

**Memorandum of Understanding (MOU) for a Network Asset Adjustment Works Agreement
between Ausgrid and Transport for NSW**

1.	Ausgrid	Ausgrid ABN 67 505 337 385 a State Owned Corporation established under the <i>State Owned Corporations Act 1989 (NSW)</i> and the <i>Energy Services Corporations Act 1995 (NSW)</i> (Ausgrid)
2.	TfNSW	Transport for New South Wales ABN 18 804 239 602 (TfNSW)
3.	Status of this MOU	<p>The Parties agree that this MOU is not intended to be, and is not, legally binding, other than clauses 5 and 17, which are binding on the Parties on and from the date of this MOU.</p> <p>Capitalised terms in this MOU are defined in Annexure A.</p>
4.	Background	<p>TfNSW is undertaking or overseeing procurement of the Project.</p> <p>Network Assets along the proposed route of the Project will or may be affected by the works to be undertaken in relation to the Project and accordingly, Adjustment Works are required to the Network Assets.</p> <p>The Parties wish to work together to achieve successful completion of the Project and the Adjustment Works to the mutual satisfaction of both Parties and for the benefit of public transport users without disadvantaging electricity users.</p>
5.	Reasonable endeavours to enter into a subsequent agreement	<p>The Parties acknowledge their intention to enter into a comprehensive agreement regarding the Adjustment Works and that any such agreement is intended to reflect the matters and principles outlined in this MOU (Agreement).</p> <p>The Parties agree to negotiate in good faith and use reasonable endeavours to enter into the Agreement.</p>
6.	General principles	<p>The Parties agree that the Adjustment Works and the Agreement will be consistent with the following high level principles:</p> <ul style="list-style-type: none"> (a) access to Ausgrid assets will be maintained at current standard during construction and post construction, unless otherwise agreed by Ausgrid; (b) TfNSW will pay for all actual costs and expenses reasonably incurred by Ausgrid, demonstrated on an open book basis, in connection with the Adjustment Works, including recovery of the associated overheads, within 30 days of invoice; (c) the scope of Adjustment Works will be agreed between Ausgrid and TfNSW, subject to all issues associated with safety, access to assets, functionality and reliability being demonstrated to Ausgrid's satisfaction; (d) the Adjustment Works form part of TfNSW's Project and accordingly, Ausgrid will not incur any risk or liability in relation to the project delivery model chosen by TfNSW for the Adjustment Works and its implementation, including the timing and structure of the program(s) for the Adjustment Works; (e) avoiding damage to the Ausgrid brand; and (f) recognition of limited and critical resources for network switching and commissioning jointing available from Ausgrid for

		the Adjustment Works.
7.	Identification of Network Assets	The Parties will use reasonable endeavours to identify and document each Network Asset which is, or which may be, affected by the Project.
8.	Scope of works and responsibilities	<p>The Parties will use reasonable endeavours to agree to:</p> <p>(a) the scope of works and programs; and</p> <p>(b) distribution of responsibilities between Ausgrid and TfNSW (including the TfNSW principal contractor),</p> <p>for the purposes of each of the Adjustment Works.</p> <p>Where Ausgrid, acting reasonably and after consultation with TfNSW, deems it safe and technically feasible to install a new access route to existing Network Assets rather than relocating such assets, Ausgrid will approve a new access route in place of relocation.</p>
9.	Adjustment Works required for each Network Asset	<p>For each Network Asset which is or may be affected by the Project, the Parties will use reasonable endeavours to agree to the particular Adjustment Works required for that Network Asset, with regard to the following matters:</p> <p>(a) safety to people performing the Adjustment Works, Ausgrid staff and contractors and to the public;</p> <p>(b) protection of the environment and compliance with Environmental Laws;</p> <p>(c) protection of Network Assets and maintenance of the integrity of Network Assets, including maintaining the standard of access during construction and post construction as existed prior to the Project, unless otherwise agreed by Ausgrid;</p> <p>(d) operation of Ausgrid's electricity network in accordance with usual standards and specifications to maintain electricity supply to electricity users, including minimising interruptions to the supply of electricity;</p> <p>(e) minimising costs and programme duration associated with the Adjustment Works as well as minimising ongoing future operating and maintenance costs for the Network Assets; and</p> <p>(f) the limited availability of critical resources for network switching and commissioning jointing available from Ausgrid for the Adjustment Works.</p> <p>The Adjustment Works will be assessed on a case by case basis considering all matters with weighting generally reflecting the order shown in (a) to (f).</p> <p>Subject to sub-clauses (a) to (f) above, TfNSW's preference is to wherever possible retain Network Assets while accommodating the Project.</p> <p>If Adjustment Works are needed the preferred hierarchy in order is:</p> <ul style="list-style-type: none"> • to retain and protect Network Assets; • to modify Network Assets; and • to relocate Network Assets.

