900_adst_SS1 OFF	0	TPRF
Smith Street Mwy\AsCon\12d	22-21	SMITH ST ASCON MODEL	0	12d
Smith Street Mwy\AsCon\JP G	22-22	AsCon	0	ZIP

Transmittal SLR2-23 (27 October 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design\Smith Street Mwy\Design	23-01	Smith Street Mwy Upgrade (14_15)	0	12d
Reference Design\Aerial Imagery	23-02	24073A_Gold_Coast_2015_10cm_Orthos	0	PDF
	23-03	SSL_2015_1662		PDF
	23-04	Aerial Imagery		ZIP

Transmittal SLR2-24 (28 October 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	24-01	GCW Statement of Requirements + Attachments 28 Oct 15	1	PDF

Transmittal SLR2-25 (28 October 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design \ Deign Models	25-01	TIN 0000 SURVEY DTM	0	ZIP
Reference Design \ Technical Notes	25-02	GCLR2 Reference Design Considerations 151021 FINAL	0	PDF
	25-03	GCLR2 Reference Design Update 151014 FINAL	0	PDF

Transmittal SLR2-26 (28 October 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Topographical Survey	26-01	GCLR Stabling Yards OCT 15 V0.12da	0	ZIP

Transmittal SLR2-27 (29 October 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations /	27-01	Borehole Log BH-CC-01 (29 October 2015)	1	PDF

Folder Name	Item	File Name	Rev	File Type
Geotechnical / Corrected Borehole Logs	27-02	Borehole Log BH-CC-02 (29 October 2015)	1	PDF

Transmittal SLR2-28 (30 October 2015)

Folder Name	Item	File Name	Rev	File Type
Related Projects As Cons	28-01	Gold Coast Country Club Overbridge	0	PDF

Transmittal SLR2-29 (30 October 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Design Models / Replace Corrupt DWG Files	29-01	240570-0-10-05-DG-0100-LS-0001.dwg	1	DWG
	29-02	240570-0-10-05-DG-0100-LS-0002.dwg	1	DWG
	29-03	240570-0-10-05-DG-0100-TC-00001.dwg	1	DWG
	29-04	240570-0-10-05-DG-0100-TC-00011.gwg	1	DWG
	29-05	240570-0-10-05-DG-0100-XS-00009.dwg	1	DWG
	29-06	240570-0-10-05-DG-0100-XS-000019.dwg	1	DWG
	29-07	240570-0-10-05-DG-0100-XS-000027.dwg	1	DWG
	29-08	240570-0-10-05-DG-0100-XS-00032.dwg	1	DWG
	29-09	240570-0-10-05-DG-0100-XS-00037.dwg	1	DWG
	29-10	240570-0-10-05-DG-0100- XS-00059.dwg	1	DWG
	29-11	240570-0-10-05-DG-0100-EF-00002.dwg	1	DWG
	29-12	240570-0-10-05-DG-0100- EF-00012.dwg	1	DWG
	29-13	240570-0-10-05-DG-0100- EF-00016.dwg	1	DWG
	29-14	240570-0-10-05-DG-0100- EF-00027.dwg	1	DWG
	29-15	240570-0-10-05-DG-0100-BR-00004.DWG	1	DWG

Folder Name	Item	File Name	Rev	File Type
	29-16	240570-0-10-05-DG-0100-ad-00003.DWG	1	DWG
	29-17	X_240570_0000_D_DPPI_PL_RP_NEST.dwg	1	DWG

Transmittal SLR2-30 (2 November 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Smith St Motorway	30-01	2669501A-TPT-REP-001 RevB-pavement completion report	0	PDF
	30-02	VMS Drawing	0	JPEG

Transmittal SLR2-31 (2 November 2015)

Folder Name	Item	File Name	Rev	File Type
QR / QR Helensvale Stn	31-01	E-921-002	0	PDF
	31-02	E-921-003	0	PDF
	31-03	E-921-004	0	PDF
	31-04	E-921-005	0	PDF

Transmittal SLR2-32 (2 November 2015)

Folder Name	Item	File Name	Rev	File Type
CoGC Returned Works	32-01	TRACKS-#51929158-v1-SPECIFICATIONS_FOR_RETURNED_WORKS_CITY_OF_GOLD_COAST_GCLR_2_DATA_ROOM_	0	MS-Word

Folder Name	Item	File Name	Rev	File Type
		OCTOBER_2015		

Transmittal SLR2-33 (2 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical / Laboratory Testing	33-01	1509032t-AL	0	PDF
	33-02	EM1529452_0_COA	0	PDF
	33-03	EM1529616_0)COA	0	PDF
	33-04	G005_(GCLR)_28-09-15	0	PDF

Transmittal SLR2-34 (2 November 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	34-01	Condition Assessment of GCW Assets	0	PDF

Transmittal SLR2-35 (4 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Potholing PUPs / 12D	35-01	151172-001-MIS-B.12da	1	12D
Investigations / Potholing PUPs	35-02	151103GCLR S2 PUP Potholing Summary Status	0	MS- Excel

Transmittal SLR2-36 (4 November 2015)

Folder Name	Item	File Name	Rev	File Type
Related Projects As Cons / M5082 Olsen Parkwoods Wintergreen	36-01	M5082 457791 G	0	PDF
	36-02	M5082 IntDetails	0	PDF
	36-03	M5082 Timesheeting	0	PDF
	36-04	MR116 Olsen North M5070 M5071 M5082 M5539	0	PDF
Related Projects As Cons / M5410 Smith Napper	36-05	IG12A GroupSchedule M5410 M5386 M5385 M5541	0	PDF
	36-06	M5410 374596 B	0	PDF
	36-07	M5410 IntDetail	0	PDF
	36-08	M5410 Timesheeting	0	PDF

Transmittal SLR2-37 (4 November 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	37-01	Design of Relocation of APA Gas Main at Park & Ride	0	PDF

Transmittal SLR2-38 (4 November 2015)

Folder Name	Item	File Name	Rev	File Type
QR / QR Services /	38-01	Electrical	0	ZIP
	38-02	Hydraulics	0	ZIP
	38-01	Water Sewer Stormwater	0	ZIP

Transmittal SLR2-39 (4 November 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Smith St Motorway	39-01	DS2014-005742 (002)	0	PDF

Transmittal SLR2-40 (5 November 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	40-01	Energex Statement of Requirements + Attachments 4 November 2015	1	PDF
	40-02	GCW Statement of Requirements + Attachments 5 Nov 2015	2	PDF

Transmittal SLR2-41 (5 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Potholing PUPs	41-01	151105 GCLR S2 PUP Potholing Summary Status	1	MS Excel

Transmittal SLR2-42 (5 November 2015)

Folder Name	Item	File Name	Rev	File Type
Related Projects As Cons	42-01	Smith St & Olsen Av projects Traffic Signal Installations and ITS	0	ZIP

Transmittal SLR2-43 (6 November 2015)

Folder Name	Item	File Name	Rev	File Type
QR / Helensvale Stn	43-01	72670058-1_rev_D	0	PDF
	43-02	Station architectural 1	0	PDF
	43-03	station architectural 2	0	PDF

Transmittal SLR2-44 (6 November 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	44-01	GCW Statement of Requirements + Attachments 6 Nov 15	3	PDF

Transmittal SLR2-45 (10 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Potholing PUPs / 12D	45-01	151172-001-MIS-C.12da	2	12D
Investigations / Potholing PUPs	45-02	151109 GCLR S2 PUP Potholing Summary Status	2	MS- Excel

Transmittal SLR2-46 (10 November 2015)

Folder Name	Item	File Name	Rev	File Type
Related Projects As	46-01	Signed As Constructed Sewer Helensvale N19- OX42 Rec C 100513	0	PDF

Folder Name	Item	File Name	Rev	File Type
Cons	46-02	CoGC data LightRailStage2 DDA 15 148	0	ZIP

Transmittal SLR2-47 (10 November 2015)

Folder Name	Item	File Name	Rev	File Type
Environment / Referral Decision	47-01	2015-7575 Referral Decision-letter to proponent signed	0	PDF
	47-02	2015-7575 Referral Decision-notice signed	0	PDF
Environment / Vegetation Mgt	47-03	SPL-1115-025478 Written Advice	0	PDF

Transmittal SLR2-48 (11 November 2015)

Folder Name	Item	File Name	Rev	File Type
QR / Standards	48-01	MD-10-191	0	PDF
	48-02	MD-10-192	0	PDF
	48-03	MD-10-195	0	PDF
QR / QR Train Traffic Profile	48-04	Gold Coast Line (1)	0	PDF
	48-05	TCD – Varsity Lakes	0	PDF

Transmittal SLR2-49 (12 November 2015)

Folder Name	Item	File Name	Rev	File Type
Environment /	49-01	Figure 2.2 Monitoring locations.mpk	0	MPK

Folder Name	Item	File Name	Rev	File Type
Ecological Constraints	49-02	Figure 2.3 Koala SAT assessment.mpk	0	MPK
	49-03	Figure 3.1 Designated Watercourses.mpk	0	MPK
	49-04	Figure 3.2 Regulated vegetation and essential habitat.mpk	0	MPK
	49-05	Figure 3.3 SPP Koala Habitat Mapping.mpk	0	MPK
	49-06	Figure 3.4 Wetlands.mpk	0	MPK
	49-07	Figure 4.1 Type A and significant flora species.mpk	0	MPK
	49-08	Figure 4.2 Vegetation Communities.mpk	0	MPK
	49-09	Figure 4.3 to 4.20 Sites 1-18 of the Koala SAT assessments.mpk	0	MPK

Transmittal SLR2-50 (12 November 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Construction Site Plan	50-01	151111 – Construction Site Plan	0	ZIP

Transmittal SLR2-51 (12 November 2015)

Folder Name	Item	File Name	Rev	File Type
QR / AQ Access Protocols	51-01	Access Protocol – Rev 8 (Oct 2014)	0	PDF
	51-02	MD-11-938	0	PDF
	51-03	MD-13-545	0	PDF
QR / QR Helensvale Stn	51-04	Helensvale Uncontrolled Copy Bonding Plans	0	PDF
QR / QR Train Traffic Profile	51-05	CXM_HLN_M1510_Mth	0	PDF

Transmittal SLR2-52 (12 November 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Construction Site Boundary CAD	52-01	X_240570_0000_S_SPPI_PL_TMR.dwg	0	DWG

Transmittal SLR2-53 (16 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical / Boreholes / Parkwood Park and Ride / Preliminary	53-01	BH-PPR-01	0	PDF
	53-02	BH-PPR-02	0	PDF
Investigations / Geotechnical / Boreholes / Parkwood Park and Ride	53-03	a_GEOT017_8 Geot Terms+Symbols 2014	0	PDF
	53-04	Borehole Locations – Parkwood Park n Ride	0	PDF

