



**RailCorp**

## Call Option Deed

**Rail Corporation New South Wales**

ABN 59 325 778 353

RailCorp

**Reliance Rail Pty Limited**

ABN 18 111 280 427

as trustee of the Reliance Rail Trust

PPP Co

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Our reference 130/604/80011438

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Call Option Deed made at Sydney on 3<sup>rd</sup> December 2006

**Parties**                    **Rail Corporation New South Wales, ABN 59 325 778 353**, of Level 6,  
18 Lee Street, Chippendale, New South Wales ("**RailCorp**")

**Reliance Rail Pty Limited, ABN 18 111 280 427**, as trustee of the Reliance  
Rail Trust of Level 6, ABN AMRO Tower, 88 Phillip Street, Sydney, New South  
Wales ("**PPP Co**")

**Recitals**

- A. RailCorp and PPP Co are parties to the Project Contract.
- B. Pursuant to the Project Contract, PPP Co has agreed to, amongst other things, finance, design, construct and commission the Maintenance Facility Works.
- C. RailCorp will have title in the Lease Area and the Licensed Areas at Practical Completion of the Maintenance Facility sufficient to grant a lease and licence to PPP Co over those respective areas.
- D. PPP Co requires an option to lease the Lease Area and an option to take a licence over the Licensed Areas from RailCorp on the terms of this deed.
- E. If PPP Co validly exercises the Call Option, RailCorp will:
  - (a) if the Registrable Plans have been Registered at the time of exercise of the Call Option:
    - (i) grant the Maintenance Facility Lease to PPP Co; and
    - (ii) grant the Maintenance Facility Licence to PPP Co; or
  - (b) otherwise:
    - (i) grant a licence over the Lease Area to PPP Co on the terms of schedule 2 (other than clause 3 of schedule 2) to this deed until the Registrable Plans have been Registered;
    - (ii) grant a licence over the Licensed Areas to PPP Co on the terms of schedule 3 to this Deed until the Registrable Plans have been Registered; and
    - (iii) following Registration of the Registrable Plans, grant the Maintenance Facility Lease and Maintenance Facility Licence to PPP Co.

**Operative Provisions**

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**1. Definitions and interpretation**

**1.1 Project Contract definitions**

Definitions in the Project Contract apply in this deed unless the relevant term is defined in this deed.

**1.2 Definitions**

In this deed:

**"Call Option"** means the option granted by RailCorp to PPP Co pursuant to clause 4.

**"Call Option Fee"** means \$1.00.

**"Commencement Date"** means the commencement date of the Maintenance Facility Lease, and the Maintenance Facility Licence being the later of:

- (a) the Date of Practical Completion of the Maintenance Facility; and
- (b) 1 January 2008.

**"Interconnection Areas"** means:

- (a) the PPP Co Interconnection Areas; and
- (b) the RailCorp Interconnection Areas,

as identified in the Interconnection Areas Plan.

**"Interconnection Areas Plan"** means the to be plan agreed by the parties, or determined, in accordance with clause 8.3.

**"Interconnection Points"** means the interconnection points of the Rail Infrastructure Facilities which are closest (within or outside the Lease Area) to the boundaries of the Lease Area.

**"Lease Area"** means:

- (a) prior to the Registration of the Maintenance Facility Lease, the Lease Area identified in accordance with clause 7.4; and
- (b) on and from the Registration of the Maintenance Facility Lease, the "Lease Area" as defined in the Maintenance Facility Lease.

**"Licensed Areas"** means:

- (a) prior to the execution of the Maintenance Facility Licence, the Licensed Areas as identified in accordance with clause 7.4; and
- (b) on and from execution of the Maintenance Facility Licence, the "Licensed Areas" as defined in the Maintenance Facility Licence.

**"LPI"** means the Land and Property Information Division of The New South Wales Department of Lands or such other body which maintains the "The Register" (as defined in the *Real Property Act 1900* (NSW)) from time to time.

**"Maintenance Facility Lease"** means the lease of the Lease Area to be granted by RailCorp to PPP Co, in the form set out in schedule 2, in accordance with clause 9.

**"Maintenance Facility Licence"** means the licence of the Licensed Areas to be granted by RailCorp to PPP Co, in the form set out in schedule 3, in accordance with clause 9.

**"Manchester Road North Area"** has the meaning given to that term in schedule 3.

**"Notice of Exercise of Call Option"** means a notice in the form of the notice set out in schedule 1.

**"PPP Co Interconnection Areas"** has the meaning given to that term in clause 8.3(a)(i).

"**PPP Area**" means the Lease Area and the Licensed Areas.

"**Project Contract**" means the deed entitled "RailCorp Rolling Stock PPP Project Contract" dated on or about the date of this deed between RailCorp and PPP Co.

"**RailCorp Interconnection Areas**" has the meaning given to that term in clause 8.2(a)(ii).

"**Registered**" means registered at LPI under the *Real Property Act 1900* (NSW) and "**Registration**" has a corresponding meaning.

"**Registered Surveyor**" means the surveyor appointed by PPP Co (or its contractor) for the purposes of clause 8.1(d) and who is:

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

"**Registrable Plans**" has the meaning given to that term in clause 8.2(a)(i).

"**Reserved Rights**" has the meaning given to that term in schedule 2.

"**Security Interest**" has the meaning given to that term in the Project Contract.

"**Termination Date**" means the earlier to occur of:

- (a) the Original Expiry Date; and
- (b) the date upon which this deed is terminated pursuant to clause 13.2.

"**Utility Services Plan**" has the meaning given to that term in clause 8.2(a)(ii).

### 1.3 Interpretation

In this deed:

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

and unless the context indicates a contrary intention:

- (b) "**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;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including, without limitation, the RailCorp Project Agreements and this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) 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;

- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) 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;
- (h) a reference in a schedule, exhibit, attachment or annexure to a clause, paragraph, section, schedule, exhibit, attachment or annexure is a reference to a clause, paragraph, section, schedule, exhibit, attachment or annexure to or of that schedule, exhibit, attachment or annexure;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **"includes"** in any form is not a word of limitation; and
- (k) a reference to "\$" or **"dollar"** is to Australian currency.

#### **1.4 Inconsistency**

If there is any inconsistency between this deed and the provisions of the Project Contract, the provisions of the Project Contract will prevail.

#### **1.5 Replacement body interpretation**

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 the president or other senior officer of the Former Body will be to the president or senior officer of the Replacement Body.

#### **1.6 Business Day**

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

#### **1.7 No bias against drafting party**

Each provision of this deed will be interpreted without disadvantage to the party who (or whose representative) drafted that provision.

#### **1.8 Cost of performing obligations**

Each party must perform its obligations under this deed at its own cost, unless expressly provided otherwise.

#### **1.9 Capacity**

PPP Co enters into this deed as trustee of the Trust.

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## **2. Conditions precedent**

The rights and obligations of the parties under this deed (other than this clause 2, clauses 3, 11, 12, 13, 14, 15, 17, 18, 19 and, to the extent these clauses contain defined terms, clause 1) will not commence until Financial Close occurs.

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### **3. Suitability of Site**

Clause 11.11 (Site Conditions and suitability) of the Project Contract is incorporated in this deed as if set out in full and as if that clause expressly applied to the Lease Area and Licensed Areas.

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### **4. Grant of Call Option**

In consideration of PPP Co paying to RailCorp the Call Option Fee (receipt of which RailCorp acknowledges), RailCorp grants to PPP Co an option to call for, and accept the grant of:

- (a) the Maintenance Facility Lease; and
  - (b) the Maintenance Facility Licence,
- subject to this deed.

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### **5. Exercise of Call Option**

#### **5.1 Call Option Period**

PPP Co may exercise the Call Option at any time during the period which:

- (a) commences on the later of:
  - (i) the Date of Practical Completion of the Maintenance Facility; and
  - (ii) 1 January 2008; and
- (b) expires 5:00 pm on the day which is 14 days after that date.

#### **5.2 Conditions of Exercise of Call Option**

PPP Co may only exercise the Call Option by giving to RailCorp the Notice of Exercise of Call Option signed by PPP Co and dated the same date that the Call Option is exercised.

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### **6. Call Option Fee**

#### **6.1 Release of Call Option Fee**

Subject to any other provision of this deed, PPP Co irrevocably releases the Call Option Fee to RailCorp free from any claim or set-off and acknowledges that RailCorp is entitled to use the Call Option Fee at its absolute discretion and PPP Co has no further Claim against the Call Option Fee other than rights (if any) arising under this deed.

#### **6.2 Application of Call Option Fee**

If the Call Option is validly exercised by PPP Co, the Call Option Fee will not form part of the moneys payable by PPP Co as the "Lessee" under the Maintenance Facility Lease or PPP Co under the Maintenance Facility Licence.

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## **7. Maintenance Facility Lease and Maintenance Facility Licence on exercise of Call Option**

### **7.1 Acknowledgements**

RailCorp and PPP Co acknowledge and agree that:

- (a) a plan of subdivision in respect of the Lease Area cannot be Registered until each of the requirements set out in clause 8 have been carried out;
- (b) the Maintenance Facility Lease will not be capable of being Registered until:
  - (i) the Registrable Plans have been Registered;
  - (ii) relevant certificates of title (if appropriate) have been issued by LPI; and
  - (iii) each of the other requirements set out in clauses 8, 9.1 and 9.2 have been carried out; and
- (c) the Maintenance Facility Licence will not be capable of being executed until:
  - (i) the Registrable Plans have been Registered; and
  - (ii) the Maintenance Facility Lease is executed.

### **7.2 If a plan of subdivision has been registered when the Call Option is exercised**

If, at the time of exercise of the Call Option, RailCorp and PPP Co have complied with their respective obligations under clause 8 and the Registrable Plans have been Registered and LPI has issued certificates of title in respect of the Lease Area, RailCorp and PPP Co will:

- (a) execute and Register the Maintenance Facility Lease; and
- (b) execute the Maintenance Facility Licence,

in accordance with clause 9.

### **7.3 If a plan of subdivision has not been registered when the Call Option is exercised**

If, at the time of exercise of the Call Option, RailCorp and PPP Co have not complied with their respective obligations under clause 8 and the Registrable Plans have not been Registered, RailCorp and PPP Co will be deemed to have entered into a licence of the Lease Area and licence of the Licensed Areas:

- (a) commencing on the Commencement Date;
- (b) in respect of the Lease Area:
  - (i) on the terms, covenants and conditions set out in schedule 2; and
  - (ii) terminating upon the execution of the Maintenance Facility Lease by all parties to it;
- (c) in respect of the Licensed Areas:

- (i) on the terms, covenants and conditions set out in schedule 3; and
  - (ii) terminating upon execution of the Maintenance Facility Licence by all parties to it; and
- (d) the commencement of the licenses referred to in this clause 7.3 will not relieve or discharge RailCorp or PPP Co from their respective obligations under clauses 8 and 9.

#### **7.4 Identification of Lease Area and Licensed Areas**

The parties acknowledge and agree that subject to identification pursuant to clause 8.2, the Lease Area and the Licensed Areas will be generally as shown on the indicative outline plans and drawings which appear in schedule 4.

#### **7.5 Survival of obligations**

Neither the commencement of the Maintenance Facility Lease nor the Maintenance Facility Licence (nor the commencement of the licenses referred to in clause 7.3) will relieve or discharge RailCorp or PPP Co from the performance of any of their obligations which remain to be performed at or after the Commencement Date.

### **8. Survey**

#### **8.1 "As built" engineering surveys**

PPP Co must, as soon as it is practicable having regard to its program for the construction of the Maintenance Facility Works:

- (a) progressively carry out an "as built" engineering survey of the Maintenance Facility Works (including the location of Utility Services, Rail Infrastructure Facilities and Interconnection Points) and prepare a plan of the areas of land which, subject to clause 11.18 (Location of Utility Services) of the Project Contract, it reasonably considers comprises the Lease Area and the Licensed Areas;
- (b) as a consequence of carrying out the "as built" engineering survey in accordance with clause 8.1(a), prepare and deliver to RailCorp one hard copy of the "work as executed" drawings and plan and one electronic copy of them in "dxf" format (or such other format as may be agreed by the parties);
- (c) ensure that the "work as executed" drawings referred to in clause 8.1(b):
  - (i) show the location of all Utility Services, Rail Infrastructure Facilities and Interconnection Points; and
  - (ii) are in a form acceptable to RailCorp, acting reasonably; and
- (d) ensure that the "work as executed" drawings and plan referred to in clause 8.1(b) are certified by a Registered Surveyor:
  - (i) to be complete and accurate;
  - (ii) to show the location of all Interconnection Points, Rail Infrastructure Facilities and Utility Services;
  - (iii) to have been prepared in accordance with, and to meet the requirements of, this clause 8.1; and

- (iv) to be adequate for the determination by RailCorp of the location of:
  - A. all boundaries of the Lease Area and the Licensed Areas;
  - B. all Interconnection Points;
  - C. the easements required (whether by PPP Co or RailCorp) pursuant to clause 10.2; and
  - D. all Utility Services and Rail Infrastructure Facilities constructed, identified, discovered or re-located by PPP Co,

to enable RailCorp to exercise its rights under this deed and fulfil its obligations under clause 8.2.

## 8.2 Property survey of subdivision Lease Area and identification of Licensed Areas

- (a) RailCorp must, at its cost, as soon as practicable after PPP Co has provided all "work as executed" drawings and plan required under clause 8.1 to RailCorp:
  - (i) prepare any necessary plans of consolidation and/or plans of subdivision and/or plans for lease purposes and/or easement documents in relation to the Lease Area ("**Registrable Plans**");
  - (ii) prepare a plan or plans showing the location of all Utility Services and Rail Infrastructure Facilities, other than those Utility Services and Rail Infrastructure Facilities:
    - A. which form part of the Returned Facilities; or
    - B. which are located on the Lease Area or the Manchester Road North Area,

("Utility Services Plan");
  - (iii) prepare a plan showing the location of the Interconnection Points and defining the Interconnection Areas as agreed or determined pursuant to clause 8.3 ("**Interconnection Areas Plan**");
  - (iv) prepare a revised plan of the Licensed Areas for the purposes of defining the Licensed Areas (consequent upon final definition of the boundaries of the Lease Area);
  - (v) subject to clause 8.3, consult with PPP Co in relation to the preparation of Registrable Plans, the revised plan of the Licensed Areas, the Interconnection Areas Plan and the Utility Services Plan;
  - (vi) answer all requisitions raised by LPI and liaise with LPI with a view to any Registrable Plans being Registered as expeditiously as possible;
  - (vii) cause any Registrable Plans to be Registered;
  - (viii) give PPP Co a copy of each Registered Registrable Plan as soon as practicable after the Registrable Plans are Registered; and
  - (ix) give PPP Co a copy of the Utility Services Plan, the revised plan of the Licensed Area(s) and the Interconnection Areas Plan as soon as

practicable after giving PPP Co a copy of the Registered Registrable Plans.

