

## INSTRUMENT OF SUB-DELEGATION OF ROAD DELIVERY FUNCTIONS TO THE D&C CONTRACTOR

### NORTH EAST LINK PROJECT – CENTRAL PACKAGE

1. I, Paul Yerondais, CEO of Spark North East Link Pty Limited as trustee of the Spark North East Link Trust (ACN 633 649 439) as the project contractor (Project Contractor) for the Central Package PPP of the North East Link Project, a declared project for which designation of the project area in accordance with Part 4 of the Major Transport Projects Facilitation Act 2009 (the Act) occurred on 5 February 2020, HEREBY SUBDELEGATE, pursuant to section 106 of the Act and as authorised by the Instrument of Delegation under section 105 dated 6 December 2021 delegating the road functions to the Project Contractor and consented to by the Project Minister by notice dated 29 November 2021, to The unincorporated joint venture, comprising Webuild S.p.A (ARBN 159 573 896), GS Engineering & Construction Australia Pty Ltd (ACN 147 919 328), CPB Contractors Pty Ltd (ACN 000 893 667) and China Construction Oceania Pty Ltd (ACN 609 403 536) (the D&C Contractor) such road functions (as defined in the Act) as may be delegated to the Project Contractor by the Department of Transport, as project authority, under section 105 of the Act (Road Functions).
2. This delegation is subject to the conditions and limitations that apply to the performance of Road Functions by the Project Authority under Subdivisions 1 and 3 of Division 8 of Part 6 of the Act and additionally to the following conditions and limitations:
  - a. the D&C Contractor must not sub-delegate any Road Function; and
  - b. the D&C Contractor must give the Project Contractor at least nine days' notice in writing (or by any other means of notification specified in an agreement between the Project Contractor and D&C Contractor) of its intention to perform a Road Function; and
  - c. the D&C Contractor must pay or reimburse, upon demand from the Project Contractor, any compensation that is payable to a person under section 191, section 191A or section 192 of the Act; and
  - d. the D&C Contractor must not exercise Road Functions except to the extent permitted by, and in accordance with, the D&C Project Documents (including in any Annexure, Schedule or Attachment to the D&C Project Documents); and
  - e. the D&C Contractor's performance of Road Functions is subject to the direction and control of the Project Minister.
3. This delegation does not limit:
  - a. the powers of the Project Authority to perform Road Functions or to perform functions or exercise powers under the Act or any other Act;
  - b. the powers of the State to perform any of the functions and exercise any of the rights, powers and discretions of the State in the State Project Documents (including in any Annexure, Schedule or Attachment to the State Project Documents).
4. Nothing in this delegation derogates from or limits any obligation of the D&C Contractor under any D&C Project Document (including in any Annexure, Schedule or Attachment to a D&C Project Document).
5. This delegation commences on the date it is made and continues until the Date of NEL Opening unless revoked earlier.

6. The terms "Date of NEL Opening", "D&C Contractor" and "D&C Project Documents" have the meaning given to them in the North East Link Primary Package D&C Contract executed on 27 October 2021 between the Project Contractor and D&C Contractor.

DATED: 14 December 2021



Paul Yerondais  
Spark Project Representative & CEO