

CLAYTON UTZ

North West Rail Link

Operations Trains and Systems Project Deed

Schedules

Transport for NSW
TfNSW

NRT Pty Ltd
OpCo

Clayton Utz
Lawyers
Level 15 No. 1 Bligh Street Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 2 9353 4000 F +61 2 8220 6700

www.claytonutz.com

Our reference 604//80124868

L\312122922.17
CONFIDENTIAL

Contents

Schedule 1 — Conditions Precedent.....	1
Schedule 2 — Service Payment calculation	4
Schedule 3 — ECRL works and Sydney Trains interface.....	125
Schedule 4 — ETS interface.....	154
Schedule 5 — Environmental Documents and Planning Approval conditions	161
Schedule 6 — NWRL Site Interface Deed Poll	171
Schedule 7 — Key personnel	174
Schedule 8 — Requirements of Third Party Agreements.....	190
Schedule 9 — Easements, Land Arrangements and Retail Licences	232
Schedule 10 — OTS Independent Certifier's Project Plan certificate.....	240
Schedule 11 — OpCo and O&M Contractor's design certificate - Design Stages 1 & 2.....	242
Schedule 12 — OpCo, Designer and O&M Contractor's design certificate - Design Stage 3.....	243
Schedule 13 — OTS Independent Certifier's design certificate.....	245
Schedule 14 — OTS Independent Certifier's Test Procedure certificate	247
Schedule 15 — OTS Independent Certifier's Test Result certificate	249
Schedule 16 — OTS Independent Certifier's Certificate of Readiness for First Passenger Service.....	251
Schedule 17 — OpCo, Designer and O&M Contractor's First Passenger Service certificate.....	252
Schedule 17A — OpCo, Designer and O&M Contractor's Completion certificate	256
Schedule 18 — OTS Independent Certifier's Local Area Works completion certificate.....	259
Schedule 19 — Property owner's certificate.....	260
Schedule 20 — OTS Independent Certifier's Certificate of Completion.....	261
Schedule 21 — ECRL investigations and tests	262
Schedule 22 — OTS Independent Certifier's Certificate of Final Completion	263
Schedule 23 — Form of Bond	264

Schedule 24 — Modification Impact Request and Proposal Template	266
Schedule 25 — Rouse Hill Precinct Works	273
Schedule 26 — Amendments to Base Case Financial Model on CDPD Payment Date.....	274
Schedule 27 — Schedule of Rates (Operations Phase).....	276
Schedule 28 — Energy Efficiency Opportunities	281
Schedule 29 — Net Financial Impact.....	283
Schedule 30 — Pre-Agreed Options	298
Schedule 31 — Termination Payments	315
Schedule 32 — Insurances	329
Schedule 33 — Commercially Sensitive Information.....	331
Schedule 34 — Intellectual Property	335
Schedule 35 — Existing ECRL Movable Assets	359
Schedule 36 — NRT group structure.....	361
Schedule 37 — Permitted Change in Ownership and Permitted Change in Control.....	363
Schedule 38 — Significant Contracts.....	365
Schedule 39 — Assumptions for Civil Works O&M Manuals	366
Schedule 40 — Statutory Declaration	369
Schedule 41 — Subcontractor's Statement	373
Schedule 42 — Modification to the IAMA Expert Determination Rules	376
Schedule 43 — Not used	380
Schedule 44 — Line Capacity, Headway and Fleet Size Modification.....	381
Schedule 45 — Hired Moveable Assets	382
Schedule 46 — Augmentation.....	383

Schedule 1 — Conditions Precedent

(Clause 2.4)

Condition Precedent	Benefiting Party	Condition Precedent Deadline Date
1. Project Agreements		
Execution of all other Project Agreements (excluding each Rail Safety Interface Agreement, Moral Rights Consents, or any Deeds of Assurance (other than in relation to Alstom Significant Contractor and Alstom Transport Technologies SAS)) and the satisfaction or waiver of all conditions precedent to such documents (other than any condition precedent that requires the satisfaction or waiver of the conditions precedent to this deed).	TfNSW and OpCo	23 September 2014
2. PAFA Act Approvals		
The Minister's recommendation and the Treasurer's approvals under section 20 of the PAFA Act, and any approval of the Treasurer under section 22B of the PAFA Act, having been obtained.	TfNSW and OpCo	23 September 2014
3. OpCo's Delivery Phase Insurance Policies		
The insurances referred to in clause 38.2 of the Operative Provisions being effected in the form of the wording set out in Exhibit 8 or as otherwise agreed by TfNSW and a certified copy of these insurance policies or a coverage placement slip being provided to TfNSW.	TfNSW	23 September 2014
4. TfNSW's Delivery Phase Insurance Policies		
The insurances referred to in clause 38.1 of the Operative Provisions being effected in the form of the wording set out in Exhibit 7 or as otherwise agreed by OpCo and a certified copy of these insurance policies or a coverage placement slip being provided to OpCo and TfNSW.	TfNSW and OpCo	23 September 2014
5. Tax ruling		
OpCo obtaining a tax ruling(s) issued by and binding upon the Australian Taxation Office, acceptable to TfNSW's Representative, with respect to the key tax issues arising in relation to the proposed structure and arrangements the subject of the Project Agreements. Unless agreed otherwise, those tax rulings are, at a	TfNSW	23 September 2014

Condition Precedent	Benefiting Party	Condition Precedent Deadline Date
minimum, to cover:		
(a) confirmation that Division 250 of the Income Tax Assessment Act 1997 will not apply to OpCo in relation to its assets;		
(b) the GST treatment of any non-monetary consideration arrangements between the State and OpCo		
(c) confirmation of the exemption of Finance Co from the thin capitalisation provisions pursuant to the special purpose exemption in section 820-39 of the Income Tax Assessment Act 1997; and		
(d) confirmation of the deductibility to OpCo of the Licence Payments.		
6. Base Case Financial Model		
TfNSW receiving:		
(a) the Base Case Financial Model in a form or forms satisfactory to TfNSW;	TfNSW	23 September 2014
(b) a letter in a form and substance satisfactory to TfNSW confirming the Base Case Financial Model is identical to the model provided to TfNSW on 14 September 2014 except as set out in the letter; and	TfNSW	23 September 2014
(c) an audit report on the Base Case Financial Model acceptable to TfNSW from an auditor acceptable to TfNSW.	TfNSW	23 September 2014
7. Counterparty Details		
(a) TfNSW receiving the Counterparty Details.	TfNSW	23 September 2014
(b) OpCo obtaining, and providing to TfNSW a legal opinion, in a form and substance satisfactory to TfNSW, regarding the validity and enforceability of the execution of any TfNSW Project Agreements by MTR Corporation Limited and Alstom Transport Technologies SAS.	TfNSW	23 September 2014

Condition Precedent	Benefiting Party	Condition Precedent Deadline Date
<p>8. FIRB Approval</p> <p>If necessary, evidence of notifications under the Foreign Acquisitions and Takeovers Act 1975 (Cth) and/or a certified copy of the unconditional approval from the Australian Treasurer advising that there is no objection under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to the ownership of each OpCo Entity and/or its interest in the OTS PPP has been provided to TfNSW's Representative.</p>	TfNSW	23 September 2014
<p>9. Alstom Significant Contracts and Alstom Guarantee</p> <p>Execution of the following Significant Contracts:</p> <p>(a) Alstom D&C Significant Contract;</p> <p>(b) Alstom TLS Significant Contract; and</p> <p>(c) Alstom Guarantees,</p> <p>and the satisfaction or waiver of all conditions precedent to such documents other than any condition precedent that requires the satisfaction or waiver of the conditions precedent to this deed.</p>	TfNSW and OpCo	23 September 2014
<p>10. Execution of intra-consortium arrangements</p> <p>Execution of the following intra-consortium arrangements:</p> <p>(a) D&C Consortium Deed;</p> <p>(b) IJV Deed;</p> <p>(c) SJV Deed; and</p> <p>(d) O&M Shareholders Agreement,</p> <p>and the satisfaction or waiver of all conditions precedent to such documents other than any condition precedent that requires the satisfaction or waiver of the conditions precedent to this deed.</p>	TfNSW and OpCo	23 September 2014

Schedule 2 — Service Payment calculation

(Clauses 20.4(c), 39.3(a), 39.4(b), 41.6(a) and 50.1(i))

1. Definitions

In this Schedule 2:

131500 System means the customer information service operated by TfNSW, currently including the 131500 website, call centre and smart phone applications or any equivalent system functionally replacing the 131500 System.

Actual Floating Rate means, in respect of an Operating Quarter, the Funding Indicator Rate on the first day of the relevant Operating Quarter.

Actual Floating Rate Interest Payment means, in respect of an Operating Quarter, the interest payable at the Actual Floating Rate on the Base Case Floating Rate Debt. The method of calculating the Actual Floating Rate Interest Payment will be consistent with the method for calculating the Base Case Floating Rate Interest Payment in the Base Case Financial Model.

Actual Headway means, with respect to a Delivered Train Service at any Platform, the interval between the time that the doors of the Train were closed and locked at that Platform and the time that the doors of the preceding Delivered Train Service were closed and locked at that Platform.

Actual Train Journey Time means the journey time for a Delivered Train Service measured from the time that the doors are closed and locked at its Origin Station to the time that the doors are enabled at its Destination Station.

Adjusted Indexed Availability Fee has the meaning given in clause 3.

Amended Contract Service Level Requirements has the meaning given in clause 11.2(a).

Annexure means an annexure to this Schedule 2.

Announcement Unit means public address control device used to monitor and control public address messages.

Announcement Unit Availability means the total number of hours (and fractions of hours) within Operating Hours that an Announcement Unit is operational, summed across all Announcement Units.

Announcement Unit Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of Announcement Units.

Assessment means the assessment of an item or area based on the relevant Assessment Category in accordance with the methodology provided in the relevant KPI table of Annexure B.

Assessment Category means a category of Assessment (cleanliness, condition, Graffiti and etching or litter) performed for the purpose of measuring the performance of OpCo against a given KPI and in accordance with the relevant KPI table of Annexure B.

Assessment Scale means in respect of a set of Assessment Categories the description of each performance Level in accordance with the KPI table n°1, n°2 and n°3 of Annexure B.

Asset Functionality Deduction means, in respect of an Operating Quarter, the deduction (if any) calculated in accordance with clause 7.1.

Asset Functionality KPI means an Asset Functionality KPI identified in clause 7.3.

Asset Functionality KPI Deduction Percentage means the deduction percentage calculated for each Asset Functionality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Asset Functionality KPI Score means the score calculated for each Asset Functionality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Asset Functionality KPI Weighting means, with respect to an Asset Functionality KPI, the corresponding percentage stated in clause 7.3.

Asset Management Adjustment means, in respect of an Operating Month, the adjustment to the Monthly Service Payment calculated in accordance with clause 8.

Availability Deduction has the meaning given in clause 4.

Availability Deduction for Missed Trains has the meaning given in clause 4.2.

Availability Deduction for Platform Closures has the meaning given in clause 4.3.

Average Platform Group Weighting has the meaning given in clause 5.2.

Base Availability Fee means the amount specified as the total “Base Availability Fee” in Annexure A.

Base Case Floating Rate Debt means, in respect of an Operating Quarter, the amount of the outstanding senior debt in the Base Case Financial Model upon which floating rate interest payments are made and stated in Annexure A.

Base Case Floating Rate Interest Payment means, in respect of an Operating Quarter, the interest payable in the Base Case Financial Model on the Base Case Floating Rate Debt and stated in Annexure A.

Base Lifecycle Component means the amount specified as the “Base Lifecycle Component” in clause 1.2 of Annexure A.

Base Long Term Marginal Price per Operating Hour means the assumed marginal cost of changing the Operating Hours by one additional or one less Operating Hour applicable to a Long Term Service Level Adjustment, excluding any costs covered by the Marginal Price per Service Kilometre as stated in clause 1.3(d) of Annexure A

Base Long Term Marginal Price per Service Kilometre means the assumed marginal cost of providing one additional or one less Service Kilometre applicable to a Long Term Service Level Adjustment as stated in clause 1.3(c) of Annexure A.

Base Maximum Customer Satisfaction Payment (BMP_y) equals \$ per annum.

Base Maximum Deduction for Service Quality and Asset Functionality (BMD_y) equals \$ per annum.

Base Maximum Energy Consumption Incentive Payment (BMECIPy) equals \$ _____ per annum.

Base Number of Train Services means _____ per annum, being the total number of standard weekly Required Train Services at the date of this deed, multiplied by _____ to derive the annual equivalent.

Base Operating Hours means _____ hours per annum, being the total standard weekly Operating Hours based on the Required Train Services as listed in clause 5 of Annexure A at the date of this deed, _____ hours, multiplied by _____ to derive the annual equivalent.

Base Service Kilometres means _____ per annum, being the total number of weekly Required Train Services at the date of this deed, multiplied by _____ km and multiplied by _____ to derive the annual equivalent.

Base Short Term Marginal Price per Operating Hour means the assumed marginal cost of changing the Operating Hours by one additional Operating Hour applicable to a Short Term Service Change, excluding any costs covered by the Marginal Price per Service Kilometre as stated in clause 1.3(b) of Annexure A.

Base Short Term Marginal Price per Service Kilometre means the assumed marginal cost of providing one additional Service Kilometre applicable to a Short Term Service Change as stated in clause 1.3(a) of Annexure A.

Bedding In Factor means:

- (a) _____ until the end of the _____ Operating Month after the Date of Completion;
- (b) _____ for each of the _____ and _____ Operating Months after the Date of Completion;
- (c) _____, from the start of the _____ Operating Month after Completion to the end of the Operating Month after Completion; and
- (d) from the _____ Month until the Expiry Date either:
 - (i) _____ if the CDPD Conditions have been satisfied (or waived by TfNSW), _____ %; or
 - (ii) _____ if the CDPD Conditions have not been satisfied (nor waived by TfNSW), the percentage set out as the "Bedding in Factor (CDPD Conditions not met)" in the Model Outputs Schedule.

Car Exterior means a car exterior randomly selected for the purpose of measuring the performance of OpCo against KPI n°1 in accordance with KPI table n°1 of Annexure B.

Car Interior means a car interior randomly selected for the purpose of measuring the performance of OpCo against KPI n°1 in accordance with KPI table n°1 of Annexure B.

Car Interior Seats means all sides and surfaces of the seats within a Car Interior.

Car Interior Excluding Seats means all sides and surfaces of a Car Interior excluding its seats.

CCTV means a closed circuit television system or an equivalent security system functionally replacing such system.

CCTV Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of CCTV cameras.

CCTV Uptime means the total number of hours (and fractions of hours) within the Operating Hours that a CCTV camera is operational and connected to a CCTV Image Monitoring System, summed across all CCTV cameras. If a CCTV Image Monitoring System is not operational, all connected CCTV cameras will be deemed not operational.

Closed Platform means a Platform which has been declared a Closed Platform by notification from OpCo to TfNSW subject to the following:

- (a) subject to paragraph (c), a Platform can only be declared a Closed Platform:
 - (i) if OpCo is obliged to close the Platform following a direction from TfNSW or a relevant Authority;
 - (ii) if the Platform is not accessible for the purposes of allowing Customers safe access to and egress from the Trains; or
 - (iii) if it is not serviced as a result of Train Services being provided on a partial section of the NWRL;
- (b) a Platform ceases to be a Closed Platform at the time that OpCo notifies TfNSW of the re-opening of the Platform; and
- (c) if at any station, but not at Chatswood, trains travelling in the direction usually served by the affected Platform are able to stop at an alternative Platform such that Trains running in both directions are able to stop at the Station, the affected Platform will not be a Closed Platform.

Complaints means complaints from Customers, the community and other stakeholders in relation to NWRL.

Complaint Resolution means OpCo acknowledging and addressing a Complaint or referring the Complaint to the appropriate party where OpCo is not responsible for the issue raised in the Complain.

Corridor Views means an item or area within the rail corridor (including substations and ancillary sites) selected in accordance with KPI table n°3 of Annexure B for the purpose of measuring the performance of OpCo against KPI n°3.

CPI Indexation Factor, or **ICPI_q**, in respect of a Quarter q (where Quarter q is the Quarter during which the relevant calculation is being made), means the factor calculated in accordance with clause 14.2.

Customer Delay Measure, or **CDM**, means any Frequency Customer Delay Measure or Journey Time Customer Delay Measure.

Customer Survey means the quarterly customer experience survey defined in Annexure B and intended to be completed by Customers.

Customer Surveyor means the reputable surveyor, or surveyors, appointed in accordance with clause 17.2.

Daily Missed Train Tolerance has the meaning given in clause 4.2.

Daily CDM Tolerance has the meaning given in clause 4 of Annexure A.

Day Weighting has the meaning given in clause 2.3 of Annexure A.

Delivered Train Service means a Train Service that is delivered without any Missed Platforms. In the event of an Incident, Planned Service Disruption or Additional Planned Service Disruption, a Delivered Train Service may be provided using more than one Train where the service pattern provided requires Customers to transfer from one Train onto another Train in order to complete their journey. In such circumstances a Train may contribute to more than one Delivered Train Service.

Destination Station means Chatswood in respect of inbound Train Services or Required Train Services (as the context requires), and Cudgegong Road in respect of outbound Train Services or Required Train Services (as the context requires).

Help Point Availability means the total number of hours (and fractions of hours) within Operating Hours that a Help Point is operational, summed across all Help Points.

Help Point Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of Help Points.

Emergency Services Organisation means the NSW Police Force, Fire and Rescue NSW, Rural Fire Brigades, Ambulance Service of NSW, State Emergency Service, Volunteer Rescue Association or any other agency which manages or controls an accredited rescue unit.

Enclosed Station has the meaning given in SPR Appendix 1.

Enclosed Station Platform means a Platform at any of the Enclosed Stations.

Enclosed Station Platform Temperature means the temperature at an Enclosed Station Platform measured at 1.5 metres above platform level, at a horizontal distance of 2 metres from the centre line of a binnacle, where spot cooling is provided via binnacles and a horizontal distance of 1 metre from the centre line where spot cooling is provided via an overhead air diffuser.

Energy Deduction means the amount calculated in accordance with clause 13.

Escalator Bank means any group of three or more escalators that service common landing areas (top and bottom). Separate Station entrances are considered separate landing areas for the purpose of this definition.

Escalator Operating Time means the total Operating Hours during the Operating Quarter, multiplied by the total number of escalators.

Escalator Switch-off means, in respect of an escalator which forms part of an Escalator Bank, a period during which an escalator is switched off during Off-Peak Periods such that at least one escalator is operational in each direction in the Escalator Bank and there is sufficient escalator capacity for demand present.

Escalator Uptime means the total hours (and fractions of hours) within Operating Hours that an escalator is available and operational, plus Escalator Switch-off summed across all escalators.

ETS Equipment Operating Time means total hours (and fractions of hours) during the Operating Quarter (ie 24 hours a day, seven days a week), multiplied by the total number of ETS Equipment.

Floating Rate Amount means the amount calculated in accordance with clause 12.

Frequency Customer Delay Measure has the meaning given in clause 5.2.

Funding Indicator Rate means the 3 month Bank Bill Rate.

Headway Monitored Platforms means Platforms at each of the following Stations: Rouse Hill, Castle Hill, Macquarie University.

Headway Tolerance means 1 minute.

Indexed Availability Fee means:

- (a) for each day of the Operations Phase prior to the Date for Completion the Base Availability Fee as stated in 1.1(b) of Annexure A; or
- (b) for each day of the Operations Phase after and including the Date for Completion the Base Availability Fee as stated in 1.1(a) of Annexure A,

indexed in accordance with clause 14.

Indexed Lifecycle Component means the Base Lifecycle Component indexed in accordance with clause 14.

Indexed Long Term Marginal Price per Service Kilometre means the Base Long Term Marginal Price per Service Kilometre indexed in accordance with clause 14.

Indexed Long Term Marginal Price per Operating Hour means the Base Long Term Marginal Price per Operating Hour indexed in accordance with clause 14.

Indexed Maximum Customer Satisfaction Payment means the annual Base Maximum Customer Satisfaction Payment indexed in accordance with clause 14.

Indexed Maximum Deduction for Service Quality and Asset Functionality means the annual Base Maximum Deduction for Service Quality and Asset Functionality indexed in accordance with clause 14.

Indexed Short Term Marginal Price per Service Kilometre means the Base Short Term Marginal Price per Service Kilometre indexed in accordance with clause 14.

Indexed Short Term Marginal Price per Operating Hour the Base Short Term Marginal Price per Operating Hour indexed in accordance with clause 14.

Induction Loop means an electromagnetic communication system used for transmission and reception of communication signals to provide hearing assistance to hearing-aid users.

Induction Loop Availability means the total number of hours (and fractions of hours) within Operating Hours that an Induction Loop is operational, summed across all Induction Loops.

Induction Loop Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of Induction Loops.

Internal Train Temperature means the average of the temperature at two measuring points in a Train carriage located in the gangway of the passenger saloon at the mid point between the

vestibules at 1.5 metres above ground level, measurements being undertaken no earlier than one minute after door closure.

Journey Time Customer Delay Measure has the meaning given in clause 5.3 of this Schedule 2.

Level means the rating given to on Assessment in a scale ranging from 0 to 3 in accordance with the methodology provided in the appropriate KPI table of Annexure B.

Lifecycle Years means successive periods of 12 months with the first Lifecycle Year commencing on the first day of the month during which Completion occurred.

Lift Availability means the total hours (and fraction of hours) within Operating Hours that a lift route is fully available, summed across all lift.

Lift Operating Time means the total Operating Hours during the Operating Quarter, multiplied by the total number of lifts.

Long Term Service Change has the meaning given in clause 11.1(a)(i).

Long Term Service Level Adjustment Amount means, in respect of a Long Term Service Change, the amount calculated in accordance with clause 11.4.

Major Service Disruption means an Incident which results in one or more sections of track being impassable for more than 30 minutes.

Matrix of Origin Destination Pairs means the matrix provided in clause 3 of Annexure A.

Maximum Headway means, with respect to a Required Train Service, the time stated as the “Maximum Headway” for that Required Train Service in accordance with clause 5 of Annexure A.

Maximum Train Journey Time means the maximum required journey time for each Required Train Service measured from the time that the doors are closed and locked at its Origin Station to the time that the doors are enabled at its Destination Station, being 37 minutes for Cudgegong Road Station to Chatswood Station and 37 minutes for Chatswood Station to Cudgegong Road Station as adjusted in accordance with clause 5.6(c).

Missed Headway means, in respect of a Train Service at any Platform, that the Actual Headway exceeds the sum of the Maximum Headway and the Headway Tolerance.

Missed Platform means an event where:

- (a) a Train does not stop at any Platform at a Station (unless for the purpose of missing a Platform which is a Closed Platform) with the doors (and the corresponding platform screen doors) held fully open for at least 15 seconds allowing passengers to board and alight;
- (b) a Train calls at a Platform (which is not a Closed Platform) and four or more doors do not open (considering the combined effect of the Train doors together with the corresponding platform screen doors); or
- (c) a Train calls at a Platform (which is not a Closed Platform) but the Platform is not accessible for the purpose of allowing passengers safe access to and egress from the Train.

Missed Train Service means the occurrence of a Required Train Service not being a Delivered Train Service. In respect of a Service Period, the number of Missed Train Services will equal the number of Required Train Services less the number of Delivered Train Services in that Service Period, subject to the following:

- (a) a Delivered Train Service will be attributed to a Service Period based on the time at which the Train Service departs its Origin Station;
- (b) if the first Delivered Train Service of any day (in either direction) does not leave the relevant Origin Station within 5 minutes of the start of the first Service Period, this will be counted as 3 Missed Train Services. A further Missed Train Service accrues after:
 - (i) a period equal to the Maximum Headway; and
 - (ii) every subsequent period equal to the Maximum Headway,until the time that the first Delivered Train Service departs the relevant Origin Station;
- (c) the last Delivered Train Service in each direction will be attributed to the last Service Period of the day if it departs its Origin Station no later than 10 minutes after the end of the last Service Period; and
- (d) if the last Delivered Train Service in each direction departs its Origin Station either:
 - (i) before the scheduled time for the last Required Train Service; or
 - (ii) more than 10 minutes after the end of the Service Period,this results in 3 Missed Train Services.

Monthly CDM Tolerance has the meaning given in clause 5.1.

Monthly Missed Train Tolerance has the meaning given in clause 4.2.

Operating Hours means, in respect of a day, the time in hours (and fractions of hours) between the time that is 15 minutes before the time the first Required Train Service departs from Cudgegong Road Station to the time that is 15 minutes after the time that the last Required Train Service arrives at Cudgegong Road Station.

Operating Month means a calendar month which falls (as a whole or in part) within the Operations Phase, except that:

- (a) the first Operating Month will commence on the Date of Completion and will end at the end of that calendar month; and
- (b) the last Operating Month will end on the last day of the Term.

Operating Quarter means a period of three months commencing on 1 January, 1 April, 1 July or 1 September which falls (as a whole or in part) within the Operations Phase, except that:

- (a) the first Operating Quarter will commence on the Date of Completion and will end at the end of that Quarter; and
- (b) the last Operating Quarter will end on the last day of the Term.

Original Date for Completion means the Date for Completion as at Financial Close and stated as the “Original Date for Completion” in the Model Outputs Schedule.

Origin Station means Cudgegong Road Station in respect of inbound Train Services or Required Train Services (as the context requires), and Chatswood Station in respect of outbound Train Services or Required Train Services (as the context requires) as adjusted in accordance with clause 5.6(c).

Outside Temperature means average temperature of all working temperature sensors at the external air intake vents of Castle Hill Station.

PIDS means passenger information display system used to display Train running and other information at stations and onboard Trains.

PIDS Availability means the total number of hours (and fractions of hours) within Operating Hours that a PID is operational, summed across all PIDS.

PIDS Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of PIDS.

Platform means each of the platforms where Customers board and alight the Trains serving the NWRL across all Stations.

Platform Closure means a time period within the Operating Hours of a day where a Platform is a Closed Platform.

Platform Closure Weighting equals 7.7% in respect of each Platform (being 200% divided by the total number of Platforms serving the NWRL). If and to the extent that both Platforms at either Chatswood Station or Epping Station are Closed Platforms, the respective Platform Closure Weighting for each Platform at Chatswood Station or Epping Station will be multiplied by a factor of 1.5 (i.e. the respective combined Platform Closure Weighting for both Platforms at Chatswood Station or Epping Station will be 23.1%).

Platform Group means a group of Platforms associated with a Headway Monitored Station as specified in clause 2.1(a) of Annexure A.

Platform Group Weighting means, in respect of a Platform Group, the sum of the Platform Weightings of each Platform that is not a Closed Platform within the Platform Group.

Platform Weighting means, in respect of each Platform, the applicable weighting factor for that Platform specified in clause 2.1(a) of Annexure A.

Public Area Views means an item or area selected in accordance with KPI table n°3 of Annexure B for the purpose of measuring the performance of OpCo against KPI n°3.

Quality Assurance Inspector means the inspector appointed in accordance with clause 17.1.

Quality Assurance Program means the program of inspections to be carried out for the measurement of Service Quality KPI1, KPI2, KPI3 and for the Asset Functionality KPI8 and KPI9.

Reference Pictures means the photographs corresponding to the different Levels of cleanliness, condition, Graffiti and etching attached to Annexure B.

Required Operating Hours means the total weekly Operating Hours in accordance with the Contract Service Level Requirements (as amended in accordance with clause 11.2), multiplied by 52.14 to derive the annual equivalent.

Required Service Kilometres means the total weekly Service Kilometres in accordance with the Contract Service Level Requirement (as amended in accordance with clause 11.2), multiplied by 52.14 to derive the annual equivalent.

Scope-Related Complaint has the meaning given in KPI table n°7 of Annexure C.

Service Kilometres means the distance in kilometres (and fractions of kilometres) travelled by Trains running between the Origin Station and the Destination Station when delivering the Required Train Services.

Service Change Limitations means the limitations on Service Changes described in clause 11.3.

Service Change Notice means a notice of the kind referred to in clause 11.2(a).

Service Level Adjustment Amount means:

- (a) in respect of a Long Term Service Change, the Long Term Service Level Adjustment Amount for that Long Term Service Change; and
- (b) in respect of a Short Term Service Change, the Short Term Service Level Adjustment Amount for that Short Term Service Change.

Service Payment means, in respect of an Operating Month, the payment (if any) calculated in accordance with clause 2.

Service Period means a period of time specified as a “Service Period” in clause 5 of Annexure A.

Service Failure means the level of performance stated in Annexure B for each Service Quality KPI or Asset Functionality KPI, with the exception of KPIs 4, 6, and 7.

Service Failure Point means a point accrued by OpCo for failing to perform at or better than the Service Failure Level.

Service Quality Deduction means, in respect of an Operating Quarter, the deduction (if any) calculated in accordance with clause 6.1.

Service Quality KPI means a Service Quality KPI identified in clause 6.3.

Service Quality KPI Deduction Percentage means the deduction percentage calculated for each Service Quality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Service Quality KPI Payment Percentage means the payment percentage calculated for Service Quality KPI 6 in accordance with Annexure B, expressed as a percentage to two decimal places.

Service Quality KPI Score means the score calculated for each Service Quality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Service Quality KPI Weighting means, with respect to a Service Quality KPI, the corresponding percentage stated in clause 6.3.

Short Term Service Change has the meaning given in clause 11.1(a)(ii).

Short Term Service Level Adjustment Amount means, in respect of a Short Term Service Change, the amount calculated in accordance with clause 11.5.

Station and Station Precinct Lighting Locations has the meaning given in KPI table n°9 of Annexure B.

Station Views means an item or area selected in accordance with KPI table n°2 of Annexure B for the purpose of measuring the performance of OpCo against KPI n°2.

Surface means a horizontal, vertical or angled surface of up to 20 square metres in maximum dimension randomly selected for the purpose of measuring the performance of OpCo on KPI n°2 and KPI n°3.

Temperature Failure Hours has the meaning given in KPI table n°8 of Annexure B.

Temporary Service Level means the Service Level proposed by OpCo to apply during a period of Planned Service Disruption or Additional Planned Service Disruption.

Timeliness Deduction has the meaning given in clause 5.1.

Total ETS Equipment Unavailability means the total hours (and fractions of hours) of ETS Equipment Unavailability (as defined in KPI n°11 of table of Annexure B) within the Operating Quarter, summed across all ETS Equipment.

Total Weekly Platform Weighting has the meaning given in clause 5.7.

Total Weekly Train Weighting has the meaning given in clause 5.7.

Train Lighting Location has the meaning given in KPI table n°8 of Annexure B.

Train Service Deduction means, the Availability Deduction per Missed Train Service applicable in accordance with clause 4.2, being \$

Train Surface means a Train interior surface such as one side wall, windows, ceiling, floor, the back of a seat or a handrail.

Train Weighting means, in respect of each Train Service during each Service Period, the applicable weighting factor for that Train specified in Annexure A.

Unacceptable Graffiti Items are mural/tag/image with letters/image ≥ 30 cm height (do not count murals endorsed by TfNSW), offensive language/image and Graffiti covering security or way finding information.

Unacceptable Litter Item means any offensive item, litter causing sticky spill, litter which would soil top or sides of footwear, wet chewing gum, litter containing biological waste or blood, sharp or dangerous item (e.g. syringe or broken glass), litter obstructing the path or litter that obstructs the access to a car park slot.

Weighted Asset Functionality Deduction Percentage has the meaning given in clause 7.2.

Weighted Service Quality Deduction Percentage has the meaning given in clause 6.2.

WPI Indexation Factor, or $IWPI_q$, in respect of a Quarter q (where Quarter q is the Quarter during which the relevant calculation is being made), means the factor calculated in accordance with clause 14.2(b).

2. Components of the Service Payment

2.1 Calculation of the Service Payment

The Service Payment for each Operating Month (SP_m) will be calculated as follows:

$$SP_m = AIAF_m + ILCC_m - AD_m - TD_m - SQD_m - AFD_m - ED_m + CSP_m + AMA_m + FRA_m + ECIP_m$$

where:

$AIAF_m$ = the Adjusted Indexed Availability Fee in respect of a month calculated in accordance with clause 3;

$ILCC_m$ = the Indexed Lifecycle Component for the relevant Operating Month calculated as

$$\frac{ILCC_y}{12}$$

where:

$ILCC_y$ = the Indexed Lifecycle Component for the Life Cycle Year in which the Operating Month starts;

AD_m = the Availability Deduction for the relevant Operating Month calculated in accordance with clause 4;

TD_m = the Timeliness Deduction for the relevant Operating Month calculated in accordance with clause 5;

SQD_m = the Service Quality Deduction for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Service Quality Deduction will be the Service Quality Deduction for that Operating Quarter (the Quarterly Service Quality Deduction, or SQD_q), calculated in accordance with clause 6. The Service Quality Deduction for every other Operating Month will be zero;

AFD_m = the Asset Functionality Deduction for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Asset Functionality Deduction will be the Asset Functionality Deduction for that Operating Quarter (the Quarterly Asset Functionality Deduction, or AFD_q), calculated in accordance with clause 7. The Asset Functionality Deduction for every other Operating Month will be zero;

ED_m = the Energy Deduction for the relevant Operating Month;

CSP_m = the Customer Satisfaction Payment for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Customer Satisfaction Payment will be the Customer Satisfaction Payment for that Operating Quarter (the Quarterly Customer Satisfaction Payment, or CDP_q), calculated in accordance with clause 10. The Customer Satisfaction Payment for every other Operating Month will be zero;

- AMA_m = the Asset Management Adjustment for the relevant Operating Month calculated in accordance with clause 8; and
- FRA_m = the Floating Rate Amount for the relevant Operating Month.
- $ECIP_m$ = the Energy Consumption Incentive Payment for the relevant Operating Month. For the first Operating Month of each operating year from Operating Year 3, the Energy Consumption Incentive Payment will be the Energy Consumption Incentive Payment for the previous Operating Year, calculated in accordance with clause 10A. The Energy Consumption Incentive Payment for every other Operating Month will be zero.

3. Calculation of the monthly Adjusted Indexed Availability Fee

The Adjusted Indexed Availability Fee for the relevant Operating Month ($AIAF_m$) will be calculated as:

$$AIAF_m = \frac{(n_m \times IAF_y + n_m^{start} \times LSLA_y^{start} + n_m^{end} \times LSLA_y^{end})}{n_y} + \sum_{month} SSLA_d$$

where:

- n_m = the number of days in the relevant Operating Month;
- IAF_y = the Indexed Availability Fee;
- $LSLA_y^{start}$ = the Long Term Service Level Adjustment Amount at the start of the Operating Month;
- $LSLA_y^{end}$ = the Long Term Service Level Adjustment Amount at the end of the Operating Month;
- n_m^{start} = the number of days in the relevant Operating Month that the $LSLA_y^{start}$ applied;
- n_m^{end} = the number of days in the relevant Operating Month that the $LSLA_y^{end}$ applied;
- n_y = the number of days in the relevant calendar year; and
- $\sum_{month} SSLA_d$ = the sum across all days in the month of any Short Term Service Level Adjustment Amounts calculated in accordance with clause 11.5.

4. Availability Deductions

4.1 Calculation of Availability Deductions

The Availability Deduction for the relevant Operating Month (AD_m) will be calculated as follows:

$$AD_m = (AD_m^{MT} + \sum_m AD_d^{PC}) \times BIF_m$$

where:

AD_m = the Availability Deduction for the relevant Operating Month;

AD_m^{MT} = the Availability Deduction for Missed Trains for the relevant Operating Month;

$\sum_m AD_d^{PC}$ = the sum of the Availability Deduction for Platform Closures across all days in the relevant Operating Month; and

BIF_m = the Bedding In Factor applicable to the relevant Operating Month.

4.2 Availability Deduction for Missed Trains

The Availability Deduction for Missed Trains for the relevant Operating Month (AD_m^{MT}) will be calculated as follows:

$$AD_m^{MT} = \left(\sum_m MTS_d^{excess} + MTS_m \right) \times TSD \times ICPI_q$$

where:

$\sum_m MTS_d^{excess}$ = the sum of MTS_d^{excess} for all days in the relevant Operating Month;

MTS_d^{excess} = the total number of Missed Train Services across all Service Periods on that day less the Daily Missed Train Tolerance, but not less than zero.

The Daily Missed Train Tolerance is 1.5% of the number of Required Train Services for the relevant day rounded down to the nearest whole number;

MTS_m = the total number of Missed Train Services in the month less:

(i) $\sum_m MTS_d^{excess}$ as defined above; and

(ii) Monthly Missed Train Tolerance, being 0.5% of the number of Required Train Services in that month, rounded down to the nearest whole number,

but not less than zero;

TSD = the Train Service Deduction; and

$ICPI_q$ = the CPI Indexation Factor for the relevant Quarter q.

For each day during a Short Term Service Change or Long Term Service Change, the total number of Missed Train Services will be calculated with reference to the Amended Contract Service Level Requirements requested by TfNSW in accordance with the clause 11.2.

4.3 Availability Deduction for Platform Closures

If a Platform Closure occurs a Train Service may miss the Closed Platform and still be counted as a Delivered Train Service.

If one or more Platform Closures occur in a day the Availability Deduction for Platform Closures in the relevant day is calculated as follows:

$$AD_d^{PC} = \sum_P \left(\frac{PCH_d}{OH_d} \times w^{pc} \right) \times \frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$$

where:

AD_d^{PC} = the Availability Deduction for Platform Closures for the relevant day;

$\sum_P \left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$ = the lesser of the sum across all Platforms of $\left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$ and 100%

PCH_d = the total number of hours (and fractions of hours) of Platform Closure for the relevant Platform on the relevant day;

OH_d = the total Operating Hours for the relevant day;

w^{pc} = the Platform Closure Weighting;

$AIAF_m$ = the Adjusted Indexed Availability Fee for the relevant month;

n_m = the number of days in the relevant month;

F^{CDPD} = either:

- (i) if the CDPD Payment Date has not yet occurred equal to " F^{CDPD} " stated in the Model Outputs Schedule; or
- (ii) if the CDPD Payment Date has occurred, 1; and

w^d = Day Weighting.

5. Timeliness Deductions

5.1 Calculation of Timeliness Deductions

The Timeliness Deduction for the relevant Operating Month (TD_m) will be calculated as follows:

(a) If $\left(\sum_m CDM_d^{excess} + CDM_m \right) \leq 400,000$

$$TD_m = \left(\sum_m CDM_d^{excess} + CDM_m \right) \times \$2.5 \times ICPI_q \times BIF_m$$

(b) If $\left(\sum_m CDM_d^{excess} + CDM_m \right) > 400,000$

$$TD_m = \left(400,000 \times \$2.5 + \left(\sum_m CDM_d^{excess} + CDM_m - 400,000 \right) \times \$0.5 \right) \times ICPI_q \times BIF_m$$

where:

- TD_m = the Timeliness Deduction for the relevant month;
- $\sum_m CDM_d^{excess}$ = the sum of CDM_d^{excess} for all days in the relevant month;
- CDM_d^{excess} the daily CDM to the extent that it exceeds the Daily CDM Tolerance, calculated as:
- (i) $CDM_d^{FQ} + CDM_d^{JT}$; less
 - (ii) the Daily CDM Tolerance,
- but not less than zero;
- CDM_m = the sum of $CDM_d^{FQ} + CDM_d^{JT}$ across all days in the month less:
- (i) $\sum_m CDM_d^{excess}$ as defined above; and
 - (ii) Monthly CDM Tolerance, being 2,200 multiplied by the number of days in the relevant Operating Month.
- but not less than zero;
- CDM_d^{FQ} = the Frequency Customer Delay Measure for the day calculated in accordance with clause 5.2;
- CDM_d^{JT} = the Journey Time Customer Delay Measure for the day calculated in accordance with clause 5.3;
- $ICPI_q$ = the CPI Indexation Factor for the relevant Quarter q; and
- BIF_m = the Bedding In Factor applicable to the relevant month.

5.2 Frequency Customer Delay Measure, CDM_d^{FQ}

Headways are to be assessed at every Headway Monitored Platform.

The Frequency Customer Delay Measure for the relevant day, CDM_d^{FQ} will be calculated as follows:

$$CDM_d^{FQ} = \sum_{Day} CDM_{mh}^{FQ}$$

where:

- $\sum_{Day} CDM_{mh}^{FQ}$ = the sum of CDM_{mh}^{FQ} for all Missed Headways that have occurred at any Headway Monitored Platform within the relevant day;
- CDM_{mh}^{FQ} = the Customer Delay Measure resulting from a Missed Headway, calculated as follows:
- (i) where the AH – MH – HT is less than or equal to 10 minutes:

$$CDM_{mh}^{FQ} = \frac{(AH - MH - HT)^2}{2} \times APGW$$

(ii) where the AH – MH – HT is greater than 10 minutes:

$$CDM_{mh}^{FQ} = \left(\frac{10 \text{ min}}{2} + (AH - MH - HT - 10 \text{ min}) \right) \times APGW \times 10 \text{ min}$$

where:

AH = Actual Headway, measured in minutes and fractions of minutes;

MH = Maximum Headway as stated in the Contract Service Level Requirements relevant to the Service Period in which the Missed Headway first occurs, stated in minutes;

HT = the Headway Tolerance being 1 minute;

APGW = the Average Platform Group Weighting, calculated as follows:

$$APGW = \frac{\sum (AH_{SPi} \times PGW_{SPi})}{AH}$$

with *SPi* being a Service Period during which the Actual Headway occurred (in whole or in part).

where:

AH_{SPi} = Portion of the Actual Headway which occurred during Service Period *SPi*; and

PGW_{SPi} = Platform Group Weighting for the Service Period *SPi* at the Headway Monitored Platform considered.

For each day during a Short Term Service Change or Long Term Service Change, the CDM_d^{FQ} will be calculated with reference to the Amended Contract Service Level Requirements pursuant to clause 11.2(c)(i).

5.3 Journey Time Customer Delay Measure, CDM_d^{JT}

The Journey Time Customer Delay Measure for the relevant day, CDM_d^{JT} will be calculated as follows:

$$CDM_d^{JT} = \sum_{Day} CDM_{ts}^{JT}$$

where:

$\sum_{Day} CDM_{ts}^{JT}$ = the sum of CDM_{ts}^{JT} for all Delivered Train Services in the day;

CDM_{ts}^{JT} = the Customer Delay Measure for a Delivered Train Service resulting from Actual Train Journey Time exceeding the Maximum Train Journey Time, calculated as follows:

$$CDM_{ts}^{JT} = \frac{1}{2} \times (AJT - MJT) \times TW$$

where:

AJT = Actual Train Journey Time, measured in minutes and fractions of minutes (to the nearest 1/60 of a minute);

MJT = Maximum Train Journey Time; and

TW = Train Weighting.

For each day during a Short Term Service Change or Long Term Service Change, the CDM_d^{JT} will be calculated with reference to the Amended Contract Service Level Requirements pursuant to clause 11.2(c)(i).

5.4 First and last Train Services

(a) The first Actual Headway is measured from the start of the first Service Period, and the Maximum Headway for the first Train Service is 0 minutes. Hence the Customer Delay Measure starts to accrue from 1 minute (the Headway Tolerance) after the start of the first Service Period.

(b) If the last Train Service of a day departs its Origin Station either:

(i) before the scheduled time for the last Train Service; or

(ii) more than 10 minutes after the end of the Service Period,

the last Actual Headway of the day will be measured from the time of the last Train Service was delivered within a Service Period to the time 10 minutes after the end of the Service Period.

(c) If Sydney Trains notifies OpCo of the late arrival at Chatswood of the last connecting Sydney Trains service, OpCo must hold the last Train Service departing from Chatswood for a period no less than the extent of the delay as notified, but no longer than 10 minutes. Such notice must be provided to OpCo no later than 5 minutes prior to the advertised time of the last Train Service departing Chatswood. No CDM will accrue to the extent that the final headway is extended as a result of OpCo complying with its obligations under this clause.

5.5 No Service

(a) During a period of no service the Frequency Customer Delay Measure continues to be assessed. Platforms will not be deemed to be Closed Platforms during a period of no service.

- (b) If there is a period of no service which extends to the end of the day, the final Actual Headway measured for the day will be measured from the time of the last Train Service delivered within a Service Period to the time 10 minutes after the end of the Service Period.
- (c) If there is a period of no service commencing at the start of the first Service Period, the first Actual Headway is measured from the start of the first Service Period, and the Maximum Headway for the first Train Service is 0 minutes.
- (d) If there is no service for a whole day, the Actual Headway is measured from the start of the first Service Period to the time 10 minutes after the end of the last Service Period, and the Maximum Headway is 0 minutes.

5.6 Closed Platforms

- (a) If one or more Platforms are Closed Platforms:
 - (i) the Journey Time Customer Delay Measure continues to be assessed to the extent there are still Train Services running; and
 - (ii) the Frequency Customer Delay Measure continues to be assessed.
- (b) A Closed Platform will cease to be a Closed Platform for the purposes of this Schedule 2 if and from the time that no services are running on the NWRL.
- (c) In the event of Train Services being provided on a shorter segment of the NWRL, the Journey Time Customer Delay Measure will be assessed against a shorter Maximum Train Journey Time according to the Matrix of Origin Destination Pairs shown in clause 3 of Annexure A and the Platforms not served will be Closed Platforms.
- (d) If the Closed Platform is at a Headway Monitored Platform then the Frequency Customer Delay Measure will be measured at the closest available adjacent Platform in the same Platform Group. If all Platforms within a Platform Group are closed the Frequency Customer Delay Measure ceases to be measured for this Platform Group.

5.7 Review of Platform Weightings and Train Weightings

- (a) TfNSW may at any time review and amend the Platform Weightings and Train Weightings provided:
 - (i) any amendment results in the Platform Weightings and Train Weightings being more representative of the profile of actual customer usage patterns;
 - (ii) there is no increase in:
 - A. the Total Weekly Platform Weighting (calculated in accordance with paragraph (b) below); or
 - B. the Total Weekly Train Weighting (calculated in accordance with paragraph (c) below); and
 - (iii) TfNSW notifies OpCo of any proposed amendment no less than 1 month prior to the Operating Month in which the amendment will first take effect.

(b) Total Weekly Platform Weighting is calculated as:

$$\text{Total Weekly Platform Weighting} = \sum_{D_i} \left[\sum_{SP_i} \left(TD_{SP_i} \times \sum_P PW_{P,SP_i} \right) \right]$$

where:

$$\sum_{D_i} \left[\sum_{SP_i} \left(TD_{SP_i} \times \sum_P PW_{P,SP_i} \right) \right] = \text{the sum across all days of a week that does not include public holidays of}$$

$$\sum_{SP_i} \left(TD_{SP_i} \times \sum_P PW_{P,SP_i} \right)$$

$$\sum_{SP_i} \left(TD_{SP_i} \times \sum_P PW_{P,SP_i} \right) = \text{the sum across all Service Period of the day } D_i \text{ of } TD_{SP_i} \times \sum_P PW_{P,SP_i}$$

$$TD_{SP_i} = \text{the time duration of the Service Period } SP_i \text{ as stated in clause 2.1(b) of Annexure A as at the date of this deed;}$$

$$\sum_P PW_{P,SP_i} = \text{the sum of the Platform Weightings for all the Platforms for the Service Period } SP_i \text{; and}$$

$$PW_{P,SP_i} = \text{the Platform Weighting for Platform P in the Service Period } SP_i \text{ in accordance with clause 2.1 of Annexure A.}$$

(c) Total Weekly Train Weighting is calculated as:

$$\text{Total Weekly Train Weighting} = \sum_{D_i} \left[\sum_{SP_i} (RT_{SP_i} \times TW_{SP_i}) \right]$$

$$\sum_{D_i} \left[\sum_{SP_i} (RT_{SP_i} \times TW_{SP_i}) \right] = \text{the sum across all day of a week that does not include public holidays of}$$

$$\sum_{SP_i} (RT_{SP_i} \times TW_{SP_i})$$

$$\sum_{SP_i} (RT_{SP_i} \times TW_{SP_i}) = \text{the sum across all Service Period of the day of}$$

$$RT_{SP_i} \times TW_{SP_i}$$

$$RT_{SP_i} = \text{the number of Required Train Services for Service Period } SP_i \text{ as stated in clause 2.2(b) of Annexure A as at the date of this deed; and}$$

$$TW_{SP_i} = \text{the Train Weighting for the Service Period } SP_i \text{ in accordance with clause 2.2 of Annexure A.}$$

6. Service Quality Deduction

6.1 Calculation of the quarterly Service Quality Deduction (SQD_q)

The Service Quality Deduction for the relevant Operating Quarter (SQD_q) will be calculated as follows (subject to the limitation stated in clause 9(a)):

$$SQD_q = WSQDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

Where:

- $WSQDP_q$ = the Weighted Service Quality Deduction Percentage achieved for the relevant Operating Quarter, calculated in accordance with clause 6.2;
- IMD_y = the annual Indexed Maximum Deduction for Service Quality and Asset Functionality, calculated in accordance with clause 14.3(g);
- n_q = the number of days in the relevant Operating Quarter; and
- n_y = the number of days in the relevant calendar year.

6.2 Weighted Service Quality Deduction Percentage

The Weighted Service Quality Deduction Percentage achieved by OpCo for the relevant Operating Quarter ($WSQDP_q$) will be calculated as follows:

$$WSQDP_q = \left(\sum_i (SQDP_q^i \times w^{SQ}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

where:

- $\sum_i (SQDP_q^i \times w^{SQ})$ = the sum of each Service Quality KPI Deduction Percentage for the relevant Operating Quarter multiplied by its corresponding Service Quality KPI Weighting;
- $SQDP_q^i$ = for Service Quality KPI i , the actual Service Quality KPI Deduction Percentage for that Service Quality KPI i calculated in accordance with Annexure Band expressed as a percentage to two decimal places;
- w^{SQ} = for Service Quality KPI i , the Service Quality KPI Weighting for each Service Quality KPI i ; and
- $\sum SF_q^i$ = the sum of the Service Failure Points accrued in the Operating Quarter for all Service Quality KPIs and Asset Functionality KPIs calculated in accordance with Annexure B.

If, other than owing to any act or omission by OpCo, there is insufficient data available to derive a Service Quality KPI Deduction Percentage in respect of any Operating Quarter, then the Service Quality KPI Deduction Percentage for that KPI for that Operating Quarter will be deemed to be 0% for the purposes of determining the Service Quality Deduction for that Operating Quarter.

6.3 Service Quality KPIs Weightings

The Service Quality KPIs and Service Quality KPI Weightings (w^{SQ}) are as follows:

KPI No.	Service Quality KPI	Service Quality KPI Weighting (w^{SQ})
1	Train cleanliness, condition and Graffiti	22.5%
2	Station cleanliness, condition and Graffiti	6%
3	Public area and rail corridor cleanliness, condition and Graffiti	8%
4	Customer information during service disruption	2%
5	Gate management	6%
6	Customer satisfaction survey	20%
7	Complaints Management	4%
	TOTAL	68.5%

6.4 Partial Operating Quarters

If the first or last Operating Quarter is 8 weeks or longer, then the Service Quality Deduction will be calculated in accordance with this clause 6 for that Operating Quarter and the prescribed numbers of measurements in the KPI tables of Annexure B of Schedule 2 will apply.

If the first or last Operating Quarter is less than 8 weeks, then no Service Quality Deduction will be calculated for that Operating Quarter. The relevant Operating Quarter will be combined with the next or previous (as applicable) Operating Quarter for the purpose of determining the Service Quality Deduction for the next or previous (as applicable) Operating Quarter. The prescribed numbers of measurements in the KPI tables of Annexure B of Schedule 2 will apply to the combined Operating Quarters.

7. Asset Functionality Deduction

7.1 Calculation of the quarterly Asset Functionality Deduction (AFD_q)

The Asset Functionality Deduction for the relevant Operating Quarter (AFD_q) will be calculated as follows (subject to the limitation stated in clause 9(a)):

$$AFD_q = WAFDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

where:

$WAFDP_q$ = the Weighted Asset Functionality Deduction Percentage achieved for the relevant Operating Quarter, calculated in accordance with clause 7.2;

IMD_y = the annual Indexed Maximum Deduction for Service Quality and Asset Functionality, calculated in accordance with clause 14.3(g);

n_q = the number of days in the relevant Operating Quarter; and

n_y = the number of days in the relevant calendar year.

7.2 Weighted Asset Functionality Deduction Percentage

The Weighted Asset Functionality Deduction Percentage achieved by OpCo for the relevant Operating Quarter ($WAFDP_q$) will be calculated as follows:

$$WAFDP_q = \left(\sum_i (AFDP_q^i \times w^{AF}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

where:

$\sum (AFDP_q^i \times w^{AF})$ = the sum of each Asset Functionality KPI Deduction Percentage for the relevant Operating Quarter multiplied by its corresponding Asset Functionality KPI Weighting;

$AFDP_q^i$ = for Asset Functionality KPI i , the actual Asset Functionality KPI Deduction Percentage for that Asset Functionality KPI i calculated in accordance with Annexure B and expressed as a percentage to two decimal places; and

w^{AF} = for Asset Functionality KPI i , the Asset Functionality KPI Weighting for that Asset Functionality KPI i ; and

$\sum SF_q^i$ = the sum of the Service Failure Points accrued in the Operating Quarter for all Service Quality KPIs and Asset Functionality KPIs calculated in accordance with Annexure B.

If, other than owing to any act or omission by OpCo, there is insufficient data available to derive an Asset Functionality KPI Deduction Percentage in respect of any Operating Quarter, then the Asset Functionality KPI Deduction Percentage for that KPI for that Operating Quarter will be deemed to be 0% for the purposes of determining the Asset Functionality Deduction for that Operating Quarter.

If the data available to derive an Asset Functionality KPI Deduction Percentage for any Asset Functionality KPI in respect of any Operating Quarter is incomplete owing to an act or omission of OpCo, then for the purposes of calculating the relevant Asset Functionality KPI Score and Asset Functionality KPI Deduction Percentage for that Operating Quarter, the relevant asset will be deemed to have been unavailable for the time that data was unavailable.

7.3 Asset Functionality KPIs and Asset Functionality KPI Weightings

The Asset Functionality KPIs and Asset Functionality KPI Weightings (w^{AF}) are as follows:

KPI No.	Asset Functionality KPI	Asset Functionality KPI Weighting (w^{AF})
8	On-train environment (temperature and lighting)	13%
9	Station environment (temperature and lighting)	6%
10	Lift and escalator access	5%
11	Other assets availability (CCTV, Help Points, PIDs, Announcement Units, Induction Loops and ETS Equipment)	7.5%
	TOTAL	31.5%

7.4 Partial Operating Quarters

If the first or last Operating Quarter is 8 weeks or longer, then the Asset Functionality Deduction will be calculated in accordance with this clause 7 for that Operating Quarter and the prescribed numbers of measurements in the KPI tables of Annexure B of Schedule 2 will apply.

If the first or last Operating Quarter is less than 8 weeks, then no Asset Functionality Deduction will be calculated for that Operating Quarter. The relevant Operating Quarter will be combined with the next or previous (as applicable) Operating Quarter for the purpose of determining the Asset Functionality Deduction for the next or previous (as applicable) Operating Quarter. The prescribed numbers of measurements in the KPI tables of Annexure B of Schedule 2 will apply to the combined Operating Quarters.

8. Asset Management Adjustment

The Asset Management Adjustment for the relevant Operating Month (AMA_m) will be calculated as follows:

$$AMA_m = REL_m - RET_m$$

where:

RET_m = the amount withheld in the relevant Operating Month pursuant to clause 21.7(e) of the Operative Provisions; and

REL_m = the amount reimbursed pursuant to clause 21.7(f) of the Operative Provisions.

The Asset Management Adjustment may be positive or negative.

9. Limitations on Deductions

The following limitations will apply:

- (a) The sum of the Service Quality Deduction and the Asset Functionality Deduction applicable to any quarter will be limited to the Indexed Maximum Deduction for Service Quality and Asset Functionality.
- (b) If the sum of the Availability Deduction, Timeliness Deduction, Service Quality Deduction and Asset Functionality Deduction applicable on any month is greater than the Adjusted Indexed Availability Fee for that month ($AIAF_m$), then the sum of the Availability Deduction, Timeliness Deduction, Service Quality Deduction and Asset Functionality Deduction will be equal to the Adjusted Indexed Availability Fee for that month ($AIAF_m$).

10. Customer Satisfaction Payment

The Customer Satisfaction Payment for the relevant Operating Quarter (CSP_q) will be calculated as follows:

$$SQPP_q^6 \times \left(IMP_y \times \frac{n_q}{n_y} \right)$$

where:

- $SQPP_q^6$ = the Service Quality KPI Payment Percentage for KPI6;
- IMP_y = the annual Indexed Maximum Customer Satisfaction Payment, calculated in accordance with clause 14.3(h);
- n_q = the number of days in the relevant Operating Quarter; and
- n_y = the number of days in the relevant calendar year.

10A Energy Consumption Incentive Payment

The Energy Consumption Incentive Payment for the relevant Operating Year (ECIPy) will be calculated as follows:

$$ECIPP \times IMECIP_y$$

- $ECIPP$ = the Energy Consumption Incentive Payment Percentage for the Energy Consumption Incentive Payment calculated in accordance with Annexure D;
- $IMECIP_y$ = the annual Indexed Maximum Energy Consumption Incentive Payment, calculated in accordance with clause 14.3(i);

11. Service Changes

11.1 Service Changes

- (a) The Contract Service Level Requirements may be amended by TfNSW from time to time in accordance with this clause 11 to accommodate:
 - (i) long term or permanent changes to the Contract Service Level Requirements (a **Long Term Service Change**); or
 - (ii) short term changes to the Contract Service Level Requirements not already contemplated within SPR Appendix 45 (a **Short Term Service Change**).
- (b) If either TfNSW or OpCo request an amendment to the Contract Service Level Requirements which sits outside of the Service Change Limitations, such an amendment must be requested as a Modification under clause 29 or 30 of the Operative Provisions.

11.2 Amendment to the Contract Service Level Requirements

- (a) TfNSW may at any time issue to OpCo a notice titled “Service Change Notice” setting out the details of the proposed amendment to the Contract Service Level Requirements (the **Amended Contract Service Level Requirements**), the date from which the amendment is required to commence, and (if applicable) the date when service levels would revert to the then current Contract Service Level Requirements, provided that the amendment is within the Service Change Limitations. TfNSW will not be obliged to proceed with any amendment proposed in a Service Change Notice.
- (b) OpCo must within 5 Business Days of receipt of the Service Change Notice provide TfNSW with the Service Level Adjustment Amount calculated in accordance with clause 11.4 or 11.5, together with the calculation of the proposed Service Level Adjustment Amount.
- (c) Following receipt of OpCo's calculation of the Service Level Adjustment Amount (or any failure by OpCo to provide the calculation) TfNSW may elect to either:
 - (i) require OpCo to implement the Amended Contract Service Level Requirements from the required date in accordance with the Service Change Notice; or
 - (ii) withdraw the proposed amendment.
- (d) Following a request from TfNSW to implement the Amended Contract Service Level Requirements and in accordance with clause 11.2(c)(i), on the date from which the amendment is to apply, the Contract Service Level Requirements will be replaced by the Amended Contract Service Level Requirements. The Service Level Adjustment Amount will apply from that date, until (if applicable) the date before the day that the service levels are required to revert to the previous Contract Service Level Requirements.

11.3 Service Change Limitations

Long Term Service Changes in accordance with this clause 11 must not result in Contract Service Level Requirements with levels less than the “Minimum” or greater than the “Maximum” set out in the table below.

	Minimum	Maximum
Trains per hour: Peak Period	6	15
Trains per hour: Off-Peak Period	3	12
Number of Peak Period hours per day (Monday to Friday)	5.5	7
Number of Peak Period hours per day (Saturday)	0	6
Number of Peak Period hours per day (Sunday)	0	6
Operating Hours per week	133.81	154.81

Short Term Service Changes in accordance with this clause 11 must not result in a Contract Service Level Requirement with levels greater than the “Maximum” set out in the table below.

	Maximum
Number of consecutive days of adjustment	5
Trains per hour: Peak Period	15
Trains per hour: Off-Peak Period	6
Number of Peak Period hours per day (Monday to Friday)	24
Number of Peak Period hours per day (Saturday)	24
Number of Peak Period hours per day (Sunday)	24
Operating Hours per day	24

11.4 Calculation of the Long Term Service Level Adjustment Amount

The Long Term Service Level Adjustment Amount ($LSLA_y$) will be calculated as follows:

$$LSLA_y = ILMP_{km} \times (RSK_y - BSK_y) + ILMP_{hr} \times (ROH_y - BOH_y)$$

where:

$ILMP_{km}$ = the Indexed Long Term Marginal Price per Service Kilometre;

RSK_y = the total of Required Service Kilometres per year (following the Long Term Service Change);

BSK_y = the Base Service Kilometres;

$ILMP_{hr}$ = the Indexed Long Term Marginal Price per Operating Hour;

ROH_y = the Required Operating Hours per year (following the Long Term Service Change); and

BOH_y = the Base Operating Hours per year.

11.5 Calculation of the Short Term Service Level Adjustment Amount

The Short Term Service Level Adjustment Amount ($SSLA_d$) applicable to each day during which a Short Term Service Change applies will be calculated as follows:

$$SSLA_d = ISMP_{km} \times (RSK_d - BSK_d) + ISMP_{hr} \times (ROH_d - BOH_d)$$

where:

$ISMP_{km}$ = the Indexed Short Term Marginal Price per Service Kilometre;

RSK_d = the Required Service Kilometres for that day (following the Short Term Service Change);

BSK_d = the Base Service Kilometres scheduled for that day consistent with the then current Contract Service Level Requirements (before application of the Short Term Service Change);

$ISMP_{hr}$ = the Indexed Short Term Marginal Price per Operating Hour;

ROH_d = the Required Operating Hours for that day (following the Short Term Service Change); and

BOH_d = the Base Operating Hours for that day required under the then current Contract Service Level Requirements

12. Floating Rate Amount

12.1 Calculation of the Floating Rate Amount

The Floating Rate Amount for each Operating Month (FRA_m) will be calculated as follows:

$$FRA_m = (AIP_q - BIP_q) \times \frac{n_m}{n_q}$$

where:

AIP_q = the Actual Floating Rate Interest Payment for the Operating Quarter;

BIP_q = the Base Case Floating Rate Interest Payment for the Operating Quarter;

n_m = the number of days in the relevant Operating Month which occur after the second anniversary of the Original Date for Completion; and

n_q = the number of days in the relevant Operating Quarter.

The Floating Rate Amount may be positive or negative.

13. Energy Deduction

The Energy Deduction for an Operating Month will be calculated as:

- (a) the maximum demand component of any Network Charges paid by TfNSW to Ausgrid and Endeavour Energy in relation to the Operating Month; less
- (b) the maximum demand component of any Network Charges that would have been payable by TfNSW to Ausgrid and Endeavour Energy in relation to the Operating Month if OpCo had complied with clause 9.17(b)(v) of the Operative Provisions.

14. Indexation

14.1 Indexation Principles

- (a) The CPI Indexation Factor and WPI Indexation Factor are applied and calculated in accordance with this clause 14.
- (b) On the first day of each Quarter the CPI Indexation Factor will be recalculated and this CPI Indexation Factor will apply until the end of that Quarter.
- (c) On the first day of each Quarter the WPI Indexation Factor will be recalculated and this WPI Indexation Factor will apply until the end of that Quarter.

14.2 Indexation Factors

- (a) The CPI Indexation Factor for Quarter q ($ICPI_q$) will be calculated as follows:

$$ICPI_q = \frac{CPI_{q-2}}{CPI_0}$$

where:

CPI_{q-2} = CPI published for the Quarter ended three months prior to the start of the Quarter q; and

CPI_0 = CPI published for the Quarter preceding the Quarter most recently ended prior to Financial Close.

- (b) The WPI Indexation Factor for Quarter q ($IWPI_q$) will be calculated as follows:

$$IWPI_q = \frac{WPI_{q-2}}{WPI_0}$$

where:

WPI_{q-2} = WPI published for the Quarter ended three months prior to the start of Quarter q; and

WPI_0 = WPI published for the Quarter preceding the Quarter most recently ended prior to Financial Close.

14.3 Application of Indexation Factors

- (a) The Indexed Long Term Marginal Price per Service Kilometre ($ILMPkm_q$) will be calculated each Quarter as follows:

$$ILMPkm_q = BLMPkm \times ICPI_q$$

where:

$BLMPkm$ = the Base Long Term Marginal Price per Service Kilometre; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (b) The Indexed Short Term Marginal Price per Service Kilometre ($ISMPkm_q$) will be calculated each Quarter as follows:

$$ISMPkm_q = BSMPkm \times ICPI_q$$

where:

$BSMPkm$ = the Base Short Term Marginal Price per Service Kilometre; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (c) The Indexed Long Term Marginal Price per Operating Hour (**ILMP_{hr}**) will be calculated each Quarter as follows:

$$ILMP_{hr} = BLMP_{hr} \times ICPI_q$$

where:

BLMP_{hr} = the Base Long Term Marginal Price per Operating Hour; and

ICPI_q = the CPI Indexation Factor for Quarter q.

- (d) The Indexed Short Term Marginal Price per Operating Hour (**ISMP_{hr}**) will be calculated each Quarter as follows:

$$ISMP_{hr} = BSMP_{hr} \times ICPI_q$$

where:

BSMP_{hr} = the Base Short Term Marginal Price per Operating Hour; and

ICPI_q = the CPI Indexation Factor for Quarter q.

- (e) The Indexed Availability Fee (**IAF_y**) will be calculated each Quarter as follows:

$$IAF_y = \text{Indexing Component 1} \times ICPI_q + \text{Indexing Component 2} \times IWPI_q + \text{Benchmarked Insurance Component} \times (ICPI_q / ICPI_{IBQ}) + \text{Non-Indexing Component}$$

where:

Indexing Component 1 = the Indexing Component 1 of the Service Payment as specified in Annexure A;

Indexing Component 2 = the Indexing Component 2 of the Service Payment as specified in Annexure A;

Benchmarked Insurance Component = the Benchmarked Insurance Component of the Service Payment as specified in Annexure A;

Non-Indexing Component = the Non-Indexing Component of the Service Payment as specified in Annexure A;

ICPI_q = the CPI Indexation Factor for Quarter q;

IWPI_q = the WPI Indexation Factor for Quarter q; and

ICPI_{IBQ} = the CPI Indexation Factor for the quarter in which the most recent Insurance Benchmark Date occurred.

- (f) The Indexed Lifecycle Component (**ILCC_y**) will be calculated each Quarter as follows:

$$ILCC_y = BLCC_y \times ICPI_q$$

where:

$BLCC_y$ = the Base Lifecycle Component; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (g) The annual Indexed Maximum Deduction for Service Quality and Asset Functionality (**IMD_y**) will be calculated each Quarter as follows:

$$IMD_y = BMD_y \times ICPI_q$$

where:

BMD_y = the annual Base Maximum Deduction for Service Quality and Asset Functionality; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (h) The annual Indexed Maximum Customer Satisfaction Payment (**IMP_y**) will be calculated each Quarter as follows:

$$IMP_y = BMP_y \times ICPI_q$$

where:

BMP_y = the annual Base Maximum Customer Satisfaction Payment; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (i) The annual Indexed Maximum Energy Consumption Incentive Payment (**IMECIP_y**) will be calculated as follows:

$$IMECIP_y = BMECIP \times ICPI_q$$

where:

$BMECIP$ = the annual Base Maximum Energy Consumption Incentive Payment; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

15. Relief from Availability Deductions and Timeliness Deduction for Planned Service Disruption and Additional Planned Service Disruption

- (a) OpCo will be entitled to claim a reduction in the Availability Deductions and Timeliness Deduction for each day on which Planned Service Disruption occurs. The Availability Deductions and Timeliness Deductions on such days will be calculated based on:
- (i) 0% of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 which would arise directly from achieving the Temporary Service Level as notified; plus
 - (ii) 100% of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 based on actual performance against the Temporary Service Level (in lieu of the relevant Contract Service Level Requirements).
- (b) OpCo will be entitled to claim a reduction in the Availability Deductions and Timeliness Deduction for each day on which Additional Planned Service Disruption occurs. The Availability Deductions and Timeliness Deductions on such days will be calculated based on:
- (i) 80% of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 which would arise directly from achieving the Temporary Service Level as notified; plus
 - (ii) 100% of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 based on actual performance against the Temporary Service Level (in lieu of the relevant Contract Service Level Requirements).