- (b) RailCorp must ensure that:
  - (i) it is the Registered proprietor of the Lease Area; and
  - (ii) the Maintenance Facility Lease is in a form capable of being Registered, as soon as practicable after PPP Co has complied with all its obligations under clause 8.1.
- (c) RailCorp and PPP Co agree to do all things reasonably required to enable:
  - (i) the Maintenance Facility Lease to be completed, executed and Registered; and
  - (ii) the Maintenance Facility Licence to be executed, as expeditiously as possible.

### 8.3 Interconnection Areas Plan

For the purposes of clauses 8.2(a)(iii) and (v):

- (a) the parties agree that the Interconnection Areas Plan will show:
  - (i) those areas ("**PPP Co Interconnection Areas**") between:
    - A. the Interconnection Points located outside the Lease Area; and
    - B. the boundary of the Lease Area,to which PPP Co requires access to carry out the TLS Phase Activities; and
  - (ii) those areas ("**RailCorp Interconnection Areas**") between:
    - A. the Interconnection Points located within the Lease Area; and
    - B. the boundary of the Lease Area,in respect of which RailCorp may exercise Reserved Rights to maintain RailCorp Infrastructure and Returned Facilities; and
- (b) the parties must use their best endeavours to agree:
  - (i) for the purposes of clause 8.3(a), the boundaries of all of the Interconnection Areas to be shown on Interconnection Areas Plan; and
  - (ii) for the purposes of clause 8.3(a)(i), those Interconnection Areas in respect of which PPP Co must carry out TLS Phase Activities, within 14 days of RailCorp first submitting the proposed Interconnection Areas Plan to PPP Co under clause 8.2(a)(v).

#### **8.4 Final lease boundaries**

Notwithstanding any other provision in this deed, the final boundaries of the Lease Area and the Licensed Areas, and the final location of and final provisions of easements, are subject to the approval of RailCorp or will be determined by RailCorp having regard to the terms of this deed.

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### **9. Maintenance Facility Lease and Maintenance Facility Licence after final survey**

#### **9.1 Insertion of details by RailCorp**

Within 20 Business Days following the completion of the matters referred to in clause 8.2, RailCorp must either insert, or authorise the insertion of, the following:

- (a) in the Maintenance Facility Lease:
  - (i) the Commencement Date as the commencing date of the Maintenance Facility Lease;
  - (ii) the full corporate name of PPP Co as the lessee of the Maintenance Facility Lease on the front page of the Maintenance Facility Lease;
  - (iii) the date of the Project Contract in the definition of Project Contract in clause 1.2 of the Maintenance Facility Lease;
  - (iv) the date of execution of the Maintenance Facility Lease; and
  - (v) all other details required to complete the Maintenance Facility Lease and enable its Registration (including the insertion of the then current title details of the Lease Area into the Maintenance Facility Lease); and
- (b) in the Maintenance Facility Licence:
  - (i) the date of the Project Contract in the definition of Project Contract in clause 1.2 of the Maintenance Facility Licence;
  - (ii) the date of execution of the Maintenance Facility Licence;
  - (iii) the plan of the Licensed Areas, the Interconnection Areas Plan and the Utility Services Plan as agreed or determined pursuant to clauses 8.2 and 8.3; and
  - (iv) all other details required to complete the Maintenance Facility Licence.

#### **9.2 Engrossment of Maintenance Facility Lease**

- (a) RailCorp and PPP Co must execute the Maintenance Facility Lease in the following manner:
  - (i) RailCorp must give the Maintenance Facility Lease and a duplicate of it to PPP Co as soon as practicable after the completion of the documentation contemplated by clauses 8.1, 8.2 and 9.1;
  - (ii) PPP Co or its solicitors must return the Maintenance Facility Lease and the duplicate of it duly executed by PPP Co within 10 Business Days of receiving it;

- (iii) RailCorp must, within 10 Business Days of receiving the Maintenance Facility Lease and the duplicate of it from PPP Co, execute and then return the Maintenance Facility Lease and duplicate copies to PPP Co;
  - (iv) RailCorp must promptly produce certificates of title for the Lease Area to LPI when PPP Co requests it to allow PPP Co to register the Maintenance Facility Lease; and
  - (v) PPP Co must have the Maintenance Facility Lease and the duplicate of it stamped and Registered (at PPP Co's cost) and must give to RailCorp the stamped duplicate of the Maintenance Facility Lease within 10 Business Days of it being stamped as well as a copy of the Registered Maintenance Facility Lease certified as true and correct by the LPI within 10 Business Days of it being Registered.
- (b) RailCorp reserves the right to make any necessary alterations to the Maintenance Facility Lease pursuant to the terms of this deed in form or layout to comply with any present or future requirements of LPI or any other appropriate Authority.

### **9.3 Engrossment of Maintenance Facility Licence**

RailCorp and PPP Co must execute the Maintenance Facility Licence in the following manner:

- (a) RailCorp must give two counterparts of the Maintenance Facility Licence to PPP Co as soon as practicable after the completion of the documentation contemplated by clauses 8.1, 8.2 and 9.1;
- (b) PPP Co or its solicitors must, within 10 Business Days of receiving the counterparts of the Maintenance Facility Licence from RailCorp, return the counterparts of the Maintenance Facility Licence, duly executed by PPP Co, to RailCorp;
- (c) RailCorp must, within 10 Business Days of receiving the counterparts of the Maintenance Facility Licence from PPP Co, execute the counterparts and then return one executed counterpart of the Maintenance Facility Licence to PPP Co; and
- (d) PPP Co must have the counterparts of the Maintenance Facility Licence stamped.

### **9.4 Concurrent execution**

The parties agree that, notwithstanding anything in this deed, the Maintenance Facility Lease and the Maintenance Facility Licence must each be executed by RailCorp on the same day.

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## **10. Reserved Rights**

### **10.1 Rights reserved by RailCorp**

Clauses 6.1 (Reserved Rights), 6.2 (Other Projects) and schedule 1 of the Maintenance Facility Lease are incorporated in this deed as if:

- (a) references in those provisions to:
  - (i) "the Lessor" were references to "RailCorp"; and
  - (ii) to "the Lessee" were references to "PPP Co"; and
- (b) otherwise set out in full.

## 10.2 Notice of location and dimensions

Subject to clause 8.2:

- (a) RailCorp must notify PPP Co of the location and dimensions of any easement it requires under clause 10.1 as soon as practicable; and
- (b) a notice under clause 10.2(a) must be accompanied by a diagram showing:
  - (i) the location and dimensions of the three dimensional envelope which accommodates the site of the easement, unless "line of pipe" easements are being proposed;
  - (ii) the location of the easement relative to existing structures and Utility Services; and
  - (iii) the terms and conditions of the proposed easement.

## 10.3 No claim

PPP Co may not make any Claim or requisition, or rescind or terminate this deed, the Project Contract, the Maintenance Facility Lease or the Maintenance Facility Licence, because:

- (a) of any matter contemplated by this clause 10;
- (b) any Reserved Rights are exercised; or
- (c) RailCorp or any of its Associates or any other person exercises rights pursuant to, or as contemplated by, this clause 10.

## 10.4 Maintenance Facility Lease and Maintenance Facility Licence provisions

RailCorp reserves the right at all times, in its discretion, to include provisions in the Maintenance Facility Lease and the Maintenance Facility Licence in regard to the subject matter of this clause 10, as an alternative to creating easements pursuant to this clause 10.

## 10.5 EA Kiosk Easement

- (a) Defined terms used in this clause which are not otherwise defined in this deed have the meaning given to those terms in clause 11.18 of the Project Contract.
- (b) If:
  - (i) pursuant to clause 11.18(c) of the Project Contract, the EA Kiosk is constructed wholly or partially within RailCorp Owned Land; and
  - (ii) each of:
    - A. the location and dimensions of the three dimensional envelope which accommodates the site of the EA Kiosk within RailCorp Owned Land;
    - B. the location of the EA Kiosk relative to existing structures and Utility Services; and
    - C. the terms and conditions of the proposed easement for electricity purposes benefiting EA and burdening RailCorp Owned Land,

are acceptable to RailCorp (acting reasonably),

RailCorp will, if requested in writing by PPP Co to do so, grant (at PPP Co's cost) an easement for electricity purposes benefiting EnergyAustralia and burdening RailCorp Land in respect of the EA Kiosk ("EA Kiosk Easement").

- (c) The EA Kiosk Easement will (if granted by RailCorp):
  - (i) commence on the later of the date on which RailCorp notifies PPP Co that the proposed EA Kiosk Easement is acceptable to RailCorp and the date of Registration of the Maintenance Facility Lease; and
  - (ii) expire on the date on which the Maintenance Facility Lease terminates in accordance with its terms.

---

## **11. Recognition of rights under the Project Contract**

PPP Co agrees that nothing in this deed will in any way operate as a bar to the exercise by RailCorp of, or a waiver or modification of, RailCorp's rights under the Project Contract.

---

## **12. Assignment**

### **12.1 Assignment**

PPP Co must not:

- (a) assign, novate or otherwise deal with or transfer its rights or interest in, or obligations under, this deed;
- (b) sub-lease or license or part with or share possession of the Lease Area or Licensed Areas; or
- (c) agree to do anything specified in (a) or (b),

except in accordance with clause 41 of the Project Contract.

### **12.2 Security Interests**

PPP Co must not give any Security Interest over its interest in this deed to secure its obligations to any person except as permitted pursuant to clause 41 of the Project Contract.

---

## **13. Termination**

### **13.1 Termination of this deed**

- (a) This deed will terminate on the Termination Date.
- (b) Notwithstanding any other provisions in this deed to the contrary, if this deed is terminated on or prior to the Date of Practical Completion of the Maintenance Facility:
  - (i) RailCorp will not be obliged to grant the Maintenance Facility Lease or the Maintenance Facility Licence to PPP Co; and
  - (ii) PPP Co will not be obliged to accept the Maintenance Facility Lease or the Maintenance Facility Licence from RailCorp.

## 13.2 Determination on termination of the Project Contract

- (a) On the termination of the Project Contract, this deed will automatically and simultaneously be determined without the necessity of notice and all interests derived under this deed will be determined for all time.
- (b) RailCorp must not and cannot terminate this deed unless the Project Contract has been or is simultaneously terminated.

---

## 14. Disputes

Any disputes arising between RailCorp and PPP Co concerning the subject matter of this deed will be dealt with in accordance with clause 53 of the Project Contract.

---

## 15. Expenses and Taxes

### 15.1 Expenses

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

### 15.2 Taxes

Clauses 28.1 (General liability for Taxes), 28.2 (Reimbursement of stamp duty) and 28.3 (Reimbursement of land based rates) of the Project Contract are incorporated into this deed as if set out in full.

---

## 16. GST

- (a) Except where the context suggests otherwise, terms used in this clause 16 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 16.
- (c) 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 16.
- (d) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (e) If GST is payable in relation to a supply made under or in connection with this deed then:
  - (i) any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of that GST; and
  - (ii) the additional amount is payable on the later of:

- A. the date the consideration is to be provided for that supply; or
  - B. 20 Business Days after if later, after the Supplier has provided a valid tax invoice to the Recipient in relation to that supply.
- (f) Where additional amounts are payable during the same month between parties to this deed pursuant to clause 16(e), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid.
- (g) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 16(e) such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to that supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 16(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 16(e).

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## **17. Notices**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed must be given in accordance with clause 54 of the Project Contract.

---

## **18. Governing law and jurisdiction**

### **18.1 Governing law**

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

### **18.2 Jurisdiction**

Without prejudice to the operation of the dispute resolution provisions contained in clause 53 of the Project Contract, each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought within inconvenient forum, if that venue falls within clause 18.2(a).

---

## **19. Miscellaneous**

### **19.1 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.

## **19.2 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.

## **19.3 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 (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

## **19.4 Amendments**

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

## **19.5 Counterparts**

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

## **19.6 Moratorium legislation**

To the fullest extent permitted by law, the provisions of all laws which at any time operate directly or indirectly to lessen or affect in favour of PPP Co any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by RailCorp of any right, power or remedy under this deed or otherwise, are expressly waived.

## **19.7 No agency**

Except as expressly permitted or contemplated by a RailCorp Project Agreement, PPP Co must not act as or represent itself to be the servant or agent of RailCorp.

**Schedule 1  
Notice of Exercise of Call Option**

(Clause 5.2)

To: Rail Corporation of New South Wales (**RailCorp**)

RailCorp by Call Option Deed dated \_\_\_\_ December 2006 between RailCorp and PPP Co (**Call Option Deed**) granted to PPP Co an option to require RailCorp to lease the Lease Area and to licence the Licensed Areas to PPP Co (**Call Option**).

**NOTICE IS GIVEN BY** Reliance Rail Pty Limited ABN 18 111 280 427 as trustee of the Reliance Rail Trust (**PPP Co**) to RailCorp that PPP Co irrevocably exercises the Call Option over the Lease Area and the Licensed Areas described in the Call Option Deed.

**Signed sealed and delivered by Reliance Rail Pty Limited ABN 18 111 280 427** in the presence of:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**Schedule 2**  
**Maintenance Facility Lease**

THIS PAGE AND THE FOLLOWING 20 PAGES IS THE ANNEXURE A  
TO THE MAINTENANCE FACILITY LEASE  
BETWEEN  
RAIL CORPORATION NEW SOUTH WALES  
AND  
RELIANCE RAIL PTY LIMITED AS TRUSTEE OF THE RELIANCE RAIL TRUST  
DATED

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## 1. Definitions and interpretation

### 1.1 Project Contract definitions

Definitions in the Project Contract apply in this Lease unless the relevant term is defined in this Lease.

### 1.2 Definitions

In this Lease:

**"Claim"** includes any claim, action, demand or proceeding:

- (a) under, arising out of, or in any way in connection with, this Lease;
- (b) arising out of, or in any way in connection with the Project or either of the Lessor's or Lessee's conduct prior to the date of this Lease; 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.

**"Commencement Date"** means the date specified on the lease form as the "Commencing Date".

**"Lease"** means this deed.

**"Lease Area"** means the land described in (A) on the lease form.

**"Lessee"** means the person described in (E) on the lease form.

**"Lessor"** means RailCorp.

**"Licensed Areas"** has the meaning given to that term in the Maintenance Facility Licence.

**"Licensed Areas Plan"** has the meaning given to that term in the Maintenance Facility Licence.

**"LPI"** means the Land and Property Information Division of the New South Wales Department of Lands or such other body which maintains "the Register" (as defined in the *Real Property Act 1900 (NSW)*) from time to time.

**"PPP Area"** means the Lease Area and the Licensed Areas.

**"Project Contract"** means the agreement titled "RailCorp Rolling Stock PPP Project Contract" dated [ ] December 2006 between the Lessor and the Lessee.

**"Registered"** means registered at LPI under the *Real Property Act 1900 (NSW)* and **"Registration"** has a corresponding meaning.

**"Related Agreements"** means:

- (a) the Maintenance Site Safety Interface Agreement;
- (b) the Maintenance Facility Licence; and
- (c) any other agreement which the parties agree in writing is a "Related Agreement" for the purposes of this Lease.