Transmittal SLR2-54 (16 November 2015)

Folder Name	Item	File Name	Rev	File Type
Related Projects As Cons / 2012 TMR Smith St Early Works	54-01	R-RPD02-0001_A Design Report Pavement	0	PDF

Transmittal SLR2-55 (19 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical / Boreholes / Parkwood Park and Ride	54-01	a_GEOT017_8 Geot Terms+Symbols 2014	0	PDF

Transmittal SLR2-56 (19 November 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	56-01	Telstra Statement of Requirements + Attachments (19 Nov 2015)	1	PDF

Transmittal SLR2-57 (23 November 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	57-01	Energex Statement of Requirements + Attachments 23 November 2015	3	PDF

Transmittal SLR2-58 (23 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Potholing PUPs / 12D	58-01	151172-001-MIS-D.12da	3	12D
Investigations / Potholing PUPs	58-02	AHS_GCLR Stage 2 – PUP Investigation Report_November	0	PDF

Folder Name	Item	File Name	Rev	File Type
/ November 2015 Update Pothole Reports	58-03	Country Club Drive - Sewer	0	ZIP
	58-04	Olsen Avenue	0	ZIP
Investigations / Potholing PUPs	58-05	151123 GCLR S2 PUP Potholing Summary Status	4	MS_Excel

Transmittal SLR2-59 (25 November 2015)

Folder Name	Item	File Name	Rev	File Type
Environment / Noise Barrier Assessment	59-01	Consultation report_noise-privacy barrier_Nov 23_FINAL	0	PDF
	59-02	Attach 1_Noise privacy barrier survey data_Nov 2015	0	PDF
Environment / Flood Modelling	59-03	Flood Modelling at Substations	0	PDF

Transmittal SLR2-60 (25 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical / Boreholes / Council Depot	60-01	Gold Coast City Council Depot Preliminary Borehole Logs	0	PDF

Transmittal SLR2-61 (25 November 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	61-01	Energex Statement of Requirements + Attachments 25 November 2015	4	PDF

Transmittal SLR2-62 (26 November 2015)

Folder Name	Item	File Name	Rev	File Type
Related Project As Cons / CoGC ITS Infrastructure Data Sets	62-01	GCLR.gdb	0	ZIP

Transmittal SLR2-63 (11 December 2015)

Folder Name	Item	File Name	Rev	File Type
Environment / Depot Site	63-01	GCLR2 Letter to DEHP - RevB	B	PDF
	63-02	EDOCS-#4296888-v1-GC_Light_Rail_Stage_2_Lot_218_SP267767_Stakeholders	0	PDF

Transmittal SLR2-64 (27 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical / Boreholes / Council Depot / Final	64-01	BH-CD-01	0	PDF
	64-02	BH-CD-02	0	PDF
Investigations / Geotechnical / Boreholes / Council Depot / Certificate of Analysis	64-03	EB1535160_0_COA	0	PDF
Investigations /	64-04	BH-PPR-01	0	PDF

Folder Name	Item	File Name	Rev	File Type
Geotechnical / Boreholes / Parkwood Park and Ride / Final	64-05	BH-PPR-02	0	PDF

Transmittal SLR2-65 (27 November 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Geotechnical / Potholing PUPs / 12D	65-01	151172-001-MIS-E.12DA	4	12D
Investigations / Geotechnical / Potholing PUPs	65-02	151126 GCLR S2 PUP Potholing Summary Status	5	MS Excel

Transmittal SLR2-66 (30 November 2015)

Folder Name	Item	File Name	Rev	File Type
Community / Consultations	66-01	Consultation report - community info sessions_Nov 2015 v 1.0	0	PDF
	66-02	Appendix B_Community info sessions register_combined	0	PDF
	66-03	Appendix C_Community info sessions comments_combined	0	PDF
Community / Reference Maps	66-04	Web Reference map 1-240570-0-10-05-SK-00050	0	PDF
	66-05	Web Reference map 2-240570-0-10-05-SK-00051	0	PDF

Transmittal SLR2-67 (1 December 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Topographic Survey / Olsen to Henry Cotton Drv	67-01	GCLR Additional Survey Olsen Ave West.12da	0	12D
	67-02	GCLR Additional Survey Olsen Ave West.dwg	0	DWG

Transmittal SLR2-68 (3 December 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations \ Geotechnical \ Topographic Survey \ QR Corridor	68-01	GCLR Additional Survey QR Corridor Survey	0	12D
	68-02	GCLR Additional Survey QR Corridor	0	DWG

Transmittal SLR2-69 (2 December 2015)

Folder Name	Item	File Name	Rev	File Type
Geotechnical / Geotechnical Reports / Smith Street Motorway	69-01	08_3003659 Geotechnical Report	0	PDF

Transmittal SLR2-70 (4 December 2015)

Folder Name	Item	File Name	Rev	File Type
PUP Statement of Requirements	70-01	Energex Statement of Requirements + Attachments 151203	5	PDF

Transmittal SLR2-71 (7 December 2015)

Folder Name	Item	File Name	Rev	File Type
Public Utility Plant / APA Gas	71-01	APA Precedent Recoverable Work Agreement	0	PDF
	71-02	R033614-001_B	0	PDF

Transmittal SLR2-72 (8 December 2015)

Folder Name	Item	File Name	Rev	File Type
Design Guides / ETS Design Information	72-01	AVVM Dimensions	0	PDF
	72-02	AVVM Footing Drawing	0	PDF
	72-03	Sacid Dimension clearance	0	PDF
	72-04	SACID Drawings	0	PDF

Transmittal SLR2-73 (9 December 2015)

Folder Name	Item	File Name	Rev	File Type
Environment / Water Quality	73-01	480193_COC	0	PDF
	73-02	480193_data	0	MS Excel
	73-03	480193_sample_receipt_coc	0	PDF
	73-04	480193-W_report	0	PDF
	73-05	BASELINE SURFACE WATER MONITORING GCLR2.480193.Chemistry2e	0	MS Excel
	73-05	BASELINE SURFACE WATER MONITORING GCLR2.480193.Sample2e	0	MS Excel

Transmittal SLR2-74 (11 December 2015)

Folder Name	Item	File Name	Rev	File Type
Environment / Cultural Heritage	74-01	20151208_Jabree Ltd_Prelim CH Report GCLR2	0	PDF

Transmittal SLR2-75 (16 December 2015)

Folder Name	Item	File Name	Rev	File Type
Investigations / Topographic Survey / Golf Course	75-01	GCLR Stage 2 Additional Survey Golf Course	0	12D
Investigations / Topographic Survey / Smith Street Motorway	75-02	GCLR Stage 2 Additional Survey Smith St Motorway	0	12D

Transmittal SLR2-76 (16 December 2015)

Folder Name	Item	File Name	Rev	File Type
Environmental / Noise Monitoring	76-01	GCLR2 Baseline noise monitoring report_	1	PDF

Transmittal SLR2-77 (17 December 2015)

Folder Name	Item	File Name	Rev	File Type
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Folder Name	Item	File Name	Rev	File Type
Environment / Water Quality	77-01	GCLR2 Baseline Water Quality monitoring rpt	0	PDF

Transmittal SLR2-78 (2 February 2016)

Folder Name	Item	File Name	Rev	File Type
Environment / Noise Baseline Survey / 5 Stanton	78-01	5 Station – Unit273	0	MS-EXCEL
	78-02	AU2_0000_Stanton.RND	0	RND
	78-03	AU2_0274_Stanton.RNH	0	RNH
Environment / Noise Baseline Survey / 22 Greenacre Drive	78-04	222 Greenacre Drive Summary of results	0	MS-EXCEL
	78-05	AU2-0000_Greenacre.RND	0	RND
	78-06	AU2_0460_Greenacre.RNH	0	RNH
Environment / Noise Baseline Survey / 73 Henry Cotton Drive	78-07	20151109_113020_73 Henry Cotton Drive	0	TXT
	78-08	Logger data Convert File Sta 73 Henry Cotton Drive	0	MS-EXCEL Comma Separated
	78-09	Logger data Convert File Sta 73 Henry Cotton Drive	0	MS-EXCEL
Environment / Noise Baseline Survey / 83 Henry Cotton Drive	78-10	83 Henry Cotton Drive – Unit353	0	MS-EXCEL
	78-11	AU2_0000_Henry Cotton Drive.RND	0	RND
	78-12	AU2_0274_Henry Cotton Drive.RNH	0	RNH
Environment / Noise Baseline Survey / Floyd Court	78-13	AU2_0000_Floyd Court.RND	0	RND
	78-14	AU2_0274_Floyd Court.RNH	0	RNH
	78-15	Floyd Court	0	MS-EXCEL

Folder Name	Item	File Name	Rev	File Type
Environment / Noise Baseline Survey / Jamieson Drive	78-16	AU2_0000_Jamieson Drive. RND	0	RND
	78-17	AU2_0274_Jamieson Drive. RNH	0	RNH
	78-18	Jamieson Dr unit summary	0	MS- EXCEL
	78-19	raw data summary Jamieson	0	MS- EXCEL
Environment / Noise Baseline Survey / Startrack Depot	78-20	15102304 LDO Startrack	0	MS- EXCEL
	78-21	15110901 LDO Startrack	0	MS- EXCEL
	78-22	15111000 LDO Startrack	0	MS- EXCEL
	78-23	15111100 LDO Startrack	0	MS- EXCEL
	78-24	15111299 LDO Startrack	0	MS- EXCEL
	78-25	Summary from Startrack	0	MS- EXCEL
Environment / Noise Baseline Survey / Surfsde Bus Depot	78-26	AU2 0000 Surfside.RND	0	RND
	78-27	AU2 0903 Surfside.RNH	0	RNH
	78-28	surfside bus depot summary	0	MS- EXCEL

Transmittal SLR2-79 (11 February 2016)

Folder Name	Item	File Name	Rev	File Type
Noise Monitoring	79-01	Noise Monitoring of Existing Light Rail Vehicles	0	PDF

Transmittal SLR2-80 (11 February 2016)

Folder Name	Item	File Name	Rev	File Type
Environment / Cultural Heritage	80-01	Site Assessment of Landfill for South Coast Region	0	PDF

Transmittal SLR2-81

Folder Name	Item	File Name	Rev	File Type
Noise Monitoring	81-01	GCLR2 Raw Noise Data Feb 2015	0	ZIP

Transmittal SLR2-82 (16 March 2016)

Folder Name	Item	File Name	Rev	File Type
Reference Design / Construction Site Plan	82-01	160218 Construction Site Access Plans	1	ZIP
	82-02	20160222 GCLR2 Site Access Schedule - Construction Site Plans	1	PDF

Transmittal SLR2-83

Folder Name	Item	File Name	Rev	File Type
System Site	83	System Site Markups	0	ZIP