		If the Parties are unable to agree to the Adjustment Works for a particular Network Asset, the required Adjustment Works, if any, will be determined in accordance with the dispute resolution clause (clause 38).
10.	No betterment of Network Assets	<p>In undertaking Adjustment Works, TfNSW shall carry out the Adjustment Works to ensure the functionality of the network remains at least the same as functionality prior to Adjustment Works.</p> <p>This clause is not intended to prevent the replacement of an existing Network Asset with a new version of that Network Asset.</p> <p>Ausgrid will only fund functional betterment where this has been requested and approved by Ausgrid.</p>
11.	Design and approvals timetables	<p>The Parties will use reasonable endeavours to jointly prepare initial programs during 2014 for the design and approvals required from Ausgrid for the early works component of the Adjustment Works (Early Works Design and Approval Program) and for the remaining Adjustment Works (Primary Design and Approval Program).</p> <p>The Early Works Design and Approval Program and the Primary Design and Approval Program will cover both TfNSW's submission of designs to Ausgrid and Ausgrid's approval of those designs. The Parties acknowledge that the Early Works Design and Approval Program and the Primary Design and Approval Program will endeavour to co-ordinate with the timetable for other Project works.</p> <p>The Parties will work together to regularly review and update the Early Works Design and Approval Program and the Primary Design and Approval Program as detail of the Adjustment Works increases.</p>
12.	Adjustment Works timetables	<p>The Parties will, using reasonable endeavours, jointly prepare initial programs for the remaining aspects of the early works component of the Adjustment Works (including all physical works) (Early Works Adjustment Program) and the remaining aspects of the Adjustment Works (including all physical works) (Primary Adjustment Works Program).</p> <p>The Parties acknowledge that the Early Works Adjustment Works Program and the Primary Adjustment Works Program will endeavour to co-ordinate with the respective design approval programs and the timetable for other Project works.</p> <p>The Parties will work together to regularly review and update the Early Works Adjustment Works Program and the Primary Adjustment Works as detail of the Adjustment Works increases.</p>
13.	Timetables generally	<p>The Parties will use reasonable endeavours to ensure that all Adjustment Works identified under clauses 8 and 9 are included in the Early Works Design Approval Program, the Primary Design Approval Program, the Early Works Adjustment Works Program and the Primary Adjustment Works Program (together the Programs) so that the Parties are able to plan and co-ordinate the works as far in advance as possible.</p> <p>Ausgrid will not be responsible for, or incur any liability in relation to, any failure to comply with the Programs to the extent that this failure:</p> <p>(a) is caused by, or contributed to by, any act or omission of</p>

		<p>TfNSW, TfNSW's contractor or any other third party; or</p> <p>(b) is due to Ausgrid's planned or emergency works on its electricity distribution network.</p> <p>TfNSW will not be responsible for, or incur any liability in relation to, any failure to comply with the Programs to the extent that this failure is caused by, or contributed to by, any act or omission of Ausgrid or Ausgrid's contractor (other than in connection with paragraph (b) above).</p> <p>Each Party will notify the other as soon as practicable if it becomes aware that there will be, or that there may be, delays and/or extensions to the Programs.</p>
14.	Work health and safety	<p>Each Party is a person conducting a business or undertaking (PCBU) for the purposes of the WHS Laws.</p> <p>Each Party will:</p> <p>(a) comply with all applicable WHS Laws and any notice or direction from Workcover NSW while carrying out the Adjustment Works; and</p> <p>(b) implement, maintain and comply with a work health and safety management system, including work method statements, in order to facilitate compliance with all applicable WHS Laws.</p> <p>TfNSW will ensure that all contracted PCBUs on the Project comply with this clause.</p>
15.	Principal Contractor	<p>TfNSW is the principal contractor, or will appoint a principal contractor, at all times during the Adjustment Works and the Project.</p> <p>Access for Ausgrid to all work sites will be provided in accordance with legislation and with regard to clause 6(a).</p>
16.	Staffing	<p>To the extent practicable, Ausgrid will (at TfNSW's cost) use its best endeavours to make available appropriate resources for the design and construction phase for the Adjustment Works and provide a co-located presence with TfNSW during the design phase of the Project.</p> <p>The Agreement will set out a process and protocol for communications between Ausgrid and TfNSW or its contractor.</p> <p>TfNSW acknowledges that Ausgrid may, from time to time, be required to relocate resources from the Adjustment Works (as reasonably determined by Ausgrid) and that this may impact the Programs for the Adjustment Works and the Project schedule.</p>
17.	Costs of the Adjustment Works	<p>TfNSW is responsible for:</p> <p>(a) all costs and expenses of the Adjustment Works (regardless of who performs any of the Adjustment Works); and</p> <p>(b) all reasonable costs and expenses incurred by Ausgrid in relation to the Adjustment Works, including all legal costs (including in relation to the preparation, negotiation and execution of this MOU and the Agreement).</p> <p>TfNSW acknowledges that the costs and expenses incurred by Ausgrid in (a) and (b) above will necessarily include amounts which represent Ausgrid's associated overhead costs and expenses and which are</p>