16. Relief from Availability Deductions and Timeliness Deduction for Incidents or directions

16.1 Relief from Availability Deductions and Timeliness Deductions

Any Missed Train Service, Customer Delay Measure or Availability Deduction for Platform Closures accrued as a consequence of OpCo:

- (a) responding to an Incident caused by:
- (i) Sydney Trains; or
 - (ii) another rail operator or contractor, other than an OpCo Contractor, on the Sydney metropolitan rail network,

except where OpCo fails to respond in accordance with the Interface Protocols or as otherwise directed by TfNSW or Sydney Trains;

- (b) complying with a direction of an Emergency Services Organisation, or TfNSW's Representative; or
- (c) responding appropriately in the circumstances to an Incident that threatens life safety,

will be excluded from the calculations of Availability Deductions and Timeliness Deductions except where the Incident or direction arises as the result of any act or omission of OpCo or an OpCo Contractor.

16.2 Claim for reduced Availability Deductions and/or Timeliness Deductions

Within 5 Business Days of a Major Service Disruption, OpCo may submit a claim for a reduction in Availability Deductions and/or Timeliness Deductions where:

- (a) OpCo can demonstrate that it has responded to the Major Service Disruption in a manner which mitigated the impact on Customers; and
- (b) OpCo's response has resulted in Availability Deductions or Timeliness Deductions greater than could have been achieved if they had responded in a manner less desirable for Customers,

TfNSW may approve or reject any such claim in its absolute discretion. Notwithstanding any claim which OpCo may have submitted under this clause, OpCo must submit a claim for payment after the relevant Operating Month in accordance with clause 18 of this Schedule 2 including the Availability Deductions or Timeliness Deductions calculated based on OpCo's actual response to the Major Service Disruption.

17. Monitoring Requirements

17.1 Appointment of Quality Assurance Inspector

- (a) For Service Quality KPI1, KPI2, KPI3 and for the Asset Functionality KPI8 and KPI9, TfNSW will appoint a Quality Assurance Inspector to undertake the Quality Assurance Program in accordance with the processes set out in Annexure B.
- (b) The cost of the surveys undertaken pursuant to clause 17.1(a) will be paid by TfNSW.
- (c) TfNSW or the Quality Assurance Inspector will provide OpCo with notice of not less than 1 hour prior to the commencement of any inspections being part of the Quality Assurance Program. OpCo will be invited to accompany the Quality Assurance Inspector on all inspections.

17.2 Appointment of Customer Surveyor

- (a) For Service Quality KPI 6, TfNSW and OpCo will jointly appoint a Customer Surveyor, or Customer Surveyors, to undertake the relevant surveys in accordance with the process set out in Annexure B.
- (b) The cost of the Customer Surveys undertaken pursuant to clause 17.2(a) will be shared equally between TfNSW and OpCo. To the extent that OpCo requires any

additional questions to be asked or requires that a larger sample be taken, the additional costs arising will be borne by OpCo.

- (c) For Service Quality KPI 4, TfNSW will carry out or will appoint a Customer Surveyor to undertake the relevant surveys in accordance with the process set out in Annexure B.
- (d) The cost of the Customer Surveys undertaken pursuant to clause 17.2(c) will be borne by TfNSW.

17.3 Provision of Information to OpCo

No later than 5pm on the first day following the end of the relevant Operating Quarter, TfNSW will provide OpCo with all reports and data collected in relation to the Quality Assurance Program and Customer Surveys carried out pursuant to clauses 17.1 and 17.2 and Annexure B.

17.4 Self-Monitoring

With the exception of the KPIs and the components of KPIs referred to in clauses 17.1 and 17.2, OpCo must monitor and report on all performance metrics required for the purposes of calculating the Service Payment in accordance with this Schedule 2.

18. Payment Claims

Claims for payment submitted by OpCo after each Operating Month in accordance with clause 25.4 of the Operative Provisions must be in the format set out in Annexure C.

Annexure A

1. Components of the Service Payment

1.1 The Base Availability Fee

- (a) The values in the table below will apply for each day of the Operations Phase from the Date for Completion to the Original Expiry Date.

	Components of the Base Availability Fee (\$ per annum)	Applicable Indexation Factor
Indexing Component 1	As per Base Availability Fee section in the Model Outputs Schedule	ICPI _q
Indexing Component 2	As per Base Availability Fee section in the Model Outputs Schedule	IWPI _q
Benchmarked Insurance Component	As per Base Availability Fee section in the Model Outputs Schedule	ICPI _q
Non-Indexing Component	As per Base Availability Fee section in the Model Outputs Schedule	None
Base Availability Fee	As per Base Availability Fee section in the Model Outputs Schedule	

- (b) If the Date of Completion occurs prior to the Date for Completion, the values in the table below will apply for each day of the Operations Phase prior to the Date for Completion.

	Components of the Base Availability Fee (\$ per annum)	Applicable Indexation Factor
Indexing Component 1	As per Base Availability Fee section in the Model Outputs Schedule	ICPI _q
Indexing Component 2	As per Base Availability Fee section in the Model Outputs Schedule	IWPI _q

Benchmarked Insurance Component	As per Base Availability Fee section in the Model Outputs Schedule	ICPI _q
Non-Indexing Component	As per Base Availability Fee section in the Model Outputs Schedule	None
Base Availability Fee	As per Base Availability Fee section in the Model Outputs Schedule	

- (c) If the Date of Completion occurs prior to the Date for Completion, Indexing Component 1, Indexing Component 2 and the Non-Indexing Component applicable for the month in which the Date For Completion falls will each be the weighted average of the component values stated in (a) and (b) above, weighted by the number of days applicable.

1.2 Base Lifecycle Component

- (a) The values in the table below will apply from the Date of Completion.

Lifecycle Year	Base Lifecycle Component (BLCC_y) (\$ per annum)
1	As per Base Lifecycle section in the Model Outputs Schedule
2	As per Base Lifecycle section in the Model Outputs Schedule
3	As per Base Lifecycle section in the Model Outputs Schedule
4	As per Base Lifecycle section in the Model Outputs Schedule
5	As per Base Lifecycle section in the Model Outputs

Lifecycle Year	Base Lifecycle Component (BLCC_y) (\$ per annum)
	Schedule
6	As per Base Lifecycle section in the Model Outputs Schedule
7	As per Base Lifecycle section in the Model Outputs Schedule
8	As per Base Lifecycle section in the Model Outputs Schedule
9	As per Base Lifecycle section in the Model Outputs Schedule
10	As per Base Lifecycle section in the Model Outputs Schedule
11	As per Base Lifecycle section in the Model Outputs Schedule
12	As per Base Lifecycle section in the Model Outputs Schedule
13	As per Base Lifecycle section in the Model Outputs Schedule
14	As per Base Lifecycle section in the Model Outputs Schedule
15	As per Base

Lifecycle Year	Base Lifecycle Component (BLCC_y) (\$ per annum)
	Lifecycle section in the Model Outputs Schedule
16	As per Base Lifecycle section in the Model Outputs Schedule

- (b) If the Date of Completion occurs prior to the Date for Completion and as a result there are more than 15 Lifecycle Years falling within the Term, then the Base Lifecycle Component for Lifecycle Year 16 will apply for the final months of the Term.

1.3 Base marginal prices relevant to the Service Level Adjustment

- (a) Base Short Term Marginal Price per Service Kilometre = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule
- (b) Base Short Term Marginal Price per Operating Hour = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule
- (c) Base Long Term Marginal Price per Service Kilometre = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule
- (d) Base Long Term Marginal Price per Operating Hour = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule

1.4 Floating Rate Amount

Operating Quarter	Base Case Floating Rate Debt	Base Case Floating Rate Interest Payment (BIP_q)
1	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
2	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
3	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
4	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
5	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule

Operating Quarter	Base Case Floating Rate Debt	Base Case Floating Rate Interest Payment (BIP_q)
6	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
7	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
8	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
9	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
10	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
11	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
12	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
13	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
14	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
15	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
16	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
17	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
18	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
19	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
20	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
21	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
22	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule

Operating Quarter	Base Case Floating Rate Debt	Base Case Floating Rate Interest Payment (BIP_q)
23	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
24	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
25	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
26	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
27	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
28	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
29	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
30	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
31	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
32	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
33	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
34	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
35	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
36	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
37	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
38	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
39	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule

Operating Quarter	Base Case Floating Rate Debt	Base Case Floating Rate Interest Payment (BIP_q)
40	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
41	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
42	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
43	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
44	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
45	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
46	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
47	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
48	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
49	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
50	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
51	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
52	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
53	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
54	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
55	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
56	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule

Operating Quarter	Base Case Floating Rate Debt	Base Case Floating Rate Interest Payment (BIP _q)
57	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
58	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
59	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
60	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule

Note: Operating Quarter 1 in the table above is the Quarter in which the Date for Completion lies.

1.5 Direct adjustments to the Service Payment

The following inputs to the Service Payment may be adjusted without updating the Base Case Financial Model:

- (a) Service Level Adjustments, pursuant to clause 11.2 of this Schedule 2; and
- (b) the Benchmarked Insurance Component, pursuant to clause 38.16(c) of the Operative Provisions; and
- (c) the Benchmarked Insurance Component, pursuant to clause 39.3(a) of the Operative Provisions.

2. Weightings

2.1 Platform Weighting

- (a) The following Platform Weightings apply:

From Cudgegong Road															
Headway Monitored Platform (in the absence of Closed Platform within the group)		Rouse Hill (from Cudgegong Road to Chatswood)				Castle Hill (from Cudgegong Road to Chatswood)				Macquarie University (from Cudgegong Road to Chatswood)					
Platform Group		Rouse Hill Up Group				Castle Hill Up Group				Macquarie University Up Group					
Day of the Week	Platforms	Platform Weightings				Platform Group Weighting	Platform Weightings			Platform Group Weighting	Platform Weightings				Platform Group Weighting
		Cudgegong Road	Rouse Hill	Kelly Ville	Bella Vista		Norwest	Showground	Castle Hill		Cherrybrook	Epping	Macqu. Uni.	Macqu.Park	
Monday to Friday	Early AM														
	AM Peak														
	Day														
	PM Peak														
	Evening														
Saturday	Early AM														
	AM Peak														
	Day														
	PM Peak														
	Evening														
Sunday & public holidays	Early AM														
	AM Peak														
	Day														
	PM Peak														
	Evening														

From Chatswood																
Headway Monitored Platform (in the absence of Closed Platform within the group)		Macquarie University (from Chatswood to Cudgong Road)					Castle Hill (from Chatswood to Cudgong Road)				Rouse Hill (from Chatswood to Cudgong Road)					
Platform Group		Macquarie University Down Group					Castle Hill Down Group				Rouse Hill Down Group					
Day of the Week	Platforms	Platform Weightings					Platform Group Weighting	Platform Weightings				Platform Group Weighting	Platform Weightings			Platform Group Weighting
		Chatswood	North Ryde	Macqu.Park	Macqu. Uni.	Epping		Cherrybrook	Castle Hill	Showground	Norwest		Bella Vista	Kelly Ville	Rouse Hill	
Monday to Friday	Early AM															
	AM Peak															
	Day															
	PM Peak															
Saturday	Evening															
	Early AM															
	AM Peak															
	Day															
Sunday & public holidays	PM Peak															
	Evening															
	Early AM															
	AM Peak															

(b) The Total Weekly Platform Weighting, calculated in accordance with clause 5.7(b) of Schedule 2, must be equal to

Day	Service Period	Aggregated Platform Weightings Across all platforms		Service Period Duration (minutes) (C)	Total Platform Weighting (A+B)xC
		From Cudgegong Road Station (A)	From Chatswood Station (B)		
Monday to Thursday (except public holiday)	Early AM	_____	_____		
	AM Peak	_____	_____		
	Day	_____	_____		
	PM Peak	_____	_____		
	Evening	_____	_____		
	Sub-total weekday total platform weighting (D)				
Friday	Early AM	_____	_____		
	AM Peak	_____	_____		
	Day	_____	_____		
	PM Peak	_____	_____		
	Evening	_____	_____		
	Sub-total Friday total platform weighting (E)				
Saturday	Early AM	_____	_____		
	AM Peak	_____	_____		
	Day	_____	_____		
	PM Peak	_____	_____		
	Evening	_____	_____		
	Sub-total Saturday total platform weighting (F)				
Sunday and Public Holiday	Early AM	_____	_____		
	AM Peak	_____	_____		
	Day	_____	_____		
	PM Peak	_____	_____		
	Evening	_____	_____		
	Sub-total Sunday total platform weighting (G)				
Total Weekly Platform Weighting = 4x(D) + (E) + (F) + (G) =					

2.2 Train Weighting

- (c) The table below shows the Train Weightings to be applied in the calculation of the Journey Time Customer Delay Measure in accordance with clause 5.3 of Schedule 2.
- (d) The Total Weekly Train Weighting, calculated in accordance with clause 5.7(c) of Schedule 2, must be equal to

Day	Service Period	Train Weighting	Total number of Train Services in each direction (C)	From Cudgegong Road Station (AxC)	From Chatswood Station (BxC)	Total Train Weighting (A+B)xC
		From Cudgegong Road Station (A)				
Monday to Thursday	Early AM					
	AM Peak					
	Day					
	PM Peak					
	Evening					
	Sub-total weekday train weighting (D)					
Friday	Early AM					
	AM Peak					
	Day					
	PM Peak					
	Evening					
	Sub-total Friday train weighting (E)					
Saturday	Early AM					
	AM Peak					
	Day					
	PM Peak					
	Evening					
	Sub-total Saturday train weighting (F)					
Sunday and Public Holiday	Early AM					
	AM Peak					
	Day					
	PM Peak					
	Evening					
	Sub-total Sunday train weighting (G)					
Total Weekly Platform Weighting = 4x(D) + (E) + (F) + (G) =						

2.3 Day Weighting

Day	Day Weighting
weekday	130%
Saturday	33%
Sunday and public holiday	20%

3. Matrix of Origin Destination Pairs

(min):(secs)		To													
		Cudgegong Road	Rouse Hill	Kellyville	Bella Vista	Norwest	Showground	Castle Hill	Cherrybrook	Epping	Macqu. Uni.	Macqu. Park	North Ryde	Chatswood	
From	Cudgegong Road														
	Rouse Hill														
	Kellyville														
	Bella Vista														
	Norwest														
	Showground														
	Castle Hill														
	Cherrybrook														
	Epping														
	Macquarie University														
	Macquarie Park														
	North Ryde														
	Chatswood														

4. Daily CDM Tolerance

- (a) The Daily CDM Tolerance amounts to:
- (i) 10,000 CDM per day for any weekday;
 - (ii) 2,000 CDM per day for Saturday; and
 - (iii) 1,000 CDM per day for Sunday and public holidays.
- (b) Following an update of the Platform Weightings and Train Weightings, the Daily CDM Tolerance will be amended in accordance with the following:
- (i) Daily CDM Tolerance for a weekday will be adjusted in proportion with the change in the sub-total weekday Train weighting of the table in clause (d) of this Annexure A.
 - (ii) Daily CDM Tolerance for Saturday will be adjusted in proportion with the change in the sub-total Saturday train weighting presented in the table in clause (d) of this Annexure A.
 - (iii) Daily CDM Tolerance for Sunday or public holiday will be adjusted in proportion with the change in the sub-total Sunday / public holiday train weighting presented in the table in clause (d) of this Annexure A.

5. Service Periods

5.1 Monday to Thursday Service Periods

OpCo must provide in each Service Period the Required Train Services at the Maximum Headway as listed in the table below.

Monday to Thursday Service Period table: Cudgegong Road Station to Chatswood Station								
Service Period		Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)	
Early AM	From							
	To							
AM peak	From							
	To							
Day	From							
	To							
PM peak	From							
	To							
Evening	From							
	To							
Daily total								

Monday to Thursday Service Period table: Chatswood Station to Cudgegong Road Station								
Service Period		Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Services (A) + (B)
Early AM	From							
	To							
AM peak	From							
	To							
Day	From							
	To							
PM peak	From							
	To							
Evening	From							
	To							
Daily total								

5.2 Friday Required Service Periods

OpCo must provide in each Service Period the Required Train Services at the Maximum Headway as listed in the table below.

Friday Service Period table: Cudgegong Road Station to Chatswood Station							
Service Period		Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)
Early AM	From						
	To						
AM peak	From						
	To						
Day	From						
	To						
PM peak	From						
	To						
Evening	From						
	To						
Daily total							

Friday Service Period table: Chatswood Station to Cudgegong Road Station								
Service Period		Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Service (A) + (B)
Early AM	From							
	To							
AM peak	From							
	To							
Day	From							
	To							
PM peak	From							
	To							
Evening	From							
	To							
Daily total								

5.3 Saturday Required Service Periods

OpCo must provide in each Service Period the Required Train Services at the Maximum Headway as listed in the table below.

Saturday Service Period table: Cudgegong Road Station to Chatswood Station							
Service Period		Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)
Early AM	From						
	To						
AM	From						
	To						
Day	From						
	To						
PM	From						
	To						
Evening	From						
	To						
Daily total							

Saturday Service Period table: Chatswood Station to Cudgegong Road Station								
Service Period		Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Services (A) + (B)
Early AM	From							
	To							
AM	From							
	To							
Day	From							
	To							
PM	From							
	To							
Evening	From							
	To							
Daily total								

5.4 Sunday Required Service Periods

OpCo must provide in each Service Period the Required Train Services at the Maximum Headway as listed in the table below.

Sunday Service Period table: Cudgegong Road Station to Chatswood Station								
Service Period		Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)	
Early AM	From							
	To							
AM	From							
	To							
Day	From							
	To							
PM	From							
	To							
Evening	From							
	To							
Daily total								

Sunday Service Period table: Chatswood Station to Cudgegong Road Station								
Service Period		Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Services (A) + (B)
Early AM	From							
	To							
AM	From							
	To							
Day	From							
	To							
PM	From							
	To							
Evening	From							
	To							
Daily total								

5.5 Anzac Day extension of Service Periods

OpCo must provide in each Service Period the additional Required Train Services at the Maximum Headway as listed in the table below.

Anzac Day additional Required Train Services							
Cudgegong Road Station to Chatswood Station							
Service Period	Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)	
Early AM	from						
	to						
Daily total							

Anzac Day additional Required Train Services							
Chatswood Station to Cudgegong Road Station							
Service Period	Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Services (A) + (B)
Early AM	from						
	to						
Daily total							

5.6 Sydney Mardi Gras (Saturday evening event) extension of Service Periods

OpCo must provide in each Service Period the additional Required Train Services at the Maximum Headway as listed in the table below.

Sydney Mardi Gras (Saturday evening event) additional Required Train Services							
Cudgegong Road Station to Chatswood Station							
Service Period	Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)	
Daily total							

Sydney Mardi Gras (Saturday evening event) additional Required Train Services							
Chatswood Station to Cudgegong Road Station							
Service Period	Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Services (A) + (B)
Daily total							

5.7 New Years Eve extension of Service Periods

OpCo must provide in each Service Period the additional Required Train Services at the Maximum Headway as listed in the table below.

New Year Eve additional Required Train Services							
Cudgegong Road Station to Chatswood Station							
Service Period	Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)	
If the event falls on Sunday to Thursday							
Late Evening	from						
	to						
Daily total							
If the event falls on Friday to Saturday							
Late Evening	from						
	to						
Daily total							

New Year Eve additional Required Train Services							
Chatswood Station to Cudgegong Road Station							
Service Period	Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Services (A) + (B)
Late Evening	from						
	to						
Daily total							
Late Evening	from						
	to						
Daily total							

5.8 Public Holiday falls on a day where the following day is not a normal working day

OpcO must provide in each Service Period the additional Required Train Services at the Maximum Headway as listed in the table below.

Public Holiday additional Required Train Services							
Cudgegong Road Station to Chatswood Station							
Service Period	Departure time at Cudgegong Road Station	Arrival time at Rouse Hill Station	Arrival time at Castle Hill Station	Arrival time at Macquarie University Station	Maximum Headway	Number of Required Train Services (A)	
If falls on a day where the following day is not a normal working day							
Late Evening	from						
	to						
Daily total							

Public Holiday additional Required Train Services							
Chatswood Station to Cudgegong Road Station							
Service Period	Departure time at Chatswood Station	Arrival time at Macquarie University Station	Arrival time at Castle Hill Station	Arrival time at Rouse Hill Station	Maximum Headway	Number of Required Train Services (B)	Total Number of Required Train Services (A) + (B)
If falls on a day where the following day is not a normal working day							
Late Evening	from						
	to						
Daily total							

Annexure B - Service Quality and Asset Functionality KPIs

Part A: KPI Tables

KPI n°1	Train cleanliness, condition and Graffiti
<p>What and How to measure</p>	<p><i>What to measure</i></p> <p>Measurement of cleanliness, condition, presence of litter, Graffiti and etching of the interior of Train cars.</p> <p>Measurement of cleanliness and Graffiti of the exterior of Train cars.</p> <p><i>How to measure</i></p> <p>Surveys of Car Exteriors and Car Interiors will be carried out every Operating Quarter on dates randomly chosen by the Quality Assurance Inspector and stratified so as to be spread across the Operating Quarter. Train will be surveyed while in revenue service.</p> <p>The Quality Assurance Inspector will be appointed in accordance with clause 17.1 of this Schedule 2.</p> <p>The minimum number of Car Exteriors and Cars Interiors assessed in each Operating Quarter will be 300 in total:</p> <ul style="list-style-type: none"> (i) Car Exterior (minimum 80) (ii) Car Interior (minimum 220), that can be further broken-down within: <ul style="list-style-type: none"> o Car Interior Seats (minimum 220) o Car Interior Excluding Seats (minimum 220) <p>TfNSW may elect to increase the number of Car Exteriors and Car Interiors (above the minimum of 300) in any Operating Quarter.</p> <p><i>Scale used for assessment of the Car Exterior and Car Interior</i></p> <p>When assessing the Car Exteriors the Quality Assurance Inspector will use the Car Exterior Assessment Scale and:</p> <ul style="list-style-type: none"> ▪ assess each Car Exterior against the External Cleanliness Assessment Category; and ▪ assess each Car Exterior against the External Graffiti and Etching Assessment Category. <p>When assessing the Car Interiors, the Quality Assurance Inspector will use the Car Interior Assessment Scale and:</p> <ul style="list-style-type: none"> ▪ assess each Car Interior Seats against both the Cleanliness Assessment Category and the Condition Assessment Category. The Level of the Cleanliness and Condition Assessment of a Car Interior Seats is defined as the lowest Level obtained against these two categories; ▪ assess each Car Interior Excluding Seats against both the Cleanliness Assessment Category and the Condition Assessment Category. The Level of the Cleanliness and Condition Assessment of a Car Interior Excluding Seats is defined as the lowest Level obtained against these two categories; ▪ assess each Car Interior against the Graffiti and Etching Assessment Category; and ▪ assess each Car Interior against the Litter Assessment Category. <p>The previous will result each Operating Quarter in a minimum of 1040 Assessments:</p> <ul style="list-style-type: none"> ▪ 80 Car Exterior External Cleanliness Assessments (Ext : Clean.); ▪ 80 Car Exterior External Graffiti Assessments (Ext : Graff&Etch); ▪ 220 Car Interior Seats Cleanliness and Condition Assessments (Int S : Clean&Cd);

- 220 Car Interior Excluding Seats Cleanliness and Condition Assessments (Int NS : Clean&Cd);
- 220 Car Interior Graffiti and Etching Assessments (Int : Graff&Etch); and
- 220 Car Interior Litter Assessments (Int : Lit).

Car Exterior Assessment Scale

For each assessment category, the Quality Assurance Inspector will take the worst example visible.

Assessment Category		
Level	Cleanliness	Graffiti and Etching
3	<ul style="list-style-type: none"> ▪ Spotlessly clean with no marks, dust, grime or dirt 	<ul style="list-style-type: none"> ▪ No Graffiti visible
2	<ul style="list-style-type: none"> ▪ Very clean appearance for the exterior of the Train; and ▪ Negligible dust, grime, dirt, marks or “streaking” 	<ul style="list-style-type: none"> ▪ No Graffiti visible
1	<ul style="list-style-type: none"> ▪ Many dirty marks, built up grime, dust or dirt; and ▪ Low risk of contact with clothing or property. 	<ul style="list-style-type: none"> ▪ Graffiti visible
0	<ul style="list-style-type: none"> ▪ Extensive dirty marks, grime, dust or dirt; or ▪ Risk of contact and of soiling clothes or property. 	<ul style="list-style-type: none"> ▪ Graffiti visible

Car Interior Assessment Scale

For each assessment category, the Quality Assurance Inspector will take the worst example visible.

Assessment Category				
Level	Cleanliness	Condition	Graffiti and Etching	Litter
3	<ul style="list-style-type: none"> ▪ Completely clean, would need to examine closely to notice contaminants¹ 	<ul style="list-style-type: none"> ▪ As new 	<ul style="list-style-type: none"> ▪ No Graffiti/etching on any Train Surface 	<ul style="list-style-type: none"> ▪ No litter
2	<ul style="list-style-type: none"> ▪ Visible quantity of contaminant (e.g. visible layer of dust, dirt in crevices, that can be seen from 1-2 metres away) 	<ul style="list-style-type: none"> ▪ Some evidence of regular wear and tear 	<ul style="list-style-type: none"> ▪ Up to 1/3 of a Train Surface is covered by Graffiti/etched ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ Less than 4 visible items of litter ▪ No more than 1 visible Unacceptable Litter Item
1	<ul style="list-style-type: none"> ▪ Contaminant is wet, sticky, greasy, sharp or dangerous 	<ul style="list-style-type: none"> ▪ Some visible damage to the item(s), or ▪ Temporary-looking or mismatching repairs (e.g. patch up or mismatching fabric type on a seat) 	<ul style="list-style-type: none"> ▪ More than 1/3 of a Train Surface is covered by Graffiti/etched, but no more than 2/3 ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ More than 4 Visible items of litter, or ▪ More than 1 Unacceptable Litter Item
0	<ul style="list-style-type: none"> ▪ Contaminant has an offensive odour, or ▪ Customer would have clothes / shoes soiled by contaminant, or could be harmed, if they behaved as usual (e.g. spill on floor or pavement which cannot be easily walked around, large pile of dirt on seat, chewing gum on handrail, particles emitted from air) 	<ul style="list-style-type: none"> ▪ Loss of the item’s functionality (e.g. leaking roof or canopy, seat broken or missing, floor becoming a trip hazard, insecure/sharp window sill, window stuck open / closed) 	<ul style="list-style-type: none"> ▪ More than 2/3 of a Train Surface is covered by Graffiti/etched ▪ Unacceptable Graffiti Item(s) 	<ul style="list-style-type: none"> ▪ More than 4 Visible items of litter, or ▪ More than 1 Unacceptable Litter Item

	<p style="text-align: center;">conditioning vent)</p> <p>¹ Contaminant = any fine particles, liquid (wet or dried on) or biological waste (e.g. dirt, grime, dust, marks, stains, spills, chewing gum, blood, excreta, glass fragments)</p> <p><i>Car Exterior and Car Interior assessment methodology</i></p> <p>When assessing (i) Car Exterior the Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> a. assess a randomly selected car from a safely accessible position granting a good view of the Car Exterior, starting at a random start time and continuing until the randomly set quota for that day is fulfilled; b. look at the exterior of a whole single side of each randomly selected car; and c. change position as necessary to inspect an approximately equal number of Car Exterior from each side. <p>When assessing (ii) Car Interior the Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> a. enter a randomly selected car in successive Train (starting at a random start time, location and direction) until the randomly set quota for that day and that direction is fulfilled. If the Quality Assurance Inspector arrives at a terminus Station and the quota has not been fulfilled, the Quality Assurance Inspector will complete the quota by continuing the survey on a randomly selected Train travelling in the opposite direction (but excluding any car that has already been inspected that day); b. survey each Car Interior by inspecting all sides and surfaces of the selected car; c. survey each Car Interior Seats by inspecting all sides and surfaces of all the seats of the selected car; and d. survey each Car Interior Excluding Seats by inspecting all sides and surfaces of the selected car except the seats. <p>The Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> a. assess the Car Exteriors, Car Interiors, Car Interior Seats and Car Interior Excluding Seats against appropriate assessment scales (using the Reference Pictures where possible); b. take a photograph as appropriate to support the assessment; c. record the date, time, location and any notes in support of their assessment; and d. provide all data, photographic records and assessment notes for each assessment to TfNSW.
<p>Service Quality KPI Score</p>	<p>The Service Quality KPI Score with respect to Service Quality KPI n^o1 (SQS_q^1) for the Operating Quarter will be calculated as follows:</p> $SQS_q^1 =$ <p>10% x (Ext : Clean) Score + 10% x (Ext : Graff&Etch) Score + 20% x (Int S : Clean&Cd) Score + 30% x (Int NS : Clean&Cd) Score + 15% x (Int : Graff&Etch) Score + 15% x (Int : Lit) Score</p> <p>Where:</p> <p>(Ext : Clean) Score = Percentage of (Ext : Clean) Assessments deemed as Level 2 and 3 of all (Ext : Clean) Assessments</p> <p>(Ext : Graff&Etch) = Percentage of (Ext : Graff&Etch) Assessments deemed as Level 2 and 3 of all</p>

	<p>Score (Ext : Graff&Etch) Assessments</p> <p>(Int S : Clean&Cd) Score = Percentage of (Int S : Clean&Cd) Assessments deemed as Level 2 and 3 of all (Int S : Clean&Cd) Assessments</p> <p>(Int NS : Clean&Cd) Score = Percentage of (Int NS : Clean&Cd) Assessments deemed as Level 2 and 3 of all (Int NS : Clean&Cd) Assessments</p> <p>(Int : Graff&Etch) Score = Percentage of (Int : Graff&Etch) Assessments deemed as Level 2 and 3 of all (Int : Graff&Etch) Assessments</p> <p>(Int : Lit) Score = Percentage of (Int : Lit) Assessments deemed as Level 2 and 3 of all (Int : Lit) Assessments</p>
<p>Service Quality KPI Deduction Percentage</p>	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI n^o1 ($SQDP_q^1$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $SQS_q^1 \leq 70\%$, then $SQDP_q^1 = 100\%$; or</p> <p>(ii) If $SQS_q^1 > 70\%$ and $SQS_q^1 < 95\%$, then</p> $SQDP_q^1 = 100\% - \frac{1}{95\% - 70\%} \times (SQS_q^1 - 70\%); \text{ or}$ <p>(iii) If $SQS_q^1 \geq 95\%$, then $SQDP_q^1 = 0\%$.</p> <div data-bbox="354 1173 975 1536" data-label="Figure"> </div>
<p>Service Failure</p>	<p>Service Failure for Service Quality KPI n^o1 is defined as: $SQS_q^1 \leq 70\%$</p>

KPI n°1 Train cleanliness, condition and Graffiti: Scoresheet

	Minimum	Internal				External	
		Cleanliness	Condition	Graffiti and Etching	Litter	Cleanliness	Graffiti and Etching
Car Exterior	80	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	[Num. level 2 and 3]
Car Interior	220	N/A	N/A	[Num. level 2 and 3]	[Num. level 2 and 3]	N/A	N/A
Car Interior Seats		[Num. level 2 and 3]		N/A	N/A	N/A	N/A
Car Interior Excluding Seats		[Num. level 2 and 3]		N/A	N/A	N/A	N/A
Total Number of Assessments deemed as level 2 and 3	Car Interior Seats	[Total Num. Level 2 and 3]		[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]
	Car Interior Excluding Seats	[Total Num. Level 2 and 3]					
Total Number of Assessments performed	Car Interior Seats	[min 220 Assessments]		[min 220 Assessments]	[min 220 Assessments]	[min 80 Assessments]	[min 80 Assessments]
	Car Interior Excluding Seats	[min 220 Assessments]					
6 Scores:	Car Interior Seats	[Int S : Clean&Cd]		[Int : Graff&Etch]	[Int : Lit]	[Ext : Clean]	[Ext : Graff&Etch]
	Car Interior Excluding Seats	[Int NS : Clean&Cd]					
<i>Weighting</i>	Car Interior Seats	20%		15%	15%	10%	10%
	Car Interior Excluding Seats	30%					

KPI n°2	Station cleanliness, condition and Graffiti
What and How to measure	<p><i>What to measure</i></p> <p>Measurement of cleanliness, condition, presence of litter, Graffiti and etching of the Stations.</p> <p><i>How to measure</i></p> <p>Surveys of Station Views will be carried out every Operating Quarter on dates randomly chosen by the Quality Assurance Inspector and stratified so as to be spread across the Operating Quarter.</p> <p>The Quality Assurance Inspector will be appointed in accordance with clause 17.1 of this Schedule 2</p> <p>Each Operating Quarter the Quality Assurance Inspector will define a set of randomly chosen Station Views.</p> <p>Station Views are to be in publicly accessible spaces under the control of OpCo.</p> <p>The minimum number of Station Views in each Operating Quarter will be 235 selected from the following list, with the minimum number for each shown in brackets:</p> <ul style="list-style-type: none"> (i) concourses (30 views and 20 Surfaces) (ii) building surfaces (15 views and 10 Surfaces) (iii) lifts (10 spaces) (iv) stairs (20 views) (v) escalators (20 items) (vi) toilets (20 spaces) (vii) platforms including retaining walls (50 views and 10 Surfaces) (viii) ETS Equipment (electronic gates, cashless load devices, cash load devices) (30 items) <p>TfNSW may elect to survey additional Station Views (above the minimum of 235 Station Views) in any Operating Quarter. These Station Views may be selected from any of the areas described above in points (i) to (viii)</p> <p><i>Scale used for assessment of the Station Views</i></p> <p>When assessing each Station View, the Quality Assurance Inspector will use the Station Views Assessment Scale:</p> <ul style="list-style-type: none"> ▪ Items (i) to (vii) will be assessed against: <ul style="list-style-type: none"> ○ Both the Cleanliness Assessment Category and Condition Assessment Category of the Station Views Assessment Scale. The Level of the Cleanliness and Condition Assessment of the Station View is defined as the lowest Level obtained against these two categories; ○ The Graffiti and Etching Assessment Category; and ○ The Litter Assessment Category. ▪ Items (viii) will be assessed against both the Cleanliness Assessment Category and the Graffiti and Etching Assessment Category. <p>The previous will result each Operating Quarter in a minimum of 675 Assessments:</p> <ul style="list-style-type: none"> ▪ 205 Cleanliness and Condition Assessments of items (i) to (vii); ▪ 235 Graffiti and Etching Assessments of items of items (i) to (viii); ▪ 205 Litter Assessments of items (i) to (vii); and ▪ 30 Cleanliness Assessments of item (viii).

Station Views Assessment Scale

For each assessment category, the Quality Assurance Inspector will take the worst example visible.

Assessment Category				
Level	Cleanliness	Condition	Graffiti and Etching	Litter
3	<ul style="list-style-type: none"> ▪ Completely clean, would need to examine closely to notice contaminants¹ 	<ul style="list-style-type: none"> ▪ As new 	<ul style="list-style-type: none"> ▪ No Graffiti/etching on any Surface 	<ul style="list-style-type: none"> ▪ No litter
2	<ul style="list-style-type: none"> ▪ Visible quantity of contaminant (e.g. visible layer of dust, dirt in crevices that can be seen from 1-2 metres away) 	<ul style="list-style-type: none"> ▪ Some evidence of regular wear and tear 	<ul style="list-style-type: none"> ▪ Up to 1/3 of a Surface is covered by Graffiti/etched ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ Less than 4 visible items of litter ▪ No more than 1 visible Unacceptable Litter Item
1	<ul style="list-style-type: none"> ▪ Contaminant is wet, sticky, greasy, sharp or dangerous 	<ul style="list-style-type: none"> ▪ Some visible damage to the item(s), or ▪ Temporary-looking or mismatching repairs (e.g. patch up or mismatching fabric type on a seat) 	<ul style="list-style-type: none"> ▪ More than 1/3 of a Surface is covered by Graffiti/etched, but no more than 2/3 ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ More than 4 Visible items of litter, or ▪ More than 1 Unacceptable Litter Item
0	<ul style="list-style-type: none"> ▪ Contaminant has an offensive odour, or ▪ Customer would have clothes / shoes or person soiled by contaminant, or could be harmed, if they behaved as usual (e.g. spill on floor or pavement which cannot be easily walked around, large pile of dirt on seat, chewing gum on handrail, particles emitted from air conditioning vent) 	<ul style="list-style-type: none"> ▪ Loss of the item's functionality (e.g. leaking roof or canopy, seat broken or missing, floor becoming a trip hazard, insecure/sharp window sill, window stuck open / closed) 	<ul style="list-style-type: none"> ▪ More than 2/3 of a Surface is covered by Graffiti/etched ▪ Unacceptable Graffiti Item(s) 	<ul style="list-style-type: none"> ▪ More than 6 Visible items of litter, or ▪ More than 2 Unacceptable Litter Item

¹ contaminant = any fine particles, liquid (wet or dried on) or biological waste (e.g. dirt, grime, dust, marks, stains, spills, chewing gum, blood, excreta, glass fragments)

Station Views assessment methodology

The Quality Assurance Inspector will:

- a. assess each view by looking at a space reaching up to 10 metres from the randomly selected position in a 90 degree horizontal arc (the central direction of which is determined randomly, manually adjusted to allow for obstructions to the view or if too close to a wall, for example, by rotating 90 degrees clockwise), including floors, walls, ceiling and any assets within that view;
- b. assess each space by inspecting the whole of the specified interior space (for example, a lift interior or a toilet);
- c. assess each Surface by inspecting the whole of the Surface; and
- d. assess each item by inspecting all sides and surfaces of the item.

the Quality Assurance Inspector will:

- a. assess each Station View against appropriate assessment scales (using the Reference Pictures where possible);
- b. take a photograph as appropriate to support the assessment;
- c. record the date, time, name of the Station and any notes in support of their assessment; and
- d. provide all data, photographic records and assessment notes for each assessment to TfNSW.

<p>Service Quality KPI Score</p>	<p>The Service Quality KPI Score (SQS_q^2) with respect to Service Quality KPI n°2 for the Operating Quarter will be calculated as follows:</p> $SQS_q^2 =$ <p>60% x Cleanliness and Condition Score + 20% x Graffiti and Etching Score + 20% x Litter Score</p> <p>Where:</p> <p>Cleanliness and Condition Score = Percentage of Cleanliness and Condition Assessments of items (i) to (vii) and Cleanliness Assessments of item (viii) deemed as Level 2 and 3 of all Cleanliness and Condition Assessments</p> <p>Graffiti and Etching Score = Percentage of Graffiti and Etching Assessments deemed as Level 2 and 3 of all Graffiti and Etching Assessments</p> <p>Litter Score = Percentage of Litter Assessments deemed as Level 2 and 3 of all Litter Assessments</p>
<p>Service Quality KPI Deduction Percentage</p>	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI n°2 ($SQDP_q^2$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $SQS_q^2 \leq 70\%$, then $SQDP_q^2 = 100\%$; or</p> <p>(ii) If $SQS_q^2 > 70\%$ and $SQS_q^2 < 95\%$, then</p> $SQDP_q^2 = 100\% - \frac{1}{95\% - 70\%} \times (SQS_q^2 - 70\%);$ or <p>(iii) If $SQS_q^2 \geq 95\%$, then $SQDP_q^2 = 0\%$.</p> <div data-bbox="379 1330 1002 1688" data-label="Figure"> </div>
<p>Service Failure</p>	<p>Service Failure for Service Quality KPI n°2 is defined as: $SQS_q^2 \leq 70\%$</p>

KPI n°2 Station Cleanliness, Condition and Graffiti: Scoresheet

	Minimum	Cleanliness	Condition	Graffiti and Etching	Litter
concourses	30 views and 20 Surfaces	[Num. level 2 and 3]		[Num. level 2 and 3]	[Num. level 2 and 3]
building surfaces	15 views and 10 Surfaces	[Num. level 2 and 3]		[Num. level 2 and 3]	[Num. level 2 and 3]
lifts	10 spaces	[Num. level 2 and 3]		[Num. level 2 and 3]	[Num. level 2 and 3]
stairs	20 views	[Num. level 2 and 3]		[Num. level 2 and 3]	[Num. level 2 and 3]
escalators	20 items	[Num. level 2 and 3]		[Num. level 2 and 3]	[Num. level 2 and 3]
toilets	20 spaces	[Num. level 2 and 3]		[Num. level 2 and 3]	[Num. level 2 and 3]
Platforms including retaining wall	50 views and 10 Surfaces	[Num. level 2 and 3]		[Num. level 2 and 3]	[Num. level 2 and 3]
ETS Equipment	30 items	[Num. level 2 and 3]	N/A	[Num. level 2 and 3]	N/A
Total Number of Assessments deemed as level 2 and 3		[Total Num. Level 2 and 3]		[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]
Total Number of Assessments performed		[min 235 Assessments]		[min 235 Assessments]	[min 205 Assessments]
3 Scores:		Cleanliness and Condition		Graffiti and Etching	Litter
<i>Weighting</i>		60%		20%	20%

KPI n°3	Public area and rail corridor cleanliness, condition and Graffiti
What and How to measure	<p><i>What to measure</i></p> <p>Measurement of cleanliness, condition, presence of litter, Graffiti and etching of public areas (being the Station Precincts, Car Parks and Additional Maintained Assets).</p> <p>Measurement of the presence of litter, Graffiti and etching of the rail corridor areas (being the remaining Licensed Maintenance Area outside of Trains, Stations, Station Precincts, Car Parks and Additional Maintained Assets).</p> <p>For the purpose of this KPI, the following are excluded:</p> <ul style="list-style-type: none"> (i) Graffiti reported and not removed; or (ii) vandalism reported and not rectified <p>to the extent that the Graffiti or vandalism is within the Excluded Presentation Areas and has been notified to TfNSW in accordance with clause 20.19 of the Operative Provisions.</p> <p><i>How to measure</i></p> <p>Surveys of Corridor Views and Public Area Views will be carried out every Quarter on dates randomly chosen by the Quality Assurance Inspector and stratified so as to be spread across the Operating Quarter.</p> <p>The Quality Assurance Inspector will be appointed in accordance with clause 17.2 of this Schedule 2.</p> <p>The Quality Assurance Inspector will define a set of randomly chosen Public Area for each survey.</p> <p>Public Area Views are to be of the Station Precincts, Car Parks, and Additional Maintained Assets. The minimum number of Public Area Views assessed in each Operating Quarter will be 150 with the minimum number for each required shown in brackets:</p> <ul style="list-style-type: none"> (i) viaduct structure (15 views and 15 Surfaces) (ii) at grade track environment including cuttings (10 views and 10 Surfaces) (iii) retaining wall environment (5 views and 5 Surfaces) (iv) underbridge and overbridge environments (10 views) (v) landscaped areas (30 views) (vi) noise walls on both sides (10 views and 10 Surfaces) (vii) substations and service facilities (20 views) (viii) fences, barriers and gates (10 views) <p>Corridor Views will be taken only from locations safely accessible to the public.</p> <p>The Quality Assurance Inspector will define a set of randomly chosen Station Precincts Views for each survey.</p> <p>The minimum number of Station Precincts Views in each Operating Quarter will be 120 with the minimum number required for each shown in brackets:</p> <ul style="list-style-type: none"> (ix) Station Precinct environments and landscaped areas (25 views and 25 Surfaces) (x) Station Precinct furniture, including benches, seats and rubbish bins (30 items) (xi) shelters under OpCo responsibility (10 items) (xii) car parks (20 views) (xiii) bicycle parking (10 views) <p>TfNSW may elect to survey additional Corridor Views and Public Area Views (above the minimum of 150 Corridor Views and 120 Public Area Views) in any Operating Quarter. These Corridor Views and Public Area Views may be selected from any of the areas described above, within safely accessible areas.</p> <p><i>Scale used for assessment of the Corridor Views and Public Area Views</i></p>

When assessing each Public Area View, the Quality Assurance Inspector will use the Public Area Assessment Scale:

- Items (i), (ii), (iii), (iv), (vi), (viii) will be assessed against the Graffiti and Etching Assessment Category;
- Items (v) will be assessed against the Litter Assessment Category; and
- Items (vii) will be assessed against both the Graffiti and Etching Assessment Category and the Litter Assessment Category.

When assessing each Corridor View, the Quality Assurance Inspector will use the Corridor Assessment Scale:

- Items (ix), (x), (xi), (xii), (xiii) will be assessed against:
 - Both the Cleanliness Assessment Category and the Condition Assessment Category. The Level of the Cleanliness and Condition Assessment of the Corridor View is defined as the lowest Level obtained against these two categories;
 - The Graffiti and Etching Assessment Category; and
 - The Litter Assessment Category.

The previous will result each Operating Quarter in a minimum of 530 Assessments:

- 120 Corridor Graffiti and Etching Assessments;
- 50 Corridor Litter Assessments;
- 120 Public Area Cleanliness and Condition Assessments;
- 120 Public Area Graffiti and Etching Assessments;
- 120 Public Area Litter Assessments.

Corridor Assessment Scale

For each assessment category, the Quality Assurance Inspector will take the worst example visible.

Level	Assessment Category	
	Graffiti and Etching	Litter
3	<ul style="list-style-type: none"> ▪ No Graffiti/etching on any Surface 	<ul style="list-style-type: none"> ▪ No litter
2	<ul style="list-style-type: none"> ▪ Up to 1/3 of a Surface is covered by Graffiti/etched ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ 4 or less visible items of litter ▪ Less than 1 visible Unacceptable Litter Item
1	<ul style="list-style-type: none"> ▪ More than 1/3 of a Surface is covered by Graffiti/etched, but no more than 2/3 ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ More than 4 visible items of litter, or ▪ More than 1 visible Unacceptable Litter Item
0	<ul style="list-style-type: none"> ▪ More than 2/3 of a Surface is covered by Graffiti/etched ▪ Any Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ More than 6 visible items of litter, or ▪ More than 2 visible Unacceptable Litter Item

Public Area Assessment Scale

For each assessment category, the Quality Assurance Inspector will take the worst example visible.

Level	Assessment Category			
	Cleanliness	Condition	Graffiti and Etching	Litter
3	<ul style="list-style-type: none"> ▪ Completely clean, would need to examine closely to notice contaminants¹ 	<ul style="list-style-type: none"> ▪ As new 	<ul style="list-style-type: none"> ▪ No Graffiti/etching on any Surface 	<ul style="list-style-type: none"> ▪ No litter

2	<ul style="list-style-type: none"> ▪ Visible quantity of contaminant (e.g. visible layer of dust, dirt in crevices that can be seen from 1-2 metres away) 	<ul style="list-style-type: none"> ▪ Some evidence of regular wear and tear 	<ul style="list-style-type: none"> ▪ Up to 1/3 of a Surface is covered by Graffiti/etched ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ 4 or less visible items of litter ▪ Less than 1 visible Unacceptable Litter Item
1	<ul style="list-style-type: none"> ▪ Contaminant is wet, sticky, greasy, sharp or dangerous 	<ul style="list-style-type: none"> ▪ Some visible damage to the item(s), or ▪ Temporary-looking or mismatching repairs (e.g. patch up or mismatching fabric type on a seat) 	<ul style="list-style-type: none"> ▪ More than 1/3 of a Surface is covered by Graffiti/etched, but no more than 2/3 ▪ No Unacceptable Graffiti Items 	<ul style="list-style-type: none"> ▪ More than 4 Visible items of litter, or ▪ More than 1 Unacceptable Litter Item
0	<ul style="list-style-type: none"> ▪ Contaminant has an offensive odour, or ▪ Customer would have clothes / shoes soiled by contaminant, or could be harmed, if they behaved as usual (e.g. spill on floor or pavement which can't be easily walked around, large pile of dirt on seat, chewing gum on handrail, particles emitted from air conditioning vent) 	<ul style="list-style-type: none"> ▪ Loss of the item's functionality (e.g. leaking roof or canopy, seat broken or missing, floor becoming a trip hazard, insecure/sharp window sill, window stuck open / closed) 	<ul style="list-style-type: none"> ▪ More than 2/3 of a Surface is covered by Graffiti/etched ▪ Unacceptable Graffiti Item(s) 	<ul style="list-style-type: none"> ▪ More than 4 Visible items of litter, or ▪ More than 1 Unacceptable Litter Item

¹ Contaminant = any fine particles, liquid (wet or dried on) or biological waste (e.g. dirt, grime, dust, marks, stains, spills, chewing gum, blood, excreta, glass fragments)

Corridor Views and Public Area Views assessment methodology

The Quality Assurance Inspector will:

- a. assess each view by looking at a space reaching up to 10 metres from the specified position in a 90 degree horizontal arc (the central direction of which is determined randomly, manually adjusted to allow for obstructions to the view or if too close to a wall, for example, by rotating 90 degrees clockwise), including when relevant floors, walls, ceiling and any Assets within that view;
- b. assess each Surface by inspecting the whole of the Surface; and
- c. assess each item by inspecting all sides and surfaces of the item (bench, seat, rubbish bin, light poles, sculpture or similar object will count as one item);

The Quality Assurance Inspector will:

- a. Assess each Corridor View and Public Area View based on the appropriate assessment scale (using the Reference Pictures where possible);
- b. Take a photograph as appropriate to support the assessment;
- c. Record the date, time, location and any notes in support of their assessment; and
- d. Provide all data, photographic records and assessment notes for each assessment to TfNSW.

Service Quality KPI Score	<p>The Service Quality KPI Score with respect to Service Quality KPI n°3 (SQS_q^3) for the Operating Quarter will be calculated as follows:</p> $SQS_q^3 =$ <p>20% x Corridor Graffiti and Etching Score + 20% x Corridor Litter Score + 30% x Public Area Cleanliness and Condition Score + 20% x Public Area Graffiti and Etching Score +</p>
---------------------------	---

	<p>10% x Public Area Litter Score</p> <p>Where:</p> <p>Corridor Graffiti and Etching Score = Percentage of Corridor Graffiti and Etching Assessments deemed as Level 2 and 3 of all Corridor Graffiti and Etching Assessments</p> <p>Corridor Litter Score = Percentage of Corridor Litter Assessments deemed as Level 2 and 3 of all Corridor Litter Assessments</p> <p>Public Area Cleanliness and Condition Score = Percentage of Public Area Cleanliness and Condition Assessments deemed as Level 2 and 3 of all Public Area Cleanliness and Condition Assessments</p> <p>Public Area Graffiti and Etching Score = Percentage of Public Area Graffiti and Etching Assessments deemed as Level 2 and 3 of all Graffiti and Etching Assessments</p> <p>Public Area Litter Score = Percentage of Public Area Litter Assessments deemed as Level 2 and 3 of all Public Area Litter Assessments</p>
<p>Service Quality KPI Deduction Percentage</p>	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI n°3 ($SQDP_q^3$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $SQS_q^3 \leq 50\%$, then $SQDP_q^3 = 100\%$; or</p> <p>(ii) If $SQS_q^3 > 50\%$ and $SQS_q^3 < 90\%$, then</p> $SQDP_q^3 = 100\% - \frac{1}{90\% - 50\%} \times (SQS_q^3 - 50\%);$ or <p>(iii) If $SQS_q^3 \geq 90\%$, then $SQDP_q^3 = 0\%$.</p> <div data-bbox="402 1438 1024 1800" style="text-align: center;"> </div>
<p>Service Failure</p>	<p>Service Failure for Service Quality KPI n°3 is defined as: $SQS_q^3 \leq 50\%$</p>

KPI n°3 - Public area and rail corridor cleanliness, condition and Graffiti

	Minimum	Public Area Views			Corridor Views		
		Cleanliness	Condition	Graffiti and Etching	Litter	Graffiti and Etching	Litter
viaduct Structure	15 views and 15 Surfaces	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	N/A
at grade track including cutting	10 views and 10 Surfaces	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	N/A
retaining wall	5 views and 5 Surfaces	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	N/A
underbridge and overbridge	10 views	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	N/A
landscaped areas	30 views	N/A	N/A	N/A	N/A	N/A	[Num. level 2 and 3]
noise walls	10 views and 10 Surfaces	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	N/A
substations and service facilities	20 views	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	[Num. level 2 and 3]
fences, barriers and gates	10 views	N/A	N/A	N/A	N/A	[Num. level 2 and 3]	N/A
station Precincts environments and landscaped areas	25 Views and 25 Surfaces	[Num. level 2 and 3]	[Num. level 2 and 3]	[Num. level 2 and 3]	N/A	N/A	N/A
stations Precincts furniture	30 items	[Num. level 2 and 3]	[Num. level 2 and 3]	[Num. level 2 and 3]	N/A	N/A	N/A
shelters	10 items	[Num. level 2 and 3]	[Num. level 2 and 3]	[Num. level 2 and 3]	N/A	N/A	N/A
car parks	20 views	[Num, level 2 and 3]	[Num. level 2 and 3]	[Num. level 2 and 3]	N/A	N/A	N/A
bicycle parking	10 views	[Num, level 2 and 3]	[Num. level 2 and 3]	[Num. level 2 and 3]	N/A	N/A	N/A
Total Number of Assessments deemed as level 2 and 3		[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]	[Total Num. Level 2 and 3]
Total Number of Assessments performed		[min 120 Assessments]	[min 120 Assessments]	[min 120 Assessments]	[min 120 Assessments]	[min 120 Assessments]	[min 50 Assessments]
5 Scores		[Precincts Cleanliness and Condition]	[Precincts Graffiti and Etching]	[Precincts Litter]	[Corridor Graffiti and Etching]	[Corridor Litter]	
<i>Weighting</i>		30%	20%	10%	20%	20%	

KPI n°4	Customer Information during service disruption							
What and How to measure	<p>What and How to measure</p> <p>Customer survey stating:</p> <p>“Q1 - Have you experienced any service disruption on NWRL, North Shore Line or Northern Line in the last 2 days? Yes or No ?</p> <p>If you answered “Yes” to Q1, please indicate your level of satisfaction with the following:</p> <p>Q2 - Information provided while on NWRL in relation to the disruptions in question</p> <p>Q3 - Helpfulness of NWRL rail staff”</p> <p>Possible responses to Q1 will be “Yes” or “No”.</p> <p>Possible responses to Q2 and Q3 will be:</p> <table border="1" data-bbox="448 869 1406 954"> <tr> <td>Very Dissatisfied</td> <td>Dissatisfied</td> <td>Partly Dissatisfied</td> <td>Neither Satisfied or Dissatisfied</td> <td>Partly Satisfied</td> <td>Satisfied</td> <td>Very Satisfied</td> </tr> </table> <p>Methodology – Additional Clarification</p> <ul style="list-style-type: none"> Customer Surveyor will be entitled to target people involved in a service disruption People that experienced disruption could be encouraged to participate in the survey (Means of doing so being at the discretion of TfNSW) 	Very Dissatisfied	Dissatisfied	Partly Dissatisfied	Neither Satisfied or Dissatisfied	Partly Satisfied	Satisfied	Very Satisfied
Very Dissatisfied	Dissatisfied	Partly Dissatisfied	Neither Satisfied or Dissatisfied	Partly Satisfied	Satisfied	Very Satisfied		
Service Quality KPI Score	<p>The Service Quality KPI Score with respect to Service Quality KPI n°4 (SQS_q^4) for the Operating Quarter will be calculated as follows:</p> <p>(i) If Number of “Yes” on Q1 ≥ 25, then $SQS_q^4 = 0.5 \times (\text{Score Q2} + \text{Score Q3})$; or</p> <p>(ii) If Number of “Yes” on Q1 < 25, then $SQS_q^4 = 100\%$</p> <p>Where:</p> <p>Score Q2 = percentage of customers that rate Q2 as being “Partly Satisfied”, “Satisfied” or “Very Satisfied” out of the number of customers that answered “Yes” to Q1.</p> <p>Score Q3 = percentage of customers that rate Q3 as being “Partly Satisfied”, “Satisfied” or “Very Satisfied” out of the number of customers that answered “Yes” to Q1.</p>							

<p>Service Quality KPI Deduction Percentage</p>	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI n°4 ($SQDP_q^4$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $SQS_q^4 \leq 50\%$, then $SQDP_q^4 = 100\%$; or</p> <p>(ii) If $SQS_q^4 > 50\%$ and $SQS_q^4 < 80\%$, then</p> $SQDP_q^4 = 100\% - \frac{1}{80\% - 50\%} \times (SQS_q^4 - 50\%);$ or <p>(iii) If $SQS_q^4 \geq 80\%$, then $SQDP_q^4 = 0\%$.</p> <div data-bbox="391 766 1007 1136" style="text-align: center;"> </div>
---	--

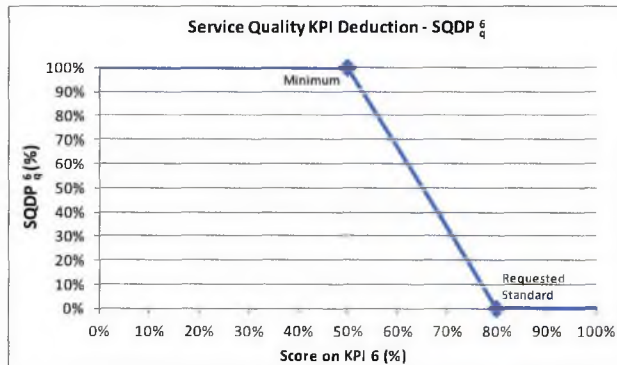
<p>KPI n°5</p>	<p>Gate Management</p>
<p>What and How to measure</p>	<p>What to measure</p> <p>For each wide, regular aisle and staff access gate, measurement of the number of hours (and fractions of hours) that it has been unduly opened during Operating Hours (Aggregated Unduly Open Time) in the Operating Quarter.</p> <p>An aisle and a staff access gate is considered as unduly opened when:</p> <ul style="list-style-type: none"> ▪ manually opened, for regular aisle and staff access gate ▪ manually opened for longer than 20 seconds, for wide aisle <p>Excluding to the extent that the aisle and staff access gate are open for the following reasons:</p> <ul style="list-style-type: none"> ▪ Life safety issue or security incident ▪ Technical failure of ETS Equipment not attributable to OpCo and where OpCo appropriately notified TfNSW (or agreed third party) of the ETS Equipment failure ▪ Any other reason mutually agreed between OpCo and TfNSW <p>How to measure</p> <p>Direct system measurement of unduly open time duration (start time and finish time) by aisle and staff</p>

	access gate. Life safety issue or security incident report will be logged either automatically or manually by OpCo. Technical failures not attributable to OpCo will be reported by OpCo and approved by TfNSW.
Service Quality KPI Score	<p>The Service Quality KPI Score with respect to Service Quality KPI n°5 (SQS_q^5) for the Operating Quarter will be calculated as follows:</p> <p>(i) If Aggregated Unduly Open Time ≤ 100 minutes, then $SQS_q^5 = 100\%$; or</p> <p>(ii) If Aggregated Unduly Open Time > 100 minutes and < 1000 minutes, then: $SQS_q^5 = 100\% - \frac{1}{1000 - 100} \times (\text{Aggregated Unduly Open Time} - 100)$</p> <p>(iii) If Aggregated Unduly Open Time ≥ 1000 minutes, then $SQS_q^5 = 0\%$.</p>
Service Quality KPI Deduction Percentage	The Service Quality KPI Deduction Percentage with respect to Service Quality KPI n°5 ($SQDP_q^5$) for the Operating Quarter will be calculated as follows: $SQDP_q^5 = 100\% - SQS_q^5$
Service Failure	Service Failure for Service Quality KPI n°5 is defined as: $SQS_q^5 = 0\%$

KPI n°6	Customer Satisfaction Survey							
What and How to measure	<p>What to measure</p> <p>Customer Survey asking: <i>"How satisfied are you with this train service?"</i></p> <p>The survey results for this question alone will inform the Service Quality KPI Score for this KPI.</p> <p>How to measure</p> <p>Possible responses to the question will be:</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>Very Dissatisfied</td> <td>Dissatisfied</td> <td>Partly Dissatisfied</td> <td>Neither Satisfied or Dissatisfied</td> <td>Partly Satisfied</td> <td>Satisfied</td> <td>Very Satisfied</td> </tr> </table> <p>Methodology – Additional clarification</p> <ul style="list-style-type: none"> ▪ Customer Surveys will be carried out each Operating Quarter by the Customer Surveyor appointed in accordance with clause 17.2 of this Schedule 2. ▪ The Customer Survey will include a suite of questions in addition to the question stated above and will be in a form substantially similar to TfNSW's network wide customer satisfaction survey. Any data gathered in relation to the additional questions will be made available to OpCo for management information purposes only and will have absolutely no bearing on the Service Quality KPI Score for this KPI. 	Very Dissatisfied	Dissatisfied	Partly Dissatisfied	Neither Satisfied or Dissatisfied	Partly Satisfied	Satisfied	Very Satisfied
Very Dissatisfied	Dissatisfied	Partly Dissatisfied	Neither Satisfied or Dissatisfied	Partly Satisfied	Satisfied	Very Satisfied		

	<ul style="list-style-type: none"> ▪ TfNSW retains the right to amend the form of the survey and the questions therein in order to maintain alignment with TfNSW’s network wide customer satisfaction surveys. ▪ TfNSW and OpCo will agree on additional survey questions to include in the Customer Survey for other management information purposes. ▪ To the extent practical, the survey will be conducted with a representative sample of customers, based on a standard sampling methodology adopted by TfNSW. The Customer Survey will be designed to obtain sufficient responses to allow meaningful statistical analysis. It is anticipated that the Customer Survey will gather at least 2000 responses across the 5 quarter period, with at least 400 each Operating Quarter. ▪ In order to make sure that the results are representative, a selection of times and dates will be made that is representative of day type (weekday, weekend/public holiday), Service Period and direction of travel. ▪ Survey forms will be distributed to passengers in the Train at the selected times and collected by the Customer Surveyor. ▪ Surveys will be carried out four times a year, according to the following timetable: <table border="1" data-bbox="518 734 1382 1032"> <thead> <tr> <th>Quarter</th> <th>Fieldwork</th> <th>Report completed by</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>July – August – September</td> <td>30 September</td> </tr> <tr> <td>2</td> <td>October – November – December</td> <td>31 December</td> </tr> <tr> <td>3</td> <td>January – February – March</td> <td>31 March</td> </tr> <tr> <td>4</td> <td>April – May – June</td> <td>30 June</td> </tr> </tbody> </table> ▪ Subject to data protection restrictions, the Customer Surveyor will make available all survey data to TfNSW and OpCo. 	Quarter	Fieldwork	Report completed by	1	July – August – September	30 September	2	October – November – December	31 December	3	January – February – March	31 March	4	April – May – June	30 June
Quarter	Fieldwork	Report completed by														
1	July – August – September	30 September														
2	October – November – December	31 December														
3	January – February – March	31 March														
4	April – May – June	30 June														
Service Quality KPI Score	<p>The Service Quality KPI Score with respect to Service Quality KPI n°6 (SQS_q^6) for the Operating Quarter will be calculated as follows:</p> $SQS_q^6 = \text{percentage of customers that respond "Partly Satisfied", "Satisfied" or "Very Satisfied" with the train service out of the number of customers that provided a response over this Operating Quarter and the preceding 4 Operating Quarters}$ <p>SQS_q^6 shall have no value for the first 4 Operating Quarters.</p>															
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI n°6 ($SQDP_q^6$) for the Operating Quarter will be calculated as follows:</p> <ul style="list-style-type: none"> (i) For the first four Operating Quarters when SQS_q^6 has no value, $SQDP_q^6 = 0\%$; thereafter (ii) If $SQS_q^6 \leq 50\%$, then $SQDP_q^6 = 100\%$; or (iii) If $SQS_q^6 > 50\%$ and $SQS_q^6 < 80\%$, then; $SQDP_q^6 = 100\% - \frac{1}{80\% - 50\%} \times (SQS_q^6 - 50\%);$ 															

(iv) If $SQS_q^6 \geq 80\%$, then $SQDP_q^6 = 0\%$.



Service Quality KPI Payment Percentage

The Service Quality KPI Payment Percentage ($SQPP_q^6$) for the Operating Quarter will be calculated as follows:

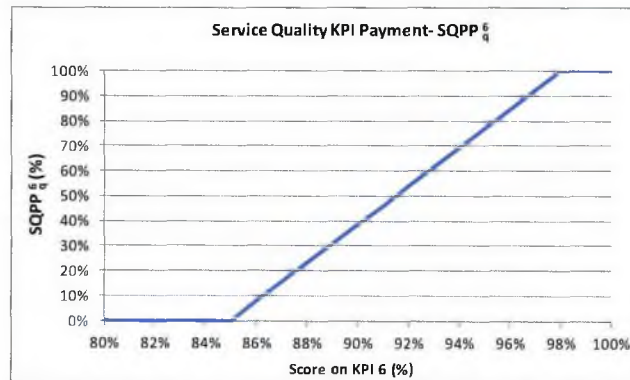
(i) For the first four Operating Quarters when SQS_q^6 has no value, $SQPP_q^6 = 0\%$; thereafter

(ii) If $SQS_q^6 \leq 85\%$, then $SQPP_q^6 = 0\%$; or

(iii) If $SQS_q^6 > 85\%$ and $SQS_q^6 < 98\%$, then;

$$SQPP_q^6 = \frac{1}{98\% - 85\%} \times (SQS_q^6 - 85\%); \text{ or}$$

(iv) If $SQS_q^6 \geq 98\%$, then $SQPP_q^6 = 100\%$.



KPI n°7	Complaints Management
What and How to measure	<p><u>Number of Complaints</u></p> <p><i>What to measure</i></p> <p>Measurement of the number of Scope-Related Complaints per 100,000 boardings over the Quarter.</p> <p>Scope-Related Complaints being defined as Complaints, but excluding the following (but only to the extent they do not arise due to an act or omission of OpCo):</p> <ul style="list-style-type: none"> ▪ Complaints falling in the following categories: <ul style="list-style-type: none"> ○ Fare disputes ○ Timetable issues ○ Electronic Ticketing System ○ Bus connections ○ Lack of car parking at Station Precincts ▪ To the extent that OpCo is able to demonstrate the following to TfNSW's satisfaction: <ul style="list-style-type: none"> ○ Secondary complaints from the same person relating to the identical issue the subject of the first complaint (except where the secondary complaint relates to a failure by OpCo to implement a promise or undertaking given as part of the complaint resolution process for the initial complaint) ○ Complaints that comprise false claims <p><i>How to measure</i></p> <ul style="list-style-type: none"> ▪ The Number of Scope-Related Complaints will be obtained from TfNSW's complaint management database ▪ The Number of boardings per Operating Quarter will be derived from TfNSW patronage data <p><u>Complaint Resolution</u></p> <p><i>What to measure</i></p> <p>For each Complaint, measurement of the time duration from the time that the Complaint is logged in TfNSW's complaint management database to the time that the Complaint Resolution is logged in TfNSW's complaint management database.</p> <p><i>How to measure</i></p> <p>Time taken for Complaint Resolution will be obtained from TfNSW's complaint management database</p>
Service Quality KPI Score	<p>The Service Quality KPI Score with respect to Service Quality KPI n°7 (SQS_q^7) for the Operating Quarter will be calculated as follows:</p> $SQS_q^7 = \frac{1}{3} \times ((\text{Num Complaints Score}) + (\text{Complaint 2 days Score}) + (\text{Complaint 30 days Score}))$ <p>Where:</p> <p>Num Complaints Score = if number of Scope-Related Complaints \geq 22 per 100,000 boardings then Num Complaints Score = 0%</p> <p>Complaints 2 days Score = if number of Scope-Related Complaints $<$ 22 per 100,000 boardings then Num Complaints Score = 100%</p> <p>Complaints 2 days Score = if percentage of Complaints resolved within 2 business days $<$ 70% then Complaints 2 days Score = 0%</p>

	<p>if number of Complaints resolved within 2 business days $\geq 70\%$ then Complaints 2 days Score = 100%</p> <p>Complaints 30 days Score =</p> <p>if percentage of Complaints resolved within 30 business days $< 90\%$ then Complaints 30 days Score = 0%</p> <p>if percentage of Complaints resolved within 30 business days $\geq 90\%$ then Complaints 30 days Score = 100%</p>
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI n°7 ($SQDP_q^7$) for the Operating Quarter will be calculated as follows: $SQDP_q^7 = 100\% - SQS_q^7$</p>

KPI n°8	On-train environment (temperature and lighting)
What and How to measure	<p><u>Train interior temperature</u></p> <p><i>What to measure</i></p> <p>Measurement of the Internal Train Temperature.</p> <p><i>How to measure</i></p> <p>Internal Train Temperature measurements will be carried out every Operating Quarter on dates randomly chosen by the Quality Assurance Inspector and stratified so as to be spread across the Operating Quarter.</p> <p>Internal Train Temperature will be measured during Operating Hours in a minimum of 100 carriages each Operating Quarter.</p> <p>The Quality Assurance Inspector will be appointed in accordance with clause 17.1 of this Schedule 2.</p> <p>A temperature measurement will be deemed as failed if:</p> <p>(i) $OT \leq 35$ and $ITT < 19$ or $ITT > 25$; and</p> <p>(ii) $OT > 35$ and $ITT < 19$ or $ITT > 28$.</p> <p>Where:</p> <p>ITT = Internal Train Temperature</p> <p>OT = Outside temperature</p> <p><i>Assessment methodology</i></p> <p>When measuring internal Train temperature the Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> measure temperature levels in each Train by entering a randomly chosen door on a randomly chosen car in successive operational Trains (starting at a random start time, location and direction) until the randomly set quota for that direction is fulfilled; and when arriving at a terminus Station and if the quota has not been fulfilled, complete the quota

by continuing the survey on Trains in the opposite direction (but excluding any Train that has been inspected in the original direction).

