

OUTCOME DETAILS

**Supreme Court - Civil
at Supreme Court Sydney
on 25 September 2020**

**2019/00232749-001 / Summons: Terry Williamson v SYDNEY OLYMPIC PARK
AUTHORITY trading as Sydney Olympic Park Authority
VERDICT ORDER OR DIRECTION**

I make the orders in the document entitled Short Minutes of Order dated today's date and placed with the papers.

SHORT MINUTES OF ORDER
TERMS OF ORDER .MADE. BY THE COURT

Definitions:

SOPA means Sydney Olympic Park Authority (ABN 68 010 941 405), the First Defendant and Cross Claimant to the First Cross-Claim.

AAD means Australia Avenue Developments Pty Ltd {ACN 104 573 391}, the First Cross Defendant to the First Cross Claim and First Cross Claimant to the Fifth Cross Claim.

Ecove means Ecove Group Pty Ltd (ACN 065 207 918), the Second Cross Defendant to the First Cross Claim and Second Cross Claimant to the Fifth Cross Claim.

Icon Co (NSW) means Icon Co (NSW) Pty Ltd (ACN 604 790 409), the Third Cross Defendant to the First Cross Claim, Cross Claimant to the Second Cross Claim, Second Cross Defendant to the Third Cross Claim, Cross Claimant to the Fourth Cross Claim and First Cross Defendant to the Fifth Cross Claim.

Kajima Australia means Kajima Australia Pty Ltd {ACN 604 351 966}, the Second Cross Defendant to the Fifth Cross Claim.

Icon Co means Icon Co Pty Ltd {ACN 604 136 683}, the Third Cross Defendant to the Fifth Cross Claim.

WSP means WSP Structures Pty Ltd (ABN 78006769339), the Cross-Defendant to the Second Cross Claim, Cross-Claimant to the Third Cross Claim and Cross-Defendant to the Sixth Cross Claim.

Evolution means Evolution Precast Systems Pty Ltd (ABN 17 608136 518), the Cross-Defendant to the Third Cross Claim, Cross-Defendant to the Fourth Cross Claim and Cross-Claimant to the Sixth Cross-Claim.

The Court makes the following orders:

1 The directions hearing listed on 25 September 2020 be vacated.

2 Icon Co (NSW), Kajima Australia and Icon Co to file and serve a Commercial List Response to AAD and Ecove's Fifth Commercial List Cross-Claim Statement by 2 October 2020.

3 AAD and Ecove are to serve any evidence on liability they intend to rely on:

a. in response to SOPA's claim; and

b. in chief in the Fifth Cross Claim, by 16 October 2020.
4 Icon Co (NSW) to serve by 30 October 2020 any proposed:

- a. Amended Second Cross Summons and Amended Second Commercial List Cross-Claim Statement; and
- b. Amended Fourth Cross Summons and Amended Fourth Commercial List Cross-Claim Statement.

5 WSP to indicate whether it consents to any such proposed Amended Second Cross Summons and Amended Second Commercial List Cross-Claim Statement being filed, including its position as to costs thrown away, by 13 November 2020.

6 Evolution to indicate whether it consents to any such proposed Amended Fourth Cross Summons and Amended Fourth Commercial List Cross-Claim Statement being filed, including its position as to costs thrown away, by 13 November 2020.

7 Icon Co (NSW) to serve any evidence on liability it intends to rely on:

- a. in response to SOPA's claim; and
- b. in chief in the Second Cross Claim and Fourth Cross Claim, by 5 February 2021.

8 Icon Co (NSW), Kajima Australia and Icon Co are to serve any evidence on liability they intend to rely on in response to AAD and Ecove's claim in the Fifth Cross Claim by 5 February 2021.

9 The proceedings be listed for further directions on 12 February 2021.

Security for costs

10 The Plaintiffs provide security for SOPA's costs in the form of deeds of indemnity, substantially in the form of the draft deeds of indemnity from PartnerRe Ireland Insurance DAC and Hiscox Insurance Company Limited which are Annexures A and B to these orders, in the amount of:

- a. \$500,000 within 28 days of the date of this order being made;
- b. \$400,000 within 28 days of the close of evidence as to liability in all claims filed in the Proceeding;
- c. \$200,000 within 28 days of the close of evidence as to quantum in all claims filed in the Proceeding; and
- d. \$400,000 to be provided within 28 days of the conclusion of mediation in the Proceeding;

with the amount of security in each tranche to be provided 50% by deed of indemnity from PartnerRe Ireland Insurance DAC and 50% by deed of indemnity from Hiscox Insurance Company Limited.

11 The Plaintiffs pay the sum of \$80,000 into the Court, such sum being available to SOPA for the sole purpose of covering the enforcement costs of the deeds of indemnity in Ireland and the United Kingdom, and such sum is to be returned to the Plaintiffs (together with any interest) within 28 days of a settlement of the proceeding or a judgment in favour of the Plaintiffs.

12 If the Plaintiffs do not comply with orders 10 and 11 within 28 days of the specified date for payment, the Proceeding is stayed until further order of the Court.