		<p>calculated in accordance with Ausgrid policies and Ausgrid's Cost Allocation Methodology (CAM) as approved by the AER. TfNSW agrees to pay for such amounts. TfNSW will consult with Ausgrid, and consider any feedback provided by Ausgrid while it is preparing its budget for the Adjustment Works.</p> <p>The issue regarding taxation and dividend payments for gifted assets will be addressed separately. TfNSW will use best endeavours to have this resolved by April 2014 to the mutual satisfaction of both parties, or by a date otherwise agreed by the Parties.</p>
18.	Adjustment Works are non-contestable	<p>The Adjustment Works do not fall within the definition of contestable works in the "Code of Practice – Contestable Works" published by the NSW Department of Energy and Water in 2007 (Code of Practice) but Ausgrid has a discretion under the Code of Practice to make some or all of the Adjustment Works contestable works.</p> <p>The exercise of this discretion by Ausgrid does not abrogate in any way the obligations and duties of the principal contractor.</p>
19.	Who will undertake Adjustment Works	<p>For each Network Asset identified under clauses 8 and 9, the Parties will identify whether TfNSW or Ausgrid will perform the required Adjustment Works (or part thereof).</p> <p>As a general principle, the Parties intend that the Adjustment Works will be performed (or procured) by TfNSW (in accordance with the terms of the Agreement) unless Ausgrid determines such works will be performed by Ausgrid.</p> <p>Where Adjustment Works are determined to be performed (or procured) by TfNSW, the process will include identifying whether each of the Adjustment Works are likely to fall under TfNSW's early works contract for the Project or TfNSW's primary works contract for the Project.</p>
20.	Contractors	<p>The Parties agree that TfNSW (or its contractor) may engage one or more contractors to perform Adjustment Works identified as works to be performed by TfNSW. TfNSW will be responsible for all costs associated with any such contractors or subcontractors.</p> <p>All contractors and subcontractors engaged by TfNSW (or its contractor) to perform Adjustment Works must be an Accredited Service Provider (ASP) at the appropriate level for each piece of work or activity to be performed, and provide staff who have skills consistent with those on which the certification was based.</p> <p>All contractors, subcontractors and their employees working on the project must, at TfNSW's cost, complete an Ausgrid-run induction program prior to accessing the Network Assets or undertaking any Adjustment Works.</p> <p>The engagement of contractors or subcontractors will not relieve TfNSW from any liability or obligation under the Agreement.</p> <p>TfNSW will be liable for the acts and omissions of any contractors and/or subcontractors (including their respective employees) as if they were the acts or omissions of TfNSW.</p>
21.	Ausgrid Requirements for the	<p>Any Adjustment Works performed by TfNSW or its contractors must comply with Ausgrid's Requirements Unless otherwise agreed by</p>