Train interior lighting

What to measure

Measurement of luminance and uniformity levels achieved at randomly selected Train Lighting Locations against requirements of luminance and uniformity levels stipulated in section 2.18.3(d) of SPR Appendix 20.

How to measure

Lighting level measurements will be carried out every Operating Quarter on dates randomly chosen by the Quality Assurance Inspector and stratified so as to be spread across the Operating Quarter.

Lighting level measurements will be measured during Operating Hours in a minimum of 100 Train Lighting Locations each Operating Quarter.

The Quality Assurance Inspector will be appointed in accordance with clause 17.1 of this Schedule 2.

A lighting level measurement at a given Train Lighting Location will be deemed as failed if not meeting the minimum values of average illuminance or target uniformity stated below:

Train Lighting Location	Minimum Illuminance Eav in lux	Uniformity
Seating areas	150	0.8 to 1.2
Standing areas	50	0.5 to 2.5
Open gangways	50	0.5 to 2.5
Aisles at 0.8 above floor level	75	0.5 to 2.5
Vestibules ¹	75	0.8 to 1.2
Vehicle access threshold ²	75	Not applicable

¹ With additional but switched-off threshold

² Measured across 80% of the width of the vehicle access step by a light placed within or immediately adjacent to it, according to Annex B (normative) of EN 13272:2012.

Assessment methodology

When measuring Train lighting level the Quality Assurance Inspector will:

- a. measure lighting levels in each randomly selected Train Lighting Location by entering a randomly chosen door on a randomly chosen car in successive operational Trains (starting at a random start time, location and direction) until the randomly set quota for that direction is fulfilled; and
- b. when arriving at a terminus Station and if the quota has not been fulfilled, complete the quota by continuing the survey on Trains in the opposite direction (but excluding any Train that has been inspected in the original direction).

<p>Asset Functionality KPI Score</p>	<p>The Asset Functionality KPI Score with respect to Asset Functionality KPI n°8 (AFS_q^8) for the Operating Quarter will be calculated as follows:</p> $AFS_q^8 = 0.5 \times \text{Internal Train Temp Score} + 0.5 \times \text{Saloon Lighting Score}$ <p>Where:</p> <p>Internal Train Temp Score = $1 - \frac{\text{number of failed Internal Train Temperature measurements}}{\text{total number of Internal Train Temperature measurements performed}}$</p> <p>Saloon Lighting Score = $1 - \frac{\text{number of failed lighting level measurement at Train Lighting Locations}}{\text{total number of lighting level measurements at Train Lighting Locations}}$</p>
<p>Asset Functionality KPI Deduction Percentage</p>	<p>The Asset Functionality KPI Deduction Percentage with respect to Asset Functionality KPI n°8 ($AFDP_q^8$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $AFS_q^8 \leq 98\%$, then $AFDP_q^8 = 100\%$; or</p> <p>(ii) If $AFS_q^8 > 98\%$ and $AFS_q^8 < 99.5\%$, then</p> $AFDP_q^8 = 100\% - \frac{1}{99.5\% - 98\%} \times (AFS_q^8 - 98\%); \text{ or}$ <p>(iii) If $AFS_q^8 \geq 99.5\%$, then $AFDP_q^8 = 0\%$,</p> <div data-bbox="459 1178 1062 1541" style="text-align: center;"> </div>
<p>Service Failure</p>	<p>Service Failure for Asset Functionality KPI n°8 is defined as: $AFS_q^8 \leq 98\%$</p>

<p>KPI n°9</p>	<p>Station environment (temperature and lighting)</p>
<p>What and</p>	<p><u>Station temperature</u></p>

How to measure

What to measure:

Measurement of Enclosed Station Platform Temperature.

How to measure:

Enclosed Station Platform Temperature measurements will be carried out every Operating Quarter on dates randomly chosen by the Quality Assurance Inspector and stratified so as to be spread across the Operating Quarter.

Enclosed Station Platform Temperature will be measured during Operating Hours at a minimum of 100 randomly selected spot cooling zones at randomly selected Enclosed Station Platform every Operating Quarter.

The Quality Assurance Inspector will be appointed in accordance with clause 17.1 of this Schedule 2.

An Enclosed Station Platform Temperature measurement will be deemed as failed if the temperature is above 28 degrees Centigrade.

Station and Station Precinct lighting

What to measure:

Minimum illuminance levels expressed in minimum longitudinal uniformity (UI), minimum maintained average illuminance (Eav) and maintained vertical illuminance measured in the vertical plane at 1.5 metres above ground level (Ev). Illuminance levels indicated in Lux.

How to measure

Lighting level measurements will be carried out every Operating Quarter on dates randomly chosen by the Quality Assurance Inspector and stratified so as to be spread across the Operating Quarter.

Lighting level measurements will be measured during Operating Hours in a minimum of 100 randomly selected Stations and Station Precincts Lighting Locations each Operating Quarter.

The Quality Assurance Inspector will be appointed in accordance with clause 17.1 of this Schedule 2.

A lighting level measurement at a given Train Lighting Location will be deemed as failed if not meeting the criteria stated below:

Station and Station Precincts Lighting Locations	Minimum Longitudinal Uniformity (UI)	Minimum Maintained Average Illuminance (Eav)	Maintained Vertical Illuminance (Ev)
Enclosed Stations			
Entrance, Passageways and Walkways	0.33	50	15
Stairs, Ramps and Escalators	Not applicable	150	100
Platform (General)	0.5	150	80
Open Station			
Entrance, Passageways and Walkways	0.33	42	14
Stairs, ramps and escalators	0.33	42	14
Overbridges - open	0.5	42	14
- closed	0.5	160	80
Platform (General)	0.5	42	14
Covered Areas	0.5	160	80

	Subways and Underpasses	0.5	35	17.5
	Common Areas			
	Car parks			
	- open areas	0.25	20	8
	- covered areas	0.25	40	12
	- Disabled spaces	0.25	40	12
	Bus-Rail Interchanges	0.25	40	12
	Help Points/Public Phones	N/A	200	150
	Toilets	0.75	200	150
	Counters – Ticket Windows	N/A	200	150
	Displays	N/A	200	150
	Any area surveyed by CCTV			
	Minimum level required for CCTV	0.25	50	15
Asset Functionality KPI Score	<p>The Asset Functionality KPI Score with respect to Asset Functionality KPI n°9 (AFS_q^9) for the Operating Quarter will be calculated as follows:</p> $AFS_q^9 = 0.3 \times \text{Score Platform Temp} + 0.7 \times \text{Score Platform Lighting}$ <p>Where:</p> <p>Score Underground Platform Temp = $1 - \frac{\text{number of Underground Station Platform Temperature measurements deemed as failed}}{\text{total number of Underground Station Platform Temperature measurements}}$</p> <p>Score Platform Lighting = $1 - \frac{\text{number of failed lighting level measurements at Station and Precincts Lighting Locations}}{\text{total number of lighting level measurements at Station and Precincts Lighting Locations}}$</p>			
Asset Functionality KPI Deduction Percentage	<p>The Asset Functionality KPI Deduction Percentage with respect to Asset Functionality KPI n°9 ($AFDP_q^9$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $AFS_q^9 \leq 95\%$, then $AFDP_q^9 = 100\%$; or</p> <p>(ii) If $AFS_q^9 > 95\%$ and $AFS_q^9 < 99.5\%$, then</p> $AFDP_q^9 = 100\% - \frac{1}{99.5\% - 95\%} \times (AFS_q^9 - 95\%); \text{ or}$ <p>(iii) If $AFS_q^9 \geq 99.5\%$, then $AFDP_q^9 = 0\%$,</p>			

Service Failure	Service Failure for Asset Functionality KPI n°9 is defined as: $AFS_9^q \leq 95\%$

KPI n°10	Lift and Escalator access
What and How to measure	<p><u>Lift access</u></p> <p><i>What to measure:</i></p> <p>For each lift (including lifts in the Additional Maintained Assets), measurement of the number of hours (and fractions of hours) that the lift is available. This information will be collected directly from the Asset Information System. The Asset Information System must retain all data used for the calculation of this KPI Score for a period of 3 years after the data is reported to TfNSW.</p> <p>OpCo must ensure that the Asset Information System is able to record:</p> <ul style="list-style-type: none"> (i) Lift Availability (ii) Lift Operating Time <p><u>Escalator access</u></p> <p><i>What to measure:</i></p> <p>For each escalator, measurement of the number of hours (and fractions of hours) that the escalator is available. This information will be collected directly from the Asset Information System. The Asset Information System must retain all data used for the calculation of this KPI Score for a period of 3 year after they are reported to TfNSW.</p> <p><i>How to measure:</i></p> <p>OpCo must ensure that the Asset Information System is able to record:</p> <ul style="list-style-type: none"> (i) Escalator Uptime (ii) Escalator Operating Time (iii) Escalator Switch-off

<p>Asset Functionality KPI Score</p>	<p>The Asset Functionality KPI Score with respect to Asset Functionality KPI n°10 (AFS_q^{10}) for the Operating Quarter will be calculated as follows:</p> $AFS_q^{10} = 0.3 \times \text{Escalator Score} + 0.7 \times \text{Lift Score}$ <p>Where:</p> <p>Escalator Score = (The total Escalator Uptime in the relevant Operating Quarter / The total Escalator Operating Time in the relevant Operating Quarter)</p> <p>Lift Score = (The total Lift Availability in the relevant Operating Quarter / The total Lift Operating Time in the relevant Operating Quarter)</p>
<p>Asset Functionality KPI Deduction Percentage</p>	<p>The Asset Functionality KPI Deduction Percentage with respect to Asset Functionality KPI n°10 ($AFDP_q^{10}$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $AFS_q^{10} \leq 99\%$, then $AFDP_q^{10} = 100\%$; or</p> <p>(ii) If $AFS_q^{10} > 99\%$ and $AFS_q^{10} < 99.8\%$, then</p> $AFDP_q^{10} = 100\% - \frac{1}{99.8\% - 99\%} \times (AFS_q^{10} - 99\%); \text{ or}$ <p>(iii) If $AFS_q^{10} \geq 99.8\%$, then $AFDP_q^{10} = 0\%$,</p> <div data-bbox="464 1178 1106 1541" style="text-align: center;"> </div>
<p>Service Failure</p>	<p>Service Failure for Asset Functionality KPI n°10 is defined as: $AFS_q^{10} \leq 99\%$</p>

<p>KPI n°11</p>	<p>Other Assets Availability (CCTV, Help Point, PIDs, Announcement and Induction Loop)</p>
<p>What and How to</p>	<p><u>CCTV</u></p>

measure	<p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each CCTV camera is operational and connected to the CCTV system (in accordance with the requirements of SPR Appendix 32). This information will be collected directly from the Asset Information System. The Asset Information System must retain all data used for the calculation of this KPI Score for a period of 3 years after the data is reported to TfNSW.</p> <p><i>How to measure:</i></p> <p>OpCo must ensure that the system is able to record:</p> <ul style="list-style-type: none"> (i) CCTV Uptime (ii) CCTV Operating Time <p><u>Help Point</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each Help Point is operational and connected to the system. This information will be collected directly from the Asset Information System. The Asset Information System must retain all data used for the calculation of this KPI Score for a period of 3 years after the data is reported to TfNSW.</p> <p><i>How to measure:</i></p> <p>OpCo must ensure that the system is able to record:</p> <ul style="list-style-type: none"> (i) Help Point Availability (ii) Help Point Operating Time <p><u>PIDS</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each PIDS is operational and connected to the system. This information will be collected directly from the Asset Information System. The Asset Information System must retain all data used for the calculation of this KPI Score for a period of 3 years after the data is reported to TfNSW.</p> <p><i>How to measure:</i></p> <p>OpCo must ensure that the system is able to record:</p> <ul style="list-style-type: none"> (i) PIDS Availability (ii) PIDS Operating Time <p><u>Announcement Unit</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each Announcement Unit is operational and connected to the Asset Information System. This information will be collected directly from the Asset Information System. The Asset Information System must retain all data used for the calculation of this KPI Score for a period of 3 years after the data is reported to TfNSW.</p> <p><i>How to measure:</i></p> <p>OpCo must ensure that the system is able to record:</p>
---------	--

	<p>(i) Announcement Unit Availability (ii) Announcement Unit Operating Time</p> <p>Induction Loop</p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each Induction Loop is operational and connected to the system. This information will be collected directly from the Asset Information System. The Asset Information System must retain all data used for the calculation of this KPI Score for a period of 3 years after the data is reported to TfNSW.</p> <p><i>How to measure:</i></p> <p>OpCo must ensure that the system is able to record:</p> <p>(i) Induction Loop Availability (ii) Induction Loop Operating Time</p> <p>ETS Equipment</p> <p>Measurement of the number of hours (and fractions of hours) that each item of ETS Equipment is not Available due to any act or omission of OpCo, including any breach of this deed, or for any reason the rectification of which is within the scope of OpCo’s obligations under this deed, including the SPR (ETS Equipment Unavailability).</p> <p>An item of ETS Equipment will not be considered as available if faulty, malfunctioning or functioning with less than full functionality (including where an item of ETS Equipment runs out of consumables or suffers loss of data connectivity) or otherwise not functioning.</p> <p>Availability of ETS Equipment will be collected by OpCo from the TfNSW’s device monitoring system. OpCo must retain all data used for the calculation of this KPI Score for a period of 3 years after the data is reported to TfNSW. Availability of handheld devices will be excluded from all calculations under this KPI.</p> <p><i>How to measure:</i></p> <p>OpCo must ensure it records:</p> <p>(i) ETS Equipment Unavailability; (ii) ETS Equipment Operating Time; (iii) availability of power to each item of ETS Equipment; and (iv) data connectivity to each item of ETS Equipment.</p>
<p>Asset Functionality KPI Score</p>	<p>The Asset Functionality KPI Score with respect to Asset Functionality KPI n°11 (AFS_q^{11}) for the Operating Quarter will be calculated as follows:</p> $AFS_q^{11} =$ <p>25% x (CCTV Score) + 35% x (Help Point Score) + 10% x (PIDs Score) + 10% x (Announcement Unit Score) + 10% x (Induction Loop Score) + 10% x (ETS Equipment Score)</p> <p>Where:</p>

	<p>CCTV Score = (CCTV Uptime in the relevant Operating Quarter/ The CCTV Operating Time in the relevant Operating Quarter)</p> <p>Help Point Score = (Help Point Availability in the relevant Operating Quarter / The total Help Point Operating Time in the relevant Operating Quarter)</p> <p>PIDs Score = (PIDs Availability in the relevant Operating Quarter / The total PIDs Operating Time in the relevant Operating Quarter)</p> <p>Announcement Unit Score = (Announcement Unit Availability in the relevant Operating Quarter / The total Announcement Unit Operating Time in the relevant Operating Quarter)</p> <p>Induction Loop Score = (Induction Loop Availability in the relevant Operating Quarter / The total Induction Loop Operating Time in the relevant Operating Quarter)</p> <p>ETS Equipment Score = (The ETS Equipment Operating Time in the relevant Operating Quarter less the Total ETS Equipment Unavailability in the relevant Operating Quarter / The ETS Equipment Operating Time in the relevant Operating Quarter)</p>																								
<p>Asset Functionality KPI Deduction Percentage</p>	<p>The Asset Functionality KPI Deduction Percentage with respect to Asset Functionality KPI n°11 ($AFDP_q^{11}$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $AFS_q^{11} \leq 99\%$, then $AFDP_q^{11} = 100\%$; or</p> <p>(ii) If $AFS_q^{11} > 99\%$ and $AFS_q^{11} < 99.8\%$, then</p> $AFDP_q^{11} = 100\% - \frac{1}{99.8\% - 99\%} \times (AFS_q^{11} - 99\%);$ <p>or</p> <p>(iii) If $AFS_q^{11} \geq 99.8\%$, then $AFDP_q^{11} = 0\%$,</p> <div data-bbox="435 1290 1037 1653" data-label="Figure"> <table border="1"> <caption>Asset Functionality KPI Deduction - AFDP_q¹¹</caption> <thead> <tr> <th>Score on KPI 11</th> <th>AFDP_q¹¹ (%)</th> </tr> </thead> <tbody> <tr> <td>95.0%</td> <td>100%</td> </tr> <tr> <td>95.5%</td> <td>100%</td> </tr> <tr> <td>96.0%</td> <td>100%</td> </tr> <tr> <td>96.5%</td> <td>100%</td> </tr> <tr> <td>97.0%</td> <td>100%</td> </tr> <tr> <td>97.5%</td> <td>100%</td> </tr> <tr> <td>98.0%</td> <td>100%</td> </tr> <tr> <td>98.5%</td> <td>100%</td> </tr> <tr> <td>99.0%</td> <td>100%</td> </tr> <tr> <td>99.5%</td> <td>~40%</td> </tr> <tr> <td>100.0%</td> <td>0%</td> </tr> </tbody> </table> </div>	Score on KPI 11	AFDP _q ¹¹ (%)	95.0%	100%	95.5%	100%	96.0%	100%	96.5%	100%	97.0%	100%	97.5%	100%	98.0%	100%	98.5%	100%	99.0%	100%	99.5%	~40%	100.0%	0%
Score on KPI 11	AFDP _q ¹¹ (%)																								
95.0%	100%																								
95.5%	100%																								
96.0%	100%																								
96.5%	100%																								
97.0%	100%																								
97.5%	100%																								
98.0%	100%																								
98.5%	100%																								
99.0%	100%																								
99.5%	~40%																								
100.0%	0%																								
<p>Service Failure</p>	<p>Service Failure for Asset Functionality KPI n°11 is defined as: $AFS_q^{11} \leq 99\%$</p>																								


Part B: Reference Pictures

This part B of Annexure B presents indicative photographic standards. During the first 3 months after the Date of Completion, TfNSW will update the photographs below. The photographs will be consistent with the levels shown and described within the KPI tables.

KPI1 Car Interior Seats: Cleanliness

Level 3	Level 2	Level 1	Level 0
	 <p data-bbox="658 788 1025 847">Negligible dust, grime, dirt, and marks</p>	 <p data-bbox="1061 967 1420 1031">Graffiti tag on <math><1/3</math> of seat; no soiling on contact</p> <p data-bbox="1061 1066 1442 1129">Dust & Dirt but no risk of soiling clothing</p>	 <p data-bbox="1464 820 1715 847">Extensive dust & dirt</p>






KPII Car Interior Seats: Condition

Level 3	Level 2	Level 1	Level 0
	 <p data-bbox="656 703 931 730">Minimal fading & wear</p>	 <p data-bbox="1059 703 1335 762">Evidence of repair (mismatching materials)</p> <p data-bbox="1059 1046 1335 1106">Evidence of repair (duct tape to cover tear)</p>	 <p data-bbox="1462 799 1794 858">Unrepaired fabric & support material</p> <p data-bbox="1462 895 1671 922">Unrepaired fabric</p> <p data-bbox="1462 1297 1738 1324">Seat mechanism broken</p>








KPI1 Car Interior Excluding Seats: Cleanliness Floors

Level 3	Level 2	Level 1	Level 0
 <p>Spotlessly clean</p>	 <p>Negligible dirt on floor</p> <p>Negligible marks</p>	 <p>Areas of dust and dirt</p>	 <p>Extensive areas of dirt</p>
			<p>Risk of soiling clothes on contact</p> 

**KPI1 Car Interior Excluding Seats: Cleanliness
Windows**









Level 3	Level 2	Level 1	Level 0
 <p data-bbox="253 735 439 762">Spotlessly clean</p>	 <p data-bbox="656 735 898 762">Negligible dust / dirt</p>	 <p data-bbox="1066 724 1283 751">Grease on window</p>	 <p data-bbox="1469 756 1800 815">Extensive dirt, risk of soiling clothing on contact</p> 

KPI1 Car Interior Excluding Seats: Cleanliness
All other surfaces (including doors)









Level 3	Level 2	Level 1	Level 0
 <p>Spotlessly clean</p> 	 <p>Negligible marks</p>	 <p>Areas of staining on surfaces</p> 	 <p>Extensive dirt & staining</p> <p>Substance (loose dirt) which would soil clothing on contact</p> 







KPI1 Car Interior Excluding Seats: Condition Floors

Level 3	Level 2	Level 1	Level 0
 <p>Undamaged paintwork, looks new</p> 	 <p>Daily wear & tear Minimal fading</p> 	 <p>Damage to anti-slip surface (very little remaining)</p> <p>Areas of damage to paintwork</p> 	 <p>Many badly damaged areas</p> 

**KPI1 Car Interior Excluding Seats: Condition
All Other Surfaces (including doors)**

Level 3	Level 2	Level 1	Level 0
 <p data-bbox="255 730 609 762">Excellent condition, looks new</p>	 <p data-bbox="658 730 1034 762">Minimal wear & tear on surfaces</p>	 <p data-bbox="1061 692 1370 756">Looks old, areas of major damage to paintwork</p>	 <p data-bbox="1464 724 1751 756">Badly damaged surfaces</p>
		<p data-bbox="1061 788 1370 852">Area of major damage to paintwork (cigarette burn)</p> 	









KPI1 Car Interior: Graffiti and Etching
Graffiti

Level 3	Level 2	Level 1	Level 0
 <p>No Graffiti</p>	 <p>Covers less than 1/3 of the Surface (new or shadow)</p>	 <p>Covers between 1/3 and 2/3 of the Surface (new or shadow)</p>	 <p>Covers more than 2/3 of the Surface (new or shadow)</p>



**KPI1 Car Interior: Graffiti and Etching
Window Etching**

Level 3	Level 2	Level 1	Level 0
 <p>No etching</p>	 <p>Less than 1/3 window etched</p> 	 <p>1/3 to 2/3 of window etched</p> 	 <p>Majority of window etched and impact on customer's ability to see out</p> 




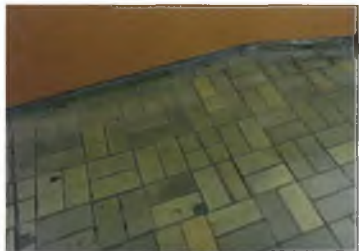




KPI1 Car Exterior: Cleanliness

Level 3	Level 2	Level 1	Level 0
 <p>No marks, dust, grime or dirt</p> 	 <p>Only minor marks, dust, grime and dirt</p> <p>Minor streaking</p> 	 <p>Many dirty marks</p> 	 <p>Extensive dirt, grime and dust</p> 









KPII Car Exterior: Graffiti and Etching

Level 3 and Level 2	Level 1 and Level 0
	 <p data-bbox="1034 874 1346 906">Fail if any external Graffiti</p>



**KPI2 Station Cleanliness; and
KPI3 Precinct Cleanliness:**

Level 3	Level 2	Level 1	Level 0
 <p data-bbox="255 762 385 794">Very clean</p>	 <p data-bbox="658 785 833 817">Negligible dirt</p>	 <p data-bbox="1061 769 1240 801">Dirt in crevices</p>	 <p data-bbox="1471 730 1843 794">Extensive dirt and chewing gum residue</p>
		 <p data-bbox="1061 833 1227 865">Ingrained dirt</p>	 <p data-bbox="1471 826 1662 858">Extremely dirty</p>









**KPI2 Station Condition; and
KPI3 Precinct Condition:**

Level 3	Level 2	Level 1	Level 0
 <p>Excellent condition & looks new</p> 	 <p>Areas showing daily wear</p> <p>Minor fading & wear</p> 	 <p>Area of major damage to tiles</p> <p>Visible signs of rust / corrosion on fixtures / structures</p> 	 <p>Extensive leaking</p> <p>Unrepaired seat</p> 

**KPI2 Station Graffiti and Etching;
 KPI3 Precinct Graffiti and Etching; and
 KPI3 Corridor Graffiti and Etching:**

Level 3	Level 2	Level 1	Level 0
 <p>No Graffiti</p> <p>No Etching</p> 	 <p>Covering <1/3 of a Surface</p> 	 <p>Covering 1/3 to 2/3 of Surface</p> 	 <p>Multiple etchings, obstructing vision</p> 

**KPI2 Station Litter
KPI3 Precinct Litter; and
KPI3 Corridor Litter:**

Level 3	Level 2	Level 1	Level 0
 <p>No litter</p> 	 <p>Less than 4 pieces of litter</p> 	 <p>More than 4 visible items of litter or more than 1 Unacceptable Litter Item</p> 	 <p>More than 6 visible items of litter or more than 2 Unacceptable Litter Items</p> 

Annexure C – Form of Invoice

The monthly invoice must set out the following items:

Date	
Operating Month	

Service Payment

$$SP_m = AIAF_m + ILCC_m - AD_m - TD_m - SQD_m - AFD_m - ED_m + CSP_m + AMA_m + FRA_m + ECIP_m$$

Service Payment (A)+(B)+(C)+(D)+(E)+(F)+(G)+(H)+(I)+(J)+(K)	(\$)	SP _m =		Cross-reference
Adjusted Indexed Availability Fee	(\$)	AIAF _m =		(A)
Indexed Lifecycle Component	(\$)	ILCC _m =		(B)
Availability Deduction	(\$)	AD _m =		(C)
Timeliness Deduction	(\$)	TD _m =		(D)
Service Quality Deduction (Equals zero if not at the last Operating Month of an Operating Quarter)	(\$)	SQD _m =		(E)
Asset Functionality Deduction (Equals zero if not at the last Operating Month of an Operating Quarter)	(\$)	AFD _m =		(F)
Energy Deduction	(\$)	ED _m =		(G)
Customer Satisfaction Payment	(4)	CSP _m =		(H)
Asset Management Adjustment	(\$)	AMA _m =		(I)
Floating Rate Amount	(\$)	FRA _m =		(J)
Energy Consumption Incentive Payment	(\$)	ECIP _m =		(K)

(A) Adjusted Indexed Availability Fee

$$AIAF_m = \frac{(n_m \times IAF_y + n_m^{start} \times LSLA_y^{start} + n_m^{end} \times LSLA_y^{end})}{n_y} \times \frac{n_m}{n_y} + \sum_{month} SSLA_d$$

Adjusted Indexed Availability Fee	(\$)	$AIAF_m =$		Cross-reference
Indexed Availability Fee	(\$)	$IAF_y =$		(A1)
Long Term Service Level Adjustment Amount at the start of the Operating Month	(\$)	$LSLA_y^{start} =$		(A2) = (A2.7)
the number of days in the relevant Operating Month that the $LSLA_y^{start}$ applied	(Days)	$n_m^{start} =$		(A3)
Long Term Service Level Adjustment Amount at the end of the Operating Month	(\$)	$LSLA_y^{end} =$		(A4) = (A4.7)
the number of days in the relevant Operating Month that the $LSLA_y^{end}$ applied	(Days)	$n_m^{end} =$		(A5)
Number of days in the relevant calendar year	(Days)	$n_y =$		(A6)
The sum across all days in the month of any Short Term Service Level Adjustment Amounts $\sum_{month} SSLA_d$	(\$)	$\sum_{month} SSLA_d =$		(A7) = (A6.6.1)

(A2) Long Term Service Level Adjustment Amounts at the start of the Operating Month

$$LSLA_y^{start} = ILMP_{km} \times (RSK_y - BSK_y) + ILMP_{hr} \times (ROH_y - BOH_y)$$

Term	Indexed Long Term Marginal Price per Service Kilometre	Required Service Kilometres following adjustment	Base Service Kilometres	Indexed Long Term Marginal Price per Operating Hour	Required Operating Hours following adjustment	Base Operating Hours	Long Term Service Level Adjustment Amount
	(\$)	(Km)	(Km)	(\$)	(Hours)	(Hours)	(\$)
	$ILMP_{km}$	RSK_y	BSK_y	$ILMP_{hr}$	ROH_y	BOH_y	$LSLA_y$
Cross-reference	(A2.1)	(A2.2)	(A2.3)	(A2.4)	(A2.5)	(A2.6)	(A2.7)
Value							

(A4) Long Term Service Level Adjustment Amounts at the end of the Operating Month

$$LSLA_y^{end} = ILMP_{km} \times (RSK_y - BSK_y) + ILMP_{hr} \times (ROH_y - BOH_y)$$

Term	Indexed Long Term Marginal Price per Service Kilometre	Required Service Kilometres following adjustment	Base Service Kilometres	Indexed Long Term Marginal Price per Operating Hour	Required Operating Hours following adjustment	Base Operating Hours	Long Term Service Level Adjustment Amounts
	(\$)	(Km)	(Km)	(\$)	(Hours)	(Hours)	(\$)
	<i>ILMP_{km}</i>	<i>RSK_y</i>	<i>BSK_y</i>	<i>ILMP_{hr}</i>	<i>ROH_y</i>	<i>BOH_y</i>	<i>LSLA_y</i>
Cross-reference	(A2.1)	(A2.2)	(A2.3)	(A2.4)	(A2.5)	(A2.6)	(A2.7)
Value							

(A6) Short Term Service Level Adjustment Amounts

$$SSLA_d = ISMP_{km} \times (RSK_d - BSK_d) + ISMP_{hr} \times (ROH_d - BOH_d)$$

Term	Application date	Indexed Short Term Marginal Price per Service Kilometre	Required Service Kilometres following adjustment	Base Service Kilometres scheduled for that day	Indexed Short Term Marginal Price per Operating Hour	Required Operating Hours following adjustment	Base Operating Hours for the day	Short Term Service Level Adjustment Amounts
		(\$)	(Km)	(Km)	(\$)	(Hours)	(Hours)	(\$)
		<i>ISMP_{km}</i>	<i>RSK_d</i>	<i>BSK_d</i>	<i>ISMP_{hr}</i>	<i>ROH_d</i>	<i>BOH_d</i>	<i>SSLA_d</i>
		(A6.1)	(A6.2)	(A6.3)	(A6.4)	(A6.5)	(A6.6)	(A6.7)
Short Term Adjustment 1	dd/mm/20yy							
Short Term Adjustment 2	dd/mm/20yy							
Short Term Adjustment x	dd/mm/20yy							
							$\sum_{\text{month}} SSLA_d$ = (A6.6.1)	

Note: Lines should be added to the above table in order to capture any Short Term Service Level Adjustment Amounts to be applied across the month.

(B) Indexed Lifecycle Component

$$ILCC_m = \frac{ILCC_y}{12}$$

Indexed Lifecycle Component	Indexed Lifecycle Component for the Operating Month
(\$)	(\$)
$ILCC_y$	$ILCC_m$
(B.1)	(B.2)

(C) Availability Deduction

$$AD_m = (AD_m^{MT} + \sum_m AD_d^{PC}) \times BIF_m$$

Availability Deduction	(\$)	$AD_m =$		Cross-reference
Availability Deduction for Missed Trains	(\$)	$AD_m^{MT} =$		(C1)
Sum of the Availability Deduction for Platform Closures across all days in the month	(\$)	$\sum_m AD_d^{PC} =$		(C2) = (K3.1)
Bedding In Factor applicable to the month	(%)	$BIF_m =$		(C3)

(C1) Availability Deduction for Missed Trains

$$AD_m^{MT} = (\sum_m MTS_d^{excess} + MTS_m) \times TSD \times ICPI_q$$

Availability Deduction for Missed Trains	(\$)	$AD_m^{MT} =$		Cross-reference
The sum of MTS_d^{excess} excess for all days in the relevant Month	(Missed Train Services)	$\sum_m MTS_d^{excess} =$		(C1.1) = (K6.1)
Missed Train Services above the monthly tolerance (Excluding Missed Train Services incurred above the Daily Missed Train Tolerance)	(Missed Train Services)	$MTS_m =$		(C1.2) = (K4.1) - (C1.1) - (C1.3) (but not less than zero)

Monthly Missed Train Tolerance, being 0.5% of the number of Required Train Services in that month	(Missed Train Services)	/		(C1.3)
Train Service Deduction	(\$)	$TSD =$		(C1.4)
CPI Indexation Factor for the relevant Quarter q	(%)	$ICPI_q =$		(C1.5)

(D) Timeliness Deduction

If $(\sum_m CDM_d^{excess} + CDM_m) \leq 400,000$

$$TD_m = (\sum_m CDM_d^{excess} + CDM_m) \times \$2.5 \times ICPI_q \times BIF_m$$

If $(\sum_m CDM_d^{excess} + CDM_m) > 400,000$

$$TD_m = (400,000 \times \$2.5 + (\sum_m CDM_d^{excess} + CDM_m - 400,000) \times \$0.5) \times ICPI_q \times BIF_m$$

Timeliness Deduction	(\$)	$TD_m =$		Cross-reference
CDM leading to deduction over the Operating Month	CDM	$\sum_m CDM_d^{excess} + CDM_m$		(D1) = (D2) + (D3)
The sum of CDM _d ^{excess} for all days in the relevant Month	CDM	$\sum_m CDM_d^{excess} =$		(D2) = (K11.1)
CDM above the monthly tolerance (Excluding CDM incurred above the Daily CDM Tolerance)	CDM	$CDM_m =$		(D3) = (K9.1) - (K11.1) - (D2) (but not less than zero)
Monthly CDM Tolerance	CDM	/		(D4)
CPI Indexation Factor for the relevant Quarter q	(%)	$ICPI_q =$		(D5)
Bedding In Factor applicable to the relevant month	(%)	$BIF_m =$		(D6)

(E) Service Quality Deduction (Quarterly)

$$SQD_q = WSQDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

Service Quality Deduction	(\$)	$SQD_q =$		Cross-reference
Weighted Service Quality Deduction Percentage	%	$WSQDP_q =$		(E1)
annual Indexed Maximum Deduction for Service Quality and Asset Functionality	(\$)	$IMD_y =$		(E2)
The number of days in the relevant Operating Quarter	(Days)	$n_q =$		(E3)
The number of days in the relevant calendar year	(Days)	$n_y =$		(E4)

(E1) Weighted Service Quality Deduction Percentage

$$WSQDP_q = \left(\sum_i (SQDP_q^i \times w^{SQ}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

				Cross-reference
Weighted Service Quality Deduction Percentage	(%)	$WSQDP_q =$		(E1) = (E1.1) x (E1.3)
/	(%)	$\sum_i (SQDP_q^i \times w^{SQ}) =$		(E1.1) = (E1.7.1)
Sum of Service Failure Points	(number)	$\sum SF_q^i =$		(E1.2) = (E.1.8.1) + (F.1.8.1)
/	(number)	$\frac{(10 + \sum SF_q^i)}{10} =$		(E1.3)

KPI No.	Service Quality KPI	Service Quality KPI Score SQS_q^i	Service Quality KPI Weighting w^{SQ}	Service Quality KPI Deduction Percentage $SQDP_q^i$	$SQDP_q^i \times w^{SQ}$	Service Failure 1 = yes 0 = no
		(%) (E1.4)	(%) (E1.5)	(%) (E1.6)	(%) (E1.7) = (E1.5) x (E1.6)	(number) (E1.8)
Cross-reference						
1	Train cleanliness, condition and Graffiti		22.5%			
2	Station cleanliness, condition and Graffiti		6%			
3	Public area and rail corridor condition and Graffiti		8%			
4	Customer information during service disruption		2%			
5	Gate management		6%			
6	Customer satisfaction survey		20%			
7	Complaints Management		4%			
	TOTAL		68.5%			
					$\sum_i (SQDP_q^i \times w^{SQ})$ (E1.7.1)	$\sum SF_q^i$ Service Quality KPIs (E.1.8.1)

(F) Asset Functionality Deduction (Quarterly)

$$AFD_q = WAFDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

Asset Functionality Deduction	(\$)	$AFD_q =$		Cross-reference
Weighted Asset Functionality Deduction Percentage	(%)	$WAFDP_q =$		(F1)
Annual Indexed Maximum Deduction for Service Quality and Asset Functionality	(\$)	$IMD_y =$		(F2)
Number of days in the relevant Operating Quarter	(Days)	$n_q =$		(F3)
Number of days in the relevant calendar year	(Days)	$n_y =$		(F4)

(F1) Weighted Asset Functionality Deduction Percentage

$$WAFDP_q = \left(\sum_i (AFDP_q^i \times w^{AF}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

Weighted Asset Functionality Deduction Percentage	(%)	$WAFDP_q =$		Cross-reference (F1) = (F1.1) x(F1.3)
/	(%)	$\sum_i (AFDP_q^i \times w^{AF}) =$		(F1.1) = (F1.7.1)
Sum of Service Failure Points	(number)	$\sum SF_q^i =$		(F1.2) = (E.1.8.1) + (F.1.8.1)
/	(number)	$\frac{(10 + \sum SF_q^i)}{10} =$		(F1.3)

KPI No.	Asset Functionality KPI	Asset Functionality KPI Score	Asset Functionality KPI Weighting	Asset Functionality KPI Deduction Percentage	$AFDP_q^i \times w^{AF}$	Service Failure
		AFS_q^i	w^{AF}	$AFDP_q^i$		1 = yes 0 = no
Cross-reference:		(F1.4)	(F1.5)	(F1.6)	$(F1.7) = (F1.5) \times (F1.6)$	(F1.8)
8	On-train environment (temperature and lighting)		13%			
9	Station environment (temperature and lighting)		6%			
10	Lift and escalator Access		5%			
11	Other assets availability		7.5%			
	TOTAL		31.5%			
					$\sum_i (AFDP_q^i \times w^{AF})$	$\sum SF_q^i$
					(F1.7.1)	AssetFunctionality KPIs (F.1.8.1)

(G) Energy Deduction

Energy Deduction	(\$)	$ED_m =$	
------------------	------	----------	--

(H) Customer Satisfaction Payment (Quarterly)

Customer Satisfaction Payment	(\$)	$CSP_q =$		
/	(\$)	$SQPP_q^6 \times \left(IMP_y \times \frac{n_q}{n_y} \right) =$		Cross-reference (H1)
Service Quality KPI Payment Percentage	(%)	$SQPP_q^6 =$		(H2)
Annual Indexed Maximum Customer Satisfaction	(\$)	IMP_y		(H3)

Payment				
Number of days in the relevant Operating Quarter	(Days)		$n_q =$	(H4)
Number of days in the relevant calendar year	(Days)		$n_y =$	(H5)

(I) Asset Management Adjustment

$$AMA_m = RET_m - REL_m$$

Asset Management Adjustment	(\$)	$AMA_m =$		Cross-reference
Amount withheld in the Operating Month pursuant to clause 21.7(e) of the Operative Provisions	(\$)	$RET_m =$		(11)
Amount reimbursed in the Operating Month pursuant to clause 21.7(f) of the Operative Provisions	(\$)	$REL_m =$		(12)

(J) Floating Rate Amount

$$FRA_m = (AIP_q - BIP_q) \times \frac{n_m}{n_q}$$

Floating Rate Amount	(\$)	$FRA_m =$		Cross-reference
Actual Floating Rate Interest Payment for the Operating Quarter	(\$)	$AIP_q =$		(J1)
Base Case Floating Rate Interest Payment for the Operating Quarter	(\$)	$BIP_q =$		(J2)
Number of days in the relevant Operating Month	(Days)	$n_m =$		(J3)
Number of days in the relevant Operating Quarter	(Days)	$n_q =$		(J4)

(K) Energy Consumption Incentive Payment

Energy Consumption Incentive Payment	(\$)	$ECIP_m =$		
/	(\$)	$ECIPP \times IMECIP_y =$		Cross-reference (K1)
Energy Consumption Incentive Payment Percentage	(%)	$ECIPP_y =$		(K2)
Annual Indexed Maximum Energy Saving Payment	(\$)	$IMECIP_y =$		(K3)

(L) Details of daily metrics

Date	Availability						Timeliness				
	Availability Deduction for Platform Closures			Availability Deduction for Missed Trains			Frequency Customer Delay Measure	Journey Time Customer Delay Measure	daily CDM	Daily CDM Tolerance	CDM_d^{excess} daily CDM to the extent that it exceeds the Daily CDM Tolerance
	$\sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$	$\frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$	AD_d^{pc}	The total number of Missed Train Services across all Service Periods on that day	Daily Missed Train Tolerance (1.5% of the number of Required Train Services for the relevant day)	MTS_d^{excess} If (K4) > (K5) (K6) = (K4) - (K5) Else (K6) = 0	CDM_d^{FQ}	CDM_d^{JT}			
(K1) = (L1)	(K2)	(K3)	(K4)	(K5)	(K6)	(K7)	(K8)	(K9) = (L7) + (K8)	(K10)	(K11)	
01/mm/20yy											
02/mm/20yy											
03/mm/20yy											
04/mm/20yy											
05/mm/20yy											
06/mm/20yy											
07/mm/20yy											
08/mm/20yy											
09/mm/20yy											
10/mm/20yy											
11/mm/20yy											
12/mm/20yy											
13/mm/20yy											

	Availability						Timeliness				
	Availability Deduction for Platform Closures			Availability Deduction for Missed Trains			Frequency Customer Delay Measure	Journey Time Customer Delay Measure	daily CDM	Daily CDM Tolerance	CDM_d^{excess} daily CDM to the extent that it exceeds the Daily CDM Tolerance
	$AD_d^{PC} = \sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right) \times \frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$			The total number of Missed Train Services across all Service Periods on that day	Daily Missed Train Tolerance (1.5% of the number of Required Train Services for the relevant day)	MTS_d^{excess} If (K4) > (K5) (K6) = (K4) - (K5) Else (K6) = 0	CDM_d^{FQ}	CDM_d^{JT}			
$\sum_p \left(\frac{SCH_d}{OH_d} \times w^{pc} \right)$	$\frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$	AD_d^{PC}									
Date	(K1) = (L1)	(K2)	(K3)	(K4)	(K5)	(K6)	(K7)	(K8)	(K9) = (L7) + (K8)	(K10)	(K11)
14/mm/20yy											
15/mm/20yy											
16/mm/20yy											
17/mm/20yy											
18/mm/20yy											
19/mm/20yy											
20/mm/20yy											
21/mm/20yy											
22/mm/20yy											
23/mm/20yy											
24/mm/20yy											
25/mm/20yy											
26/mm/20yy											
27/mm/20yy											
28/mm/20yy											

	Availability						Timeliness				
	Availability Deduction for Platform Closures			Availability Deduction for Missed Trains			Frequency Customer Delay Measure	Journey Time Customer Delay Measure	daily CDM	Daily CDM Tolerance	CDM_d^{excess} daily CDM to the extent that it exceeds the Daily CDM Tolerance
	$AD_d^{PC} = \sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right) \times \frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$			The total number of Missed Train Services across all Service Periods on that day	Daily Missed Train Tolerance (1.5% of the number of Required Train Services for the relevant day)	MTS_d^{excess} If (K4) > (K5) (K6) = (K4) - (K5) Else (K6) = 0	CDM_d^{FQ}	CDM_d^{JT}			
Date	$\sum_p \left(\frac{SCH_d \times w^{pc}}{OH_d} \right)$	$\frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$	AD_d^{PC}								
29/mm/20yy											
30/mm/20yy											
31/mm/20yy											
Total End of Month											
			$\sum_m AD_d^{PC}$			$\sum_m MTS_d^{excess}$					
			(K3.1)	(K4.1)		(K6.1)			(K9.1)		(K11.1)

(M) Details of Platform Closures

Table to be filled in for any day where Platform Closure occurred:

Day							
Platform Closure	Platform Name	Start time of Platform Closure	End time of Platform Closure	The total number of hours (and fractions of hours) of Platform Closure	Total Operating Hours	Platform Closure Weighting	$\left(\frac{PCH_d}{OH_d} \times w^{PC} \right)$
Platform Closure 1						3.85%	
Platform Closure 2						3.85%	
Platform Closure x						3.85%	
					Total for the Day:	$\sum_r \left(\frac{PCH_d}{OH_d} \times w^{PC} \right)$	
					(L1)		

Note: Lines should be added to the above table in order to capture any Platform Closure that occurred during the day.

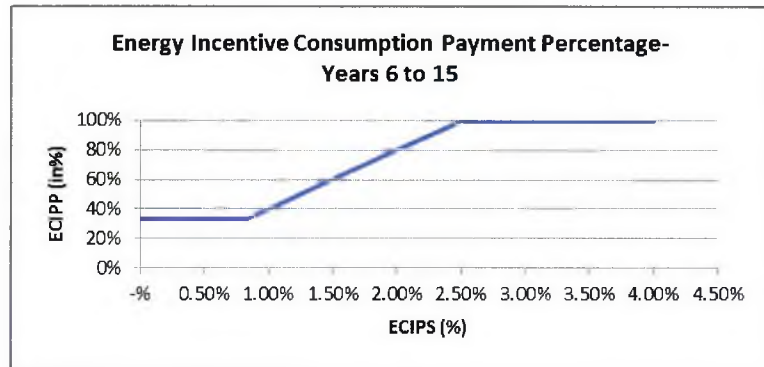
Annexure D – Energy Consumption Incentive Payment

	Energy Consumption Incentive Initiatives
What and How to measure	<p><i>What to measure</i></p> <p>The electricity consumption by the low voltage (LV) Systems compared to the annual electricity consumption baseline agreed by TfNSW.</p> <p>The percentage of energy saved compared to the annual target will inform the Score for the Energy Consumption Incentive Payment.</p> <p><i>How to measure</i></p> <p>The Electricity Consumption Software Model will be used to calculate the annual target electricity consumption for the KPI, or baseline for the year.</p> <ol style="list-style-type: none"> (i) Prior to Date of Completion, the Electricity Consumption Software Model will be developed based on proposed systems and operating processes of the NWRL. (ii) At the end of the first year of the Operation Phase, actual low voltage energy consumption measurements will be undertaken and compared with the initial outputs from the Electricity Consumption Software Model. The model will be updated for agreed routine and non-routine adjustments agreed with TfNSW and the final agreed figure becomes the preliminary baseline for the second year of the Operation Phase. (iii) At the end of the second year of the Operation Phase, the preliminary baseline is adjusted for any additional routine and non-routine adjustments agreed by TfNSW to derive the final baseline for year two. The actual low voltage energy consumption for year two will be measured and compared to the final baseline for year two; and (iv) Steps 2 and 3 are repeated for each subsequent Operating Years. <p>Routine adjustments to the preliminary baseline established at the end of each Operating Year and agreed with TfNSW include:</p> <ul style="list-style-type: none"> ▪ any additional or reduction in operational hours that will be required in the year the target is being calculated for, compared with the operational hours in the comparison year; ▪ any additional or reduction in train services that will be required in the year the target is being calculated for, compared with services provided in the comparison year provided this impacts low voltage energy consumption; <p>The Energy Consumption Incentive Payment Score will be calculated based on the amount of the actual low voltage energy consumption compared to the annual baseline electricity consumption for each year of the Operation Phase after the first anniversary of the Date of Completion.</p> <p>If actual low voltage energy consumption exceeds the baseline in a given year, then no Energy Saving Payment is payable in that year.</p>

<p>Energy Consumption Incentive Payment Score</p>	<p>The Energy Consumption Incentive Payment Score with respect to Energy Consumption Incentive Payment ($ECIPS_y$) for the Operating Year will be calculated as follows:</p> $ECIPS_y = \text{Percentage improvement reflecting the difference between actual low voltage consumption for the Operating Year and final baseline for that year.}$ <p>$ECIPS_y$ shall have no value for the first Operating Year.</p>																						
<p>Energy Consumption Incentive Payment Percentage</p>	<p>The Energy Consumption Incentive Payment Percentage ($ECIPP_y$) for the Operating Year will be calculated as follows:</p> <p>(i) For the first Operating Year when $ECIPS_y$ has no value, $ECIPP_y = 0\%$; thereafter</p> <p>(ii) For the Operating Year 2 to 5:</p> <p>(a) If $ECIPS_y \leq 0\%$, then $ECIPP_y = 0\%$; or</p> <p>(b) If $ECIPS_y > 0\%$ and $ECIPS_y \leq 2.5\%$, then $ECIPP_y = \frac{ECIPS_y}{2.5\%}$;</p> <p>or</p> <p>(c) If $ECIPS_y \geq 2.5\%$, then $ECIPP_y = 100\%$.</p> <div data-bbox="620 1211 1390 1574" data-label="Figure"> <table border="1"> <caption>Data points for Energy Incentive Consumption Payment Percentage - Years 2 to 5</caption> <thead> <tr> <th>ECIPS (%)</th> <th>ECIPP (in%)</th> </tr> </thead> <tbody> <tr><td>-%</td><td>0%</td></tr> <tr><td>0.50%</td><td>11.11%</td></tr> <tr><td>1.00%</td><td>22.22%</td></tr> <tr><td>1.50%</td><td>33.33%</td></tr> <tr><td>2.00%</td><td>44.44%</td></tr> <tr><td>2.50%</td><td>55.56%</td></tr> <tr><td>3.00%</td><td>100%</td></tr> <tr><td>3.50%</td><td>100%</td></tr> <tr><td>4.00%</td><td>100%</td></tr> <tr><td>4.50%</td><td>100%</td></tr> </tbody> </table> </div> <p>(iii) For the Operating Year 6 to 15:</p> <p>(a) If $ECIPS_y < 0\%$, then $ECIPP_y = 0\%$; or</p> <p>(b) If $ECIPS_y \geq 0\%$ and $ECIPS_y \leq 0.83\%$, then $ECIPP_y = 33.33\%$; or</p> <p>(c) If $ECIPS_y > 0.83\%$ and $ECIPS_y \leq 2.5\%$, then</p>	ECIPS (%)	ECIPP (in%)	-%	0%	0.50%	11.11%	1.00%	22.22%	1.50%	33.33%	2.00%	44.44%	2.50%	55.56%	3.00%	100%	3.50%	100%	4.00%	100%	4.50%	100%
ECIPS (%)	ECIPP (in%)																						
-%	0%																						
0.50%	11.11%																						
1.00%	22.22%																						
1.50%	33.33%																						
2.00%	44.44%																						
2.50%	55.56%																						
3.00%	100%																						
3.50%	100%																						
4.00%	100%																						
4.50%	100%																						

$$ECIPP_y = \frac{ECIPIS_y}{2.5\%}; \text{ or}$$

(d) If $ECIPIS_y \geq 2.5\%$, then $ECIPP_y = 100\%$.



Schedule 3 — ECRL works and Sydney Trains interface

(Clause 9.14)

1. Definitions

In this Schedule:

Alert Event affecting OpCo has the meaning given in clause 9.1.

Alert Event affecting Sydney Trains has the meaning given in clause 8.1.

Date for Handover has the meaning given in clause 10.3(a).

Date for Shutdown has the meaning given in clause 10.2(b).

Delivery Interface Protocols means the protocols developed in accordance with clause 15.1.

ECRL Inspection has the meaning given in clause 12.1(b).

Hand Back occurs in respect of a Track Possession when OpCo provides Sydney Trains (or Sydney Trains provides OpCo) with a copy of the signed infrastructure booking authority certifying that the relevant infrastructure is booked back into use.

Handover occurs at the date and time on which control of the ECRL is given to OpCo.

Handover Inspection has the meaning given in clause 12.1(b)(iv).

Interface Protocols means the Delivery Interface Protocols and the Operations Interface Protocols.

OpCo ECRL Works means:

- (a) those works described or specified in SPR Appendix 25; and
- (b) all other things, works and Materials (including all systems and software incorporated in, or necessary to enable their operation) that OpCo must design and construct to ensure the conversion and integration of the ECRL into the NWRL (excluding the TfNSW ECRL Works) for the purposes of meeting the Service and Systems Performance Requirements.

OpCo Shared Asset Activities means:

- (a) those activities described or specified to be carried out by OpCo in section 4.1(a) of SPR Appendix 3; and
- (b) all other activities that OpCo performs, or is required to perform in connection with the operation or asset management of the Shared Assets,

whether or not the performance of such things or tasks is subcontracted by OpCo to another person.

Operations Interface Protocols means the protocols developed in accordance with clause 15.2.

Pre-Shutdown TfNSW ECRL Works means those works specified to be carried out prior to Shutdown in SPR Appendix 5.

Shared Asset means each asset identified in SPR Appendix 3.

Shared Corridor means the area described or identified as such in section 4.2(a) of SPR Appendix 3.

Shutdown occurs when Sydney Trains ceases to operate passenger rail services on the ECRL.

Sydney Trains ECRL Asset Maintenance Plan means the plan contained in Exhibit 9 (including the associated Technical Maintenance Plans), or such other plan as may be agreed between TfNSW, OpCo and Sydney Trains.

Sydney Trains' Activities means all activities which Sydney Trains performs, or which TfNSW is required to procure that Sydney Trains performs, as contemplated by or in connection with this Schedule, whether or not the performance of such activities is subcontracted by Sydney Trains to another person.

Sydney Trains' Facilities means all facilities owned, leased or used by Sydney Trains including railway track, railway stations, rolling stock, rolling stock control systems, electrical power supply, electric traction systems, civil works, associated track structures, over track structures, signalling systems, train control systems, data management systems, communication systems, service roads, nodes, conduits, ducting, cable, cable support structures and other plant, machinery, equipment, buildings, workshops, depots, yards, notices and signs. It includes the ECRL prior to Handover, but not after Handover.

TfNSW ECRL Works means those works described in SPR Appendix 5.

TfNSW Shared Asset Activities means:

- (a) those activities described or specified to be carried out by TfNSW or Sydney Trains in section 4.1(a) of SPR Appendix 3; and
- (b) all other activities that TfNSW or Sydney Trains perform, or are required to perform, in connection with the operation or asset management of the Shared Assets.

TfNSW's Activities means all activities that TfNSW or Sydney Trains perform, or are required to perform:

- (a) in connection with:
 - (i) the design and construction of the TfNSW ECRL Works; or
 - (ii) the operation or asset management of Sydney Trains' Facilities; or
- (b) to exercise TfNSW's rights or comply with TfNSW's obligations under this Schedule,

including the TfNSW Shared Asset Activities.

Third Party Agreement means any agreement entered into by Sydney Trains and/or RailCorp and a third party in connection with, or relating to, the ECRL which affects OpCo's Activities or may be affected by OpCo's Activities.

Track Possession means a temporary possession of the railway corridor between the two boundary fences, and includes a local possession authority or a track occupancy authority or any other authority granted by the grantor, which closes or alters the operation of the railway, upon a defined portion of the railway for a specified period of time and/or gives the grantee

authority to occupy a part of the railway corridor within specified limits for an agreed period of time.

Trial Running has the meaning given in SPR Appendix 1.

2. Associated Agreements

2.1 Rail Services Contract

- (a) TfNSW, Sydney Trains and RailCorp entered into the Rail Services Contract on 21 June 2013.
- (b) The Rail Services Contract contains a schedule which documents the high-level obligations and requirements of the parties in respect of the NWRL.
- (c) In accordance with the Rail Services Contract, TfNSW, Sydney Trains and RailCorp entered into, or will enter into, the NWRL Transition Agreement on or about the date of this deed.
- (d) The Rail Services Contract and the NWRL Transition Agreement document the obligations and requirements of TfNSW, Sydney Trains and RailCorp in respect of the OTS PPP so that TfNSW can fulfil its obligations under this Schedule.

2.2 Rail Safety Interface Agreement

- (a) The parties acknowledge that OpCo (or one or more of its Core Contractors) and Sydney Trains will enter into a Rail Safety Interface Agreement in respect of the OTS PPP under which each of OpCo (or the relevant Core Contractor(s)) and Sydney Trains has obligations to the other (**Rail Safety Interface Agreement**).
- (b) OpCo undertakes, for the benefit of TfNSW, that OpCo will comply with its obligations under the Rail Safety Interface Agreement. OpCo acknowledges that TfNSW will undertake to Sydney Trains to ensure that OpCo complies with OpCo's obligations under the Rail Safety Interface Agreement.
- (c) TfNSW must ensure that Sydney Trains complies with Sydney Trains' obligations under the Rail Safety Interface Agreement.
- (d) If Sydney Trains breaches its obligations under the Rail Safety Interface Agreement:
 - (i) OpCo will be entitled to bring a Claim against TfNSW under, and subject to the requirements of, clause 26 of the Operative Provisions; and
 - (ii) OpCo will not be entitled to bring any claim against Sydney Trains arising out of such breach.

3. Relationship with Sydney Trains

3.1 Cooperation

Without limiting this deed, when carrying out its obligations under this Schedule OpCo must cooperate with Sydney Trains and do all things reasonably necessary in order to:

- (a) identify and develop an understanding of the detail of OpCo's interfaces with Sydney Trains and the impacts of each interface on OpCo and Sydney Trains;

- (b) develop a common view on how each day-to-day interface should be managed which will be outlined in the Interface Protocols; and
- (c) develop the Interface Protocols which reflect OpCo and Sydney Trains' requirements in relation to the management of the interfaces.

3.2 Non-interference with Sydney Trains

Without limiting OpCo's other obligations under this deed, OpCo must, so far as is reasonably practicable when carrying out OpCo's Activities, minimise any disruption, interference or adverse impact on:

- (a) Sydney Trains' Facilities;
- (b) Sydney Trains' operations or activities; or
- (c) the operations of third party operators using Sydney Trains' Facilities.

3.3 No damage to Sydney Trains' Facilities

- (a) Subject to clause 3.3(b), OpCo must not damage Sydney Trains' Facilities.
- (b) Clause 3.3(a) does not prevent OpCo from altering, amending or adjusting Sydney Trains' Facilities for the purposes of carrying out OpCo's Activities.

3.4 Non-interference with OpCo

- (a) Without limiting TfNSW's other obligations under this deed, TfNSW must ensure that Sydney Trains, so far as is reasonably practicable when carrying out Sydney Trains' Activities, minimises any disruption, interference or adverse impact on:
 - (i) OpCo's Activities; or
 - (ii) the OTS Works or the NWRL.
- (b) OpCo must promptly advise TfNSW's Representative if OpCo becomes aware of any matter arising out of Sydney Trains' Activities that may have an adverse effect upon OpCo's Activities or the safety of Customers or any other persons.

3.5 No damage to NWRL

- (a) OpCo must at all times take all reasonable precautions to ensure that the OTS Works, Temporary Works and other improvements on the NWRL Site are protected from accidental damage by Sydney Trains and provide means of receiving, storing and protecting goods and equipment supplied by Sydney Trains, provided that OpCo has been given reasonable notice of the delivery of such goods and equipment.
- (b) Subject to clause 3.5(c), TfNSW must ensure that Sydney Trains and its Associates do not damage:
 - (i) the OTS Works;
 - (ii) the Temporary Works;
 - (iii) any parts of the Civil Works during the period in which OpCo is responsible for the Civil Works in accordance with clause 14.10 of the Operative Provisions;

- (iv) the NWRL Site; or
 - (v) the NWRL.
- (c) Clause 3.5(b) does not prevent TfNSW, Sydney Trains or their Associates from altering, amending or adjusting the land and works described in clause 3.5(b) for the purposes of carrying out TfNSW's Activities.
- (d) Notwithstanding the foregoing, a Compensation Event will occur if:
- (i) damage is caused to the OTS Works, the Temporary Works, any parts of the Civil Works during the period in which OpCo is responsible for the Civil Works in accordance with clause 14.10 of the Operative Provisions, the NWRL Site or the NWRL by Sydney Trains' Activities, whether or not that damage is necessary to carry out TfNSW's Activities; and
 - (ii) it is necessary to reinstate or rectify that damage to ensure that OpCo can and will continue to be able to comply with all of its obligations under this deed (including if the damage results in any Service Payment Deduction).

3.6 Working Groups

- (a) The parties acknowledge that Working Groups will be established pursuant to clause 5.6 of the Operative Provisions, including an ECRL Working Group.
- (b) A representative of Sydney Trains may attend ECRL Working Group meetings.

3.7 Communication

- (a) Unless otherwise required by this deed, a Rail Safety Interface Agreement or agreed between Sydney Trains and OpCo, OpCo must communicate (and ensure that its Core Contractors communicate) with Sydney Trains through the Sydney Trains' Representative.
- (b) The contact details of the Sydney Trains' Representative are as shown below (or as otherwise notified by Sydney Trains):

Name:	Sydney Trains
Address:	Level 8 477 Pitt Street Sydney NSW 2000
Fax:	(02) 8922 1340
For the attention of:	Grant Burton, General Manager Asset Management (Sydney Trains' Representative)
- (c) OpCo must keep (and ensure that its Core Contractors keep) Sydney Trains informed of all activities pertaining to the OTS PPP which may affect Sydney Trains.

4. Rail Safety Accreditation

4.1 Accreditation

The parties acknowledge that at all times each of TfNSW, OpCo (or a Core Contractor) and Sydney Trains will be accredited under the Rail Safety National Law as a Rail Infrastructure Manager in respect of Railway Operations that it carries out within the ECRL or Shared

Corridor (except where it carries out those Railway Operations for and on behalf of another accredited party).

4.2 Co-operation

- (a) TfNSW must ensure that Sydney Trains, in accessing or carrying out works on the ECRL (including the Shared Corridor):
 - (i) cooperates with OpCo and the Core Contractors in relation to OpCo's (or any Core Contractor's) compliance with its Accreditation obligations under the Rail Safety National Law and Rail Safety Regulations;
 - (ii) does not put OpCo (or any Core Contractor) in breach of its obligations as a Rail Infrastructure Manager or Rolling Stock Operator under the Rail Safety National Law and Rail Safety Regulations;
 - (iii) complies with all reasonable requirements of OpCo (or any Core Contractor) in relation to compliance with the Accreditation of OpCo (or any Core Contractor); and
 - (iv) does not do anything (or fail to do anything) which jeopardises the Accreditation of OpCo (or any Core Contractor), or an application for Accreditation by OpCo (or any Core Contractor), including anything that may be grounds for the ONRSR to refuse an application for Accreditation by OpCo (or any Core Contractor), or to suspend or revoke (in whole or in part) or impose or vary conditions or restrictions on the Accreditation of OpCo (or any Core Contractor).
- (b) OpCo must, in carrying out OpCo's Activities:
 - (i) cooperate with TfNSW and Sydney Trains in relation to TfNSW's and Sydney Trains' compliance with their Accreditation obligations under the Rail Safety National Law and Rail Safety Regulations;
 - (ii) not put TfNSW or Sydney Trains in breach of its obligations as a Rail Infrastructure Manager or Rolling Stock Operator under the Rail Safety National Law and Rail Safety Regulations;
 - (iii) comply with all reasonable requirements of TfNSW and Sydney Trains in relation to compliance with TfNSW's or Sydney Trains' Accreditation (as applicable); and
 - (iv) not do anything (or fail to do anything) which jeopardises TfNSW's or Sydney Trains' Accreditation, including anything that may be grounds for the ONRSR to suspend or revoke (in whole or in part) or impose or vary conditions or restrictions on the Accreditation of Sydney Trains.

5. Principal contractor

5.1 OpCo engaged as Principal Contractor

The parties acknowledge the provisions for engagement and authorisation of a principal contractor as set out in clause 9.2 of the Operative Provisions and the Core Contractor Side Deeds.

5.2 Principal contractor for Track Possessions

- (a) For the purposes of construction work undertaken during a Track Possession at the ECRL or on the North Shore line, TfNSW engages the Appointed Principal Contractor as the principal contractor in respect of the area to which OpCo is given access for the duration of the relevant Track Possession in accordance with the Core Contractor Side Deeds, unless otherwise notified by TfNSW to the party that would otherwise be the Appointed Principal Contractor (with a copy to OpCo).
- (b) For the duration of a Track Possession for which the Appointed Principal Contractor is engaged as the principal contractor as contemplated by clause 5.2(a), the area to which OpCo is given access will be treated as part of the Construction Site for the purposes of OpCo's obligations under:
 - (i) clause 6.6 (Environment Protection Licence);
 - (ii) clause 10.3 (Access and information);
 - (iii) clause 12.5 (Building management statement and strata management statement);
 - (iv) clause 12.10 (Permitted use);
 - (v) clause 15.1 (Construction obligations);
 - (vi) clause 36.1 (Reinstatement); and
 - (vii) clause 51.1 (Fixtures),of the Operative Provisions.

6. OpCo's primary obligations

6.1 OpCo ECRL Works

- (a) The OpCo ECRL Works form part of the OTS Works and, as such, the requirements of this deed applying to the OTS Works also apply to the OpCo ECRL Works.
- (b) OpCo must ensure that the OpCo Design Documentation required for the OpCo ECRL Works does not prejudice the safe operation or maintenance of:
 - (i) Sydney Trains' Facilities;
 - (ii) Sydney Trains' operations or activities; or
 - (iii) the operations of third party operators using Sydney Trains' Facilities.
- (c) In accordance with section 2.13 of SPR Appendix 26, OpCo must submit to TfNSW:
 - (i) an initial OpCo ECRL Works program no later than 4 weeks prior to the commencement of any OpCo ECRL Works; and
 - (ii) for the periods when OpCo is undertaking work on or in Stations and Service Buildings, a 4 week rolling program for OpCo ECRL Works.

- (d) With respect to the signalling and communications work described in sections 3.3, 3.4.1 and 3.4.2 of SPR Appendix 25:
 - (i) TfNSW must prepare design documentation that is fit for purpose and complies with section 2.1(b) of SPR Appendix 5;
 - (ii) TfNSW must provide the draft design documentation to OpCo by 30 June 2016;
 - (iii) OpCo will provide any comments on the draft design documentation within 20 Business Days of receipt;
 - (iv) TfNSW will amend the draft design documentation to take all OpCo comments into account, provided that:
 - A. TfNSW is only obliged to amend its design documentation if the design documentation is not fit for purpose, does not comply with section 2.1(b) of SPR Appendix 5, or adversely affects the time or cost of the works; and
 - B. where an OpCo comment is not taken into account by TfNSW, TfNSW provides OpCo with a notice containing its reasons in a reasonable level of detail; and
 - (v) TfNSW must provide the final design documentation to OpCo by (and obtain any necessary approvals (if any)) by 30 November 2016.
- (e) OpCo must construct the signalling and communications work described in sections 3.3, 3.4.1 and 3.4.2 of SPR Appendix 25 in accordance with the design provided to OpCo by TfNSW under clause 6.1(d)(v).
- (f) OpCo must use its best endeavours to:
 - (i) complete provision of the new dedicated trunk fibre from Epping to Chatswood via the ECRL tunnel communications cable route for the use of Sydney Trains as described in section 3.4.2 of SPR Appendix 25 by 30 June 2017; and
 - (ii) complete operational segregation of the ECRL signalling system from the North Shore Line and the Main Northern Line as described in section 3.3(b) and (c) of SPR Appendix 25 prior to Handover.

6.1A Provisional sums

- (a) TfNSW and OpCo acknowledge that a provisional sum (including margin) of:
 - (i) \$ has been included in the Base Case Financial Model for the provision by OpCo of subsurface drainage works in compliance with section 2.1(f) of SPR Appendix 25; and
 - (ii) \$) has been included in the Base Case Financial Model for the provision by OpCo of relocation of existing services within the ECRL (other than communications, signalling and lighting required for the Chatswood turnback works) in compliance with section 2.1(f) of SPR Appendix 25.
- (b) No later than 12 months prior to the Date for Shutdown, OpCo must submit to TfNSW:

- (i) details of the estimated actual cost (including margins) of providing the subsurface drainage works and relocation of existing services (as separate amounts) including all supporting documents and such other information reasonably requested by TfNSW to enable TfNSW to verify such costs; and
- (ii) a statement setting out the cost difference between each provisional sum and the estimated actual cost (including margins) to OpCo, together with sufficient detail to allow TfNSW to verify the statement.

The parties will use their best endeavours to agree the matters referred to in this clause 6.1A(b) prior to the Date for Shutdown.

- (c) The difference between the provisional sums and the estimated actual cost (including margins) to OpCo agreed pursuant to clause 6.1A(b) shall be paid as either one or two lump sums by TfNSW to OpCo, or OpCo to TfNSW, as the case may be, on or before 15 Business Days after the work is complete.
- (d) If the parties are unable to agree any of the matters referred to in clause 6.1A(b) by the Date for Handover, either party may refer the matter for dispute resolution in accordance with clause 56 of the Operative Provisions.