13 Liberty to apply on three days' notice.

Annexure A

Draft Deed of Indemnity from PartnerRe Ireland Insurance DAC

DEED OF INDEMNITY

THIS DEED OF INDEMNITY IS MADE ON 2020

1. Definitions:

Business Day means a day on which banks are generally open in the City of London for the transaction of normal banking business (other than a Saturday).

2. Partner Re Ireland Insurance DAC of 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 hereby unconditionally and irrevocably undertakes to pay to Sydney Olympic Park Authority (ABN 68 010 941

405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay in respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales in proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings").

3. The payment or payments will be made by Partner Re Ireland Insurance DAC within 7 Business Days of receipt by Partner Re Ireland Insurance DAC of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Partner Re Ireland Insurance DAC shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Partner Re Ireland Insurance DAC ("Interest").

5. Partner Re Ireland Insurance DAC total liability under this Deed shall not exceed the lesser of either 50% of the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].

6. Partner Re Ireland Insurance DAC shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Partner Re Ireland Insurance DAC fails to pay any amount in accordance with clause 2 of this Deed,

Partner Re Ireland Insurance DAC hereby unconditionally and irrevocably undertakes:

a. to consent to judgment being entered against it in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");

b. to consent to the Australian Judgment being registered in the High Court of Ireland;

c. not to seek to set aside the registration of the Australian judgment in the High Court of Ireland; and

d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the Republic of Ireland.

8. Partner Re Ireland Insurance DAC shall be deemed to be a principal debtor and not merely a surety and, accordingly, Partner Re Ireland Insurance DAC shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).

9. This Deed of indemnity shall be In addition to and not in substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Partner Re Ireland Insurance DAC may not assign or transfer any of its rights or obligations under the Deed.

11. This Deed of Indemnity shall be governed by and construed in accordance with the laws in force in New South Wales and shall be subject to the exclusive jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Partner Re Ireland Insurance DAC, of PartnerRe, 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 for the attention of FAO Nfamh Freeman (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said branch office of Partner Re Ireland Insurance DAC in Dublin, Ireland.

Signed as a deed by [INPUT CONTACT NAME] for Partner Re Ireland Insurance DAC acting by an authorised signatory

Signature:

for Partner Re Ireland Insurance DAC

In the presence of:

Name (BLOCK CAPITALS)

Address

Date

Annexure B

Draft Deed of Indemnity from Hiscox Insurance Company Limited

DEED OF INDEMNITY

THIS DEED OF INDEMNITY IS MADE ON 2020

1. Definitions:

Business Day means a day on which banks are generally open in the City of London for the transaction of normal banking business (other than a Saturday),

2. Hiscox Insurance Company Limited (c/o Litica Ltd, 87-91 Newman Street, London W1Y 3EY) hereby unconditionally and irrevocably undertakes to pay to Sydney Olympic Park Authority (ABN 68 010 941

405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay in respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales in proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings"),

3. The payment or payments will be made by Hiscox Insurance Company Limited within 7 Business Days of receipt by Hiscox Insurance Company Limited of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Hiscox Insurance Company Limited shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Hiscox Insurance Company Limited ("Interest").

5. Hiscox Insurance Company limited total liability under this Deed shall not exceed the lesser of either 50% of the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].

6. Hiscox Insurance Company Limited shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Hiscox Insurance Company Limited falls to pay any amount in accordance with clause 2 of this Deed, Hiscox Insurance Company Limited hereby unconditionally and irrevocably undertakes:

- a. to consent to judgment being entered against it in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");
- b. to consent to the Australian Judgment being registered in the High Court under the Foreign Judgments (Reciprocal Enforcement) Act 1933 (UK);
- c. not to seek to set aside the registration of the Australian judgment in the High Court; and
- d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the United Kingdom.

8. Hiscox Insurance Company Limited shall be deemed to be a principal debtor and not merely a surety and, accordingly, Hiscox Insurance Company Limited shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).

9. This Deed of Indemnity shall be in addition to and not in substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Hiscox Insurance Company Limited may not assign or transfer any of its rights or obligations under this Deed.

11. This Deed of Indemnity shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the exclusive Jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Hiscox Insurance Company Limited, c/- Utica Ltd 87-91 Newman Street, London W1Y 3EY for the attention of Steve Ruffle (email: steve.ruffle@latica.co.uk) (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said office of Hiscox Insurance Company Limited in the United Kingdom.

Signed as a deed by [INPUT CONTACT NAME] for Hiscox Insurance Company Limited acting by an authorised signatory

Signature:

for Hiscox Insurance Company Limited

in the presence of:

Name (BLOCK CAPITALS)

Address

Date

VERDICT ORDER OR DIRECTION

I make the orders in the document entitled Short Minutes of Order dated today's date and placed with the papers.

SHORT MINUTES OF ORDER TERMS OF ORDER .MADE. BY THE COURT

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1 The directions hearing listed on 25 September 2020 be vacated.

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3 AAD and Ecove are to serve any evidence on liability they intend to rely on:

a. in response to SOPA's claim; and

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4 Icon Co (NSW) to serve by 30 October 2020 any proposed:

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9 The proceedings be listed for further directions on 12 February 2021.