Transmittal SLR2-84 (4 April 2016) (Issued as Transmittal SLR2-82)

Folder Name	Item	File Name	Rev	File Type
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Folder Name	Item	File Name	Rev	File Type
Cultural Heritage	82-01	Cultural Heritage Management Plan	0	PDF
Cultural Heritage	82-02	Jabree Pty Ltd - Preliminary Cultural Heritage Assessment Report – Amended	0	PDF
Cultural Heritage	82-03	Jabree Pty Ltd Archaeological Excavation Report	0	PDF

Transmittal SLR2-85 (6 April 2016)

Item	File Name	File Type
85-01	TMRSCR 14/15 Technical Brief for Environmental and Cultural Heritage Services. Gold Coast Light Rail Depot SMP – Site Assessment of Landfill for South Coast Region	PDF
85-02	Proposed Sample Location Plan	PDF

Transmittal SLR2-86 (12 April 2016)

Folder Name	Item	File Name	Rev	File Type
Environment / Cultural Heritage	86-01	GCLR2 Cultural Heritage Management Plan 230-LR10-900Final_Signed07042016	1	PDF

Transmittal SLR2-A (25 November 2015)

Folder Name	Item	File Name	Rev	File Type
Reference Design / FOR GOLDLINQ ONLY / Schedule of Quantities	A-01	151124 GCLR2 Schedule of Quantities_RevF	0	ZIP

Transmittal SLR2-B (2 December 2015)

Folder Name	Item	File Name	Rev	File Type
Community / GCLR enquiry and responses / FOR GOLDLINQ ONLY	B-01	Various Files (48no)	0	MS Word

Schedule 10

Pro Forma Documents

Part A: Form of Escrow Deed

The State of Queensland

GoldLinQ 2 Pty Ltd

[Escrow Agent]

Gold Coast Light Rail Escrow Deed

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Schedule 1 - Form of Register

Date

Parties

The State of Queensland (the **State**) c/- The Department of Transport and Main Roads

GoldLinQ 2 Pty Ltd 610 560 364 of Level 29, 149 William Street, Melbourne, Victoria 3000 (**OF2**)

[] ABN [] of [] (**Escrow Agent**)

Background

- A The background to the Stage 2 Activities is set out in the Stage 2 Works Deed.
 - B The Escrow Agent has been appointed by the State and OF2 to hold the Escrow Material in escrow.
-

Agreed terms

1 Definitions and interpretation

1.1 Stage 2 Works Deed

Definitions in the Stage 2 Works Deed apply in this deed unless the relevant term is defined in this deed.

1.2 Definitions

In this deed:

Commencement Date means the date of this deed.

Container means an air tight, moisture-free container approved by the State.

Escrow Fee means \$[#].

Escrow Material means the data and material provided by OF2 to the Escrow Agent as varied, added to or replaced from time to time.

Stage 2 Works Deed means the document entitled "Gold Coast Light Rail – Stage 2 Works Deed" dated on or about the date of this deed between the State and OF2.

1.3 Interpretation

In this deed:

- (a) headings and subheadings are for convenience only and do not affect interpretation;

and the following rules apply in interpreting this deed unless the context makes it clear that a rule is not intended to apply:

- (b) if a party to this deed comprises more than one person an obligation or a liability assumed by, or a right conferred on that party binds or benefits the persons comprising that party 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;
- (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) the term "may" when used in the context of a power or right exercisable by the State means that the State can exercise that power or right in its absolute and unfettered discretion and the State has no obligation to any other party to do so;
- (k) where a right or remedy is conferred on the State under this deed, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the State under this deed or otherwise according to Law;
- (l) includes in any form is not a word of limitation;
- (m) a reference to \$ or dollar is to Australian currency; and
- (n) references to a notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words), are references to a notice, notification, record, report,

consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words) in writing.

1.4 Inconsistency

To the extent of any inconsistency between this deed and the Stage 2 Works Deed, the Stage 2 Works Deed will prevail.

1.5 Recognition of rights and obligations under State Stage 2 Documents

- (a) OF2 agrees that nothing in this deed will in any way operate as a bar to the exercise by the State of, or a waiver or modification to, the State's rights under any State Stage 2 Document.
- (b) The giving of any approval or the making of any direction or appointment or the exercise of any authority or discretion or the exercise, giving or making of any other matter or thing of any nature by the State under this deed will not relieve OF2 from its obligations under the State Stage 2 Documents, unless expressly stated otherwise.

2 Term

This deed commences on the Commencement Date and will remain in force until all Escrow Material is released in accordance with this deed or this deed is otherwise terminated under **clause 10**.

3 Representatives

3.1 State Representative

- (a) The State has appointed the State Representative in accordance with clause 5.4 of the Stage 2 Works Deed.
- (b) The State Representative will carry out all of its functions under this deed as the agent of the State (and not as an independent verifier, reviewer, certifier, assessor or valuer).
- (c) The State may at any time by notice to the other parties, replace the State Representative with another person.

3.2 OF2 Representative

- (a) OF2 has appointed or will appoint an OF2 Representative in accordance with clause 5.6 of the Stage 2 Works Deed.
- (b) Any communication with or information given to the OF2 Representative by or on behalf of another party will be deemed to be made or given to OF2.
- (c) OF2 may revoke the authority or appointment of the OF2 Representative at any time by notice to the State, provided that it appoints another

natural person as an alternate or substitute OF2 Representative by notice to the State.

4 Representations and warranties

Each party represents and warrants to each other party that:

- (a) (**Power**): it has the power to execute, deliver and perform its obligations under or as contemplated by this deed and all necessary action has been taken to authorise its execution, delivery and performance;
- (b) (**Obligations binding**): this deed constitutes its valid and binding obligations enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors rights generally and subject to the availability of equitable remedies; and
- (c) (**No contravention**): the execution by it of, the performance by it of its obligations under, and the compliance by it with the provisions of this deed does not and will not contravene any existing Law to which it is subject.

5 Deposit, access, loss and release of Escrow Material

5.1 Deposit of Escrow Material

- (a) (**Deposit**): OF2 must deposit Escrow Material with the Escrow Agent from time to time as required by the Stage 2 Works Deed and the Escrow Agent must accept custody of the Escrow Material.
- (b) (**Confirmation of receipt**): Immediately upon receiving any Escrow Material, the Escrow Agent must notify the State and OF2 and confirm receipt of that Escrow Material.
- (c) (**Storage**): The Escrow Agent must:
 - (i) place the Escrow Material in a Container; and
 - (ii) store the Container in a safe and secure place at the Escrow Agent's premises in Brisbane.
- (d) (**Register**): The Escrow Agent must maintain a register of Escrow Material deposited, stored and released under this deed in the form set out in **schedule 1**.
- (e) (**Information and inspection of register**):
 - (i) The Escrow Agent must promptly comply with a request of the State or OF2 to inspect and be furnished with:
 - (A) a copy of the register referred to in **clause 5.1(d)**; or

- (B) information about storage, safety and security procedures relating to the Escrow Material.
- (ii) The reasonable costs of the Escrow Agent complying with a request under **clause 5.1(e)(i)** will be borne by OF2. The State will promptly reimburse OF2 for the costs of the Escrow Agent borne by OF2 arising from a request by the State under this **clause 5.1(e)(ii)**.
- (iii) The Escrow Agent must release the Escrow Material to the State's auditor upon presentation of a notice issued by the State under clause 44.7(e) of the Stage 2 Works Deed. The State's auditor will conduct the audit at the Escrow Agent's premises. If the Escrow Agent does not have the required equipment or facilities, the Escrow Agent must release the Escrow Material to the State's auditor at OF2's premises to enable the auditor to conduct the audit at those premises, and to return the Escrow Material to the Escrow Agent at those premises.

5.2 Access to Escrow Material

- (a) The Escrow Agent must authorise its relevant personnel to perform maintenance, security or supervisory activities relating to storage of the Escrow Material or to the Escrow Agent's premises generally. Subject to this deed and unless required by Law, no other person may have access to the Escrow Material unless the Escrow Agent has been notified in advance by OF2 and the State.

5.3 Loss of Escrow Material

- (a) **(Loss of Escrow Material):** If the Escrow Material or any medium containing the Escrow Material is lost, destroyed or damaged while in the possession, custody or control of the Escrow Agent:
 - (i) the Escrow Agent must promptly notify OF2 and the State; and
 - (ii) OF2 must within 30 Business Days replace the lost, damaged or destroyed Escrow Material at:
 - (A) OF2's cost if the loss, damage or destruction was caused by OF2's negligence, recklessness, act or omission or breach of this deed; or
 - (B) the Escrow Agent's cost in all other circumstance.
- (b) **(Specific performance):** Without limiting any other right to obtain specific performance, OF2 acknowledges that the State is entitled to specific performance of OF2's obligations in **clause 5.3(a)**.

5.4 Release of Escrow Material

- (a) **(Release to any person):** The Escrow Agent must immediately release the Escrow Material to any person nominated by notice signed by both the State and OF2.

- (b) **(Release to the State):** The Escrow Agent must release the Escrow Material to the State immediately on request from the State following the occurrence of any of the following events:
- (i) in respect of the Escrow Material which is not the Signalling System Escrow Material:
 - (A) the Stage 2 Works Deed is terminated for any OF2 Termination Event;
 - (B) the Term expires;
 - (C) the State exercises any Step-In Right in accordance with the Stage 2 Works Deed, but only to the extent, and for the period, required for the State to exercise its Step-In Rights; or
 - (D) the parties otherwise agree to release the Escrow Material; and
 - (ii) in respect of the Signalling System Escrow Material:
 - (A) the Stage 2 Works Deed is terminated for any OF2 Termination Event or Force Majeure Event;
 - (B) the date which is 25 years from the date of the Stage 2 Works Deed;
 - (C) the State exercises any Step-In Rights in accordance with the Stage 2 Works Deed, but only to the extent, and for the period, required for the State to exercise its Step-In Rights;
 - (D) the parties otherwise agree to the release of the Escrow Material; or
 - (E)
 - (1) the State wishes to interface or integrate Stage 2, Stage 2 Works or the System, or the Stage 2 Activities, with the broader GCRT Network (including any Future Stage);
 - (2) access to the Vehicle Escrow Material and/or Signalling System Escrow Material is necessary to design or implement such interface or integration; and
 - (3) the Vehicle Supplier or the Signalling System Supplier cannot or will not agree to support the State with such interface or integration on reasonable commercial terms,in which case the Signalling System Escrow Material will be released to the State to the extent and for the period reasonably required by the State.
- (c) **(Release to new escrow agent):** If:

- (i) an Event of Insolvency occurs in respect of the Escrow Agent, or the Escrow Agent threatens to become, or is in jeopardy of becoming subject to any form of insolvency administration; or
- (ii) the Escrow Agent is in breach of this deed,
- (iii) the Escrow Agent must release the Escrow Material:
- (iv) to a new escrow agent appointed by the State and OF2, immediately upon notice from the State to the Escrow Agent of the identity of the new escrow agent;
- (v) to a third party agreed by the State and OF2, immediately upon notice from the State to the Escrow Agent of the identity of that third party; or
- (vi) if the State and OF2 are unable to agree on a new escrow agent or third party within 2 Business Days of any communication between the parties relating to this **clause 5.4(c)**, to an independent third party nominated by the State, immediately on notice from the State to the Escrow Agent of the identity of that third party.