6.2 OpCo Shared Asset Activities

- (a) The OpCo Shared Asset Activities form part of the Operations Activities and, as such, the requirements of this deed applying to the Operations Activities also apply to the OpCo Shared Asset Activities.
- (b) From Handover, OpCo must carry out the OpCo Shared Asset Activities in accordance with SPR Appendix 3.
- (c) OpCo must:
 - (i) not relocate, modify or change the configuration of, a Shared Asset without TfNSW's prior written consent (which must not be unreasonably withheld), except in case of emergency in which case OpCo must obtain TfNSW's consent as soon as reasonably practicable after the emergency; and
 - (ii) provide TfNSW with all information reasonably required by TfNSW to enable TfNSW to grant consent for the purposes of clause 6.2(c)(i).

6.3 TfNSW ECRL Works are fit for OpCo's purposes

OpCo warrants that it has reviewed and carefully considered the scope of the TfNSW ECRL Works (as specified in SPR Appendix 5) and, provided that the TfNSW ECRL Works are designed and constructed in accordance with this Schedule (including SPR Appendix 5), the TfNSW ECRL Works will be fit for the purposes of enabling OpCo to carry out obligations under this deed.

6.4 Electricity for Sydney Trains at Epping Station

- (a) From the time of isolating and earthing the 11 kV feeder 563 between Devlins Creek sectioning hut and Epping Station substation south until Handover, OpCo must make LV electricity available for consumption by Sydney Trains through the sub-distribution boards for Epping station above ground platforms, aerial concourse

and Epping Station service buildings. From Handover this obligation becomes an OpCo Shared Asset Activity.

- (b) The parties acknowledge and agree that, in accordance with clause 9.17(a) of the Operative Provisions, TfNSW is responsible for purchasing, and making available to OpCo at no charge, any electricity made available by OpCo to, and consumed by, Sydney Trains as contemplated by this clause after the Date of Completion.

7. TfNSW's primary obligations

7.1 TfNSW ECRL Works

- (a) TfNSW may engage other entities (including Sydney Trains) to perform the TfNSW ECRL Works, provided any such engagement will not relieve TfNSW of, or otherwise affect, any obligation or liability it has in connection with the TfNSW ECRL Works.
- (b) TfNSW must carry out the TfNSW ECRL Works in accordance with the requirements specified in SPR Appendix 5.
- (c) TfNSW has no obligation to replace or repair any ECRL assets during the Term of this deed other than as required to complete the TfNSW ECRL Works or as set out in the Sydney Trains ECRL Asset Maintenance Plan (for the period up to Handover).
- (d) OpCo must cooperate with TfNSW (and its contractors) to enable TfNSW (and its contractors) to carry out the TfNSW ECRL Works.

7.2 Time

- (a) Subject to clause 7.2(b), TfNSW must:
 - (i) complete the Pre-Shutdown TfNSW ECRL Works by the date by which TfNSW must ensure Shutdown occurs under clause 10.2(a); and
 - (ii) complete the remainder of the TfNSW ECRL Works by the later of:
 - A. the Date for Handover; and
 - B. the date on which OpCo (or one or more of its Core Contractors) has obtained all other Approvals required for the OpCo ECRL Works to be carried out after Handover.
- (b) TfNSW will be entitled to an extension of time to the date for completion of TfNSW ECRL Works to the extent that TfNSW (or a contractor of TfNSW) is delayed in achieving completion of the TfNSW ECRL Works by any act or omission of OpCo (or an OpCo Contractor) in a way which will prevent TfNSW from achieving completion by the relevant date for completion.
- (c) TfNSW will promptly notify OpCo of any extension of time to which TfNSW is entitled pursuant to clause 7.2(b). OpCo may dispute any extension of time notified under this clause by giving notice in accordance with the requirements of clause 56.3 of the Operative Provisions.

7.3 Completion of TfNSW ECRL Works

- (a) TfNSW must promptly issue OpCo and the OTS Independent Certifier with a notice:
 - (i) when TfNSW considers it has completed the Pre-Shutdown TfNSW ECRL Works; and
 - (ii) when TfNSW considers it has completed the remainder of the TfNSW ECRL Works.
- (b) The OTS Independent Certifier must promptly after receiving a notice under clause 7.3(a), inspect the relevant TfNSW ECRL Works, determine whether they have been completed and either:
 - (i) if the relevant TfNSW ECRL Works have been completed (except for minor defects), issue a notice to OpCo and TfNSW accordingly; or
 - (ii) if the relevant TfNSW ECRL Works have not been completed (except for minor defects), issue a notice to OpCo and TfNSW which lists the items which remain to be completed.
- (c) Sydney Trains may attend any inspection of the TfNSW ECRL Works by the OTS Independent Certifier.
- (d) If the OTS Independent Certifier issues a notice under clause 7.3(b)(ii) then TfNSW must complete the items listed in the notice and this clause 7.3 will reapply
- (e) Completion of the TfNSW ECRL Works occurs on the date on which the OTS Independent Certifier issues the notice under clause 7.3(b)(i).

7.4 Compensation Event

A Compensation Event will occur if TfNSW fails to comply with its obligations under clause 7.1(b), 7.2(a) or 7.3(a).

7.5 TfNSW Shared Asset Activities

- (a) TfNSW may engage other entities (including Sydney Trains) to perform the TfNSW Shared Asset Activities, provided any such engagement will not relieve TfNSW of, or otherwise affect, any obligation or liability it has in connection with the TfNSW Shared Asset Activities.
- (b) TfNSW must carry out the TfNSW Shared Asset Activities in accordance with SPR Appendix 3.
- (c) TfNSW must ensure that Sydney Trains:
 - (i) does not relocate, modify or change the configuration of, a Shared Asset without OpCo's prior written consent (which must not be unreasonably withheld), except in case of emergency in which case TfNSW must ensure that Sydney Trains obtains OpCo's consent as soon as reasonably practicable after the emergency; and
 - (ii) provides OpCo with all information reasonably required by OpCo to enable OpCo to grant consent for the purposes of clause 7.5(c)(i).

- (d) A Compensation Event will occur if TfNSW fails to comply with its obligations under clauses 7.5(b) and 7.5(c).

7.6 Compatibility with TfNSW ECRL Works and Sydney Trains' Facilities

- (a) OpCo must ensure that the OTS Works are compatible with the TfNSW ECRL Works and Sydney Trains' Facilities.
- (b) Subject to clause 7.4 and clause 7.5(d), OpCo is responsible for, and assumes the risk of:
 - (i) any Loss or delay it suffers or incurs; and
 - (ii) any adverse effect on the OTS Works,arising out of, or in any way in connection with, any incompatibility of the OTS Works with the TfNSW ECRL Works or Sydney Trains' Facilities.
- (c) A Compensation Event will occur if the TfNSW ECRL Works or Sydney Trains' Facilities are modified other than as contemplated by this deed by TfNSW after the date of this deed.

8. Alert Events affecting Sydney Trains

8.1 Alert Events affecting Sydney Trains

An Alert Event affecting Sydney Trains is any actual or likely event or circumstance which arises out of OpCo's Activities, cannot be managed in accordance with the Interface Protocols and which interferes or will interfere with or threaten:

- (a) Sydney Trains' operations or activities;
 - (b) the safe operation of Sydney Trains' Facilities;
 - (c) the operational capacity or efficiency of Sydney Trains' Facilities; or
 - (d) the future safe operation or future operational capacity or efficiency of Sydney Trains' Facilities,
 - including any event or circumstance which has or is likely to have a material detrimental effect on:
 - (e) Sydney Trains' Facilities, Sydney Trains' operations or activities, or the operations of third party operators using Sydney Trains' Facilities (other than as contemplated by this deed);
 - (f) the safety of Sydney Trains' customers, authorised users of the Sydney Trains' Facilities or representatives of Sydney Trains; or
 - (g) the continued operation of the transport functions of Sydney Trains,
- as determined by Sydney Trains acting reasonably.

8.2 OpCo to notify TfNSW and Sydney Trains

Without prejudice to the obligations of the parties to any Rail Safety Interface Agreement, if OpCo becomes aware of the occurrence of an Alert Event affecting Sydney Trains, OpCo must

immediately inform TfNSW's Representative and Sydney Trains' Representative of the Alert Event affecting Sydney Trains, keep them informed about the Alert Event affecting Sydney Trains and provide them with sufficient information to enable TfNSW and Sydney Trains to assess the nature of the Alert Event affecting Sydney Trains and the likely effect of the Alert Event on the issues contemplated by clause 8.1.

8.3 Risk mitigation

If an Alert Event affecting Sydney Trains occurs, OpCo must immediately:

- (a) cooperate with TfNSW and Sydney Trains and adhere to any direction provided by TfNSW's Representative or Sydney Trains' Representative which is necessary to avert any danger and ameliorate the risk including by:
 - (i) ceasing to carry out or suspending that part of OpCo's Activities that gave rise to the Alert Event affecting Sydney Trains; and
 - (ii) vacating Sydney Trains' Facilities;
- (b) without limiting clause 8.3(a), assist TfNSW and Sydney Trains to take such action as TfNSW or Sydney Trains directs is necessary to avert any danger and ameliorate the risk; and
- (c) without limiting clauses 8.3(a) and 8.3(b), allow representatives of TfNSW and Sydney Trains to enter upon the land under the control of OpCo for the purpose of taking any action directed by TfNSW or Sydney Trains as is necessary to avert any danger and ameliorate the risk.

8.4 Representative on-call

OpCo's Representative (or his or her nominee) must be available on a 24 hour call basis to respond to any suspension of OpCo's Activities under this clause 8.4.

8.5 No entitlement to Claim

OpCo is not entitled to bring any Claim against TfNSW or Sydney Trains arising out of any direction of TfNSW or Sydney Trains under this clause 8.

9. Alert Events affecting OpCo

9.1 Alert Events affecting OpCo

An Alert Event affecting OpCo is any actual or likely event or circumstance which arises out of TfNSW's Activities, cannot be managed in accordance with the Interface Protocols and which interferes or will interfere with or threaten:

- (a) the safe operation of the NWRL;
- (b) the operational capacity or efficiency of the NWRL; or
- (c) the future safe operation or future operational capacity or efficiency of the NWRL, including any event or circumstance which has or is likely to have a material detrimental effect on:
 - (d) the operation of the NWRL (other than as contemplated by this deed); or

- (e) the safety of Customers or representatives of OpCo,
as determined by OpCo acting reasonably.

9.2 TfNSW to notify OpCo

Without prejudice to the obligations of the parties to any Rail Safety Interface Agreement, if TfNSW or Sydney Trains becomes aware of the occurrence of an Alert Event affecting OpCo, TfNSW must ensure that OpCo's Representative is immediately informed of the Alert Event affecting OpCo, kept informed about the Alert Event affecting OpCo and provided with sufficient information to enable OpCo to assess the nature of the Alert Event affecting OpCo and the likely effect of the Alert Event affecting OpCo on the issues contemplated by clause 9.1.

9.3 Risk mitigation

If an Alert Event affecting OpCo occurs, TfNSW must ensure that Sydney Trains immediately:

- (a) cooperates with OpCo and adheres to any direction provided by OpCo's Representative which is necessary to avert any danger and ameliorate the risk including by:
 - (i) ceasing to carry out or suspending that part of TfNSW's Activities which gave rise to the Alert Event affecting OpCo; and
 - (ii) vacating the NWRL;
- (b) without limiting or otherwise restricting clause 9.3(a), assist OpCo to take such action as OpCo directs is necessary to avert any danger and ameliorate the risk; and
- (c) without limiting clauses 9.3(a) and 9.3(b), allow representatives of OpCo to enter upon the land under the control of Sydney Trains for the purpose of taking any action directed by OpCo as is necessary to avert any danger and ameliorate the risk.

9.4 Representative on-call

TfNSW must ensure that Sydney Trains' Representative (or his or her nominee) is available on a 24 hour call basis to respond to any suspension under this clause 9.

9.5 No entitlement to Claim

TfNSW is not entitled to, and must ensure Sydney Trains does not, bring any Claim against OpCo arising out of any direction of OpCo under this clause 9.

10. Shutdown and Handover

10.1 Not used

10.2 Shutdown

- (a) TfNSW must ensure that Shutdown occurs on or before the Saturday following the later of:
 - (i) the Date for Shutdown; and

- (ii) the date the OTS Independent Certifier certifies that OpCo has passed the Site Tests and Initial Performance Test 1 set out in sections 3.5.2 and 3.5.3 of SPR Appendix 56.
- (b) The Date for Shutdown is:
 - (i) 1,478 days after Financial Close; or
 - (ii) such other date as OpCo may nominate provided that:
 - A. OpCo gives no less than 12 months prior notice of the date; and
 - B. the prior written approval of TfNSW's Representative is obtained.
- (c) A Compensation Event will occur if TfNSW fails to comply with its obligation under clause 10.2(a).
- (d) OpCo acknowledges that Sydney Trains may, at its discretion, cease to operate passenger rail services on the ECRL before the Date for Shutdown. TfNSW will notify OpCo if Sydney Trains elects to cease to operate passenger rail services on the ECRL before the Date for Shutdown.
- (e) OpCo may access the ECRL between Shutdown and Handover:
 - (i) with prior notice to TfNSW, if such access will not interfere with TfNSW's Activities; and
 - (ii) with TfNSW's consent, if such access could interfere with TfNSW's Activities.

10.3 Handover

- (a) The Date for Handover is 15 Business Days after the later of:
 - (i) the Date for Shutdown; and
 - (ii) the date on which Shutdown occurs.
- (b) For the period from Handover until the Date of Completion, the ECRL will form part of the Construction Site.
- (c) The parties must work together to develop and complete a "Shutdown Plan" which addresses the detailed activities, program and resource requirements to manage the Shutdown and Handover process by the date that is 12 months prior to the Date for Shutdown (or as otherwise agreed between the parties).

11. Track Possessions

- (a) **(Agreed Track Possessions):** TfNSW must ensure that Sydney Trains provides OpCo with the Track Possessions determined in accordance with section 4.1(a) of SPR Appendix 26 **(Agreed Track Possessions)**.
- (b) **(Cancellation of Agreed Track Possessions):** Sydney Trains may cancel an Agreed Track Possession at any time.

- (c) **(Compensation Event):** A Compensation Event will occur if Sydney Trains cancels an Agreed Track Possession or reduces the duration of an Agreed Track Possession.
- (d) **(Additional Track Possessions):**
- (i) OpCo may, by notice in writing to TfNSW, request:
 - A. one or more additional Track Possessions; or
 - B. an increase in the duration of an Agreed Track Possession.
 - (ii) TfNSW will consider any such request, but OpCo will not be entitled to make any Claim against TfNSW arising out of TfNSW's delay or refusal to agree to grant an additional Track Possession or to increase the duration of an Agreed Track Possession.
 - (iii) TfNSW's agreement to grant an additional Track Possession or an increase in the duration of an Agreed Track Possession may be subject to conditions (which may include payment from OpCo to TfNSW).
 - (iv) An additional Track Possession which TfNSW agrees to grant in accordance with this clause 11(d) becomes an Agreed Track Possession for the purposes of this clause 11 from the date on which TfNSW agrees to grant it.
- (e) **(Requirements when utilising Track Possessions):** OpCo must comply with section 4 of SPR Appendix 26 when utilising a Track Possession.
- (f) **(Non-use of Track Possession):** OpCo may choose not to utilise a Track Possession, in which case it must notify Sydney Trains (with a copy to TfNSW) as soon as reasonably practicable.
- (g) **(End of Track Possessions):**
- (i) OpCo must:
 - A. Hand Back the relevant part of the rail corridor at the scheduled end of any Track Possession; or
 - B. in the event of an emergency, cease to occupy the relevant part of the rail corridor within a reasonable period of the emergency occurring; and
 - C. immediately notify Sydney Trains' Representative (with a copy to TfNSW) if OpCo anticipates it may be late in vacating the rail corridor; and
 - (ii) Subject to clause 11(g)(iii), if:
 - A. OpCo is late in handing back the track the subject of a Track Possession; or
 - B. Sydney Trains is late in handing back the track the subject of a Track Possession as a result of an act or omission of OpCo,

OpCo must pay TfNSW an amount calculated in accordance with Attachment 1 of this Schedule. A payment in accordance with this clause

11(g)(ii) is TfNSW's sole and exclusive remedy for loss as a result of any delay in handing back the track the subject of a Track Possession described in clause 11(g)(ii)A or B.

- (iii) OpCo is not required to pay TfNSW liquidated damages as contemplated by clause 11(g)(ii):
 - A. to the extent the delay arises as a result of any act or omission of TfNSW or Sydney Trains;
 - B. if the relevant Track Possession occurred after Handover and is in respect of track not located within the Shared Corridor; or
 - C. to the extent the delay arises as a result of a Compensation Event or a Relief Event.

(h) **(Shutdown Track Possessions):** TfNSW will:

- (i) procure that four (4) Weekend Config 8 Track Possessions and one (1) Config 9 Track Possession (each as defined by reference to the Sydney Trains possession manual) are made available to OpCo during the period commencing upon Shutdown and ending 11 weeks after Shutdown;
- (ii) if Shutdown occurs on 6 October 2018, provide the first Weekend Config 8 Track Possession referred to in clause 11(h)(i) commencing on 6 October 2018; and
- (iii) if Shutdown occurs on any other date, use best endeavours to grant the first Weekend Config 8 Track Possession referred to in clause 11(h)(i) on the date on which Shutdown occurs or as soon as practicable after that date.

12. Asset Management prior to Handover

12.1 Sydney Trains to comply with Sydney Trains ECRL Asset Maintenance Plan

- (a) In the period between the date of this deed and Handover, TfNSW must ensure that Sydney Trains complies with the Sydney Trains ECRL Asset Maintenance Plan.
- (b) No earlier than 2 months and no later than 1 month before:
 - (i) each anniversary of the date of this deed until Handover;
 - (ii) the date falling 12 months before the Date for Handover;
 - (iii) the date falling 6 months before the Date for Handover; and
 - (iv) Handover (**Handover Inspection**),

the OTS Independent Certifier must undertake and complete an inspection (consisting of a desktop review and physical inspections) to determine whether Sydney Trains has complied with the Sydney Trains ECRL Asset Maintenance Plan (which will include targeted physical inspections where non-conformances with the Sydney Trains ECRL Asset Maintenance Plan have been identified) (each an **ECRL Inspection**).

- (ba) The OTS Independent Certifier must:
 - (i) notify OpCo and Sydney Trains at least 20 Business Days in advance of the date it proposes to carry out any inspection as part of an ECRL Inspection; and
 - (ii) permit OpCo and Sydney Trains to attend any such inspection.
- (bb) Upon completion of an ECRL Inspection, the OTS Independent Certifier must issue a notice to TfNSW, Sydney Trains and OpCo:
 - (i) certifying either:
 - A. that Sydney Trains has complied with the Sydney Trains ECRL Asset Maintenance Plan; or
 - B. that Sydney Trains has not complied with the Sydney Trains ECRL Asset Maintenance Plan and any rectification and/or maintenance works required to be carried out by Sydney Trains to comply with the Sydney Trains ECRL Asset Maintenance Plan (including rectifying any non-conformances with the Sydney Trains ECRL Asset Maintenance Plan) and the reasons for that finding; and
 - (ii) certifying in the case of the Handover Inspection, whether any non-conformances with the Sydney Trains ECRL Asset Maintenance Plan have been rectified.
- (c) If the OTS Independent Certifier certifies that Sydney Trains has not complied with the Sydney Trains ECRL Asset Maintenance Plan, Sydney Trains may provide the OTS Independent Certifier with a notice setting out any matters in relation to which it disagrees with the OTS Independent Certifier's opinion, together with its reasons for doing so.
- (d) Within 10 Business Days of receipt of a notice under clause 12.1(c), the OTS Independent Certifier must determine and notify TfNSW, Sydney Trains and OpCo as to whether or not the notice satisfactorily addresses the OTS Independent Certifier's concerns together with its reasons for forming that opinion and:
 - (i) if the OTS Independent Certifier considers that Sydney Trains' notice satisfactorily addresses the OTS Independent Certifier's concerns, the OTS Independent Certifier must provide the certification under clause 12.1(bb)(i)A; or
 - (ii) if the OTS Independent Certifier considers that Sydney Trains' notice does not satisfactorily addresses the OTS Independent Certifier's concerns, the certification provided by the OTS Independent Certifier under clause 12.1(bb)(i)B is final and binding on the parties (except in the case of manifest error) for the purposes of establishing whether Sydney Trains has complied with the Sydney Trains ECRL Asset Maintenance Plan.
- (e) The parties acknowledge that each OTS Independent Certifier's certification under clause 12.1(bb)(i)A is final and binding on the parties (except in the case of manifest error) for the purposes of establishing whether Sydney Trains has complied with the Sydney Trains ECRL Asset Maintenance Plan.

- (f) If the OTS Independent Certifier certifies as part of the Handover Inspection that Sydney Trains has not complied with the Sydney Trains ECRL Asset Maintenance Plan, or that any non-conformances identified in clause 12.1(bb)(ii) have not been rectified as at Handover, a Compensation Event will occur. A failure, prior to Handover, by Sydney Trains to comply with the Sydney Trains ECRL Asset Maintenance Plan will not be a Compensation Event (nor will it constitute a breach of this deed).

12.2 Information to be provided by TfNSW

- (a) In the period between the date of this deed and Handover, if reasonably requested by OpCo to do so, TfNSW must:
- (i) make available to OpCo through its project data and collaboration system (or by such other method notified by TfNSW's Representative to OpCo); or
 - (ii) otherwise provide OpCo with,
- a copy of each document relating to the ECRL which has been updated since previously provided to OpCo as an Information Document (to the extent OpCo cannot obtain it from another source).
- (b) Any information or document provided to OpCo pursuant to this clause is an Information Document for the purposes of this deed.
- (c) In the period between the date of this deed and Handover TfNSW must:
- (i) undertake, or procure that Sydney Trains undertakes, regular testing for stray current within the ECRL and prepares a report with the results of that testing;
 - (ii) validate, or procure that Sydney Trains validates, through such regular testing that any stray current within the ECRL has been rectified; and
 - (iii) provide OpCo with a copy of each report prepared by or for TfNSW or Sydney Trains in relation to stray current within the ECRL.

13. Existing contractual arrangements

13.1 Maintenance Contracts

- (a) The parties acknowledge that Sydney Trains has contractual arrangements in place for the maintenance of the ECRL and that these maintenance arrangements will, in so far as they apply to the ECRL, come to an end at Handover.
- (b) Prior to Handover, OpCo must not, except to the extent directed by TfNSW or Sydney Trains or to the minimum extent necessary to perform its obligations under this deed, do anything which would cause Sydney Trains to breach its obligations under the agreements listed below:
- (i) Contract No. CW40376 - ECRL Maintenance Services Agreement between Sydney Trains and Transfield Services (Australia) Pty Ltd dated 23 July 2014;
 - (ii) Contract No. C03282 between State Rail Authority and Liftronic Pty Limited dated 3 December 2003;

- (iii) Contract No. CW6831 - Lifts and Escalator Maintenance between RailCorp and Schindler Lifts Australia Pty Ltd dated on or about 1 July 2010;
- (iv) Epping Chatswood Rail Link - Communications and Control System Maintenance Services Agreement between RailCorp and UGL Infrastructure Pty Ltd dated 18 January 2011;
- (v) Contract No C05102 - CCTV and Help Point System Upgrade and Operation Agreement between RailCorp and Tyco Australia Pty Ltd dated 29 April 2005;
- (vi) Supply Agreement No WS55363 - Fire Alarm And Monitoring Services between RailCorp and Tyco Australia Pty Ltd T/A ADT Fire Monitoring dated 6 December 2010;
- (vii) Contract No. CW37513 - Rail Grinding Services between Sydney Trains and Speno Rail Maintenance Australia Pty Ltd dated 22 November 2013; and
- (viii) Contract No. ENGSPEN5 - Automated Non Destructive Testing And Reporting Of Rail Flaws between RailCorp and Speno Rail Maintenance Australia Pty Ltd dated 13 May 2008,

in each case, in the form provided in Exhibit 17.

- (c) The parties acknowledge and agree that:
 - (i) there could be other agreements or arrangements that are not specifically referred to in this clause 13.1, or new agreements or arrangements may be entered into, for maintenance affecting the ECRL;
 - (ii) OpCo must comply with all reasonable directions by TfNSW to enable TfNSW and Sydney Trains to fulfil its obligations under the agreements or arrangements referred to in clauses 13.1(b) and 13.1(c)(i), or enable the relevant third party contractors to enjoy their rights under such agreements or arrangements; and
 - (iii) the giving of directions pursuant to clause 13.1(c)(ii) will be treated as a Compensation Event for the purposes of clause 26 of the Operative Provisions.

13.2 Vending Machines

- (a) OpCo must co-operate with the owners of any vending machines on the ECRL platforms for the removal of those vending machines.
- (b) Prior to Handover, OpCo must not, except to the extent directed by TfNSW or Sydney Trains or to the minimum extent necessary to perform its obligations under this deed, do anything which would cause Sydney Trains to breach its obligations under the agreements listed below on the understanding that vending machines at the ECRL stations are subject to those terms and conditions:
 - (i) Contract No. C05307 - Contract for the Installation, Operation and Maintenance of Full Service Cold Drinks Vending Machines at Railway Stations between RailCorp and Coca-Cola Amatil (Aust) Pty Ltd (undated); and

- (ii) Contract No. C05314 - Contract for the Installation, Operation and Maintenance of Full Service Snack Foods Vending Machines at Railway Stations between RailCorp and The Smiths Snackfood Company Pty Ltd dated 1 March 2006,

in each case, in the form provided in Exhibit 17.

13.3 Communications

- (a) OpCo acknowledges that communications facilities and communications infrastructure exists within the ECRL which are owned and maintained by third parties including (but not limited to):
 - (i) Telstra Corporation limited;
 - (ii) NSW Police; and
 - (iii) NSW Government Telco Authority.
- (b) Prior to Handover, OpCo must cooperate with the parties identified in clause 13.3(a) in connection with the operation and maintenance of communications facilities and communications infrastructure in the ECRL.
- (c) Without limiting clause 6 of the Operative Provisions, OpCo must comply with its statutory obligations in respect of communications facilities and communications infrastructure, with particular regard to the *Government Telecommunications Act 1991*(NSW).
- (d) OpCo acknowledges that pursuant to SPR Appendix 32, OpCo must provide, throughout the entire NWRL:
 - (i) public telecommunications operator radio (mobile phone) coverage; and
 - (ii) emergency services radio coverage.

13.4 Tenancies

- (a) OpCo must not, except to the extent directed by TfNSW or a Rail Entity that is a counterparty to one of the leases, licences or agreements listed below or to the minimum extent necessary to perform its obligations under this deed, do anything which would cause TfNSW or any Rail Entity to breach its obligations under the terms of the following leases, licences or agreements in or around the ECRL:
 - (i) the lease between RailCorp and Vicbrow Pty Limited dated 30 June 1999 providing for a lease of the stratum being lot 1 in folio identifier 1/883541;
 - (ii) the Drainage Agreement between RailCorp and The Proprietors of Strata Plan 57067 (undated);
 - (iii) the lease between RailCorp and Chatswood Plaza Pty Limited dated 2 November 1973 providing a lease of lots 1,3,4 and 5 in deposited plan 244744 (and such parts of the land below lots 4 and 5 in the said deposited plan as are the sites of footings or other means of support of the buildings or structures which are erected upon the demised premises during the life of the survivor of the issue now living of Her Majesty

Queen Elizabeth II and twenty one (21) years after the death of each survivor and during such further period (if any) as shall be lawful);

- (iv) the lease between RailCorp and Aid Retarded Persons N.S.W. dated 27 October 1970 providing for a lease of lots 1, 2 and 3 in deposited plan 539461, transferred to Chatswood Sheltered Industries Incorporated on 21 December 1988;
- (v) the Tenancy Agreement between RailCorp and Chatswood Sheltered Industries Incorporated dated 5 December 2000 providing for a lease of property at Chatswood between Wilson and O'Brien Streets as shown in the plan attached the lease;
- (vi) the lease between RailCorp and Joseph Young II Son and Hi Jeong Lee dated 27 March 2013 providing for a lease of Shop 1 Langston Place, Epping Railway Station;
- (vii) the lease between RailCorp and Joseph Young II Son and Hi Jeong Lee dated 27 March 2013 providing for a lease of Shop 2 Langston Place, Epping Railway Station;
- (viii) the lease between RailCorp and United Convenience Buyers Pty Ltd dated 6 December 2010 providing for a lease of Shop 1 Macquarie University Railway Station;
- (ix) the lease between RailCorp and United Convenience Buyers Pty Ltd commencing on 4 February 2010 providing for a lease of Shop 1 North Ryde Railway Station;
- (x) the lease between RailCorp and Apracaa Pty Ltd commencing on 12 May 2010 providing for a lease of Shop 1 Macquarie Park Railway Station;
- (xi) the licence for permitted use between RailCorp and Willoughby City Council dated 12 March 2010 providing for a licence of the land comprised in folio identifier 1/1059504 between Nelson Street and Albert Avenue in Chatswood;
- (xii) the commercial ATM licence between RailCorp and Australia and New Zealand Banking Group Limited dated 14 September 2012 providing for a licence of ATM Location 1, Epping Railway Station;
- (xiii) the commercial ATM licence between RailCorp and Australia and New Zealand Banking Group Limited dated 14 September 2012 providing for a licence of ATM Location 1, Macquarie University Railway Station;
- (xiv) the licence between TIDC and Telstra Corporation Limited providing for a licence of an equipment room at Macquarie Park Railway Station pursuant to clause 3.4(b) of the deed titled "Deed in relation to construction and operation of a Distributed Antennae System in the Epping to Chatswood Rail Line" between RailCorp, TIDC and Telstra Corporation Limited dated 27 August 2007;
- (xv) the draft lease between RailCorp and Telstra Corporation Limited commencing on 30 January 2009 providing for the lease of an equipment room at Macquarie Park Railway Station and a licence of associated areas (unexecuted as at the date of this deed); and

- (xvi) any other lease, licence or agreement as notified by TfNSW to OpCo pursuant to clause 13.4(b),

in each case (other than clause 13.4(a)(xvi), in the form provided in Exhibit 17.
- (b) If TfNSW or any Rail Entity enters into, varies or extends a lease, licence or related agreement, then:
 - (i) TfNSW will notify OpCo and provide OpCo with the terms of the lease, licence or agreement which OpCo is required to comply with; and
 - (ii) it will be treated as a Compensation Event for the purposes of clause 26 of the Operative Provisions.
- (c) OpCo acknowledges that TfNSW may incur liability as or to a counterparty to the leases, licences or agreements referred to in clause 13.4(a) if OpCo breaches clause 13.4(a).

13.5 Telstra Payphones

- (a) OpCo acknowledges that:
 - (i) Sydney Trains has entered into a contract dated 9 December 2004 with Telstra Corporation Limited in relation to the installation, operation and maintenance of payphones, including at ECRL stations; and
 - (ii) pursuant to the contract described in clause 13.5(a), Telstra Corporation Limited owns the payphones and has rights of access to operate and maintain those payphones.
- (b) Prior to Handover, OpCo must not, except to the extent directed by TfNSW or Sydney Trains or to the minimum extent necessary to perform its obligations under this deed, do anything which would cause Sydney Trains to breach its obligations under the terms of the contract described in clause 13.5(a) (in the form provided in Exhibit 17, as amended or extended from time to time in accordance with clause 13.5(c)).
- (c) TfNSW must ensure that Sydney Trains does not vary or extend the contract described in clause 13.5(a) where any such variation or extension could reasonably be expected to have a material adverse effect on the ability of OpCo to undertake the OTS PPP in accordance with the Project Agreements without the prior written consent of OpCo, which consent must not be unreasonably withheld.
- (d) OpCo acknowledges that as part of the OpCo ECRL Works it is required to provide communication systems and all associated installations for the operation of the converted ECRL in accordance with section 3.4 of SPR Appendix 25 and SPR Appendix 32.

13.6 Utilities Agreements

- (a) The parties acknowledge that other Rail Entities have contractual arrangements in place for Utility Services within, or in connection with, the ECRL and that these arrangements will, in so far as they apply to the ECRL, come to an end at Handover.

- (b) Subject to clauses 9.16 and 9.17 of the Operative Provisions, OpCo must enter into new agreements for its required Utility Services within the ECRL with effect from Handover.

13.7 CTI Building Management Statement and Strata Management Statements

- (a) Without limiting clause 12.5 of the Operative Provisions, OpCo must, except to the extent directed by TfNSW or the Rail Entity affected or to the minimum extent necessary to perform its obligations under this deed:
 - (i) not do anything which would cause TfNSW or a Rail Entity to breach its obligations under the CTI Strata Management Statement (SP88677) registered on 18 February 2014, the CTI Building Management Statement registered on 8 January 2010 (to the extent applicable) or any other strata management statement in each case, as at the date of this deed; and
 - (ii) to the extent that OpCo has the use and/or occupation of a lot (or part of a lot) in the building on Lots 103, 105 and 109 on DP1094273 and Lots 300, 301 and 302 in DP1186405 (and any further subdivisions of those Lots from time to time), comply with all obligations upon an "Occupier" as set out in the CTI Strata Management Statement (SP88677) and the CTI Building Management Statement (to the extent applicable).
- (b) OpCo acknowledges that breach of its obligations under clause 13.7(a)(ii) could result in the termination of its licence to access the lots described in clause 13.7(a)(ii).

13.8 Chatswood Rail Enclosing Structure Agreement

- (a) OpCo acknowledges that the roof surface of the tunnel erected on Lot 8 in deposited plan 1058962 covering in whole or in part the railway line running through Lot 52 in DP 883102 (**Rail Enclosing Structure**) will not be waterproof and that there may be minor leaks in the Rail Enclosing Structure.
- (b) If at any time the operation of the Rail Infrastructure Facilities (as defined in the section 88B instrument for DP 270368) in the ECRL are impeded due to the condition of the membrane of the Rail Enclosing Structure within Lot 1 DP270368 not meeting the Rail Standard (as defined in the section 88B instrument for DP 270368), OpCo may submit a notice to TfNSW requesting work to be carried out to the membrane so that the Rail Standard is met.
- (c) Upon receipt of a notice submitted by OpCo under clause 13.8(b), TfNSW:
 - (i) will not be under any obligation to carry out the work requested by OpCo under clause 13.8(b); and
 - (ii) must use its reasonable endeavours to have the owner of Lot 1 DP270368 repair that part of the membrane of the Rail Enclosing Structure to the Rail Standard.

13.9 OpCo's Licence

The parties acknowledge that restrictions on OpCo's licence are detailed in the Site Access Schedule.

14. Other access

14.1 OpCo access to RailCorp and Sydney Trains' Facilities

- (a) TfNSW must ensure that Sydney Trains provides OpCo with space in the equipment rooms identified in section 4.4 of SPR Appendix 3 so that OpCo may install OpCo's equipment in those spaces.
- (b) From the Date of Completion until the Expiry Date or earlier termination of this deed, TfNSW grants to OpCo a non-exclusive licence to access the Shared Assets for the purpose of performing the Operations Activities.
- (c) When accessing RailCorp or Sydney Trains' Facilities, worksites and assets, OpCo must comply with the requirements in:
 - (i) SPR Appendix 3;
 - (ii) SPR Appendix 26;
 - (iii) Sydney Trains' Safety Management System; and
 - (iv) the Delivery Interface Protocols.

14.2 Sydney Trains to access

- (a) OpCo must provide Sydney Trains with access to the ECRL after Handover as specified in section 4.2 of SPR Appendix 26 and the Interface Protocols.
- (b) TfNSW must ensure that Sydney Trains complies with OpCo's Safety Management System when accessing the ECRL after Handover.

15. Interface Protocols

15.1 Delivery Interface Protocols

- (a) The Delivery Interface Protocols are contained in SPR Appendix 26.
- (b) OpCo must:
 - (i) meet and consult with Sydney Trains and TfNSW in good faith;
 - (ii) use its best endeavours; and
 - (iii) work closely and iteratively with Sydney Trains and TfNSW,to further develop and agree updates of the Delivery Interface Protocols in accordance with the requirements of SPR Appendix 26.
- (c) TfNSW must use its best endeavours to ensure that Sydney Trains:
 - (i) meets and consults with OpCo and TfNSW in good faith;
 - (ii) uses its best endeavours; and
 - (iii) works closely and iteratively with OpCo and TfNSW,to further develop and agree updates of the Delivery Interface Protocols.

- (d) OpCo must submit to TfNSW's Representative updates of the Delivery Interface Protocols (as agreed with Sydney Trains and TfNSW) annually or as required when changes occur that affect the interface between OpCo and Sydney Trains.
- (e) Until such time as an update of the Delivery Interface Protocols is agreed between OpCo, Sydney Trains and TfNSW, and submitted to TfNSW's Representative, the then current version of the Delivery Interface Protocols will continue to apply.

15.2 Operations Interface Protocols

- (a) The requirements for the Operations Interface Protocols are contained in SPR Appendix 46.
- (b) OpCo must:
 - (i) meet and consult with Sydney Trains and TfNSW in good faith;
 - (ii) use its best endeavours; and
 - (iii) work closely and iteratively with Sydney Trains and TfNSW,
 to further develop and agree updates of the Operations Interface Protocols in accordance with the requirements of SPR Appendix 46.
- (c) TfNSW must use its best endeavours to ensure that Sydney Trains:
 - (i) meets and consults with OpCo and TfNSW in good faith;
 - (ii) uses its best endeavours; and
 - (iii) works closely and iteratively with OpCo and TfNSW,
 to further develop and agree updates of the Operations Interface Protocols.
- (d) OpCo must submit to TfNSW's Representative updates of the Operations Interface Protocols (as agreed with Sydney Trains and TfNSW) annually or as required when changes occur that affect the interface between OpCo and Sydney Trains.
- (e) Until such time as an update of the Operations Interface Protocols is agreed between OpCo, Sydney Trains and TfNSW, and submitted to TfNSW's Representative, the then current version of the Operations Interface Protocols will continue to apply.

15.3 Failure to reach agreement

- (a) In the event that despite OpCo complying with its obligations under clauses 15.1(b) and 15.2(b), OpCo fails to agree any update of an Interface Protocol with Sydney Trains and TfNSW by the time required for submission of that update, OpCo must:
 - (i) give written notice to TfNSW's Representative with a copy to Sydney Trains' Representative; and
 - (ii) attend any coordination meetings as requested, and to be chaired, by TfNSW's Representative, and in good faith work with those present to attempt to agree the update to the Interface Protocol.
- (b) OpCo is not entitled to bring any Claim against TfNSW in respect of any delay or costs incurred by OpCo arising out of a failure to agree any update of the Interface Protocol.

15.4 Fitness for purpose

OpCo warrants that each Interface Protocol will at all times be fit for its purposes.

15.5 Compliance with the Delivery Interface Protocols

- (a) OpCo must comply with the Delivery Interface Protocols until the commencement of Trial Running.
- (b) TfNSW must ensure that Sydney Trains complies with the Delivery Interface Protocols from the date on which it is submitted to TfNSW until the commencement of Trial Running.
- (c) A failure by TfNSW to ensure that Sydney Trains complies with the Delivery Interface Protocols is a Compensation Event.

15.6 Compliance with the Operations Interface Protocols

- (a) OpCo must comply with the Operations Interface Protocols from the commencement of Trial Running until the end of the Term.
- (b) TfNSW must ensure that Sydney Trains complies with the Operations Interface Protocols from the commencement of Trial Running until the end of the Term.
- (c) A failure by TfNSW to ensure that Sydney Trains complies with the Operations Interface Protocols is a Compensation Event.

15.7 Problem solving

- (a) OpCo must:
 - (i) use its best endeavours to resolve; and
 - (ii) work closely and iteratively with Sydney Trains to achieve the best solution to,any problems that arise in connection with the Interface Protocols.
- (b) TfNSW must use its best endeavours to ensure that Sydney Trains:
 - (i) uses its best endeavours to resolve; and
 - (ii) works closely and iteratively with OpCo to achieve the best solution to,any problems that arise in connection with the Interface Protocols.

15.8 No contract between OpCo and Sydney Trains

The parties intend that (and acknowledge that Sydney Trains intends that):

- (a) an Interface Protocol is not a contract between OpCo and Sydney Trains; and
- (b) OpCo and Sydney Trains will not, by conduct or otherwise, create any contract between OpCo and Sydney Trains in relation to the subject matter of the Interface Protocols.

15.9 All costs included

All costs arising out of activities undertaken by OpCo in accordance with the Interface Protocols are included in the Service Payment and no further amounts will be payable for any such activities unless agreed with TfNSW in writing.

16. Interference payments

- (a) Subject to clauses 16(b) and (c) and clause 37.4A of the Operative Provisions, OpCo will incur a liability of \$ _____ (CPI Indexed) to TfNSW whenever, as a result of an act or omission of OpCo:
- (i) one or more passenger train services operated by Sydney Trains or another third party operator stop at Chatswood Station or Epping Station (or both) more than 15 minutes after the scheduled time for that stop;
 - (ii) one or more passenger train services operated by Sydney Trains or another third party operator which were scheduled to stop at Chatswood Station or Epping Station (or both) are cancelled; or
 - (iii) one or more passenger train services operated by Sydney Trains or another third party operator that were scheduled to stop at Chatswood Station or Epping Station (or both) fail to stop at Chatswood Station or Epping Station (or both).
- (b) Where an act or omission of OpCo gives rise to a liability under clause 16(a) and an Availability Deduction or Timeliness Deduction under Schedule 2, OpCo will be liable for the greater of the payment under clause 16(a) or the cumulative value of deductions under Schedule 2 (rather than the aggregate).
- (c) OpCo will not incur a liability to TfNSW under clause 16(a):
- (i) if OpCo is liable to make a payment under clause 11(g); or
 - (ii) to the extent the incident occurs as a result of a Compensation Event or a Relief Event.
- (d) If TfNSW considers that OpCo has incurred a liability to TfNSW under clause 16(a), TfNSW must give OpCo a written notice within 10 Business Days of that liability being incurred. The written notice must identify the train service which was disrupted and the act or omission of OpCo which caused the disruption.
- (e) Within 10 Business Days of receiving a notice under clause 16(d), OpCo must notify TfNSW whether OpCo accepts or disputes the liability. A notice under this clause 16(e) that OpCo disputes the liability must contain the information specified in clause 56.3 of the Operative Provisions and will constitute a Notice of Dispute under clause 56.3 of the Operative Provisions. If OpCo fails to give a notice in accordance with this clause 16(e) it will be deemed to have accepted the liability and will be absolutely barred from disputing the liability or making any Claim against TfNSW arising out of the liability.

Attachment 1 Late Hand Back of a Track Possession

(Clause 11(g) of Schedule 3)

An amount calculated in accordance with the table below.

Time elapsed between scheduled end of a Track Possession and Hand Back of Track Possession	Amount payable by OpCo to TfNSW (CPI Indexed)
0-30 minutes	\$
30-60 minutes	\$
60 minutes or more	\$ plus \$ for each hour or part thereof in excess of 120 minutes

Schedule 4 — ETS interface

(Clause 9.13)

1. Definitions

In this Schedule:

ETS Access Protocols means the ETS Access Protocols contained in section 2 of Exhibit 16.

ETS Communications Protocol means the document of that name provided by TfNSW to OpCo, as updated by TfNSW from time to time.

ETS Maintenance Manuals means the maintenance manuals for the ETS provided by TfNSW to OpCo, as updated by TfNSW from time to time.

ETS Operational Manuals means the operational manuals for the ETS provided by TfNSW to OpCo, as updated by TfNSW from time to time.

ETS Program means the schedule to be agreed between the parties and referred to in clause 3.1(b) (as updated in accordance with clause 3.1).

OpCo ETS Works means all works OpCo is required to carry out to facilitate installation of the ETS under:

- (a) clauses 2 - 5 of this Schedule; and
- (b) the SPR (including SPR Appendix 33).

TfNSW ETS Activities means all activities that TfNSW and/or the ETS Contractors perform, or are required to perform, relating to the installation, testing, commissioning, operation, replacement, inspection, repair and maintenance of the ETS.

2. Coordination and representation

- (a) OpCo must appoint a representative to coordinate and deal with matters relating to the ETS.
- (b) The representative referred to in clause 2(a) (or an appropriate replacement) must attend meetings relating to the ETS as requested by TfNSW. OpCo acknowledges that this may include regular meetings between TfNSW and OpCo and also working group meetings with groups of transport operators and the ETS Contractor.
- (c) OpCo acknowledges that:
 - (i) TfNSW has engaged the ETS Contractors to perform part of the TfNSW ETS Activities upon the NWRL Site at the same time as OpCo;
 - (ii) OpCo's Activities will interface with the TfNSW ETS Activities;
 - (iii) TfNSW and the ETS Contractors will be executing work on parts of the NWRL Site, or adjacent to the NWRL Site, at the same time as OpCo is performing OpCo's Activities;

- (iv) TfNSW may require OpCo to provide information to it to coordinate the design of the TfNSW ETS Activities with the OTS Works and the Temporary Works, and this must be provided in a timely manner by OpCo; and
 - (v) any delay in the performance of OpCo's Activities or in OpCo providing information to TfNSW's Representative, or co-operating and coordinating with the ETS Contractors, may adversely impact upon, delay or disrupt the ETS Contractors or the NWRL in a way which may lead to TfNSW suffering Loss.
- (d) When any information is requested by TfNSW, including confirming the compatibility or suitability of the design of, work methods to be used in, or any other aspect of, the TfNSW ETS Activities with the OTS Works, OpCo's Activities or the NWRL, OpCo must:
- (i) provide the information to TfNSW's Representative within the time requested by TfNSW, provided that this time is reasonable; and
 - (ii) ensure and warrant the information provided is accurate.
- (e) OpCo must perform OpCo's Activities so as to minimise any interference with or disruption or delay to the TfNSW ETS Activities.
- (f) OpCo must promptly advise TfNSW's Representative of all matters arising out of the TfNSW ETS Activities or the interface between OpCo and the ETS Contractors of which OpCo is aware that may have an adverse effect upon OpCo's Activities or TfNSW ETS Activities.
- (g) OpCo must use its best endeavours to resolve any issues in relation to the ETS, the OpCo ETS Works and the TfNSW ETS Activities, and work closely and iteratively, with TfNSW to achieve the best solution to issues.
- (h) Except as expressly stated in this deed, OpCo is not entitled to make, and TfNSW and the State will not be liable upon, any Claim against TfNSW or the State arising out of or in any way in connection with a direction, information or representation by the ETS Contractors.

3. ETS Program and access

3.1 ETS Program

- (a) Without limiting clause 3.2(a), OpCo must cooperate and work with TfNSW and the ETS Contractors regarding access to personnel, the OTS Works and the NWRL for all TfNSW ETS Activities.
- (b) OpCo must prepare the initial ETS Program for all activities associated with the ETS that complies with the draft ETS program set out in Exhibit 16, the SPR and the Delivery Program. OpCo must ensure that the initial ETS Program includes:
 - (i) all interactions between OpCo, TfNSW and the ETS Contractors relating to the ETS;
 - (ii) all actions relating to the ETS;

- (iii) the dependencies referred to in clause 5(c); and
- (iv) the timing for the delivery of the work as executed Design Documentation for the OpCo ETS Works.

OpCo must submit each revised version of the initial ETS Program in a manner and at a frequency which will give TfNSW a reasonable opportunity to review the initial ETS Program and coordinate the TfNSW ETS Activities and must incorporate into the initial ETS Program programs and time constraints for the TfNSW ETS Activities notified by TfNSW. OpCo and TfNSW will meet as required to finalise and agree the initial ETS Program.

- (ba) OpCo will be responsible for maintaining and updating the ETS Program. Subject to clause 3.1(bb), the ETS Program may only be amended by the agreement of the parties.
- (bb) If TfNSW (or a contractor of TfNSW) is delayed in achieving completion of the TfNSW ETS Activities by the relevant date for completion by:
 - (i) any act or omission of OpCo (or an OpCo Contractor); or
 - (ii) any event outside the control of TfNSW (other than an act or omission of TfNSW's contractors),

then TfNSW may direct amendments to the ETS Program to address the delay.

- (bc) If TfNSW directs an amendment to the ETS Program in accordance with clause 3.1(bb) for reasons other than a delay to completion of the TfNSW ETS Activities caused by an act or omission of OpCo or an OpCo Contractor, then that amendment will constitute a Relief Event.
- (c) OpCo must carefully coordinate and interface OpCo's Activities with the TfNSW ETS Activities and for this purpose:
 - (i) make proper allowance in the Delivery Program for the TfNSW ETS Activities;
 - (ii) monitor the progress of the TfNSW ETS Activities;
 - (iii) notify TfNSW's Representative of any interface or sequence of activities that may affect the commencement, progress or completion of any stage;
 - (iv) provide TfNSW Representative with sufficient information about the current and expected OpCo's Activities in order to assist TfNSW and the ETS Contractors to coordinate the TfNSW ETS Activities with OpCo's Activities;
 - (v) provide TfNSW and the ETS Contractors with any information or assistance reasonably required by TfNSW to assist the ETS Contractors to carry out the TfNSW ETS Activities; and
 - (vi) work in accordance with the Interface Management Plan.
- (d) OpCo must at all times be responsible for coordinating OpCo's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, the ETS Contractors' personnel and work.

3.2 Provision of access

- (a) In addition to the access rights and obligations in clause 44 of the Operative Provisions, OpCo must provide TfNSW and the ETS Contractors with access to personnel, the NWRL Site, the OTS Works and the NWRL:
- (i) in accordance with the ETS Program; and
 - (ii) at all times,
- in accordance with the ETS Access Protocols for the purpose of all activities associated with the ETS, including installing, testing, commissioning, operating, maintaining, replacing, upgrading, inspecting or repairing the ETS.
- (b) Without limiting its obligations under clause 9.2 of the Operative Provisions, OpCo must provide site access training for TfNSW and the ETS Contractors, which training is to include general and site specific information relating to the NWRL Site, including details of delivery locations and storage facilities.
- (c) OpCo must at all times:
- (i) permit the ETS Contractors and TfNSW to execute the TfNSW ETS Activities on the applicable parts of the NWRL Site whether or not this is at the same time as OpCo is performing OpCo's Activities and for this purpose ensure they have safe, clean and clear access to those parts of the NWRL Site required by them for the purpose of carrying out their work; and
 - (ii) take all reasonably necessary precautions to ensure that the OTS Works, Temporary Works and other improvements on the NWRL Site are protected from accidental damage by the ETS Contractors and provide means of receiving, storing and protecting goods and equipment supplied by the ETS Contractors, provided that OpCo has been given reasonable notice of the delivery of such goods and equipment.
- (d) OpCo must comply with the ETS Communications Protocol and reasonable directions provided by TfNSW from time to time in relation to OpCo's interface and interaction with TfNSW and the ETS Contractors in relation to the ETS.
- (e) When TfNSW or any ETS Contractor exercises rights under this clause 3.2, TfNSW must ensure that it and each ETS Contractor:
- (i) complies with the ETS Access Protocols;
 - (ii) does not unreasonably interfere with OpCo (or any Core Contractor) performing OpCo's Activities;
 - (iii) observes all reasonable safety and security constraints notified by OpCo in the ETS Access Protocols; and
 - (iv) without limiting clauses 3.2(e)(i) to (iii):
 - A. cooperates with OpCo and the Core Contractors in relation to OpCo's (or any Core Contractor's) compliance with its

Accreditation obligations under the Rail Safety National Law and Rail Safety Regulations; and

- B. complies with reasonable requirements of OpCo (or any Core Contractor) set out in the ETS Access Protocols in relation to compliance with the Accreditation of OpCo (or any Core Contractor).

4. Design

- (a) OpCo must design the OTS Works so as to be fully compatible with the ETS, including the preparation of Design Documentation which complies with the requirements of this deed including SPR Appendix 33. In particular, OpCo must ensure that the design of the Stations (except Epping Station and Chatswood Station) takes into account the matters relating to the ETS in accordance with the SPR.
- (b) A description of the ETS is set out in Exhibit 16, including the quantities of the ETS Equipment to be provided by TfNSW. Further documentation in relation to the ETS will be provided to OpCo in accordance with the ETS Program.

5. Installation, testing and commissioning of the ETS

- (a) OpCo must perform OpCo's Activities relating to the OpCo ETS Works in accordance with the ETS Program.
- (b) Subject to clause 5(a), TfNSW must ensure that the ETS is installed, tested and commissioned in accordance with the ETS Program. The ETS Equipment quantities to be installed will be set out in Exhibit 16 or as otherwise agreed by the parties.
- (c) OpCo acknowledges that there are dependencies between the OpCo ETS Works and the TfNSW ETS Activities and that TfNSW will not be able to commence, carry out or complete parts of the TfNSW ETS Activities until:
- (i) the OTS Independent Certifier has certified that parts of the OpCo ETS Works have been completed, tested and commissioned in accordance with the deed (including the SPR) and the ETS Program; and
- (ii) OpCo has provided the work as executed Design Documentation for the OpCo ETS Works to TfNSW's Representative.
- (d) OpCo acknowledges that TfNSW and the ETS Contractor may conduct such testing as TfNSW determines necessary to verify that the ETS performs as required by TfNSW.
- (e) OpCo must:
- (i) facilitate the installation, testing and commissioning of the ETS by TfNSW and the ETS Contractors by:
- A. fully cooperating with the ETS Contractors, including providing the ETS Contractors with such reasonable assistance as may be directed by TfNSW's Representative;
- B. complying with obligations under this Schedule 4;

- C. coordinating and providing access in accordance with clause 3; and
 - D. providing assistance as required by TfNSW; and
- (ii) coordinate the OTS Works with the installation, testing and commissioning of the ETS by TfNSW and the ETS Contractors in the Stations,

including in accordance with the ETS Program, the Delivery Program and the SPR.

6. Operation and maintenance

- (a) OpCo must operate and maintain the ETS Equipment in accordance with the ETS Maintenance Manuals, the ETS Operational Manuals, the NWRL/ETS Communication Protocol and the SPR and, in particular, SPR Appendix 46.
- (b) OpCo must support revenue protection activities in accordance with clause 20.11 of the Operative Provisions.
- (c) Without limiting OpCo's obligations under the SPR, TfNSW and OpCo acknowledge that OpCo will not be responsible for:
 - (i) the provision of smartcards for the ETS, including disposable smartcards;
 - (ii) the provision of receipt paper rolls;
 - (iii) cash collection services; and
 - (iv) maintenance of the ETS Equipment beyond that required to be carried out by OpCo.
- (d) OpCo must clean the ETS Equipment in accordance with clause 20.18 of the Operative Provisions and the SPR.
- (e) OpCo must remove Graffiti from and rectify damage and vandalism impacting the ETS Equipment in accordance with clause 20.19 of the Operative Provisions and the SPR.
- (f) OpCo must provide mains power and communications for the ETS in accordance with the SPR.
- (g) OpCo must provide assistance as required by TfNSW to facilitate operation and maintenance of the ETS by TfNSW and the ETS Contractors, including cash collection services.

7. ETS and policy

- (a) OpCo acknowledges that the ETS may be modified, upgraded, removed or replaced during the Term.
- (b) Nothing in the deed will in any way limit or restrict the ability or power of TfNSW, the State or any Authority to:

- (i) develop, install, operate and/or maintain, directly, by sub-contractors or otherwise, any fare or ticketing initiatives or systems;
- (ii) change, extend or deal in any way with the ETS; or
- (iii) implement Government fare or ticketing policies.

8. Ownership

OpCo acknowledges that it will not own, or have any right, title or interest in, the ETS.

9. Information and data

OpCo acknowledges that TfNSW owns all information and data in, collected by and produced by the ETS and that TfNSW may use such information and data for any purpose.

Schedule 5 — Environmental Documents and Planning Approval conditions

(Clauses 6.2 and 19.1)

1. Order of precedence of Environmental Documents

The order of precedence of the Environmental Documents (including certain documents referenced within the Environmental Documents) is as set out below:

- (a) the specific requirements of SPR Appendices 44, 49 and 54 only to the extent that those requirements impose a higher standard than is required by the Planning Approvals; and
- (b) the Planning Approvals.

2. OpCo's obligations in respect of Planning Approvals

OpCo must comply with all of the obligations, conditions and requirements of the Environmental Documents except to the extent that:

- (a) this Schedule 5:
 - (i) provides that TfNSW will comply with the obligation, condition or requirement; or
 - (ii) limits OpCo's obligation in respect of that obligation, condition or requirement; or
- (b) the relevant Environmental Document contains conditions that can only be complied with prior to the date on which the Construction Site Licence commences in accordance with clause 12.1(b) of the Operative Provisions for that part of the Construction Site.

3. TfNSW's obligations in respect of Planning Approvals

3.1 Project Planning Approval 1

The parties acknowledge that Project Planning Approval 1 relates to major civil construction works, and does not directly relate to OpCo's Activities or the OTS Works or Temporary Works.

Without limiting any obligation of OpCo under clause 3.2 of this Schedule 5, TfNSW will:

- (a) in relation to Project Planning Approval 1 (as modified) be responsible for complying with all conditions with the exception of:
 - (i) condition C11(g), to the extent that the condition requires monitoring or other action after the date on which the Construction Site Licence commences in accordance with clause 12.1(b) of the Operative Provisions in respect of each part of the Construction Site. For the purposes of assisting OpCo in complying with this condition, TfNSW will provide OpCo with all relevant documents relating to the monitoring carried out by the Civil Works Contractors for the purposes of condition C11(g);

- (ii) condition E5, to the extent that any pre-clearing surveys, inspections and relocation of species were not undertaken by the Civil Works Contractors. For the purposes of assisting OpCo in complying with this condition, TfNSW will provide OpCo with all relevant documents relating to compliance with condition E5 by the Civil Works Contractors;
 - (iii) condition E28, to the extent that the condition requires monitoring or other action after the date on which the Construction Site Licence commences in accordance with clause 12.1(b) of the Operative Provisions in respect of each part of the Construction Site. For the purposes of assisting OpCo in complying with this condition, TfNSW will provide OpCo with all relevant documents relating to risk areas which have been identified pursuant to conditions C17 or E26 of Project Planning Approval 1; and
 - (iv) condition E30, to the extent that the condition requires monitoring after the date on which the Construction Site Licence commences in accordance with clause 12.1(b) of the Operative Provisions in respect of each part of the Construction Site. For the purposes of assisting OpCo in complying with this condition, TfNSW will provide OpCo with details of the requirements of the Independent Property Impact Assessment Panel as they are relevant to OpCo's compliance with this condition;
- (b) in relation to the mitigation measures identified in Chapter 7 of the Submissions Report, Stage 1 – Major Civil Construction Works (July 2012) be responsible for complying with all mitigation measures with exception of:
- (i) mitigation measure EH6;
 - (ii) mitigation measure EH7;
 - (iii) mitigation measure E10, to the extent that any revegetation is required on any parts of the Construction Site and such revegetation has not been carried out by the Civil Works Contractors; and
 - (iv) mitigation measure IH5 (where TfNSW determines that a permanent public interpretation contemplated by mitigation measure IH5 should be installed); and
- (c) in relation to the mitigation measures identified in Chapter 7 of the Modification to Showground Station (October 2012) be responsible for complying with all mitigation measures;

3.2 Project Planning Approval 2

TfNSW will:

- (a) in relation to the Project Planning Approval 2, be responsible for complying with the following conditions:
 - (i) condition B6;
 - (ii) condition B9;
 - (iii) condition C1;

- (iv) condition C8, except that OpCo must provide a "Traffic and Transport Representative" in accordance with section 5.14(c) of the SPR;
- (v) condition C10, except that OpCo must:
 - A. provide TfNSW with all information, documents, details and data relating to OpCo's Activities, including station access and precinct designs, to enable TfNSW to comply with this condition;
 - B. incorporate the pedestrian and cyclist network and facilities strategy into its station access plan prepared under condition C5; and
 - C. implement the pedestrian and cyclist network and facilities strategy;
- (vi) condition C12, except that OpCo must include the outcomes of the review under condition C12 in its station access plan prepared under condition C5. For the purposes of assisting OpCo in complying with this condition, TfNSW will provide OpCo with all relevant documents relating to the review under condition C12;
- (vii) condition C16, only in relation to the final viaduct design prepared by the SVC Contractor;
- (viii) condition C21;
- (ix) condition C29;
- (x) condition C30;
- (xi) condition C31;
- (xii) condition C51;
- (xiii) condition D1, except that OpCo must:
 - A. provide TfNSW with all the information, documents, details and data relating to OpCo's Activities that are required to prepare and implement a "Stakeholder and Community Involvement Plan" (as more particularly described in condition D1) for the approval of the Director General; and
 - B. implement the plan prepared by TfNSW to the extent required by this deed (including in accordance with SPR Appendix 54) or otherwise required by TfNSW;
- (xiv) condition D2;
- (xv) condition D3, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities that are required to prepare and implement a "Construction Complaints Management System" (as more particularly described in condition D3) consistent with AS 4269 and maintain a complaints register;

- (xvi) condition D4, except that OpCo must provide TfNSW with all information, documents, details and data relating to OpCo's Activities that are required to establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the North West Rail Link;
 - (xvii) condition D5, except that OpCo must provide TfNSW with all information, documents, details and data relating to OpCo's Activities that are required to develop and implement a "Compliance Tracking Program" (as more particularly described in condition D5) to track compliance with the requirements of the Approval;
 - (xviii) condition E5;
 - (xix) condition E27(d), except that OpCo must provide TfNSW with all information, documents, details and data relating to OpCo's Activities that are required for TfNSW to provide the monitoring results to the Director General (as re-numbered pursuant to the instrument of modification of Project Planning Approval 2 dated 20 May 2014);
 - (xx) condition E33 (as re-numbered pursuant to the instrument of modification of Project Planning Approval 2 dated 20 May 2014); and
 - (xxi) condition E35 relating to a bridge management plan (as referred to in the instrument of modification of Project Planning Approval 2 dated 20 May 2014).
- (b) in relation to the mitigation measures identified in Chapter 9 of the Submissions Report Stage 2 – Stations, Rail Infrastructure & Systems (March 2013), be responsible for complying with:
- (i) mitigation measure OpT5;
 - (ii) mitigation measure T2, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities that are required to notify the public of proposed traffic changes by newspaper, radio, project web site and other forms of community liaison;
 - (iii) mitigation measure T11, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities and identify specific mitigation measures that are required to enable TfNSW to comply with this mitigation measure. For the purposes of assisting OpCo in complying with its obligations in relation to this mitigation measure, TfNSW will provide OpCo with notice of any special event bus services which it proposes to operate, and in respect of which OpCo will be required to provide the relevant information, documents, details and data;
 - (iv) mitigation measure T12, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities and identify specific mitigation measures, including updated Construction Traffic Management Plans, that are required to enable TfNSW to comply with this mitigation measure;
 - (v) mitigation measure T27;

- (vi) mitigation measure EH10;
- (vii) mitigation measure LB2, except that OpCo must provide the specialist place managers with all the information relating to OpCo's Activities required to ensure that the specialist place managers can provide timely responses to local residents, business people and community groups;
- (viii) mitigation measure LB3, except that OpCo must provide TfNSW with all the information relating to OpCo's Activities required to develop a business impact register that identifies and rates specific impacts associated with construction related works for individual businesses;
- (ix) mitigation measure LB4, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to maintain a toll free number and website to enable business owners and/or operators to receive prompt responses to their concerns, access information and view assistance measures in place during construction related works;
- (x) mitigation measure OpLC1;
- (xi) mitigation measure LC1, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to liaise with statutory organisations, the Department of Planning and Infrastructure (DP&I) and local Councils to ensure the North West Rail Link is integrated with local and regional land use planning;
- (xii) mitigation measure LC2, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW and the specialist place managers to consult with the community throughout the project planning and construction phases to ensure that community members have adequate information about the project, the timing and scope of activities in their local area and impacts on their local facilities and recreational areas;
- (xiii) mitigation measure LC3, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to consult with the Hornsby Shire Council, Parramatta City Council and DP&I regarding the implications of the Project in relation to the Epping town centre study;
- (xiv) mitigation measure LC5, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to consult with stakeholders of Beecroft Reserve to identify appropriate adjustments to walking trails during construction;
- (xv) mitigation measure LC6, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to consult with schools near Cherrybrook in order to develop specific mitigation measures to reduce impacts on their operation and amenity;
- (xvi) mitigation measure LC7;
- (xvii) mitigation measure LC8;
- (xviii) mitigation measure LC9, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable

TfNSW to consult with Hillsong Church to identify specific mitigation measures to reduce operational and amenity impacts on the church during construction;

- (xix) mitigation measure LC10, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to consult with Emmanuel Baptist Church and Anglican Technical College Western Sydney to identify specific mitigation measures to reduce operational and amenity impacts on their facilities during construction;
- (xx) mitigation measure LC11, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to consult with The Hills Shire Council regarding the implications of the Project in relation to the Balmoral Road release area;
- (xxi) mitigation measure LC12, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to consult with the relevant stakeholders regarding the implications of the Project on the Rouse Hill Town Centre Northern frame works;
- (xxii) mitigation measure LC13, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to consult with DP&I, Blacktown City Council and relevant stakeholders regarding the implications of the Project on the proposed land use plan for Area 20; and
- (xxiii) mitigation measure OpGHG2, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to comply with this mitigation measure.

In relation to condition C44 of Project Planning Approval 2, OpCo must:

- (c) adopt any urban design and corridor landscape plan prepared by the SVC Contractor in relation to the design of the viaduct and amend it to incorporate the OTS Works and OpCo's Activities;
- (d) further develop the urban design and corridor landscape plan to comply with condition C44; and
- (e) otherwise comply with condition C44.

3.3 EPBC Act Approval

TfNSW will be responsible for complying with the conditions of the EPBC Act Approval.

3.4 Parramatta Rail Link Planning Approval

TfNSW will be responsible for complying with all condition of the Parramatta Rail Link Approval, except for the following:

- (a) conditions 69, 70, 71, 72, 73, 74; 76, 76A, 77, 78, 79, 80 and 81 in relation to operational noise and vibration. In relation to conditions 69 and 79, TfNSW will provide OpCo with the current version of the Operational Noise and Vibration Management Plan;

- (b) conditions 141 and 142 in relation to operational air quality;
- (c) conditions 146, 153, 154, and 177 in relation to air quality. In relation to condition 153, TfNSW will provide OpCo with the current version of the Operational Environmental Management Plan;
- (d) conditions 223 and 224 in relation to advertising and lighting;
- (e) condition 259 in relation to Sydney Water services. In particular, OpCo must comply with any agreement made with Sydney Water pursuant to condition 259, provided that TfNSW provides OpCo with such a copy of such agreement;
- (f) condition 262 in relation to cumulative impact only with respect to the Operations Activities; and
- (g) conditions 267 and 269 in relation to operations hazards. In relation to condition 267, TfNSW will provide the current version of the Site Emergency Management Plan.

3.5 Rapid Transit Rail Facility Planning Approval

TfNSW will:

- (a) in relation to the Rapid Transit Rail Facility Planning Approval, be responsible for complying with:
 - (i) condition B6;
 - (ii) condition B8, except that OpCo must not make any changes to the scope of the infrastructure activity the subject of the Rapid Transit Rail Facility Planning Approval unless approved by TfNSW in accordance with this deed;
 - (iii) condition B9;
 - (iv) condition B15, except that OpCo will be bound by the determination of any dispute in accordance with condition B15;
 - (v) establishing the design review panel referred to in condition C23;
 - (vi) condition C28;
 - (vii) condition D1, except that OpCo must:
 - A. provide TfNSW with all the information, documents, details and data relating to OpCo's Activities that are required to prepare and implement a "Stakeholder and Community Involvement Plan" (as more particularly described in condition D1) for the approval of the Director General; and
 - B. implement the plan prepared by TfNSW to the extent required by this deed (including in accordance with SPR Appendix 54) or otherwise required by TfNSW;
 - (viii) condition D2;
 - (ix) condition D3, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities

that are required to prepare and implement a "Construction Complaints Management System" (as more particularly described in condition D3) consistent with AS 4269 and maintain a complaints register;

- (x) condition D4, except that OpCo must provide TfNSW with all information, documents, details and data relating to OpCo's Activities that are required to establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the North West Rail Link;
 - (xi) condition D5, except that OpCo must provide TfNSW with all information, documents, details and data relating to OpCo's Activities that are required to develop and implement a "Compliance Tracking Program" (as more particularly described in condition D5) to track compliance with the requirements of the Approval;
 - (xii) condition E21, except that OpCo must provide a "Traffic and Transport Representative" in accordance with section 5.14(c) of the SPR; and
 - (xiii) condition E27; and
- (b) in relation to the mitigation measures identified in section 4 of the Submissions Report - Tallawong Road, Rouse Hill - Rapid Transit Rail Facility (October 2013), be responsible for complying with:
- (i) mitigation measure T2, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities that are required to notify the public of proposed traffic changes by newspaper, radio, project web site and other forms of community liaison;
 - (ii) mitigation measure T12, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities and identify specific mitigation measures, including updated traffic management plans, that are required to enable TfNSW to comply with this mitigation measure;
 - (iii) mitigation measure OpNV14, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities required by TfNSW to enable TfNSW to comply with this mitigation measure;
 - (iv) mitigation measure LC1, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW to liaise with statutory organisations, the Department of Planning and Infrastructure (DP&I) and local Councils to ensure the North West Rail Link is integrated with local and regional land use planning and otherwise to comply with this mitigation measure;
 - (v) mitigation measure LC2, except that OpCo must provide TfNSW with all the information required relating to OpCo's Activities to enable TfNSW and the specialist place managers to consult with the community throughout the project planning and construction phases to ensure that community members have adequate information about the project, the timing and scope of activities in their local area and impacts on their local facilities and recreational areas; and

- (vi) mitigation measure LB2, except that OpCo must provide the specialist place managers with all the information relating to OpCo's Activities required to ensure that the specialist place managers can provide timely responses to local residents, business people and community groups.