**"Rent"** means the amount of \$1.00 per annum.

**"Reserved Rights"** means:

- (a) those easements (other than any easement granted by RailCorp pursuant to clause 10.5 of the Call Option Deed), restrictions on use, covenants, agreements, rights, or other similar arrangements together with any leases, sub-leases, licences, rights or privileges in each case as contemplated by clause 6 and schedule 1 which benefit or burden the PPP Area; and
- (b) RailCorp's rights under the Related Agreements.

**"Supported Land"** means any land and improvements on land (not including the Lease Area) which relies upon any part of the PPP Area and/or improvements on it for support.

**"Surface Run-off Area"** means the Rail Corridor, the Future RailCorp Facility, the Supported Land, the Licensed Areas and any other land within or around the perimeter of the PPP Area which drains across the PPP Area (whether naturally or as the consequence of any improvements).

**"Term"** means the period beginning on the Commencement Date and ending on the Termination Date.

**"Termination Date"** means the earlier to occur of:

- (a) the Original Expiry Date; and
- (b) that date on which this Lease is terminated pursuant to clause 2.6.

### 1.3 Interpretation

In this Lease:

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

and unless the context indicates a contrary intention:

- (b) **"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;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including any RailCorp Project Agreement) is to that document as varied, novated, ratified or replaced from time to time;

- (e) 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;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) 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 Lease, and a reference to this Lease includes all schedules, exhibits, attachments and annexures to it;
- (h) 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;
- (i) a reference to "**lease form**" is to the LPI lease form that is a part of this Lease;
- (j) a reference to "RailCorp" is a reference to "the Lessor" and a reference to "PPP Co" is a reference to the "Lessee";
- (k) "**includes**" in any form is not a word of limitation; and
- (b) a reference to "\$" or "**dollar**" is to Australian currency.

#### **1.4 Exclusion of implied covenants and powers**

The covenants and powers implied by section 84, section 84A, section 85, section 132, section 133, section 133A and section 133B of the *Conveyancing Act* 1919 (NSW) do not apply to this Lease.

#### **1.5 Lessee's obligations**

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 hereunder by the Lessor will not, except where this Lease expressly provides to the contrary, relieve the Lessee from its obligations under this Lease.

#### **1.6 Policy and intent**

The Lessor and the Lessee acknowledge and agree that their intention in entering into this Lease is to facilitate the implementation of the Project Contract by providing for the operation and Through Life Support of the Maintenance Facility and all things necessarily incidental thereto for the purpose of the Lessee (including its servants, agents, permitted sublessees and assigns) providing and operating the Maintenance Facility for the benefit of the Lessor.

#### **1.7 Business Day**

If the day on or by which any thing is to be done under this Lease is not a Business Day, that thing must be done no later than the next Business Day.

#### **1.8 Provisions limiting or excluding liability**

Any provision of this Lease 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.

## **1.9 Replacement body interpretation**

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 the president or other senior officer of the Former Body will be to the president or senior officer of the Replacement Body.

## **1.10 No bias against drafting party**

Each provision of this Lease will be interpreted without disadvantage to the party who (or whose representative) drafted that provision.

## **1.11 Cost of performing obligations**

Each party must perform its obligations under this Lease at its own cost, unless expressly provided otherwise.

## **1.12 Capacity**

PPP Co enters into this Lease as trustee of the Trust.

---

## **2. Lease**

### **2.1 Grant of Lease**

The Lessor grants to the Lessee, and the Lessee accepts, a lease of the Lease Area, together with the benefit of any easements which benefit the Lease Area, on the terms and conditions set out in this Lease and subject to the Reserved Rights.

### **2.2 Term of Lease**

This Lease begins on the Commencement Date and ends on the Termination Date.

### **2.3 Rent**

The Lessee must pay the Rent to the Lessor annually in arrears within 30 days of demand (if demanded by the Lessor).

### **2.4 Rates and Taxes**

Clauses 28.1 (General liability for taxes), 28.2 (Reimbursement of stamp duty) and 28.3 (Reimbursement of land based rates) of the Project Contract are incorporated in this Lease as if set out in full.

### **2.5 Yielding up**

The Lessee must peaceably surrender and yield up the Lease Area to the Lessor on the Termination Date in the state of repair and in the condition required by the Project Contract in respect of the Maintenance Site.

### **2.6 Determination on termination of the Project Contract**

- (a) Notwithstanding any other provisions of this Lease as to the period of the Term, the tenancy created by this Lease will automatically and simultaneously be determined upon the termination of the Project Contract without the necessity of notice and the

tenancy created under this Lease and all estates and interests derived or dependent upon this Lease will be determined for all time with effect from the date the Project Contract is terminated.

- (b) The parties expressly acknowledge and agree that, upon the termination of the Project Contract in accordance with the Project Contract:
  - (i) this Lease is intended to and will expire as if by effluxion of time despite any law; and
  - (ii) the Lessee will not, and will not be entitled to, bring an action for relief against forfeiture of this Lease.
- (c) The Lessor must not and cannot terminate this Lease unless the Project Contract has been or is simultaneously terminated.

---

### **3. Exclusive possession**

Subject to this Lease and the Related Agreements (including anything the Lessor may, or must, do under the Related Agreements), the Lessor gives the Lessee exclusive possession of the Lease Area.

---

## **4. Use of the Lease Area**

### **4.1 Permitted Use**

The Lessee will not without the consent in writing of the Lessor use, permit or suffer to be used any part of the Lease Area for any purpose other than PPP Co's Activities.

### **4.2 Conditions of use of Lease Area**

- (a) The Lessee must comply with, and ensure that its Associates comply with the Related Agreements, the Project Contract and the RailCorp Project Agreements.
- (b) Without limiting the Lessee's obligations under the Related Agreements, the Project Contract and the RailCorp Project Agreements with respect to the Maintenance Site, the Lessee must keep the Lease Area:
  - (i) in good repair; and
  - (ii) clean, tidy and free of rubbish and vermin.

### **4.3 No warranty as to suitability**

Clause 11.11 (Site Conditions and suitability) of the Project Contract is incorporated into the Lease as if set out in full and as if that clause expressly applied to the Lease Area.

---

## **5. Lessor's inspection**

Clause 11.7 (RailCorp's right of entry) of the Project Contract is incorporated into this Lease as if:

- (a) references to the "Construction Site" were to "Lease Area"; and
- (b) otherwise as if set out in full.

---

## 6. Reserved Rights and other projects

### 6.1 Reserved Rights

The Lessor reserves the right at all times to exercise the Reserved Rights.

### 6.2 Other projects

The Lessee acknowledges that:

- (a) additional Rail Infrastructure Facilities may at any time be connected to the Rail Corridor in the vicinity of the PPP Area and may involve the Lessor, its Associates or any other person:
  - (i) constructing, maintaining and operating Rail Infrastructure Facilities;
  - (ii) accessing the Rail Corridor, land in the vicinity of the PPP Area and adjacent rail siding areas for the purposes of:
    - A. the stabling and maintenance of trains; and
    - B. the construction, operation and maintenance of train stabling facilities; or
  - (iii) expanding, relocating and/or reconfiguring the Carpark Area (as defined in the Maintenance Facility Licence);
- (b) the PPP Area is adjacent to the Rail Corridor, and that the Rail Corridor is accessed and used by a range of persons for a range of purposes both of which may change over time;
- (c) the use by the Manildra Group of, and the rail access to, Manildra Group's site may change over time;
- (d) the rail access to the MainTrain Site includes access via the By-Pass Road (as shown on the Licensed Areas Plan);
- (e) other users may have rights to access and use the Rail Corridor and other Rail Infrastructure Facilities in the immediate vicinity of the PPP Area and their use of these facilities may change over time;
- (f) the Manchester Road North Area (as defined in the Maintenance Facility Licence):
  - (i) is used, and will continue to be used, by persons other than the Lessor, the Lessee and their Associates;
  - (ii) may at any time become a public road; and
  - (iii) may at any time change in its width, standard and/or location; and
- (g) areas of land in the vicinity of the PPP Area may be developed and redeveloped by RailCorp or others at any time during the Term,

and that, subject to clause 6.5, there will be no breach by the Lessor of any implied covenant of quiet enjoyment or of the Lessee's right to possession under this Lease or the Related Agreements because of any disturbance, inconvenience or other impact upon the Lessee's lawful use the Lease Area as a consequence of any of the matters referred to above.

### **6.3 No claim**

Subject to clause 6.5, the Lessee may not make any Claim (other than for costs and expenses as contemplated in schedule 1) or requisition or rescind or terminate this Lease, the Maintenance Facility Licence or any Related Agreement, the Project Contract and the RailCorp Project Agreements because:

- (a) of any matter contemplated by this clause 6;
- (b) any Reserved Right is exercised; or
- (c) the Lessor, its Associates or any other person exercises rights pursuant to, or does anything contemplated by, this clause 6 or schedule 1.

### **6.4 MainTrain Site**

During the Term, the Lessee must ensure that sufficient train access from the RailCorp Network to the MainTrain Site is available to allow the occupier of the MainTrain Site to maintain the operating capacity of the MainTrain Site without any adverse affect to its operations.

### **6.5 RailCorp development**

If development of a type referred to in clause 6.2(a)(i) or (ii) is carried out by or on behalf of the Lessor during the Term, there will be no breach by the Lessor of any implied covenant of quiet enjoyment or of the Lessee's right to possession under this Lease or the Related Agreements because of any disturbance, inconvenience or other impact upon the Lessee's lawful use of the Lease Area as a consequence of any of the matters referred to in clause 6.2(a)(i) or (ii) provided that there is no material adverse effect on the ability of the Lessee to access the Lease Area and undertake the Project in accordance with the Project Contract.

---

## **7. Lessee accepts risk**

Subject to the Related Agreements, the Project Contract and the RailCorp Project Agreements, the Lessee agrees that the Lessee's use and occupation of the Lease Area during the Term of this Lease will at all times be at the risk of the Lessee.

---

## **8. Assignment or security interest**

### **8.1 Assignment by the Lessee**

- (a) The Lessee acknowledges that the person who is the "Lessee" under this Lease must always be the same person as "PPP Co" under the Related Agreements, the Project Contract and the RailCorp Project Agreements.
- (b) The Lessee must not:
  - (i) assign, novate or otherwise deal with or transfer its interest in, or rights or obligations under, this Lease, or agree to do so, except in accordance with clause 41 of the Project Contract and this Lease; or
  - (ii) sub-lease or license or part with or share possession of the Lease Area, except to or with a Core Contractor or except in accordance with clause 41 of the Project Contract and this Lease.

- (c) For the purposes of this clause 8, it will be reasonable for the Lessor to require, as a condition of its consent to an assignment (other than by way of security) of or dealing with this Lease, that:
- (i) the assignee enters into a deed with the Lessor on terms reasonably acceptable to the Lessor under which the assignee covenants from the date of the assignment in favour of the Lessor to comply with and be bound by all of the covenants, obligations and liabilities of the Lessee under this Lease and the Related Agreements, the Project Contract and the RailCorp Project Agreements and whether or not such covenants, obligations or liabilities run with the land; and
  - (ii) the Related Agreements, the Project Contract and the RailCorp Project Agreements are also assigned to the same person who is the assignee of this Lease.

## **8.2 Security Interest**

The Lessee must not give any Security Interest over its interest in this Lease to secure its obligations to any person except as permitted pursuant to clause 41 of the Project Contract.

---

## **9. Dispute resolution**

The Lessor and the Lessee must deal with any dispute in respect of this Lease in accordance with clause 53 of the Project Contract as if:

- (a) references in the Project Contract to:
  - (i) "PPP Co" were references to "the Lessee"; and
  - (ii) "RailCorp" were references to "the Lessor";
- (b) references in the Project Contract to "the parties" were references to "Lessor and the Lessee";
- (c) references in the Project Contract to "party" were references to "Lessor" or "Lessee" (as appropriate);
- (d) references in those clauses to "Dispute" were references to dispute under this Lease; and
- (e) the notice under this clause was the notice under clause 53.3(a) of the Project Contract.

---

## **10. Project Contract and Related Agreements**

This Lease is subject to the terms and conditions of the Related Agreements, the Project Contract and the RailCorp Project Agreements. If there is any inconsistency between the terms of this deed and the terms of the Project Contract, the Project Contract will prevail.

The Lessee agrees that nothing in this Lease will in any way operate as a bar to the exercise by the Lessor of, or a waiver of or modification to, the Lessor's rights under the Related Agreements, the Project Contract and the RailCorp Project Agreements.

---

## 11. GST

- (a) Except where the context suggests otherwise, terms used in this clause 11 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 11.
- (c) Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 11.
- (d) Any payment or reimbursement required to be made under this Lease that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (e) If GST is payable in relation to a supply made under or in connection with this Lease then:
  - (i) any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of that GST; and
  - (ii) the additional amount is payable on the later of:
    - A. the date the consideration is to be provided for that supply; or
    - B. 20 Business Days after if later, after the Supplier has provided a valid tax invoice to the Recipient in relation to that supply.
- (f) Where additional amounts are payable during the same month between parties to this Lease pursuant to clause 11(e), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid.
- (g) If the GST payable in relation to a supply made under or in connection with this Lease varies from the additional amount paid by the Recipient under clause 11(e) such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to that supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 11(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(e).

---

## 12. Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Lease:

- (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):

**Lessor**

Name: Rail Corporation New South Wales  
Address: Level 6, 18 Lee Street  
Chippendale, New South Wales  
Facsimile: (02) 9379 4378  
Attention: RailCorp's Representative (Rolling Stock PPP)

**Lessee**

Name: Reliance Rail Pty Limited ABN 18 111 280 427  
Address: Level 6  
ABN AMRO Tower  
88 Phillip Street  
Sydney, New South Wales  
Facsimile: (02) 9087 4000  
Attention: PPP Co's Representative

- (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 or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 12(b); and
- (e) is taken to be received by the addressee:
  - (i) (in the case of prepaid post) on the third working day after the date of posting to an address within Australia, and on the fifth working day after the date of posting by airmail to an address outside Australia;
  - (ii) (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 machine from which it was sent; and
  - (iii) (in the case of delivery by hand) on delivery,  
but if the communication is taken to be received on a day which is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day, where "**working day**" means a day that:
    - (iv) is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered; and
    - (v) does not fall during the period commencing on the Monday before 24 December in any given year and ending on the Friday following 1 January of the following year.

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## **13. Governing law and jurisdiction**

### **13.1 Governing law**

This Lease is governed by and must be construed according to the laws in force in New South Wales.

### **13.2 Jurisdiction**

Without prejudice to the operation of the dispute resolution provisions contained in clause 53 of the Project Contract, each party irrevocably:

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

---

## **14. Miscellaneous**

### **14.1 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 Lease.

### **14.2 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 Lease 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 Lease.
- (b) A waiver or consent given by a party under this Lease 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 Lease operates as a waiver of another breach of that term or of a breach of any other term of this Lease.

### **14.3 Consents**

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

### **14.4 Amendments**

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

#### **14.5 Expenses**

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

#### **14.6 Counterparts**

This Lease 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.