	Adjustment Works	<p>Ausgrid.</p> <p>Where TfNSW or its contractor identifies minor changes in Ausgrid's Requirements that may benefit the Project without adversely affecting Ausgrid's assets or obligations, Ausgrid will consider the merits of such proposed changes. If agreed to by Ausgrid, these will be reflected as amended Ausgrid Requirements.</p> <p>Ausgrid will use reasonable endeavours to ensure that the documentation provided by Ausgrid to TfNSW or its contractor is accurate and complete as at the date it is given, however Ausgrid will not be liable for any inaccurate or incomplete documentation it may provide.</p>
22.	Other performance standards	<p>In performing the Adjustment Works, TfNSW must comply with all relevant laws (including all Environmental Laws and WHS Laws), Australian Standards, network standards, industry standards and the Agreement.</p> <p>All Adjustment Works will be undertaken in accordance with the planning approval for the Project (granted following environmental impact assessment) and any other regulatory approvals required for the Adjustment Works.</p> <p>TfNSW will exercise all due skill, care and attention so as not to damage the Network Assets or any other parts of Ausgrid's electricity distribution network while undertaking the Adjustment Works or other Project works.</p> <p>Each party will ensure that its contractors and subcontractors comply with, and perform the Adjustment Works in accordance with this clause.</p>
23.	Warranties	<p>TfNSW warrants and represents that each of the Adjustment Works will, from the date of commissioning of the Project:</p> <ul style="list-style-type: none"> (a) comply with Ausgrid's Requirements and any applicable laws; and (b) be reasonably fit for any purpose described in the Agreement and/or Ausgrid's Requirements and industry practice, <p>for 24 months (as specified in the Ausgrid Requirements or in accordance with industry standards).</p> <p>Ausgrid is not responsible for any costs associated with repair, loss or damage referred to under this clause.</p>
24.	Defects liability	<p>TfNSW must ensure that there is a defects liability period of 24 months from the date of practical completion of the Adjustment Works, which can be completed in separable portions, during which period TfNSW (or its contractor(s)) is required to rectify all defects existing at the date of practical completion or advised during the defects liability period, under:</p> <ul style="list-style-type: none"> (a) the Agreement (to the extent TfNSW itself will carry out any of the Adjustment Works under the Agreement); and/or (b) any contract(s) TfNSW enters into with third parties under which third parties will carry out the Adjustment Works. <p>Ausgrid is not responsible for any costs associated with repair, loss or damage referred to under this clause.</p>
25.	Design	<p>The parties agree that, as far as practicable, all designs relating to the</p>

		<p>Adjustment Works will be prepared so as:</p> <p>(c) not to increase the ongoing operational costs to Ausgrid for the Network Assets; and</p> <p>(d) to ensure that, after the completion of the Adjustment Works and Project works, Ausgrid will be able to access all parts of the Network Assets and Ausgrid's electricity network for the ongoing operation, maintenance and improvement of Ausgrid's electricity network.</p> <p>Ausgrid will, acting reasonably, be solely responsible for certifying all contestable design works in relation to the Adjustment Works submitted to Ausgrid by TfNSW prior to the commencement of any physical Adjustment Works.</p> <p>Ausgrid agrees that it will not unreasonably withhold certification of Adjustment Works designs where the designs comply with Ausgrid's Requirements or agreed changes to Ausgrid's Requirements.</p> <p>Both parties will work together to fully define the extent of certification required.</p>
26.	Disconnection, reconnection and switching	<p>Ausgrid will be solely responsible for disconnecting and reconnecting Network Assets from and to its distribution network and switching off parts of its distribution network as reasonably requested by TfNSW (but at times to be determined and reasonably expedited by Ausgrid) in order to enable the Adjustment Works to be performed.</p> <p>Ausgrid may, acting reasonably, prohibit the disconnection of a Network Asset during peak load months and also during daily peak load periods throughout the year.</p> <p>Ausgrid will be solely responsible for commissioning Network Assets and will use reasonable endeavours to expedite commissioning of Network Assets as far as practicable.</p> <p>Ausgrid will cooperate with TfNSW or its contractor in exercising its discretion under this clause and, wherever practicable (having regard to the operation and integrity of Ausgrid's electricity network and Ausgrid's planned or emergency works on its electricity network), will use reasonable endeavours to coordinate the disconnection, reconnection and switching with TfNSW's other Adjustment Works and the Project.</p>
27.	Variations to the Adjustment Works	<p>The Agreement will stipulate a process for the Parties to notify each other of any variations to the scope of works for the Adjustment Works.</p>
28.	Contaminated Network Assets	<p>Contaminated Network Assets will be remediated or disposed of, only to the extent necessary to undertake required Adjustment Works, in accordance with the law at TfNSW's cost.</p>
29.	Tenderers	<p>TfNSW will be responsible for liaising with any third party tenderers for the Project or the Adjustment Works and TfNSW shall direct the tenderers to refer all enquires to TfNSW and not directly to Ausgrid. Ausgrid will promptly respond to any related enquiries TfNSW makes to Ausgrid.</p> <p>TfNSW's response to the tenderers will be consistent with Ausgrid's response where the enquiry involves Network Assets or Adjustment Works and Ausgrid has given TfNSW a response.</p>