3.6 ECRL Conversion Planning Approval

TfNSW will, in relation to the ECRL Conversion Planning Approval, be responsible for complying with the following conditions:

- (a) apply the existing "Overarching Stakeholder and Community Involvement Plan", except that OpCo must develop and implement the "Community Liaison Implementation Plan";
- (b) provide:
 - (i) electronic information (or details of where hard copies of this information may be accessed by members of the public) related to the Project, on dedicated pages within its existing website, including:
 - A. a copy of the documents referred to under Condition 1 of this approval and any documentation supporting modifications to the Approval or related approvals that may be granted in the future;
 - B. a copy of each relevant licence or permit required and obtained in relation to the NWRL;
 - C. "Construction Compliance Reports";
 - D. details of construction information; and
 - E. 24 hour contact telephone number for information and complaints; and
 - (ii) provide regular detailed updates of work progress and construction activities on the website,

except that OpCo must provide TfNSW with all information, documents, details and data relating to OpCo's Activities that are required to establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the NWRL;
- (c) implement the existing "Complaints Management System" and 24 hour construction response line number, except that OpCo must provide TfNSW with all the information, documents, details and data relating to OpCo's Activities that are required to prepare and implement a "Complaints Management System";
- (d) record details of all complaints received during construction on a complaints register;
- (e) for complaints received via phone or in person, provide a verbal response to the complainant within 2 hours during construction times and within 24 hours during non-construction times (unless the complainant agrees otherwise);

- (f) for complaints received via email, send an acknowledgement email as soon as possible but within 48 hours of receipt;
- (g) prior to the commencement of construction, make available an Environmental Representative for the duration of the construction period;
- (h) forward information on all complaints received during the previous 24 hours and response times to the Environmental Representative each working day and the Environment Protection Authority as required by any applicable Environment Protection Licence;
- (i) prior to the commencement of construction, make available an Environmental Representative for the duration of the construction period, except that OpCo must allow the Environmental Representative the necessary access to the Construction Site and information to allow the Environmental Representative to undertake its activities;
- (j) provide 6-monthly summaries of the "Environmental Report" on the existing website;
- (k) consult with the existing "Traffic and Transport Liaison Group" throughout construction, except that OpCo must provide a "Traffic and Transport Representative"; and
- (l) develop and implement an "Alternative Transport Strategy" to provide transport during the ECRL shutdown period.

Schedule 6 — NWRL Site Interface Deed Poll

(Clauses 9.2(b) and 9.11(b))

Deed Poll

Dated:

In favour of: [insert OpCo's details] (ABN [insert OpCo's details]) of [address]

(OpCo)

[insert details of relevant D&C Contractor or O&M Contractor] (ABN [insert relevant details]) of [address]

(Appointed Principal Contractor]

Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee Street, Chippendale NSW 2008

(TfNSW)

Given by: [insert TfNSW's contractor's details] (ABN []) of [address]

(Other Contractor)

Recitals

- A. By a contract dated [insert date] (**OTS Project Deed**) between TfNSW and OpCo, OpCo agreed to, amongst other things, design and construct certain works and operate and maintain a rapid transit rail system (**OpCo's Activities**) on the land more particularly described in the OTS Project Deed (the **NWRL Site**).
- B. The Other Contractor has been appointed under a contract (**Other Contract**) to undertake certain activities on the NWRL Site (**NWRL Site Interface Work**).
- C. For the purposes of the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2011 (NSW) (together, the **WHS Legislation**), the OTS Works and the NWRL Site Interface Work are a 'construction project' within the meaning of the WHS Legislation.
- D. TfNSW has engaged the Appointed Principal Contractor as principal contractor and authorised the Appointed Principal Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- E. Under the provisions of the OTS Project Deed, TfNSW is required to procure the provision of this Deed Poll from each Other Contractor (as that term is defined in the OTS Project Deed) that undertakes NWRL Site Interface Work (as that term is defined in the OTS Project Deed).

Operative provisions

1. In consideration of OpCo and the Appointed Principal Contractor accepting this Deed Poll, the Other Contractor agrees that:
 - (a) the Other Contractor, its subcontractors and their respective personnel while they are on the NWRL Site, will comply with NWRL Site safety regulations, any NWRL Site rules or regulations and with all directions of OpCo or the Appointed Principal Contractor with respect to work health and safety;

- (b) the Other Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of OpCo or the Appointed Principal Contractor so that the Appointed Principal Contractor discharges its obligations as principal contractor;
- (c) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with OpCo or the Appointed Principal Contractor, TfNSW and all other persons who have a work health and safety duty in relation to the same matter;
- (d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by OpCo or the Appointed Principal Contractor while on the NWRL Site;
- (e) OpCo or the Appointed Principal Contractor may exclude the Other Contractor, any of its subcontractors and their respective personnel from the NWRL Site for work health and safety reasons;
- (f) OpCo or the Appointed Principal Contractor may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
- (g) where high risk construction work, as reasonably determined by OpCo or the Appointed Principal Contractor, is to be carried out in the performance of the NWRL Site Interface Work, the Other Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to TfNSW, OpCo and the Appointed Principal Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by OpCo or the Appointed Principal Contractor, suspend the performance of any high risk construction work;
- (h) the Other Contractor will in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
- (i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.

2. The Other Contractor indemnifies OpCo and the Appointed Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by OpCo or the Appointed Principal Contractor as a result of:

- (a) any failure by the Other Contractor to comply with any direction given by OpCo or the Appointed Principal Contractor in accordance with this Deed Poll; or

(b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:

(i) their respective contractual or legislative work health and safety obligations; or

(ii) the provisions of this Deed Poll.

3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

Executed as a deed poll

Executed by **[Other Contractor]** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/other director

Full name of director

Full name of company secretary/other director

Schedule 7 — Key personnel

(Clause 9.15)

Part A

OpCo Employees

Position	Competencies	Qualifications	Experience
CEO, Project Director	<p>Strong technical capabilities and understanding of construction process in complex infrastructure projects</p> <p>Excellent financial management skills including establishing and managing cost accountability in complex, large infrastructure projects, cost and budget management and financial reporting</p> <p>Excellent program management skills, including planning, reporting and risk management</p> <p>Proven skills, understanding and experience in managing industrial relations and OH&S environments, including regulatory frameworks, systems and key risks</p> <p>Well-developed knowledge of asset management and whole of life strategies</p> <p>Understanding Government processes for managing large infrastructure projects</p>	<p>Degree in construction management, engineering or business</p> <p>Qualification (eg diploma or advanced diploma) in project management (desirable)</p> <p>Leadership training</p> <p>APESMA member (desirable)</p>	<p>Minimum 20-25 years experience in successful project management of complex, large infrastructure projects, demonstrating ability to deliver to time, cost and quality</p> <p>Demonstrable and significant experience in complex stakeholder engagement, client and third party relationship management on large infrastructure projects</p> <p>Demonstrable experience in successfully leading and motivating large teams in projects and operations</p> <p>Experience in rail projects, operations and maintenance</p>
Finance and Commercial Director	<p>Understanding key business drivers and the market place</p> <p>Focusing on strategic orientation and understands</p>	<p>Degree in accounting, project administration or commercial/contract law)</p>	<p>At least ten years commercial management experience on large-scale civil/mechanical construction contracts</p>

Position	Competencies	Qualifications	Experience
	<p>contributes to and aligns work/priorities to strategic business strategies</p> <p>Focusing on improvement and sets and works to meet stretching goals</p> <p>Bringing leadership that promotes team effectiveness</p> <p>Facilitating involvement in delivering project objectives</p> <p>Developing and coaching others, giving guidance and feedback, creating development opportunities and helping others to grow and develop</p>		Demonstrated experience in effectively negotiating and communicating at a senior level with clients on major construction projects and with the team
Customer Advocate	<p>Effectively communicating a vision throughout an organisation</p> <p>Developing evidence-based policies</p> <p>Using trend analysis to capture opportunities for customer service improvement</p> <p>Building rapport with client, customer and stakeholder interest groups</p> <p>Promoting teamwork and effectively operating in a high performance team</p> <p>Conveying information clearly and concisely</p> <p>Operating in a crisis effectively</p>	<p>Proven ability to measurably improve customer satisfaction</p> <p>Senior executive experience in marketing</p>	<p>Extensive experience in frontline customer service</p> <p>Experience in organisation change management</p>
Technical Director	Strong technical capabilities and understanding of construction process in complex infrastructure	Holds at least a first Engineering	Minimum 20-25 years experience in successful project management of complex, large

Position	Competencies	Qualifications	Experience
	<p>projects</p> <p>Excellent financial management skills including establishing and managing cost accountability in complex, large infrastructure projects</p> <p>Proven program management skills, including planning, reporting and risk management</p> <p>Proven skills, understanding in managing industrial relations and OH&S environments, including regulatory frameworks, systems and key risks</p>	degree	<p>infrastructure projects</p> <p>Extensive railway leadership experience</p> <p>Demonstrated and significant experience in complex stakeholder engagement, client and third party relationship management</p> <p>Demonstrated experience in successfully leading and motivating large project team to deliver complex projects</p> <p>Demonstrated track record in managing complex, large infrastructure projects with minimal safety incidence and environmental impact</p>
Communications Manager	<p>Expert communications at all levels</p> <p>Able to communicate a vision, clearly and concisely</p> <p>Highly diplomatic, with significant influencing skills and able to provide confidence to shareholders that NRT is in control of all aspects of the contract</p> <p>A comprehensive knowledge and understanding of NSW Government and parliamentary procedures and requirements</p> <p>Demonstrable skills in community and stakeholder liaison</p> <p>Practiced networking skills with a wide circle of contacts</p>	A degree in communications or similar	<p>Experience in communicating in a transport or rail environment</p> <p>Extensive experience with a range of media, including digital and social media</p> <p>Experience dealing at a strategic level with government bodies, regulators and authorities</p> <p>Proven record of dealing with communities and stakeholders</p>

Position	Competencies	Qualifications	Experience
	Excellent written, verbal and presentation skills		

Core Contractor employees

Position	Name	Competencies	Qualifications	Experience
D&D Director		<p>Advocacy of workforce safety as a key priority in the delivery of projects</p> <p>Leadership and overall management of major infrastructure projects</p> <p>Project management skills in all aspects of rail project delivery including procurement, design, construction, manufacturing, installation and commissioning</p> <p>Strong understanding and commitment to implementing rigorous safety management and control processes</p> <p>Strong commercial acumen and proven experience in contract management and negotiation techniques</p> <p>Ability to think and act strategically, with excellent analytical and problem solving skills</p> <p>Proficient in managing change</p>	<p>Tertiary qualifications - Degree in construction, engineering, project management, or a related discipline</p> <p>Professional Qualification</p>	<p>Minimum 20 - 25 years experience in successful delivery of major infrastructure projects</p> <p>Proven leader, managing multiple project teams within a large infrastructure project/programme</p> <p>Experienced in financial management of large, complex projects, including working within a PPP environment</p> <p>Practised and diplomatic communicator, able to manage stakeholders, client and used to working within alliances and joint venture</p>

Position	Name	Competencies	Qualifications	Experience
Chief Operating Officer		<p>Appreciates the value of ensuring that the Company culture places the customer at the centre of everything that is delivered in operations</p> <p>Understands the purpose of the Integrated Management Office in ensuring that Operational requirements are delivered in the delivery phase of the project</p> <p>Has strong relationship, influencing and negotiation skills</p> <p>Is able to act where operational issues are affecting delivery</p> <p>Understands the relationship between train performance and the abatement regime</p> <p>Highly effective problem solver</p> <p>Skilled and effective communicator, with highly developed media and stakeholder liaison experience</p>	<p>Educated to degree level</p> <p>Membership of Asset Management professional body (desirable)</p> <p>Membership of Railway Operators professional body (desirable)</p>	<p>An experienced and highly effective manager of large teams</p> <p>Practical experience in recovering train services during perturbation</p> <p>Knowledge and experience of all aspects of railway operations</p> <p>Frontline experience of dealing with customers and setting customer service standards and targets – preferably in a rail environment</p> <p>Previous experience of working in a performance regime, where KPI targets are required for service payments</p>
Infrastructure Director		<p>Understands the importance of workforce safety as a pre-requisite to successful project delivery</p> <p>Leadership and overall management skills appropriate to a major rail infrastructure project</p> <p>Project management skills in all aspects of project delivery including procurement,</p>	<p>Tertiary qualifications in construction, engineering, project management or a related discipline</p>	<p>Minimum 20 years experience in major civil construction projects</p> <p>Proven leader of large project teams, with a record of successful delivery</p> <p>Experienced in the financial management of large projects, especially PPP projects</p> <p>Practised and diplomatic communicator, able to</p>

Position	Name	Competencies	Qualifications	Experience
		<p>design, construction, manufacturing, installation and commissioning</p> <p>Proficiency in preparing and making high level presentations to senior client and management personnel</p> <p>Strong commercial acumen and proven experience in contract management and negotiation techniques</p>		<p>appreciate the value of community and stakeholder relationships</p> <p>Experience in delivering sustainability initiatives and appreciating environmental sensitivities during project construction</p>
Trains and Systems Director		<p>Leadership and overall management skills appropriate to a major rail infrastructure project</p> <p>Project management skills in all aspects of project delivery including procurement, design, construction, manufacturing, installation and commissioning</p> <p>Proficient at preparing and making high level presentations to senior client and management personnel</p> <p>Strong commercial acumen and proven experience in contract management and negotiation techniques</p> <p>Ability to think and act strategically, with excellent analytical and problem solving skills</p> <p>Proficient in the application and implementation of Value Engineering</p>	<p>Degree in electrical, mechanical, industrial or electronic engineering</p> <p>A business or management degree or commensurate experience</p>	<p>Minimum 10 to 15 years' experience in successful Project Management of Trains and systems projects</p> <p>Significant commercial management and client relationship experience on major Trains and systems projects</p> <p>Significant experience leading and motivating large project team, a combination of local and overseas parties / members on difficult projects</p>

Position	Name	Competencies	Qualifications	Experience
		techniques Proficient in managing change		
IMO Director		Leadership and overall management of design or systems teams on major rail projects Application of systems engineering, assurance and compliance techniques Detailed understanding of system integration for both greenfield and brownfield rail projects	Tertiary qualifications in electrical, mechanical or systems engineering, project management or a related discipline	Extensive experience at a senior level in the development, implementation, testing and commissioning of trains and rail systems on major greenfield and brownfield rail projects At least 15 years' experience in rail systems engineering and rail engineering design Extensive knowledge of rail safety assurance requirements Successful management of engineering teams on major rail projects Significant experience in the application of value management and value engineering techniques on rail projects Strategic planning in a rail project environment

Alstom Significant Contractor employees

Position	Competencies	Qualifications	Experience
Director for Train and CBTC	Knowledge Excellent demonstrated knowledge in the following activities: - Scope Management - Integration Management	Tertiary qualification - Bachelor degree Recommended: Advanced diploma in Project Management or similar	According to the category of project: Demonstrated successful experience in deliver a project in line with the Quality, Cost and Time objectives in

Position	Competencies	Qualifications	Experience
	<ul style="list-style-type: none"> - Time Management - Cost and finance Management - Risk, Saving and Opportunities Management - Quality Management - Team Management (including Competence Management, EHS Management, Performance Management) <p>Knowledge of the Engineering V-Cycle and important project engineering milestones and transverse activities</p> <p>Technical understanding of Trains and CBBTC engineering</p> <p><u>Skills</u></p> <ul style="list-style-type: none"> - Leadership - Communication skills - Negotiation skills - Estimation skills <p><u>Behaviour</u></p> <ul style="list-style-type: none"> - Trust Team Action - EHS Mindfulness - Ethics and Integrity - Operational effectiveness and accountability - Resilience - Driving improvement and change 		<p>a relevant industry (preferably Rail Industry) on a relevant activity (preferably Rolling Stock and/or signalling)</p> <p>Project Category for NWRL requires what Alstom Significant Contractor calls a "Master Project Manager": more than 10 years' experience</p>
Train Technical Manager (Train Project Engineering)	Knowledge Excellent demonstrated knowledge in the following activities:	Tertiary qualification - Engineering degree Recommended: Engineers Australia	8-10 years demonstrated successful experience in the delivery of engineering activities in a relevant

Position	Competencies	Qualifications	Experience
Manager)	<ul style="list-style-type: none"> - Requirement Management and tools - Specification Analysis - Verification and Validation Management - System / Sub-system design (Rolling Stock) - As a minimum, ability to read and interpret drawings - Understanding of Installation Design - Configuration and design change Management and tools - Knowledge of Reliability, Availability, Warranty - Understanding of transverse activities (EMC, Noise and Vibration, Earthing and Bonding etc...) - Understanding of Rolling stock principal and critical sub-systems (Bogies, Motors, Traction) - Knowledge of relevant Train types - Knowledge in Rolling Stock Standards (international and locals) - Team Management (including Competence Management, EHS Management, Performance Management) <p>Skills</p> <ul style="list-style-type: none"> - Problem-Solving - Team Work - Analytical Skills - Attention to details <p>Behaviour</p> <ul style="list-style-type: none"> - Trust Team Action - EHS Mindfulness 	Membership or similar	<p>industry (preferably Rail Industry) on a relevant activity (preferably Rolling Stock)</p> <p>Previous experience delivering a similar rolling stock project as lead engineer or at the least as deputy lead engineer</p>

Position	Competencies	Qualifications	Experience
	<ul style="list-style-type: none"> - Ethics and Integrity - Operational effectiveness and accountability - Resilience - Driving improvement and change - Innovativity 		
Train - Project Operations Manager	<p><u>Knowledge</u> Excellent demonstrated knowledge in the following activities:</p> <ul style="list-style-type: none"> - Deep knowledge of the EHS rules and best practices for the Rail Industry - Strong awareness of safety standards "Around the track" - Strong awareness of OHS construction standards - Knowledge of Rolling stock principal and critical sub-systems (Bogies, Motors, Traction) and software - Knowledge of relevant Train types - Knowledge in Rolling Stock Standards (international and locals) - Knowledge of Rolling Stock Manufacturing and Tests processes - Time management and progress measurement - Task allocation - Team Management (including Competence Management, EHS Management, Performance Management) <p><u>Skills</u> - Leadership</p>	<p>Tertiary qualification - Engineering degree (Mechanical and/or Electrical and Electronic degree)</p> <p>Recommended: - Engineers Australia Membership or similar - Valid "Around the track" + OHS construction inductions is a plus (otherwise inductions will have to be performed in the first weeks of employment)</p> <p>Electrician license is a plus</p>	<p>Minimum 5 years' experience in the Rail Industry in a relevant position (Rolling stock manufacturing and/or test activities preferably or construction, maintenance of Rolling Stock)</p> <p>Previous experience of leading large scale assembly, production management and/or quality management</p>

Position	Competencies	Qualifications	Experience
	<ul style="list-style-type: none"> - Communication skills - Fault finding and accurate reporting skills - Analytical skills - Attention to details <p><u>Behaviour</u></p> <ul style="list-style-type: none"> - EHS Mindfulness - Trust Team Action - Resilience - Operational Effectiveness and Accountability 		
Train and CBTC - Project Planning Manager	<p><u>Knowledge</u> Excellent demonstrated knowledge in the following activities:</p> <ul style="list-style-type: none"> - Scope Management - Integration Management - Time Management - Cost and finance Management - Risk, Saving and Opportunities Management - Quality Management - Team Management (including Competence Management, EHS Management, Performance Management) <p>Knowledge of the Engineering, Sourcing, Manufacturing and transverse activities</p> <p>Good understanding of Signalling and Train Systems engineering</p> <p><u>Skills</u></p> <ul style="list-style-type: none"> - Strong analysis capability 	<p>Tertiary qualification - Bachelor degree</p> <p>Recommended: Advanced diploma in Project Management or similar</p>	<p>According to the category of project:</p> <p>Demonstrated successful experience in deliver a project in line with the Quality, Cost and Time objectives in a relevant industry (preferably Rail Industry) on a relevant activity (preferably Signalling and/or Train Control Systems)</p>

Position	Competencies	Qualifications	Experience
	<ul style="list-style-type: none"> - Good communication skills - Team oriented with the ability to work independently - Sense of urgency - Excellent Primavera, Microsoft Office & MS Excel skills - Ability to multi-task <p><u>Behaviour</u></p> <ul style="list-style-type: none"> - Trust Team Action - EHS Mindfulness - Ethics and Integrity - Operational effectiveness and accountability - Resilience - Driving improvement and change - Leadership 		
CBTC Technical Manager (Signalling Project Engineering Manager)	<p><u>Knowledge</u> Excellent demonstrated knowledge in the following activities:</p> <ul style="list-style-type: none"> - Requirement Management and tools - Specification Analysis - Verification and Validation Management - System design (Signalling and Control Systems) - Data Design, Verification and Validation Management and tools -As a minimum, ability to read and interpret drawings - Understanding of Installation Design - Configuration and design change Management and tools 	Tertiary qualification - Engineering degree (preferably Electrical, Communication, IT or similar) <p>Recommended:</p> <ul style="list-style-type: none"> -Institution of Railway Signal Engineers or Engineers Australia Membership or Similar <p>- Valid "Around the track" induction is a plus (otherwise induction will have to be performed in the first weeks of employment)</p> <p>The following are a Plus:</p> <ul style="list-style-type: none"> - IRSE Design Licence - CRC post graduate dip Railway Signalling - Signalling trainings (eg, RailCorp signalling) 	8-10 years Demonstrated Successful experience in the delivery of engineering activities in a relevant industry (preferably Rail Industry) on a relevant activity (preferably Signalling and Control Systems)

Position	Competencies	Qualifications	Experience
	<ul style="list-style-type: none"> - Knowledge of Reliability, Availability, Warranty - Understanding of transverse activities (EMC, Noise and Vibration, Earthing and Bonding etc...) - Knowledge of Signalling and Control Systems, Technology, Standards (international and locals), Hardwares and COTS - Team Management (including Competence Management, EHS Management, Performance Management) <p><u>Skills</u></p> <ul style="list-style-type: none"> - Problem-Solving - Team Work - Analytical Skills - Attention to details <p><u>Behaviour</u></p> <ul style="list-style-type: none"> - Trust Team Action - EHS Mindfulness - Ethics and Integrity - Operational effectiveness and accountability - Resilience - Driving improvement and change - Innovativity 	<p>trainings)</p>	

Part B

Position	Competencies	Qualifications
Chief Executive Officer (SPV)	<p>Strong technical capabilities and understanding of construction process in complex infrastructure projects</p> <p>Excellent financial management skills including establishing and managing cost accountability in complex, large infrastructure projects, cost and budget management and financial reporting</p> <p>Excellent program management skills, including planning, reporting and risk management</p> <p>Proven skills, understanding and experience in managing industrial relations and OH&S environments, including regulatory frameworks, systems and key risks</p> <p>Well-developed knowledge of asset management and whole of life strategies</p> <p>Understanding Government processes for managing large infrastructure projects</p>	<p>Degree in construction management, engineering or business</p> <p>Qualification (eg diploma or advanced diploma) in project management (desirable)</p> <p>Leadership training</p> <p>APESMA member (desirable)</p>
Chief Operating Officer	<p>Appreciates the value of ensuring that the Company culture places the customer at the centre of everything that is delivered in operations</p> <p>Understands the purpose of the Integrated Management Office in ensuring that Operational requirements are delivered in the delivery phase of the project</p> <p>Has strong relationship, influencing and negotiation skills</p> <p>Is able to act where operational issues are affecting delivery</p> <p>Understands the relationship between train performance and the abatement regime</p> <p>Highly effective problem solver</p> <p>Skilled and effective communicator, with highly developed media and stakeholder liaison experience</p>	<p>Educated to degree level</p> <p>Membership of Asset Management professional body (desirable)</p> <p>Membership of Railway Operators professional body (desirable)</p>
Customer Advocate (SPV)	Effectively communicating a vision throughout an organisation	Proven ability to measurably improve customer

	<p>Developing evidence-based policies</p> <p>Using trend analysis to capture opportunities for customer service improvement</p> <p>Building rapport with client, customer and stakeholder interest groups</p> <p>Promoting teamwork and effectively operating in a high performance team</p> <p>Conveying information clearly and concisely</p> <p>Operating in a crisis effectively</p>	<p>satisfaction</p> <p>Senior executive experience in marketing</p>
General Manager - Customer Services	<p>Able to drive customer service in accordance with the Customer Service Plan</p> <p>Able to manage Network Operations, Station Staff, Security, Operational Safety and Training</p> <p>Expertise in customer services, preferably in a transportation or railway environment</p>	<p>A degree in business administration or transportation logistics or other disciplines</p> <p>Expertise in managing station and train operations of a rapid transit railway</p> <p>Expertise in hospitality industry or a customer focused role (desirable)</p>
Commercial and Finance Manager	<p>Expertise of financial control of business operation</p> <p>Fully conversant with the procurement and administration of material supply and services provision contracts</p> <p>Understanding key business drivers and the market place</p> <p>Focusing on strategic orientation and understands contributes to and aligns work/priorities to strategic business strategies</p> <p>Focusing on improvement and sets and works to meet stretching goals</p>	<p>Degree in accounting, project administration or commercial/contract law)</p> <p>Membership of a professional institution in finance or accountancy (Desirable)</p>
Asset Manager	<p>Expertise of railway asset management</p> <p>Expertise in financial analysis related to asset lifecycle decision making</p> <p>Disciplined approach to systems engineering and decision making</p> <p>Able to lead development, implementation and management of an asset management system</p> <p>Able to manage teams of maintenance staff, engineers and technical contracts for delivery of services by external suppliers</p>	<p>A degree in engineering</p> <p>Membership of a professional engineering or asset management institution</p>

SQE Manager	<p>Lead the establishment of safety policy and make recommendations to the Board, on safety management strategy on rail safety, work health and safety, system safety, and security</p> <p>Experience in promoting and endorsing management initiatives in promoting a safety-first just culture across the organisation</p> <p>Expertise in the management of safety, quality and environmental management systems, preferably in a railway environment</p> <p>Familiarity with legislative requirements for Workplace health and Safety and Rail Safety</p> <p>Disciplined approach to compliance</p> <p>Demonstrated leadership in promoting good practice through safety, quality and environmental practices</p>	A degree in engineering, science, environmental studies or other related disciplines
-------------	---	--

Schedule 8 — Requirements of Third Party Agreements

(Clause 9.20, 13.5 and 56.19(c))

1. No limitation on deed

Nothing in this Schedule 8 limits TfNSW's rights or affects OpCo's obligations under any clause of this deed.

2. WAD

(a) OpCo:

- (i) acknowledges that TfNSW has entered into the WAD; and
- (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the WAD as if it were named as TfNSW in the WAD so as to ensure that TfNSW is able to fully meet its obligations under the WAD or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any conditions, obligations or requirements allocated to OpCo in this clause 2 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(ii)A of Schedule 8;
- (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the table below;
- (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the WAD which are allocated to OpCo in this clause 2 of Schedule 8 unless agreed by TfNSW in writing; and
- (v) must not make any amendments to the Design Documentation pursuant to clause 12.6(c) of the WAD without first consulting with TfNSW and obtaining TfNSW's prior written consent to any such amendments.

(b) OpCo acknowledges that:

- (i) the WAD provides a process for the WAD Road Works to be designed and constructed;
- (ii) it is not obliged to design and construct the WAD Road Works unless this deed requires it to design and construct such works;

- (iii) if it does elect to design and construct any of the WAD Road Works, it must do so in accordance with the requirements of the WAD, this clause 2 of Schedule 8 and this deed;
- (iv) if it proposes to design and construct any other works on the surface of a road (other than the WAD Road Works):
 - A. it must obtain any necessary Approvals and liaise with the relevant Authority in relation to those works; and
 - B. TfNSW will not be liable upon any Claim (insofar as is permitted by law) by OpCo arising out of or in any way in connection with:
 - 1) identifying and obtaining access to any Extra Land required for such works; or
 - 2) any delay, additional costs or other effects on OpCo's Activities related to the ability of OpCo or its OpCo's Contractors to obtain access to such Extra Land or obtain any necessary Approvals.
- (c) Where the WAD provides that:
 - (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,

do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the WAD provides for TfNSW to provide a document, notice or information to RMS, OpCo:
 - (i) must provide that document, notice or information directly to RMS and must provide a copy to TfNSW; and
 - (ii) is not required to provide to RMS any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to RMS under the WAD; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (e) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the WAD or other requirements of RMS;
 - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to RMS under the WAD or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the WAD.

- (f) Whenever, pursuant to the terms of the WAD, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the WAD then, subject to what is provided in this clause 2 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the WAD in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (g) OpCo acknowledges that to the extent that the WAD contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the WAD were set out fully in this deed.
- (h) Nothing in the WAD or this clause 2 of Schedule 8 limits TfNSW's rights or OpCo's obligations in relation to First Passenger Service or Completion or the rectification of Defects under this deed.
- (i) OpCo must indemnify TfNSW from and against any claim by RMS against TfNSW or any liability of TfNSW to RMS arising out of or in any way in connection with a WAD to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with, OpCo's Activities:
 - (i) provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the liability or claim; and
 - (ii) except to the extent it is limited in this clause 2 of Schedule 8 (including clause 2(j) of Schedule 8).
- (j) OpCo will:
 - (i) only be liable to TfNSW for any liability arising out of clauses 17.3(d) or 26 of the WAD:
 - A. to the extent that TfNSW incurs a liability to RMS arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, OpCo or its Associates; or
 - B. where OpCo would otherwise be liable to TfNSW pursuant to a provision of this deed in respect of the matter; and
 - (ii) not be liable to TfNSW for any liability arising out of clause 27.2 of the WAD to the extent any claims or Losses for which TfNSW may be liable:
 - A. relate to the deterioration of roads other than the roads identified in Attachment 2 to Annexure G to the WAD; or
 - B. are in respect of Consequential Loss incurred by:
 - 1) a third party service provider to RMS;
 - 2) a roadway or busway operator; or

- 3) operators of RMS tolled roads and the North-West Transitway,

unless OpCo would otherwise be liable to TfNSW for any such claim or Loss pursuant to a provision of this deed.

- (k) Subject to clause 9.20 of the Operative Provisions, OpCo:
- (i) bears the full risk of:
 - A. complying with the obligations under this clause 2 of Schedule 8; and
 - B. any acts or omissions of RMS or its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 2(k)(i) of Schedule 8; or
 - B. any acts or omissions of RMS or its employees, agents, contractors or officers.

Clause	Extent of TfNSW's responsibility for clause specified
3	All
4.2	All
4.3	TfNSW will be responsible for the obligation in clause 4.3 of the WAD, except that OpCo must provide any information TfNSW requires for provision to RMS in accordance with clause 4.3(b) of the WAD.
5.1	All
5.2 (a), (b) and (c)	All
7.2(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
8.2	TfNSW's obligations under this clause are limited to the extent that TfNSW retains responsibility for obligations under the WAD as specified in this clause 2 of Schedule 8
13.1(a)(iii)	To the extent any direction given by RMS constitutes a Modification.
13.3(a)	TfNSW's obligations under this clause are limited to obtaining, and providing evidence of currency of, those insurances that it is required to effect in accordance with clause 38.1 of the Operative Provisions.
13.3(b)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.

Clause	Extent of TfNSW's responsibility for clause specified
16.11	All
17.1(b)	All
19.3	All
21.4	All
25	TfNSW's obligations under this clause are limited to effecting, and providing proof of currency of the insurances required to be effected under clause 38.1 of the Operative Provisions.
28	Without limiting clause 16 of Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
29	All
30.5	All
31	All
34.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 2 of Schedule 8.
36.2	All

- (l) TfNSW confirms, for the benefit of OpCo, that TfNSW has not been notified by RMS of any future road widening developments as at the date of this deed which may have an impact on OpCo's Activities other than such developments which are contemplated under the WAD.

3. Council Interface Agreements

- (a) OpCo acknowledges that TfNSW has entered into an agreement with:
- (i) The Hills Shire Council (**Hills Council**) entitled "North West Rail Link: Operations, Trains and Systems (OTS) Interface Agreement" and dated 3 September 2014 (**Hills Council OTS Interface Agreement**);
 - (ii) Hornsby Shire Council (**Hornsby Council**) entitled "North West Rail Link: Operations, Trains and Systems (OTS) Interface Agreement" and dated 2 September 2014 (**Hornsby Council OTS Interface Agreement**); and
 - (iii) Blacktown City Council (**Blacktown Council**) entitled "North West Rail Link: Operations, Trains and Systems (OTS) Interface Agreement" and dated 10 September 2014 (**Blacktown Council OTS Interface Agreement**),

together referred to in this clause 3 of Schedule 8 as the **Council Interface Agreements** and each is a **Council Interface Agreement**.

- (b) In this clause 3 of Schedule 8, a reference to the **Council** is a reference to the relevant Council that is party to a Council Interface Agreement.
- (c) OpCo:
 - (i) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Council Interface Agreement as if it were named as TfNSW in that Council Interface Agreement so as to ensure that TfNSW is able to fully meet its obligations under each Council Interface Agreement or otherwise at law except to the extent that the relevant table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 3 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 3(c)(i)A of Schedule 8; and
 - (ii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in each table below; and
 - (iii) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under any Council Interface Agreement which are allocated to OpCo in this clause 3 of Schedule 8 unless agreed by TfNSW in writing, such consent not to be unreasonably withheld or delayed.
- (d) Where a Council Interface Agreement provides that:
 - (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,

do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with that obligation.
- (e) Where a Council Interface Agreement provides for TfNSW to provide a document, notice or information to the Council:
 - (i) subject to paragraphs (ii) and (iii), OpCo must provide that document, notice or information directly to the Council and must provide a copy to TfNSW; and

- (ii) in the case of the Subdivision Documents (as defined in the relevant Council Interface Agreement), OpCo must:
 - A. not provide any Subdivision Documents directly to the Council; and
 - B. provide the Subdivision Documents to TfNSW within a reasonable time sufficient for TfNSW to review and comment on the Subdivision Documents and provide it to the Council within the time period required by that Council Interface Agreement; and
- (iii) OpCo is not required to provide to a Council any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to the Council under the Council Interface Agreement; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of each Council Interface Agreement or other requirements of the Council;
 - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to the Council under a Council Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Council Interface Agreement.
- (g) Whenever, pursuant to the terms of a Council Interface Agreement, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Council under any clause of a Council Interface Agreement then, subject to what is provided in this clause 3 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under each Council Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo acknowledges that to the extent that each Council Interface Agreement contains a provision pursuant to which the Council is stated to make no representation as to a state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of each Council Interface Agreement were set out fully in this deed.
- (i) Nothing in any Council Interface Agreement or this clause 3 of Schedule 8 limits TfNSW's rights or OpCo's obligations in relation to First Passenger Service or Completion or the rectification of Defects under this deed.
- (j) OpCo must indemnify TfNSW from and against any claim by the Council against TfNSW or any liability of TfNSW to the Council arising out of or in any way in

connection with a Council Interface Agreement to the extent that the claim or liability is caused by, or arises out of, or in any way in connection with, OpCo's Activities provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.

- (k) Subject to clause 9.20 of the Operative Provisions, OpCo:
- (i) bears the full risk of:
 - A. complying with the obligations under this clause 3 of Schedule 8; and
 - B. any acts or omissions of the Council or its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 3(k)(i) of Schedule 8; or
 - B. any acts or omissions of the Council or its employees, agents, contractors or officers.
- (l) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the relevant Council Interface Agreement.

Hills Council OTS Interface Agreement

Clause	Extent of TfNSW's responsibility for clause specified
2.1(b)(v)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
4.1	All
4.2 (a), (b) and (e)	All
8.5(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
11.2	TfNSW will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with consideration or negotiation of changes to the Draft Plan of Subdivision and Draft Section 88B Instrument under this clause.
11.3(b)(ii)	TfNSW will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with consideration or negotiation of changes to the Maintained Asset Easement Site under this clause.
11.5(b), (c)	TfNSW will be responsible for complying with all of the obligations under

Clause	Extent of TfNSW's responsibility for clause specified
and (d)	this clause, except that OpCo must provide all assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with ensuring registration of the Subdivision Documents, including responding to requisitions raised by the LPI.
12.4(c)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
12.4(d)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
12.4(e)	All
14	Without limiting clause 16 of this Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
16.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 3 of Schedule 8.

Hornsby Council OTS Interface Agreement

Clause	Extent of TfNSW's responsibility for clause specified
2.1(b)(v)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
4.1	All
4.2 (a), (b) and (e)	All
8.4(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
11.2	TfNSW will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with consideration or negotiation of changes to the Draft Plan of Subdivision and Draft Section 88B Instrument under this clause.
11.3(b)(ii)	TfNSW will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with consideration or negotiation of changes to the

Clause	Extent of TfNSW's responsibility for clause specified
	Maintained Asset Easement Site under this clause.
11.5(b), (c) and (d)	TfNSW will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with ensuring registration of the Subdivision Documents, including responding to requisitions raised by the LPI.
12.4(c)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
12.4(d)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
12.4(e)	All
13	Without limiting clause 16 of this Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
15.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 3 of Schedule 8.

Blacktown Council OTS Interface Agreement

Clause	Extent of TfNSW's responsibility for clause specified
2.1(b)(v)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
4.1	All
4.2 (a), (b) and (e)	All
9.3(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
12.2	TfNSW will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with consideration or negotiation of changes to the Draft Plan of Subdivision and Draft Section 88B Instrument under this clause.
12.3(b)(ii)	TfNSW will be responsible for complying with all of the obligations under

Clause	Extent of TfNSW's responsibility for clause specified
	this clause, except that OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with consideration or negotiation of changes to the Maintained Asset Easement Site under this clause.
12.5(b), (c) and (d)	TfNSW will be responsible for complying with all of the obligations under this clause, except that OpCo must provide all assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with ensuring registration of the Subdivision Documents, including responding to requisitions raised by the LPI.
13.4(c)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
13.4(d)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
13.4(e)	All
15	Without limiting clause 16 of this Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
17.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 3 of Schedule 8.

4. Not used

5. Not used

6. Not used

7. Not used

8. Corporation Sole Construction Lease

(a) Subject to clause 8(d) of Schedule 8, the obligations of OpCo in this clause 8 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:

- (i) the Site Access Expiry Date relevant to that area; or
- (ii) if no Site Access Expiry Date is specified, the Date of Completion.

(b) OpCo:

- (i) acknowledges that TfNSW has entered into a Construction Lease with the Minister administering the *Environmental Planning and Assessment Act 1979*, as a Corporation Sole (**Corporation Sole**), in respect of Lot 140 in DP 1121172, Lots 13, 14, 15, 16, 17, 18, 19, 20 and 21 in DP 1184373, Lots 8, 9, 10, 11, 12 and 13 in DP 1184376, Lot 11 in DP 1063682, Lot 1 in DP 1066762, Lot 30 in DP 1071715, Lots 4, 5, 6, 7, 8 and 9 in DP 1031575 and Lots 2 and 3 in DP 1184385 (**CS Lease**);
- (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the CS Lease as if it were named as TfNSW in the CS Lease so as to ensure that TfNSW is able to fully meet its obligations under the CS Lease or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 8 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 8(b)(ii)A of Schedule 8;
- (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the tables below; and
- (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the CS Lease which are allocated to OpCo in this clause 8 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clauses 9.2(a) or 13.3 of the CS Lease, such consent is not to be unreasonably withheld or delayed).
- (c) Where the CS Lease provides that:
 - (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,

do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the CS Lease provides for TfNSW to:
 - (i) carry out works or rectify damage; or
 - (ii) return the land in a particular condition at,

the end of the term of the CS Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 8 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 8(a) of Schedule 8.

- (e) Where the CS Lease provides for TfNSW to provide a document, notice or information to the Corporation Sole:
 - (i) OpCo must not provide any such document, notice or information directly to the Corporation Sole;
 - (ii) subject to clause 8(e)(iii) of Schedule 8, OpCo must provide to TfNSW any document, notice or information required to be provided to the Corporation Sole under the CS Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to the Corporation Sole within the time period required by the CS Lease; and
 - (iii) OpCo is not required to provide to TfNSW any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to the Corporation Sole under the CS Lease; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the CS Lease or other requirements of the Corporation Sole;
 - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to the Corporation Sole under the CS Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the CS Lease.
- (g) Whenever, pursuant to the terms of the CS Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Corporation Sole under any clause of the CS Lease then, subject to what is provided in this clause 8 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgment or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the CS Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo acknowledges that to the extent that the CS Lease contains a provision pursuant to which the Corporation Sole is stated to make no representation as to a state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the CS Lease were set out fully in this deed.
- (i) OpCo must indemnify TfNSW from and against any claim by the Corporation Sole against TfNSW or any liability of TfNSW to the Corporation Sole arising out of or in any way in connection with the CS Lease to the extent that the claim or liability is

caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.

- (j) Subject to clause 9.20 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - A. complying with the obligations under this clause 8 of Schedule 8; and
 - B. any acts or omissions of the Corporation Sole and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 8(j)(i) of Schedule 8; or
 - B. any acts or omissions of the Corporation Sole or its employees, agents, contractors or officers.
- (k) If TfNSW acquires the land which is the subject of the CS Lease, with effect from the date of acquisition:
 - (i) this clause 8 of Schedule 8 will have no further effect;
 - (ii) Exhibit 13 is amended by deleting the CS Lease; and
 - (iii) each reference to clause 8 of Schedule 8 in the "Site Access Restrictions" specified in Part 3 of the Site Access Schedule (and the reference to the parcel or parcels of land to which it applies) is deleted.
- (l) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the CS Lease.

Clause	Extent of TfNSW's responsibility for clause specified
2(a)	TfNSW will retain all of the obligations under this clause except to the extent that they include the obligations set out in clause 2(b) of the CS Lease.
3	All
4.1(c)(ii)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
4.4(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
7.2(b)(i) - 7.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clause 7.2(b)(i) and 7.2(b)(ii) of the CS Lease.
8.3	TfNSW's obligations under this clause are limited to signing the plans and documents and providing the consents referred to in clause 8.3 of the CS

Clause	Extent of TfNSW's responsibility for clause specified
	Lease.
9.3(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
10.2	All
10.3	All
11.3(a)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
11.3(b)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
11.4(b)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
12(a)	All.
14.5	<p>TfNSW will be responsible for all of the obligations under this clause, except to the extent set out below:</p> <p>under clause 14.5(g)(i) of the CS Lease, TfNSW will only be responsible for complying with the obligations under the CS Lease that it retains pursuant to this Schedule 8; and</p> <p>OpCo must comply with the obligations set out in clause 14.5(g)(ii) of the CS Lease.</p>
15	Without limiting clause 16 of Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
16.7(a)	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this Schedule 8.
16.7(b)	TfNSW will be responsible for the payment of the costs, duties, fees or other expenses described in this clause, except to the extent that any of the costs, duties, fees or other expenses arise out of or are connected with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by OpCo or its Associates.
16.9	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 8 of Schedule 8.

Clause	Extent of TfNSW's responsibility for clause specified
16.15	TfNSW's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the CS Lease, and performing the obligations under the CS Lease that it retains pursuant to this clause 8 of Schedule 8.

9. State of NSW Construction Lease

- (a) Subject to clause 9(d) of Schedule 8, the obligations of OpCo in this clause 9 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:
- (i) the Site Access Expiry Date relevant to that area; or
 - (ii) if no Site Access Expiry Date is specified, the Date of Completion.
- (b) OpCo:
- (i) acknowledges that:
 - A. TfNSW has acquired a Construction Lease from the State of New South Wales (**State**) of part of Lots 9 and 10 in DP 842090 and part of Lot 80 in DP 1086920; and
 - B. TfNSW proposes to acquire a Construction Lease from the State of a further part of Lot 80 in DP 1086920,

on the terms of Dealing Instrument A1129719B registered with NSW Land and Property Information (together, the **State Lease**);
 - (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the State Lease as if it were named as TfNSW in the State Lease so as to ensure that TfNSW is able to fully meet its obligations under the State Lease or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 9 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 9(b)(ii)A of Schedule 8;

- (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the table below; and
 - (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the State Lease which are allocated to OpCo in this clause 9 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clause 7.3(a) of the State Lease, such consent is not to be unreasonably withheld or delayed).
- (c) Where the State Lease provides that:
- (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,
- do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the State Lease provides for TfNSW to:
- (i) carry out works or rectify damage before; or
 - (ii) return the land in a particular condition at,
- the end of the term of the State Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 9 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 9(a) of Schedule 8.
- (e) Where the State Lease provides for TfNSW to provide a document, notice or information to the State:
- (i) OpCo must not provide any such document, notice or information directly to the State;
 - (ii) subject to clause 9(e)(iii) of Schedule 8, OpCo must provide to TfNSW any document, notice or information required to be provided to the State under the State Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to the State within the time period required by the State Lease; and
 - (iii) OpCo is not required to provide to TfNSW any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to the State under the State Lease; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
- (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the State Lease or other requirements of the State;

- (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to the State under the State Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the State Lease.
- (g) Whenever, pursuant to the terms of the State Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the State under any clause of the State Lease then, subject to what is provided in this clause 9 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the State Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo must indemnify TfNSW from and against any claim by the State against TfNSW or any liability of TfNSW to the State arising out of or in any way in connection with the State Lease to the extent that the claim or liability is caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.
- (i) Subject to clause 9.20 of the Operative Provisions, OpCo:
- (i) bears the full risk of:
 - A. complying with the obligations under this clause 9 of Schedule 8; and
 - B. any acts or omissions of the State and its employees, agents, contractors or officers to the extent it relates to this particular State Lease; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 9(i)(i) of Schedule 8; or
 - B. any acts or omissions of the State or its employees, agents, contractors or officers to the extent it relates to this particular State Lease.
- (j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the State Lease.

Clause	Extent of TfNSW's responsibility for clause specified
3.2(b)(i) - 3.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clauses 3.2(b)(i) and 3.2(b)(ii) of the State Lease.
6(a)	All
8	All

Clause	Extent of TfNSW's responsibility for clause specified
Alternative Schedule B, section 1(a)	All

10. RMS Cheltenham Construction Lease

- (a) Subject to clause 10(d) of Schedule 8, the obligations of OpCo in this clause 10 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:
- (i) the Site Access Expiry Date relevant to that area; or
 - (ii) if no Site Access Expiry Date is specified, the Date of Completion.
- (b) OpCo:
- (i) acknowledges that TfNSW has entered into a Construction Lease with RMS in respect of Lots 2, 3 and 4 in DP 871807 and part of Lot 1 in DP 871807 (**RMS Cheltenham Lease**);
 - (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the RMS Cheltenham Lease as if it were named as TfNSW in the RMS Cheltenham Lease so as to ensure that TfNSW is able to fully meet its obligations under the RMS Cheltenham Lease or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 10 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 10(b)(ii)A of Schedule 8;
 - (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the table below; and
 - (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the RMS Cheltenham Lease which are allocated to OpCo in this clause 10 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clauses 7.2 or 11.3(a) of the RMS Cheltenham Lease, such consent is not to be unreasonably withheld or delayed).

- (c) Where the RMS Cheltenham Lease provides that:
- (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,
- do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the RMS Cheltenham Lease provides for TfNSW to:
- (i) carry out works or rectify damage before; or
 - (ii) return the land in a particular condition at,
- the end of the term of the RMS Cheltenham Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 10 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 10(a) of Schedule 8.
- (e) Where the RMS Cheltenham Lease provides for TfNSW to provide a document, notice or information to RMS:
- (i) subject to paragraphs (ii) and (iii), OpCo must provide that document, notice or information directly to RMS and must provide a copy to TfNSW;
 - (ii) in the case of evidence provided pursuant to clause 9.2(b) of the RMS Cheltenham Lease and any documents provided pursuant to clause 14.8 of the RMS Cheltenham Lease:
 - A. OpCo must not provide any such document, notice or information directly to RMS; and
 - B. OpCo must provide to TfNSW any document, notice or information required to be provided to RMS under the RMS Cheltenham Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to RMS within the time period required by the RMS Cheltenham Lease; and
 - (iii) OpCo is not required to provide to RMS any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to RMS under the RMS Cheltenham Lease; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
- (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the RMS Cheltenham Lease or other requirements of RMS;

- (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to RMS under the RMS Cheltenham Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the RMS Cheltenham Lease.
- (g) Whenever, pursuant to the terms of the RMS Cheltenham Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the RMS Cheltenham Lease then, subject to what is provided in this clause 10 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgment or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the RMS Cheltenham Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo acknowledges that to the extent that the RMS Cheltenham Lease contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the RMS Cheltenham Lease were set out fully in this deed.
- (i) OpCo must indemnify TfNSW from and against any claim by RMS against TfNSW or any liability of TfNSW to RMS arising out of or in any way in connection with the RMS Cheltenham Lease to the extent that the claim or liability is caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.
- (j) Subject to clause 9.20 of the Operative Provisions, OpCo:
- (i) bears the full risk of:
 - A. complying with the obligations under this clause 10 of Schedule 8; and
 - B. any acts or omissions of RMS and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 10(j)(i) of Schedule 8; or
 - B. any acts or omissions of RMS or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the RMS Cheltenham Lease.

Clause	Extent of TfNSW's responsibility for clause specified
3	All

Clause	Extent of TfNSW's responsibility for clause specified
4.4	All
5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clause 5.2(b)(i) and 5.2(b)(ii) of the RMS Cheltenham Lease.
7.3(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
8.2	All
8.3	All
9.2(a)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
9.2(b)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
10(a) and 10(b)(ii)	All
12.2	All
13	Without limiting clause 16 of Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
14.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 10 of Schedule 8.
14.8	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 10 of Schedule 8.
14.14(a)	TfNSW's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the RMS Cheltenham Lease, and performing the obligations under the RMS Cheltenham Lease that it retains pursuant to this clause 10 of Schedule 8.
14.14(b)	All

11. Hornsby Shire Council Construction Lease

- (a) Subject to paragraph 11(d) of Schedule 8, the obligations of OpCo in this clause 11 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:

- (i) the Site Access Expiry Date relevant to that area; or
 - (ii) if no Site Access Expiry Date is specified, the Date of Completion.
- (b) OpCo:
- (i) acknowledges that TfNSW has acquired a Construction Lease from Hornsby Shire Council (**Hornsby Council**) on the terms of Dealing Instrument AI129719B registered with NSW Land and Property Information for Lot 11 in DP 842090 (**Hornsby Council Lease**);
 - (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Hornsby Council Lease as if it were named as TfNSW in the Hornsby Council Lease so as to ensure that TfNSW is able to fully meet its obligations under the Hornsby Council Lease or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 11 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 11(b)(ii)A of Schedule 8;
 - (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the table below; and
 - (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the Hornsby Council Lease which are allocated to OpCo in this clause 11 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clause 7.3(a) of the Hornsby Council Lease, such consent is not to be unreasonably withheld or delayed).
- (c) Where the Hornsby Council Lease provides that:
- (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,
- do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the Hornsby Council Lease provides for TfNSW to:
- (i) carry out works or rectify damage before; or

(ii) return the land in a particular condition at,

the end of the term of the Hornsby Council Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 11 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 11(a) of Schedule 8.

(e) Where the Hornsby Council Lease provides for TfNSW to provide a document, notice or information to Hornsby Council:

(i) OpCo must not provide any such document, notice or information directly to Hornsby Council;

(ii) subject to clause 11(e)(iii) of Schedule 8, OpCo must provide to TfNSW any document, notice or information required to be provided to Hornsby Council under the Hornsby Council Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to Hornsby Council within the time period required by the Hornsby Council Lease; and

(iii) OpCo is not required to provide to TfNSW any document, notice or information:

A. which TfNSW may elect at its discretion to provide to Hornsby Council under the Hornsby Council Lease; or

B. responsibility for which TfNSW has retained pursuant to the table below.

(f) OpCo must, in carrying out OpCo's Activities:

(i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the Hornsby Council Lease or other requirements of Hornsby Council;

(ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to Hornsby Council under the Hornsby Council Lease or otherwise at law; and

(iii) otherwise act consistently with the terms of the Hornsby Council Lease.

(g) Whenever, pursuant to the terms of the Hornsby Council Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to Hornsby Council under any clause of the Hornsby Council Lease then, subject to what is provided in this clause 11 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the Hornsby Council Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(h) OpCo must indemnify TfNSW from and against any claim by Hornsby Council against TfNSW or any liability of TfNSW to Hornsby Council arising out of or in any way in connection with the Hornsby Council Lease to the extent that the claim or liability is caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be

reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.

- (i) Subject to clause 9.20 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - A. complying with the obligations under this clause 11 of Schedule 8; and
 - B. any acts or omissions of Hornsby Council and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 11(i)(i) of Schedule 8; or
 - B. any acts or omissions of Hornsby Council or its employees, agents, contractors or officers.
- (j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Hornsby Council Lease.

Clause	Extent of TfNSW's responsibility for clause specified
3.2(b)(i) - 3.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clauses 3.2(b)(i) and 3.2(b)(ii) of the Hornsby Council Lease.
6(a)	All
8	All
Alternative Schedule B, section 1(a)	All

12. Crown Construction Lease

- (a) Subject to clause 12(d) of Schedule 8, the obligations of OpCo in this clause 12 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:
 - (i) the Site Access Expiry Date relevant to that area; or
 - (ii) if no Site Access Expiry Date is specified, the Date of Completion.
- (b) OpCo:
 - (i) acknowledges that TfNSW has acquired a Construction Lease from State of NSW (**Crown**) on the terms of Dealing Instrument A1129719B registered with NSW Land and Property Information for part of Murray Road (**Crown Lease**);

- (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Crown Lease as if it were named as TfNSW in the Crown Lease so as to ensure that TfNSW is able to fully meet its obligations under the Crown Lease or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 12 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 12(b)(ii)A of Schedule 8;
- (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the tables below; and
- (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the Crown Lease which are allocated to OpCo in this clause 12 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clause 7.3(a) of the Crown Lease, such consent is not to be unreasonably withheld or delayed).
- (c) Where the Crown Lease provides that:
 - (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,

do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the Crown Lease provides for TfNSW to:
 - (i) carry out works or rectify damage before; or
 - (ii) return the land in a particular condition at,

the end of the term of the Crown Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 12 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 12(a) of Schedule 8.
- (e) Where the Crown Lease provides for TfNSW to provide a document, notice or information to the Crown:

- (i) OpCo must not provide any such document, notice or information directly to the Crown;
- (ii) subject to clause 12(e)(iii) of Schedule 8, OpCo must provide to TfNSW any document, notice or information required to be provided to the Crown under the Crown Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to the Crown within the time period required by the Crown Lease; and
- (iii) OpCo is not required to provide to TfNSW any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to the Crown under the Crown Lease; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the Crown Lease or other requirements of the Crown;
 - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to the Crown under the Crown Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Crown Lease.
- (g) Whenever, pursuant to the terms of the Crown Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Crown under any clause of the Crown Lease then, subject to what is provided in this clause 12 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgment or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgment, release or warranty, indemnity, or covenant made or given by TfNSW under the Crown Lease in the same way as if the relevant terms of the acknowledgment, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo must indemnify TfNSW from and against any claim by the Crown against TfNSW or any liability of TfNSW to the Crown arising out of or in any way in connection with the Crown Lease to the extent that the claim or liability is caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.
- (i) Subject to clause 9.20 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:
 - A. complying with the obligations under this clause 12 of Schedule 8; and

- B. any acts or omissions of the Crown and its employees, agents, contractors or officers to the extent it relates to this particular Crown Lease; and
- (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
- A. the risks referred to in clause 12(i)(i) of Schedule 8; or
 - B. any acts or omissions of the Crown or its employees, agents, contractors or officers.
- (j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Crown Lease.

Clause	Extent of TfNSW's responsibility for clause specified
3.2(b)(i) - 3.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clauses 3.2(b)(i) and 3.2(b)(ii) of the Crown Lease.
6(a)	All
8	All
Alternative Schedule B, section 1(a)	All

13. Sydney Water Construction Lease

- (a) Subject to clause 13(d) of Schedule 8, the obligations of OpCo in this clause 13 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:
- (i) the Site Access Expiry Date relevant to that area; or
 - (ii) if no Site Access Expiry Date is specified, the Date of Completion.
- (b) OpCo:
- (i) acknowledges that TfNSW has entered into a Construction Lease with Sydney Water Corporation (**Sydney Water**) in respect of part of Lot 1 in DP 1067762 and part of Lots 2 and 3 in DP1031575 (**Sydney Water Lease**);
 - (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Water Lease as if it were named as TfNSW in the Sydney Water Lease so as to ensure that TfNSW is able to fully meet its obligations under the Sydney Water Lease or otherwise at law except to the extent that the table below:

- 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
- B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 13 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 13(b)(ii)A of Schedule 8; and
- (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the table below; and
 - (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the Sydney Water Lease which are allocated to OpCo in this clause 13 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clauses 7.3(a)(ii) or 11(a) of the Sydney Water Lease, such consent is not to be unreasonably withheld or delayed).
- (c) Where the Sydney Water Lease provides that:
- (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,
- do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the Sydney Water Lease provides for TfNSW to:
- (i) carry out works or rectify damage before; or
 - (ii) return the land in a particular condition at,
- the end of the term of the Sydney Water Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 13 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 13(a) of Schedule 8.
- (e) Where the Sydney Water Lease provides for TfNSW to provide a document, notice or information to Sydney Water:
- (i) under clause 5.4, 6(d), 7.3(a)(i) or 7.4(e) of the Sydney Water Lease, OpCo must provide that document, notice or information directly to Sydney Water and must provide a copy to TfNSW; and
 - (ii) otherwise:
 - A. OpCo must not provide any such document, notice or information directly to Sydney Water; and

- B. subject to clause 13(e)(iii) of Schedule 8, OpCo must provide to TfNSW any document, notice or information required to be provided to Sydney Water under the Sydney Water Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to Sydney Water within the time period required by the Sydney Water Lease; and
- (iii) OpCo is not required to provide to TfNSW any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to Sydney Water under the Sydney Water Lease; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the Sydney Water Lease or other requirements of Sydney Water;
 - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to Sydney Water under the Sydney Water Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Water Lease.
- (g) Whenever, pursuant to the terms of the Sydney Water Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the Sydney Water Lease then, subject to what is provided in this clause 13 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the Sydney Water Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo acknowledges that to the extent that the Sydney Water Lease contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Sydney Water Lease were set out fully in this deed.
- (i) OpCo must indemnify TfNSW from and against any claim by Sydney Water against TfNSW or any liability of TfNSW to Sydney Water arising out of or in any way in connection with the Sydney Water Lease to the extent that the claim or liability is caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.
- (j) Subject to clause 9.20 of the Operative Provisions, OpCo:
 - (i) bears the full risk of:

- A. complying with the obligations under this clause 13 of Schedule 8; and
 - B. any acts or omissions of Sydney Water and its employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
- A. the risks referred to in clause 13(j)(i) of Schedule 8; or
 - B. any acts or omissions of Sydney Water or its employees, agents, contractors or officers.

(k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Sydney Water Lease.

Clause	Extent of TfNSW's responsibility for clause specified
2.1(a) to 2.1(b)	All
3	All
4.3	TfNSW's obligations under this clause are limited to those noted at Schedule 2 below.
5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clause 5.2(b)(i) and 5.2(b)(ii) of the Sydney Water Lease.
7.4(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
8.2	All
8.3	All
9.3	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
9.4	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
9.5	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
10(a)	All
10(b)(iv)	All
12.2(a) and 12.2(d)	All
12.3(a) and 12.3(b)	All

Clause	Extent of TfNSW's responsibility for clause specified
13	Without limiting clause 16 of Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
14.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 13 of Schedule 8.
14.8	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 13 of Schedule 8.
14.14(a)	TfNSW's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the Sydney Water Lease, and performing the obligations under the Sydney Water Lease that it retains pursuant to this clause 13 of Schedule 8.
14.14(b)	All
14.14(c)	All
14.14(d)	TfNSW's obligations under this clause are limited to the payment of costs in connection with or arising out of the obligations under the Sydney Water Lease that TfNSW retains pursuant to this clause 13 of Schedule 8.
Schedule 2, clause 2	TfNSW will be responsible for complying with all of the obligations under this clause, except to the extent that OpCo carries out any Works (as defined in the Sydney Water Lease) on the Land (as defined in the Sydney Water Lease).

14. Rouse Hill Town Centre Construction Lease

- (a) Subject to clause 14(d) of Schedule 8, the obligations of OpCo in this clause 14 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:
- (i) the Site Access Expiry Date relevant to that area; or
 - (ii) if no Site Access Expiry Date is specified, the Date of Completion.
- (b) OpCo:
- (i) acknowledges that TfNSW has entered into a Construction Lease with the Minister administering the *Environmental Planning and Assessment Act 1979*, as a Corporation Sole (**Corporation Sole**), in respect of part of Lot 312 in DP 1107129 (**Rouse Hill Lease**);
 - (ii) must, in performing OpCo's Activities:

- A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Rouse Hill Lease as if it were named as TfNSW in the Rouse Hill Lease so as to ensure that TfNSW is able to fully meet its obligations under the Rouse Hill Lease or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
- B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 14 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 14(b)(ii)A of Schedule 8;
 - (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the table below; and
 - (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the Rouse Hill Lease which are allocated to OpCo in this clause 14 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clauses 7.2(a) or 11.3(a) of the Rouse Hill Lease, such consent is not to be unreasonably withheld or delayed).
- (c) Where the Rouse Hill Lease provides that:
 - (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,

do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the Rouse Hill Lease provides for TfNSW to:
 - (i) carry out works or rectify damage before; or
 - (ii) return the land in a particular condition at,

the end of the term of the Rouse Hill Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 14 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 14(a) of Schedule 8.
- (e) Where the Rouse Hill Lease provides for TfNSW to provide a document, notice or information to the Corporation Sole:
 - (i) subject to paragraphs (ii) and (iii), OpCo must provide that document, notice or information directly to the Corporation Sole and must provide a copy to TfNSW;

- (ii) in the case of evidence provided pursuant to clause 9.2(b) of the Rouse Hill Lease and any documents provided pursuant to clause 14.8 of the Rouse Hill Lease:
 - A. OpCo must not provide any such document, notice or information directly to the Corporation Sole; and
 - B. OpCo must provide to TfNSW any document, notice or information required to be provided to the Corporation Sole under the Rouse Hill Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to the Corporation Sole within the time period required by the Rouse Hill Lease; and
- (iii) OpCo is not required to provide to the Corporation Sole any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to the Corporation Sole under the Rouse Hill Lease; or
 - B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
 - (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the Rouse Hill Lease or other requirements of the Corporation Sole;
 - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to the Corporation Sole under the Rouse Hill Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Rouse Hill Lease.
- (g) Whenever, pursuant to the terms of the Rouse Hill Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Corporation Sole under any clause of the Rouse Hill Lease then, subject to what is provided in this clause 14 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the Rouse Hill Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo acknowledges that to the extent that the Rouse Hill Lease contains a provision pursuant to which the Corporation Sole is stated to make no representation as to a state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the Rouse Hill Lease were set out fully in this deed.
- (i) OpCo must indemnify TfNSW from and against any claim by the Corporation Sole against TfNSW or any liability of TfNSW to the Corporation Sole arising out of or in any way in connection with the Rouse Hill Lease to the extent that the claim or liability is caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be

reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.

- (j) Subject to clause 9.20 of the Operative Provisions, OpCo:
- (i) bears the full risk of:
 - A. complying with the obligations under this clause 14 of Schedule 8; and
 - B. any acts or omissions of the Corporation Sole and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 14(j)(i) of Schedule 8; or
 - B. any acts or omissions of the Corporation Sole or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Rouse Hill Lease.

Clause	Extent of TfNSW's responsibility for clause specified
3	All
5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clauses 5.2(b)(i) and 5.2(b)(ii) of the Rouse Hill Lease.
7.3(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
8.2	All
8.3	All
9.2(a)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
9.2(b)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
10(a), 10(b) and 10(c)(ii)	All
12.2	All
13	Without limiting clause 16 of Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.

Clause	Extent of TfNSW's responsibility for clause specified
14.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 14 of Schedule 8.
14.8	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 14 of Schedule 8.
14.14	TfNSW's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the Rouse Hill Lease, and performing the obligations under the Rouse Hill Lease that it retains pursuant to this clause 14 of Schedule 8.

15. RMS SVC Construction Lease

- (a) Subject to clause 15(d) of Schedule 8, the obligations of OpCo in this clause 15 of Schedule 8 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which OpCo is granted access to that area until:
- (i) the Site Access Expiry Date relevant to that area; or
 - (ii) if no Site Access Expiry Date is specified, the Date of Completion.
- (b) OpCo:
- (i) acknowledges that TfNSW has entered into a Construction Lease with RMS in respect of Lot 61 in DP 1071715 and certain other land required for the SVC Construction Site (**RMS SVC Lease**);
 - (ii) must, in performing OpCo's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the RMS SVC Lease as if it were named as TfNSW in the RMS SVC Lease so as to ensure that TfNSW is able to fully meet its obligations under the RMS SVC Lease or otherwise at law except to the extent that the table below:
 - 1) provides that TfNSW will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits OpCo's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this clause 15 of Schedule 8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 15(b)(ii)A of Schedule 8;

- (iii) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in the table below; and
 - (iv) may not exercise any of TfNSW's discretions or rights under any conditions, obligations or requirements under the RMS SVC Lease which are allocated to OpCo in this clause 15 of Schedule 8 unless agreed by TfNSW in writing (in the case of any conditions, obligations or requirements under clauses 7.2 or 11.3(a) of the RMS SVC Lease, such consent is not to be unreasonably withheld or delayed).
- (c) Where the RMS SVC Lease provides that:
- (i) OpCo must; or
 - (ii) TfNSW must ensure that OpCo will,
- do something or comply with an obligation, OpCo must in performing OpCo's Activities, do that thing or comply with that obligation.
- (d) Where the RMS SVC Lease provides for TfNSW to:
- (i) carry out works or rectify damage before; or
 - (ii) return the land in a particular condition at,
- the end of the term of the RMS SVC Lease, OpCo must comply with that obligation before OpCo's obligations under this clause 15 of Schedule 8 in relation to the relevant part of the Construction Site cease in accordance with clause 15(a) of Schedule 8.
- (e) Where the RMS SVC Lease provides for TfNSW to provide a document, notice or information to RMS:
- (i) subject to paragraphs (ii) and (iii), OpCo must provide that document, notice or information directly to RMS and must provide a copy to TfNSW;
 - (ii) in the case of evidence provided pursuant to clause 9.2(b) of the RMS SVC Lease and any documents provided pursuant to clause 14.8 of the RMS SVC Lease:
 - A. OpCo must not provide any such document, notice or information directly to RMS; and
 - B. OpCo must provide to TfNSW any document, notice or information required to be provided to RMS under the RMS SVC Lease within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to RMS within the time period required by the RMS SVC Lease; and
 - (iii) OpCo is not required to provide to RMS any document, notice or information:
 - A. which TfNSW may elect at its discretion to provide to RMS under the RMS SVC Lease; or

- B. responsibility for which TfNSW has retained pursuant to the table below.
- (f) OpCo must, in carrying out OpCo's Activities:
- (i) comply with any reasonable directions of TfNSW's Representative to the extent they reflect the conditions and requirements of the RMS SVC Lease or other requirements of RMS;
 - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to RMS under the RMS SVC Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the RMS SVC Lease.
- (g) Whenever, pursuant to the terms of the RMS SVC Lease, TfNSW makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the RMS SVC Lease then, subject to what is provided in this clause 15 of Schedule 8 and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW under the RMS SVC Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (h) OpCo acknowledges that to the extent that the RMS SVC Lease contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of the RMS SVC Lease were set out fully in this deed.
- (i) OpCo must indemnify TfNSW from and against any claim by RMS against TfNSW or any liability of TfNSW to RMS arising out of or in any way in connection with the RMS SVC Lease to the extent that the claim or liability is caused by, or arises out of or in any way in connection with, OpCo's Activities, provided that OpCo's responsibility to indemnify TfNSW will be reduced to the extent that a negligent act or omission of TfNSW or an Associate of TfNSW contributed to the claim or liability.
- (j) Subject to clause 9.20 of the Operative Provisions, OpCo:
- (i) bears the full risk of:
 - A. complying with the obligations under this clause 15 of Schedule 8; and
 - B. any acts or omissions of RMS and its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause 15(j)(i) of Schedule 8; or
 - B. any acts or omissions of RMS or its employees, agents, contractors or officers.