#### **14.7 Moratorium legislation**

To the fullest extent permitted by law, the provisions of all laws which at any time operate directly or indirectly to lessen or affect in favour of PPP Co any obligation under this Lease, or to delay or otherwise prevent or prejudicially affect the exercise by RailCorp of any right, power or remedy under this Lease or otherwise, are expressly waived.

#### **14.8 No agency**

Except as expressly permitted or contemplated by a RailCorp Project Agreement, PPP Co must not act as or represent itself to be the servant or agent of RailCorp.

## Schedule 1 of the Maintenance Facility Lease Reserved Rights

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### 1. Easements

Without limiting clause 10.5 of the Call Option Deed or any other rights under this schedule:

- (a) the Lessor reserves the right to create (including by way of easements in gross), Register, release, vary, modify or waive rights under:
  - (i) rights of carriage way;
  - (ii) rights of foot way;
  - (iii) easements to drain water;
  - (iv) easements to drain sewerage;
  - (v) easements for repairs;
  - (vi) easements for batter;
  - (vii) easements for electricity purposes;
  - (viii) easements for overhang;
  - (ix) easements for services;
  - (x) easements for water supply;
  - (xi) easements to permit encroaching structures to remain;
  - (xii) rights of access; and
  - (xiii) easements for removal of support,  
benefiting or burdening the PPP Area in favour of:
    - (xiv) any of the owners, lessees, tenants or occupiers of the land adjacent to or in the vicinity of the PPP Area; or
    - (xv) any Authority (including, without limitation, the Lessor),and to release, vary, modify or give waivers of such easements;
- (b) the Lessor reserves the right to dedicate land (outside the Lease Area), of which it is the owner of the fee simple estate, for road, rail, or other purposes;
- (c) the rights referred to in paragraphs (a) and (b) may be exercised for the purposes of:
  - (i) providing public or private access to, or through, or egress from the PPP Area or other land adjacent or in the vicinity of that land ("**adjacent land**");
  - (ii) providing road or rail or other infrastructure or other services including, but not limited, to water, drainage, sewerage, gas and other fuels, electricity, telephonic and electronic communications to and/or from, or

to pass through, the PPP Area, the adjacent land or the Future RailCorp Facility;

- (iii) providing any statutory easements; and
- (iv) satisfying any requirements of the Related Agreements,

upon such terms and conditions as the Lessor thinks fit (including in favour of the Lessor), provided that where any such easement (or release, variation, modification or waiver of such easement) or dedication could reasonably be expected to have a material adverse effect on the ability of the Lessee to undertake the Project in accordance with the Project Contract, the Lessor must obtain the prior written consent of the Lessee to the creation of any such easement (or release variation, modification or waiver in respect of any such easement) or dedication of land. The Lessee must not unreasonably withhold its consent and, where the Lessee's consent is provided, it may be provided subject to any terms and conditions reasonably required by the Lessee.

---

## 2. Rights of Access

The Lessor reserves for itself, the Lessor's Associates, any emergency services personnel and any other person, a right at all times to pass and repass across any part of the PPP Area to and from:

- (a) any point on the Rail Corridor;
- (b) any part of the RailCorp Network; or
- (c) any of RailCorp's Facilities,

together with any necessary vehicles, personnel and equipment to respond to any Incident or any other event or circumstances which actually or potentially impacts upon the health or safety of any person or the safety of any property. Wherever practicable, the Lessor will give notice to the Lessee before the Lessor exercises this right.

---

## 3. Services

- (a) The Lessor reserves rights to:
  - (i) permit:
    - A. Utility Services; and
    - B. signalling systems, train control systems, rail communications systems and equipment nodes,  
  
and associated cabling, ducting, cable support structures, poles and other related buildings and structures to be supplied on or through the PPP Area (or any part of it); and
  - (ii) do, and permit the Lessor's Associates to do, anything reasonably necessary for that purpose, including:
    - A. entering the PPP Area;
    - B. taking anything on to the PPP Area; and

- C. carrying out work on, in and around the PPP Area, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- (b) In exercising rights under paragraph (a), the Lessor will (and will ensure that its Associates will):
- (i) give the Lessee reasonable notice of its intention to exercise those rights, such notice to include details as to:
    - A. the nature of the work to be performed;
    - B. the interface between the works and PPP Co's Activities; and
    - C. the interface between the proposed physical works and the Maintenance Facility;
  - (ii) use reasonable endeavours to not unreasonably interfere with PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time; or
  - (iii) where the exercise of those rights does unreasonably interfere with the PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time, the Lessor ensures that such interference is of a short term nature and the Lessor pays the Lessee the reasonable costs and expenses directly incurred by the Lessee which arise as a direct result of such interference to the extent that it prevents the Lessee from carrying out the PPP Co's Activities.

---

#### 4. Right of support and drainage

- (a) The Lessee must ensure that:
- (i) at all times after the date of this Lease, the Supported Land and all improvements (including any future improvements) erected upon the Supported Land requiring support from the soil of or improvements on the PPP Area for stability are supported by the soil of, or improvements on the PPP Area; and
  - (ii) no excavations are made on the PPP Area without leaving means of support of the Supported Land and improvements upon it. Any excavation on the PPP Area made without provision for sufficient support for the Supported Land and/or improvements on the Supported Land will be deemed a breach of this undertaking from the commencement of the excavation.
- (b) The Lessor reserves for itself and its Associates a right to:
- (i) construct and maintain on the PPP Area whatever batter, embankment or structure is reasonably necessary to support the surfaces, subsurface of the Supported Land or any part of it, or any structure or works on the Supported Land; and
  - (ii) do anything necessary for that purpose, including:
    - A. entering the PPP Area;

- B. taking anything on to the PPP Area; and
  - C. carrying out any construction, repair or maintenance work in and around the PPP Area.
- (c) The Lessor reserves for itself and its Associates a right to construct, place, lay, inspect, clean, maintain, change, repair, replace, relay, renew, use and manage:
- (i) drains, pipes, conduits and channels; and
  - (ii) all ancillary plant, equipment, fittings and attachments and works to protect or support any of them,
- for carrying rainwater and other lawful discharges from the Rail Corridor, the Future RailCorp Facility and Surface Run-off Area through, across or under the PPP Area to drainage outlets (whether located on, in, under or outside the PPP Area).
- (d) In exercising its right under paragraphs (b) and (c) the Lessor will (and will ensure that its Associates will):
- (i) give the Lessee reasonable notice of its intention to exercise those rights, such notice to include details as to:
    - A. the nature of the work to be performed;
    - B. the interface between the works and PPP Co's Activities; and
    - C. the interface between the proposed physical works and the Maintenance Facility;
  - (ii) use reasonable endeavours to not unreasonably interfere with PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time; or
  - (iii) where the exercise of those rights does unreasonably interfere with the PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time, the Lessor ensures that such interference is of a short term nature and the Lessor pays the Lessee the reasonable costs and expenses (including any Reliability and Disruption Adjustments) directly incurred by the Lessee which arise as a direct result of such interference to the extent that it prevents the Lessee from carrying out the PPP Co's Activities.

---

## 5. RailCorp Infrastructure

The Lessor reserves a right to enter, and remain, upon and take anything onto the PPP Area (including, without limitation, the RailCorp Interconnection Areas) to do anything reasonably necessary in connection with constructing, placing, repairing, operating or maintaining RailCorp Infrastructure and Returned Facilities provided that:

- (a) the Lessor gives the Lessee reasonable notice of its intention to exercise those rights, such notice to include details as to:
  - (i) the nature of the work to be performed;
  - (ii) the interface between the works and PPP Co's Activities; and

- (iii) the interface between the proposed physical works and the Maintenance Facility;
- (b) the construction of RailCorp Infrastructure does not unreasonably interfere with the PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time; or
- (c) where the construction of RailCorp Infrastructure does unreasonably interfere with the PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time, the Lessor ensures that such interference is of a short term nature and the Lessor pays the Lessee the reasonable costs and expenses directly incurred by the Lessee which arise as a direct result of such interference to the extent that it prevents the Lessee from carrying out the PPP Co's Activities.

---

## 6. Rail access

The Lessor reserves for itself and its Associates the right to pass and repass along any rail road located on the PPP Area with Sets and Other Sets for any purpose contemplated by the Project Contract and Related Agreements, including:

- (a) to and from facilities located on the PPP Area for the purposes of providing PPP Co's Activities, (including Train Washing Services and Wheel Profiling Services); and
- (b) to and from the rail car turning loop (as marked on the Licensed Areas Plan) and from the adjacent RailCorp maintenance facility (MainTrain).

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## 7. Grade separated access related to Future RailCorp Facility

The Lessor reserves for itself and its Associates the right to enter, and remain, upon and take anything onto the PPP Area to do anything reasonably necessary in connection with the construction, operation and maintenance of grade-separated vehicular access facilities and structures providing access over or under any rail road to the Lease Area from Manchester Road provided that in exercising rights under this paragraph, the Lessor and its Associates:

- (a) give the Lessee reasonable notice of its intention to exercise those rights, such notice to include details as to:
  - (i) the nature of the work to be performed;
  - (ii) the interface between the works and PPP Co's Activities; and
  - (iii) the interface between the proposed physical works and the Maintenance Facility;
- (b) do not unreasonably interfere with the PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time; or
- (c) where the exercise of those rights does unreasonably interfere with the PPP Co's Activities or the Lessee's lawful use of the PPP Area at that time, the Lessor ensures such interference is of a short term nature (in respect of the construction of the relevant facilities and structures, having regard to a reasonable construction period) and the Lessor pays the Lessee the reasonable costs and expenses directly incurred by the Lessee which arise as a direct result of such interference to the extent that it prevents the Lessee from carrying out the PPP Co's Activities.

**Executed** as a deed.

**Signed** for and on behalf of **Rail Corporation  
New South Wales** in the presence of:

---

Signature

---

Signature of Witness

---

Name of Witness in full

**Executed** by **Reliance Rail Pty Limited** as  
trustee of the Reliance Rail Trust by or in the  
presence of:

---

Signature of Secretary/other Director

---

Signature of Director

---

Name of Secretary/other Director in full

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Name of Director in full

**Schedule 3  
Maintenance Facility Licence**

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## Maintenance Facility Licence made at Sydney on

**Parties**                      **Rail Corporation New South Wales ABN 59 325 778 353** of Level 6, 18 Lee Street, Chippendale, New South Wales

("RailCorp")

**Reliance Rail Pty Limited ABN 18 111 280 427** as trustee of the Reliance Rail Trust of Level 6, ABN AMRO Tower, 88 Phillip Street, Sydney, New South Wales

("PPP Co")

### Background

- A.            RailCorp and PPP Co have entered into this agreement to record the terms on which RailCorp grants licences to PPP Co over the Licensed Areas for the purposes of PPP Co carrying out PPP Co's Activities.
- B.            This agreement is a related agreement to the Maintenance Facility Lease and the licensee under this agreement will at all times be the same person as the lessee under the Maintenance Facility Lease.

### Operative provisions

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## 1.        Definitions and interpretation

### 1.1       Definitions in the Project Contract

The definitions and abbreviations in the Project Contract apply in this agreement unless the relevant term is defined differently in this agreement.

### 1.2       Definitions

In this agreement:

**"Call Option Deed"** means the deed titled "Call Option Deed" between RailCorp and PPP Co dated [    ].

**"Carpark Area"** means:

- (a)            the area of a minimum of:
- (i)            160 contiguous car park 'spaces' for use by PPP Co ("**PPP Spaces**"); and
- (ii)           60 car park 'spaces' for use by RailCorp.
- (b)            the entrance road off the Manchester Road North Area;
- (c)            the areas of road and the gate-house; and
- (d)            the vehicle level crossing,

shown described as "Carpark Area" and coloured purple on the Licensed Areas Plan as varied pursuant to this agreement.

**"Claim"** includes any claim, action, demand or proceeding:

- (e) under, arising out of, or in any way in connection with, this agreement;
- (f) arising out of, or in any way in connection with the Project or either of RailCorp's or PPP Co's conduct prior to the date of this agreement; or
- (g) 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.

**"Commencement Date"** means the date which is the Date of Practical Completion of the Maintenance Facility.

**"Future RailCorp Facility Areas"** means the areas shown described as "Future RailCorp Facility Areas" and coloured blue on the Licensed Areas Plan.

**"Interconnection Areas Plan"** means the plan of that name prepared in accordance with Clauses 8.2 and 8.3 of the Call Option Deed, annexed to this agreement and marked "B".

**"Lease Area"** means:

- (a) prior to Registration of the Maintenance Facility Lease, the land described as "Lease Area" in the Call Option Deed; and
- (b) on and from Registration of the Maintenance Facility Lease, the land comprising the "Lease Area" as defined in the Maintenance Facility Lease

**"Licence"** means any licence granted by RailCorp to PPP Co pursuant to this agreement.

**"Licence Fee"** means the amount of \$1.00 per annum.

**"Licensed Areas"** means:

- (a) the Carpark Area;
- (b) subject to clause 3.9, the Future RailCorp Facility Areas;
- (c) the PPP Co Interconnection Areas;
- (d) subject to clause 3.8, the Maintenance Facility Access Areas;
- (e) the Manchester Road North Area;
- (f) the Utility Services Areas; and
- (g) the Pedestrian Crossing Area,

and includes improvements (excluding RailCorp Infrastructure) on or to those areas.

**"Licensed Areas Plan"** means the plan entitled "Boundary Key Plan" annexed to this agreement and marked "A".

"LPI" means the Land and Property Information Division of the New South Wales Department of Lands or such other body which maintains "The Register" (as defined in the *Real Property Act 1900* (NSW) from time to time.

"**Maintenance Facility Access Areas**" means the areas shown described as "Maintenance Facility Access Areas" and coloured yellow on the Licensed Areas Plan.

"**Maintenance Facility Lease**" means the lease entered into between RailCorp and PPP Co pursuant to the Call Option Deed.

"**Manchester Road North Area**" means the section of private road known as "Manchester Road North" between:

- (a) the Carpark Area; and
- (b) the corner of the public road known as Manchester Road North and the public road known as Chisholm Road,

and generally shown as a right of carriageway marked (A) within Lot 6 on Deposited Plan 1007656.

"**Pedestrian Crossing Area**" means the area shown described as "Pedestrian Crossing Area" and coloured orange on the Licensed Areas Plan including the grade separated access constructed by PPP Co within that area.

"**PPP Co Interconnection Areas**" the areas shown as [ ] on the Interconnection Areas Plan.

"**Project Contract**" means the agreement titled "RailCorp Rolling Stock PPP Project Contract" dated [ ] December 2006 between RailCorp and PPP Co.

"**RailCorp Interconnection Areas**" the areas shown as [ ] on the Interconnection Areas Plan.

"**Registered**" means registered at LPI under the *Real Property Act 1900* (NSW) and "**Registration**" has a corresponding meaning.

"**Related Agreements**" means:

- (a) the Maintenance Site Safety Interface Agreement;
- (b) the Maintenance Facility Lease; and
- (c) any other agreement which the parties agree in writing is a related agreement for the purposes of this agreement.