Security for costs

10 The Plaintiffs provide security for SOPA's costs in the form of deeds of indemnity, substantially in the form of the draft deeds of indemnity from PartnerRe Ireland Insurance DAC and Hiscox Insurance Company Limited which are Annexures A and B to these orders, in the amount of:

- a. \$500,000 within 28 days of the date of this order being made;
- b. \$400,000 within 28 days of the close of evidence as to liability in all claims filed in the Proceeding;
- c. \$200,000 within 28 days of the close of evidence as to quantum in all claims filed in the Proceeding; and
- d. \$400,000 to be provided within 28 days of the conclusion of mediation in the Proceeding;

with the amount of security in each tranche to be provided 50% by deed of indemnity from PartnerRe Ireland Insurance DAC and 50% by deed of indemnity from Hiscox Insurance Company Limited.

11 The Plaintiffs pay the sum of \$80,000 into the Court, such sum being available to SOPA for the sole purpose of covering the enforcement costs of the deeds of indemnity in Ireland and the United Kingdom, and such sum is to be returned to the Plaintiffs (together with any interest) within 28 days of a settlement of the proceeding or a judgment in favour of the Plaintiffs.

12 If the Plaintiffs do not comply with orders 10 and 11 within 28 days of the specified date for payment, the Proceeding is stayed until further order of the Court.

13 Liberty to apply on three days' notice.

Annexure A

Draft Deed of Indemnity from PartnerRe Ireland Insurance DAC

DEED OF INDEMNITY

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405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay In respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales In proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings").

3. The payment or payments will be made by Partner Re Ireland Insurance DAC within 7 Business Days of receipt by Partner Re Ireland Insurance DAC of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Partner Re Ireland Insurance DAC shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Partner Re Ireland Insurance DAC ("Interest").

5. Partner Re Ireland Insurance DAC total liability under this Deed shall not exceed the lesser of either 50% of _the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].

6. Partner Re Ireland Insurance DAC shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Partner Re Ireland Insurance DAC fails to pay any amount in accordance with clause 2 of this Deed,

Partner Re Ireland Insurance DAC hereby unconditionally and irrevocably undertakes:

a. to consent to judgment being entered against It in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");

b. to consent to the Australian Judgment being registered in the High Court of Ireland;

c. not to seek to set aside the registration of the Australian judgment in the High Court of Ireland; and

d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the Republic of Ireland.

8. Partner Re Ireland Insurance DAC shall be deemed to be a principal debtor and not merely a surety and, accordingly, Partner Re Ireland Insurance DAC shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).

9. This Deed of indemnity shall be In addition to and not in substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Partner Re Ireland Insurance DAC may not assign or transfer any of its rights or obligations under the Deed.

11. This Deed of Indemnity shall be governed by and construed in accordance with the laws in force in New South Wales and shall be subject to the exclusive jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Partner Re Ireland Insurance DAC, of PartnerRe, 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 for the attention of FAO Nfamh Freeman (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said branch office of Partner Re Ireland Insurance DAC in Dublin, Ireland.

Signed as a deed by [INPUT CONTACT NAME] for Partner Re Ireland Insurance DAC acting by an authorised signatory

Signature:

for Partner Re Ireland Insurance DAC

In the presence of:

Name (BLOCK CAPITALS)

Address

Date

Annexure B

Draft Deed of Indemnity from Hiscox Insurance Company Limited

DEED OF INDEMNITY

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405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay in respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales in proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings"),

3. The payment or payments will be made by Hiscox Insurance Company Limited within 7 Business Days of receipt by Hiscox Insurance Company Limited of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

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6. Hiscox Insurance Company Limited shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Hiscox Insurance Company Limited falls to pay any amount in accordance with clause 2 of this Deed, Hiscox Insurance Company Limited hereby unconditionally and irrevocably undertakes:

- a. to consent to judgment being entered against it in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");
- b. to consent to the Australian Judgment being registered in the High Court under the Foreign Judgments (Reciprocal Enforcement) Act 1933 (UK);
- c. not to seek to set aside the registration of the Australian judgment in the High Court; and
- d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the United Kingdom.

8. Hiscox Insurance Company Limited shall be deemed to be a principal debtor and not merely a surety and, accordingly, Hiscox Insurance Company Limited shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).

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Signed as a deed by [INPUT CONTACT NAME] for Hiscox Insurance Company Limited acting by an authorised signatory

Signature:

for Hiscox Insurance Company Limited

in the presence of:

Name (BLOCK CAPITALS)

Address

Date

**2019/00232749-004 / Cross Summons 003: WSP Structures Pty Ltd v EVOLUTION
PRECAST SYSTEMS PTY LTD
VERDICT ORDER OR DIRECTION**

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with the amount of security in each tranche to be provided 50% by deed of indemnity from PartnerRe Ireland Insurance DAC and 50% by deed of indemnity from Hiscox Insurance Company Limited.