- (k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the RMS SVC Lease.

Clause	Extent of TfNSW's responsibility for clause specified
3	All
5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 9.2 and 9.4 of the Operative Provisions, TfNSW will be responsible for complying with all of the obligations under clauses 5.2(b)(i) and 5.2(b)(ii) of the RMS SVC Lease.
7.3(a)	TfNSW's obligations under this clause are limited to obtaining the Planning Approvals.
8.2	All
8.3	All
9.2(a)	TfNSW's obligations under this clause are limited to effecting the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
9.2(b)	TfNSW's obligations under this clause are limited to those obligations which relate to the insurances that TfNSW is required to effect under clause 38.1 of the Operative Provisions.
10(a) and 10(b)(ii)	All
12.2	All
13	Without limiting clause 16 of Schedule 8, TfNSW will be responsible for complying with all of the obligations under this clause, except OpCo must provide all documents, assistance and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with a dispute under this clause.
14.7	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 15 of Schedule 8.
14.8	TfNSW's obligations under this clause are limited to the extent that they relate to the obligations retained by TfNSW under this clause 15 of Schedule 8.
14.14(a)	TfNSW's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the RMS SVC Lease, and performing the obligations under the RMS SVC Lease that it retains pursuant to this clause 15 of Schedule 8.
14.14(b)	All

16. Common Disputes

- (a) In this clause 16 of Schedule 8:

Third Party means a party to a Third Party Agreement other than TfNSW.

Common Dispute means a dispute described in clause 16(b) of Schedule 8.

- (b) A Dispute under this deed may be concerned with matters that also arise in respect of the respective rights and obligations of TfNSW and a Third Party to one of the Third Party Agreements referred to in this Schedule 8 including where:
- (i) TfNSW is in breach of a provision of this deed to the extent such a breach is caused by a Third Party under its respective Third Party Agreement;
 - (ii) TfNSW is entitled to obtain remedies or benefits under a Third Party Agreement which are similar to remedies or benefits claimed by OpCo in a Claim by OpCo under this deed;
 - (iii) OpCo has rights against the TfNSW under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and TfNSW has similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
 - (iv) OpCo has a Claim against TfNSW and TfNSW has a Claim against a Third Party based on the same or similar events or circumstances.
- (c) In the event that there is a Common Dispute, TfNSW may, in its absolute discretion:
- (i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 16 of Schedule 8; and
 - (ii) notify OpCo in writing of its decision within 20 Business Days of the Common Dispute arising,
- in which case clauses 16(d) to 16(k) of Schedule 8 will then apply in respect of that Common Dispute.
- (d) In the event that TfNSW notifies OpCo that a Common Dispute will be resolved in accordance with this clause 16 of Schedule 8, then:
- (i) clauses 56.3 - 56.15 of the Operative Provisions will not apply to the resolution of the Common Dispute that is the subject of TfNSW's notice; and
 - (ii) OpCo acknowledges and agrees that the purpose of this clause 16 of Schedule 8 is:
 - A. to provide OpCo with comparable remedies and entitlements in respect of Common Disputes, and to limit OpCo's rights against TfNSW in respect of Common Disputes by reference to TfNSW's rights and entitlements under or in connection with Third Party Agreements; and
 - B. not to reduce or disentitle or otherwise affect the validity of any Claim by TfNSW against a Third Party under, arising out

of, or in any way in connection with the relevant Third Party Agreement.

- (e) In respect of all Common Disputes:
- (i) OpCo's entitlement to receive compensation from TfNSW, and TfNSW's liability to pay compensation to OpCo, will only arise at the time the relevant Common Dispute is resolved or determined;
 - (ii) if any compensation is payable by TfNSW to OpCo under this deed in respect of a Common Dispute, OpCo will have the same entitlement to recover compensation under this deed as TfNSW has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
 - (iii) any rights OpCo has against TfNSW will not exceed the equivalent rights to which TfNSW is entitled under the relevant Third Party Agreement; and
 - (iv) TfNSW will pass through to OpCo the proportion of any compensation (including damages or other form or relief) to which TfNSW is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
 - A. to the extent that this is referable to OpCo, including any liability, Claim or loss of OpCo; and
 - B. determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.
- (f) TfNSW agrees to:
- (i) request of the relevant Third Party that OpCo be permitted to directly make representations in respect of the Common Dispute;
 - (ii) if it is unable to obtain the Third Party's consent as contemplated under clause 16(f)(i) of Schedule 8, make on behalf of OpCo whatever representations in respect of the Common Dispute that OpCo reasonably requests; and
 - (iii) provide:
 - A. regular updates to OpCo; and
 - B. whatever information and documents OpCo reasonably requests,as to the progress of the Common Dispute.
- (g) TfNSW's Liability to OpCo in respect of the subject matter of a Common Dispute:
- (i) is satisfied by payment to OpCo in accordance with this clause 16 of Schedule 8; or

- (ii) if the Third Party is not liable to TfNSW, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:
 - A. TfNSW has complied with its obligations under this clause 16 of Schedule 8 with respect to recovery of TfNSW's and OpCo's entitlements from the Third Party; and
 - B. all appeals from such determination have been exhausted.
- (h) OpCo agrees:
 - (i) to provide all documents, assistance, and cooperation reasonably requested by TfNSW (and in the time requested by TfNSW) in connection with the Common Dispute;
 - (ii) that where a Third Party Agreement contemplates:
 - A. alternative dispute resolution (including arbitration and expert determination):
 - 1) a like process will apply to the Common Dispute between the parties; and
 - 2) OpCo consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
 - B. litigation, OpCo consents to the Common Dispute being consolidated with (or heard together with) that litigation; and
 - (iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects OpCo's rights and obligations under this deed.
- (i) OpCo's entitlement to a remedy in respect of a Common Dispute will not be reduced to the extent to which TfNSW's entitlements under a Third Party Agreement are reduced or extinguished due to TfNSW's breach or failure to comply with the Third Party Agreement or other act or omission by TfNSW (in either case to the extent not caused by OpCo).
- (j) To the extent OpCo has recovered compensation in respect of a Common Dispute under another provision of this deed, then OpCo is not entitled to the same compensation under this clause 16 of Schedule 8.
- (k) Any payment to which OpCo is entitled under this clause 16 of Schedule 8 in respect of a Common Dispute shall be paid by TfNSW to OpCo within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.

Schedule 9 — Easements, Land Arrangements and Retail Licences

(Clause 12.4)

1. Definitions

In this Schedule 9:

Adjacent Land has the meaning given in clause 3(a).

Land Arrangements means, as at the date of this deed, contracts, deeds, covenants, agreements and other arrangements entered into by TfNSW, or which TfNSW is otherwise obliged to comply with, in relation to the Licensed Maintenance Area or any land on which any Additional Maintained Assets are located other than:

- (a) the arrangements referred to in clause 2.1;
- (b) the Easements; and
- (c) a building management statement or strata management statement provided for in clause 12.5 of the Operative Provisions,

and that are:

- (d) identified in Exhibit 10; and
- (e) the licences granted by a Council in favour of TfNSW pursuant to the Council Interface Agreements.

Retail Licence means any licence of retail premises of part of a building or land in the Licensed Maintenance Area agreed by TfNSW and OpCo to be granted by OpCo to a tenant.

Commercial Opportunities Revenue means

2. Existing Easements and Land Arrangements

2.1 Existing Easements and other registered dealings

OpCo must, during the term of the licence provided for in clause 12.3 of the Operative Provisions, comply with the terms of any easements, restrictions on use, covenants, leases, agreements or other similar arrangements burdening or benefiting the land contained in the Licensed Maintenance Area as recorded in the register maintained by Land and Property Information New South Wales under the Real Property Act 1900 (NSW) as at the date of this deed.

2.2 Land Arrangements and Easements

- (a) OpCo acknowledges and agrees that Land Arrangements and Easements will apply to the Licensed Maintenance Area and any Additional Maintained Assets.
- (b) OpCo must, during the term of the licence provided for in clause 12.3 of the Operative Provisions, comply with the terms of any Land Arrangements and Easements.

3. Easements reserved by TfNSW over the Licensed Maintenance Area and created over the site of Additional Maintained Assets and over Adjacent Land

3.1 TfNSW reservation of rights

TfNSW reserves the right at all times for the purposes of:

- (a) providing public or private access to or egress from the Licensed Maintenance Area, the site of Additional Maintained Assets or other land adjacent to or in the vicinity of that land (**Adjacent Land**);
- (b) providing support or shelter of structures erected or to be erected on the Licensed Maintenance Area, the site of Additional Maintained Assets or the Adjacent Land;
- (c) providing support for the structures of the NWRL or any infrastructure or Utility Services associated with the NWRL;
- (d) providing access to any infrastructure for the purpose of use, inspection, maintenance, repair or renewal of that infrastructure;
- (e) providing road, rail or other infrastructure or other services including water, drainage, sewerage, gas and other fuels, electricity, telephonic and electronic communications to, or to pass through, the Licensed Maintenance Area, the site of Additional Maintained Assets or the Adjacent Land;
- (f) providing any statutory easements;
- (g) providing, in relation to the site of Additional Maintained Assets or Adjacent Land, for regulation of the relationship between the Licensed Maintenance Area, the site of Additional Maintained Assets and the Adjacent Land and the sharing of costs;
- (h) providing for noise, vibration and electrolysis resulting from the conduct of rail activities;
- (i) the sharing of the use, management and maintenance of, and payment of related costs for, facilities shared between the Licensed Maintenance Area or the site of Additional Maintained Assets and any Adjacent Land; and
- (j) satisfying any other requirements of this deed,
to:
- (k) create, or consent to the creation by a third party of, any Easements benefiting or burdening the Licensed Maintenance Area, the site of Additional Maintained Assets or any Adjacent Land with:

- (i) any of the owners, lessees, tenants or occupiers of the site of Additional Maintained Assets or Adjacent Land; or
 - (ii) any Authority,
- and to release, vary, modify or give waivers of such Easements; or
- (l) dedicate land of which it is the owner of the fee simple estate for road, rail or other purposes,

upon such terms and conditions as TfNSW thinks fit.

The creation of any such Easement (or release, variation, modification or waiver of such Easement) will be a Compensation Event.

3.2 OpCo Consent to Council Interface Agreements easements

- (a) TfNSW and OpCo acknowledge that the Council Interface Agreements provide for the creation and registration of the Subdivision Documents.
- (b) Notwithstanding anything to the contrary in this Schedule 9, OpCo:
 - (i) consents to the creation and registration of the Subdivision Documents in accordance with the Council Interface Agreements; and
 - (ii) subject to clause 3.2(c), will not make any Claim or requisition against TfNSW, or rescind or terminate this deed if the Subdivision Documents are created and registered as contemplated by the Council Interface Agreements.
- (c) If TfNSW proposes to:
 - (i) create and/or register a Subdivision Document other than in accordance with the process permitted in a Council Interface Agreement; or
 - (ii) vary a Draft Plan of Subdivision (as defined in a Council Interface Agreement),

and that departure from the relevant Council Interface Agreement process or variation of the relevant Draft Plan of Subdivision could reasonably be expected to have an adverse effect on OpCo's Activities, then TfNSW must obtain the prior written consent of OpCo to the proposed:

- (iii) departure from the process permitted under the relevant Council Interface Agreement for the creation of a Subdivision Document; or
 - (iv) variation of the relevant Draft Plan of Subdivision,
- (as applicable) which consent must not be unreasonably withheld.

4. Easements for OpCo's benefit

- (a) After the Date of Completion, TfNSW undertakes to OpCo that, upon written request from OpCo, it will procure to be created Easements that comply with clause 4(b), provided that:

- (i) TfNSW is the owner of the estate in fee simple of, and there are no inconsistent interests in, the land which is to be benefited or burdened by such Easements; and
 - (ii) the relevant provider of Utility Services, Council, infrastructure owner, or third party, as the case may be, consents to the creation of each such Easement.
- (b) Easements will comply with this clause 4(b) if they are easements benefiting or burdening the Licensed Maintenance Area, the site of Additional Maintained Assets or Adjacent Land in favour of any relevant provider of Utility Services, Council or any relevant infrastructure owner, or any relevant third party as agreed by TfNSW, where such Easements are proposed on reasonable terms and are reasonably required by any of those parties at no cost to TfNSW for the purposes of:
- (i) access and structural support for rock anchors, columns, footings, beams, structural support and other structures protecting and/or supporting the NWRL;
 - (ii) connecting Utility Services to the NWRL;
 - (iii) access to Additional Maintained Assets or Adjacent Land reasonably necessary for the purposes of maintenance of the NWRL;
 - (iv) satisfying any requirements to be satisfied by OpCo pursuant to this deed; or
 - (v) the location, access to, and use and maintenance of, any Additional Maintained Assets.

5. Notice of location, dimensions and terms

- (a) Each of TfNSW and OpCo must notify the other party of the exact location and dimension of any Easement it requires under clauses 3.1 and 4 (as the case may be) as soon as practicable.
- (b) A notice from OpCo under clause 5(a) must be accompanied by:
 - (i) a plan showing:
 - A. the location and dimensions of the three dimensional envelope which accommodates the site of the Easement; and
 - B. the location of the Easement relative to existing structures and public services,

in a form registrable with the land and property information division of the Department of Lands of New South Wales; and
 - (ii) the proposed terms of the Easement.
- (c) Where TfNSW receives a notice under clause 5(a), it will:
 - (i) approve of the location and dimensions of the Easement and the proposed terms of the Easement; or
 - (ii) reject the location and dimensions of the Easement,

and in each case must act reasonably and must communicate its approval or rejection to OpCo as soon as practicable but in any event within 40 Business Days of the date of receipt of that notice.

- (d) In the event that TfNSW rejects the location and dimensions, or the proposed terms, of any Easement under clause 5(c)(ii):
 - (i) TfNSW may, at the time of such rejection, notify OpCo of an alternate or amended location and dimensions of or proposed terms for, the Easement;
 - (ii) OpCo may notify TfNSW of an alternative or amended location and dimensions of, or proposed terms for, the Easement, in which case such notice will be treated as a notice under clause 5(a); and
 - (iii) if no alternate or amended location and dimensions, or the proposed terms, can be agreed either of TfNSW or OpCo may refer the matter to be resolved in accordance with clause 56 of the Operative Provisions.

6. Commercial Opportunities

6.1 Retail Licences

- (a) OpCo may propose that a Retail Licence be granted by it by giving a written notice to TfNSW with details of the proposed Retail Licence, which must:
 - (i) comply with the requirements of the SPR;
 - (ii) include the details specified in section 2.1 of SPR Appendix 16;
 - (iii) include the details of any Approvals required;
 - (iv) include sufficient information to enable TfNSW to determine whether the proposed Retail Licence complies with the SPR, including section 2 of SPR Appendix 16;
 - (v) be accompanied by a plan showing the proposed position and area of the premises the subject of the relevant Retail Licence; and
 - (vi) provide that the term of the proposed Retail Licence (including option terms) will not expire any later than the day before the Expiry Date and will terminate if this deed is terminated.
- (b) Where TfNSW receives a notice that complies with clause 6.1(a), it must:
 - (i) approve the proposed Retail Licence; or
 - (ii) subject to clause 6.1(c), reject the proposed Retail Licence,

and in each case must act reasonably and must communicate its approval or rejection to OpCo (together with details of the reasons for its approval or rejection) as soon as practicable but in any event within 40 Business Days of the date of receipt of that notice.
- (c) TfNSW may not reject a proposed Retail Licence under clause 6.1(b)(ii) unless the proposed Retail Licence:

- (i) contravenes any Legislation or Approval;
 - (ii) is inconsistent with the SPR, including SPR Appendix 16; or
 - (iii) does not comply with clause 6.1(a)(vi).
- (d) In the event that TfNSW rejects a proposed Retail Licence under clause 6.1(b)(ii), OpCo must not grant the proposed Retail Licence.
- (e) If TfNSW approves a proposed Retail Licence pursuant to clause 6.1(b)(i) then:
- (i) OpCo will be responsible for the preparation and execution of, and consent to, the Retail Licence including the preparation and service of any necessary disclosure statements required to be provided under the Retail Leases Act 1994 (NSW); and
 - (ii) OpCo will pay, or procure the payment of, TfNSW's costs in relation to the preparation, negotiation and execution of, and consent to, the Retail Licence.

6.2 Advertising contracts

- (a) OpCo may propose that an advertising contract be entered into by it by giving a written notice to TfNSW with details of the proposed advertising contract, which must:
- (i) comply with the requirements of the SPR;
 - (ii) include the details specified in section 3.1 of SPR Appendix 16;
 - (iii) include the details of any Approvals required;
 - (iv) include sufficient information to enable TfNSW to determine whether the proposed advertising contract complies with the SPR, including section 3 of SPR Appendix 16; and
 - (v) include details of the type, location, size and content of the advertising;
 - (vi) provide that the term of the proposed advertising contract (including option terms) will not expire any later than the day before the Expiry Date and will terminate if this deed is terminated.
- (b) Where TfNSW receives a notice that complies with clause 6.2(a), it must:
- (i) approve the proposed advertising contract; or
 - (ii) subject to clause 6.2(c), reject the proposed advertising contract,
- and in each case must act reasonably and must communicate its approval or rejection to OpCo (together with details of the reasons for its approval or rejection) as soon as practicable but in any event within 40 Business Days of the date of receipt of that notice.
- (c) TfNSW may not reject a proposed advertising contract under clause 6.2(b)(ii) unless the proposed advertising contract:
- (i) contravenes any Legislation or Approval;

- (ii) is inconsistent with the SPR, including SPR Appendix 16; or
 - (iii) does not comply with clause 6.2(a)(iv).
- (d) In the event that TfNSW rejects a proposed advertising contract under clause 6.2(b)(ii), OpCo must not enter into the proposed advertising contract.
- (e) If TfNSW approves a proposed advertising contract pursuant to clause 6.2(b)(i) then:
- (i) OpCo will be responsible for the preparation and execution of, and consent to, the advertising contract; and
 - (ii) OpCo will pay, or procure the payment of, TfNSW's costs in relation to the preparation, negotiation and execution of, and consent to, the advertising contract.
- (f) Despite any approval of an advertising contract by TfNSW pursuant to clause 6.2(b)(i), if TfNSW considers (acting reasonably) that the content of advertising within the Licensed Maintenance Area does not comply with the SPR or is otherwise inappropriate, TfNSW may direct OpCo to, and OpCo must immediately, remove the relevant advertising content.

6.3 Sharing revenue from Commercial Opportunities

- (a) In each Operating Year, TfNSW will be entitled to be paid by, or receive from, OpCo a payment or benefit equal to _____ of the Commercial Opportunities Revenue (excluding GST)
- (b) TfNSW may elect by notice in writing to OpCo to receive its share of Commercial Opportunities Revenue as a direct payment from OpCo.
- (c) TfNSW and OpCo must act reasonably to agree the manner and timing of payments, or provision of benefits, to TfNSW of its share of Commercial Opportunities Revenue.

7. No Claim

OpCo may not make any Claim or requisition, rescind or terminate this deed because:

- (a) of the existence of an easement, covenant or other affectation identified in defined in clause 1;
- (b) it receives notice from TfNSW pursuant to clause 5;
- (c) any Easement is created; or
- (d) any Retail Licence is granted by OpCo as contemplated by this Schedule.

8. Registration

- (a) OpCo must prepare such documents as are necessary to create the Easements to be granted by TfNSW or a third party pursuant to clause 4 and, subject to clause 4(a)(iii), obtain the consent of, and execution of, such documents prior to their registration by:

- (i) TfNSW; and
- (ii) any other party,

as required to effect registration of the Easement.

- (b) The parties will use reasonable endeavours to execute and obtain the registration of any Easements which are required for the NWRL pursuant to clause 4 as soon as practicable.

Schedule 10 — OTS Independent Certifier's Project Plan certificate

(Clause 8.5(a)(ii)B)

To: Transport for NSW (**TfNSW**) and [insert name of OpCo] (**OpCo**)

From: [] (ABN []) (**OTS Independent Certifier**)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (**OTS Project Deed**). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 8.5(a)(ii)B of the OTS Project Deed, the OTS Independent Certifier certifies that having reviewed the attached Project Plan in accordance with the requirements of the OTS Independent Certifier Deed, it has no reason to believe that the attached Project Plan does not comply with all requirements of the OTS Project Deed, including the SPR, except for the minor errors and omissions identified in the attached list.

The attached Project Plan is [].

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (OTS Independent Certifier's Representative)	
Date:	

Attachment - List of minor errors or omissions

No.	Minor error or omission	Recommended action to be taken by OpCo to address minor error or omission

Schedule 11 — OpCo and O&M Contractor's design certificate - Design Stages 1 & 2

(Clauses 13.6(a))

To: Transport for NSW (TfNSW)

From: [] (ABN []) (OpCo)

[] (ABN []) (O&M Contractor)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

This section to be completed by OpCo:

In accordance with the terms of clause 13.6(a)(i) of OTS Project Deed, OpCo certifies that the attached Design Documentation complies with all requirements of the OTS Project Deed, including the SPR.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

This section to be completed by the O&M Contractor:

In accordance with the terms of clause 13.6(a)(ii) of the OTS Project Deed, the O&M Contractor certifies that the attached Design Documentation is acceptable to the O&M Contractor.

Without limiting the O&M Contract, nothing in this certificate imposes any liability on the O&M Contractor for the design in the Design Documentation or the design of the OTS Works or the NWRL, nor is this certification of the fitness for purpose of the design.

Signed for and on behalf of the O&M Contractor by:

Signature:	
Name:	
Position: (O&M Director)	
Date:	

Schedule 12 — OpCo, Designer and O&M Contractor's design certificate - Design Stage 3

(Clauses 13.6(b))

To: Transport for NSW (TfNSW)
 From [] (ABN []) (OpCo)
 [] (ABN []) (Designer)
 [] (ABN []) (O&M Contractor)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

This section to be completed by OpCo:

In accordance with the terms of clause 13.6(b)(i) of OTS Project Deed, OpCo certifies that the attached Design Documentation:

- (i) complies with all requirements of the OTS Project Deed, including the SPR; and
- (ii) is suitable for construction.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

This section to be completed by the relevant Designer. When there is more than one relevant Designer, this section shall be replicated and signed by each relevant Designer:

In accordance with the terms of clause 13.6(b)(ii) of the OTS Project Deed, the Designer certifies that the attached Design Documentation complies with all requirements of the OTS Project Deed, including the SPR, to the extent those requirements are relevant to the Designer's scope of work.

Signed for and on behalf of the Designer by:

Signature:	
Name:	
Position: (Design Director)	
Date:	

This section to be completed by the O&M Contractor:

In accordance with the terms of clause 13.6(b)(iii) of the OTS Project Deed, the O&M Contractor

certifies that the attached Design Documentation is acceptable.

Without limiting the O&M Contract, nothing in this certificate imposes any liability on the O&M Contractor for the design in the Design Documentation or the design of the OTS Works or the NWRL, nor is this certification of the fitness for purpose of the design.

Signed for and on behalf of the O&M Contractor by:

Signature:	
Name:	
Position: (O&M Director)	
Date:	

Schedule 13 — OTS Independent Certifier's design certificate

(Clause 13.8(b)(iii)B)

To: Transport for NSW (TfNSW) and [insert name of OpCo] (OpCo)

From: [] (ABN []) (OTS Independent Certifier)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 13.8(b)(iii)B of the OTS Project Deed, the OTS Independent Certifier certifies that, having reviewed the Design Documentation in accordance with the requirements of the OTS Independent Certifier Deed, it has no reason to believe that the attached Design Documentation does not comply with all requirements of the OTS Project Deed (including the SPR), except for the minor errors and omissions identified in the attached list.

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (OTS Independent Certifier's Representative)	
Date:	

Attachment - List of minor errors or omissions

No.	Minor error or omission	Recommended action to be taken by OpCo to address minor error or omission

Schedule 14 — OTS Independent Certifier's Test Procedure certificate

(Clause 18.2(c)(ii))

To: Transport for NSW (TfNSW) and [insert name of OpCo] (OpCo)

From: [] (ABN []) (OTS Independent Certifier)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 18.2(c)(ii) of the OTS Project Deed, the OTS Independent Certifier certifies that having reviewed the attached Test Procedure in accordance with the requirements of the OTS Independent Certifier Deed, it has no reason to believe that the attached Test Procedure does not comply with all requirements of the OTS Project Deed, including the SPR, except for the minor errors and omissions identified in the attached list.

The attached Test Procedure is [].

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (OTS Independent Certifier's Representative)	
Date:	

Attachment - List of minor errors or omissions

No.	Minor error or omission	Recommended action to be taken by OpCo to address minor error or omission

Schedule 15 — OTS Independent Certifier's Test Result certificate

(Clause 18.5(c)(i))

To: Transport for NSW (**TfNSW**) and [insert name of OpCo] (**OpCo**)

From: [] (ABN []) (**OTS Independent Certifier**)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (**OTS Project Deed**). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 18.5(c)(i) of the OTS Project Deed, the OTS Independent Certifier certifies that, in accordance with the requirements of the Independent Certifier Deed, the results of the Test as documented in the attached Test Report confirm that that Test has been passed in accordance with the relevant Test Procedure, except for the minor errors and omissions identified in the attached list.

The attached Test Report is [].

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (OTS Independent Certifier's Representative)	
Date:	

Attachment - List of minor errors or omissions

No.	Minor error or omission	Recommended action to be taken by OpCo to address minor error or omission

Schedule 16 — OTS Independent Certifier's Certificate of Readiness for First Passenger Service

(Clause 1.1 and 19.3(a)(i))

To: Transport for NSW (TfNSW) and [insert name of OpCo] (OpCo)

From: [] (ABN []) (OTS Independent Certifier)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with clause 19.3(a)(i) of the OTS Project Deed the OTS Independent Certifier certifies that, having performed the Design Phase Services and Construction Phase Services (each as defined in the OTS Independent Certifier Deed) in accordance with the OTS Independent Certifier Deed, OpCo has satisfied all requirements for the First Passenger Service.

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (OTS Independent Certifier's Representative)	
Date:	

Schedule 17 — OpCo, Designer and O&M Contractor's First Passenger Service certificate

(Clause 19.1(e))

To: Transport for NSW

From: [] (ABN []) (OpCo)

[] (ABN []) (Alstom Designer)

[] (ABN []) (O&M Contractor)

[] (ABN []) (Designer)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

This section to be completed by the Alstom Designer. When there is more than one relevant Alstom Designer, this section shall be replicated and signed by each relevant Alstom Designer:

In accordance with the terms of clause 19.1(e)(i) of the OTS Project Deed, the Alstom Designer certifies that the OTS Works, to the extent relevant to Alstom Designer's scope of works, have been constructed in accordance with the Design Documentation which OpCo was entitled to use for construction purposes under clause 13.10(a) of the OTS Project Deed, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the Alstom Designer by:

Signature:	
Name:	
Position: (Design Director)	
Date:	

This section to be completed by OpCo:

In accordance with clause 19.1(e)(ii) of the OTS Project Deed, OpCo certifies that the OTS Works:

- (a) comply with all the requirements of the OTS Project Deed (including the SPR), except for the Minor Defects identified in the attached list; and
- (b) have been constructed in accordance with the Final Design Documentation.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	

Date:	
This section to be completed by the O&M Contractor:	
In accordance with the terms of clause 19.1(e)(iii) of the OTS Project Deed, the O&M Contractor certifies that the OTS Works are acceptable.	
Without limiting the O&M Contract, nothing in this certificate:	
(a)	imposes any liability on the O&M Contractor for the design of the OTS Works or the NWRL generally; or
(b)	is a certification of the fitness for purpose of the OTS Works or the NWRL.
Signed for and on behalf of the O&M Contractor by:	
Signature:	
Name:	
Position: (O&M Director)	
Date:	

This section to be completed by the relevant Designer (other than an Alstom Designer). When there is more than one relevant Designer, this section shall be replicated and signed by each relevant Designer:	
In accordance with the Design Documentation Verification and Validation Process and for the purposes of clause 19.1(e)(i) of the OTS Project Deed, the Designer certifies that the OTS Works, to the extent relevant to the Designer's scope of works, have been constructed in accordance with the Design Documentation which OpCo was entitled to use for construction purposes under clause 13.10(a) of the OTS Project Deed, except for the Minor Defects identified in the attached list.	
Signed for and on behalf of the Designer by:	
Signature:	
Name:	
Position: (Design Director)	
Date:	

In Schedules 17 and 17A:

Documentation Verification and Validation Process means the following process to be conducted by the Designer in relation to clauses 19.1(e)(i) and 19.4(b)(i) to confirm that the OTS Works have been constructed in accordance with the Design Documentation which OpCo was entitled to use for construction purposes under clause 13.10(a) of the OTS Project Deed (excluding Minor Defects):

- (a) regular validation by the Designer of the Design Documentation against the requirements of the SPR;
- (b) verification by the Designer that the OTS Works have been constructed in accordance with the Design Documentation by way of review of the D&C Contractor's ITPs, relevant construction records, attendance at nominated Designers witness and hold points specified in the construction ITPs; and
- (c) attendance by the Designer during commissioning and testing in accordance with the witness and hold points specified in the D&C Contractor's commissioning and testing ITPs.

Attachment - List of Minor Defects

No.	Minor Defect

Schedule 17A — OpCo, Designer and O&M Contractor's Completion certificate

(Clause 19.4(b))

To: Transport for NSW

From: [] (ABN []) (**OpCo**)

[] (ABN []) (**Alstom Designer**)

[] (ABN []) (**O&M Contractor**)

[] (ABN []) (**Designer**)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (**OTS Project Deed**). Words defined in the OTS Project Deed have the same meaning in this certificate.

This section to be completed by the relevant Alstom Designer. When there is more than one relevant Alstom Designer, this section shall be replicated and signed by each relevant Alstom Designer:

In accordance with the terms of clause 19.4(b)(i) of the OTS Project Deed, the Alstom Designer certifies that the OTS Works, to the extent relevant to the Alstom Designer's scope of works, have been constructed in accordance with the Design Documentation which OpCo was entitled to use for construction purposes under clause 13.10(a) of the OTS Project Deed, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the Alstom Designer by:

Signature:	
Name:	
Position: (Design Director)	
Date:	

This section to be completed by OpCo:

In accordance with clause 19.4(b)(ii) of the OTS Project Deed, OpCo certifies that the OTS Works:

- (i) comply with all the requirements of the OTS Project Deed (including the SPR), except for the Minor Defects identified in the attached list; and
- (ii) have been constructed in accordance with the Final Design Documentation.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	

Date:	
This section to be completed by the O&M Contractor:	
In accordance with the terms of clause 19.4(b)(iii) of the OTS Project Deed, the O&M Contractor certifies that the OTS Works are acceptable.	
Without limiting the O&M Contract, nothing in this Certificate:	
(a)	imposes any liability on the O&M Contractor for the design of the OTS Works or the NWRL generally; or
(b)	is a certification of the fitness for purpose of the OTS Works or the NWRL.
Signed for and on behalf of the O&M Contractor by:	
Signature:	
Name:	
Position: (O&M Director)	
Date:	

This section to be completed by the relevant Designer (other than the Alstom Designer). When there is more than one relevant Designer, this section shall be replicated and signed by each relevant Designer:	
In accordance with the Design Documentation Verification and Validation Process and for the purposes of clause 19.4(b)(i) of the OTS Project Deed, the Designer certifies that the OTS Works, to the extent relevant to the Designer's scope of works, have been constructed in accordance with the Design Documentation which OpCo was entitled to use for construction purposes under clause 13.10(a) of the OTS Project Deed, except for the Minor Defects identified in the attached list.	
Signed for and on behalf of the Designer by:	
Signature:	
Name:	
Position: (Design Director)	
Date:	

Attachment - List of Minor Defects

No.	Minor Defect

Schedule 18 — OTS Independent Certifier's Local Area Works completion certificate

(Clause 19.5(c)(i))

To: Transport for NSW (TfNSW) and [insert name of OpCo] (OpCo)

From: [] (ABN []) (OTS Independent Certifier)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with clause 19.5(c)(i) of the OTS Project Deed the OTS Independent Certifier certifies in relation to the Local Area Works described below that, having performed the Design Phase Services and Construction Phase Services (each as defined in the OTS Independent Certifier Deed) in accordance with the requirements of the OTS Independent Certifier Deed:

1. OpCo has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 13.10 of the OTS Project Deed, subject to Minor Defects;
2. the release of all Hold Points has been undertaken in accordance with the OTS Project Deed;
3. all documentation has been recorded and submitted to TfNSW's Representative in accordance with the OTS Project Deed; and
4. the construction complies with the requirements of the OTS Project Deed, including the SPR, subject to Minor Defects.

Description of Local Area Works

[Insert description of Local Area Works]

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

Schedule 19 — Property owner's certificate

(Clause 19.7(a)(i))

This **Deed Poll** is given in favour of Transport for NSW by the Property Owner detailed below.

Details	
Address of Property	
Property Owner	
Description of Property Works	

Operative provisions

1. I/We confirm that the Property Works described above have been carried out and completed on my/our property to my/our satisfaction.
2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. I/We release Transport for NSW from all claims and actions which I/we may have arising out of or in connection with the Property Works.

Signed as a Deed Poll.

Signed sealed and delivered by the **Property Owner** in the presence of:

Signature

Signature of Witness

Name of Witness in full

Schedule 20 — OTS Independent Certifier's Certificate of Completion

(Clauses 1.1 and 19.10(a)(i))

To: Transport for NSW (TfNSW) and [insert name of OpCo] (OpCo)

From: [] (ABN []) (OTS Independent Certifier)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with clause 19.10(a)(i) of the OTS Project Deed the OTS Independent Certifier certifies that, having performed the Design Phase Services, Construction Phase Services and Completion Phase Services (each as defined in the OTS Independent Certifier Deed) in accordance with the requirements of the OTS Independent Certifier Deed, Completion has been achieved. The Date of Completion is [].

A list of Minor Defects is attached.

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

Schedule 21 — ECRL investigations and tests

ECRL Tunnel, Station Structure or Service Building Structure Element	Investigations and Tests
Rock bolts	Sample pull out tests
Concrete Structures	Non-Destructive Testing and Destructive Testing to confirm structural integrity, strength, etc Reinforcing steel investigations
Tunnel drainage	Capacity testing
Tunnel fittings and fixings	Sample pull out tests of fittings and fixings

Schedule 22 — OTS Independent Certifier's Certificate of Final Completion

(Clauses 1.1 and 19.12(d)(i))

To: Transport for NSW (TfNSW) and [insert name of OpCo] (OpCo)

From: [] (ABN []) (OTS Independent Certifier)

This certificate is given in accordance with the Operations, Trains and Systems Project Deed for the North West Rail Link between TfNSW and OpCo dated [] (OTS Project Deed). Words defined in the OTS Project Deed have the same meaning in this certificate.

In accordance with clause 19.12(d)(i) of the OTS Project Deed the OTS Independent Certifier hereby certifies that, having performed the Services (as defined in the OTS Independent Certifier Deed) in accordance with the requirements of the OTS Independent Certifier Deed, Final Completion has been achieved. The Date of Final Completion is [].

Signed for and on behalf of the OTS Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

Signed sealed and delivered for and on behalf
of [] by []
its Attorney under a Power of Attorney dated
and registered
Book No. and the Attorney
declares that the Attorney has not received any
notice of the revocation of such Power of Attorney,
in the presence of:

Signature

Signature of Witness

Name of Witness in full

Schedule 24 — Modification Impact Request and Proposal Template

(Clause 29.17)

**MODIFICATION IMPACT REQUEST AND PROPOSAL (MIRAP)
(TfNSW INITIATED MODIFICATION)**

This MIRAP has been designed to fulfil the requirements of clause 29 under each of the OTS Project Deed, and the [relevant Core Contract] in relation to the relevant parties.

- Section 1 constitutes TfNSW's Modification Impact Request pursuant to clause 29.1 of the OTS Project Deed.
- Section 2 constitutes OpCo's Modification Impact Proposal pursuant to clause 29.2 of the OTS Project Deed.
- Section 3 (when signed) constitutes TfNSW's approval or rejection of OpCo's Modification Impact Proposal, or withdrawal of the proposed Modification, pursuant to clause 29.5 of the OTS Project Deed.
- Section 4 constitutes OpCo's Modification Impact Request pursuant to [clause 29.1 of the relevant Core Contract].
- Section 5 constitutes the relevant Core Contractor's Modification Impact Proposal pursuant to [clause 29.2 and 29.3 of the relevant Core Contract].
- Section 6 (when signed) constitutes OpCo's acceptance or rejection of the [relevant Core Contractor's] Modification Impact Proposal, or withdrawal of the proposed Modification, pursuant to clause 29.5 of the [relevant Core Contract].

For the purposes of the OTS Project Deed, only sections 1, 2 and 3 have any contractual status. Similarly, for the purposes of the [relevant Core Contract], only sections 4, 5 and 6 have any contractual status. TfNSW does not make any comment as to the accuracy of, and may not be held liable for, any information provided by any party in sections 4, 5 and 6.

This MIRAP will not give rise to any rights against TfNSW, whether legal or equitable, unless and until section 3 has been signed by TfNSW's Representative.

SECTION 1 - TfNSW'S MODIFICATION IMPACT REQUEST			
OTS Project Deed No		TfNSW MIRAP No.	
Subject			
Subsystem:			
Submitted By		TfNSW's Issue No.	
Submitted To:		Submission Date:	
Correspondence Ref.			

SECTION 2 - OPCO'S MODIFICATION IMPACT PROPOSAL		
OpCo's Modification Impact Proposal (Clauses 29.2 of the OTS Project Deed)		
Estimate of the third party costs OpCo will incur in preparing a Modification Impact Proposal (if estimate requested by TfNSW in section 1 of this MIRAP)		
Modification Impact Proposal No.:		
(a) the Net Financial Impact of the proposed Modification		
(b) the basis (if any) on which OpCo is able to fund the Modification and difference to the Net Financial Impact, if OpCo, rather than TfNSW, funds the Modification		
(c) if the Modification is proposed to be carried out during the Delivery Phase, the effect which the proposed Modification will have on the Delivery Program (including any extension of time required to the Date for Completion or Longstop Date)		
(d) if the Modification is proposed to be carried out during the Operations Phase, the time within which the proposed Modification will be implemented		
(e) the Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals		
(f) the effects which the proposed Modification will have on OpCo's ability to satisfy its obligations under the Project Deed (including any warranties given by OpCo under the Project Deed)		
(g) any relief which OpCo requires from its obligations under the Project Deed to ensure that OpCo would be left in no better and no worse position than it would be in if the Modification were not implemented; and		
(h) any other information requested by TfNSW in the Modification Impact Request		
Attachments		
Submitted By	Signed:	Date:

SECTION 3 - ELECTION BY TfNSW				
Election by TfNSW (Clause 29.5 of the OTS Project Deed)				
The Modification Impact Proposal is:				
ACCEPTED				
TfNSW WILL NOT PROCEED WITH MODIFICATION				
REJECTED				
If REJECTED, pursuant to clause 29.7 of the Project Deed, TfNSW requires:				
1. parties to consult to resolve any matters of Modification Impact Proposal				
2. OpCo conduct a tender process (to the extent it has not already done so) under clause 29.4				
Notes:				
1. Where this Modification Impact Proposal is ACCEPTED , and TfNSW's Representative has signed below, this Modification Impact Proposal is a " Modification Order " under clause 29.5 of the OTS Project Deed.				
TfNSW's Representative	Signed:		Date:	
OpCo agrees to the conditions, if any, to TfNSW's approval as stated above.				
OpCo's Representative:	Signed:		Date:	

SECTION 4 - OpCo MODIFICATION IMPACT REQUEST

<p>OpCo Initiated Modification</p> <p>Modification Proposal (Clause 29.1 of the [relevant Core Contract])</p> <p>Amendment Proposed:</p> <p>Current wording:</p> <p>Proposed wording (include deleted text as strikethrough text and underline new text):</p> 				
<p>Core Contractor to provide an estimate of the costs it will incur in preparing a Modification Impact Proposal</p>	<p>YES</p>	<input type="checkbox"/>	<p>NO</p>	<input type="checkbox"/>
<p>Attachments</p>				
<p>Submitted by OpCo's Representative:</p>	<p>Signed:</p>	<p>Date:</p>		

SECTION 5 - [RELEVANT CORE CONTRACTOR'S] MODIFICATION IMPACT PROPOSAL

[Relevant Core Contractor's] Modification Impact Proposal (Clauses 29.2 of the [relevant Core Contract])

Estimate of the third party costs [relevant Core Contractor] will incur in preparing a Modification Impact Proposal (if estimate requested by OpCo in section 5 of this MIRAP)

Modification Impact Proposal No.:

(a) the Net Financial Impact of the proposed Modification

(b) the basis (if any) on which [relevant Core Contractor] is able to fund the Modification and difference to the Net Financial Impact, if [relevant Core Contractor], rather than OpCo, funds the Modification

(c) if the Modification is proposed to be carried out during the Delivery Phase, the effect which the proposed Modification will have on the Delivery Program including any extension of time required to the Date for Completion or Longstop Date)

(d) if the Modification is proposed to be carried out after the Operations Phase, the time within which the proposed Modification will be implemented

(e) the Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals

(f) the effects which the proposed Modification will have on OpCo's ability to satisfy its obligations under the Project Deed (including any warranties given by OpCo under the Project Deed)

(g) any relief which OpCo requires from its obligations under the Project Deed to ensure that OpCo would be left in no better and no worse position than it would be in if the Modification were not implemented; and

(h) any other information requested by TfNSW in the Modification Impact Request

Attachments

Endorsed by

Signed:

Date:

Submitted by [relevant Core Contractor's] Representative:

Signed:

Date:

SECTION 6 - ELECTION BY OpCo				
Election by OpCo (Clause 29.5 of the [relevant Core Contract]):				
The Modification Impact Proposal is:				
ACCEPTED				
OpCo WILL NOT PROCEED WITH MODIFICATION				
REJECTED				
If REJECTED, pursuant to clause 29.7 of the [relevant Core Contract], OpCo requires:				
1. parties to consult to resolve any matters of Modification Impact Proposal	Yes		No	
2. [relevant Core Contractor] conduct a tender process (to the extent it has not already done so) under clause 29.4	Yes		No	
Notes:				
1. Where this Modification Impact Proposal is ACCEPTED , and OpCo's Representative has signed below, this Modification Impact Proposal is a " Modification Order " under clause 29.5 of the [relevant Core Contract].				
OpCo's Representative	Signed:	Date:		
[Relevant Core Contractor] agrees to the conditions, if any, to OpCo's approval as stated above.				
[Relevant Core Contractor's] Representative:	Signed:	Date:		

Schedule 25 — Rouse Hill Precinct Works

(Clause 19.13)

The Rouse Hill Precinct Works include:

- (a) provision of the T-Way in its final form between the north and south bus layovers;
- (b) provision of T-Way stations, associated shelters and other Customer street furniture, wayfinding and signage;
- (c) provision of safe, accessible pedestrian links through the T-Way station and interchange for bus customers to Main Street, Rouse Hill;
- (d) removal of bus operations and remedial works to Tempus Street in accordance with the Hills Shire Council Interface Agreement;
- (e) completion of all movements for bus access at the intersection of Rouse Hill Drive and Windsor Road, including north-bound and south-bound access across Rouse Hill Drive between the linear interchange and the northern layover facility;
- (f) completion of the northern and southern bus layovers including drivers' facilities; and
- (g) modification of the existing intersections of Tempus Street and Rouse Hill Drive and White Hart Drive in accordance with the Hill Shire Council Interface Agreement as required.

Schedule 26 — Amendments to Base Case Financial Model on CDPD Payment Date

(Clauses 25.3(c) and 25.3(e))

1. General overview

The Base Case Financial Model prior to the CDPD Payment Date shall include an assumption as to the CDPD Amount and timing of the CDPD Payment Date. The Base Case Financial Model will be updated to reflect the CDPD Amount and CDPD Payment Date in accordance with this Schedule 26 as required by clauses 25.3(c)(iii)(B) and 25.3(e) of the Operative Provisions.

2. Steps to follow at CDPD Payment Date

In order to update the Base Case Financial Model as required by clauses 25.3(c)(iii)(B) and 25.3(e) of the Operative Provisions, the following steps are to be undertaken by OpCo and TfNSW's Representative.

2.1 Step 1

At around 9:00am on the CDPD Payment Date (or as otherwise agreed by TfNSW) OpCo must provide TfNSW with the:

- (a) Base Case Financial Model;
- (b) amount outstanding under the Debt Financing Documents by OpCo to the Debt Financiers on the CDPD Payment Date,
- (c) amount forecast in the Base Case Financial Model to be outstanding under the Debt Financing Documents by OpCo to the Debt Financiers on the CDPD Payment Date;
- (d) OpCo's calculation of the CDPD Amount ("**CDPD Calculated Amount**").

Upon receipt of the above TfNSW's Representative will inform OpCo whether he agrees or disagrees with the CDPD Calculated Amount. If TfNSW's Representative agrees, move to Step 2. Otherwise, TfNSW's Representative may request OpCo to provide detailed calculations and OpCo must negotiate in good faith and in a timely manner to find a resolution acceptable to TfNSW. If the parties are unable to agree, either party may refer the matter to be resolved in accordance with clause 56 of the Operative Provisions.

2.2 Step 2

Upon receipt of the notice from TfNSW's Representative confirming the CDPD Calculated Amount, OpCo will then solve the Base Case Financial Model by following the steps in section 3 below and provide to TfNSW's Representative the following, together referred to as the "**Proposed Post CDPD Amounts**":

- (a) an updated Service Payment calculated in accordance with Schedule 2; and
- (b) any other amounts calculated under the Base Case Financial Model, as required by TfNSW.

If TfNSW's Representative agrees with the Proposed Post CDPD Amounts, move to Step 3. Otherwise, TfNSW's Representative may request OpCo to provide detailed calculations and OpCo must negotiate in good faith and in a timely manner to find a resolution acceptable to

TfNSW's Representative. If the parties are unable to agree, either party may refer the matter to be resolved in accordance with clause 56 of the Operative Provisions.

2.3 Step 3

TfNSW's Representative will provide confirmation to OpCo whether the updated financial model will become the Base Case Financial Model for the purposes of this deed. If this confirmation is provided by TfNSW's Representative in relation to financial model updated in accordance with this Schedule:

- (a) the updated financial model will become the Base Case Financial Model for the purposes of this deed as if it were agreed in accordance with the process provided under clause 50.1 of the Operative Provisions; and
- (b) the relevant sections of the Model Outputs Schedule of the updated Base Case Financial Model will be updated.

3. Financial Model Solving Steps

The following steps outline the financial model solving steps to be followed by OpCo. TfNSW may carry out these steps on an identical version of the Base Case Financial Model to verify the financial model solved by OpCo.

3.1 Financial Model Solving Step 1 (Updated key inputs)

On the Control Panel sheet, enter '2' in cell D3 (marked 'Active Scenario No.'). This will switch on the CDPD Payment.

The following assumptions should be updated in the financial model:

- (a) enter the CDPD Amount in cell D62 (marked CDPD Amount) on the Control Panel; and
- (b) enter the CDPD Payment Date in cell D63 (marked CDPD Amount Payment Date) on the Control Panel.

3.2 Financial Model Solving Step 2 (Optimisation)

Once the inputs have been updated the financial model needs to be solved. On the Control Panel sheet, click the button "Solve - Conditional Debt Pay Down".

3.3 Financial Model Solving Step 3 (Error review)

Once the financial model has been solved, it needs to be checked to ensure there are no errors. On the Control Panel sheet, cells K9:K11, K13:K14, K16:K18, K20:K26, D24:D25 should state "OK" and cell D26 should state "Model Solved". If it does not, the cause of error needs to be investigated. If it is reasonably determined by TfNSW that the error is immaterial then the check can be taken to be passed. If needed, resolve the financial model with reference to section 3.1 onwards before repeating the tests.

Schedule 27 — Schedule of Rates (Operations Phase)

(Clause 1.1, 9.11(c)(iv), 25.4(e) and Schedule 29)

1. Schedule of Rates instructions

(a) For each line item:

Unit - the base unit of measure for the item.

Labour Cost - includes the direct labour cost per Unit. This labour cost includes direct labour on-costs (e.g. annual leave, sick leave, long service leave, shift allowances, etc.).

Labour Overhead - only includes indirect costs per Unit that are variable in nature (e.g. local overhead including uniforms, tools, consumables and supervision etc associated with direct labour activities).

Labour Rate Category means the "Labour Rate Category" specified in clauses 2 and 3 of this Schedule 27.

Corporate Overhead - corporate overhead cost assigned to the Labour Rate Category for each Unit.

Other Costs - this is used to indicate where in house labour is not used to provide the service. Specialist sub-contractors may be used for specific tasks or for part of the overall task.

Profit Margin - the mark-up per defined Unit on Labour Cost, Labour Overhead and, if applicable, Corporate Overhead and Other Costs.

Total Rate per Unit - the total amount to be charged by OpCo for providing the unit comprising the sum of the Labour Cost, Labour Overhead, Corporate Overhead, Other Costs and Profit Margin per Unit for each Labour Rate Category.

(b) **Technician** duties include:

(i) in respect of signalling technicians:

A. preventive maintenance of signalling equipment;

B. emergency response and recovery of critical signalling equipment faults within the required response time and subsequent fault diagnosis and corrective maintenance work;

- C. first response to control and communication system faults (including, without limitation, Central Control System (as defined in SPR Appendix 1, public telecommunications systems, optical fibre backbone, local area network, PIDS (as defined in Schedule 2), public address (PA) system, CCTV (as defined in Schedule 2), remote in-saloon CCTV (as defined in Schedule 2) system, condition monitoring system, electronic access control (EAC) system);
- D. first response to other multi-disciplinary infrastructure equipment related faults, incidents or emergencies (including, without limitation, permanent way, civil, overhead line, power);
- E. performing life cycle maintenance (including, without limitation, asset overhaul, renewal, minor modification and improvement work) of signalling equipment and supervising contractors if work is done by contractors;
- F. ensuring works carried out by others on signalling equipment comply with all established procedures and pre-set standards;
- G. performing functional checks and participating in testing and commissioning of signalling and communication equipment to ensure conformance with specifications before handing over to asset owners or Customers; and
- H. supporting incident and accident investigations; or

(ii) in respect of track and civil technicians:

- A. conducting track inspections and patrolling and measurement on:
 - 1) civil structures;
 - 2) track; and
 - 3) railway protection related items;
- B. performing inspections of (without limitation):
 - 1) slope and retaining structures;
 - 2) tunnel;
 - 3) viaducts; and
 - 4) drainage systems;

- C. supervising Third Party Works; and
 - D. supporting incident and accident investigations; or
- (iii) in respect of building and tunnel Services technicians:
- A. preventative and corrective maintenance covering:
 - 1) building electrical and mechanical services;
 - 2) the tunnel ventilation system;
 - 3) Platform edge barriers;
 - 4) the pumping system; and
 - 5) trackside auxiliaries;
 - B. supervising Third Party Works; and
 - C. supporting incident and accident investigations.

(c) **Customer Service Attendant** duties include:

- (i) providing Customer services, responding to passenger enquiries, assisting disabled passengers;
- (ii) Station inspections;
- (iii) crowd management;
- (iv) handling accidents, incidents and emergency situations;
- (v) monitoring performance of Station cleaning by service contractors
- (vi) light cleaning duties;
- (vii) reporting Station equipment defects; and

(viii) driving Trains in situations when manual Train operation is required.

(d) All rates in this schedule are to be WPI Indexed.

2. Short-term

Rates applicable to operations and maintenance activities during the Operations Phase and that are not within the scope of the SPR, provided for a period less than or equal to three months in duration:

3. Long-term

Rates applicable to operations and maintenance activities during the Operations Phase and that are not within the scope of the SPR, provided for a period greater than three months in duration:

Schedule 28 — Energy Efficiency Opportunities

(Clause 11.8)

1. In this Schedule:

Approved Assessment Plan means an Assessment Plan approved by TfNSW under clauses 3 or 4.

Assessment Plan means a plan which purports to meet the requirements set out in clause 6.

EE Actions Report means a report which meets the requirements set out in clause 9.

EE Opportunity has the meaning given in clause 6(a).

First Reporting Period has the meaning given in clause 8(a).

Subsequent Reporting Period has the meaning given in clause 8(b).

2. During the Operations Phase OpCo must give an Assessment Plan to TfNSW:

(a) within 18 months following the first anniversary of Completion; and

(b) within 18 months following each fifth anniversary of Completion.

3. If TfNSW is satisfied that an Assessment Plan substantially meets the requirements set out in clause 6, TfNSW must give OpCo written notice that TfNSW approves the plan. If TfNSW has not refused to approve the Assessment Plan within 6 months after receiving it, TfNSW is deemed to have approved the plan.

4. If TfNSW is not satisfied that an Assessment Plan substantially meets the requirements set out in clause 6, TfNSW must give to OpCo:

(a) written notice of TfNSW's refusal to approve the Assessment Plan;

(b) a revised Assessment Plan that substantially meets the requirements set out in clause 6; and

(c) an invitation to OpCo to comment on the revised Assessment Plan within a specified period.

At the end of the period specified in the invitation, having considered any written comments received from OpCo within the period specified in the invitation, TfNSW must, acting reasonably, approve a revised Assessment Plan.

5. OpCo may give TfNSW a proposed variation to an Approved Assessment Plan. Clauses 3 and 4 apply to the variation as if it (together with the Approved Assessment Plan) were an Assessment Plan given to TfNSW.

6. An Assessment Plan is a plan which sets out:

(a) a proposal for assessing the opportunities for improving the energy efficiency of the Operations Activities (**EE Opportunity**) for each of the following periods:

(i) for the first such plan - the period commencing on Completion and ending on the day before the fifth anniversary of Completion; and

- (ii) for each successive plan - the period commencing on the relevant fifth anniversary of Completion and ending the day before the subsequent fifth anniversary of Completion;
 - (b) the particular actions that need to be done to assess the identified EE Opportunities;
 - (c) a deadline(s) for doing all of those actions; and
 - (d) the manner in which the EE Actions Report is to be made available to the public.
- 7. OpCo must implement the proposal in its Approved Assessment Plan for assessing the opportunities for improving the energy efficiency of the NWRL.
- 8. During the Operations Phase OpCo must prepare and make available to TfNSW and the public (including, if requested by TfNSW, on a particular website) an EE Actions Report for:
 - (a) in relation to the first EE Actions Report, the period of 24 months following Completion (**First Reporting Period**); and
 - (b) in relation to each subsequent EE Actions Report, the period of 12 months following the end of the First Reporting Period or the anniversary of that date (whichever is relevant) (**Subsequent Reporting Period**),

which report must be published within 30 months following Completion in respect of the first such report, and within 12 months after the previous report was published in respect of each subsequent report.
- 9. An EE Actions Report is a report which contains:
 - (a) a description of the way in which OpCo has carried out, during the relevant First or Subsequent Reporting Period, the proposal in its Approved Assessment Plan for assessing the opportunities for improving the energy efficiency of the Operations Activities;
 - (b) the results of carrying out that proposal;
 - (c) the response of OpCo to those results.
- 10. The EE Actions Report must:
 - (a) be signed by a person who is the chair of the board of directors, the chief executive officer, the managing director or an equivalent officer of OpCo; and
 - (b) include a statement by that person that the board of directors of OpCo has reviewed and noted the report.
- 11. OpCo must comply with any request by TfNSW for assistance or information to allow TfNSW to determine whether OpCo has complied, or is complying, with the requirements of this Schedule.
- 12. At any time, at its complete discretion, TfNSW may waive some or all of the requirements of this Schedule.

Schedule 29 — Net Financial Impact

(Clauses 26.7 and 29.15)

1. Application

Subject to the Operative Provisions:

- (a) OpCo is entitled to be compensated for the Net Financial Impact of the following events:
 - (i) Compensation Events;
 - (ii) Modifications directed by TfNSW under clause 29 of the Operative Provisions;
 - (iii) the Civil Works O&M Manuals contain any material departure from the assumptions for the Civil Works O&M Manuals set out in Schedule 39; and
 - (iv) TfNSW exercises its discretion pursuant to clause 17.10(e) of the Operative Provisions; and
- (b) TfNSW is entitled to be paid an amount calculated by reference to the Net Financial Impact in the circumstances set out in clause 35.3 or 35A.3 of the Operative Provisions,

(each of the events and circumstances referred to in paragraphs (a) and (b) being **NFI Events**).

Augmentation is not an NFI Event.

2. Calculation of Net Financial Impact

- (a) The Net Financial Impact of an NFI Event will be calculated having regard to:
 - (i) the incremental costs which an OpCo Entity incurs or will incur as a result of the NFI Event (including any reasonable costs incurred in avoiding, mitigating, preventing or eliminating the effects of the NFI Event), including:
 - A. design and construction costs;
 - B. manufacturing costs;
 - C. operation and maintenance costs;
 - D. financing costs;
 - E. external third party advisory costs; and
 - F. administrative and onsite overhead costs;
 - (ii) any loss of revenue which OpCo suffers or will suffer as a result of the NFI Event including any Service Payment Deduction;
 - (iii) any cost savings which accrue or will accrue to OpCo as a result of the NFI Event;

- (iv) any insurance proceeds, damages, compensation or other revenue which OpCo receives or is entitled to receive as a result of the NFI Event; and
 - (v) any liability to third parties incurred by OpCo as a result of the NFI Event.
- (b) Where an NFI Event involves the omission of work and its substitution with new work, the incremental costs incurred by OpCo exclude the value of the new work to the extent that the value of the new work is the same as the value of the work omitted.
 - (c) If in any month the incremental costs and loss of revenue incurred or suffered by OpCo as a result of an NFI Event exceeds the cost savings or revenue derived by OpCo as a result of the NFI Event, the Net Financial Impact for that month will be a negative amount.
 - (d) If in any month the cost savings or revenue derived by OpCo as a result of the NFI Event exceeds the incremental costs and loss of revenue incurred or suffered by OpCo as a result of an NFI Event, the Net Financial Impact for that month will be a positive amount.

3. Principles for calculating Net Financial Impact

3.1 Incremental costs and revenues only

Changes in costs and revenues are to be determined on an incremental basis where:

- (a) in the case of an increase in costs, only costs that would not be incurred but for the NFI Event are taken into account;
- (b) in the case of a reduction in costs, only savings that would not have accrued but for the NFI Event are taken into account;
- (c) in the case of an increase in revenues, only revenues that would not be received but for the NFI Event are taken into account; and
- (d) in the case of a decrease in revenues, only lost revenues that would have been received but for the NFI Event are taken into account.

3.2 Fair and reasonable, arm's length arrangements

All increases or decreases in costs and revenues included in the calculation must:

- (a) be fair and reasonable;
- (b) reflect commercial arm's length arrangements; and
- (c) where applicable, be based on the prices and rates set out in the Schedule of Rates.

3.3 Non-compliance with other obligations

The Net Financial Impact of an NFI Event will:

- (a) exclude any incremental costs or loss of revenue which would not have been incurred or suffered; and

(b) include any cost savings or additional revenue which would have been derived, had OpCo complied with its obligations under the Project Agreements.

3.4 Mitigation

Without limiting clause 3.3, the Net Financial Impact of an NFI Event will:

(a) exclude any incremental costs or loss of revenue which would not have been incurred or suffered; and

(b) include any cost savings or additional revenue which would have been derived, had OpCo complied with clause 26.8 of the Operative Provisions.

3.5 Margins

(a) Subject to clause 3.5(b), 3.5(c) and 3.5(e), neither OpCo nor the Core Contractors will be entitled to any amount on account of profit or offsite overheads in respect of any incremental costs incurred as a result of an NFI Event.

(b)

(c)

(d)

(e)

3.6 Redundancy payments

Any redundancy payments which are necessary as a result of an NFI Event (but excluding annual leave, rostered days off and long service leave entitlements) will be included provided OpCo (or the relevant OpCo Contractor) has used reasonable endeavours to avoid or minimise the cost of those redundancies.

3.7 Insurance costs

All insurance cost impacts must be included in the calculations, until the next adjustment in accordance with clause 38.16 of the Operative Provisions.

3.8 Expiry Date

The calculations will assume that the Term will end on the Expiry Date.

3.9 No double counting

Any Net Financial Impact must be calculated in accordance with this Schedule 29 without any double counting.

3.10 NFI Breakdown Schedule

- (a) At TfNSW's request, OpCo must provide all information reasonably required to be provided for an NFI Event in accordance with clauses 3.10(b) and 3.10(c), to enable an assessment of the applicable compensation for the NFI Event, including base costs and entitlement to margins (where payable) calculated in accordance with this Schedule.
- (b) OpCo will provide, and will procure that the relevant Core Contractors provide, a reasonable breakdown of the relevant calculation of the Net Financial Impact being a detailed cost breakdown, including preliminaries, labour, equipment, materials,

subcontract, finance and other costs as set out in the NFI Breakdown Schedule in attachment 1 to this Schedule).

- (c) OpCo must allow, and must procure that the relevant Core Contractors and Significant Contractors allow, TfNSW, its Associates or any other person authorised by TfNSW to review the reasonable details of the calculation to verify compliance with this Schedule (as agreed between the parties).

3.11 No unnecessary contracting layers

No entity which is a joint venture participant in the D&C Contractor or a shareholder in the O&M Contractor, or a Related Body Corporate of such an entity, may perform work arising out of a Modification as a subcontractor to a Core Contractor or to any other contractor further down the contracting chain without TfNSW's consent (such consent not to be unreasonably withheld if that entity is already engaged in relation to such work).

3.12 Adjustment to OTS Independent Certifier's fee

The parties acknowledge and agree that:

- (a) under Schedule 2 of the OTS Independent Certifier Deed:
 - (i) the OTS Independent Certifier is entitled to an adjustment to its fee in the circumstances set out in clause 3(c) of Schedule 2 of the Independent Certifier Deed;
 - (ii) OpCo will be liable for the adjustment where the event which triggers the increase arises out of an act or omission of OpCo, but TfNSW will be liable for the adjustment in all other circumstances; and
 - (iii) to the extent that the OTS Independent Certifier is entitled to reimbursement for additional travel and accommodation costs as a result of an event referred to in clause 3(c) of Schedule 2 of the Independent Certifier Deed, OpCo will be liable for the additional costs where the event which triggers the additional costs arises out of an act or omission of OpCo, but TfNSW will be liable for the additional costs in all other circumstances;
- (b) some of the events referred to in clause 3(c) of Schedule 2 to the Independent Certifier Deed include a 'threshold' which must be consumed before the OTS Independent Certifier becomes entitled to the adjustment to its fee;
- (c) if an NFI Event consumes some or all of the threshold, and the OTS Independent Certifier subsequently becomes entitled to an adjustment to its fee as a result of an event which arises out of an act or omission of OpCo, the consumption of the threshold by the NFI Event will result in OpCo being liable for a greater amount than would be the case if the NFI Event had not occurred;
- (d) however, if an NFI Event consumes some or all of the threshold, and the OTS Independent Certifier does not subsequently become entitled to an adjustment to its fee as a result of an event which arises out of an act or omission of OpCo, the consumption of the threshold by the NFI Event will not result in OpCo being liable for a greater amount than would be the case if the NFI Event had not occurred;
- (e) in the circumstances referred to in paragraph (c), the Net Financial Impact of the NFI Event should include the additional amount for which OpCo subsequently becomes liable;

- (f) however, in the circumstances referred to in paragraph (d), the Net Financial Impact of the NFI Event should not include any additional amount on account of the consumption of the threshold as the consumption of the threshold does not subsequently cause OpCo to be liable for a greater amount; and
- (g) if an NFI Event for which OpCo is entitled to receive compensation under this deed results in the circumstance referred to in paragraph (c), OpCo will be entitled to be compensated for the additional Net Financial Impact at the time OpCo becomes liable for the adjustment to the OTS Independent Certifier's fee (or for any associated additional travel and accommodation costs). This will apply notwithstanding:
 - (i) in respect of a Compensation Event:
 - A. that OpCo's written Claim under clause 26.3(b) of the Operative Provisions did not include OpCo's potential liability for an adjustment to the OTS Independent Certifier's fee (or for any associated additional travel and accommodation costs) in the Net Financial Impact; or
 - B. clause 26.4 of the Operative Provisions; or
 - (ii) in respect of a Modification, the fact that the value of the Modification agreed or determined did not take into account the potential future impact of the Modification on OpCo's liability for an adjustment to the OTS Independent Certifier's fee (or for any associated additional travel and accommodation costs).

Paragraph (a) of this clause 3.12 is a summary only of the relevant provisions of Schedule 2 of the OTS Independent Certifier Deed, and is not intended to affect the interpretation of those provisions.

4. Financing

If TfNSW requests that an OpCo Entity fund some or all of the incremental costs arising from an NFI Event, OpCo must:

- (a) use all reasonable endeavours to obtain competitive financing for such costs;
- (b) advise TfNSW of the basis (if any) on which an OpCo Entity is able to finance such costs and the resulting Net Financial Impact.

5. Compensable Change in Law or Compensable Change in NSW Government Policy

5.1 Project-Specific Change in Law, Project-Specific Change in NSW Government Policy or Changes in Disability Law, Environmental Law or Rail Safety Law

Where a Compensation Event is due to:

- (a) a Project-Specific Change in Law (other than a Project-Specific Change in Law of the Commonwealth of Australia with respect to Tax);
- (b) a Project-Specific Change in NSW Government Policy;

- (c) a Change in Disability Law;
- (d) a Change in Environmental Law; or
- (e) a Change in Rail Safety Law,

TfNSW will be liable for 100% of any negative Net Financial Impact.

5.2 General Change in Law or General Change in NSW Government Policy

Where a Compensation Event is due to a General Change in Law (other than with respect to Tax) or a General Change in NSW Government Policy, TfNSW will only be liable for the portion of the negative Net Financial Impact as follows and on the basis that the thresholds apply to the aggregate cost and revenue impacts of all General Changes in Law and all General Changes in NSW Government Policy (rather than to each General Change in Law or each General Change in NSW Government Policy individually):

- (a) **(capital expenditure):** where the aggregate of the capital cost impacts on OpCo of all General Changes in Law and General Changes in NSW Government Policy during the Term equals:
 - (i) from \$0 to \$1 million in aggregate, 0% of the capital cost component of the Net Financial Impact;
 - (ii) from \$1,000,001 to \$2 million in aggregate:
 - A. 0% of the capital cost component of the Net Financial Impact from \$0 to \$1 million; and
 - B. 50% of the capital cost component of the Net Financial Impact from \$1,000,001 to \$2 million; and
 - (iii) greater than \$2 million in aggregate:
 - A. 0% of the capital cost component of the Net Financial Impact from \$0 to \$1 million;
 - B. 50% of the portion of the capital cost component of the Net Financial Impact from \$1,000,001 to \$2 million; and
 - C. 100% of the capital cost component of the Net Financial Impact which is above \$2,000,001; and
- (b) **(operating costs and revenues):** for operating cost and/or revenue impacts on OpCo of General Changes in Law and General Changes in NSW Government Policy where the additional operating costs and/or loss of revenue would not otherwise be expected to be incorporated into the Service Payment as a consequence of the indexation or benchmarking of Service Payments pursuant to this deed:
 - (i) from \$0 to \$50,000 in aggregate per month, 0% of the operating cost and/or revenue component of the Net Financial Impact;
 - (ii) from \$50,001 to \$100,000 in aggregate per month:
 - A. 0% of the operating cost and/or revenue component of the Net Financial Impact from \$0 to \$50,000; and

- B. 50% of the operating cost and/or revenue component of the Net Financial Impact from \$50,001 to \$100,000; and
- (iii) greater than \$100,001 in aggregate per month:
 - A. 0% of the operating cost and/or revenue component of the Net Financial Impact from \$0 to \$50,000; and
 - B. 50% of the operating cost and/or revenue component of the Net Financial Impact from \$50,001 to \$100,000; and
 - C. 100% of the operating cost and/or revenue component of the Net Financial Impact which is above \$100,001.