"**Reserved Rights**" has the meaning given to the term in the Maintenance Facility Lease.

"**Term**" means the period beginning on the Commencement Date and ending on the Termination Date.

"**Termination Date**" means the earlier to occur of:

- (a) the Original Expiry Date; and
- (b) that date on which this agreement is terminated pursuant to clause 2.3.

"Utility Services Areas" means the areas shown as [ ] on the Utility Services Plan.

"Utility Services Plan" means the plan of that name, prepared in accordance with clause 8.2(a)(ii) of the Call Option Deed, annexed to this agreement and marked "C".

### 1.3 Interpretation

In this agreement:

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

and unless the context indicates a contrary intention:

- (b) "**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;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including, without limitation, any RailCorp Project Agreement) is to that document as updated, varied, novated, ratified or replaced from time to time;
- (e) 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;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) 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;
- (h) a reference in a schedule, exhibit, attachment or annexure to a clause, paragraph, section, schedule, exhibit, attachment or annexure is a reference to a clause, paragraph, section, schedule, exhibit, attachment or annexure to or of that schedule, exhibit, attachment or annexure;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "**includes**" in any form is not a word of limitation; and
- (k) a reference to "\$" or "**dollar**" is to Australian currency.

### 1.4 Replacement body interpretation

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 the president or other senior officer of the Former Body will be to the president or senior officer of the Replacement Body.

### **1.5 No bias against drafting party**

Each provision of this agreement will be interpreted without disadvantage to the party who (or whose representative) drafted that provision.

### **1.6 Business Day**

If the day on or by which any thing is to be done under this agreement is not a Business Day, that thing must be done no later than the next Business Day.

### **1.7 Certification**

For the purposes of this agreement, a copy of a document will be regarded as duly certified by PPP Co if it is certified as a true copy by a director, secretary or general manager of PPP Co.

### **1.8 Cost of performing obligations**

Each party must perform its obligations under this agreement at its own cost, unless expressly provided otherwise.

### **1.9 Provisions limiting or excluding liability**

Any provision of this agreement 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.

### **1.10 Capacity**

PPP Co enters into this agreement as trustee of the Trust.

---

## **2. Term**

### **2.1 Commencement Date**

This agreement commences on the Commencement Date.

### **2.2 Termination Date**

This agreement will end on the Termination Date.

### **2.3 Determination on termination of the Project Contract**

Notwithstanding any provision of this agreement as to the term of this agreement, this agreement will automatically and simultaneously be determined upon the termination of the Project Contract without the necessity of notice and PPP Co's rights created under this agreement will be determined for all time with effect from the date the Project Contract is terminated.

RailCorp must not and cannot terminate this agreement unless the Project Contract has been or is simultaneously terminated.

---

### **3. Licence to use Licensed Areas**

#### **3.1 Permitted Use**

Subject to this agreement, PPP Co will not without the consent in writing of RailCorp use or permit or suffer to be used any part of the Licensed Areas for any purpose other than PPP Co's Activities.

#### **3.2 Licence to use Licensed Areas during TLS Phase**

(a) Commencing on the Commencement Date and, subject to clause 3.8, ending on the Termination Date, RailCorp grants to PPP Co non-exclusive licence to use, and to permit its Associates to use, the Licensed Areas for all lawful purposes in connection with carrying out PPP Co's Activities in accordance with the Project Contract and:

(i) in relation to the Carpark Area:

- A. the parking of vehicles in the PPP Spaces; and
- B. a right to pass and repass with vehicles,

(ii) in relation to the Pedestrian Crossing Area, a right to pass and repass over that area on foot or with wheelchairs or other disabled access aids;

(iii) in relation to Utility Service Areas, a right to:

A. permit:

- 1) Utility Services; and
- 2) signalling systems, train control systems, rail communications systems and equipment nodes,

and associated cabling, ducting, cable support structures, poles and other related buildings and structures to be supplied through Utility Service Areas; and

B. do, and permit its Associates to do, anything reasonably necessary for that purpose, including:

- 1) entering the Utility Service Areas;
- 2) taking anything onto the Utility Service Areas; and
- 3) carrying out work on and in the Utility Service Areas, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment,

provided that PPP Co must, and must ensure that its Associates will, take all steps necessary to ensure that there is no disruption or inconvenience to RailCorp, its Associates and any other person with an entitlement to access, to use or to pass across the Utility Services Areas;

- (iv) in relation to the PPP Co Interconnection Areas, a right to carry out the TLS Phase Activities in relation to the Rail Infrastructure Facilities located within the PPP Co Interconnection Areas;
- (v) in relation to the Maintenance Facility Access Areas, for the purpose of Testing and Commissioning the Sets; and
- (vi) in relation to all other Licensed Areas (excluding the Manchester Road North Area), PPP Co carrying out the PPP Co's Activities,

and for no other purposes.

- (b) To the extent, if any, to which an area of land ("**Overlap Area**") forms part of two (or more) of the Licensed Areas, PPP Co may use the Overlap Area for all purposes which are permitted by this agreement and applicable to each of the relevant Licensed Areas.

### 3.3 Manchester Road North Area

- (a) RailCorp grants to PPP Co a non-exclusive right:
  - (i) to pass and repass with vehicles over the Manchester Road North Area provided that PPP Co must, and must ensure that its Associates will:
    - A. take all steps necessary to ensure that the passage of vehicles and pedestrians on Manchester Road North is not impeded by PPP Co's use of that area; and
    - B. where any damage to or loss or destruction of the Manchester Road North Area occurs which arises out of the use of the Manchester Road North Area by PPP Co or its Associates, or out of PPP Co's Activities, PPP Co must promptly repair, replace or reinstate the damage, loss or destruction or, if RailCorp agrees, reasonably compensate RailCorp; and
  - (ii) to the extent to which PPP Co has installed Utility Services within the Manchester Road North Area, to exercise the rights set out, and in accordance with, clause 3.2(a)(iii) as if the reference in that clause to "Utility Services Areas" were a reference to the "Manchester Road North Area",
- (b) If PPP Co fails to carry out the repair, replacement or reinstatement work or pay reasonable compensation (where clause 3.3(a)(i) requires PPP Co to do so), RailCorp may after giving reasonable prior notice to PPP Co carry out the repair, replacement or reinstatement work or pay reasonable compensation to any affected third party and any Loss incurred by RailCorp will be a debt due and payable from PPP Co to RailCorp.

### 3.4 No exclusive possession

- (a) The licences granted under this clause 13 do not confer on PPP Co any right of exclusive possession of any part of the Licensed Areas. RailCorp may at any time in its absolute discretion exercise all its rights to enter and use the whole or any part of the Licensed Areas including, without limitation, Reserved Rights. PPP Co must not restrict RailCorp's access to the Licensed Areas in any way.

- (b) In exercising its rights (other than the Reserved Rights) to enter and use the whole or any part of the Licensed Areas RailCorp will (and will ensure that its Associates will):
  - (i) give PPP Co reasonable notice of its intention to exercise those rights, such notice to include details as to:
    - A. the nature of the rights to be exercised;
    - B. the interface between the exercise of those rights and PPP Co's Activities; and
    - C. the interface between any proposed physical works and the Maintenance Facility;
  - (ii) use reasonable endeavours to not unreasonably interfere with PPP Co's lawful use of the Licensed Areas at that time, ensure that any interference is of a short term nature and pay PPP Co the reasonable costs and expenses directly incurred by PPP Co which arise as a direct result of such interference to the extent that it prevents PPP Co from using the Licensed Areas.
- (c) In exercising the Reserved Rights RailCorp will (and will ensure that its Associates will) exercise the Reserved Rights in accordance with the Maintenance Facility Lease.

### **3.5 Personal rights only**

The rights conferred on PPP Co by the licences granted under this clause 13 are personal rights in contract only and do not create any tenancy or any estate or interest in the Licensed Areas.

### **3.6 Carpark Area - special conditions**

RailCorp reserves the right to:

- (a) expand, reconfigure and/or re-locate (more than once during the Term) the Carpark Area; and
- (b) construct a grade-separated vehicular access facility over or under any rail road on or between the Lease Area and the Carpark Area;

provided that:

- (c) RailCorp ensures that at all times following any expansion and/or re-location of the Carpark Area in accordance with this clause, PPP Co has access to a minimum of 160 contiguous car park 'spaces' on the terms set out in clause 3.2(a);
- (d) any works carried out by or for RailCorp on the expanded or re-located Carpark Area are carried out to at least an equivalent standard to those carried out by PPP Co in the Carpark Area pursuant to the Project Contract; and
- (e) the expanded and/or relocated Carpark Area, including any grade separated truck access facility constructed by RailCorp is at all times incorporated into the Maintenance Site for the purposes of the Project Contract.

### 3.7 Yielding up

On the Termination Date PPP Co must:

- (a) peaceably surrender and yield up the Licensed Areas (other than the Manchester Road North Area, the Maintenance Facility Access Areas) to RailCorp in the state of repair and in the condition that the Project Contract requires in respect of the Maintenance Site; and
- (b) peaceably surrender and yield up the Manchester Road North Area in the condition it would have been in had PPP Co complied with the requirements of clause 3.3(a).

### 3.8 Maintenance Facility Access Areas special conditions

- (a) The licence of the Maintenance Facility Access Areas will end on the earlier to occur of:
  - (i) 31 December 2015; and
  - (ii) such date determined by RailCorp following Practical Completion of the last Set.
- (b) On the expiration of the licence of the Maintenance Facility Access Areas under clause 3.8(a), PPP Co must peaceably surrender and yield up the Maintenance Facility Access Areas to RailCorp in a state of repair and in a condition which is consistent with the condition they would have been in had PPP Co complied with the requirements of the Project Contract.
- (c) RailCorp (or any person authorised by RailCorp) reserves the right to use the Maintenance Facility Access Areas for its own purposes. In exercising its rights RailCorp will, and will ensure that its Associates will:
  - (i) give PPP Co reasonable notice of its intention to exercise those rights such notice to include detail as to:
    - A. the nature of the rights to be exercised;
    - B. the interface between the exercise of those rights and PPP Co's Activities; and
    - C. the interface between any proposed physical works and the Maintenance Facility;
  - (ii) use reasonable endeavours to not unreasonably interfere with the PPP Co's lawful use of the Licensed Areas at that time; or
  - (iii) where the exercise of those rights does unreasonably interfere with PPP Co's lawful use of the Licensed Areas at that time, ensure that such interference is of a short term nature and pay PPP Co the reasonable costs and expenses directly incurred by PPP Co which arise as a direct result of such interference to the extent that it prevents PPP Co from using the Licensed Areas. PPP Co must not restrict RailCorp's access to the Licensed Areas in any way.
- (d) PPP Co will control the movement of trains within the Maintenance Facility Access Areas during the term of the licence.

### **3.9 Future RailCorp Facility Areas**

- (a) The licence of the Future RailCorp Facility Areas will expire upon the earlier to occur of:
  - (i) the expiry of the licence of the Maintenance Facility Access Areas under clause 3.8(a); and
  - (ii) an expiry date nominated by RailCorp and notified by RailCorp to PPP Co at least 3 months prior to that expiry date.
- (b) On the expiration of the licence of the Future RailCorp Facility Areas under clause 3.9(a), PPP Co must peaceably surrender and yield up the Future RailCorp Facility Areas in a state of repair and in a condition which is consistent with the condition they would have been in had PPP Co complied with the requirements of the Project Contract.

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## **4. Conditions of Use**

### **4.1 Licence Fee**

PPP Co must pay the Licence Fee to RailCorp annually in arrears within 30 days of demand (if demanded by RailCorp).

### **4.2 Conditions of use of Licensed Areas**

- (a) PPP Co must comply with, and ensure that its Associates comply with, this agreement and:
  - (i) the Project Contract and the RailCorp Project Agreements;
  - (ii) the Related Agreements; and
  - (iii) all reasonable requirements and directions of RailCorp,in connection with the use of the Licensed Areas by PPP Co.
- (b) Without limiting PPP Co's obligations under the Project Contract and the RailCorp Project Agreements, the Related Agreements and this agreement with respect to the Licensed Areas, PPP Co must keep the Licensed Areas (other than the Manchester Road North Area):
  - (i) in good repair; and
  - (ii) clean, tidy and free of rubbish and vermin.

### **4.3 No warranty as to suitability**

Clause 11.11 (Site Conditions and suitability) of the Project Contract is incorporated in this agreement as if set out in full and as if it expressly applied to the Licensed Areas.

### **4.4 RailCorp's right of entry**

Clause 11.7 (RailCorp's right of entry) of the Project Contract is incorporated into this agreement as if:

- (a) a reference to the "Construction Site" were references to the "Licensed Areas" and;
- (b) otherwise, as if set out in full.

---

## **5. Dispute resolution**

RailCorp and PPP Co must deal with any dispute in respect of this agreement in accordance with clause 53 of the Project Contract as if:

- (a) references in those clauses to "Dispute" were references to dispute under this agreement; and
- (b) the notice under this clause was the notice under clause 53.3(a) of the Project Contract.

---

## **6. Easements and other rights**

### **6.1 Rights reserved by RailCorp**

RailCorp reserves the right at all times to exercise Reserved Rights in respect of the Licensed Areas.

### **6.2 Other Projects**

PPP Co repeats the acknowledgements made by "the Lessee" under clause 6.2 (Other projects) of the Maintenance Facility Lease as if they were set out in full in this agreement.

### **6.3 No claim**

Subject to clause 6.5 of the Maintenance Facility Lease, PPP Co may not make any Claim (other than for the costs and expenses in relation to the Reserved Rights as contemplated in schedule 1 of the Maintenance Facility Lease) or requisition or rescind or terminate this agreement, the Maintenance Facility Lease or the Project Contract because:

- (a) of any matter contemplated by this clause 6;
- (b) any Reserved Right is exercised; or
- (c) RailCorp, its Associates or any other person exercises any right pursuant to, or does anything contemplated by, this clause 6.

### **6.4 MainTrain Site**

During the Term, PPP Co must ensure that sufficient train access from the RailCorp Network to the MainTrain Site is available to allow the occupier of the MainTrain Site to maintain the operating capacity of the MainTrain Site without any adverse affect to its operations.

---

## **7. PPP Co accepts risk**

Subject to the terms of this licence and the Related Agreements, the Project Contract and the RailCorp Project Agreements, PPP Co agrees that PPP Co's use and occupation of the Licensed Areas during the Term of this agreement will at all times be at the risk of PPP Co.