11 The Plaintiffs pay the sum of \$80,000 into the Court, such sum being available to SOPA for the sole purpose of covering the enforcement costs of the deeds of indemnity in Ireland and the United Kingdom, and such sum is to be returned to the Plaintiffs (together with any interest) within 28 days of a settlement of the proceeding or a judgment in favour of the Plaintiffs.

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d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the Republic of Ireland.

8. Partner Re Ireland Insurance DAC shall be deemed to be a principal debtor and not merely a surety and, accordingly, Partner Re Ireland Insurance DAC shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant}.

9. This Deed of indemnity shall be In addition to and not in substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Partner Re Ireland Jnsurance DAC may not assign or transfer any of its rights or obligations under the Deed.

11. This Deed of Indemnity shall be govemed by and construed in accordance with the laws in force in New South Wales and shall be subject to the exclusive jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Partner Re Ireland Insurance DAC, of PartnerRe, 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 for the attention of FAO Nfamh Freeman (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said branch office of Partner Re Ireland Insurance DAC in Dublin, Ireland.

Signed as a deed by [INPUT CONTACT NAME] for Partner Re Ireland Insurance DAC acting by an authorised signatory

Signature:

for Partner Re Ireland Insurance DAC

In the presence of:

Name (BLOCK CAPITALS)

Address

Date

Annexure B

Draft Deed of Indemnity from Hiscox Insurance Company Limited

DEED OF INDEMNITY

THIS DEED OF INDEMNITY IS MADE ON 2020

1. Definitions:

Business Day means a day on which banks are generally open in the City of London for the transaction of normal banking business (other than a Saturday),

2. Hiscox Insurance Company Limited (c/o Litica Ltd, 87-91 Newman Street, London W1Y 3EY) hereby unconditionally and irrevocably undertakes to pay to Sydney Olympic Park Authority (ABN 68 010 941 405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay in respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales in proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings"),

3. The payment or payments will be made by Hiscox Insurance Company Limited within 7 Business Days of receipt by Hiscox Insurance Company Limited of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Hiscox Insurance Company Limited shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Hiscox Insurance Company Limited ("Interest").
5. Hiscox Insurance Company limited total liability under this Deed shall not exceed the lesser of either 50% of the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].
6. Hiscox Insurance Company Limited shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.
7. If Hiscox Insurance Company Limited falls to pay any amount in accordance with clause 2 of this Deed, Hiscox Insurance Company Limited hereby unconditionally and irrevocably undertakes:
- a. to consent to judgment being entered against it in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");
 - b. to consent to the Australian Judgment being registered in the High Court under the Foreign Judgments (Reciprocal Enforcement) Act 1933 (UK);
 - c. not to seek to set aside the registration of the Australian judgment in the High Court; and
 - d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the United Kingdom.
8. Hiscox Insurance Company Limited shall be deemed to be a principal debtor and not merely a surety and, accordingly, Hiscox Insurance Company Limited shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).
9. This Deed of Indemnity shall be in addition to and not in substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.
10. Hiscox Insurance Company Limited may not assign or transfer any of its rights or obligations under this Deed.
11. This Deed of Indemnity shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the exclusive Jurisdiction of the Courts of Australia.
12. All demands, notices and other communications hereunder shall be sent to Hiscox Insurance Company Limited, c/- Utica Ltd 87-91 Newman Street, London W1Y 3EY for the attention of Steve Ruffle (email: steve.ruffle@ltica.co.uk) (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said office of Hiscox Insurance Company Limited in the United Kingdom.
- Signed as a deed by [INPUT CONTACT NAME] for Hiscox Insurance Company Limited acting by an authorised signatory

Signature:

for Hiscox Insurance Company Limited

in the presence of:

Name (BLOCK CAPITALS)

Address

Date

**2019/00232749-006 / Cross Summons 005: Australia Avenue Developments Pty Ltd v
Icon Co (NSW) Pty Ltd
VERDICT ORDER OR DIRECTION**

I make the orders in the document entitled Short Minutes of Order dated today's date and placed with the papers.

**SHORT MINUTES OF ORDER
TERMS OF ORDER .MADE. BY THE COURT**

Definitions:

SOPA means Sydney Olympic Park Authority (ABN 68 010 941 405), the First Defendant and Cross Claimant to the First Cross-Claim.

AAD means Australia Avenue Developments Pty Ltd {ACN 104 573 391), the First Cross Defendant to the First Cross Claim and First Cross Claimant to the Fifth Cross Claim.

Ecove means Ecove Group Pty Ltd (ACN 065 207 918), the Second Cross Defendant to the First Cross Claim and Second Cross Claimant to the Fifth Cross Claim.

Icon Co (NSW) means Icon Co (NSW) Pty Ltd (ACN 604 790 409), the Third Cross Defendant to the First Cross Claim, Cross Claimant to the Second Cross Claim, Second Cross

Defendant to the Third Cross Claim, Cross Claimant to the Fourth Cross Claim and First Cross Defendant to the Fifth Cross Claim.

Kajima Australia means Kajima Australia Pty Ltd {ACN 604 351 966}, the Second Cross Defendant to the Fifth Cross Claim.

Icon Co means Icon Co Pty Ltd {ACN 604 136 683}, the Third Cross Defendant to the Fifth Cross Claim.

