

Schedule 19 – Form of Collateral Warranty Deeds

(clause 1.1 and 17.5)

Part A – SBT Contract - Form of Collateral Warranty Deed

THIS DEED POLL is made on the day of 20

BY: CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 2, 177 Pacific Highway, North Sydney NSW 2060 and Ghella Pty Ltd (ABN 85 142 392 461) of Level 12, 2 Elizabeth Plaza, North Sydney NSW 2060 (**SBT Contractor**)

IN FAVOUR OF: Parklife Metro Pty Ltd (ACN 657 249 682) of Rialto Tower South, Level 43, 525 Collins Street, Melbourne VIC 3000, in its personal capacity and in its capacity as trustee of the Parklife Metro Unit Trust (**OpCo**)

Recitals

- A Sydney Metro ABN 12 354 063 515 (**Principal**) and OpCo have entered, or will enter, into a deed for the provision of the OpCo Works and the performance of various services, including in particular the operation and maintenance of Sydney Metro - Western Sydney Airport (**OpCo Project Deed**).
- B The Principal and the SBT Contractor have entered into the deed titled "Sydney Metro - Western Sydney Airport, Station Boxes and Tunnelling Works Design and Construction Deed" (Contract No: WSA-200-SBTJ) dated 21 December 2021) (**SBT Contract**) under which the SBT Contractor is required to design, construct and handover to the Principal the Works as defined in the SBT Contract (**Works**).
- C The SBT Contractor has agreed under the SBT Contract to provide this deed poll to OpCo in respect of the Works.

This deed poll provides:

1. The SBT Contractor represents and warrants to OpCo that the Works will be free from any Defect (**Defect**) (as defined and interpreted in accordance with the SBT Contract).
2. OpCo may, during the applicable Defects Correction Period (as defined and interpreted in the SBT Contract), give notice to the SBT Contractor requiring the SBT Contractor to remedy any Defect which the SBT Contractor is required to remedy under the SBT Contract (**Breach Notice**).
3. The Breach Notice may set out the time within which the breach must be remedied (which period must be reasonable having regard to the nature and extent of the breach).
4. Following receipt of a Breach Notice under clause 2, the SBT Contractor must remedy the breach at its own cost within the time period stated in the Breach Notice (or, if no period is stated, within a reasonable period).
5. If the SBT Contractor does not comply with clause 4, then:
 - (a) OpCo may remedy the Defect or arrange for others to do so; and
 - (b) subject to clause 7 and clause 8, OpCo may recover from the SBT Contractor all costs and expenses suffered or incurred by OpCo in remedying the Defect.
6. Subject to clause 7 and clause 8, clause 2 to clause 5 do not limit OpCo's rights against the SBT Contractor to damages for breach of the representation and warranty in clause 1.
7. The SBT Contractor's liability to OpCo under this deed poll and the SBT Contractor's liability to the Principal under the SBT Contract will not (in the aggregate) exceed the liability which the SBT Contractor would have had under the SBT Contract if the SBT Contract had named, as Principal, OpCo and the Principal jointly and severally.
8. The SBT Contractor's liability to OpCo under this deed poll:

- (a) is limited to OpCo's direct costs and expenses of remedying Defects arising in breach of the representation and warranty in clause 1;
 - (b) for the avoidance of doubt, excludes any liability to OpCo for any performance related deductions made by the Principal from payments to OpCo under the OpCo Project Deed as a consequence of any Defect; and
 - (c) is subject to the same defences, limitations of liability, and qualifications on and exclusions of such limitations of liability, as are specified in the SBT Contract.
9. The SBT Contractor acknowledges and agrees that:
- (a) this deed poll is for the benefit of OpCo;
 - (b) this document operates as a deed poll and is enforceable against the SBT Contractor in accordance with its terms by OpCo, even though OpCo is not a party to this deed poll;
 - (c) this deed poll may not be revoked or otherwise modified by the SBT Contractor without the prior written consent of OpCo; and
 - (d) no conduct of OpCo (including a failure to exercise, or delay in exercising a right) operates as a waiver of its rights or otherwise prevents the exercise of its rights under this deed poll, unless OpCo has notified the SBT Contractor in writing that it has waived its rights under this clause 9(d).
10. Where the SBT Contractor wishes to dispute that an alleged Defect is a Defect, or a Defect for which the SBT Contractor is responsible under this deed poll:
- (a) the SBT Contractor must give written notice to OpCo (**Disputed Defect Notice**) stating that it wishes to raise a dispute in respect of the Defect including details of the SBT Contractor's reasons and the position the SBT Contractor believes is correct;
 - (b) during the Defects Correction Period (as defined and interpreted in accordance with the SBT Contract):
 - (i) the SBT Contractor's Disputed Defect Notice must be given within 20 Business Days of the date of OpCo's Breach Notice or any notice of claim by OpCo for breach of the representation and warranty in clause 1 (with a copy to each of the Principal and the Independent Certifier (as that term is defined under the SBT Contract));
 - (ii) the dispute will be determined by the Independent Certifier within 20 Business Days of receipt of the notice from the SBT Contractor; and
 - (iii) the determination of the Independent Certifier under this clause 10(b) is final and binding, in the absence of manifest error; and
 - (c) following the expiry of the Defects Correction Period (as defined and interpreted in accordance with the SBT Contract):
 - (i) the SBT Contractor's Disputed Defects Notice must be given within 20 Business Days of the date of any notice of claim by OpCo for breach of the representation and warranty in clause 1 (with a copy to the Principal);
 - (ii) the expert determination process described in clause 25.5 of the SBT Contract will apply to determine the matters in dispute as if all references in that clause to the parties refers to OpCo and the SBT Contractor; and
 - (iii) clause 25.6 of the SBT Contract will not apply and the determination of the expert is final and binding, in the absence of manifest error.
11. OpCo may, at any time, assign (in whole or in part) or otherwise deal with its rights under this deed poll with the consent of the SBT Contractor (not to be unreasonably withheld).
12. This deed poll is governed by the laws of New South Wales.
13. This deed poll may not be revoked or otherwise modified without the prior written consent of OpCo.

Part B – SCAW Contract – Form of Collateral Warranty Deed

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

BY: CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 2, 177 Pacific Highway, North Sydney NSW 2060 and United Infrastructure Pty Limited (ABN 39 634 541 807) of Suite 45, 26-32 Pirrama Road, Pyrmont NSW 2009 (**SCAW Contractor**)

IN FAVOUR OF: Parklife Metro Pty Ltd (ACN 657 249 682) of Rialto Tower South, Level 43, 525 Collins Street, Melbourne VIC 3000, in its personal capacity and in its capacity as trustee of the Parklife Metro Unit Trust (**OpCo**)

Recitals

- A Sydney Metro ABN 12 354 063 515 (**Principal**) and OpCo have entered, or will enter, into a deed for the provision of the OpCo Works and the performance of various services, including in particular the operation and maintenance of Sydney Metro - Western Sydney Airport (**OpCo Project Deed**).
- B The Principal and the SCAW Contractor have entered into the deed titled "Sydney Metro - Western Sydney Airport, Surface and Civil Alignment Works Design and Construction Deed" (Contract No: WSA-300-SCAW) dated 1 March 2022 (**SCAW Contract**) under which the SCAW Contractor is required to design, construct and handover to the Principal the Works as defined in the SCAW Contract (**Works**).
- C The SCAW Contractor has agreed under the SCAW Contract to provide this deed poll to OpCo in respect of the Works.

This deed poll provides:

1. The SCAW Contractor represents and warrants to OpCo that the Works will be free from any Defect (**Defect**) (as defined and interpreted in accordance with the SCAW Contract).
2. OpCo may, during the applicable Defects Correction Period (as defined and interpreted in the SCAW Contract), give notice to the SCAW Contractor requiring the SCAW Contractor to remedy any Defect which the SCAW Contractor is required to remedy under the SCAW Contract (**Breach Notice**).
3. The Breach Notice may set out the time within which the breach must be remedied (which period must be reasonable having regard to the nature and extent of the breach).
4. Following receipt of a Breach Notice under clause 2, the SCAW Contractor must remedy the breach at its own cost within the time period stated in the Breach Notice (or, if no period is stated, within a reasonable period).
5. If the SCAW Contractor does not comply with clause 4, then:
 - (a) OpCo may remedy the Defect or arrange for others to do so; and
 - (b) subject to clause 7 and clause 8, OpCo may recover from the SCAW Contractor all costs and expenses suffered or incurred by OpCo in remedying the Defect.
6. Subject to clause 7 and clause 8, clause 2 to clause 5 do not limit OpCo's rights against the SCAW Contractor to damages for breach of the representation and warranty in clause 1.
7. The SCAW Contractor's liability to OpCo under this deed poll and the SCAW Contractor's liability to the Principal under the SCAW Contract will not (in the aggregate) exceed the liability which the SCAW Contractor would have had under the SCAW Contract if the SCAW Contract had named, as Principal, OpCo and the Principal jointly and severally.

8. The SCAW Contractor's liability to OpCo under this deed poll:
- (a) is limited to OpCo's direct costs and expenses of remedying Defects arising in breach of the representation and warranty in clause 1;
 - (b) for the avoidance of doubt, excludes any liability to OpCo for any performance related deductions made by the Principal from payments to OpCo under the OpCo Project Deed as a consequence of any Defect; and
 - (c) is subject to the same defences, limitations of liability, and qualifications on and exclusions of such limitations of liability, as are specified in the SCAW Contract.
9. The SCAW Contractor acknowledges and agrees that:
- (a) this deed poll is for the benefit of OpCo;
 - (b) this document operates as a deed poll and is enforceable against the SCAW Contractor in accordance with its terms by OpCo, even though OpCo is not a party to this deed poll;
 - (c) this deed poll may not be revoked or otherwise modified by the SCAW Contractor without the prior written consent of OpCo; and
 - (d) no conduct of OpCo (including a failure to exercise, or delay in exercising a right) operates as a waiver of its rights or otherwise prevents the exercise of its rights under this deed poll, unless OpCo has notified the SCAW Contractor in writing that it has waived its rights under this clause 9(d).
10. Where the SCAW Contractor wishes to dispute that an alleged Defect is a Defect, or a Defect for which the SCAW Contractor is responsible under this deed poll:
- (a) the SCAW Contractor must give written notice to OpCo (**Disputed Defect Notice**) stating that it wishes to raise a dispute in respect of the Defect including details of the SCAW Contractor's reasons and the position the SCAW Contractor believes is correct;
 - (b) during the Defects Correction Period (as defined and interpreted in accordance with the SCAW Contract):
 - (i) the SCAW Contractor's Disputed Defect Notice must be given within 20 Business Days of the date of OpCo's Breach Notice or any notice of claim by OpCo for breach of the representation and warranty in clause 1 (with a copy to each of the Principal and the Independent Certifier (as that term is defined under the SCAW Contract));
 - (ii) the dispute will be determined by the Independent Certifier within 20 Business Days of receipt of the notice from the SCAW Contractor; and
 - (iii) the determination of the Independent Certifier under this clause 10(b) is final and binding, in the absence of manifest error; and
 - (c) following the expiry of the Defects Correction Period (as defined and interpreted in accordance with the SCAW Contract):
 - (i) the SCAW Contractor's Disputed Defects Notice must be given within 20 Business Days of the date of any notice of claim by OpCo for breach of the representation and warranty in clause 1 (with a copy to the Principal);
 - (ii) the expert determination process described in clause 25.5 of the SCAW Contract will apply to determine the matters in dispute as if all references in that clause to the parties refers to OpCo and the SCAW Contractor; and
 - (iii) clause 25.6 of the SCAW Contract will not apply and the determination of the expert is final and binding, in the absence of manifest error.
11. OpCo may, at any time, assign (in whole or in part) or otherwise deal with its rights under this deed poll with the consent of the SCAW Contractor (not to be unreasonably withheld).
12. This deed poll is governed by the laws of New South Wales.
13. This deed poll may not be revoked or otherwise modified without the prior written consent of OpCo.