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## **8. Assignment or security interest**

### **8.1 Assignment by PPP Co**

- (a) PPP Co acknowledges that the person who is the "Lessee" under the Maintenance Facility Lease must always be the same person as the person who is "PPP Co" under:
  - (i) this agreement; and
  - (ii) the Related Agreements (other than Maintenance Facility Lease).
- (b) PPP Co must not:
  - (i) assign, novate or otherwise deal with or transfer its interest in, or rights or obligations under, this agreement or agree to do so, except in accordance with clause 41 of the Project Contract and this Lease; or
  - (ii) sublicense or part with or share possession of the Licensed Areas except to or with a Core Contractor or except in accordance with clause 41 of the Project Contract and this agreement.
- (c) For the purposes of this clause 8, it will be reasonable for RailCorp to require, as a condition of its consent to an assignment (other than by way of security) of or dealing with this agreement, that:
  - (i) the assignee enters into a deed with RailCorp on terms reasonably acceptable to RailCorp under which the assignee covenants from the date of the assignment in favour of RailCorp to comply with and be bound by all of the covenants, obligations and liabilities of PPP Co under this agreement, the Project Contract, the RailCorp Project Agreements and the Related Agreements whether or not such covenants, obligations or liabilities run with the Lease Area; and
  - (ii) the Related Agreements, the Project Contract, the RailCorp Project Agreements are assigned to the same person who is the assignee of this agreement.

### **8.2 Security Interest**

PPP Co must not give any Security Interest over its interest in this agreement to secure its obligations to any person except as permitted pursuant to clause 41 of the Project Contract.

---

## **9. Project Contract and Related Agreements**

This agreement is subject to the terms and conditions of the Project Contract, the RailCorp Project Agreement and the Related Agreements. If there is any inconsistency between the terms of this agreement and the terms of the Project Contract, the Project Contract will prevail.

PPP Co agrees that nothing in this agreement will in any way operate as a bar to the exercise by RailCorp of, or a waiver of or modification to, RailCorp's rights under the Project Contract, the RailCorp Project Agreement and the Related Agreements.

---

## 10. Expenses and Taxes

### 10.1 Expenses

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

### 10.2 Taxes

Clause 28.1 (General liability for Taxes) 28.2 (Reimbursement of Stamp duty) and 28.3 (Reimbursement of land based rates) of the Project Contract are incorporated into this agreement as if set out in full.

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## 11. GST

- (a) Except where the context suggests otherwise, terms used in this clause 11 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 11.
- (c) Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 11.
- (d) Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (e) If GST is payable in relation to a supply made under or in connection with this agreement then:
  - (i) any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of that GST; and
  - (ii) the additional amount is payable on the later of:
    - A. the date the consideration is to be provided for that supply; or
    - B. 20 Business Days after if later, after the Supplier has provided a valid tax invoice to the Recipient in relation to that supply.
- (f) Where additional amounts are payable during the same month between parties to this agreement pursuant to clause 11(e), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid.
- (g) If the GST payable in relation to a supply made under or in connection with this agreement varies from the additional amount paid by the Recipient under clause 11(e) such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to that supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the

amount of that variation from, the Recipient. Any payment, credit or refund under this clause 11(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(e).

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## **12. Notices**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement must be given in accordance with clause 54 of the Project Contract.

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## **13. Governing law and jurisdiction**

### **13.1 Governing law**

This agreement is governed by and must be construed according to the laws in force in New South Wales.

### **13.2 Jurisdiction**

Without prejudice to the operation of the dispute resolution provisions contained in clause 53 of the Project Contract, each party irrevocably:

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

---

## **14. Miscellaneous**

### **14.1 Entire agreement**

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

- (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.

### **14.2 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 agreement.

### **14.3 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 agreement 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 agreement.

- (b) A waiver or consent given by a party under this agreement 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 agreement operates as a waiver of another breach of that term or of a breach of any other term of this agreement.

**14.4 Consents**

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

**14.5 Amendments**

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

**14.6 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 agreement, except for representations or inducements expressly set out in this agreement.
- (b) Each party acknowledges and confirms that it does not enter into this agreement 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 agreement.

**14.7 Counterparts**

This agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this agreement, and all together constitute one agreement.

**Executed** as an agreement.

**Signed** for and on behalf of **Rail Corporation New South Wales** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**Executed by Reliance Rail Pty Limited** as trustee of the Reliance Rail Trust by or in the presence of:

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Signature of Director

---

Name of Director in full

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Signature of Secretary/other Director

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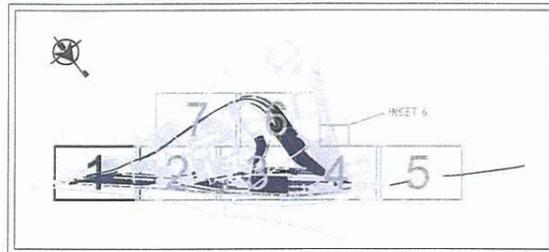
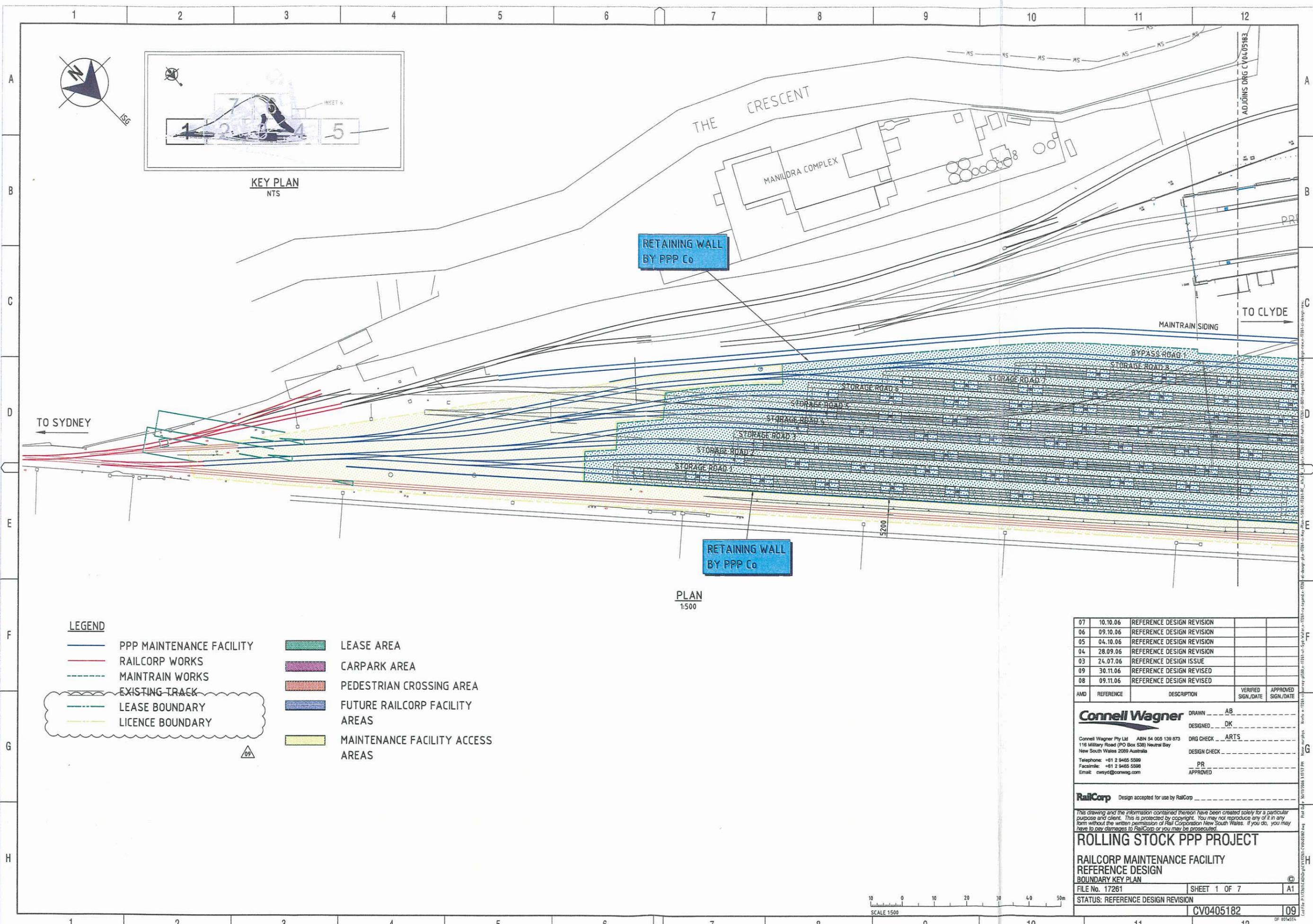
Name of Secretary/other Director in full

## **Annexures**

- A Licensed Area Plan**
- B Interconnection Areas Plan**
- C Utility Services Plan**

**Schedule 4**  
**Outline Plans and Drawings of Lease Area and Licensed Areas**





KEY PLAN  
NTS

PLAN  
1:500

LEGEND

- PPP MAINTENANCE FACILITY
- RAILCORP WORKS
- - - MAINTRAIN WORKS
- - - EXISTING TRACK
- - - LEASE BOUNDARY
- - - LICENCE BOUNDARY
- LEASE AREA
- CARPARK AREA
- PEDESTRIAN CROSSING AREA
- FUTURE RAILCORP FACILITY AREAS
- MAINTENANCE FACILITY ACCESS AREAS

07	10.10.06	REFERENCE DESIGN REVISION		
06	09.10.06	REFERENCE DESIGN REVISION		
05	04.10.06	REFERENCE DESIGN REVISION		
04	28.09.06	REFERENCE DESIGN REVISION		
03	24.07.06	REFERENCE DESIGN ISSUE		
09	30.11.06	REFERENCE DESIGN REVISED		
08	09.11.06	REFERENCE DESIGN REVISED		
AMD	REFERENCE	DESCRIPTION	VERIFIED SIGN/DATE	APPROVED SIGN/DATE

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 DESIGNED: DK  
 DRG CHECK: ARTS  
 DESIGN CHECK: PR  
 APPROVED: [Signature]

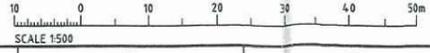
Connell Wagner Pty Ltd ABN 54 065 138 873  
 116 Military Road (PO Box 538) Neutral Bay  
 New South Wales 2099 Australia  
 Telephone: +61 2 9465 5599  
 Facsimile: +61 2 9465 5598  
 Email: cwnsyd@connwag.com

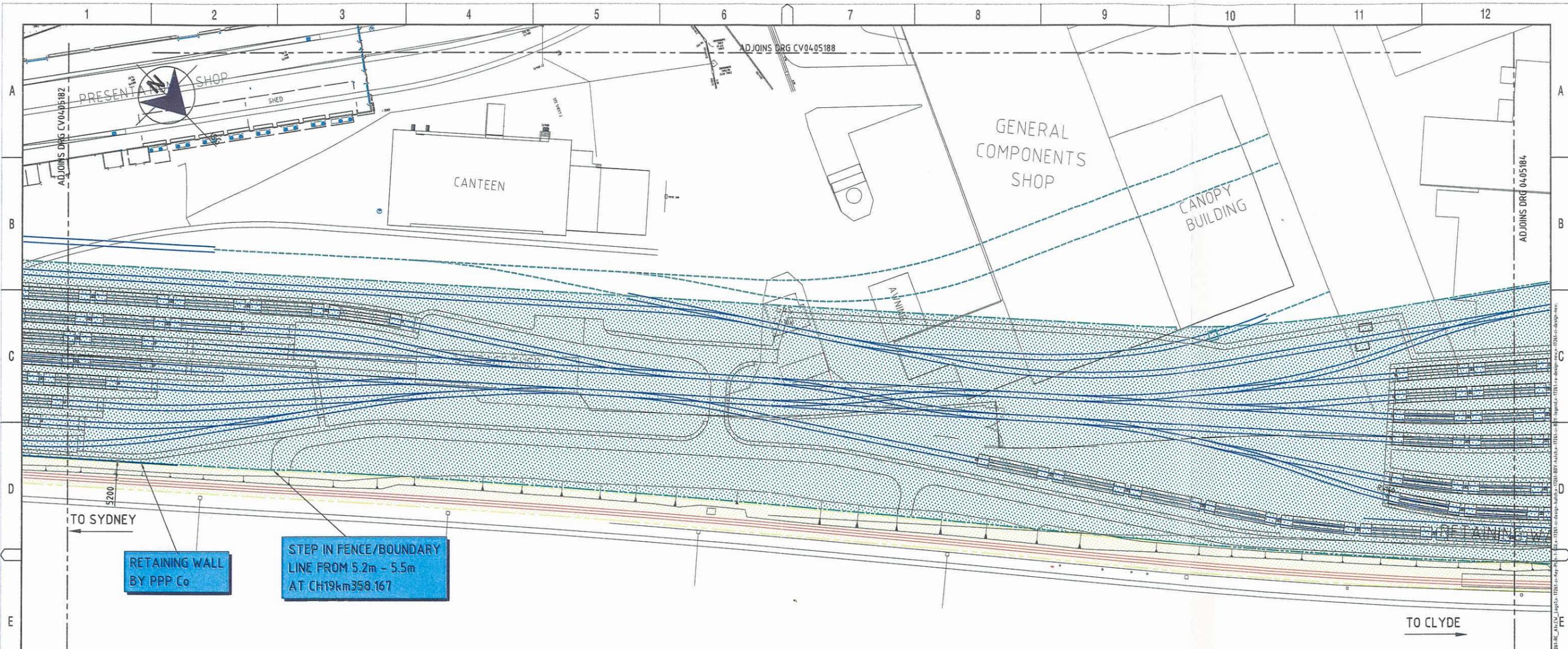
**RailCorp** Design accepted for use by RailCorp

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**ROLLING STOCK PPP PROJECT**  
**RAILCORP MAINTENANCE FACILITY**  
**REFERENCE DESIGN**  
**BOUNDARY KEY PLAN**

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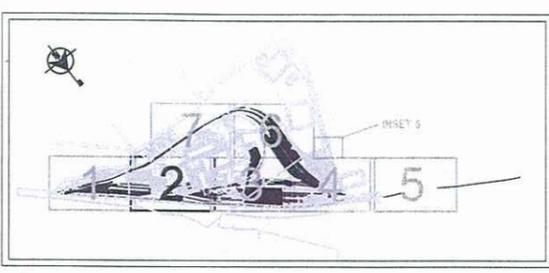




PLAN  
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LEGEND

- PPP MAINTENANCE FACILITY
- RAILCORP WORKS
- MAINTRAIN WORKS
- EXISTING TRACK
- LEASE BOUNDARY
- LICENCE BOUNDARY
- LEASE AREA
- CARPARK AREA
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- FUTURE RAILCORP FACILITY AREAS
- MAINTENANCE FACILITY ACCESS AREAS



KEY PLAN  
NTS

07	10.10.06	REFERENCE DESIGN REVISION		
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**Connell Wagner** DRAWN AB  
 DESIGNED DK  
 DRG CHECK ARTS  
 DESIGN CHECK PR  
 APPROVED

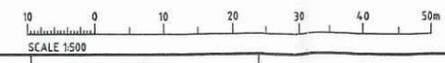
Connell Wagner Pty Ltd ABN 54 005 138 873  
 116 Military Road (PO Box 538) Neutral Bay  
 New South Wales 2089 Australia  
 Telephone: +61 2 9465 5599  
 Facsimile: +61 2 9465 5598  
 Email: cways@connwag.com