Each amount referred to in this clause 5.2 will be CPI Indexed.

6. Compensation arrangements

6.1 If agreed

- (a) The parties can agree that OpCo will be compensated (or where clause 35.3 or 35A.4 of the Operative Provisions applies, TfNSW will be paid) for the Net Financial Impact of an NFI Event by any one or more of the following means:
 - (i) an adjustment to the Indexed Availability Fee (as defined in Schedule 2) or the Indexed Life Cycle Component (as defined in Schedule 2);
 - (ii) a single lump sum payment, or a series of lump sum payments;
 - (iii) milestone payments; or
 - (iv) any other means which the parties may agree (including, for example, an extension to the Term).
- (b) If the parties agree the arrangements by which OpCo will be compensated (or TfNSW will be paid) then TfNSW (or if applicable, OpCo) must provide the agreed compensation in accordance with the agreed arrangements.

6.2 If not agreed

If the parties do not agree upon an arrangement for the payment of compensation, then:

- (a) if the actual Net Financial Impact of an NFI Event in any month is a negative amount, that amount will become payable by TfNSW to OpCo after the end of the relevant month; and
- (b) if the actual Net Financial Impact of an NFI Event in any month is a positive amount, that amount will become payable by OpCo to TfNSW after the end of the relevant month.

6.3 Claims for payment

OpCo may submit claims for payments due under this clause 6.3 in accordance with clause 25 of the Operative Provisions. Without limiting clause 25.11 of the Operative Provisions, TfNSW may deduct from amounts which are due from TfNSW to OpCo under this deed, any amounts which are due from OpCo to TfNSW under this clause 6.3.

Attachment 1 -

Schedule 30 — Pre-Agreed Options

(Clause 31(b))

Pre-Agreed Option 1A - Design of subsurface pedestrian link at Norwest Station

Description:	The design of a subsurface pedestrian link under Norwest Boulevard at Norwest Station for pedestrian use.
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 1A.
Pre-Agreed Option Construction Payment:	<p>The Pre-Agreed Option Construction Payment for each month is increased by the amount specified in the column headed "Pre-Agreed Option Construction Payment - Pre-Agreed Option 1A - Norwest Subsurface Pedestrian Link" for that month in the Pre-Agreed Option Construction Payment schedule in the Model Outputs Schedule.</p> <p>To the extent that amounts in the Model Outputs Schedule are for a date prior to the Effective Date, then those amounts are payable at the first payment date following the Effective Date.</p>
Adjustment to Construction Payment A:	The Construction Payment A for each month is increased by the amount specified in the column headed "Construction Payment A - Pre-Agreed Option 1A - Norwest Subsurface Pedestrian Link" for that month in the Construction Payment A schedule in the Model Outputs Schedule.
Adjustment to Schedule 2:	No adjustment.
Adjustment to Date for Completion:	No adjustment.
Amendments to Operative Provisions:	No amendments.
Amendments to Exhibit 1, SPR:	The SPR is amended as set out in section 1.1 of SPR Appendix 61.

Pre-Agreed Option 1B - Construction, operation and maintenance of Subsurface Pedestrian Link at Norwest Station

Description:	<p>The construction, operation and maintenance of a subsurface pedestrian link under Norwest Boulevard at Norwest Station for pedestrian use.</p> <p>TfNSW may only exercise Pre-Agreed Option 1B if it has exercised Pre-Agreed Option 1A.</p>
Election Date:	

Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 1B.
Adjustment to Construction Payment A:	<p>The Construction Payment A for each month is increased by the amount specified in the three columns headed "Construction Payment A - Pre-Agreed Option 1B - Norwest Subsurface Pedestrian Link" for that month in the Construction Payment A schedule in the Model Outputs Schedule. Each column reflecting the Construction Payment A is expressed in the original currency in which the costs have been incurred.</p> <p>All amounts in foreign currency will be converted to AUD at the Effective Date via a process consistent to that set out for converting foreign exchange in the Financial Close Adjustment Protocol, with the Effective Date being the date that forward exchange rates are set. Following this conversion process, the Model Outputs Schedule will be updated to include amounts in AUD only.</p>
Adjustment to Schedule 2:	<p>The amounts specified in the column headed "Components of the Base Availability Fee (\$ per annum)" in the table which appears in clauses 1.1(a) and 1.1(b) of Annexure A to Schedule 2 are increased by the amounts specified in the column headed "Pre-Agreed Option 1B - Norwest Subsurface Pedestrian Link" in the Base Availability Fee tables 1.1(a) and 1.1(b) respectively in the Model Outputs Schedule.</p> <p>The amounts specified in the column headed "Base Lifecycle Component (BLCCy) (\$ per annum)" in the table which appears in clause 1.2(a) of Annexure A to Schedule 2 are increased by the amounts specified in the column headed "Pre-Agreed Option 1B - Norwest Subsurface Pedestrian Link" in the Base Lifecycle Component table in the Model Outputs Schedule.</p>
Adjustment to Date for Completion:	No adjustment.
Amendments to Operative Provisions:	<p>The Operative Provisions are amended as follows:</p> <p>Inserting the following definition after the definition of North West Rail Link in clause 1.1 of the Operative Provisions:</p> <p>Norwest Subsurface Pedestrian Link Planning Approval means the approval to be obtained for Pre-Agreed Option 1B in accordance with the EP&A Act.</p> <p>Amending the definition of Planning Approvals by adding the following after paragraph (e) (or after paragraph (f) if TfNSW has exercised Pre-Agreed Option 2B) and re-lettering the paragraphs accordingly:</p> <p>"(f) the Norwest Subsurface Pedestrian Link Planning Approval;"</p> <p>Amending clause 6.6(b) of the Operative Provisions by adding the following after clause 6.6(b)(iii) of the Operative Provisions (or after clause 6.6(b)(iv) of the Operative Provisions if TfNSW has exercised Pre-Agreed Option 2B) and re-numbering the clauses accordingly:</p> <p>"(iv) the Norwest Subsurface Pedestrian Link Planning Approval;"</p> <p>Inserting the following clause after clause 6.11 of the Operative Provisions (or after clause 6.12 of the Operative Provisions if TfNSW has exercised Pre-Agreed Option 2B):</p>

	<p>6.12 Norwest Subsurface Pedestrian Link Planning Approval</p> <p>(a) OpCo and TfNSW acknowledge and agree that:</p> <p>(i) the Norwest Subsurface Pedestrian Link Planning Approval has not been obtained as at the Effective Date in respect of Pre-Agreed Option 1B;</p> <p>(ii) as at the Effective Date in respect of Pre-Agreed Option 1B, it is anticipated that the conditions of the Norwest Subsurface Pedestrian Link Planning Approval will be substantially the same as the conditions of the Project Planning Approval 2 (to the extent relevant to Pre-Agreed Option 1B); and</p> <p>(iii) the allocation of responsibility for compliance with the conditions of the Norwest Subsurface Pedestrian Link Planning Approval will be as described in clause 3.2 of Schedule 5 (to the extent relevant to Pre-Agreed Option 1B).</p> <p>(b) TfNSW must provide OpCo with a copy of the Norwest Subsurface Pedestrian Link Planning Approval promptly after it is granted.</p> <p>(c) TfNSW must ensure that the Norwest Subsurface Pedestrian Link Planning Approval is granted by 11 November 2015.</p> <p>(d) A Compensation Event will occur if the conditions of the Norwest Subsurface Pedestrian Link Planning Approval are not substantially the same as the conditions of the Project Planning Approval 2 (to the extent relevant to Pre-Agreed Option 1B) including as a result of the Norwest Subsurface Pedestrian Link Planning Approval containing additional conditions.</p>						
<p>Amendments to Exhibit 1, SPR:</p>	<p>The SPR is amended as set out in section 1.2 of SPR Appendix 61.</p>						
<p>Amendments to Exhibit 2, Site Access Schedule:</p>	<p>Table 1 – Site Access Date in clause 2(a) of Exhibit 2 is amended by:</p> <p>1. deleting the following row:</p> <table border="1" data-bbox="507 1330 1401 1491"> <tr> <td data-bbox="507 1330 644 1491">21</td> <td data-bbox="644 1330 983 1491">Area 'M9', Area 'M10', Area 'M11', Area 'M12' and Area 'M14' in Figure 2.1</td> <td data-bbox="983 1330 1401 1491">13/05/2016</td> </tr> </table> <p>and</p> <p>2. replacing it with the following row:</p> <table border="1" data-bbox="507 1644 1401 1841"> <tr> <td data-bbox="507 1644 644 1841">21</td> <td data-bbox="644 1644 983 1841">Area 'M9', Area 'M10', Area 'M11', Area 'M12', Area 'M14', Area 'M15', Area 'M16' and Area 'M17' in Figure 2.1</td> <td data-bbox="983 1644 1401 1841">13/05/2016</td> </tr> </table> <p>Table 3 – Site access restrictions in clause 3 of Exhibit 2 is amended by, after the row:</p>	21	Area 'M9', Area 'M10', Area 'M11', Area 'M12' and Area 'M14' in Figure 2.1	13/05/2016	21	Area 'M9', Area 'M10', Area 'M11', Area 'M12', Area 'M14', Area 'M15', Area 'M16' and Area 'M17' in Figure 2.1	13/05/2016
21	Area 'M9', Area 'M10', Area 'M11', Area 'M12' and Area 'M14' in Figure 2.1	13/05/2016					
21	Area 'M9', Area 'M10', Area 'M11', Area 'M12', Area 'M14', Area 'M15', Area 'M16' and Area 'M17' in Figure 2.1	13/05/2016					

	<p>Area 'M12' and Area 'M14' in Figure 2.1</p>	<ul style="list-style-type: none"> • The functionality and amenity of access to Lot 5072 DP878258 and Lot 1 DP1129197 as at the date of this deed must be maintained at all times that the businesses and places of worship operating at Lot 5072 DP878258 and Lot 1 DP1129197 are open, including access for light and heavy vehicles, pedestrians, the mobility impaired and pedal cyclists unless otherwise agreed with the places of worship and businesses. • The only works that may be constructed in this area are: <ul style="list-style-type: none"> ○ Local Area Works.
<p>inserting the following row:</p>		
	<p>Area 'M15' and Area 'M16' in Figure 2.1</p>	<ul style="list-style-type: none"> • The only works that may be constructed in these areas are: <ul style="list-style-type: none"> ○ the Norwest Subsurface Pedestrian Link.

Pre-Agreed Option 2A - Design of subsurface pedestrian link at Castle Hill Station

Description:	The design of a subsurface pedestrian link under Old Castle Hill Road at Castle Hill Station for pedestrian use.
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 2A.
Pre-Agreed Option Construction Payment:	<p>The Pre-Agreed Option Construction Payment for each month is increased by the amount specified in the column headed "Pre-Agreed Option Construction Payment - Pre-Agreed Option 2A - Castle Hill Subsurface Pedestrian Link" for that month in the Pre-Agreed Option Construction Payment schedule in the Model Outputs Schedule.</p> <p>To the extent that amounts in the Model Outputs Schedule are for a date prior to the Effective Date, then those amounts are payable at the first payment date following the Effective Date.</p>
Adjustment to Construction Payment A:	The Construction Payment A for each month is increased by the amount specified in the column headed "Construction Payment A - Pre-Agreed Option 2A - Castle Hill Subsurface Pedestrian Link" for that month in the Construction Payment A schedule in the Model Outputs Schedule.
Adjustments to Schedule 2:	No adjustment.

Adjustment to Date for Completion:	No adjustments.
Amendments to Operative Provisions:	No amendments.
Amendments to Exhibit 1, SPR:	The SPR is amended as set out in section 1.3 of SPR Appendix 61.

Pre-Agreed Option 2B - Construction, operation and maintenance of subsurface pedestrian link at Castle Hill Station

Description:	<p>The construction, operation and maintenance of a subsurface pedestrian link under Old Castle Hill Road at Castle Hill Station for pedestrian use.</p> <p>TfNSW may only exercise Pre-Agreed Option 2B if it has exercised Pre-Agreed Option 2A.</p>
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 2B.
Adjustment to Construction Payment A:	<p>The Construction Payment A for each month is increased by the amount specified in the three columns headed "Construction Payment A - Pre-Agreed Option 2B - Castle Hill Subsurface Pedestrian Link" for that month in the Construction Payment A schedule in the Model Outputs Schedule. Each column reflecting the Construction Payment A is expressed in the original currency in which the costs have been incurred.</p> <p>To the extent that amounts in the Model Outputs Schedule are for a date prior to the Effective Date, then those amounts are payable at the first payment date following the Effective Date.</p> <p>All amounts in foreign currency will be converted to AUD at the Effective Date via a process consistent to that set out for converting foreign exchange in the Financial Close Adjustment Protocol, with the Effective Date being the date that forward exchange rates are set. Following this conversion process, the Model Outputs Schedule will be updated to include amounts in AUD only.</p>
Adjustment to Schedule 2:	No adjustment.
Adjustment to Date for Completion:	No adjustment.
Amendments to Operative Provisions:	<p>The Operative Provisions are amended as follows:</p> <p>Inserting the following definition after the definition of Car Park in clause 1.1 of the Operative Provisions:</p> <p>Castle Hill Subsurface Pedestrian Link Planning Approval means the approval to be obtained for Pre-Agreed Option 2B in accordance with the EP&A</p>

	<p>Act.</p> <p>Amending the definition of Planning Approvals by adding the following after paragraph (e) (or after paragraph (f) if TfNSW has exercised Pre-Agreed Option 1B) and re-lettering the paragraphs accordingly:</p> <p>"(f) the Castle Hill Subsurface Pedestrian Link Planning Approval;"</p> <p>Amending clause 6.6(b) of the Operative Provisions by adding the following after 6.6(b)(iii) of the Operative Provisions (or after clause 6.6(b)(iv) of the Operative Provisions if TfNSW has exercised Pre-Agreed Option 1B) and re-numbering the clauses accordingly:</p> <p>"(iv) the Castle Hill Subsurface Pedestrian Link Planning Approval;"</p> <p>Inserting the following clause after 6.11 of the Operative Provisions (or after clause 6.12 of the Operative Provisions if TfNSW has exercised Option 1B):</p> <p>6.12 Castle Hill Subsurface Pedestrian Link Planning Approval</p> <p>(a) OpCo and TfNSW acknowledge and agree that:</p> <p>(i) the Castle Hill Subsurface Pedestrian Link Planning Approval has not been obtained as at the Effective Date in respect of Pre-Agreed Option 2B;</p> <p>(ii) as at the Effective Date in respect of Pre-Agreed Option 2B, it is anticipated that the conditions of the Castle Hill Subsurface Pedestrian Link Planning Approval will be substantially the same as the conditions of the Project Planning Approval 2 (to the extent relevant to Pre-Agreed Option 2B); and</p> <p>(iii) the allocation of responsibility for compliance with the conditions of the Castle Hill Subsurface Pedestrian Link Planning Approval will be as described in clause 3.2 of Schedule 5 (to the extent relevant to Pre-Agreed Option 2B).</p> <p>(b) TfNSW must provide OpCo with a copy of the Castle Hill Subsurface Pedestrian Link Planning Approval promptly after it is granted.</p> <p>(c) TfNSW must ensure that the Castle Hill Subsurface Pedestrian Link Planning Approval is granted by 30 September 2016.</p> <p>(d) A Compensation Event will occur if the conditions of the Castle Hill Subsurface Pedestrian Link Planning Approval are not substantially the same as the conditions of the Project Planning Approval 2 (to the extent relevant to Pre-Agreed Option 2B) including as a result of the Castle Hill Subsurface Pedestrian Link Planning Approval containing additional conditions.</p>			
<p>Amendments to Exhibit 1, SPR:</p>	<p>The SPR is amended as set out in section 1.4 of SPR Appendix 61.</p>			
<p>Amendments to Exhibit 2, Site Access Schedule:</p>	<p>Table 1 – Site Access Date in clause 2(a) of Exhibit 2 is amended by:</p> <p>1. deleting the following row:</p> <table border="1" data-bbox="523 1932 1410 2018"> <tr> <td data-bbox="523 1932 660 2018">11</td> <td data-bbox="660 1932 995 2018">Area 'K1' in Figure 2.1</td> <td data-bbox="995 1932 1410 2018">03/04/2017</td> </tr> </table>	11	Area 'K1' in Figure 2.1	03/04/2017
11	Area 'K1' in Figure 2.1	03/04/2017		

	<p>and</p> <p>2. replacing it with the following row:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 10%; text-align: center;">11</td> <td style="width: 50%;">Area 'K1' and Area 'K2' in Figure 2.1</td> <td style="width: 40%; text-align: center;">03/04/2017</td> </tr> </table> <p>Table 3 – Site access restrictions in clause 3 of Exhibit 2 is amended by, after the row:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 45%;">Area 'J2' in Figure 2.1</td> <td> <ul style="list-style-type: none"> • The only works that may be constructed in this area are: <ul style="list-style-type: none"> ○ Temporary Works; ○ landscaping; ○ shared pathways as identified in section 5 of SPR Appendix 6; and/or ○ Utility Service Works. </td> </tr> </table> <p>inserting the following row:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 45%;">Area 'K2' in Figure 2.1</td> <td> <ul style="list-style-type: none"> • The only works that may be constructed in these areas are: <ul style="list-style-type: none"> ○ the Castle Hill Subsurface Pedestrian Link. </td> </tr> </table>		11	Area 'K1' and Area 'K2' in Figure 2.1	03/04/2017	Area 'J2' in Figure 2.1	<ul style="list-style-type: none"> • The only works that may be constructed in this area are: <ul style="list-style-type: none"> ○ Temporary Works; ○ landscaping; ○ shared pathways as identified in section 5 of SPR Appendix 6; and/or ○ Utility Service Works. 	Area 'K2' in Figure 2.1	<ul style="list-style-type: none"> • The only works that may be constructed in these areas are: <ul style="list-style-type: none"> ○ the Castle Hill Subsurface Pedestrian Link.
11	Area 'K1' and Area 'K2' in Figure 2.1	03/04/2017							
Area 'J2' in Figure 2.1	<ul style="list-style-type: none"> • The only works that may be constructed in this area are: <ul style="list-style-type: none"> ○ Temporary Works; ○ landscaping; ○ shared pathways as identified in section 5 of SPR Appendix 6; and/or ○ Utility Service Works. 								
Area 'K2' in Figure 2.1	<ul style="list-style-type: none"> • The only works that may be constructed in these areas are: <ul style="list-style-type: none"> ○ the Castle Hill Subsurface Pedestrian Link. 								

Pre-Agreed Option 3 - Deletion of Car Parks at Bella Vista Station

Description:	Deletion of the multi-deck and on grade car parks at Bella Vista Station.
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 3.
Adjustment to Construction Payment A:	The Construction Payment A for each month is reduced by the amount specified in the column headed "Construction Payment A - Pre-Agreed Option 3 - Deletion of Carparks at Bella Vista Station" for that month in the Construction Payment A schedule in the Model Outputs Schedule.
Adjustment to Schedule 2:	The amounts specified in the column headed "Components of the Base Availability Fee (\$ per annum)" in the table which appears in clauses 1.1(a) and 1.1(b) of Annexure A to Schedule 2 are decreased by the amounts specified in the column headed "Pre-Agreed Option 3 - Deletion of Carparks at Bella Vista Station" in the Base Availability Fee tables 1.1(a) and 1.1(b) respectively in the Model Outputs Schedule.
Adjustment to Date	No adjustment.

for Completion:																
Amendments to Operative Provisions:	<p>Clause 9.11 of the Operative Provisions is amended by adding the following new numbered paragraph after paragraph 9.11(d):</p> <p>"TfNSW must procure that its contractor retains and maintains (or, if necessary, diverts) all existing and any new stormwater lines provided by the TSC Contractor, the SVC Contractor or OpCo in Area 'N38', Area 'N39', Area 'N40', Area 'N41' and Area 'N42' until OpCo achieves Precinct completion on 31 December 2018 or when the stormwater line becomes redundant."</p>															
Amendments to Exhibit 1, SPR:	The SPR is amended as set out in section 1.5 of SPR Appendix 61.															
Amendments to Exhibit 2, Site Access Schedule:	<p>Table 1 – Site Access Date in clause 2(a) of Exhibit 2 is amended by:</p> <p>1. deleting the following row:</p> <table border="1" data-bbox="518 831 1412 958"> <tr> <td>27</td> <td>Area 'N39', Area 'N40', Area 'N41' and Area 'N42' in Figure 2.1</td> <td>21/03/2017</td> </tr> </table> <p>and</p> <p>2. replacing it with the following row:</p> <table border="1" data-bbox="518 1113 1412 1240"> <tr> <td>27</td> <td>Area 'N39', Area 'N41' and Area 'N42' in Figure 2.1</td> <td>21/03/2017</td> </tr> </table> <p>Table 2 – Site Access Expiry Date in clause 2(b) of Exhibit 2 is amended by, after the following row:</p> <table border="1" data-bbox="518 1391 1437 1641"> <tr> <td>10</td> <td>The area of the Construction Site comprised of: <ul style="list-style-type: none"> Area 'N21', Area 'N22', Area 'N24' and Area 'N27' in Figure 2.1 </td> <td>30/06/2018</td> </tr> </table> <p>inserting the following rows:</p> <table border="1" data-bbox="518 1731 1437 1993"> <tr> <td>10a</td> <td>The area of the Construction Site comprised of: <ul style="list-style-type: none"> Area 'N38' and Area 'N39' in Figure 2.1 </td> <td>15/09/2017</td> </tr> <tr> <td>10b</td> <td>Area 'N41' in Figure 2.1</td> <td>15/09/2017</td> </tr> </table>	27	Area 'N39', Area 'N40', Area 'N41' and Area 'N42' in Figure 2.1	21/03/2017	27	Area 'N39', Area 'N41' and Area 'N42' in Figure 2.1	21/03/2017	10	The area of the Construction Site comprised of: <ul style="list-style-type: none"> Area 'N21', Area 'N22', Area 'N24' and Area 'N27' in Figure 2.1 	30/06/2018	10a	The area of the Construction Site comprised of: <ul style="list-style-type: none"> Area 'N38' and Area 'N39' in Figure 2.1 	15/09/2017	10b	Area 'N41' in Figure 2.1	15/09/2017
27	Area 'N39', Area 'N40', Area 'N41' and Area 'N42' in Figure 2.1	21/03/2017														
27	Area 'N39', Area 'N41' and Area 'N42' in Figure 2.1	21/03/2017														
10	The area of the Construction Site comprised of: <ul style="list-style-type: none"> Area 'N21', Area 'N22', Area 'N24' and Area 'N27' in Figure 2.1 	30/06/2018														
10a	The area of the Construction Site comprised of: <ul style="list-style-type: none"> Area 'N38' and Area 'N39' in Figure 2.1 	15/09/2017														
10b	Area 'N41' in Figure 2.1	15/09/2017														

	10c	Area 'N42' in Figure 2.1	15/05/2018
<p>Table 3 – Site access restrictions in clause 3 of Exhibit 2 is amended by, after the row:</p>			
<p>Area 'N3', Area 'N4', Area 'N5' and Area 'N6' in Figure 2.1</p>		<p>The functionality and amenity of access to Lot 7 DP270243 and Lot 6 DP270243 as at the date of this deed must be maintained at all times that the businesses operating at Lot 7 DP270243 or Lot 6 DP270243 are open, including access for light and heavy vehicles, pedestrians, the mobility impaired and pedal cyclists.</p>	
<p>inserting the following row:</p>			
<p>Area 'N7' and Area 'N8' in Figure 2.1</p>		<ul style="list-style-type: none"> • Vehicular access to Area 'N38', Area 'N39', Area 'N41' and Area 'N42' in Figure 2.1 must be provided for Other Contractors at all times from the corresponding Site Access Expiry Dates for Area 'N38', Area 'N39', Area 'N41' and Area 'N42' in Figure 2.1. 	

Pre-Agreed Option 4 - Deletion of Car Parks at Showground Station

Description:	Deletion of the multi-deck car parks at Showground Station.
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 4.
Adjustment to Construction Payment A:	The Construction Payment A for each month is reduced by the amount specified in the column headed "Construction Payment A - Pre-Agreed Option 4 - Deletion of Carparks at Showground Station" for that month in the Construction Payment A schedule in the Model Outputs Schedule.
Adjustment to Schedule 2:	The amounts specified in the column headed "Components of the Base Availability Fee (\$ per annum)" in the table which appears in clauses 1.1(a) and 1.1(b) of Annexure A to Schedule 2 are decreased by the amounts specified in the column headed "Pre-Agreed Option 4 - Deletion of Carparks at Showground Station" in the Base Availability Fee tables 1.1(a) and 1.1(b) respectively in the Model Outputs Schedule.
Adjustment to Date for Completion:	No adjustment.
Amendments to Operative Provisions:	<p>Clause 9.11 of the Operative Provisions is amended by adding the following new numbered paragraph after paragraph 9.11(d):</p> <p>"TfNSW must procure that its contractor retains and maintains (or, if necessary, diverts) all existing stormwater and any new stormwater lines provided by the</p>

	TSC Contractor in Area 'L12' and Area 'L13' until OpCo achieves Precinct completion on 17 September 2018 or when the stormwater line becomes redundant."	
Amendments to Exhibit 1, SPR:	The SPR is amended as set out in section 1.6 of SPR Appendix 61.	
Amendments to Exhibit 2, Site Access Schedule:	Table 2 – Site Access Expiry Date in clause 2(b) of Exhibit 2 is amended by, after the following row:	
	5	Area 'L6', Area 'L9' and Area 'L10' in Figure 2.1 14/11/2018
	inserting the following row:	
	5a	The area of the Construction Site comprised of: <ul style="list-style-type: none">Area 'L12' and Area 'L13' in Figure 2.1 01/05/2017
	Table 3 – Site access restrictions in clause 3 of Exhibit 2 is amended by:	
	1. deleting the following row:	
	Lot 140 DP 1180973 excluding Area 'L2', Area 'L3', Area 'L4', Area 'L5', Area 'L6', Area 'L7', Area 'L8', Area 'L9', Area 'L10', Area 'L11', Area 'L12' and Area 'L13' in Figure 2.1	<ul style="list-style-type: none">The functionality and amenity of access to Lot 199 DP752020 and Lot 141 DP1180973 as at the date of this deed must be maintained at all times, including access for light and heavy vehicles, pedestrians, the mobility impaired and pedal cyclists.
	and	
	2. replacing it with the following row:	
	Lot 140 DP 1180973 excluding Area 'L2', Area 'L3', Area 'L4', Area 'L5', Area 'L6', Area 'L7', Area 'L8', Area 'L9', Area 'L10', Area 'L11', Area 'L12' and Area 'L13' in Figure 2.1	<ul style="list-style-type: none">The functionality and amenity of access to Lot 199 DP752020 and Lot 141 DP1180973 as at the date of this deed must be maintained at all times, including access for light and heavy vehicles, pedestrians, the mobility impaired and pedal cyclists.Vehicular access to Area 'L12' and Area 'L13' in Figure 2.1 must be provided for Other Contractors at all times from the corresponding Site Access Expiry Dates for Area 'L12' and Area 'L13' in Figure 2.1.

Pre-Agreed Option 5 - Increases to Service Change Limitations

Description:	Varying the Service Change Limitations, involving the introduction of additional Trains and changes to the Rapid Transit Rail Facility to a maximum of 18 Trains per hour during Peak Period (3:20 minute Headways; 20,772 pphpd).
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 5.
Adjustment to Schedule 2:	<p>1. The amounts specified in the column headed "Components of the Base Availability Fee (\$ per annum)" in the table which appears in clauses 1.1(a) and 1.1(b) of Annexure A to Schedule 2 are increased by:</p> <p>(a) if the additional Trains are operating, the amounts specified in the column headed "Pre-Agreed Option 5 - Increases to Service Change Limitation - Operating"; or</p> <p>(b) if the additional Trains are stabled, the amounts specified in the column headed "Pre-Agreed Option 5 - Increases to Service Change Limitation - Stabled", in the Base Availability Fee tables 1.1(a) and 1.1(b) respectively in the Model Outputs Schedule .</p> <p>If, and only if, the additional Trains are operating, then the following additional adjustments will take place:</p> <p>2. The definition of "Base Number of Train Services" in clause 1 of Schedule 2 is amended by deleting the number " " and replacing it with the number " " .</p> <p>3. The definition of "Base Service Kilometres" in clause 1 of Schedule 2 is amended by deleting the number " " and replacing it with the number " " .</p> <p>4. The definition of "Train Service Deduction" in clause 1 of Schedule 2 is amended by deleting the number "\$ " and replacing it with the number "\$ " .</p> <p>5. Clause 1.3(a) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 5) section in the Model Outputs Schedule".</p> <p>6. Clause 1.3(b) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 5) section in the Model Outputs Schedule".</p> <p>7. Clause 1.3(c) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 5) section in the Model</p>

Outputs Schedule".

8. Clause 1.3(d) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 5) section in the Model Outputs Schedule".

9. Clause 11.3 of Schedule 2 is amended by deleting the tables in clause 11.3 of Schedule 2 and replacing them with the following tables:

Long Term Service Changes		
	Minimum	Maximum
Trains per hour: Peak Period	6	18
Trains per hour: Off-Peak Period	3	12
Number of Peak Period hours per day (Monday to Friday)	5.5	7
Number of Peak Period hours per day (Saturday)	0	6
Number of Peak Period hours per day (Sunday)	0	6
Operating Hours per week	133.81	154.81

Short Term Service Changes	
	Maximum
Number of consecutive days of adjustment	5
Trains per hour: Peak Period	18
Trains per hour: Off-Peak Period	6
Number of Peak Period hours per day (Monday to Friday)	24
Number of Peak Period hours per day (Saturday)	24

	<table border="1"> <tr> <td data-bbox="643 230 1018 331">Number of Peak Period hours per day (Sunday)</td> <td data-bbox="1018 230 1342 331">24</td> </tr> <tr> <td data-bbox="643 331 1018 398">Operating Hours per day</td> <td data-bbox="1018 331 1342 398">24</td> </tr> <tr> <td data-bbox="643 398 1018 465">Operating Hours per day</td> <td data-bbox="1018 398 1342 465">24</td> </tr> </table>	Number of Peak Period hours per day (Sunday)	24	Operating Hours per day	24	Operating Hours per day	24							
Number of Peak Period hours per day (Sunday)	24													
Operating Hours per day	24													
Operating Hours per day	24													
<p>Adjustment to Date for Completion:</p>	<p>No adjustment.</p>													
<p>Amendments to Operative Provisions:</p>	<p>Clause 25 of the Operative Provisions is amended by adding the following clause after clause 25.2A:</p> <p>25.2B Payment for Pre-Agreed Option 5</p> <p>(a) In this clause 25.2B:</p> <p>(i) Train Price means \$);</p> <p>(ii) Milestone Date means each date specified in the table in clause 25.2B(c);</p> <p>(iii) Milestone Payment means, in respect of a Milestone Date, the amount calculated in accordance with the table in clause 25.2B(c); and</p> <p>(v) One-Off Implementation Price means \$).</p> <p>(b) Subject to this clause 25, TfNSW will pay OpCo each Milestone Payment.</p> <p>(c) The Milestone Payments and Milestone Dates are as follows:</p> <table border="1" data-bbox="496 1518 1430 2016"> <thead> <tr> <th data-bbox="496 1518 612 1581">No</th> <th data-bbox="612 1518 1050 1581">Milestone Date</th> <th data-bbox="1050 1518 1430 1581">Milestone Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 1581 612 1709">1.</td> <td data-bbox="612 1581 1050 1709">The date on which notice is given pursuant to clause 31(a) in respect of Pre-Agreed Option 5.</td> <td data-bbox="1050 1581 1430 1709">An amount equal to (15% of the Train Price) multiplied by 4</td> </tr> <tr> <td data-bbox="496 1709 612 1836">2.</td> <td data-bbox="612 1709 1050 1836">The date on which factory acceptance testing of the additional Trains is completed.</td> <td data-bbox="1050 1709 1430 1836">An amount equal to (35% of the Train Price) multiplied by 4.</td> </tr> <tr> <td data-bbox="496 1836 612 2016">3.</td> <td data-bbox="612 1836 1050 2016">The date on which the additional Trains are delivered for on-site testing.</td> <td data-bbox="1050 1836 1430 2016">An amount equal to the aggregate of: 1. (10% of the Train Price) multiplied by 4; and</td> </tr> </tbody> </table>		No	Milestone Date	Milestone Payment	1.	The date on which notice is given pursuant to clause 31(a) in respect of Pre-Agreed Option 5.	An amount equal to (15% of the Train Price) multiplied by 4	2.	The date on which factory acceptance testing of the additional Trains is completed.	An amount equal to (35% of the Train Price) multiplied by 4.	3.	The date on which the additional Trains are delivered for on-site testing.	An amount equal to the aggregate of: 1. (10% of the Train Price) multiplied by 4; and
No	Milestone Date	Milestone Payment												
1.	The date on which notice is given pursuant to clause 31(a) in respect of Pre-Agreed Option 5.	An amount equal to (15% of the Train Price) multiplied by 4												
2.	The date on which factory acceptance testing of the additional Trains is completed.	An amount equal to (35% of the Train Price) multiplied by 4.												
3.	The date on which the additional Trains are delivered for on-site testing.	An amount equal to the aggregate of: 1. (10% of the Train Price) multiplied by 4; and												

			2. (60% of the One-Off Implementation Price).
	4.	The date on which on-site testing of the additional Trains is completed.	An amount equal to the aggregate of: 1. (15% of the Train Price) multiplied by 4; and 2. (20% of the One-Off Implementation Price).
	4.	The date on which Passenger Service commences in respect of the additional Trains.	An amount equal to the aggregate of: 1. (25% of the Train Price) multiplied by 4; and 2. (20% of the One-Off Implementation Price).
	<p>Clause 25.4(a) is amended by adding the following after clause 25.4(a)(ii):</p> <p><i>"and</i></p> <p><i>(iii) a Milestone Payment, on or after the relevant Milestone Date;"</i></p>		
Amendments to Exhibit 1, SPR:	The SPR is amended as set out in section 1.7 of SPR Appendix 61.		

Pre-Agreed Option 6 - Future proofing trains for 25kV AC traction power supply

Description:	To include the provision for the future conversion of the Trains to enable dual voltage (1500V DC and 25kV AC) traction power supplies.
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 6.
Pre-Agreed Option Construction Payment:	<p>The Pre-Agreed Construction Payment for each month is increased by the amount specified in the three columns headed "Pre-Agreed Construction Payment - Pre-Agreed Option 6 - Future proofing trains for 25kV AC traction power supply" for that month in the Pre-Agreed Option Construction Payment schedule in the Model Outputs Schedule. Each column reflecting the Construction Payment A is expressed in the original currency in which the costs have been incurred.</p> <p>To the extent that amounts in the Model Outputs Schedule are for a date prior to the Effective Date, then those amounts are payable at the first payment date following the Effective Date.</p> <p>All amounts in foreign currency will be converted to AUD at the Effective Date via a process consistent to that set out for converting foreign exchange in the</p>

	Financial Close Adjustment Protocol, with the Effective Date being the date that forward exchange rates are set. Following this conversion process, the Model Outputs Schedule will be updated to include amounts in AUD only.
Adjustment to Construction Payment A:	<p>The Construction Payment A for each month is increased by the amount specified in the three columns headed "Construction Payment A - Pre-Agreed Option 6 - Future proofing trains for 25kV AC traction power supply" for that month in the Construction Payment A schedule in the Model Outputs Schedule. Each column reflecting the Construction Payment A is expressed in the original currency in which the costs have been incurred.</p> <p>All amounts in foreign currency will be converted to AUD at the Effective Date via a process consistent to that set out for converting foreign exchange in the Financial Close Adjustment Protocol, with the Effective Date being the date that forward exchange rates are set. Following this conversion process, the Model Outputs Schedule will be updated to include amounts in AUD only.</p>
Adjustment to Schedule 2:	No adjustment.
Adjustment to Date for Completion:	No adjustment.
Amendments to Operative Provisions:	No amendments.
Amendments to Exhibit 1, SPR	The SPR is amended as set out in section 1.8 of SPR Appendix 61.

Pre-Agreed Option 7 - Rouse Hill Early Precinct Opening

Description:	Early Opening of Rouse Hill Precinct
Election Date:	
Effective Date:	The date on which OpCo receives the notice issued by TfNSW pursuant to clause 31(a) of the Operative Provisions in respect of Pre-Agreed Option 7.
Pre-Agreed Option Construction Payment:	The Pre-Agreed Construction Payment for each month is adjusted by the amount specified in the column headed "Pre-Agreed Construction Payment - Pre-Agreed Option 7 – Rouse Hill Early Precinct Opening " for that month in the Pre-Agreed Option Construction Payment schedule in the Model Outputs Schedule.
Adjustment to Construction Payment A:	The Construction Payment A for each month is adjusted by the amount specified in the column headed "Construction Payment A - Pre-Agreed Option 7 – Rouse Hill Early Precinct Opening" for that month in the Construction Payment A schedule in the Model Outputs Schedule.
Adjustment to Schedule 2:	No adjustment.
Adjustment to Date for Completion:	No adjustment.

Amendments to Operative Provisions:	Clause 19.13 of the Operative Provisions is amended by deleting the words "1,366 days after Financial Close" and replacing them with "180 days after Financial Close".											
Amendments to Exhibit 2, Site Access Schedule:	<p>Table 1 in clause 2 of Exhibit 2 is amended by:</p> <p>1. deleting the following rows:</p> <table border="1" data-bbox="523 553 1410 1084"> <tr> <td data-bbox="523 553 1018 637">Area 'U1' and Area 'U2' in Figure 2.1</td> <td data-bbox="1018 553 1410 637">29/10/2016</td> </tr> <tr> <td data-bbox="523 637 1018 1084">Area 'U3' and Area 'U4' in Figure 2.1</td> <td data-bbox="1018 637 1410 1084"> The later of: <ul style="list-style-type: none"> • 29/10/2016; and • the date that Hills Shire Council issues a written approval to commence construction in accordance with the Hills Shire Council Interface Agreement in respect of works to be undertaken in that Area. </td> </tr> </table> <p>and</p> <p>2. replacing them with the following row:</p> <table border="1" data-bbox="523 1238 1410 1855"> <tr> <td data-bbox="523 1238 1018 1322">Area 'U1' and Area 'U2' in Figure 2.1</td> <td data-bbox="1018 1238 1410 1322">14/03/2016</td> </tr> <tr> <td data-bbox="523 1322 1018 1406"></td> <td data-bbox="1018 1322 1410 1406"></td> </tr> <tr> <td data-bbox="523 1406 1018 1855">Area 'U3' and Area 'U4' in Figure 2.1</td> <td data-bbox="1018 1406 1410 1855"> The later of: <ul style="list-style-type: none"> • 14/03/2016; and • the date that Hills Shire Council issues a written approval to commence construction in accordance with the Hills Shire Council Interface Agreement in respect of works to be undertaken in that Area. </td> </tr> </table> <p>Table 4 - Rouse Hill Precinct opening dates in clause 4 of Exhibit 2 is amended by:</p> <p>1. deleting the following column:</p>		Area 'U1' and Area 'U2' in Figure 2.1	29/10/2016	Area 'U3' and Area 'U4' in Figure 2.1	The later of: <ul style="list-style-type: none"> • 29/10/2016; and • the date that Hills Shire Council issues a written approval to commence construction in accordance with the Hills Shire Council Interface Agreement in respect of works to be undertaken in that Area. 	Area 'U1' and Area 'U2' in Figure 2.1	14/03/2016			Area 'U3' and Area 'U4' in Figure 2.1	The later of: <ul style="list-style-type: none"> • 14/03/2016; and • the date that Hills Shire Council issues a written approval to commence construction in accordance with the Hills Shire Council Interface Agreement in respect of works to be undertaken in that Area.
Area 'U1' and Area 'U2' in Figure 2.1	29/10/2016											
Area 'U3' and Area 'U4' in Figure 2.1	The later of: <ul style="list-style-type: none"> • 29/10/2016; and • the date that Hills Shire Council issues a written approval to commence construction in accordance with the Hills Shire Council Interface Agreement in respect of works to be undertaken in that Area. 											
Area 'U1' and Area 'U2' in Figure 2.1	14/03/2016											
Area 'U3' and Area 'U4' in Figure 2.1	The later of: <ul style="list-style-type: none"> • 14/03/2016; and • the date that Hills Shire Council issues a written approval to commence construction in accordance with the Hills Shire Council Interface Agreement in respect of works to be undertaken in that Area. 											

		Opening date	
		17/02/2018	
		31/03/2018	
		15/06/2018	
	and		
	2. replacing it with the following column:		
		Opening date	
		26/06/2017	
		01/08/2017	
		10/10/2017	

Schedule 31 — Termination Payments

(Clause 42.12)

1. Definitions

For the purposes of this Schedule 31, the following definitions will apply:

Adjusted Post Termination Service Payment means the Post Termination Service Payment (or part thereof based on the numbers of days in the Compensation Month for which the Adjusted Post Termination Service Payment is payable relative to the number of days in the Compensation Month) less any Rectification Costs incurred by TfNSW during the Compensation Month (or part thereof) to which the Post Termination Service Payment relates.

Base Case Project Return means the percentage set out as the "Base Case Project Return" in the Model Outputs Schedule.

Capital Sum means the capital sum offered by each Compliant Tenderer under the Tender Process or the capital sum which the New OpCo is to pay to TfNSW, in each case in consideration for TfNSW entering into the New Contract, as the context permits or requires.

Compensation Date means either:

- (a) if clause 3.2 applies, the earlier of:
 - (i) the date that the New Contract is entered into; and
 - (ii) where TfNSW has re-tendered the provision of OpCo's Activities, the date on which TfNSW pays the Termination Payment to OpCo calculated under clause 3.6; or
- (b) if clause 3.3 applies, the date on which the Estimated Fair Value has been agreed or determined.

Compensation Month means each calendar month from the Date of Completion until the Compensation Date, provided that if the Date of Completion falls part way through a calendar month, the first Compensation Month begins on the Date of Completion and ends at the end of that calendar month, and the last Compensation Month will begin on the first day of the calendar month in which the Compensation Date falls and end on the Compensation Date. Each other Compensation Month will begin on the first day of each calendar month and end on the last day of that calendar month.

Compliant Tender means a tender which meets all of the Qualification Criteria.

Compliant Tenderer means a tenderer who submits a Compliant Tender.

Deemed New Contract means an agreement on the same terms and conditions as this deed as at the Termination Date, but with the following amendments:

- (a) if this deed is terminated during the Delivery Phase, then the relevant Date for Completion shall be extended by such period as would have been granted to allow a New OpCo (had one been appointed) to achieve Completion;
- (b) any accrued Default Notices, Persistent Breach Notices and Final Persistent Breach Notices, Frequent Breach Notices and Final Frequent Breach Notices shall be cancelled;

- (c) the term of such contract shall be equal to the period from the Termination Date to and including the Expiry Date; and
- (d) the New OpCo only being required to pay a nominal fee to TfNSW under the licence granted by TfNSW in accordance with clause 12.3 of the Operative Provisions.

Estimated Fair Value or **EFV** means the amount determined in accordance with clause 3.3 and clauses 3.4 or 3.5 (as applicable), which a third party would pay to TfNSW as the Fair Value of the Deemed New Contract.

Fair Value means the amount at which an asset or liability could be exchanged in an arm's length transaction between informed and willing parties, other than in a forced or liquidation sale.

Force Majeure Subcontractor Breakage Costs means

Instalment Date means the date on which OpCo would have been required to pay repayments or payments to the Debt Financiers under the Debt Financing Documents had this deed not been terminated by TfNSW and there was no default under the Debt Financing Documents.

Liquid Market means that there are parties (being at least two parties, each of whom is capable of being a suitable substitute contractor) in the market for public private partnership contracts or similar contracts for the provision of services (in each case the same as or similar to this deed) for a price that is likely to be achieved through a tender to be a reliable indicator of Fair Value.

New Contract means a contract on the same terms and conditions as this deed as at the Compensation Date, but with the following amendments:

- (a) if this deed is terminated during the Delivery Phase, then:
 - (i) the Date for Completion shall be extended by a period to allow a New OpCo to complete the OTS Works; and
 - (ii) such amendments as may be necessary to ensure that the Construction Payments continue to be made available on the terms equivalent to those provided for in this deed;

- (b) any accrued Default Notices, Persistent Breach Notices, Final Persistent Breach Notices, Frequent Breach Notices and Final Frequent Breach Notices shall be cancelled;
- (c) the term of such contract shall be equal to the period from the Compensation Date until the Expiry Date;
- (d) the New OpCo will pay a Capital Sum to TfNSW on entering into the New Contract;
- (e) any other amendments which do not materially reduce the Capital Sum which a tenderer would be prepared to pay in consideration for TfNSW entering into the New Contract; and
- (f) the New OpCo only being required to pay a nominal fee to TfNSW under the Licence.

New OpCo means the person who has entered or who will enter into the New Contract with TfNSW.

Post Termination Service Payment means an amount equal to the Service Payment for the relevant month, less all cost components of the Operations Payment relating to the performance of OpCo's Activities and the insurance.

Qualification Criteria means the criteria which TfNSW requires tenderers to meet as part of the Tender Process, which shall be:

- (a) the criteria, which as at the Termination Date remain relevant and which have substantially the same effect as the criteria applied by TfNSW when selecting those to be invited to submit detailed proposals and any other final offers under the procurement process used in the selection of OpCo to deliver the OTS PPP;
- (b) the financial ability of the tenderers to pay the Capital Sum;
- (c) the technical ability of the tenderers to deliver the OTS Works and/or Operations Activities;
- (d) the independence of the tenderer from OpCo and TfNSW; and
- (e) any other relevant tender criteria selected by TfNSW acting reasonably.

Receivables Refund Payment has the meaning given to such term in the Securitisation Agreement, save that for the purposes of clauses 3, 4 and 5 of this Schedule 31, a reference to the Receivables Refund Payment is a reference to the Receivables Refund Amount prior to the deduction of any negative Termination Amount as contemplated by clause 6.

Rectification Costs means an amount equal to the reasonable and proper costs incurred by TfNSW in curing, rectifying or remedying OpCo defaults, and reasonable and proper costs incurred in procuring alternative performance of the OTS PPP to the extent these costs exceed the costs of OpCo's Activities and insurances in the Service Payment.

Senior Debt means the lower of:

- (a) amounts outstanding under the Debt Financing Documents by OpCo to the Debt Financiers; or

- (b) amounts that would have been outstanding under the Debt Financing Documents had OpCo received the Service Payment as outlined in the Base Case Financial Model and complied with all of its obligations under the Debt Financing Documents as shown in the "Senior Debt drawdown and repayment schedule" in the Model Outputs Schedule.

Senior Debt Interest Rate means the total interest rate payable on Senior Debt as provided in the "Senior Debt drawdown and repayment schedule" in the Model Outputs Schedule.

Subcontractor Breakage Costs means

Tender Costs means the internal and external costs reasonably incurred or reasonably expected to be incurred by TfNSW in carrying out the Tender Process and/or in connection with any calculation of the Estimated Fair Value (including the cost of the independent expert appointed pursuant to clause 3.3(b)).

Tender Documentation means the documentation issued by TfNSW to request tenders from any parties interested in entering into a New Contract in accordance with clause 3.2.

Tender Process means the process by which TfNSW request tenders from any parties interested in entering into a New Contract, evaluates the responses from those interested parties and enters into a New Contract with a New OpCo, in accordance with clause 3.2.

Termination Date means the date of termination of this deed in accordance with clause 42 of the Operative Provisions.

Termination Senior Debt means:

- (a) all amounts of Senior Debt outstanding at the Termination Date; and
- (b) where TfNSW elects to pay for the Termination Payment via lump sum, all amounts, including costs of early termination of hedging arrangements and other breakage costs, payable by an OpCo Entity to the Debt Financiers as a result of prepayment under the Debt Financing Documents, subject to the OpCo Entities and the Debt Financiers mitigating all such costs to the extent reasonably possible;

less:

- (c) all credit balances on any bank accounts held by the Debt Financiers or any of them for or on behalf of the OpCo Entities on the Termination Date (but not including any funds standing to the credit of the Insurance Proceeds Account to which TfNSW is entitled pursuant to clause 38.15(f) of the Operative Provisions, or any funds standing to the credit of the TfNSW Construction Payments Account); and
- (d) where TfNSW elects to pay for the Termination Payment via lump sum, all amounts, including benefits of early termination of hedging arrangements and other breakage benefits, payable by the Debt Financiers to the OpCo Entities as a result of prepayments of amounts outstanding under the Debt Financing Documents.

Voluntary Termination Equity Value has the meaning given to that term in clause 4.

2. Payment of Termination Payment

- (a) If this deed is terminated under clause 42, 28.3, 33.9 or 39, TfNSW must pay to OpCo the Termination Payment on or before the date which is 90 days after the Termination Date (or where termination is pursuant to clause 42.4 of the Operative Provisions, 30 days after the Compensation Date if this is later) unless it elects, in its absolute discretion, to pay in instalments in accordance with clause 2(b).
- (b) If OpCo is entitled to a Termination Payment in accordance with clause 42.12 of the Operative Provisions and this Schedule 31:
 - (i) subject to clause 2(b)(ii), TfNSW shall, at its sole discretion, elect to pay by:
 - A. lump sum; or
 - B. where TfNSW has not elected to assume all of OpCo's rights and liabilities under the Debt Financing Documents pursuant to clause 42.14(a) of the Operative Provisions, instalments (in amounts determined in accordance with clause 2(e)) on the Instalment Dates; and
 - (ii) where TfNSW determines to retender for the OTS PPP and receives a lump sum payment, it will in turn pay OpCo by way of a lump sum (but not until it is in receipt of the lump sum payment from the retender for the OTS PPP).
- (c) From the Termination Date (or the Compensation Date in the case of a Termination Payment made under clause 3) until the date on which the Termination Payment is made in full, interest shall accrue (calculated daily and compounded quarterly) on any unpaid element of the Termination Payment at the Senior Debt Interest Rate.
- (d) If TfNSW elects to pay by instalments, it must pay the Instalment Amount applicable to that Instalment Date on each of the Instalment Dates.
- (e) The instalment amounts (**Instalment Amount**) means the amount calculated in accordance with the following formula:
 - (i) if the Termination Payment is less than or equal to the Senior Debt at the Termination Date, amounts equivalent to the repayments or payments that are payable under the Debt Financing Documents must be paid at the Instalment Dates until the sum of the amounts paid is equal to the sum of the Termination Payment and interest accrued on the Termination Payment under clause 2(c); or
 - (ii) if the Termination Payment is greater than the Senior Debt at the Termination Date:
 - A. amounts equivalent to the repayments or payments that are payable under the Debt Financing Documents must be paid at the Instalment Dates until the sum of the Senior Debt and interest accrued on the Termination Payment under clause 2(c) has been fully paid; and
 - B. the difference between the Senior Debt at the Termination Date and the Termination Payment will be paid as a lump sum

on or before the date which is 90 days after the Termination Date (or 30 days after the Compensation Date if this is later).

- (f) If TfNSW has elected to pay by instalments, it may (within 30 days of written notice to OpCo) pay any outstanding element of the Termination Payment (plus all amounts, including costs of early termination of hedging arrangements and other breakage costs, payable by OpCo to the Debt Financiers as a result of prepayment under the Debt Financing Documents provided OpCo and Debt Financiers mitigate all such costs to the extent reasonably possible) on the next Instalment Date.
- (g) If TfNSW fails to make a payment to OpCo in accordance with clause 2(f) within the time period specified in clause 2(f), OpCo may issue a notice to TfNSW setting out (including calculations) the amount of the Termination Payment outstanding to be paid by TfNSW and TfNSW must pay that amount within 20 Business Days of receipt of such notice.
- (h) Notwithstanding any term of this deed, if the calculation of the Termination Payment requires the parties to take into account insurance proceeds that have not yet been received by OpCo, then receipt (or non-receipt) of the insurance proceeds, or uncertainty as to the quantity or timing of receipt of the same, shall not delay the calculation or payment of the Termination Payment and instead the parties shall calculate the Termination Payment on the basis of the maximum amount of proceeds that OpCo is reasonably likely to recover assuming that OpCo has complied with its insurance obligations under clause 38 of the Operative Provisions (**Provisional Proceeds**) taking into account all information that is then available to the parties.
- (i) If following the calculation of the Termination Payment, the insurance proceeds that OpCo actually recovers (**Actual Proceeds**) are less than the Provisional Proceeds, TfNSW shall, immediately on notification of the Actual Proceeds by OpCo, pay to OpCo an amount equal to that by which the Provisional Proceeds exceed the Actual Proceeds (**Additional Amount**). For the avoidance of doubt, TfNSW will not be required to pay any interest on this Additional Amount. References in this clause to insurance proceeds are to insurance proceeds that OpCo is entitled to retain and which it has not applied and it is not obliged to apply in respect of its reinstatement obligations.
- (j) If following the calculation of the Termination Payment, the Actual Proceeds are more than the Provisional Proceeds, OpCo shall immediately on receipt of the Actual Proceeds, pay to TfNSW an amount equal to that by which the Actual Proceeds exceed the Provisional Proceeds (**OpCo Additional Amount**). OpCo will not be required to pay any interest on OpCo Additional Amount.
- (k) TfNSW shall not be required to make any payment under clause 2(i) to the extent that the Actual Proceeds are less than the Provisional Proceeds as a result of a breach by OpCo of its obligations under this deed.
- (l) The parties must use all reasonable endeavours to mitigate any losses or costs forming part of any Termination Payment.
- (m) Any Termination Payment payable to OpCo must be calculated in accordance with this Schedule 31 without any double counting.
- (n) If this deed is terminated under clause 42 of the Operative Provisions at any time prior to the issue of the CDPD Satisfaction Notice, the Termination Payment and each amount that is determined by reference to the Base Case Financial Model, will

be determined on the basis that the CDPD Conditions have not been, and will not be, satisfied or waived by TfNSW.

3. Project Company Default

3.1 TfNSW's election

If TfNSW terminates this deed following an OpCo Termination Event in accordance with clause 42.4 of the Operative Provisions (regardless of whether TfNSW otherwise has the right to terminate for any other reason), TfNSW shall, at its sole discretion, elect to:

- (a) subject to the conditions in clause 3.2(a) being satisfied, re-tender the provision of OpCo's Activities in accordance with clause 3.2(b); or
- (b) require an expert determination in accordance with clause 3.3.

3.2 Re-tendering process

- (a) TfNSW shall be entitled to elect to retender the provision of OpCo's Activities in accordance with clause 3.2(b) if:
 - (i) TfNSW notifies OpCo on or before the date falling 20 Business Days after the Termination Date;
 - (ii) OpCo or the Debt Financiers in accordance with the Financier's Tripartite Deed have not procured the transfer of OpCo's rights and liabilities under this deed to a suitable substitute contractor and have failed to use all reasonable efforts to do so; and
 - (iii) there is a Liquid Market,in which case the amount of compensation payable by TfNSW shall be agreed or determined in accordance with clause 3.2(b).
- (b) If TfNSW elects to re-tender the provision of OpCo's Activities, the following provisions shall apply:
 - (i) the objective of the Tender Process shall be to identify a new project company and the highest Capital Sum offered by a Compliant Tenderer;
 - (ii) TfNSW's Representative shall use its reasonable endeavours to complete the Tender Process as soon as practicable having regard to the assistance given by OpCo in connection with the Tender Process;
 - (iii) TfNSW's Representative shall notify OpCo of the Qualification Criteria and the other requirements and terms of the Tender Process, including the timing of the Tender Process, and shall act reasonably in setting such requirements and terms;
 - (iv) for each Compensation Month during the period from the Termination Date until the Compensation Date (and any part of an Compensation Month prior to the Compensation Date) TfNSW shall pay to OpCo the Adjusted Post Termination Service Payment. Each Adjusted Post Termination Service Payment shall be payable monthly in arrears on or before the date falling 20 Business Days after the end of each Compensation Month or after the Compensation Date (as the case may be). If any Adjusted Post Termination Service Payment is less than zero

then it shall be carried forward and shall be set off against any future positive Adjusted Post Termination Service Payments. If any such Adjusted Post Termination Service Payment has not been set off on or before the Compensation Date then it shall be taken into account in the calculation of the Termination Payment;

- (v) as soon as practicable after tenders have been received, TfNSW's Representative shall determine the Compliant Tenders and shall notify OpCo of:
 - A. the highest Capital Sum offered by a Compliant Tenderer; and
 - B. the Tender Costs;
- (vi) if TfNSW receives less than two Compliant Tenders in response to the Tender Process, it will be deemed that there is no Liquid Market, the Tender Process will cease and the provisions of clause 3.3 shall apply;
- (vii) TfNSW may elect at any time to follow the expert determination procedure under clause 3.3 by notifying OpCo that this election has been made and upon the making of such an election, the provisions of clause 3.3 shall apply; and
- (viii) in the event that the Tender Process is not completed within 12 months from the date of issue of the Tender Documentation, the provisions of clause 3.3 shall apply.

3.3 Expert determination

If TfNSW elects to require expert determination pursuant to clause 3.1(b) or 3.2(b)(vii), the provisions of clause 3.2(b)(vi) or 3.2(b)(viii) are satisfied, or the conditions set out in clause 3.2(a) are not satisfied, the following provisions apply:

- (a) for each Compensation Month during the period from the Termination Date until the Compensation Date (and any part of a Compensation Month prior to the Compensation Date), TfNSW shall pay to OpCo the Adjusted Post Termination Service Payment, in accordance with clause 3.2(b);
- (b) the parties will procure the services of an independent expert to determine the Estimated Fair Value based on the formula set out in clauses 3.4 and 3.5 (as applicable) and agree that the Estimated Fair Value as determined by the independent expert will be final and binding; and
- (c) all forecast amounts of revenues and costs must be calculated by the independent expert on a nominal basis as at the Termination Date, whereby future amounts are indexed at the indexation rates in the Base Case Financial Model.

3.4 Estimated Fair Value before Completion

The Estimated Fair Value before Completion shall be determined by the independent expert, based on the following formula:

EFV equals the lower of (a) and (b), where:

- (a) equals the actual costs (including capitalised interest and fees) properly incurred by OpCo referable to the Delivery Activities up to and including the Termination Date, being no more than the costs forecast to be incurred in the Base Case Financial

Model and excluding the sum of all Construction Payments A paid by TfNSW to OpCo in accordance with this deed up to and including the Termination Date and which have been applied towards performing the Delivery Activities; and

- (b) equals (i) minus (ii) minus (iii), where:
- (i) equals the total costs to be incurred in respect of all of the Delivery Activities (as set out in the Base Case Financial Model and the Delivery Program) calculated as at the Termination Date on the basis that:
 - A. costs up to and including the Termination Date will comprise capitalised interest and fees and other costs forecast to be incurred in the Base Case Financial Model prior to the Termination Date; and
 - B. costs forecast in the Base Case Financial Model at that time to be incurred in respect of the Delivery Activities (excluding capitalised interest and fees) after the Termination Date are discounted back from the dates on which they are assumed to be incurred under the Base Case Financial Model;
 - (ii) equals the independent expert's determination of the costs to be incurred by TfNSW (including a reasonable assessment of the risk of costs overruns but not including capitalised interest and fees) from the Termination Date to achieve Completion by TfNSW's Date for Completion discounted back from the dates the independent expert has determined that they will be incurred back to the Termination Date at the Base Case Project Return; and
 - (iii) equals the sum of all Construction Payments A paid by TfNSW to OpCo in accordance with this deed up to an including the Termination Date and which have been applied towards performing the Delivery Activities.

In this clause 3.4, **TfNSW's Date for Completion** means:

- (a) if the independent expert determines that, with a reasonable provision for acceleration, Completion can be achieved by the Date for Completion, the Date for Completion; or
- (b) if the independent expert determines that, even with a reasonable provision for acceleration, Completion cannot be achieved by the Date for Completion then the independent expert's determination of the earliest possible date by which Completion can be achieved (including a reasonable provision for acceleration and a reasonable assessment of the risk of time overruns).

3.5 Estimated Fair Value after Completion

The Estimated Fair Value after Completion shall be determined by the independent expert, based on the following formula:

$$\text{EFV} = \text{A} - \text{B}$$

Where:

$$\text{EFV} = \text{Estimated Fair Value};$$

- A = the total of all payments of the Service Payments forecast to be made over the term of the Deemed New Contract calculated and discounted as at the Termination Date by the Base Case Project Return;
- B = the total of all costs reasonably forecast to be incurred by TfNSW as a direct result of termination of this deed, discounted back from the dates the independent expert determines that they will be incurred back to the Termination Date at the Base Case Project Return, such costs to include (without double counting):
- (a) the costs reasonably forecast to be incurred by TfNSW over the term of the Deemed New Contract in connection with providing OpCo's Activities to the standard required by the Deemed New Contract;
 - (b) a reasonable risk assessment of any cost overruns that will arise whether or not forecast in the Base Case Financial Model; and
 - (c) any rectification costs required to deliver services under the Deemed New Contract to the standard required in the Deemed New Contract and any additional operating costs required to restore operating service standards.

3.6 Termination for OpCo Termination Event

If this deed is terminated pursuant to clause 42.4 of the Operative Provisions, the Termination Payment shall be calculated as follows:

Termination Payment or TP means:

$$TP = A - B - C - D - E - F - G + H - I - J - K$$

Where:

- A = the highest Capital Sum offered by a Compliant Tenderer if clause 3.2 applies, or the Estimated Fair Value if clause 3.3 applies;
- B = if clause 3.3 applies, the Adjusted Post Termination Service Payments paid by TfNSW;
- C = the Tender Costs;
- D = amounts that TfNSW is entitled to set off or deduct under this deed including, for the avoidance of doubt, the costs of carrying out any works to ensure that the OTS Works or the NWRL is in accordance with the requirements of this deed and all other reasonable costs incurred by TfNSW in connection with the relevant OpCo Termination Event and as a direct result of terminating this deed;
- E = any amounts owing by OpCo to TfNSW under the Project Agreements as at the Termination Date;
- F = any net gains which have or will accrue to OpCo as a result of the termination of this deed and any other Project Agreements;
- G = the net amount (which, for the avoidance of doubt, shall be net of any amount deductible under the relevant insurance policy) OpCo is entitled to retain, or would be entitled to retain had OpCo complied with the requirements of clause 38 of the Operative Provisions and the relevant insurance policy, under any insurance policy;

- H = any amounts due and payable by TfNSW to OpCo in accordance with the terms of the TfNSW Project Agreements as at the Termination Date;
- I = the total of all cash on deposit or otherwise held to the benefit of OpCo (but not including any funds standing to the credit of the Insurance Proceeds Account to which TfNSW is entitled pursuant to clause 38.15(f) of the Operative Provisions, or any funds standing to the credit of the TfNSW Construction Payments Account) and any other amounts owing to OpCo as at the Termination Date;
- J = any amounts paid to OpCo by TfNSW (including as a component of the Service Payment) for maintenance, refurbishment or capital replacement where that maintenance, refurbishment or capital replacement has not been carried out by OpCo; and
- K = the Receivables Refund Payment.

In calculating and aggregating items A to J, there will be no double counting.

If the Termination Payment as calculated above is zero or a negative number, TfNSW shall have no obligation to make any payment to OpCo and TfNSW shall be released from all liability to OpCo for breaches and/or termination of this deed and any other Project Agreements.

4. **Voluntary termination by TfNSW or termination for TfNSW Termination Event or in connection with Augmentations**

If this deed is terminated pursuant to clause 33.9 (Termination in connection with an Augmentation), 42.6 (Termination for TfNSW Termination Event), clause 42.7 (Voluntary termination by TfNSW) or 42.9 (Termination in connection with Augmentations) of the Operative Provisions, the Termination Payment shall be calculated as follows, unless the sum of such Termination Payment and the Receivables Refund Payment is calculated to be less than the Termination Senior Debt, in which case the Termination Payment will be taken to be the amount necessary in order to ensure that the sum of the Termination Payment and the Receivables Refund Payment is equal to the Termination Senior Debt:

Termination Payment or TP means:

$$TP = A + B + C - D - E - F + G - H + I - J$$

Where:

A = an amount equal to the Termination Senior Debt;

B = (i)

(ii) otherwise, the amount which when taken together with dividends (or other distributions) paid, interest paid and principal repaid and any other monies paid by OpCo on the Equity Interests on or before the Termination Date taking account of the actual timing of all such payments, gives an internal rate of return on Equity Interests equal to the Base Case Equity Return (the **Voluntary Termination Equity Value**);

C = (i)

(ii) otherwise, an amount equal to the Subcontractor Breakage Costs;

D = any amounts owing by OpCo to TfNSW, under the TfNSW Project Agreements as at the Termination Date;

E = any net gains which have or will accrue to OpCo as a result of the termination of this deed and any other Project Agreements, not included in the definition of Termination Senior Debt;

F = the net amount (which, for the avoidance of doubt, shall be net of any amount deductible under the relevant insurance policy) OpCo is entitled to retain, or would be entitled to retain had OpCo complied with the requirements of clause 38 of the Operative Provisions and the relevant insurance policy, under any insurance policy;

G = any amounts due and payable by TfNSW to OpCo in accordance with the terms of the TfNSW Project Agreements as at the Termination Date;

H = the total of all cash on deposit or otherwise held to the benefit of OpCo as at the Termination Date (but not including any funds standing to the credit of the Insurance Proceeds Account to which TfNSW is entitled pursuant to clause 38.15(f) of the Operative Provisions, or any funds standing to the credit of the TfNSW Construction Payment Account) and any other amounts owing to OpCo as at the Termination Date;

I = the total of all redundancy payments for employees of OpCo which have been or will be reasonably and properly incurred and arise as a direct result of the termination of this deed; and

J = the Receivables Refund Payment.

In calculating and aggregating items A to J, there will be no double counting.

5. Termination for Force Majeure or Uninsurable Risks

If this deed is terminated pursuant to clause 28.3 (Termination for Force Majeure Event), 39 (Uninsurable Risks), 42.8 (Termination for Force Majeure Event) or 42.10 (Termination for Uninsurable Risk) of the Operative Provisions, the Termination Payment shall be calculated as follows:

$$TP = A - B - C - D + E + F - G + H - I$$

Where:

- A = Termination Senior Debt;
- B = any net gains which have or will accrue to OpCo as a result of the termination of this deed and any other Project Agreements;
- C = any amounts owing by OpCo to TfNSW under the TfNSW Project Agreements as at the Termination Date;
- D = the net amount (which, for the avoidance of doubt, shall be net of any amount deductible under the relevant insurance policy) OpCo is entitled to retain, or would be entitled to retain had OpCo complied with the requirements of clause 38 of the Operative Provisions and the relevant insurance policy, under any insurance policy;
- E = 50% of the Voluntary Termination Equity Value;
- F = any amounts due and payable by TfNSW to OpCo in accordance with the terms of the TfNSW Project Agreements as at the Termination Date;
- G = the total of all cash on deposit or otherwise held to the benefit of OpCo as at the Termination Date (but not including any funds standing to the credit of the Insurance Proceeds Account to which TfNSW is entitled pursuant to clause 38.15(f) of the Operative Provisions, or any funds standing to the credit of the TfNSW Construction Payments Account) and any other amounts owing to OpCo as at the Termination Date;
- H = an amount equal to the Force Majeure Subcontractor Breakage Costs; and
- I = the Receivables Refund Payment.

In calculating and aggregating items A to I, there will be no double counting.

6. Negative Termination Payment

If the Termination Payment calculated under this Schedule 31 is a negative amount the Termination Payment will be deemed to be zero.

7. Termination during Extension Period

7.1 Termination for OpCo Termination Event

If this deed is terminated during the Extension Period pursuant to clause 42.4 of the Operative Provisions (other than as a result of an OpCo Termination Event referred to in clause 42.1(j) of the Operative Provisions), the Termination Payment shall be calculated as follows:

Termination Payment or TP means:

$$TP = H - D - E - F - G - I - J$$

Where H, D, E, F, G, I and J each have the meaning given in clause 3.6.

If this deed is terminated as the result of an OpCo Termination Event referred to in clause 42.1(j) of the Operative Provisions, OpCo will receive no compensation.