30.	Third party assets	<p>TfNSW will be responsible for liaising with any third parties (including, but not limited to, any utilities and private entities such as Sydney Water, the Commonwealth Bank of Australia, Telstra and Optus) whose assets or equipment are co-located with, or utilise, the Network Assets or whose assets or equipment may be affected by the Adjustment Works.</p> <p>To the extent possible through existing agreements and relationships, Ausgrid will assist TfNSW in dealing with third parties to decommission or relocate third party assets where required.</p> <p>TfNSW shall, as a starting point, seek to persuade the third parties to decommission their assets and if that proves unacceptable to the third party, TfNSW and Ausgrid will consult regarding the removal or relocation of third party assets or equipment and have regard to any agreement between Ausgrid and a third party.</p> <p>TfNSW will not agree to relocate any third party assets or equipment with any Network Assets without the prior consent of Ausgrid.</p>
31.	Other Ausgrid works	<p>TfNSW agrees that Ausgrid may request TfNSW's contractor to undertake electricity works for Ausgrid which are outside the scope of the Adjustment Works (Additional Works), provided that the Additional Works do not impact on the timing, cost or performance of the Adjustment Works or Project works. TfNSW will provide reasonable assistance to Ausgrid to facilitate its negotiations with TfNSW's contractor.</p> <p>Any Additional Works agreed between Ausgrid and TfNSW's contractor:</p> <ul style="list-style-type: none"> (a) will be the subject of a separate contract between Ausgrid and TfNSW's contractor and will not form part of the Adjustment Works; and (b) will be paid for solely by Ausgrid. <p>The Agreement will contain formal procedures for Ausgrid to make a request for Additional Work.</p>
32.	Access rights	<p>TfNSW will ensure that, during the construction phase, Ausgrid has access to all parts of the site of the Adjustment Works and Network Assets, and for that purpose TfNSW will ensure that TfNSW or its contractor has control or rights of access, to allow Ausgrid to:</p> <ul style="list-style-type: none"> (a) inspect or supervise any Adjustment Work; or (b) carry out any electricity works or any other work necessary to ensure the integrity and operation of Ausgrid's electricity network. <p>Ausgrid will at all times while accessing the site comply with the WHS Laws and other reasonable requirements of TfNSW and its contractors.</p> <p>Adjustment Works will be constructed with consideration to Ausgrid requirements for future access to Network Assets.</p>
33.	Signs and advertising material	<p>Any signs, advertisements, promotional materials or marketing materials relating to the Project and/or the Adjustment Works (except, if required, for Adjustment Works undertaken solely by Ausgrid) will not refer to Ausgrid in any way and will direct members of the public to a</p>

		non-Ausgrid phone number to obtain information or to provide comments on the Project and/or the Adjustment Works. No Ausgrid phone numbers or other contact details will be provided to members of the public in relation to the Project or the Adjustment Works.
34.	Ownership of Adjustment Works	<p>Network Assets subject to Adjustment Works will vest in Ausgrid at a value to be determined on completion of the applicable Adjustment Works, unless specifically agreed and identified by the Parties.</p> <p>New assets provided for traction power or electrical supplies to light rail stops and other areas of the Project will remain the property of TfNSW unless otherwise agreed by the Parties.</p>
35.	Force Majeure	<p>Force majeure will be defined broadly in the Agreement.</p> <p>Without limitation, the following will be specified as force majeure events:</p> <ul style="list-style-type: none"> (a) industrial action, strike or other labour difficulty (whether or not involving employees of the Party concerned); and (b) in the case of Ausgrid only, emergency load management, an emergency relating to electricity works (as that term is defined in the <i>Electricity Supply Act 1995 (NSW)</i>) and Ausgrid's decision to prohibit the disconnection of a Network Asset during peak load months and/or during daily peak load periods throughout the year. <p>A Party's obligations under the Agreement will be suspended during the period where a force majeure event continues. A Party will have to use all reasonable endeavours to remove or rectify the force majeure event including keeping the other Party informed of its progress.</p>
36.	Confidentiality	Removed
37.	Indemnity	<p>TfNSW shall indemnify Ausgrid against all losses, damages, claims, costs and expenses incurred by Ausgrid as a direct or indirect result of:</p> <ul style="list-style-type: none"> (a) TfNSW or its contractors failing to perform their obligations in accordance with the Agreement; or (b) any fraudulent, negligent, wrongful or wilful act or omission of TfNSW or its contractors, <p>except to the extent caused by a breach of the Agreement by Ausgrid or its contractors or the fraudulent, negligent, wrongful or wilful act or omission of Ausgrid or its contractors.</p> <p>The inclusion or otherwise of consequential loss within this indemnity in the Agreement will be resolved with NSW Treasury during the finalisation of the Agreement.</p>
38.	Disputes	<p>The Agreement will contain a dispute resolution clause requiring the Parties to first resolve any dispute under the Agreement by discussion/negotiation by nominated senior managers from each Party.</p> <p>If the senior managers are unable to resolve a dispute within 30 days, the Agreement will provide for resolution by Parties' CEOs.</p> <p>While Ausgrid remains a State Owned Corporation, final determination of any disputes will be by an independent party nominated by Treasury.</p>