WSP means WSP Structures Pty Ltd (ABN 78006769339), the Cross-Defendant to the Second Cross Claim, Cross-Claimant to the Third Cross Claim and Cross-Defendant to the Sixth Cross Claim.

Evolution means Evolution Precast Systems Pty Ltd (ABN 17 608136 518), the Cross-Defendant to the Third Cross Claim, Cross-Defendant to the Fourth Cross Claim and Cross-Claimant to the Sixth Cross-Claim.

The Court makes the following orders:

1 The directions hearing listed on 25 September 2020 be vacated.

2 Icon Co (NSW), Kajima Australia and Icon Co to file and serve a Commercial List Response to AAD and Ecove's Fifth Commercial List Cross-Claim Statement by 2 October 2020.

3 AAD and Ecove are to serve any evidence on liability they intend to rely on:

a. in response to SOPA's claim; and

b. in chief in the Fifth Cross Claim, by 16 October 2020.

4 Icon Co (NSW) to serve by 30 October 2020 any proposed:

a. Amended Second Cross Summons and Amended Second Commercial List Cross-Claim Statement; and

b. Amended Fourth Cross Summons and Amended Fourth Commercial List Cross-Claim Statement.

5 WSP to indicate whether it consents to any such proposed Amended Second Cross Summons and Amended Second Commercial List Cross-Claim Statement being filed, including its position as to costs thrown away, by 13 November 2020.

6 Evolution to indicate whether it consents to any such proposed Amended Fourth Cross Summons and Amended Fourth Commercial List Cross-Claim Statement being filed, including its position as to costs thrown away, by 13 November 2020.

7 Icon Co (NSW) to serve any evidence on liability it intends to rely on:

a. in response to SOPA's claim; and

b. in chief in the Second Cross Claim and Fourth Cross Claim, by 5 February 2021.

8 Icon Co (NSW), Kajima Australia and Icon Co are to serve any evidence on liability they intend to rely on in response to AAD and Ecove's claim in the Fifth Cross Claim by 5 February 2021.

9 The proceedings be listed for further directions on 12 February 2021.

Security for costs

10 The Plaintiffs provide security for SOPA's costs in the form of deeds of indemnity, substantially in the form of the draft deeds of indemnity from PartnerRe Ireland Insurance DAC and Hiscox Insurance Company Limited which are Annexures A and B to these orders, in the amount of:

- a. \$500,000 within 28 days of the date of this order being made;
- b. \$400,000 within 28 days of the close of evidence as to liability in all claims filed in the Proceeding;
- c. \$200,000 within 28 days of the close of evidence as to quantum in all claims filed in the Proceeding; and
- d. \$400,000 to be provided within 28 days of the conclusion of mediation in the Proceeding;

with the amount of security in each tranche to be provided 50% by deed of indemnity from PartnerRe Ireland Insurance DAC and 50% by deed of indemnity from Hiscox Insurance Company Limited.

11 The Plaintiffs pay the sum of \$80,000 into the Court, such sum being available to SOPA for the sole purpose of covering the enforcement costs of the deeds of indemnity in Ireland and the United Kingdom, and such sum is to be returned to the Plaintiffs (together with any interest) within 28 days of a settlement of the proceeding or a judgment in favour of the Plaintiffs.

12 If the Plaintiffs do not comply with orders 10 and 11 within 28 days of the specified date for payment, the Proceeding is stayed until further order of the Court.

13 Liberty to apply on three days' notice.

Annexure A

Draft Deed of Indemnity from PartnerRe Ireland Insurance DAC

DEED OF INDEMNITY

THIS DEED OF INDEMNITY IS MADE ON 2020

1. Definitions:

Business Day means a day on which banks are generally open in the City of London for the transaction of normal banking business (other than a Saturday).

2. Partner Re Ireland Insurance DAC of 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 hereby unconditionally and irrevocably undertakes to pay to Sydney Olympic Park Authority (ABN 68 010 941

405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay in respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales in proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings").

3. The payment or payments will be made by Partner Re Ireland Insurance DAC within 7 Business Days of receipt by Partner Re Ireland Insurance DAC of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Partner Re Ireland Insurance DAC shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Partner Re Ireland Insurance DAC ("Interest").

5. Partner Re Ireland Insurance DAC total liability under this Deed shall not exceed the lesser of either 50% of the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].

6. Partner Re Ireland Insurance DAC shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Partner Re Ireland Insurance DAC fails to pay any amount in accordance with clause 2 of this Deed,

Partner Re Ireland Insurance DAC hereby unconditionally and irrevocably undertakes:

a. to consent to judgment being entered against It in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");

b. to consent to the Australian Judgment being registered in the High Court of Ireland;

c. not to seek to set aside the registration of the Australian judgment in the High Court of Ireland; and

d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the Republic of Ireland.

8. Partner Re Ireland Insurance DAC shall be deemed to be a principal debtor and not merely a surety and, accordingly, Partner Re Ireland Insurance DAC shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).

9. This Deed of indemnity shall be in addition to and not in substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Partner Re Ireland Insurance DAC may not assign or transfer any of its rights or obligations under the Deed.