**RailCorp** Design accepted for use by RailCorp

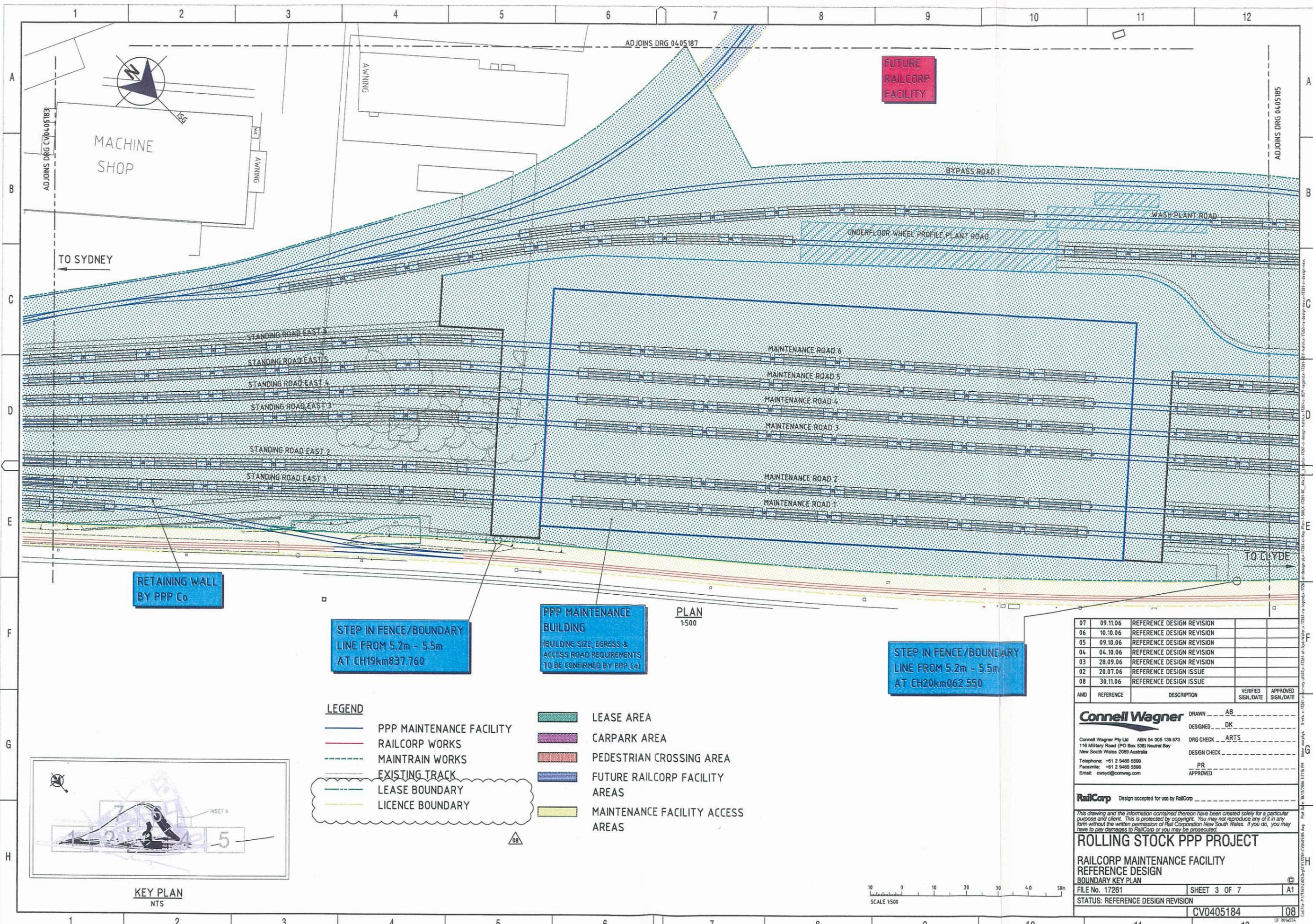
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**ROLLING STOCK PPP PROJECT**  
**RAILCORP MAINTENANCE FACILITY**  
**REFERENCE DESIGN**  
**BOUNDARY KEY PLAN**

FILE No. 17261 SHEET 2 OF 7  
 STATUS: REFERENCE DESIGN REVISION



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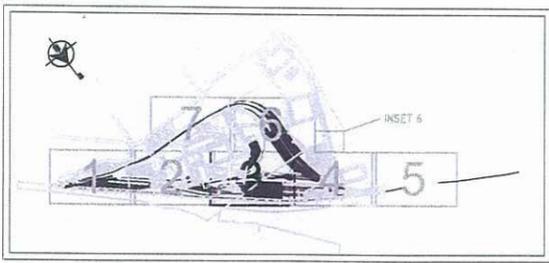
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BY PPP Co

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AT CH19km837.760

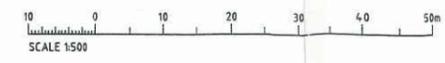
PPP MAINTENANCE  
BUILDING  
(BUILDING SIZE, EGRESS &  
ACCESS ROAD REQUIREMENTS  
TO BE CONFIRMED BY PPP Co)

STEP IN FENCE/BOUNDARY  
LINE FROM 5.2m - 5.5m  
AT CH20km062.550

- LEGEND**
- PPP MAINTENANCE FACILITY
  - RAILCORP WORKS
  - - - MAINTRAIN WORKS
  - EXISTING TRACK
  - LEASE BOUNDARY
  - LICENCE BOUNDARY
  - █ LEASE AREA
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DRG CHECK: ARTS  
DESIGN CHECK: PR  
APPROVED: [Signature]

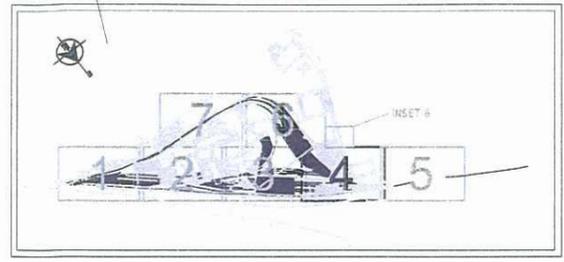
Connell Wagner Pty Ltd ABN 54 005 139 873  
116 Military Road (PO Box 538) Neutral Bay  
New South Wales 2089 Australia  
Telephone: +61 2 9465 5599  
Facsimile: +61 2 9465 5598  
Email: cwsyd@connellwagner.com

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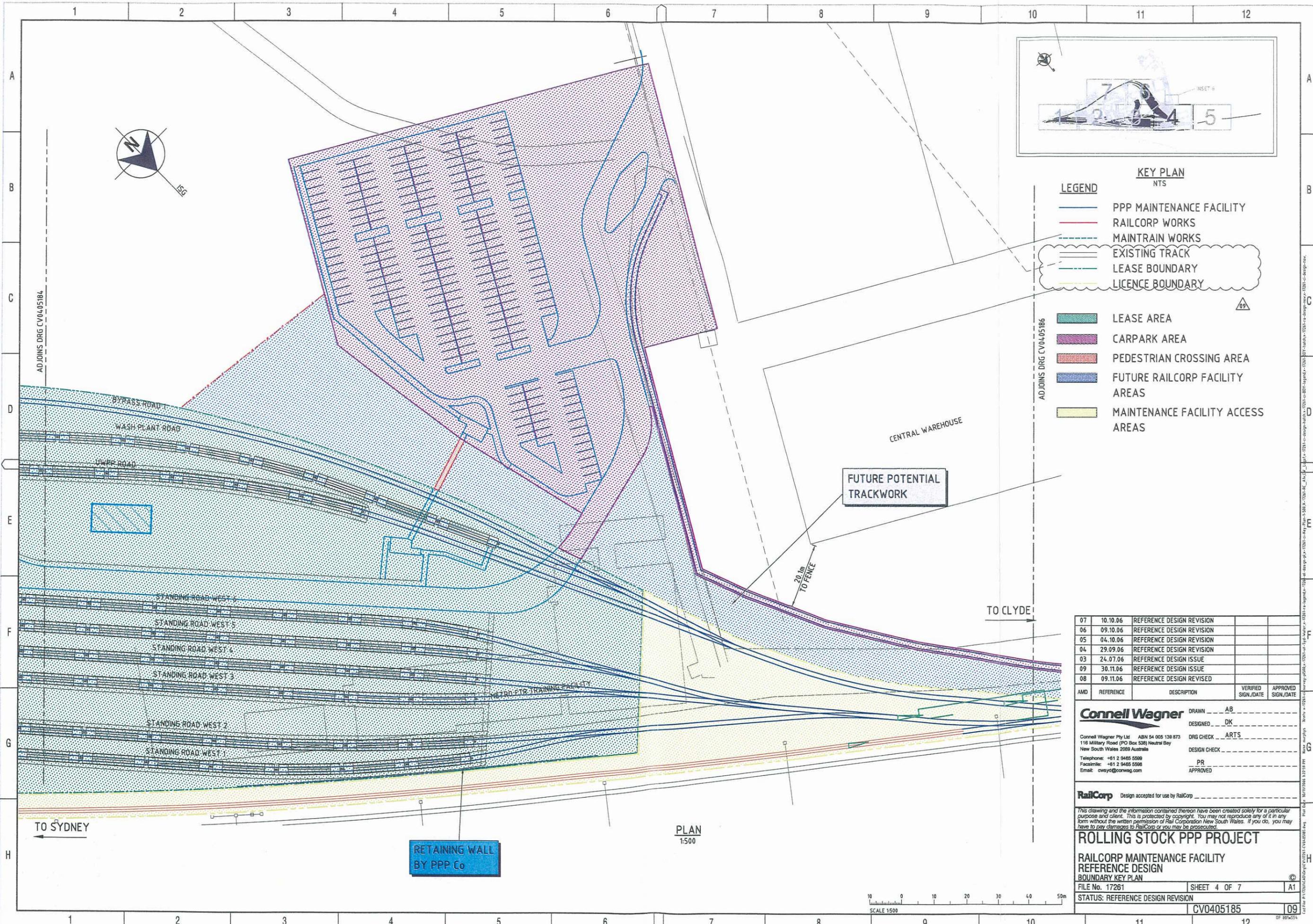
**ROLLING STOCK PPP PROJECT**  
**RAILCORP MAINTENANCE FACILITY**  
**REFERENCE DESIGN**  
**BOUNDARY KEY PLAN**

FILE No. 17261 SHEET 3 OF 7  
STATUS: REFERENCE DESIGN REVISION  
CV0405184



- LEGEND**
- PPP MAINTENANCE FACILITY
  - RAILCORP WORKS
  - MAINTRAIN WORKS
  - EXISTING TRACK
  - LEASE BOUNDARY
  - LICENCE BOUNDARY

- KEY PLAN**  
NTS
- LEASE AREA
  - CARPARK AREA
  - PEDESTRIAN CROSSING AREA
  - FUTURE RAILCORP FACILITY AREAS
  - MAINTENANCE FACILITY ACCESS AREAS

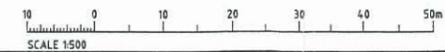


TO SYDNEY

TO CLYDE

RETAINING WALL  
BY PPP Co

PLAN  
1:500



07	10.10.06	REFERENCE DESIGN REVISION		
06	09.10.06	REFERENCE DESIGN REVISION		
05	04.10.06	REFERENCE DESIGN REVISION		
04	29.09.06	REFERENCE DESIGN REVISION		
03	24.07.06	REFERENCE DESIGN ISSUE		
09	30.11.06	REFERENCE DESIGN ISSUE		
08	09.11.06	REFERENCE DESIGN REVISED		
AMD	REFERENCE	DESCRIPTION	VERIFIED SIGN./DATE	APPROVED SIGN./DATE

**Connell Wagner** DRAWN: AB  
DESIGNED: DK  
DRS CHECK: ARTS  
DESIGN CHECK: PR  
APPROVED: PR

Connell Wagner Pty Ltd ABN 54 005 138 873  
116 Military Road (PO Box 538) Neutral Bay  
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Telephone: +61 2 9465 5509  
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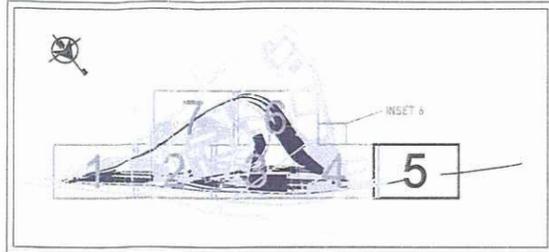
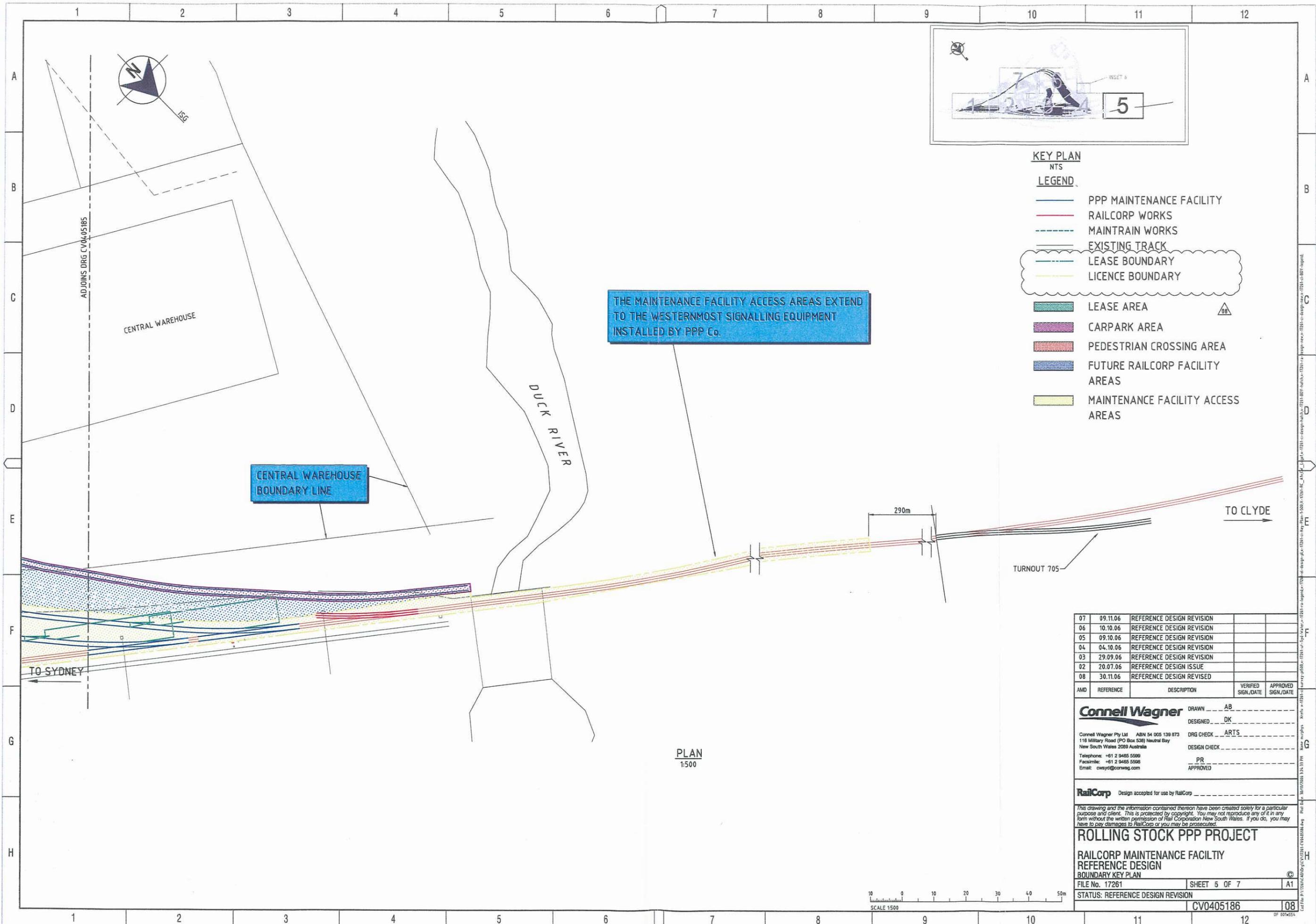
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**ROLLING STOCK PPP PROJECT**  
RAILCORP MAINTENANCE FACILITY  
REFERENCE DESIGN  
BOUNDARY KEY PLAN

FILE No. 17261 SHEET 4 OF 7  
STATUS: REFERENCE DESIGN REVISION

CV0405185



**KEY PLAN**  
NTS

**LEGEND**

- PPP MAINTENANCE FACILITY
  - RAILCORP WORKS
  - - - MAINTRAIN WORKS
  - EXISTING TRACK
  - - - LEASE BOUNDARY
  - - - LICENCE BOUNDARY
- 
- LEASE AREA
  - CARPARK AREA
  - PEDESTRIAN CROSSING AREA
  - FUTURE RAILCORP FACILITY AREAS
  - MAINTENANCE FACILITY ACCESS AREAS

THE MAINTENANCE FACILITY ACCESS AREAS EXTEND TO THE WESTERMOST SIGNALLING EQUIPMENT INSTALLED BY PPP Co.