6 Escrow Agent's further obligations

6.1 General

- (a) The Escrow Agent must:
- (b) retain the Escrow Material in a safe and secure manner and in an environment that minimises degradation of the Escrow Material;
- (c) subject to **clause 5.3(a)(ii)(A)**, bear the costs of any loss or destruction of or damage to the Escrow Material while in its possession or control; and
- (d) ensure the Escrow Material remains in the same condition it was in at the time of deposit with the Escrow Agent.

6.2 Insurance

- (a) During the term of this deed, the Escrow Agent must:
- (b) insure the Escrow Material in favour of the State and OF2 for their respective interests under this deed against loss of or damage to the Escrow Material due to any cause; and
- (c) provide both the State and OF2 with a copy of the insurance policy upon request by either of them.

6.3 Confidentiality

- (a) **(Confidentiality)**: The Escrow Agent:
 - (i) acknowledges that the Escrow Material is the property of OF2 or its Associates in which the State has an interest; and

- (ii) must treat the Escrow Material which comes into its possession, control or custody under this deed as confidential.
- (b) **(Prohibited Acts):** The Escrow Agent must not:
 - (i) copy, reproduce, deal with or in any way use the Escrow Material without the permission of both the State and OF2; or
 - (ii) disclose the Escrow Material to any person without the permission of OF2,
 - (iii) except as permitted under this deed (including under **clause 5.1(e)(iii)**).
- (c) **(Access by other persons):** The Escrow Agent must ensure any person to whom the Escrow Agent grants access to the Escrow Material will, if requested by the State or OF2, execute an agreement with the State and OF2 undertaking the same obligations as are imposed on the Escrow Agent under this **clause 6.3**.

6.4 Subcontracting

- (a) The Escrow Agent must not subcontract or otherwise arrange for another person to perform any part of this deed or to discharge any of its obligations under this deed without the prior consent of the State.

7 Escrow fees and charges

7.1 Payment

- (a) OF2 will pay the Escrow Fee to the Escrow Agent without demand on the Commencement Date and on each anniversary of the Commencement Date.

7.2 Late Payment

- (a) The Escrow Agent must notify the State within a reasonable period if OF2 fails to make any payment to the Escrow Agent by the due date. On receipt of such notice, the State may pay to the Escrow Agent all amounts for which OF2 is in arrears.
- (b) The State may deduct amounts paid by the State under **clause 7.2(a)** from any money otherwise due from the State to OF2 or recover such amounts from OF2 as a debt due and payable.

7.3 Other charges

- (a) The Escrow Fee is inclusive of all taxes, duties, fees or other government charges which may be imposed on the storage of the Escrow Material under this deed or otherwise.

8 Disputes

Any disputes arising between the parties concerning the subject matter of this deed will must be resolved in the same manner that disputes or differences of opinion are resolved under **clause 49** (Dispute Resolution) of the Stage 2 Works Deed. Accordingly, the provisions of **clause 49** (Dispute Resolution) of the Stage 2 Works Deed are incorporated into this deed, such that:

- (a) the parties to the relevant dispute will be the parties who have referred the dispute or difference under this deed for dispute resolution;
- (b) the parties to the relevant dispute will be the parties whose representatives will comprise the Senior Project Group (Stage 2) for the purposes of **clause 49** (Dispute Resolution) of the Stage 2 Works Deed; and
- (c) the only matters for resolution under the provisions of the Stage 2 Works Deed are the disputes or differences referred for resolution under this deed.

9 GST

9.1 Interpretation

- (a) Except if the context suggests otherwise, terms used in this **clause 9** have the meanings given to those terms by the GST Law (as amended from time to time).
- (b) Unless otherwise expressly stated, all consideration to be provided under this deed is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this **clause 9**.
- (c) References to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

9.2 Additional amount of GST payable

If GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:

- (a) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and
- (b) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with **clause 9.2(a)**.

9.3 Reimbursements

Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

9.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a Supplier under this deed, the amount payable by the recipient under **clause 9.2(a)** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires and the Supplier must issue an adjustment note.

10 Termination

10.1 Termination

- (a) This deed will terminate if:
- (b) the Stage 2 Works Deed terminates; or
- (c) the State and OF2 terminate this deed on 10 Business Days' notice to the Escrow Agent.

The termination of this deed does not affect the rights of any party which have accrued to that party before the date of termination or as a consequence of the termination of the Stage 2 Works Deed.

10.2 Release of Escrow Material on termination

- (a) Following termination of this deed, the Escrow Agent must immediately release the Escrow Material:
- (b) upon receipt of a request or a notice from the State (jointly with OF2, if applicable) under **clause 5.4**, in accordance with that request or notice; or
- (c) with the consent of the State (such consent not to be unreasonably withheld or delayed (without limiting the State's right to issue a request or notice in accordance with **clause 5.4**)), to the OF2.

11 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

The State

Name: Department of Transport and Main Roads
 Address: Gold Coast Light Rail Project
 Locked Bag 56
 Southport BC Queensland 4215
 Email: peter.a.papantonio@tmr.qld.gov.au
 For the attention of: Peter Papantoniou, Project Director

OF2

Name: GoldLinQ 2 Pty Ltd
 Address: Level 29, 149 William Street
 Melbourne, Victoria 3000
 Email: [morne.swanepoel@plenarygroup.com.au]
 For the attention of: Company Secretary

Escrow Agent

Name: []
 Address: []
 Email: []
 For the attention of: []

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with **clause 11(b)**; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of email) upon the first to occur of:
 - (A) receipt by the sender of an email acknowledgement from the intended recipient's information system showing that the email has been delivered to the email address of that recipient;
 - (B) the time that the email enters an information system which is under the control of the intended recipient; and
 - (C) the time that the email is first opened or read by an employee or officer of the intended recipient; and

- (iv) (in the case of delivery by hand) on delivery,
but if the communication is taken to be received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

12 General

12.1 The State and Authorities

- (a) **(The State as an Authority):**
 - (i) Subject to **clause 12.1(a)(ii)**, each party to this deed acknowledges and agrees that:
 - (A) nothing in the State Stage 2 Documents will in any way restrict or otherwise affect the unfettered discretion of the State to exercise any of its statutory functions or powers; and
 - (B) anything the State does, fails to do, or purports to do, pursuant to its statutory functions or powers, will be deemed not to be an act or omission of the State under this deed and will not any party to this deed to make any Claim against the State arising out of the subject matter of any State Stage 2 Document.
 - (ii) **Clause 12.1(a)(i)** does not, however, limit any liability which the State would have had to a party to this deed, to the extent that it is expressly provided for in this deed or as a result of a breach by the State of this deed, but for **clause 12.1(a)(i)**.
- (b) **(Other Authorities):** Each party to this deed acknowledges that:
 - (i) it bears the risk of Authorities exercising their statutory functions and powers in a manner which disrupts, interferes with or otherwise affects the Project Activities, except as otherwise stated in this deed; and
 - (ii) the State, in performing any of its duties and obligations, is not obliged to exercise any power, function or duty within the responsibility of any other Authority or to influence, override or direct any other Authority in the proper exercise of its legal duties and functions.
- (c) **(Reasonable endeavours):** If the State is required under the terms of this deed to exercise best or reasonable endeavours:
 - (i) the State will only be obliged to bring about the relevant outcome to the extent that it is reasonably able to do so, having regard to its resources and other responsibilities;
 - (ii) the State cannot guarantee the relevant outcome; and

- (iii) the State, by undertaking to exercise reasonable endeavours, does not agree to:
 - (A) interfere with or influence the exercise by itself or any other person of a statutory power or discretion;
 - (B) exercise a power or discretion or otherwise act in a manner that promotes the objectives and expected outcomes of the Stage 2 Documents if the State regards that exercise as not in the public interest;
 - (C) develop policy or legislate by reference only or predominantly to the interests of the Stage 2 Documents;
 - (D) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the Stage 2 Documents; or
 - (E) act in any other way that the State regards as not in the public interest.

12.2 Replacement Body

Where a reference is made to any body or authority which ceases to exist (**Former Body**), that reference will be to that body or authority (**Replacement Body**) which then serves substantially the same functions as the Former Body. Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

12.3 Business Day

If the day on or by which anything is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

12.4 Disclosure, confidentiality and publicity

- (a) (**Disclosure by the State**): Subject to clause 43.1 (Disclosure by the State) of the Stage 2 Works Deed, the State may publish or disclose (on the internet or otherwise):
 - (i) the terms and conditions of any Stage 2 Document; and
 - (ii) any document or information arising under, out of or in connection with any Stage 2 Document or relating to the performance of any Stage 2 Document.
- (b) (**Public disclosure**):
 - (i) Each party to this deed acknowledges and agrees that disclosures regarding the Project by the State, the State or any Authority may be required:
 - (A) under the *Right to Information Act 2009* (Qld) or any similar or replacement legislation; and

- (B) to satisfy the disclosure requirements of the Auditor General and to satisfy the requirements of Parliamentary accountability, including tabling information concerning the Stage 2 Documents in Parliament,
- (c) **(Public Disclosure Obligations).**
 - (i) Each party must, at its own cost and expense, use all reasonable endeavours to assist the State, the State or an Authority in meeting its Public Disclosure Obligations.
- (d) **(Publicity):** Except for notices which a party is required to disclose to any recognised stock exchange, each party (other than the State) must:
 - (i) not make any public announcements or statements in relation to the Project (including by posting any information relating to the Project on any website) without the State's prior consent;
 - (ii) use reasonable endeavours to agree with the State the wording and timing of all public announcements and statements by it or its Associates relating to the Project before the relevant announcement or statement is made;
 - (iii) give the State a draft of any proposed media release relating to the Project and obtain the State's approval of the media release before distributing it;
 - (iv) give the State a copy of any announcement or media release as soon as practicable after it is made or distributed; and
 - (v) ensure that all of its Associates comply with the requirements referred to in this **clause 12.4(c)**.

12.5 No bias against drafter

No provision of this deed is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

12.6 Cost of performing obligations

Each party must perform its obligations under this deed at its own cost, unless expressly provided otherwise.