11. This Deed of Indemnity shall be governed by and construed in accordance with the laws in force in New South Wales and shall be subject to the exclusive jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Partner Re Ireland Insurance DAC, of PartnerRe, 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 for the attention of FAO Nfamh Freeman (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said branch office of Partner Re Ireland Insurance DAC in Dublin, Ireland.

Signed as a deed by [INPUT CONTACT NAME] for Partner Re Ireland Insurance DAC acting by an authorised signatory

Signature:

for Partner Re Ireland Insurance DAC

In the presence of:

Name (BLOCK CAPITALS)

Address

Date

Annexure B

Draft Deed of Indemnity from Hiscox Insurance Company Limited

DEED OF INDEMNITY

THIS DEED OF INDEMNITY IS MADE ON 2020

1. Definitions:

Business Day means a day on which banks are generally open in the City of London for the transaction of normal banking business (other than a Saturday),

2. Hiscox Insurance Company Limited (c/o Litica Ltd, 87-91 Newman Street, London W1Y 3EY) hereby unconditionally and irrevocably undertakes to pay to Sydney Olympic Park Authority (ABN 68 010 941

405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay in respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales in proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings"),

3. The payment or payments will be made by Hiscox Insurance Company Limited within 7 Business Days of receipt by Hiscox Insurance Company Limited of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Hiscox Insurance Company Limited shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Hiscox Insurance Company Limited ("Interest").

5. Hiscox Insurance Company limited total liability under this Deed shall not exceed the lesser of either 50% of the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].

6. Hiscox Insurance Company Limited shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Hiscox Insurance Company Limited falls to pay any amount in accordance with clause 2 of this Deed, Hiscox Insurance Company Limited hereby unconditionally and irrevocably undertakes:

- a. to consent to judgment being entered against it in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");
- b. to consent to the Australian Judgment being registered in the High Court under the Foreign Judgments (Reciprocal Enforcement) Act 1933 {UK};
- c. not to seek to set aside the registration of the Australian judgment in the High Court; and
- d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the United Kingdom.

8. Hiscox Insurance Company Limited shall be deemed to be a principal debtor and not merely a surety and, accordingly, Hiscox Insurance Company Limited shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).

9. This Deed of Indemnity shall be in addition to and not In substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Hiscox Insurance Company Limited may not assign or transfer any of Its rights or obligations under this Deed.

11. This Deed of Indemnity shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the exclusive Jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Hiscox Insurance Company Limited, c/- Utica Ltd 87-91 Newman Street, London W1Y 3Ey for the attention of Steve Ruffle (email: steve.ruffle@latica.co.uk) (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said office of Hiscox Insurance Company Limited in the United Kingdom.

Signed as a deed by [INPUT CONTACT NAME] for Hiscox Insurance Company Limited acting by an authorised signatory

Signature:

for Hiscox Insurance Company Limited

in the presence of:

Name (BLOCK CAPITALS)

Address

Date

**2019/00232749-002 / Cross Summons 001: SYDNEY OLYMPIC PARK AUTHORITY
trading as Sydney Olympic Park Authority v Australia Avenue Developments Pty Ltd
VERDICT ORDER OR DIRECTION**

I make the orders in the document entitled Short Minutes of Order dated today's date and placed with the papers.

**SHORT MINUTES OF ORDER
TERMS OF ORDER .MADE. BY THE COURT**

Definitions:

SOPA means Sydney Olympic Park Authority (ABN 68 010 941 405), the First Defendant and Cross Claimant to the First Cross-Claim.

AAD means Australia Avenue Developments Pty Ltd {ACN 104 573 391}, the First Cross Defendant to the First Cross Claim and First Cross Claimant to the Fifth Cross Claim.

Ecove means Ecove Group Pty Ltd (ACN 065 207 918), the Second Cross Defendant to the First Cross Claim and Second Cross Claimant to the Fifth Cross Claim.

Icon Co (NSW) means Icon Co (NSW) Pty Ltd (ACN 604 790 409), the Third Cross Defendant to the First Cross Claim, Cross Claimant to the Second Cross Claim, Second Cross Defendant to the Third Cross Claim, Cross Claimant to the Fourth Cross Claim and First Cross Defendant to the Fifth Cross Claim.

Kajima Australia means Kajima Australia Pty Ltd {ACN 604 351 966}, the Second Cross Defendant to the Fifth Cross Claim.

Icon Co means Icon Co Pty Ltd {ACN 604 136 683}, the Third Cross Defendant to the Fifth Cross Claim.

WSP means WSP Structures Pty Ltd (ABN 78006769339), the Cross-Defendant to the Second Cross Claim, Cross-Claimant to the Third Cross Claim and Cross-Defendant to the Sixth Cross Claim.

Evolution means Evolution Precast Systems Pty Ltd (ABN 17 608136 518), the Cross-Defendant to the Third Cross Claim, Cross-Defendant to the Fourth Cross Claim and Cross-Claimant to the Sixth Cross-Claim.