CENTRAL WAREHOUSE BOUNDARY LINE

07	09.11.06	REFERENCE DESIGN REVISION		
06	10.10.06	REFERENCE DESIGN REVISION		
05	09.10.06	REFERENCE DESIGN REVISION		
04	04.10.06	REFERENCE DESIGN REVISION		
03	29.09.06	REFERENCE DESIGN REVISION		
02	20.07.06	REFERENCE DESIGN ISSUE		
08	30.11.06	REFERENCE DESIGN REVISED		

AMD	REFERENCE	DESCRIPTION	VERIFIED SIGN/DATE	APPROVED SIGN/DATE

**Connell Wagner** DRAWN AB  
 DESIGNED DK  
 DRG CHECK ARTS  
 DESIGN CHECK PR  
 APPROVED \_\_\_\_\_

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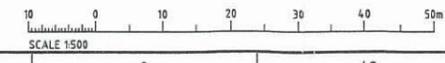
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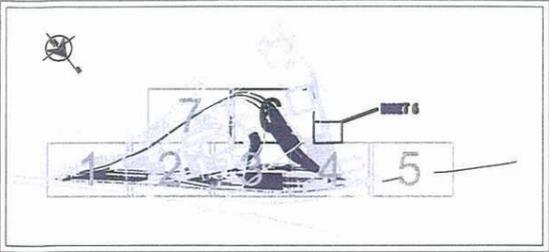
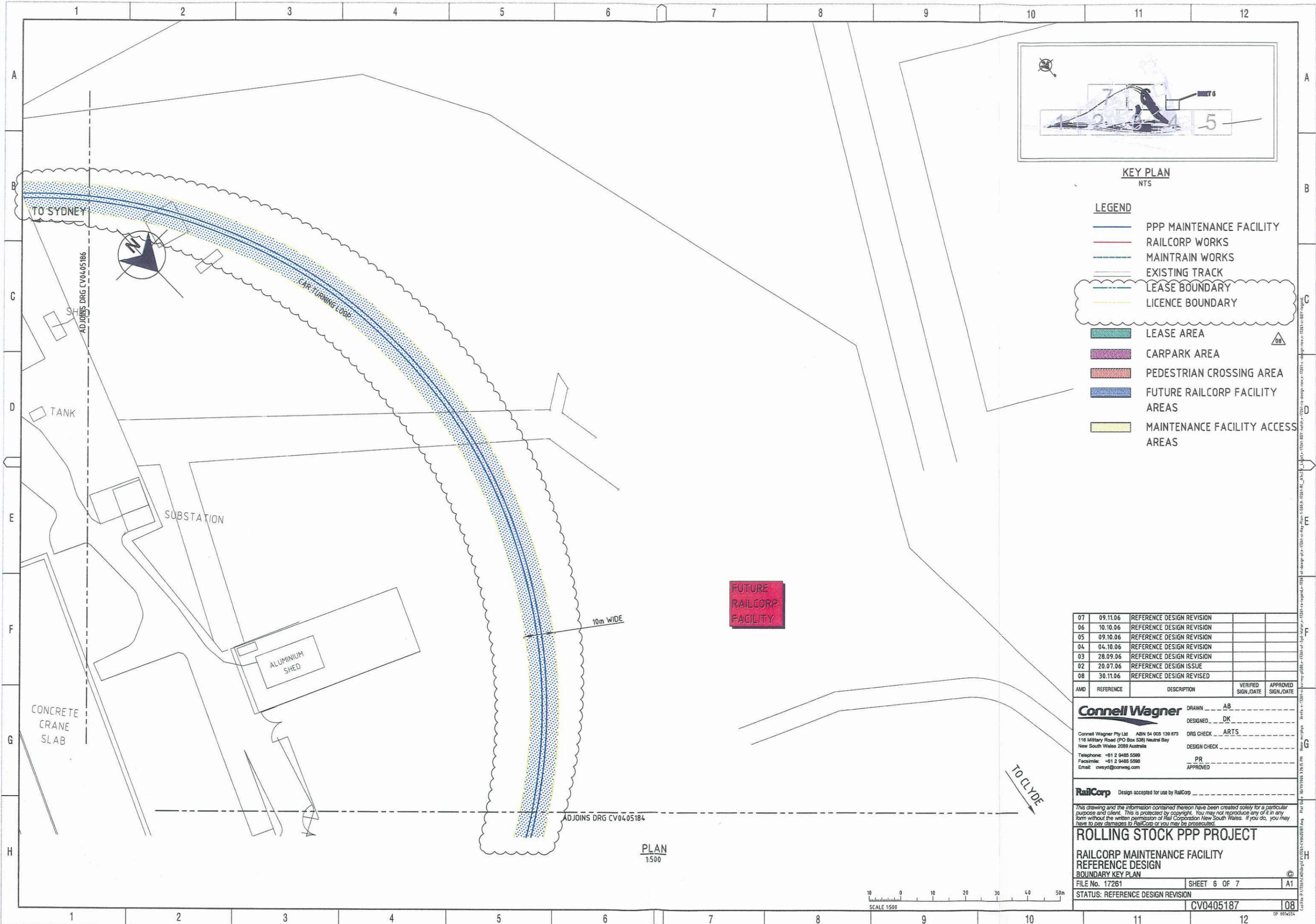
**ROLLING STOCK PPP PROJECT**

**RAILCORP MAINTENANCE FACILITY  
REFERENCE DESIGN  
BOUNDARY KEY PLAN**

FILE No. 17261	SHEET 5 OF 7	A1
STATUS: REFERENCE DESIGN REVISION		
CVO405186		08

PLAN  
1:500





KEY PLAN  
NTS

LEGEND

- PPP MAINTENANCE FACILITY
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04	04.10.06	REFERENCE DESIGN REVISION		
03	28.09.06	REFERENCE DESIGN REVISION		
02	20.07.06	REFERENCE DESIGN ISSUE		
08	30.11.06	REFERENCE DESIGN REVISION		

AMD	REFERENCE	DESCRIPTION	VERIFIED SIGN./DATE	APPROVED SIGN./DATE

**Connell Wagner** DRAWN AB  
 DESIGNED DK  
 DRG CHECK ARTS  
 DESIGN CHECK PR  
 APPROVED

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**ROLLING STOCK PPP PROJECT**

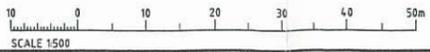
**RAILCORP MAINTENANCE FACILITY REFERENCE DESIGN BOUNDARY KEY PLAN**

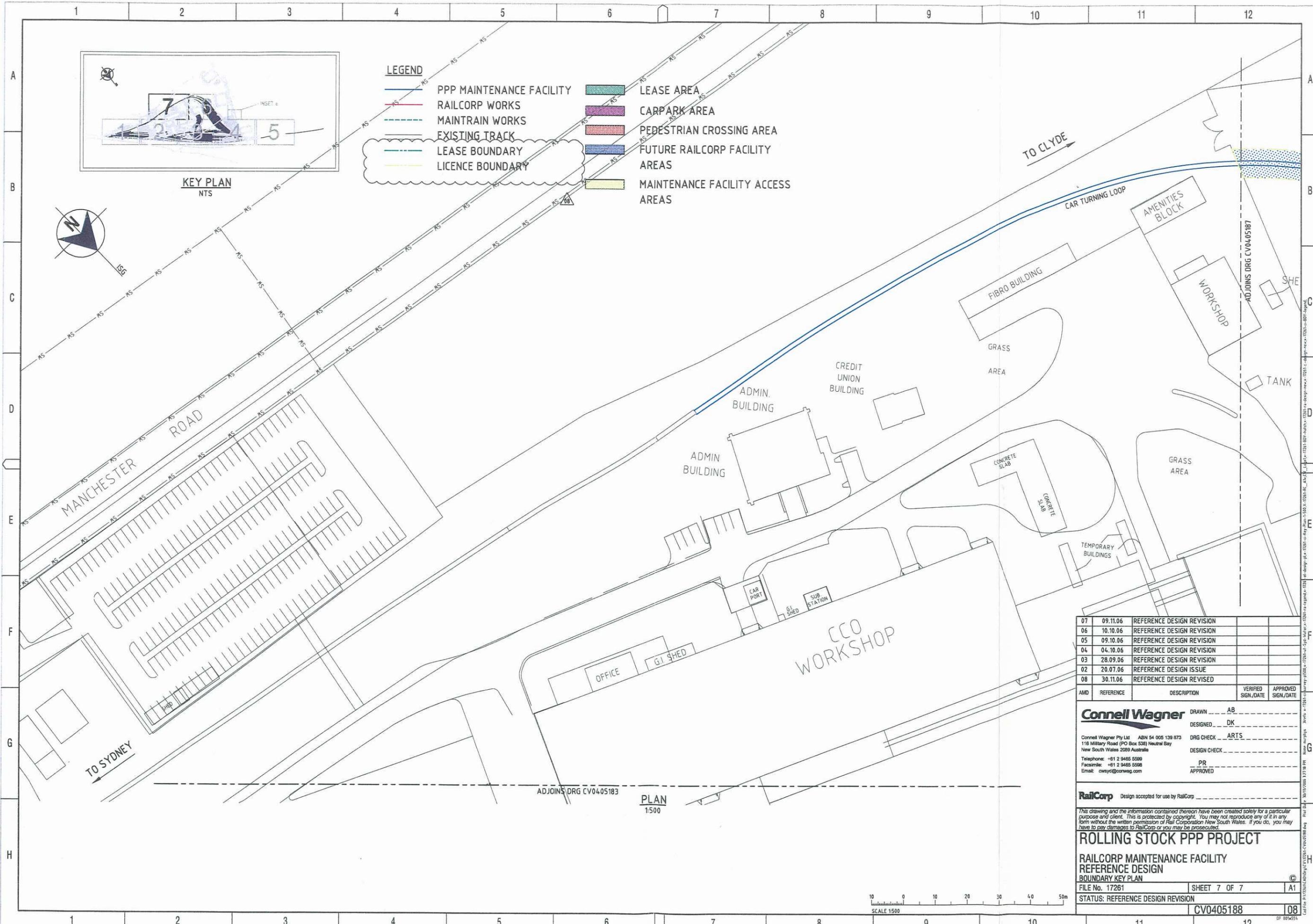
FILE No. 17261 SHEET 6 OF 7 A1

STATUS: REFERENCE DESIGN REVISION

CV0405187 08

PLAN  
1:500





07	09.11.06	REFERENCE DESIGN REVISION		
06	10.10.06	REFERENCE DESIGN REVISION		
05	09.10.06	REFERENCE DESIGN REVISION		
04	04.10.06	REFERENCE DESIGN REVISION		
03	28.09.06	REFERENCE DESIGN REVISION		
02	20.07.06	REFERENCE DESIGN ISSUE		
08	30.11.06	REFERENCE DESIGN REVISED		
AMD	REFERENCE	DESCRIPTION	VERIFIED SIGN/DATE	APPROVED SIGN/DATE
		<b>Connell Wagner</b>	DRAWN	AB
			DESIGNED	DK
		Connell Wagner Pty Ltd ABN 54 005 139 873 116 Military Road (PO Box 538) Neutral Bay New South Wales 2089 Australia	DRG CHECK	ARTS
		Telephone: +61 2 9465 5599 Facsimile: +61 2 9465 5598 Email: cwsyd@connwag.com	DESIGN CHECK	
			PR	
			APPROVED	
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<b>ROLLING STOCK PPP PROJECT</b>				
<b>RAILCORP MAINTENANCE FACILITY</b>				
<b>REFERENCE DESIGN</b>				
<b>BOUNDARY KEY PLAN</b>				
FILE No. 17261	SHEET 7 OF 7			© A1
STATUS: REFERENCE DESIGN REVISION				
CV0405188				08



Executed as a deed.

Signed for and on behalf of Rail Corporation  
New South Wales in the presence of:



Signature of Witness

Owen John Hayford

Name of Witness in full

  
Signature

~~Executed by Reliance Rail Pty Limited as  
trustee of the Reliance Rail Trust by or in the  
presence of:~~

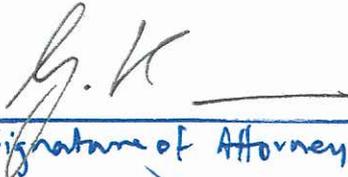
~~Signature of Director~~

~~Name of Director in full~~

~~Signature of Secretary/other Director~~

~~Name of Secretary/other Director in full~~

Signed, sealed and delivered for and  
on behalf of Reliance Rail Pty Limited  
in its capacity as trustee of the Reliance  
Rail Trust by Greg Pauline  
its Attorney Under Power of Attorney  
dated 24 November 2006 and the  
Attorney declares that the Attorney has  
not received any notice of revocation  
of such Power of Attorney, in the presence  
of:

  
Signature of Attorney  
Signature of Witness

Matthew Stott

Name of Witness in full