12.7 Governing Law and jurisdiction

- (a) This deed is governed by and must be construed according to the Law applying in Queensland.
- (b) Each party irrevocably:
 - (i) submits to the non exclusive jurisdiction of the courts of Queensland, 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

- (ii) 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 12.7(b)(i)**.

12.8 Amendments

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

12.9 Assignment

- (a) Subject to **clause 12.9(b)**, no party may assign, transfer or otherwise dispose of all or any part of its rights, benefits or obligations under this deed without the prior consent of the other parties (such consent not to be unreasonably withheld).
- (b) Nothing will prevent the assignment or transfer by the State to an assignee of the rights or obligations of the State under the Stage 2 Works Deed to the extent permitted by the Stage 2 Works Deed.

12.10 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 another breach of that term or of a breach of any other term of this deed.

12.11 Survival of certain provisions; no merger

- (a) **Clauses 6.3 (Confidentiality), 8 (Disputes), 9 (GST) and 11 (Notices), this clause 12 (General), the representations and warranties given by OF2 and the Escrow Agent under this deed and any other provisions which are expressed to survive termination (together, the **Surviving Clauses**) will survive rescission, termination or expiration of this deed.**
- (b) If this deed is rescinded or terminated, no party will be liable to any other party except:
 - (i) under the Surviving Clauses; or
 - (ii) in respect of any breach of this deed occurring before such rescission or termination.
- (c) No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed

survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

12.12 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.

12.13 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party thinks fit, unless this deed expressly provides otherwise.

12.14 No representation or reliance

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

12.15 Severance

If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under applicable Law, that provision is to be severed to the extent necessary to make this deed enforceable, and it will not affect or impair the legality, validity or enforceability of any other provision of this deed.

12.16 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

12.17 Counterparts

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

12.18 Attorneys

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

12.19 Relationship between parties

Nothing in, or contemplated by, any State Stage 2 Document will be construed or interpreted as:

- (a) constituting a relationship between the State and OF2, the Escrow Agent, or any other person, of partners, joint venturers, fiduciaries, employer and employee or principal and agent; or
- (b) imposing any general duty of good faith on the State to OF2, the Escrow Agent or any of their respective Associates in relation to or arising out of this deed, other than to comply with the obligations (if any) expressly stated to be assumed by the State under the State Stage 2 Documents on a good faith basis; or
- (c) unlawfully restricting or otherwise unlawfully affecting the unfettered discretion of the State to exercise any of its executive or statutory powers or functions under any Law.

Schedule 1

Form of Register

Executed as a deed.

Signed sealed and delivered)
by **Neil Scales, Director General,**)
Department of Transport and Main Roads
in the presence of:

.....
Witness

.....
Name of Witness (print)

Executed by GoldLinQ 2 Pty Ltd ACN 610)
560 364 by the party's attorney pursuant to)
power of attorney dated who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:)

.....
Signature of Witness

.....
Signature of Attorney

.....
Name of Witness (print)

.....
Name of Attorney (print)

Executed by [Escrow Agent] by the party's)
attorney pursuant to power of attorney dated)
..... who states that no notice of)
revocation of the power of attorney has)
been received in the presence of:)
)

.....
Signature of Witness

.....
Signature of Attorney

.....
Name of Witness (print)

.....
Name of Attorney (print)

Part B: Form of Deed of Assurance

The State of Queensland

GoldLinQ 2 Pty Ltd

[Licensed IP Owner]

Gold Coast Light Rail

Deed of Assurance

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Schedule 1 - Licensed Intellectual Property

Date

Parties

The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 149 William Street, Melbourne, Victoria 3000 (**OF2**)

[] ABN [] of [] (**Licensed IP Owner**)

Background

- A The State has entered into the Stage 2 Works Deed with OF2.
 - B OF2's obligations under the Stage 2 Works Deed include the licensing of the Licensed Intellectual Property to the State, with the right to sublicense.
 - C The Licensed IP Owner owns all Intellectual Property in the Licensed Intellectual Property, and has authorised OF2 to grant the Stage 2 Works Deed Licence to the State.
 - D By this deed, the Licensed IP Owner assures the State that the State may continue exercising its rights under the Stage 2 Works Deed Licence, notwithstanding any change affecting the Licensed IP Owner's direct or indirect relationship with OF2.
-

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this deed:

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;
- (b) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published

editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;

- (c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods or services;
- (d) trade, business or company names;
- (e) internet domain names; and
- (f) proprietary rights under the *Circuit Layouts Act 1989* (Cth),

whether created or in existence before or after the date of this deed (and whether developed or created for the purposes of the Project or for any other purpose) and includes any thing, whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in paragraphs (a) to (f) inclusive of this definition.

Licensed Intellectual Property means the Intellectual Property described in schedule 1.

[Project means Stage 2 of the Gold Coast Light Rail project more particularly described in the Stage 2 Works Deed.]

Stage 2 Works Deed means the document entitled "Gold Coast Light Rail – Stage 2 Works Deed" dated on or about the date of this deed between the State and OF2.

Stage 2 Works Deed Licence means a licence in respect of the Licensed Intellectual Property in favour of the State (including a right to sublicense), as contemplated by clause 43.5 (Rights granted to the State) of the Stage 2 Works Deed. *[Clause reference to be amended as appropriate if this deed is provided in respect of Third Party Software or Equipment IP, rather than Licensed Intellectual Property (within the meaning given to those terms in the Stage 2 Works Deed).]*

1.2 Interpretation

In this deed:

- (a) headings and subheadings are for convenience only and do not affect interpretation;

and the following rules apply in interpreting this deed unless the context makes it clear that a rule is not intended to apply:

- (b) if a party to this deed comprises more than one person an obligation or a liability assumed by, or a right conferred on that party binds or benefits the persons comprising that party 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;
- (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) the term "may" when used in the context of a power or right exercisable by the State means that the State can exercise that power or right in its absolute and unfettered discretion and the State has no obligation to any other party to do so;
- (k) where a right or remedy is conferred on the State under this deed, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the State under this deed or otherwise according to Law;
- (l) includes in any form is not a word of limitation;
- (m) a reference to \$ or dollar is to Australian currency; and
- (n) references to a notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words), are references to a notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words) in writing.

2 Licensed Intellectual Property

- (a) The Licensed IP Owner warrants that it owns all Intellectual Property in the Licensed Intellectual Property and is entitled to enter into this deed.
- (b) If the Licensed IP Owner's relationship with OF2 concerning the Licensed Intellectual Property changes, or is likely to change (including if there is a termination of any licensing arrangement or an inability to pay debts), then:

- (i) the Licensed IP Owner and OF2 must immediately notify the State, including a reasonable level of detail as to the nature and circumstances of the change or likely change and its effect or likely effect on the State; and
- (ii) the State may continue exercising its rights under the Stage 2 Works Deed Licence as though such a change or those circumstances had not occurred or will not occur (as the case may be).
- (c) The Licensed IP Owner must ensure that any entity which succeeds to, is assigned or otherwise becomes the owner of, any of the Intellectual Property in respect of the Licensed Intellectual Property agrees to be bound by the terms of this deed as if it were named in this deed as the Licensed IP Owner.
- (d) The Licensed IP Owner must at its cost and expense promptly following a demand by the State, execute all agreements, assurances and other documents and instruments, and provide all such information in its possession or control, as the State reasonably requests to perfect or give effect to the rights and powers of the State created or to be created under this deed.

3 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) subject to **clause 4.5(d)**, must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

The State

Name:	Department of Transport and Main Roads
Address:	Gold Coast Light Rail Project Locked Bag 56 Southport BC Queensland 4215
Email:	peter.a.papantonio@tmr.qld.gov.au
For the attention of:	Peter Papantoniou, Project Director

OF2

Name:	GoldLinQ 2 Pty Ltd
Address:	Level 29, 149 William Street Melbourne, Victoria 3000
Email:	[morne.swanepoel@plenarygroup.com.au]
For the attention of:	Company Secretary

Licensed IP Owner

Name:	[]
Address:	[]
Email:	[]

For the attention of: []

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with **clause 3(b)**; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of email) upon the first to occur of:
 - (A) receipt by the sender of an email acknowledgement from the intended recipient's information system showing that the email has been delivered to the email address of that recipient;
 - (B) the time that the email enters an information system which is under the control of the intended recipient; and
 - (C) the time that the email is first opened or read by an employee or officer of the intended recipient; and
 - (iv) (in the case of delivery by hand) on delivery,but if the communication is taken to be received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

4 General

4.1 Business Day

If the day on or by which anything is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

4.2 Disclosure, confidentiality and publicity

- (a) **(Disclosure by the State):** Subject to **clause 42.1** (Disclosure by the State) of the Stage 2 Works Deed, the State may publish or disclose (on the internet or otherwise):
 - (i) the terms and conditions of this deed; and
 - (ii) any document or information arising under, out of or in connection with any this deed or relating to the performance of this deed,
- (b) **(Public disclosure):**

- (i) Each party to this deed acknowledges and agrees that disclosures regarding the Project by the State, the State or any Authority may be required:
 - (A) under the *Right to Information Act 2009* (Qld) or any similar or replacement legislation; and
 - (B) to satisfy the disclosure requirements of the Auditor General and to satisfy the requirements of Parliamentary accountability, including tabling information concerning this deed in Parliament,
- (Public Disclosure Obligations).
- (ii) Each party must, at its own cost and expense, use all reasonable endeavours to assist the State, the State or an Authority in meeting its Public Disclosure Obligations.
- (c) **(Publicity):** Except for notices which a party is required to disclose to any recognised stock exchange, each party (other than the State) must:
 - (i) not make any public announcements or statements in relation to the Project (including by posting any information relating to the Project on any website) without the State's prior consent;
 - (ii) use reasonable endeavours to agree with the State the wording and timing of all public announcements and statements by it or its Associates relating to the Project before the relevant announcement or statement is made;
 - (iii) give the State a draft of any proposed media release relating to the Project and obtain the State's approval of the media release before distributing it;
 - (iv) give the State a copy of any announcement or media release as soon as practicable after it is made or distributed; and
 - (v) ensure that all of its Associates comply with the requirements referred to in this **clause 4.2(c)**.

4.3 No bias against drafter

No provision of this deed is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

4.4 Cost of performing obligations

Each party must perform its obligations under this deed at its own cost, unless expressly provided otherwise.