The Court makes the following orders:

1 The directions hearing listed on 25 September 2020 be vacated.

2 Icon Co (NSW), Kajima Australia and Icon Co to file and serve a Commercial List Response to AAD and Ecove's Fifth Commercial List Cross-Claim Statement by 2 October 2020.

3 AAD and Ecove are to serve any evidence on liability they intend to rely on:

a. in response to SOPA's claim; and

b. in chief in the Fifth Cross Claim, by 16 October 2020.

4 Icon Co (NSW) to serve by 30 October 2020 any proposed:

a. Amended Second Cross Summons and Amended Second Commercial List Cross-Claim Statement; and

b. Amended Fourth Cross Summons and Amended Fourth Commercial List Cross-Claim Statement.

5 WSP to indicate whether it consents to any such proposed Amended Second Cross Summons and Amended Second Commercial List Cross-Claim Statement being filed, including its position as to costs thrown away, by 13 November 2020.

6 Evolution to indicate whether it consents to any such proposed Amended Fourth Cross Summons and Amended Fourth Commercial List Cross-Claim Statement being filed, including its position as to costs thrown away, by 13 November 2020.

7 Icon Co (NSW) to serve any evidence on liability it intends to rely on:

a. in response to SOPA's claim; and

b. in chief in the Second Cross Claim and Fourth Cross Claim, by 5 February 2021.

8 Icon Co (NSW), Kajima Australia and Icon Co are to serve any evidence on liability they intend to rely on in response to AAD and Ecove's claim in the Fifth Cross Claim by 5 February 2021.

9 The proceedings be listed for further directions on 12 February 2021.

Security for costs

10 The Plaintiffs provide security for SOPA's costs in the form of deeds of indemnity, substantially in the form of the draft deeds of indemnity from PartnerRe Ireland Insurance DAC and Hiscox Insurance Company Limited which are Annexures A and B to these orders, in the amount of:

a. \$500,000 within 28 days of the date of this order being made;

b. \$400,000 within 28 days of the close of evidence as to liability in all claims filed in the Proceeding;

c. \$200,000 within 28 days of the close of evidence as to quantum in all claims filed in the Proceeding; and

d. \$400,000 to be provided within 28 days of the conclusion of mediation in the Proceeding;

with the amount of security in each tranche to be provided 50% by deed of indemnity from PartnerRe Ireland Insurance DAC and 50% by deed of indemnity from Hiscox Insurance Company Limited.

11 The Plaintiffs pay the sum of \$80,000 into the Court, such sum being available to SOPA for the sole purpose of covering the enforcement costs of the deeds of indemnity in Ireland and the United Kingdom, and such sum is to be returned to the Plaintiffs (together with any interest) within 28 days of a settlement of the proceeding or a judgment in favour of the Plaintiffs.

12 If the Plaintiffs do not comply with orders 10 and 11 within 28 days of the specified date for payment, the Proceeding is stayed until further order of the Court.

13 Liberty to apply on three days' notice.

Annexure A

Draft Deed of Indemnity from PartnerRe Ireland Insurance DAC

DEED OF INDEMNITY

THIS DEED OF INDEMNITY IS MADE ON 2020

1. Definitions:

Business Day means a day on which banks are generally open in the City of London for the transaction of normal banking business (other than a Saturday).

2. Partner Re Ireland Insurance DAC of 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 hereby unconditionally and irrevocably undertakes to pay to Sydney Olympic Park Authority (ABN 68 010 941

405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay In respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales In proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings").

3. The payment or payments will be made by Partner Re Ireland Insurance DAC within 7 Business Days of receipt by Partner Re Ireland Insurance DAC of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Partner Re Ireland Insurance DAC shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Partner Re Ireland Insurance DAC ("Interest").

5. Partner Re Ireland Insurance DAC total liability under this Deed shall not exceed the lesser of either 50% of _the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].

6. Partner Re Ireland Insurance DAC shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Partner Re Ireland Insurance DAC fails to pay any amount in accordance with clause 2 of this Deed,

Partner Re Ireland Insurance DAC hereby unconditionally and irrevocably undertakes:

- a. to consent to judgment being entered against It in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");
- b. to consent to the Australian Judgment being registered in the High Court of Ireland;
- c. not to seek to set aside the registration of the Australian judgment in the High Court of Ireland; and
- d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the Republic of Ireland.

8. Partner Re Ireland Insurance DAC shall be deemed to be a principal debtor and not merely a surety and, accordingly, Partner Re Ireland Insurance DAC shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant}.

9. This Deed of indemnity shall be In addition to and not in substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Partner Re Ireland Insurance DAC may not assign or transfer any of its rights or obligations under the Deed.

11. This Deed of Indemnity shall be governed by and construed in accordance with the laws in force in New South Wales and shall be subject to the exclusive jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Partner Re Ireland Insurance DAC, of PartnerRe, 3rd Floor, The Exchange, George's Dock, IFSC, Dublin 1 for the attention of FAO Nfamh Freeman (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said branch office of Partner Re Ireland Insurance DAC in Dublin, Ireland.