Annexure A – Definitions

Accredited Service Provider	A person who is accredited according to the requirements of the accreditation scheme for providers of contestable services operated by NSW Trade & Investment.
Adjustment Works	The protection, relocation, replacement or modification of Network Assets (including the modification of existing means of accessing Network Assets or the creation of new access ways) which will or may be affected by the Project works undertaken by or on behalf of TfNSW in connection with the Project.
Ausgrid's Requirements	Ausgrid's reasonable requirements for or in relation to the Adjustment Works, including design, construction and/or installation technical standards, specifications or requirements set out in an agreed scope of works to be referenced in the Agreement and including all laws, standards and industry practice of which a reasonable Accredited Service Provider undertaking the Adjustment Works should be aware. Ausgrid's Requirements may also be set out in an information package to be provided to contractors.
Contaminated Network Assets	Network Assets that are affected or degraded by the presence of any substance (including asbestos or lead) which creates or may create a risk of harm to the environment or to human health or where the concentration of the substance is not within the applicable standards set out under law.
Environmental Laws	The requirements of all laws or standards concerning environmental matters including but not limited to laws and standards concerning pollution, contamination, waste disposal, toxic and hazardous substances, resource allocation, clean water, clean air and water and soil conservation.
Network Assets	Assets owned and/or operated by Ausgrid and forming part of Ausgrid's electricity distribution network, including assets planned to form part of Ausgrid's electricity distribution network and including transmission assets, which will or may be affected by the works undertaken by or on behalf of TfNSW in connection with the Project.
Parties	Ausgrid and TfNSW
Project	<p>(a) the financing, design, construction, manufacture, installation, testing, commissioning, operation and maintenance of a new light rail service totalling approximately 12km in length from Circular Quay to Central Station in Sydney, via George Street, and to the suburbs of Randwick and Kingsford and including any decommissioning activities in relation to the light rail;</p> <p>(b) operation and maintenance of the light rail between Lilyfield and Central Station and between Lilyfield and Dulwich Hill (which is under construction as at the date of this MOU); and</p> <p>(c) the design and construction of the services relocations, network alterations, property access works and critical works arising out of the works or activities in (a), including the Adjustment Works.</p>
WHS Laws	The <i>Work Health and Safety Act 2011 (NSW)</i> and the <i>Work Health and Safety Regulation 2011 (NSW)</i> , including any codes of practice and

	Australian Standards, and any other applicable work health and safety laws (as applicable from time to time).
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Execution

Date: 20th February 2014

Ausgrid

Signed for and on behalf of **Ausgrid** ABN 67 505 337 385 by its duly authorised representative in the presence of:

K. Rayer
Signature of witness

KATHRYN RAYNER
Name of witness
(please print)

[Signature]
Signature of authorised representative
By executing this agreement the representative states that he/she has received no notice that his/her authority to do so has been revoked.

TREVOR MARK ARMSTRONG
Name of authorised representative
(please print)

Transport for New South Wales

Signed for and on behalf of **Transport for New South Wales** ABN 18 804 239 602 by its duly authorised representative in the presence of:

[Signature]
Signature of witness

CHRISTINA GIATRAS
Name of witness
(please print)

[Signature]
Signature of authorised representative
By executing this agreement the representative states that he/she has received no notice that his/her authority to do so has been revoked.

[Signature]
Name of authorised representative
(please print)

Christopher Deccan Lock
Deputy Director General
Transport Projects
Transport for New South Wales