4.5 Governing Law and jurisdiction

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

- (i) submits to the non exclusive jurisdiction of the courts of Queensland, 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
 - (ii) 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 4.5(b)(i)**.
- (c) The Licensed IP Owner agrees that, subject to any rights of appeal which the Licensed IP Owner may have in Queensland or to the High Court of Australia, a judgment or order of a court of Queensland in connection with this deed is conclusive and binding on the Licensed IP Owner and may be enforced against the Licensed IP Owner in the courts of any other jurisdiction.
- (d) [The Licensed IP Owner irrevocably appoints OF2 as its agent to receive service of process or other documents in any action in connection with this deed and irrevocably agrees that service on OF2 as agent will be sufficient service on it.] *[This paragraph may be deleted if the Licensed IP Owner has its registered office in Australia.]*

4.6 Amendments

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

4.7 Assignment

- (a) Subject to **clause 4.7(b)**, no party may assign, transfer or otherwise dispose of all or any part of its rights, benefits or obligations under this deed without the prior consent of the other parties (such consent not to be unreasonably withheld).
- (b) Nothing will prevent the assignment or transfer by the State to an assignee of the rights or obligations of the State under the Stage 2 Works Deed to the extent permitted by the Stage 2 Works Deed.

4.8 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 another breach of that term or of a breach of any other term of this deed.

4.9 Survival of certain provisions; no merger

- (a) This **clause 4** and each warranty given by the Licensed IP Provider under this deed will survive rescission, termination or expiration of this deed (**Surviving Clauses**).
- (b) If this deed is rescinded or terminated, no party will be liable to any other party except under the Surviving Clauses, or in respect of any breach of this deed occurring before such rescission or termination.
- (c) No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

4.10 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.

4.11 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party thinks fit, unless this deed expressly provides otherwise.

4.12 No representation or reliance

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

4.13 Severance

If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under applicable law, that provision is to be severed to the extent necessary to make this deed enforceable, and it will not affect or impair the legality, validity or enforceability of any other provision of this deed.

4.14 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.

4.15 Attorneys

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

4.16 Relationship between parties

Nothing in, or contemplated by, this deed will be construed or interpreted as:

- (a) constituting a relationship between the State and OF2, the Licensed IP Provider, or any other person, of partners, joint venturers, fiduciaries, employer and employee or principal and agent; or
- (b) imposing any general duty of good faith on the State to OF2 or the Licensed IP Provider in relation to or arising out of this deed, other than to comply with the obligations (if any) expressly stated to be assumed by the State under the this deed on a good faith basis; or
- (c) unlawfully restricting or otherwise unlawfully affecting the unfettered discretion of the State to exercise any of its executive or statutory powers or functions under any law.

Schedule 1

Licensed Intellectual Property

[Insert a description of the component of the Licensed Intellectual Property (as defined in the Stage 2 Works Deed) in which the Licensed IP Owner owns the Intellectual Property].

Executed as a deed.

Signed sealed and delivered)
by **Neil Scales, Director General,**)
Department of Transport and Main Roads
in the presence of:

.....
Witness

.....
Name of Witness (print)

Executed by GoldLinQ 2 Pty Ltd ACN 610)
560 364 by the party's attorney pursuant to)
power of attorney dated who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:)

.....
Signature of Witness

.....
Name of Witness (print)

.....
Signature of Attorney

.....
Name of Attorney (print)

Executed by [Licensed IP Owner] by the)
party's attorney pursuant to power of)
attorney dated who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

.....
Signature of Witness

.....
Name of Witness (print)

.....
Signature of Attorney

.....
Name of Attorney (print)

Part C: Form of Direct Deed for Designers and Qualified Fire Engineer

The State of Queensland

GoldLinQ 2 Pty Ltd

[D&C Contractor]

[Independent Verifier]

[Consultant]

Gold Coast Light Rail

**[QFE Direct
Deed/Designer Direct
Deed]**

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Date

Parties

The State of Queensland (**the State**) c/- The Department of Transport and Main Roads

GoldLinQ 2 Pty Ltd ACN 610 560 364 of Level 29, 149 William Street, Melbourne, Victoria 3000 (**OF2**)

[**D&C Contractor**] ABN [#] of [insert address] (**D&C Contractor**)

[**Independent Verifier**] ABN [#] of [insert address] and (**Independent Verifier**)

[] ABN [] of [] (**Consultant**)

Background

- A. The D&C Contractor has engaged the Consultant as the [Designer/Qualified Fire Engineer] on the terms and conditions of the Deed of Appointment.
 - B. The State requires that OF2 provide the State and the Independent Verifier with the Certificates in accordance with the Stage 2 Works Deed.
 - C. Pursuant to the D&C Contract, the D&C Contractor must provide the Certificates to the State, OF2 and the Independent Verifier.
 - D. [Pursuant to the Deed of Appointment, the Consultant must provide the Certificates to the D&C Contractor.]
 - E. The State, the Independent Verifier, the D&C Contractor and the Consultant have agreed to limit the Consultant's liability in respect of the Services in accordance with the terms of this deed.
-

Agreed terms

1 Defined terms & interpretation

1.1 Defined terms

In this deed any word, expression, reference or term used which is defined in the Stage 2 Works Deed and is not specifically defined in this **clause 1.1** or elsewhere in this deed will, unless the context requires otherwise, have the same meaning in this deed as in the Stage 2 Works Deed.

The following words or phrases, where they appear in this deed, have the following meaning unless the context requires otherwise:

Certificate means any certificate provided by the Consultant to the State and the Independent Verifier in accordance with the Stage 2 Works Deed.

Claim has the meaning given to it in **clause 4(a)**.

D&C Contract means the Gold Coast Light Rail D&C Contract between OF2 and the D&C Contractor dated *[insert date]*.

[[[Delete for Designer Direct Deed]] Designer Direct Deed means the direct deed between the State, OF2, the D&C Contractor, the Independent Verifier and the Consultant dated *[insert date]*, setting out the rights and obligations of the Consultant in connection with the performance of design certification services.

[[[Delete for QFE Direct Deed]] QFE Direct Deed means the direct deed between the State, OF2, the D&C Contractor, the Independent Verifier and the Consultant dated *[insert date]*, setting out the rights and obligations of the Consultant in connection with the performance of the services required of the Qualified Fire Engineer.

Deed of Appointment means the agreement between the Consultant and the D&C Contractor dated *[insert date]*, setting out the rights and obligations of the Consultant in connection with the performance of the Services.

Services means those services provided by the Consultant under the Deed of Appointment.

Public Disclosure Obligations has the meaning given to it in **clause 5.2(b)**.

Stage 2 Works Deed means the document entitled "Gold Coast Light Rail – Stage 2 Works Deed" dated *[insert date]* between the State and OF2.

Wilful Default means fraud or a failure to discharge the Services by the Consultant in circumstances in which the Consultant acts with an intentional, conscious or reckless disregard of those obligations.

1.2 Interpretation

In this deed:

- (a) headings and subheadings are for convenience only and do not affect interpretation;

and the following rules apply in interpreting this deed unless the context makes it clear that a rule is not intended to apply:

- (b) if a party to this deed comprises more than one person an obligation or a liability assumed by, or a right conferred on that party binds or benefits the persons comprising that party 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;

- (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) the term “may” when used in the context of a power or right exercisable by the State means that the State can exercise that power or right in its absolute and unfettered discretion and the State has no obligation to any other party to do so;
- (k) where a right or remedy is conferred on the State under this deed, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the State under this deed or otherwise according to Law;
- (l) includes in any form is not a word of limitation;
- (m) a reference to \$ or dollar is to Australian currency; and
- (n) references to a notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words), are references to a notice, notification, record, report, consent, waiver, agreement, demand, evidence, details or approval (or any variations of those words) in writing.

2 Provision of Certificates

- (a) In providing the Certificates, the Consultant must exercise the standard of skill, care and diligence in the performing its obligations under this deed that would be reasonably expected of a large multidisciplinary, international consultant familiar with local conditions, practices and requirements and experienced in all areas of design review, required for provision of [design/fire engineer] certification services. The Consultant must carry out all responsibilities in a thorough, skilful, and professional manner and in accordance with professional standards including relevant Australian and internationally recognised standards.
- (b) The Consultant will provide each Certificate to the State, OF2, the D&C Contractor and the Independent Verifier under cover of a notice in the following form:

- (c) *Attached is a certificate in accordance with clause [## insert Stage 2 Works Deed clause reference under which the certificate is issued] issued pursuant to the [## Designer / QFE Direct Deed] between the State, OF2, the D&C Contractor, the Independent Verifier and the [## Designer / QFE] dated [## insert date].*

3 The State's, the Independent Verifier's, OF2's and D&C Contractor's obligations

- (a) The State, the Independent Verifier, OF2 and the D&C Contractor acknowledge that nothing in, or done or omitted to be done under, this deed will be a precedent for, limit or otherwise affect, or be construed in any way as an aid to the interpretation of, the obligations of OF2 under the Stage 2 Works Deed or the D&C Contractor under the D&C Contract.
- (b) The State, the Independent Verifier, OF2 and the D&C Contractor will not provide a copy of a Certificate to any third party in circumstances where that third party may reasonably be expected to rely on the Certificate other than where it may be entitled to in accordance with the terms of the Stage 2 Works Deed.
- (c) Without limiting **clause 3(b)**, at the same time the State, the Independent Verifier, OF2 or the D&C Contractor provides a copy of a Certificate to any third party for any reason, the State, the Independent Verifier, OF2 or the D&C Contractor (as applicable) must advise the third party that it may not rely on the Certificate.
- (d) The State, the Independent Verifier, OF2 and the D&C Contractor agree that, by the provision of the Certificate, and its obligations in relation to the certificate, the Consultant does not assume any duty, whether in contract, tort (including negligence) or otherwise, to, or in relation to, any person other than those expressly named in the certificate.

4 Liability

- (a) Notwithstanding any other provision of this deed, and to the maximum extent permitted by law:
- (b) the Consultant's total liability (in aggregate) to the State, the Independent Verifier and OF2 in respect of all claims, actions, demands or proceedings (**Claim**) which the State, the Independent Verifier or OF2 might have (whether jointly or severally) against the Consultant:
 - (i) in respect of the Services:
 - (ii) under, arising out of, or in connection with a Certificate, the Stage 2 Works Deed, the Independent Verifier Deed, the **[## Designer Direct Deed / QFE Direct Deed – delete if same entity not appointed as designer and QFE]** or this deed; or
 - (iii) otherwise at law or in equity including:

- (A) any statute (insofar as it is possible to exclude such liability); or
- (B) in tort for negligence or otherwise, including negligent misrepresentation, under contract, under any indemnity or under any warranty,
- (C) in respect of any fact, matter or thing under, arising out of or in connection with the Certificates, the Stage 2 Works Deed, Independent Verifier Deed or this deed, (other than to the extent such Claim is in respect of Wilful Default by the Consultant), is limited in aggregate to the greater of:
 - (iv) [\$10,000,000]; or
 - (v) the proceeds recovered under the insurances specified in **Schedule 7** of the Stage 2 Work Deed that OF2 must obtain and maintain (or cause to be obtained and maintained) under **clause 36** (Insurance) of the Stage 2 Works Deed,
- (c) the Consultant's liability to the D&C Contractor under this deed and the Deed of Appointment is set out in the Deed of Appointment; and
- (d) the Consultant will not be liable to any party to this deed in respect to any loss for which OF2 is not liable in accordance with **clause 35.4(b)** of the Stage 2 Works Deed.