Signed as a deed by [INPUT CONTACT NAME] for Partner Re Ireland Insurance DAC acting by an authorised signatory

Signature:

for Partner Re Ireland Insurance DAC

In the presence of:

Name (BLOCK CAPITALS)

Address

Date

Annexure B

Draft Deed of Indemnity from Hiscox Insurance Company Limited

DEED OF INDEMNITY

THIS DEED OF INDEMNITY IS MADE ON 2020

1. Definitions:

Business Day means a day on which banks are generally open in the City of London for the transaction of normal banking business (other than a Saturday),

2. Hiscox Insurance Company Limited (c/o Litica Ltd, 87-91 Newman Street, London W1Y 3EY) hereby unconditionally and irrevocably undertakes to pay to Sydney Olympic Park Authority (ABN 68 010 941

405) ("the Defendant") any sum or sums which Terry Walter Williamson, Helen Therese Williamson or Augusta Pool 1 UK Limited ("the Claimant") are liable to pay in respect of the Defendant's costs the subject of an order of the Supreme Court of New South Wales in proceedings number 2019/00232749 Terry Williamson and Anor v Sydney Olympic Park Authority ("Proceedings"),

3. The payment or payments will be made by Hiscox Insurance Company Limited within 7 Business Days of receipt by Hiscox Insurance Company Limited of the Defendant's written demand for such sums or within 10 Business Days of the issue of an order in the Proceedings that the Claimant pay the Defendant's costs, whichever is the later.

4. Hiscox Insurance Company Limited shall be liable to pay the Defendant any sum which may be due solely in respect of simple interest applicable to the written demand at the judgment rate prevailing in the relevant Australian jurisdiction at the date of the demand from the fifteenth day after the date of the presentation of the demand until payment by Hiscox Insurance Company Limited ("Interest").

5. Hiscox Insurance Company limited total liability under this Deed shall not exceed the lesser of either 50% of the Defendant's costs or the sum of AUD [50% of the relevant tranche of security].

6. Hiscox Insurance Company Limited shall have no liability to the Defendant under this Deed for the remaining 50% of the Defendant's costs.

7. If Hiscox Insurance Company Limited falls to pay any amount in accordance with clause 2 of this Deed, Hiscox Insurance Company Limited hereby unconditionally and irrevocably undertakes:

- a. to consent to judgment being entered against it in favour of the Defendant in the Supreme Court of New South Wales to pay such amount subject to the total liability not exceeding the sum in clause 5 ("Australian Judgment");
- b. to consent to the Australian Judgment being registered in the High Court under the Foreign Judgments (Reciprocal Enforcement) Act 1933 {UK};
- c. not to seek to set aside the registration of the Australian judgment in the High Court; and
- d. not to seek security for costs against the Defendant for proceedings for registration or enforcement of the Australian Judgment in the United Kingdom.

8. Hiscox Insurance Company Limited shall be deemed to be a principal debtor and not merely a surety and, accordingly, Hiscox Insurance Company Limited shall not be discharged nor shall its liability be affected by any act or thing or means whatsoever (including, without limitation, any defences to payment asserted by, insolvency of, or unenforceability as against the Claimant).

9. This Deed of Indemnity shall be in addition to and not In substitution for (and shall not be prejudiced by) any rights which the Defendant may have against the Claimant or any other person in respect of the sums indemnified under this Deed.

10. Hiscox Insurance Company Limited may not assign or transfer any of Its rights or obligations under this Deed.

11. This Deed of Indemnity shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the exclusive Jurisdiction of the Courts of Australia.

12. All demands, notices and other communications hereunder shall be sent to Hiscox Insurance Company Limited, c/- Utica Ltd 87-91 Newman Street, London W1Y 3Ey for the attention of Steve Ruffle (email: steve.ruffle@ltica.co.uk) (without prejudice to any other mode or service) service of process in any proceedings arising out of this Deed shall be duly effected by leaving a copy of the Claim Form or other originating process at said office of Hiscox Insurance Company Limited in the United Kingdom.

Signed as a deed by [INPUT CONTACT NAME] for Hiscox Insurance Company Limited acting by an authorised signatory

Signature:

for Hiscox Insurance Company Limited

in the presence of:

Name (BLOCK CAPITALS)

Address

Date

**2019/00232749-002, 2019/00232749-006, 2019/00232749-004, 2019/00232749-005,
2019/00232749-001 / Cross Summons 001: SYDNEY OLYMPIC PARK AUTHORITY
trading as Sydney Olympic Park Authority v Australia Avenue Developments Pty Ltd,
Cross Summons 005: Australia Avenue Developments Pty Ltd v Icon Co (NSW) Pty Ltd,
Cross Summons 003: WSP Structures Pty Ltd v EVOLUTION PRECAST SYSTEMS PTY
LTD, Cross Summons 004: Icon Co (NSW) Pty Ltd v EVOLUTION PRECAST SYSTEMS
PTY LTD, Summons: Terry Williamson v SYDNEY OLYMPIC PARK AUTHORITY trading
as Sydney Olympic Park Authority**

This matter is listed for Directions (Commercial) on 12 February 2021 9:45 AM before the
Supreme Court - Civil at Supreme Court Sydney.

Estimated duration: 5 Minutes

Justice D Hammerschlag

Signed

Date