5 General

5.1 Business Day

If the day on or by which anything is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

5.2 Disclosure, confidentiality and publicity

- (a) **(Disclosure by the State):** Subject to **clause 42.1** (Disclosure by the State) of the Stage 2 Works Deed, the State may publish or disclose (on the internet or otherwise):
 - (i) the terms and conditions of any Stage 2 Document; and
 - (ii) any document or information arising under, out of or in connection with any Stage 2 Document or relating to the performance of any Stage 2 Document.
- (b) **(Public disclosure):**
 - (i) Each party to this deed acknowledges and agrees that disclosures regarding the Project by the State, the State or any Authority may be required:
 - (A) under the *Right to Information Act 2009* (Qld) or any similar or replacement legislation; and
 - (B) to satisfy the disclosure requirements of the Auditor General and to satisfy the requirements of Parliamentary

accountability, including tabling information concerning the Stage 2 Documents in Parliament,

(Public Disclosure Obligations).

- (ii) Each party must, at its own cost and expense, use all reasonable endeavours to assist the State, the State or an Authority in meeting its Public Disclosure Obligations.
- (c) **(Publicity):** Except for notices which a party is required to disclose to any recognised stock exchange, each party (other than the State) must:
 - (i) not make any public announcements or statements in relation to the Project (including by posting any information relating to the Project on any website) without the State's prior consent;
 - (ii) use reasonable endeavours to agree with the State the wording and timing of all public announcements and statements by it or its Associates relating to the Project before the relevant announcement or statement is made;
 - (iii) give the State a draft of any proposed media release relating to Stage 2 and obtain the State's approval of the media release before distributing it;
 - (iv) give the State a copy of any announcement or media release as soon as practicable after it is made or distributed; and
 - (v) ensure that all of its Associates comply with the requirements referred to in this **clause 5.2(c)**.

5.3 No bias against drafter

No provision of this deed is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

5.4 Cost of performing obligations

Each party must perform its obligations under this deed at its own cost, unless expressly provided otherwise.

5.5 Governing Law and jurisdiction

- (a) This deed is governed by and must be construed according to the Law applying in Queensland.
- (b) Each party irrevocably:
 - (i) submits to the non exclusive jurisdiction of the courts of Queensland, 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
 - (ii) 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 5.5(b)(i)**.

5.6 Amendments

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

5.7 Assignment

- (a) Subject to **clause 5.7(b)**, except as expressly contemplated by this deed, no party may assign, transfer or otherwise dispose of all or any part of its rights, benefits or obligations under this deed or the Deed of Appointment without the prior consent of the other parties (such consent not to be unreasonably withheld).
- (b) Nothing will prevent the assignment or transfer by the State to an assignee of the rights or obligations of the State under this deed to the extent permitted by the Stage 2 Works Deed.

5.8 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 another breach of that term or of a breach of any other term of this deed.

5.9 Survival of certain provisions; no merger

- (a) The representations and warranties given by the parties under this deed and any other provisions which are expressed to survive termination (together, the **Surviving Clauses**) will survive rescission, termination or expiration of this deed.
- (b) If this deed is rescinded or terminated, no party will be liable to any other party except:
 - (i) under the Surviving Clauses; or
 - (ii) in respect of any breach of this deed occurring before such rescission or termination.
- (c) No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

5.10 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.

5.11 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party thinks fit, unless this deed expressly provides otherwise.

5.12 No representation or reliance

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

5.13 Severance

If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under applicable Law, that provision is to be severed to the extent necessary to make this deed enforceable, and it will not affect or impair the legality, validity or enforceability of any other provision of this deed.

5.14 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.

5.15 Attorneys

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

5.16 Relationship between the parties

Nothing in, or contemplated by, any State Stage 2 Document will be construed or interpreted as:

- (a) constituting a relationship between the State and OF2, the D&C Contractor, the Consultant, the Independent Verifier or any other person, of partners, joint venturers, fiduciaries, employer and employee or principal and agent;
- (b) imposing any general duty of good faith on the State to OF2, the D&C Contractor, the Consultant, the Independent Verifier or any of their respective Associates in relation to or arising out of the Project, other than to comply with the obligations (if any) expressly stated to be assumed by the State under the State Stage 2 Documents on a good faith basis; or
- (c) unlawfully restricting or otherwise unlawfully affecting the unfettered discretion of the State to exercise any of its executive or statutory powers or functions under any Law.

5.17 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

The State

Name: Department of Transport and Main Roads
Address: Gold Coast Light Rail Project
Locked Bag 56
Southport BC Queensland 4215
Email: peter.a.papantonio@tmr.qld.gov.au
For the attention of: Peter Papantoniou, Project Director

OF2

Name: GoldLinQ 2 Pty Ltd
Address: Level 29, 149 William Street
Melbourne, Victoria 3000
Email: [morne.swanepoel@plenarygroup.com.au]
For the attention of: Company Secretary

D&C Contractor

Name: []
Address: []
[]
Email: []
[]
For the attention of: []
[]

Independent Verifier

Name: []
Address: []
[]
Email: []
[]
For the attention of: []
[]

Consultant

Name: []
Address: []
Email: []
For the attention of: []

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with **clause 5.17(b)**; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of email) upon the first to occur of:
 - (A) receipt by the sender of an email acknowledgement from the intended recipient's information system showing that the email has been delivered to the email address of that recipient;
 - (B) the time that the email enters an information system which is under the control of the intended recipient; and
 - (C) the time that the email is first opened or read by an employee or officer of the intended recipient; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

Executed by [Signalling System Supplier])
ABN [#])

.....
Signed sealed Directed Delivered by Secretary)
by Neil Scales, Director General,)
Department of Transport and Main Roads
in the presence of:.....
Name of Director/Company Secretary (print)

.....
Signature of Director

.....
Name of Director (print)

.....
Witness

.....
Name of Witness (print)

Executed as a deed.

Executed by GoldLinQ 2 Pty Ltd ACN 610)
560 364 by the party's attorney pursuant to)
power of attorney dated who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:)

.....
Signature of Witness

.....
Signature of Attorney

.....
Name of Witness (print)

.....
Name of Attorney (print)

Executed by [D&C Contractor] ABN [#] by)
the party's attorney pursuant to power of)
attorney dated who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

.....
Signature of Witness

.....
Signature of Attorney

.....
Name of Witness (print)

.....
Name of Attorney (print)

Executed by [Independent Verifier] ABN)
[#] by:)

.....
Signature of Director/Company Secretary

.....
Signature of Director

.....
Name of Director/Company Secretary (print)

.....
Name of Director (print)

Executed by [Consultant] by:)
)

.....
Signature of Director/Company Secretary

.....
Signature of Director

.....
Name of Director/Company Secretary (print)

.....
Name of Director (print)

Schedule 11

Commercially Sensitive Information

1. The Base Case Financial Model and the Day 1 Base Case Financial Model.
2. Stage 2 Financial Close Adjustment Protocol.
3. The dollar value in the definition of "Construction Payment Maximum Amount"
4. The Construction Drawdown Schedule set out in **schedule 3**.
5. Each margin set out in Appendix 1 to **schedule 4** and the dollar values in the Schedule of Rates set out in Appendix 2 to **schedule 4**.
6. The "Contract Price", "LDs Cap", Liability Cap" and "Liquidated Damages" under the D&C Contract.
7. Each margin set out in Appendix 1 to schedule 6 and the dollar values in the schedule of rates set out in Appendix 2 to schedule 6 of the D&C Contract.
8. The Drawdown Schedule set out in schedule 17 of the D&C Contract.
9. The dollar values in the Milestone Schedule set out in the D&C Contract.
10. Any rates, escalation factors or costs set out in the D&C Contract.
11. The dollar value of the liability caps set out in clause 18 of the D&C Interface Deed.
12. The pricing and amount or percentages in relation to security arrangements in relation to supply contracts.
13. The margins, ratios and other pricing information set out in the Debt Financing Documents.
14. Each percentage set out in the Shareholders Agreement, each amount set out in paragraph 10 of schedule 3 and schedule 6 to the Shareholders Agreement, and Part B of schedule 4 to the Shareholders Agreement.
15. Each percentage and each credit rating set out in the Deferred Equity Commitment Deed.
16. The pricing information set out in the Equity Documents.
17. Any rates, escalation factors or costs set out in **schedule 14**.
18. The capital cost and operating and maintenance costs set out in **schedule 14** of the O&M Contract.

Schedule 12

Existing Private Development Applications and Private Development Approvals

The lodgement date of each Private Development Application or Private Development Approval is provided for reference.

Real Property Address	Council Descriptor	Application / Approval Number	Status (December 2015)	Status (March 2016)
4SP182836	287546	OPW201502084	Post Assessment	Approved
		MCU201500118	Post Assessment	Approved
		MCU201600396 – change to above MCU approval		In progress
5SP182836	287547	OPW201502084	Post Assessment	Approved
		MCU201400154	Post Assessment	Approved
		MCU201500118	Post Assessment	Approved
		MCU201600396 – change to above MCU approval		In progress
43SP180511	279238	OPW2501090		
		ROL201500430	Application Stage	Decision Stage
		MCU201401437	System Completed	System Completed
		MCU201501133	In Progress	Post Assessment
		OPW201501512	In Progress	In progress/Approved
		ROL201500263	Decision Stage	Approved

Real Property Address	Council Descriptor	Application / Approval Number	Status (December 2015)	Status (March 2016)
		OPW201502470	In Progress	Decision Stage
18RP868223	191091	MCU201501133	In Progress	Post Assessment
		ROL201500346	In Progress	System Completed
		MCU201501376	Info and Refer Stage	Approved
		MCU201401437	System Completed	System Completed
		OPW201501512	In Progress	Approved
		OPW201501513	In Progress	Approved
		ROL201500263	Decision Stage	Approved
		OPW201400371	Post Assessment	Approved
		ROL201500046	System Completed	System Completed
28RP868222	191088	OPW201100861		Approved
		OPW201100862		Approved
		OPW201101121		Approved
30RP868222	191089	OPW2602645		
		OPW201101481		
		OPW201101482		
		MCU20151790 – change to previous approval		Approved
		(Appeal) APL20160015		In progress
17RP882830	191266	OPW2901799		
		MCU20151790 – change to previous approval		Approved
		(Appeal) APL20160015		In progress
15RP882829	191289	OPW2901799		
		OPW201301552	Post Assessment	

Real Property Address	Council Descriptor	Application / Approval Number	Status (December 2015)	Status (March 2016)
		MCU201501790		In progress
		(Appeal) APL20160015		In progress
		OPW201600298		Cancelled
900SP191022	288719	OPW2401896		
		OPW2600435		
35SP195424	319953	OPW201000911		
		OPW201400672	Post Assessment	Post Assessment
		OPW201400279	Completed	Completed
37SP216812	329026	OPW201402419	Post Assessment	Completed
		OPW201500045	Post Assessment	Completed
3SP191023	294507	MCU201400735	Post Assessment	Approved
0, 11, 12, 13 on BUP104857	202276; 202289; 202290; 202291	OPW201401990	Lapsed	Lapsed
		OPW201500891	Post Assessment	Post Assessment
0BUP102187	187007	OPW201500146		
11BUP102948	191860	OPW201302036	Post Assessment	Post Assessment
12BUP102948	191861	OPW201501283	Post Assessment	Post Assessment
		OPW201400273	Post Assessment	Post Assessment
48RP899389	198511	OPW201500260	Completed	Completed
0BUP102187	187077	OPW201500146	Post Assessment	Post Assessment
		OPW201302036	Post Assessment	Post Assessment
		OPW201501283	Post Assessment	Post Assessment
		OPW201400273	Post Assessment	Post Assessment

Real Property Address	Council Descriptor	Application / Approval Number	Status (December 2015)	Status (March 2016)
38RP219033		OPW2201519		
		OPW2201403		
40RP192375	7012	ROL201500175	Info and Referral Stage	System lapsed, no decision
1SP162917	249338	OPW2500869		
4SP139855	248108	No App number (PN7011/03/DA2; PN7011/03/DA3)		
705RP815568	93578	OPW201500007	Post Assessment	System completed
813RP864313	97811	OPW201402443	Post Assessment	System completed
2RP894197	195343	ROL201300300	System Completed	
		OPW201501883	Decision Stage	
		OPW201401845	Lapsed	
		OPW201400128	Post Assessment	
		OPW201500280	Lapsed	
		MCU201301000	Post Assessment	
		OPW20152510		Approved
		BLD201515379		Approved
		CMP2016006 (construction management plan)		Approved
494RP885522	186912	BLD201603352		Approved
		OPW201301969	Post Assessment	Post Assessment
40CP868735	98726	OPW2500135		

Schedule 13

ETS Interface Requirements

1 Introduction

This **schedule 13** describes the access requirements, schedule of access and associated processes required for the installation and maintenance of the ETS on the System.

2 Access Requirements

- (a) During the D&C Phase, the State and its Associates will require access to the Stage 2 Area and Stage 2 Works to undertake the following activities:
 - (i) survey;
 - (ii) installation; and
 - (iii) commissioning.
- (b) During the Operations Phase, the State and its Associates will require access to the Project Area (including the Stage 2 Area) and System to undertake maintenance.

3 Survey Access

3.1 Purpose

6 months prior to installation of the ETS, the State and its Associates require access to all Stations and facilities to determine the installation detail, namely cable routes/paths, cabinet locations, device locations and device mounting.

3.2 Process

- (a) OF2 must nominate and advise the State or its Associates of its representative who will arrange survey access to the Stage 2 Area and Stage 2 Works.
- (b) At least 8 weeks prior to survey access to the Stage 2 Area and Stage 2 Works nomination forms requesting contact details will be forwarded by the State or its Associate to OF2.
- (c) OF2 must return the completed nomination forms and advise the State:
 - (i) of the availability of soft copies or "second original" vellum of station floor plans to the State or its Associates; and

- (ii) of any safety training required prior to access being given to the State or its Associates to undertake the survey and the State and its Associates will undertake such training, within 10 Business Days of receipt of the nomination forms.
- (d) At least 10 Business Days notice will be given by the State or its Associate to the nominated OF2 representative prior to survey access.
- (e) Transmittal notes accompanying the letter of notice must be signed by the OF2 and returned to the State or its Associate within 5 Business Days of receipt.
- (f) Access to platforms and station buildings/facilities where network components (routers, hubs, etc), and ETS equipment will reside will be provided on an as required basis in the timeframes set out in the agreed site access plan developed under clause 19.3(c) (Access) of the Stage 2 Works Deed, or as otherwise agreed from time to time by the State, its Associates and OF2.
- (g) Notionally 4 hours on average will be required per Station.
- (h) The OF2 representative(s) must be present and provide input and advise suitability of installation approach/detail.
- (i) Draft installation drawings/documentation will be provided by the State or its Associate to OF2 no later than 20 Business Days after a site visit.
- (j) OF2 may provide feedback to the State or its Associate within 10 days of receipt of the drawings/documentation from the State or its Associate.
- (k) The State or its Associates may store devices and materials on site for short periods prior to installation. OF2 must advise of the availability of secure storage at Stations or such other area as agreed between the parties.

4 Installation Access

4.1 Purpose

- (a) Access to all OF2's Station platforms and facilities hosting network devices, and ETS devices will be required during the installation phase.
- (b) Installation will be scheduled at times set out in the agreed site access plan developed under clause 19.3(c) (Access) of the Stage 2 Works Deed, or as otherwise agreed from time to time by the State, its Associate and OF2. Installation may be staged with cable routing for a particular Station being completed on a preliminary visit and device install executed on a subsequent visit.

4.2 Process

- (a) Provisional dates for installation will be as set out in the agreed site access plan developed under clause 19.3(c) (Access) of the Stage 2 Works Deed, or as otherwise agreed from time to time by the State or its Associate and OF2 (the dates will be subject to change).

- (b) At least 3 months prior to commencement of installation a detailed installation schedule will be distributed to OF2 in Adobe .pdf format.
- (c) At least 12 weeks prior to install access:
 - (i) the State or its Associate will confirm with OF2 the representative nominated for survey access. If this representative is no longer appropriate, OF2 must submit a revised nomination form; and
 - (ii) OF2 must advise the State of any safety training required prior to access being given to the State or its Associate to install the ETS and the State and its Associates will undertake such training.
- (d) OF2 must return any revised completed nomination forms to the State or its Associate within 10 Business Days of receipt.
- (e) At least 20 Business Days notice will be given by the State or its Associate to the nominated OF2 representative prior to install access.
- (f) Transmittal notes accompanying the letter of notice must be signed by OF2 and returned to the State or its Associate within 5 Business Days of receipt. The State or its Associate will assume that the receipt by the State or its Associate of a signed transmittal note from OF2 constitutes access permission of OF2 to the specific premises nominated in the notice on the dates and in the manner proposed.
- (g) The State or its Associate will be provided with access to the specific premises nominated in the notice on the dates and in the manner proposed. Installation works will be scheduled on weekdays wherever possible. However the State understands that night and weekend access may be required to enable OF2 to meet its obligations under the Stage 2 Works Deed. Where practical, non-disruptive activities on the Stage 2 Works and System may be undertaken during weekdays.
- (h) The State and its Associate will assume that access is readily available to at least one 240-Vac GPO.
- (i) The State and its Associate will assume that normal station lighting or the equivalent will be made available if required.
- (j) Devices shall be equipped with software that facilitates testing the correctness of the installation activity.
- (k) Both OF2's representative and the State will audit workmanship and act as signatory on install certificates. The lack of an authorised OF2 representative will not preclude nor delay completion of installation and installation acceptance testing.

5 Commissioning and Maintenance Access

5.1 Purpose

- (a) Immediately prior to the Date of Stage 2 Completion and ongoing throughout the Term, access will be required to the Stage 2 Area and the System for various reasons ranging from commissioning to "settling in" through to maintenance.

- (b) It is envisaged that the bulk of this access will be required during the initial settling in period and access required after the ETS is placed into service should be minimal.
- (c) Tasks to be undertaken may include:
 - (i) device interrogation—software verification for asset management and audit purposes;
 - (ii) device interrogation—hardware verification for asset management and audit purposes;
 - (iii) usage data and transaction generation;
 - (iv) failure corrections—module or complete device replacement;
 - (v) software updates;
 - (vi) hardware Upgrades; and
 - (vii) ETS Maintenance.

5.2 Process

- (a) OF2 must advise the State of any safety training required prior to access being given to the State or its Associate to commission or maintain the ETS and the State and its Associates will undertake such training.
- (b) Immediately after the Date of Stage 2 Completion access will be required to the Stage 2 Area to facilitate debug, rectification of faults and commissioning with the worst case being less than 1 day's notice. Every attempt will be made to visit during normal business hours. Access will only be required outside of normal business hours due to exceptional circumstances.
- (c) Access will be requested and secured either via email or telephone.
- (d) The State and its Associate will assume that access is readily available to at least one 240-Vac GPO.
- (e) The State and its Associate will assume that normal station lighting or the equivalent will be made available if required.
- (f) Preventative Maintenance will be executed via a mutually agreed schedule aligned with the State or its Associates' recommendations.
- (g) Notice for access to install critical bug fixes will in all likelihood be less than 1 day. Every attempt shall be made to visit during normal business hours. Access will only be required outside of normal business hours due to exceptional circumstances.
- (h) At least 4 weeks notice will be provided by the State or its Associate requesting access associated with system upgrades.

Schedule 14

Pre- Priced Elements

Table 1: Pre-Priced Elements for Smith Street Motorway (no pavement replacement, no water blasting and no new line markings)

Description	Pre-Priced Elements for: a) no pavement overlay as detailed in Annexure 5, Part 1, Section 9.4.7 (retain existing wearing course); and b) not placing new pavement markings on the Smith Street Motorway in accordance with Annexure 5, Part 1, Section 8.1.6a and 8.1.6d (retain existing linemarking).
PPE Expiry Date	1 August 2016
Amendments to State Project Documents	As approved by the State in a Modification Order or Modification Approval.
Impacts to D&C Program	None
D&C costs	
Operations and Maintenance costs	No impacts

Table 2: Pre-Priced Elements for Smith Street Motorway (water blasting and replacement of line markings)

Description	<p>Pre-Priced Elements for:</p> <ul style="list-style-type: none"> a) removing existing pavement markings to Smith Street Motorway eastbound carriageway using wet abrasive blasting between approximate Ch1275 and Ch2850; and b) placing new pavement markings on the Smith Street Motorway in accordance with Annexure 5, Part 1, Section 8.1.6a and 8.1.6d between approximate Ch1275 and Ch2850.
PPE Expiry Date	1 August 2016
Amendments to State Project Documents	As approved by the State in a Modification Order or Modification Approval.
Impacts to D&C Program	None
D&C costs	
Operations and Maintenance costs	No impacts
Other	<p>The removal of the existing marking must ensure that:</p> <ul style="list-style-type: none"> a) the existing wearing course is not damaged; and b) the resulting change in surface texture from the removal process: <ul style="list-style-type: none"> i) poses no safety risks to motorists; and ii) does not confuse drivers and passes safety requirements and standards in dark and wet conditions.