7.2 Voluntary Termination by TfNSW or for TfNSW Termination Event

If this deed is terminated during the Extension Period pursuant to clause 42.6, 42.7 of the Operative Provisions, the Termination Payment shall be calculated as follows:

Termination Payment or TP means:

$$TP = C - D - E - F + G - H + I$$

Where C, D, E, F, G, H and I each have the meaning given in clause 4.

7.3 Force Majeure and Uninsurable Risks

If this deed is terminated during the Extension Period pursuant to clause 42.8 or 42.9 of the Operative Provisions, the Termination Payment shall be calculated as follows:

$$TP = F - B - C - D - G + H$$

Where F, B, C, D, G and H each have the meaning given in clause 5.

Schedule 32 — Insurances

(Clauses 38.2 and 38.3)

1. Delivery Phase Insurances

Insurance	Minimum Sum Insured	Maximum Deductible
Professional indemnity insurance	\$ of cover for any one loss and in the aggregate for the policy period. The policy contains a sub-limit of \$ for any one loss and in the aggregate for claims against any other insured party other than TfNSW, OpCo and the D&C Contractor. The policy provides cover to TfNSW by way of principals indemnity extension.	\$
Plant and equipment insurance	Not less than market value	\$
Employers liability and workers' compensation insurance	As required by law	As required by law
Own damage motor vehicle insurance	Not less than market value	\$ or otherwise self-insured
Third party property damage motor vehicle insurance	\$ for any one occurrence and unlimited in the aggregate.	\$
Compulsory third party motor vehicle insurance	As required by law	As required by law
Terrorism insurance for trains and trains manufacturing facility	<p>a) (Property damage): Replacement or reinstatement value of the Trains and components; and</p> <p>b) (Advance consequential loss): Loss of revenue and increased costs of working, for an indemnity period of not less than 24 months,</p> <p>with a sum insured for a) and b) combined of not less than \$.</p>	<p>a) \$</p> <p>b) 14 days</p>

2. Operations Phase Insurances

Insurance	Minimum Sum Insured	Maximum Deductible
Industrial special risks insurance	<p>a) Replacement or reinstatement value of the NWRL up to not less than \$350,000,000 any one occurrence.</p> <p>b) Business interruption insurance, which includes cover for loss of revenue and increased costs of working, following loss or damage to the NWRL for an indemnity period of not less than 24 months.</p>	<p>a) Rolling Stock \$1,000,000</p> <p>Everything else \$500,000</p> <p>b) 7 days</p>
Third party liability insurance	\$250,000,000 for any single occurrence and unlimited in the aggregate as to the number of occurrences for any one period of insurance.	\$100,000
Professional indemnity insurance	\$20,000,000 for any one claim and in the aggregate annually.	\$1,000,000
Plant and equipment insurance	Not less than market value	\$10,000
Employers liability and workers' compensation insurance	As required by law	As required by law
Own damage motor vehicle insurance	Not less than market value	\$5,000
Third party property damage motor vehicle insurance	\$30,000,000 for any one occurrence and unlimited in the aggregate.	\$5,000
Compulsory third party motor vehicle insurance	As required by law	As required by law

Schedule 33 — Commercially Sensitive Information

(Clause 1.1 and clause 47.1)

Item	Commercially Sensitive Information
1.	Base Case Financial Model.
2.	Model Outputs Schedule.
3.	Clause 1.1 (<i>Definitions</i>): a) paragraph (b) and (c) of the definition of Equity Interest; b) paragraph (b) of the definition of Equity Investor; c) paragraph (b) and (c) of the definition of Equity Document; and d) the definition of
4.	The \$ amounts in: a) the definition of Final Completion Payment; and b) clauses 9.11(c), 12.7(c), 21.7(e), 22.1(a)(i), 22.1(a)(ii), 22.1(b), 29.19(b), 37.4A(c), 37.4A(d)(i).
5.	The % in clause 3.3(d)(ii).
6.	The %, time periods and number of events in clauses 22.1A(a)(i), 35.3, 35A.3, 40.1(c), 40.1(d), 40.1(e), 42.1(a), 42.1(b), 42.1(c), and 52.1A.
7.	Clauses 13.12(b)(i)(B), 13.12(b)(ii)(B), 13.12(g)(i) and 13.12(g)(ii), in respect claims in respect of design life.
8.	Schedule 1 (<i>Conditions Precedent</i>) - The intra-consortium arrangements referred to in item 10 of Schedule 1.
9.	Schedule 2 (<i>Service Payment Calculation</i>): a) the \$ amounts in the definitions of "Base Maximum Customer Service Payment (BMPy)", "Base Maximum Deduction for Service Quality and Asset Functionality (BMDy)" and "Base Maximum Energy Consumption Incentive Payment (BMECIPy); and b) the numbers in the definitions of "Base Number of Train Services", "Base Operating Hours" and "Base Service Kilometres"; c) the percentages and the numbers in the definition of "Bedding In Factor"; and d) the numbers in the Tables in clause 2.1 (Platform Weighting), clause 2.2 (Train Weighting), clause 3 (Matrix of Origin Destination Pairs) and clause 5 (Service Periods) of Annexure A.
10.	Schedule 3 (<i>ECRL Works and Sydney Trains interface</i>) - The \$ amount in clause 6.1A in respect of the provisional sums and 16(a) in respect of interference payments and the \$ amounts in Attachment 1 – Late Handback of a Track Possession

Item	Commercially Sensitive Information
11.	Schedule 7 (<i>Key personnel</i>) - the specific names of Key Personnel only.
12.	Schedule 9 (<i>Easements, Land Arrangements and Retail Licences</i>) – the % and all the words after "(excluding GST)" in clause 6.3(a), and the definition of "Commercial Opportunities Revenue".
13.	Schedule 27 (<i>Schedule of Rates</i>) - the Tables in clause 2 and 3 (including headings).
14.	Schedule 29 (<i>Net Financial Impact</i>) – Clauses 3.5(b) - (e) (including tables) and Attachment 1 (both NFI Breakdown Schedule and Notes).
15.	<p>Schedule 30 (<i>Pre Agreed Options</i>):</p> <ul style="list-style-type: none"> a) all Election Dates; b) in the adjustments to Schedule 2 for Pre-Agreed Option 5, the amounts in the definitions of "Base Number of Train Services", "Base Service Kilometres" and "Train Service Deductions"; c) in the amendments to the Operative Provisions for Pre-Agreed Option 5, the \$ amounts in the definitions of "Train Price" and "One-Off Implementation Price"; and d) in Pre-Agreed Option 7, all dates and the numbers and percentages in the amendments to Operative Provisions.
16.	<p>Schedule 31 (<i>Termination Payments</i>):</p> <ul style="list-style-type: none"> a) the definition of Force Majeure Subcontractor Breakage Costs; b) the definition of Subcontractor Breakage Costs; and c) paragraph (i) in the definitions of "B" and "C" in clause 4.
17.	<p>Schedule 32 (<i>Insurances</i>):</p> <p>The following items in clause 1 of Schedule 32:</p> <ul style="list-style-type: none"> a) the \$ amounts set out as the Minimum Sum Insured and Maximum Deductible for Professional Indemnity Insurance; b) the \$ amount set out as the Maximum Deductible for Plant and Equipment Insurance; c) the \$ amount set out as the Maximum Deductible of Own Damage Motor Vehicle Insurance; d) the \$ amounts set out as the Minimum Sum Insured and Maximum Deductible of Third Party Property Damage Motor Vehicle Insurance; and e) the \$ amounts set out as the Minimum Sum Insured and Maximum Deductible of Terrorism Insurance for Trains and Train Manufacturing Facility.
18.	Schedule 36 (<i>NRT Group Structure</i>) - the diagram showing the (and all references to)
19.	Schedule 44 (Fleet size, Headways and capacity) - Table 1

Item	Commercially Sensitive Information
20.	<p>Schedule 46 (<i>Augmentation</i>):</p> <ul style="list-style-type: none"> a) clauses 1.2 and 1.3 of Appendix 2 (the O&M Contractor's margin); b) the percentage in clause 3.2(f) of Appendix 2 (margin on project management fees); c) Annexures 1-3 to Appendix 3; d) all references to _____ including the definition of clauses 10.1(c) and clause 3.1(c) of Appendix 1, and clauses 5.2(a) and 5.2(d) of Appendix 2; and e) clause 10.3
21.	Alstom Direct Deed - Schedule 1.
22.	<p>Financiers Tripartite Deed – Clause 12.9:</p> <ul style="list-style-type: none"> a) the percentage in the definition of Super Majority Financiers; b) sub-clause 12.9(b)(iv); and c) the words _____ in the heading.
23.	Equity Purchase Deed – Paragraph below the table in Schedule 3.
24.	The Escrow Material.
25.	<p>OTS Independent Certifier Deed:</p> <ul style="list-style-type: none"> a) Definitions of 'Fraud', 'Criminal Conduct', 'Wilful Misconduct', 'Gross Negligence' and 'Consequential Loss'; b) Clause 7; c) the second paragraph in section 1 of Schedule 1; and d) Schedule 2.
26.	Securitisation Agreement:
27.	Exhibit 3 (Financial Close Protocol).
28.	Exhibit 4 (Initial Delivery Program).
29.	Exhibit 7 (TfNSW's Insurances).
30.	Exhibit 8 (OpCo's Delivery Phase Insurances).

Item	Commercially Sensitive Information
31.	Exhibit 19 – St Leonards Extension.
32.	<p>Any other agreement or document to which TfNSW is not a party, including, without limitation:</p> <ul style="list-style-type: none"> a) each Core Contract; b) the Alstom D&C Significant Contract; c) the Alstom TLS Significant Contract; d) any other Significant Contract; e) the Core Contractor Interface Deed; f) the D&C Consortium Deed; g) the IJV Deed; h) the SJV Deed; i) the O&M Shareholders Agreement; j) the Debt Financing Documents; or k) the Equity Documents.
33.	Any intellectual property in which OpCo or an OpCo Contractor has an interest.
34.	<p>Any of the subject matter in items 1 to 33, as it appears in other documents or correspondence, including electronic email messages, steering committee minutes and ministerial briefings.</p> <p>Without limiting the above, any document issued under clause 21.3 (<i>Construction Payments Account</i>) or 21.4 (<i>Construction Proceeds Account and Construction Payments Account - Conditions to Withdrawal</i>) of the Syndicated Facilities Agreement, to the extent that the relevant document relates to a proposed withdrawal from the Construction Payments Account for the purposes of making a payment due under the D&C Contract.</p>

Schedule 34 — Intellectual Property

(Clause 48)

1. Definitions

In this Schedule:

Alstom Transport Technologies SAS means Alstom Transport Technologies SAS (752 364 778 RCS Nanterre) of 3 Avenue Andre Malraux 92 309 Levallois - Perrett, France.

Brand means all goodwill associated with the NWRL including:

- (a) all registered and unregistered trade marks (other than those trade marks of OpCo's Contractors which are used in their business generally and are applied by them to devices or equipment they supply, but which do not include, directly or indirectly, any brands which are created or developed in connection with, the NWRL or any part of the NWRL);
- (b) all names (other than those names of OpCo's Contractors which are used in their business generally including any business name, domain name or company name) including business names, domain names and company names; and
- (c) all telephone numbers, email addresses and all other addresses used by the general public in relation to the NWRL to make contact using a telecommunication network.

CBTC means the communication based train control system.

Core IP Providers means Alstom Significant Contractor, Alstom Transport Technologies SAS and any person nominated by TfNSW (acting reasonably) as a core IP Provider under clause 2.15(f).

COTS means, in respect of Software and Firmware, a commercial off-the-shelf product that is ready-made and available for sale to the general public.

Data means all data and expressions of data contained in, or processed or generated by, the NWRL or produced as a result of OpCo's Activities, including:

- (a) all data and expressions of data contained in all images contained in or processed or generated by the NWRL;
- (b) all data and expressions of data comprising reports generated by the NWRL; and
- (c) all data and expressions of data about or relating to or generated by OpCo or its Associates in connection with the NWRL.

Deed of Assurance means a deed of assurance substantially in the form of Annexure A.

Developed Intellectual Property means all Intellectual Property, trade secrets and know-how comprised in any NWRL Documentation developed or created by OpCo, its Associates or any other entity for the purposes of this deed including all Intellectual Property in any matter developed or created for an Augmentation Proposal but excluding any NWRL Documentation that is Train and Signalling Intellectual Property, Excluded Intellectual Property, Third Party Software and Equipment IP.

Domain Names means any domain names used by OpCo in relation to the NWRL.

Equipment means any hardware, equipment, devices, plant, machinery, fixtures, vehicles and furniture forming part of the NWRL.

Equipment IP means Intellectual Property, trade secrets and know-how comprised in all and part of:

- (a) the Equipment; and
- (b) computer programs supplied as a component of, embedded in or forming part of the Equipment and without which such tangible items cannot operate, such as Software known as "device" Software or Firmware,

but excluding any Intellectual Property which is owned by OpCo or its Associates or which is Developed Intellectual Property or TfNSW IP.

Escrow Agent means, at any time, the person appointed as escrow agent under an Escrow Deed.

Escrow Material means:

- (a) all source code in respect of the Train and Signalling Intellectual Property; and
- (b) Software tools necessary for TfNSW or any Successor OpCo (or any sub-licensee or transferee), or that person in TfNSW's position would otherwise require, to modify, maintain, test, further develop or regenerate the source code referred to in paragraph (a) or of the type referred to in paragraph (a), subject to clause 2.4(b)(ii), to exercise its rights under clause 2.4.

ETS IP means all Intellectual Property, trade-secrets and know-how in any materials or information which are disclosed, made available or otherwise provided by TfNSW to OpCo and relate to the ETS (including all materials and information provided to TfNSW by the ETS Contractor).

Excluded Intellectual Property means all Intellectual Property, know how and trade secrets existing prior to the date of this deed or developed other than for the purposes of the NWRL or this Deed in works created or developed or modifications to those works created by OpCo or any of its Associates or any other entity but not including Intellectual Property, know how and trade secrets comprised in NWRL Documentation developed by OpCo or any of its Associates specifically for the purposes of the NWRL prior to the date of this deed.

Firmware means a set of coded instructions embedded within a device or component of a device that performs functions or provides data to enable the device to operate in a specified manner.

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;
- (b) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;

- (c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods and/or services;
- (d) trade, business or company names;
- (e) internet domain names; and
- (f) proprietary rights under the Circuit Layouts Act 1989 (Cth),

whether created or in existence before or after the date of this deed

Licensed Intellectual Property means all Intellectual Property and trade secrets and know how comprised in or related to:

- (a) the OTS Works or the Temporary Works;
- (b) all and any part of the NWRL excluding the Civil Works;
- (c) all and any part of OpCo's Activities including all and any items, software tools or materials or documents used by OpCo in undertaking OpCo's Activities;
- (d) all and any part of the NWRL Documentation; and
- (e) OpCo's Data,

excluding the Developed Intellectual Property, Third Party Software, the Equipment IP and TfNSW IP.

List of Intellectual Property means a list of each item of Intellectual Property used or to be used by OpCo or its Associates in performing its obligations under this deed, which includes, separately identified, the List of Software, and specifies in relation to any Intellectual Property not identified in the List of Software:

- (a) the nature and, if applicable, name of the material in which the Intellectual Property is comprised;
- (b) the owner of the Intellectual Property and, to the extent applicable, the licensor and the licensee of that Intellectual Property;
- (c) the duration of any licence and maintenance agreements; and
- (d) the licence and maintenance fees and similar fees,

provided that OpCo or its Associates will not be required to disclose the information specified in paragraph (d) above if such information is subject to any contractual confidentiality obligations imposed on that party as a result of such information comprising confidential information.

List of Software means a list of each item of Software used or to be used by OpCo or its Associates in performing OpCo's Activities which specifies in relation to each item of Software:

- (a) name and release version of the Software;
- (b) owner and distributor of the Software and, if relevant, the licensor and the licensee of that Software;
- (c) whether the Software is Third Party Software;

- (d) the duration of any licence and maintenance agreements; and
- (e) the licence and maintenance fees and similar fees

provided that OpCo or its Associates will not be required to disclose the information specified in paragraph (e) above if such information is subject to any contractual confidentiality obligations imposed on that party as a result of such information comprising confidential information.

Moral Rights has the meaning given to it in the *Copyright Act 1968* (Cth).

Moral Rights Consent means a consent in the form of Annexure B.

Software means a set of coded instructions that performs functions or provides working data or parameters to enable a device or system to operate in a specified manner, and be loaded into a system or device dynamically by a user and includes all Firmware and operating systems required by a system or subsystem to perform in a specified manner.

TfNSW IP means all Intellectual Property and trade secrets and know-how comprised in:

- (a) the Data;
- (b) the Brand;
- (c) the Trade Marks; and
- (d) the Civil Works Design Documentation,

but excludes the ETS IP.

Third Party Licences means all licences, maintenance and similar contracts for the Third Party Software.

Third Party Software means COTS Software and Firmware owned by any entity other than OpCo or its Associates that is/are:

- (a) comprised in all or any part of the OTS Works, the Temporary Works or the NWRL;
- (b) otherwise used or to be used by, or on behalf of, OpCo or OpCo's Contractors in performing OpCo's Activities; or
- (c) Software tools necessary for TfNSW, or that a person in TfNSW's position would otherwise require, to modify, maintain, test, further develop or regenerate the bespoke Software contained in the NWRL or otherwise exercise any rights of ownership given to TfNSW under clause 2.10,

and is identified as such in the List of Software and any information provided under clause 2.8(b)(iv).

Trade Marks means any trade marks specified by TfNSW to OpCo in writing and any other trade marks used by or on behalf of OpCo in relation to the NWRL (other than those trade marks of OpCo's Contractors which are used in their business generally and are applied by them to devices or equipment they supply, but which do not include, directly or indirectly, any brands which are created or developed in connection with, the NWRL or any part of the NWRL).

Train and Signalling Intellectual Property means all Intellectual Property, trade secrets and know-how comprised in:

- (a) all object code for the Software, design documentation, specifications, drawings and data , in each case for the manufacture of the Trains including any object code for the Software, design documentation, specifications, drawings and data for the application, function or integration of the Trains or any of its components; and
- (b) all object code for the Software, design documentation, specifications, drawings and data , in each case for the manufacture of the CBTC including any object code for the Software, design documentation, specifications, drawings and data for the application, function or integration of the CBTC or any of its components;
- (c) all object code for the Software, design documentation, specifications, drawings and data in each case for the manufacture of the Special Tools and Equipment required for the Trains and CBTC including any object code for the Software, design documentation, specifications, drawings and data for the application, function or integration of the Special Tools and Equipment required for the Trains and CBTC.

2. Intellectual Property

2.1 Warranty by OpCo

OpCo represents and warrants that:

- (a) it has all appropriate licences of, or title to, all Intellectual Property that is required by it for the purpose of its obligations under this deed;
- (b) Alstom Significant Contractor has all appropriate licences of, or title to, all Intellectual Property that is owned by or licensed to the Alstom group worldwide and that is required by Alstom Significant Contractor for the purpose of its obligations in connection with the OTS PPP;
- (c) OpCo's Associates have all appropriate licences of, or title to, all Intellectual Property that is required for performing their obligations under the Project Agreements or performing obligations under this deed on behalf of OpCo;
- (d) it does not require any licences of, or title to, any Intellectual Property from TfNSW in order to perform its obligations under this deed apart from any licences to Intellectual Property granted under this deed;
- (e) the Developed Intellectual Property, the Licensed Intellectual Property, the Third Party Software, the Equipment IP and the TfNSW IP are all the Intellectual Property that is required for OpCo to carry out its obligations under this deed;
- (f) it has authority to assign or license (as the case may be) all Intellectual Property granted to TfNSW under this deed;
- (g) every item of the Software used or to be used by OpCo and its Associates in the NWRL is contained in the List of Software or will be later identified in accordance with clause 2.8(b)(iv);
- (h) it has the authority to undertake the obligations concerning the Third Party Software contained in clause 2.10 and the Equipment IP contained in clause 2.11;
- (i) no third party rights or interests will affect the enjoyment of the benefit of the licences in clauses 2.4(a) and 2.4(b) or prevent the rights in clause 2.4(c) or 2.5;

- (j) none of:
 - (i) the performance of OpCo's Activities, nor anything arising from the performance of OpCo's Activities;
 - (ii) the OTS Works;
 - (iii) the Temporary Works; or
 - (iv) the NWRL (excluding the Civil Works),
 infringes or will infringe any rights, including any Intellectual Property or Moral Rights, of any third party;
- (k) there are no Security Interests, and it will not allow any Security Interests to be created, over its rights to any Intellectual Property that is used by it for the purposes of its obligations under this deed, except for any Permitted Security Interest;
- (l) the use or enjoyment of the NWRL (excluding the Civil Works) in accordance with or as contemplated by this deed by TfNSW or any person authorised by TfNSW in accordance with or as contemplated by this deed will not infringe any law, Intellectual Property or Moral Rights or other protected rights of any person, whether in Australia or overseas; and
- (m) it is not aware of any allegations of infringement or notices of misappropriation issued by any person or any Claims that the NWRL or its use or enjoyment in accordance with or as contemplated by this deed infringe or will infringe any rights, including any Intellectual Property or Moral Rights, of any third party.

Each representation and warranty in this clause 2.1 is a continuing representation and warranty and will be repeated on each day while any obligation under this deed remains outstanding, with reference to the facts and circumstances then subsisting.

2.2 Indemnity

- (a) OpCo indemnifies those parties referred to in clause 2.2(b) against:
 - (i) all Claims which may be brought or made against TfNSW by any person in respect of:
 - A. any alleged or actual infringement of Intellectual Property by OpCo or its Associates in the course of, or incidental to, performing any obligations under this deed other than to the extent such Intellectual Property is TfNSW IP or ETS IP;
 - B. the use by TfNSW of any Intellectual Property that is the subject of the warranty in clause 2.1(e), excluding the TfNSW IP or ETS IP;
 - C. an infringement of Moral Rights resulting from the use, operation, maintenance or modification of the NWRL (excluding the Civil Works) or any part of it;
 - (ii) any Loss (including legal fees on an indemnity basis) that may be suffered or incurred by the parties referred to in clause 2.2(b) in connection with any Claim referred to in clause 2.2(a)(i) or any Claim arising from a breach of the warranties set out in clause 2.1; and

- (iii) any Loss that may be suffered or incurred by the parties referred to in clause 2.2(b) in connection with the Intellectual Property necessary for the continuation of OpCo's Activities being unavailable as a result of or in connection with OpCo not fulfilling its obligations under clause 2.10, to obtain the licenses referred to in clause 2.10.

except that OpCo's liability under this indemnity will be reduced to the extent that the Loss arises from any act or omission of TfNSW, the parties referred to in clause 2.2(b) or any of their Associates.

- (b) Those indemnified for the purpose of this clause 2.2 are TfNSW or any third party authorised or licensed by TfNSW to exercise any Intellectual Property assigned, granted or licensed to TfNSW under this deed and any of their Associates.
- (c) Subject to clauses 2.2(d) and (e), a party indemnified must, as soon as is reasonably practicable after it becomes aware of a claim:
 - (i) notify OpCo in writing of the alleged infringement;
 - (ii) give OpCo at the time of notification the option to conduct the defence of the claim; and
 - (iii) provide OpCo (at OpCo 's expense) with reasonable assistance in conducting the defence of such claim. If OpCo declines to defend a claim, the indemnified party must consult with OpCo in respect of that claim.
- (d) Clause 2.2(c) does not apply where:
 - (i) interlocutory proceedings are commenced against a party indemnified on an urgent basis;
 - (ii) the party indemnified reasonably considers that there is insufficient time to notify OpCo and for OpCo to commence defence of such proceedings on behalf of the party indemnified;
 - (iii) the party indemnified initially defends such proceedings; and
 - (iv) as soon as practicable after the commencement of the proceedings gives OpCo the option to conduct the defence of such proceedings.
- (e) Clause 2.2(c) does not apply to claims which would or may prevent the continued development or operation of the NWRL or continued conduct of OpCo's Activities and the party indemnified:
 - (i) to the extent reasonably practicable, consults in good faith with OpCo with respect to such claims; and
 - (ii) does not in the course of defending or compromising such claims make admissions which may materially affect the validity of the Licensed Intellectual Property without the written consent of OpCo (such consent not to be unreasonably withheld).

2.3 Infringements

- (a) If OpCo:

- (i) becomes aware of a Claim by a person that the use of any of the Intellectual Property relating to the NWRL infringes or amounts to a misuse of the Intellectual Property or other rights of a third party; or
- (ii) believes that TfNSW may have a Claim against a person for infringement or misuse of any Intellectual Property in the NWRL,

it must promptly provide TfNSW with written notice of the alleged Claim.

- (b) Notwithstanding clauses 2.1 and 2.2, if as a result of any alleged infringement or threatened infringement of Intellectual Property, TfNSW, OpCo, or any other entity performing work under this deed is prevented (whether by court order or otherwise) from exercising Intellectual Property it had been exercising or was proposing to exercise to perform OpCo's Activities, OpCo must:
 - (i) secure for TfNSW the right to continue exercise such Intellectual Property;
 - (ii) replace such Intellectual Property with equivalent non-infringing Intellectual Property; or
 - (iii) modify any materials, equipment, Software, devices or processes so that they become non-infringing or remove any materials, equipment, Software, devices or processes that are infringing without prejudice to any other rights of TfNSW.
- (c) If the amount of time necessary to proceed with one of the options set out in clause 2.3(b) is deemed excessive by TfNSW, TfNSW may direct OpCo to select another option and OpCo must comply with that direction.
- (d) The steps required for OpCo to comply with its obligations under clauses 2.3(b) and 2.3(c) are at OpCo's sole cost and expense unless the alleged infringement or threatened infringement directly arises in respect of the licence granted to OpCo under clause 2.16, in which case the costs are to be borne based upon the extent of responsibility of each party for the alleged infringement or threatened infringement, as reasonably determined by TfNSW's Representative.

2.4 Rights granted to TfNSW

- (a) OpCo grants to TfNSW and any entity nominated by TfNSW a permanent, perpetual, irrevocable, transferable, royalty-free, non-exclusive licence to exercise the Licensed Intellectual Property, which is not the subject of the licence in clause 2.4(b), for the following purposes to:
 - (i) to carry out the OTS PPP or OpCo's Activities;
 - (ii) to carry out the OTS Works or the Temporary Works or to operate maintain and modify the NWRL;
 - (iii) to disclose the Licensed Intellectual Property on a confidential basis to third parties solely for the purposes of a tender process for the procurement of the integration of the NWRL with any Augmentation;
 - (iv) to integrate the NWRL with any Augmentation or any other project that interfaces with the NWRL or any Augmentation; or

- (v) for Intellectual Property and trade secrets and knowhow comprised in the Electricity Consumption Software Model, the Service Payment Monitoring System or the Asset Information System that is Licensed Intellectual Property, for any purposes TfNSW sees fit.
- (b) OpCo grants to TfNSW and any Successor OpCo a permanent, perpetual, irrevocable, transferable, royalty free, non-exclusive licence to exercise the Train and Signalling Intellectual Property owned by or licensed to the Alstom Significant Contractor, for the following purposes:
- (i) to refurbish, convert, upgrade and modify the Trains and CBTC;
 - (ii) subject to clause 2.4(d)(iii)C, to construct and manufacture the Trains and CBTC;
 - (iii) to operate and maintain the Trains and the CBTC;
 - (iv) to disclose the Train and Signalling Intellectual Property on a confidential basis to third parties solely for the purposes of a tender process for the procurement of the integration of the Trains and CBTC with any Augmentation; or
 - (v) to integrate the Trains and the CBTC with any Augmentation or any other project that interfaces with the NWRL.
- (c) The licences granted in clauses 2.4(a) and 2.4(b):
- (i) arise in respect of each component of the Licensed Intellectual Property upon the later of the date of this deed or upon the creation of each component of the Licensed Intellectual Property;
 - (ii) may be sub-licensed; and
 - (iii) will survive expiry of this deed or termination of this deed on any basis.
- (d) Notwithstanding any other provision in this deed or any other Project Agreement:
- (i) subject to clause 43 of the Operative Provisions, after the Term OpCo and its Associates are not required to provide any software support or maintenance services in relation to any Software licensed or supplied to TfNSW in respect of the NWRL, unless otherwise agreed between the parties under a separate agreement;
 - (ii) TfNSW is not entitled to access the source code in any Software, except to the extent the Software is not pre-existing and is in itself Developed Intellectual Property or TfNSW is entitled to be provided with source code pursuant to clause 2.20; and
 - (iii) the licence granted in clause 2.4(b) does not entitle TfNSW or any Successor OpCo (or any sub-licensee or transferee) to undertake or procure the construction or manufacture of:
 - A. a communication based train control system or trains for any railway other than the NWRL;
 - B. spare parts for the CBTC or the Trains; or

- C. a communication based train control system or trains for the NWRL unless:
- 1) TfNSW is entitled to access the Escrow Material pursuant to clause 2.20; and
 - 2) either:
 - a) OpCo has not within 10 Business Days of having been provided with a notice by TfNSW to do so notified TfNSW in writing that it will take over the Alstom Significant Contractor's activities in relation to this deed; or
 - b) TfNSW is not reasonably satisfied that OpCo has the capacity to take over the Alstom Significant Contractor's activities in relation to this deed.
- (e) Any transfer by TfNSW of the licence granted in clause 2.4(b) must be notified to Alstom Significant Contractor within a reasonable period.

2.5 Developed Intellectual Property

- (a) All Developed Intellectual Property will be owned by TfNSW and to the extent necessary to give effect to this, OpCo assigns to TfNSW all of its rights, title and interest in the Developed Intellectual Property. This ownership of each component of the Developed Intellectual Property vests in TfNSW on the later of:
- (i) the date of this deed; or
 - (ii) upon creation of each component of the Developed Intellectual Property.
- (b) To the extent that any Developed Intellectual Property is owned by a party other than OpCo, OpCo will procure that party assigns its rights, title and interest in such Developed Intellectual Property to TfNSW.
- (c) TfNSW grants to OpCo a non-exclusive, royalty free licence during the Term to exercise the Intellectual Property referred to in clauses 2.5(a) and 2.5(b) solely for performing its obligations under this deed. This licence may be sublicensed subject to such conditions as TfNSW may reasonably impose.

2.6 Access to Intellectual Property

Subject to clause 2.4(d)(ii), OpCo must, at its own cost if requested by TfNSW:

- (a) fully disclose to TfNSW all details of the Intellectual Property, trade secrets and know-how used in the OTS Works, the Temporary Works, the NWRL or in carrying out OpCo's Activities; and
- (b) allow TfNSW to discuss such Intellectual Property, trade secrets and know-how with, and obtain information about the Intellectual Property, trade secrets and know-how from, OpCo or any of its Associates involved in the creation, development or use of the Intellectual Property, trade secrets and know-how,

in each case:

- (c) to enable TfNSW, its Associates and any Successor Operator to carry out any of the purposes set out in clauses 2.4(a) and 2.4(b); and
- (d) subject to TfNSW providing such confidentiality undertakings as OpCo may reasonably require where OpCo is subject to any confidentiality obligations to a third party (other than a Significant Contractor).

2.7 Moral Rights

- (a) To the extent permitted by law, OpCo must not, and must take all reasonable steps to ensure that its Associates or any other person do not, sue, enforce any claim, bring any action or exercise any remedy in respect of any breach or alleged breach, infringement or other wrong doing (whether before or after the date of this deed) in respect of any person's Moral Rights in respect of the OTS Works, the Temporary Works or the NWRL by:
 - (i) TfNSW;
 - (ii) any third party to whom TfNSW sub-licenses or grants any other right to use, possess, vary or amend any Developed Intellectual Property, any Licensed Intellectual Property or the NWRL; or
 - (iii) any third party to whom TfNSW assigned any Developed Intellectual Property or any part of the Equipment.
- (b) OpCo must:
 - (i) in respect of any person who is or may be an author (for the purposes of the Copyright Act 1968 (Cth)) of any part of the Developed Intellectual Property, obtain from that person, before he or she creates any part of the Developed Intellectual Property, a duly completed and executed Moral Rights Consent;
 - (ii) ensure that no person creates any part of the Developed Intellectual Property before that person has duly completed and executed a Moral Rights Consent;
 - (iii) not coerce any person to complete or execute a Moral Rights Consent;
 - (iv) within 15 days of a Moral Rights Consent having been executed in accordance with this clause 2.7, provide that Moral Rights Consent to TfNSW; and
 - (v) maintain an up-to-date record of the names and addresses of each person who is an author of any part of the Developed Intellectual Property, and the part of the Developed Intellectual Property of which each such person is an author, and provide a copy of the record to TfNSW whenever it is updated.
- (c) OpCo indemnifies those indemnified against all Claims which arise in relation to an infringement of Moral Rights resulting from the use, operation or modification of the OTS Works, the Temporary Works or the NWRL except that OpCo's liability under this indemnity will be reduced to the extent that the Loss arises from any act or omission of those indemnified or any of their Associates. Those indemnified for the purpose of this clause 2.7(c) are TfNSW, and any third party authorised or licensed by TfNSW to exercise any Intellectual Property assigned, granted or

licensed to TfNSW under this deed and any of their officers, employees, agents and contractors.

2.8 Physical material

- (a) OpCo must, at its own cost, deliver, from time to time or on request of TfNSW during the Term and upon termination or expiry of this deed, such physical media embodying:
- (i) Developed Intellectual Property;
 - (ii) Licensed Intellectual Property;
 - (iii) Third Party Software and Equipment IP which OpCo or its Associates owns or has appropriate rights to provide; or
 - (iv) Data,
- as TfNSW reasonably requests to enable it to fully exercise its ownership and rights under this deed.
- (b) Without limiting clause 2.8(a):
- (i) OpCo must create and deliver to TfNSW prior to Completion one copy of the object code of any Software comprised in the items or materials identified in sub-clauses (a) to (d) of the definition of Licensed Intellectual Property;
 - (ii) within 5 Business Days of any change to the Software used in the items or materials identified in sub-clauses (a) to (d) of the definition of Licensed Intellectual Property, OpCo must deliver a copy of it to TfNSW;
 - (iii) immediately after execution of this deed, OpCo must deliver the List of Software (current as at that date) to TfNSW as part of the List of Intellectual Property delivered under clause 2.15(d); and
 - (iv) within 5 Business Days of the use by OpCo of any Software which is not specified on the List of Software, OpCo must:
 - A. provide TfNSW with the following information:
 - 1) name of the Software;
 - 2) owner of the Software; and
 - 3) confirmation that the Software is the subject of the warranty in clause 2.1; and
 - B. use commercially reasonable endeavours to provide TfNSW with a copy of the Software licence, if any.

2.9 Copyright and Circuit Layout Act

Notwithstanding any other provision of this deed, this deed does not exclude or limit, or have the effect of excluding or limiting, the operation of subsection 47B(3) or sections 47C, 47D,

47E or 47F of the Copyright Act 1968 (Cth) or Part II, Division 3 of the Circuit Layout Act 1989 (Cth).

2.10 Third Party Software

- (a) If required by TfNSW, OpCo must:
- (i) on or after the termination or expiry of this deed, use commercially reasonable endeavours to sublicense or assign to TfNSW OpCo's rights under, or cause a novation to TfNSW of OpCo's rights and obligations under, or assist TfNSW to obtain direct rights to, Third Party Licences (and must take commercially reasonable steps to ensure that the Third Party Licences make provision for this);
 - (ii) at TfNSW's request during the Term or if TfNSW exercises its Step-In Rights under clause 41 of the Operative Provisions, use commercially reasonable endeavours to sublicense to TfNSW or assist TfNSW to obtain direct rights to Third Party Licences.
- (b) In respect of any sub-licence, assignment, novation or any such direct rights obtained under clause 2.10(a):
- (i) each party will bear its own costs of effecting the assignment or novation or obtaining direct rights, except for any fee charged by a relevant third party (not being OpCo or a Related Body Corporate of OpCo) which will be paid by TfNSW;
 - (ii) TfNSW will pay all costs and expenses referable to any period after the date of their assignment;
 - (iii) without derogating from clause 2.1, OpCo must use commercially reasonable endeavours to do all acts and things reasonably requested by TfNSW to enable TfNSW to:
 - A. obtain copies of, and otherwise be appraised of all the terms of, and communications and information concerning, the Third Party Licences and their performance;
 - B. exercise and enforce all rights and perform all obligations under the Third Party Licences as if named as OpCo; and
 - C. obtain such sub-licence, assignment, novation or direct rights on the same or substantially similar terms (including the remaining duration of any term) as OpCo has acquired for itself as enables it to fulfil its obligations under this deed; and
 - (iv) on and from the date of the assignment or novation of such Third Party Licences, TfNSW must:
 - A. assume all obligations of OpCo under such Third Party Licences; and
 - B. indemnify OpCo against all claims in respect of such Third Party Licences which arise on or from the date of assignment or novation of such Third Party Licences.

2.11 Equipment IP

The parties agree that ownership of the Equipment IP does not vest in TfNSW pursuant to clause 2.5. OpCo must use commercially reasonable endeavours to ensure, however, that:

- (a) at the time ownership of tangible items (including computer hardware) forming part of the OTS Works, the Temporary Works or the NWRL (including, if necessary, OpCo's confidential information) is transferred to and vests in TfNSW pursuant to clause 51 of the Operative Provisions; and
- (b) at all times during any period in which TfNSW is exercising its Step-In Rights in accordance with clause 41 of the Operative Provisions,

TfNSW has such perpetual, royalty-free, transferable licences of the Equipment IP as will enable TfNSW to fully and effectively use and deal with the tangible items as owner of the tangible items, and to permit others to use those tangible items (including computer hardware) under contract with TfNSW.

2.12 Perfecting licence and ownership

- (a) Without limiting any other provision of this deed, including clause 2.15, OpCo must do all things necessary (including executing documents) to perfect the licences and ownership granted to TfNSW in this clause 2 and otherwise to give effect to OpCo's obligations and TfNSW's rights under this clause 2.
- (b) If and to the extent TfNSW notifies OpCo that it has failed to perform any act required under clause 2.12(a) and OpCo fails to then perform that act within a reasonable period as identified in that notice, OpCo will with effect from the expiry of the time period identified in the notice irrevocably appoint TfNSW, or such other person as TfNSW nominates from time to time, as OpCo's attorney to do such acts and things, in OpCo's name, as TfNSW reasonably requires in order to exercise the rights under this clause 2.

2.13 Ownership of Data

Notwithstanding any other provision of this deed, OpCo agrees and acknowledges that TfNSW owns the Data including all Intellectual Property in the Data. These ownership rights vest in TfNSW upon creation of the Data. To the extent necessary to give effect to this, OpCo assigns to TfNSW all of its rights, title and interest in the Data.

2.14 Patent validity

If any component of any Intellectual Property which is licensed or assigned under this deed expires through the effluxion of time or is or becomes invalid, then, without limiting TfNSW's rights in respect of that expiry or invalidity, that component will, to that extent only, be deemed to be excluded from the Intellectual Property licensed or assigned under this deed and this deed will otherwise continue in full force and effect.

2.15 Assurance

- (a) If any circumstances occur whereby the direct or indirect relationship between OpCo and the owner of any Licensed Intellectual Property or Equipment IP not owned by OpCo concerning the Licensed Intellectual Property or Equipment IP changes or is likely to change, then OpCo must use its best endeavours to procure that:

- (i) the owner of the Licensed Intellectual Property or Equipment IP (as applicable) and OpCo must immediately notify TfNSW in writing, which notice must describe, with a reasonable level of detail, the nature of those circumstances and their effect or likely effect on TfNSW;
 - (ii) notwithstanding those circumstances, the owner of the Licensed Intellectual Property or Equipment IP (as applicable) permits TfNSW to continue exercising its rights to the Licensed Intellectual Property or the Intellectual Property in all or any part of the Equipment IP (as applicable) as if such circumstances did not occur, or as the case requires, had not occurred; and
 - (iii) the owner of the Licensed Intellectual Property or Equipment IP (as applicable) and OpCo will do all such acts and things as TfNSW reasonably requests in order to give effect to this clause 2.15.
- (b) Circumstances referred to in clause 2.15(a) include termination of any licensing arrangement or circumstances involving an inability to pay debts.
 - (c) OpCo must ensure that no arrangements with respect to Intellectual Property owned by, or licensed to, a Core IP Provider are entered into in connection with OpCo's Activities without OpCo and the relevant Core IP Provider having delivered to TfNSW's Representative a duly executed Deed of Assurance in relation to any Licensed Intellectual Property and/or Equipment IP owned by the Core IP Provider.
 - (d) Immediately after the date of this deed, OpCo must deliver the List of Intellectual Property (current at that date) to TfNSW.
 - (e) Prior to entering into any arrangements with respect to any Intellectual Property which is not specified on the List of Intellectual Property, OpCo must provide TfNSW with written notice specifying:
 - (i) the nature of the Intellectual Property;
 - (ii) the owner of the Intellectual Property and, if relevant, the licensor and licensee of the Intellectual Property; and
 - (iii) details of the proposed arrangements to be entered into with respect to the Intellectual Property.
 - (f) TfNSW may nominate any owner of, or holder of rights in, Intellectual Property identified in the List of Intellectual Property or a notice from OpCo under clause 2.15(e) as a Core IP Provider, in which case clause 2.15(c) will apply.
 - (g) OpCo must deliver an updated List of Intellectual Property to TfNSW within 20 Business Days of the use of any Intellectual Property not listed on the List of Intellectual Property previously delivered to TfNSW.

2.16 TfNSW IP

- (a) TfNSW grants to OpCo an irrevocable, royalty-free non-exclusive licence during the Term to use the TfNSW IP solely for the purposes of carrying out OpCo's Activities, subject to such conditions as TfNSW may reasonably impose.
- (b) The licence granted in clause 2.16(a) may be sublicensed (free of charge) by OpCo on such conditions as the TfNSW may reasonably impose.

- (c) Subject to clause 2.16(d):
 - (i) TfNSW grants to OpCo a non-transferable, royalty free non-exclusive licence during the Term to use the ETS IP for the purposes of OpCo carrying out OpCo's Activities in respect of the ETS; and
 - (ii) the licence granted in clause 2.16(c)(i) may be sublicensed (free of charge) by OpCo on such conditions as TfNSW may reasonably impose.
- (d) OpCo's use of any ETS IP that is owned by third parties may be the subject of additional terms and conditions (including prohibitions or restrictions on sublicensing), as notified by TfNSW to OpCo from time to time.

2.17 Trade Marks and Brand

- (a) Notwithstanding any other provision of this deed, OpCo acknowledges and agrees that TfNSW owns the legal and beneficial right, title and interest in the Intellectual Property Rights in the Brand and the Trade Marks.
- (b) To the extent that any rights, title or interest in the Intellectual Property in the Brand or Trade Marks vests in OpCo or its Associates, OpCo assigns, and will ensure that its Associates assign, such rights, title and interest on its creation to TfNSW.
- (c) OpCo must do all things necessary (including executing documents) and provide TfNSW with all such assistance as is reasonably required by TfNSW to register the Trade Marks and the Domain Names in the name of TfNSW and to maintain that registration throughout the Term.
- (d) OpCo must ensure that where the Trade Marks appear in any written material (including any electronic material) published by or on behalf of OpCo, unless otherwise authorised by TfNSW:
 - (i) the Trade Marks must appear with the ® or the TM symbol (as appropriate); and
 - (ii) the Trade Marks must be accompanied by the following footnote:

The *[insert trade mark]* trade mark is used by OpCo under licence from TfNSW.
- (e) OpCo must not use the Trade Marks in a manner which is prejudicial to TfNSW or likely to prejudice the distinctiveness of the Trade Marks or the validity of any registration for the Trade Marks.
- (f) TfNSW may from time to time during the Term impose in writing, reasonable requirements regarding the use of the Trade Marks, and OpCo must comply with those requirements.
- (g) OpCo must comply with any standards, directions and specifications notified in writing by TfNSW from time to time during the Term as to the appearance, colour, size and positioning of the Trade Marks and the footnote referred to in clause 2.17(d)(ii).
- (h) OpCo must not at any time during the Term use the Trade Marks in juxtaposition to any other trade mark, embellishment or device without the prior written consent of TfNSW.

- (i) OpCo will:
 - (i) if requested by TfNSW, take all necessary action and execute and deliver to TfNSW all necessary documents and instruments to record OpCo as a registered user of the Trade Marks;
 - (ii) if requested by TfNSW, submit to TfNSW, samples of all materials (including all advertisements, promotions and other marketing material) which incorporate the Trade Marks for TfNSW's prior written approval;
 - (iii) except to the extent expressly permitted by this agreement, not use or apply to register the Trade Marks as part of its corporate, business, trading or domain name;
 - (iv) not directly or indirectly contest or oppose or assist any other party to contest or oppose TfNSW's ownership of the Trade Marks; and
 - (v) not register or use any trade mark or trade name which is substantially identical or deceptively similar to the Trade Marks.
- (j) Any and all goodwill attaching (now or in the future) to the Trade Marks as a result of use of the Trade Marks by or on behalf of or under licence from TfNSW is and shall remain the property of and ensure to TfNSW, and OpCo will not obtain any rights in or to the Trade Marks.
- (k) If, during the Term, OpCo becomes aware of any infringement or unauthorised use of, act inconsistent with, challenge to or claim against or in relation to any of the Trade Marks, OpCo must promptly notify TfNSW.
- (l) TfNSW will have the conduct of all proceedings relating to any infringement or unauthorised use of, act inconsistent with, challenge to or claim against or in relation to any of the Trade Marks and will in its sole discretion decide what action if any to take in respect of that matter. OpCo must, at TfNSW's reasonable cost, take any action which TfNSW reasonably requests to bring the matter to an end.
- (m) OpCo shall upon termination or expiry of this deed procure that all telephone numbers, email addresses and all other electronic addresses which are designated by OpCo for use by the general public to make contact with OpCo in relation to the operation of the NWRL using a telecommunication network be transferred to TfNSW.

2.18 No derogation

Nothing in this Schedule 34 derogates from TfNSW's rights under Schedule 6A of the Transport Administration Act 1988 (NSW).

2.19 Crown copyright

TfNSW acknowledges and agrees that except to the extent permitted by law, assignments and novations provided for in this Schedule, TfNSW has no right, title or interest in any Licensed Intellectual Property, Third Party Software, Equipment IP, Train and Signalling Intellectual Property and Excluded Intellectual Property.

2.20 Escrow

- (a) Within 20 Business Days of each milestone identified in Annexure C, OpCo must deposit a copy of the Escrow Material, then existing, in escrow with the Escrow

Agent on the terms of the Escrow Deed. Following the last of the milestones identified in Annexure C, OpCo will thereafter, within 20 Business Days of Quarter End during the remainder of the Term, update the Escrow Material deposited with the Escrow Agent by depositing with the Escrow Agent a copy of all Escrow Material which has been created, or reflects Software, which has first been incorporated into the Train and Signalling Intellectual Property during that Quarter (including any Escrow Material to which modifications have been made) to ensure that the Escrow Material deposited with the Escrow Agent is current as at the Quarter End.

- (b) TfNSW will be entitled, at OpCo's cost, to be provided with the Escrow Material at any time if any of the following events occur:
 - (i) an Insolvency Event occurs in relation to the Alstom Significant Contractor;
 - (ii) TfNSW exercises any Step-In Rights in accordance with this deed, but only to the extent, and for the period, required for TfNSW to reasonably exercise its Step-In Rights; or
 - (iii) the parties otherwise agree to the release of the Escrow Material.
- (c) TfNSW may (at TfNSW's cost), once every 12 months during the Term, have an auditor review, analyse and conduct tests on a confidential basis in relation to the Escrow Material maintained in escrow with the Escrow Agent for the purposes of:
 - (i) verifying that OpCo is complying with clause 2.20(a);
 - (ii) reviewing the quality of the material in escrow to ensure there has been no degradation to that material in escrow; and
 - (iii) providing a report as to the auditor's findings.
- (d) OpCo must, within 30 Business Days of receipt of a written notice from TfNSW specifying that an audit pursuant to clause 2.20(c) has determined that OpCo is not complying with clause 2.20(a) or there has been degradation to the material in escrow, remedy such non-compliance or replace such material as the case may be.
- (e) Intellectual Property comprised in any material which the TfNSW is entitled to be provided with under this clause 2.20 will be deemed to be Licensed Intellectual Property during the period to which the TfNSW is entitled to be provided with that material.
- (f) OpCo is not required to deposit and maintain in escrow any material that it has already given to TfNSW on a permanent basis.

2.21 Survival

This Schedule 34 survives:

- (a) any frustration, suspension, termination or expiry of this deed; or
- (b) the exercise by TfNSW of its Step-In-Rights under clause 41 of the Operative Provisions.

Annexure A Deed of Assurance

Deed of Assurance

Dated:

Parties *[Insert details of the owner of the Licensed Intellectual Property]* (the "Licensed IP Owner")

Transport for NSW ABN 18 804 239 602 a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of Level 7, 8-12 Castlereagh Street, Sydney, New South Wales (**TfNSW**)

NRT Pty Ltd (ACN 166 610 313) of Level 29, 140 William Street, Melbourne VIC 3000, in its personal capacity and in its capacity as trustee of the NRT Unit Trust (**OpCo**)

Recitals

- A. TfNSW has entered into, or may in future enter into, the Operations, Trains and Systems Project Deed (the **OTS Project Deed**) with OpCo.
- B. Part of OpCo's obligations under the OTS Project Deed include the licensing under or pursuant to the OTS Project Deed of the Intellectual Property described in Schedule 1 (all and every part of which is referred to as the **Licensed Intellectual Property**) to TfNSW and any third party authorised or licensed by TfNSW, with the right to sublicense (the **Project Deed Licence**).
- C. The Licensed IP Owner owns/has appropriate rights to **[delete whichever alternative is not appropriate]** all Intellectual Property in the Licensed Intellectual Property, and has authorised OpCo to grant the Project Deed Licence to TfNSW and any third party authorised or licensed by TfNSW.
- D. By this Deed, the Licensed IP Owner assures TfNSW and any entity authorised or licensed by TfNSW that TfNSW and any entity authorised or licensed by TfNSW may continue exercising its rights under the Project Deed Licence, notwithstanding any change affecting the Licensed IP Owner's direct or indirect relationship with OpCo.

Operative Provisions

1. The Licensed IP Owner warrants that it owns/has appropriate rights to **[delete whichever alternative is not appropriate]** all Intellectual Property in the Licensed Intellectual Property and is entitled to enter into this Deed.
2. The Licensed IP Owner warrants that it has authorised OpCo to grant the Project Deed Licence.
3. If any circumstances occur whereby the Licensed IP Owner's direct or indirect relationship with OpCo concerning the Licensed Intellectual Property changes, or is likely to change, then:
 - (a) the Licensed IP Owner and OpCo shall immediately notify TfNSW in writing, which notice shall describe, with a reasonable level of detail, the nature of those circumstances and their effect or likely effect on TfNSW;

- (b) notwithstanding those circumstances, TfNSW and any entity authorised or licensed by TfNSW may continue exercising its rights under the Project Deed Licence as if such circumstances do not occur, or as the case requires, had not occurred; and
- (c) the Licensed IP Owner and OpCo will do all such acts and things as TfNSW reasonably requests in order to give effect to this deed.

Such circumstances include termination of any licensing arrangement or circumstances involving an inability to pay debts.

4. The Licensed IP Owner shall ensure that any entity which succeeds to, is assigned or otherwise becomes the owner of, any of the Intellectual Property in respect of the Licensed Intellectual Property agrees to be bound by the terms of this Deed as if it were named in this Deed as the Licensed IP Owner and the Licensed IP Owner shall notify TfNSW and OpCo in writing immediately after any such entity succeeds to, is assigned or otherwise becomes the owner of any of the Intellectual Property in respect of the Licensed Intellectual Property.
5. The Licensed IP Owner shall at its cost and expense immediately, on demand by the TfNSW, perform all acts and execute all agreements, assurances and other documents and instruments as the TfNSW reasonably requests to perfect or give effect to the rights and powers of the TfNSW created or intended to be created by this Deed.
6. This Deed shall be governed by the laws in force in the State of New South Wales, Australia.
7. The Licensed IP Owner irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of New South Wales with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.
8. The Licensed IP Owner irrevocably waives any objection it may now or in the future have to the venue of any action or proceeding, and any claim it may now or in the future have that any action or proceeding has been brought in any inconvenient forum.
9. The Licensed IP Owner agrees that, subject to any rights of appeal which the Licensed IP Owner may have in New South Wales or to the High Court of Australia, a judgment or order of a New South Wales court in connection with this Deed is conclusive and binding on the Licensed IP Owner and may be enforced against the Licensed IP Owner in the courts of any other jurisdiction.
10. The Licensed IP Owner irrevocably appoints OpCo as its agent to receive service of process or other documents in any action in connection with this Deed and irrevocably agrees that service on OpCo as agent will be sufficient service on it. *[This paragraph may be deleted if the Licensed IP Owner has its registered office in Australia.]*
11. Each warranty in this Deed is a continuing warranty for the benefit of the TfNSW.
12. TfNSW may at any time assign, novate, transfer or otherwise deal with all or any part of its rights or obligations under this Deed to any entity to which TfNSW assigns, novates, transfers or otherwise deals with its rights or obligations under the OTS Project Deed, in accordance with clause 52.2(a) (Restrictions on assignment) of the OTS Project Deed.
13. For the purposes of this Deed "**Intellectual Property**" includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;
 - (b) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;
 - (c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods and/or services;
 - (d) trade, business or company names;
 - (e) internet domain names; and
 - (f) proprietary rights under the Circuit Layouts Act 1989 (Cth),
- whether created or in existence before or after the date of this deed.

Executed as a Deed

[Insert appropriate execution clauses]

Schedule 1:

[Insert a description of the component of the Licensed Intellectual Property in which the Licensed IP Owner owns the Intellectual Property]

Annexure B - Moral Rights Consent

Deed Poll

Dated:

By: *[Name of individual]* of *[address]* (**Author**)

In favour of: Transport for NSW ABN 18 804 239 602 a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of Level 7, 8-12 Castlereagh Street, Sydney, New South Wales (**TfNSW**).

Recitals

- A. TfNSW and *[insert name and ABN of OpCo]* (**OpCo**) have entered into a contract entitled Operations, Trains and Systems Project Deed in relation to the North West Rail Link project dated *[insert]* to perform, create and deliver certain works (the **Project**).
- B. The Author has created or may create material in which copyright subsists for the purposes of the *Copyright Act 1968* (Cth) (as amended), which may be used in connection with, or as part of, the Project (the **Work**).

This deed poll provides:

In relation to the Work, the Author:

1. agrees, to the extent permitted by law, not to sue, enforce any claim, bring any action or exercise any remedy in respect of any breach, alleged breach, infringement or other wrongdoing in relation to the Author's moral rights under the *Copyright Act 1968* (Cth)) by:
 - (a) TfNSW;
 - (b) OpCo;
 - (c) any third party, to whom OpCo and/or TfNSW grants a licence to use the Work (whether express or implied); or
 - (d) any third party to whom OpCo and or TfNSW assigns the copyright in such Work, (together defined as "**OpCo, TfNSW and Associated Persons**");
2. without limiting paragraph 1, consents to, and waives any rights in relation to, any of OpCo, TfNSW and Associated Persons:
 - (a) failing to acknowledge the Author's authorship of the Work;
 - (b) falsely attributing authorship of the Work; and
 - (c) making any modification, variation or amendment of any nature whatsoever to any of the Work, whether or not:
 - (i) it results in a material distortion of or destruction or mutilation of the Work; and
 - (ii) it is prejudicial to the honour or reputation of the Author; and
3. without limiting paragraphs 1 or 2, consents to, and waives any rights in relation to, any of OpCo, TfNSW and Associated Persons:

- (a) using the Work other than in the publication or for the purpose for which it was intended at the time the Work is created;
- (b) altering the Work by adding to, or removing elements from, the Work, including without limitation editing, altering, modifying or expanding the Work;
- (c) incorporating the Work into other works of any kind in any medium now known or later invented;
- (d) deriving other works of any kind (including without limitation films, sound recordings and other deliverables in any medium now known or later invented) from the Work;
- (e) using the Work, or any part of the Work or any other work derived from the Work, in conjunction with other material of any kind;
- (f) changing, relocating, demolishing or destroying any building or structure which incorporates, is based on, or is constructed in accordance with, any of the Work; and
- (g) doing any of the acts referred to in paragraphs (b), (c), (d) and (e) in relation to any:
 - (i) adaptation of the Work or any part of such adaptation;
 - (ii) other work derived from or based on the Work or any part of such other work; and
 - (iii) omitting to attribute the Author's authorship of the Work.

Executed as a Deed Poll

Signature of Author:.....

Signature of witness:.....

Name of Author

Name of witness:

Annexure C - Milestones for deposit of Escrow Materials

1. CBTC



- (a) the date of this deed;
- (b) Design Stage 3;
- (c) Integrated Factory Acceptance Test in Chennai factory - as defined in the SPR;
- (d) Site Acceptance Test (depot) – as defined in the SPR;
- (e) System Integration Test (greenfield) – as defined in the SPR;
- (f) Date of Completion; and
- (g) Final Completion.

2. Trains

- (a) 40 Business Days after the date of this deed;
- (b) Design Stage 3;
- (c) first Train Type Test – as defined in the SPR;
- (d) Integrated Factory Acceptance Test – as defined in the SPR;
- (e) Initial Performance Test – as defined in the SPR;
- (f) Final Performance Test – as defined in the SPR;
- (g) Date of Completion; and
- (h) Final Completion.

Schedule 35 — Existing ECRL Movable Assets

(Clause 51.3(a))

Item	Number
Battery powered emergency trolleys (equipment designed to assist emergency services during incidents in the tunnels)	5
<p>Scissor Lifts (used to access high level surfaces on the concourse and platform)</p> 	4
<p>Building Maintenance Units (provide access to the high surfaces in the station entry caverns)</p> 	5

Tunnel jet fan lifting appliance (designed for the lifting and loading of the ECRL tunnel jet fans)

1

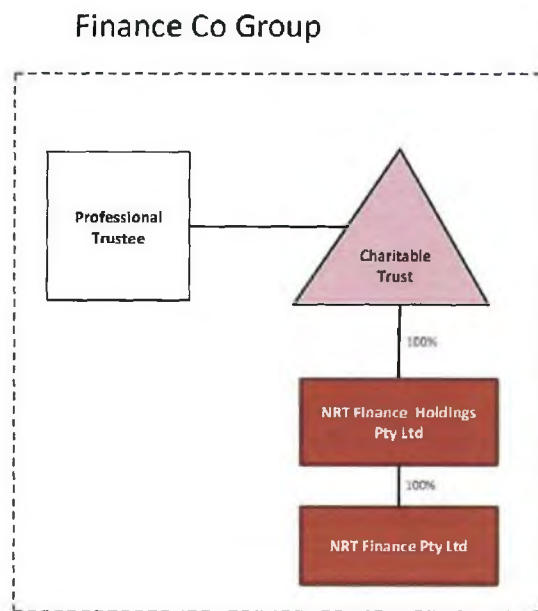


Schedule 36 — NRT group structure

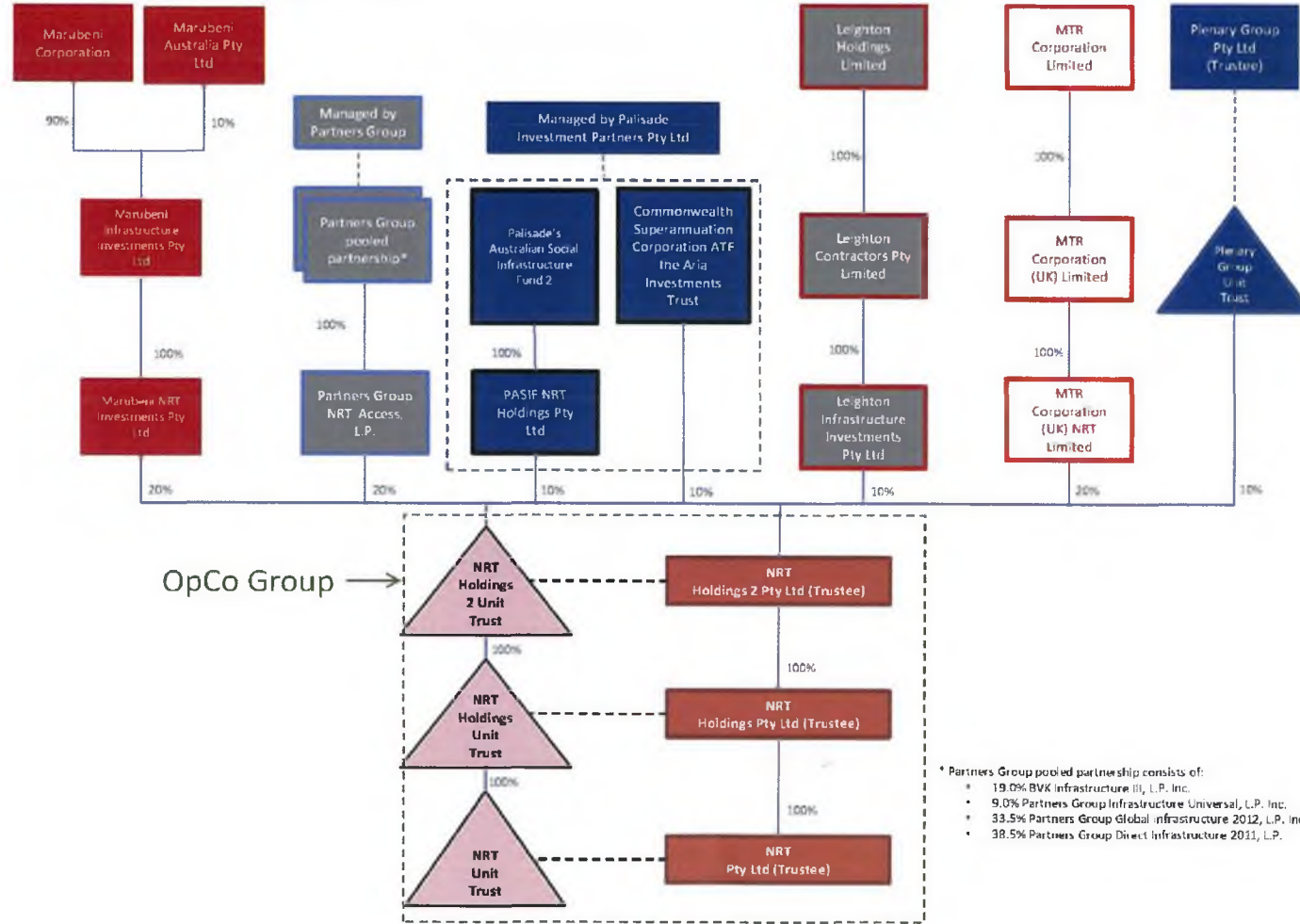
(Clause 53.1)

Finance Co and

Equity Holding Structure



OpCo Group Equity Holding Structure



Schedule 37 — Permitted Change in Ownership and Permitted Change in Control

(Clauses 1.1, 53.2, 53.3, and 53.4)

1. Part A – Permitted Change in Ownership

Permitted Change in Ownership includes:

- (a) any transfer of legal or beneficial ownership of any OpCo Equity Interest by LIPL (or by a person to whom LIPL transfers any OpCo Equity Interest as permitted under clause 53.2(b) of this deed) to;
 - (i) LCIP; or
 - (ii) a unit trust of which:
 - A. Leighton Holdings Limited ACN 004 482 982 (“Leighton Holdings”) or a Related Body Corporate of Leighton Holdings is the trustee of the trust; and
 - B. Leighton Holdings and/or any Related Body Corporates of Leighton Holdings directly or indirectly (including through any trust) hold more than 50% of the rights to receive distributions;
- (b) the issue of any OpCo Equity Interest to an OpCo Equity Investor as part of the Initial Equity Subscription or Founder Equity (as those terms are defined in the Equity Documents), in accordance with the Equity Documents;
- (c) where an OpCo Equity Investor is, or is managed or advised by, a trustee, responsible entity, fund manager or investment advisor, a transfer of any OpCo Equity Interest to another entity managed or advised by the same trustee, responsible entity, fund manager or investment advisor or their Related Bodies Corporate;
- (d) where an OpCo Equity Investor is:
 - (i) trustee or a responsible entity, a transfer of any OpCo Equity Interest by that OpCo Equity Investor to any custodian engaged by, or to any replacement trustee or a responsible entity of, that OpCo Equity Investor;
 - (ii) custodian, a transfer of any OpCo Equity Interest by that OpCo Equity Investor to the entity for whom the custodian holds the OpCo Equity Interests or to any replacement custodian appointed by that entity; or
 - (iii) an entity managed or advised by a fund manager or investor advisor, a change of the persons that holds units or other interests in the OpCo Equity Investor, directly or indirectly (including any change of general partner or limited partner or any change of control, whether direct or indirect, of any general partner or limited partner);
- (e) a transfer of OpCo Equity Interests from an OpCo Equity Investor to another OpCo Equity Investor which occurs by virtue of the exercise of a pre-emptive right under clauses 15.17, 16.2(b), 17.2 and 18.2 of the Shareholders Agreement; and
- (f) the issue of any OpCo Equity Interests to an OpCo Equity Investor which will, in effect, replace existing OpCo Equity Interests held by that OpCo Equity Investor

and any corresponding redemption of existing OpCo Equity Interests (in the same proportions).

For the purposes of this Schedule 37:

LIPL means Leighton Infrastructure Investments Pty Limited ABN 80 079 054 505.

LCIP means the trust known as the Leighton Contractors Infrastructure Partners Unit Trust settled in December 2012.

2. Part B – Permitted Change in Control

Permitted Change in Control means any transfer of a share or unit or other interest as a result of a corporate transaction which results in either UGL Rail Services Pty Ltd or UGL Limited becoming, or becoming a subsidiary of, a company listed on a recognised stock exchange.

Schedule 38 — Significant Contracts

(Clauses 1.1 and 54.3)

Significant Contracts are:

1. the Core Contracts;
2. a Subcontract in relation to one or more of the following:
 - (a) Trains;
 - (b) control systems (for centralised, integrated control and monitoring of all NWRL systems);
 - (c) signalling and train control systems (wayside and train borne systems);
 - (d) communication systems (wayside, station and train borne systems);
 - (e) Platform Screen Doors (as defined in SPR Appendix 1);
 - (f) fire and life safety systems where the Subcontract value exceeds \$5 million; and
 - (g) design associated with:
 - (i) civil, structural and rail systems design services;
 - (ii) architectural and urban design services;
 - (iii) geotechnical works; or
 - (iv) acoustic design services,with a Subcontract value exceeding \$7 million;
3. during the Operations Phase only, any Subcontract with a subcontract value exceeding \$0.5 million per annum; and
4. any other contract that the parties agree from time to time is a Significant Contract.

Schedule 39 — Assumptions for Civil Works O&M Manuals

1. Delivery Phase

The Civil Works O&M Manuals will not define any routine, preventive or statutory maintenance during the delivery phase and maintenance activities during the Delivery Phase will be limited to the following:

- (a) annual visual inspections of the Civil Works conducted by the D&C Contractors own personnel;
- (b) no statutory maintenance or general intervention works during the Delivery phase of the Civil Works;
- (c) repair of damage to the Civil Works for which OpCo is liable under the Project Deed using usual industry practice; and
- (d) rectification of damage caused by graffiti or vandalism using usual industry practice.

2. Operations Phase

- (a) Asset replacement is planned based primarily on the actual asset condition with reference to design life of asset and the Civil Works O&M Manuals submitted by the construction contractor. The maintenance plan is derived based on the assumption that all civil assets have an asset life of more than 15 years, unless specified otherwise in the relevant Civil Works Contract.
- (b) All repair materials are readily available in the market and no critical spares are required.
- (c) The routine maintenance activities for tunnel structure and viaduct bearing maintenance can be conducted during 2-hour non-traffic working window. Viaduct structure maintenance work will be conducted during the day time.
- (d) Visual inspection is usually conducted at floor level or from any walkway for any exposed parts of structure. Binoculars may also be used to facilitate visual inspection. For specific locations where structural risk is identified, metal scaffolding or high level access equipment is required for close up inspection.
- (e) Viaduct bearing inspections are conducted by means of a multi-purpose engineering vehicle/ wagon with a high-level platform. Minor maintenance of these bearings such as surface cleaning and corrosion protection coating to metal components will be conducted during inspections.
- (f) The inspection, examination and other maintenance requirements will not require additional resources beyond those included within the Asset Management Plan, including associated activities listed in the following table:

Asset	Maintenance Activities	Frequency	Special Tools and Materials
Tunnel lining	Visual inspection to identify any defects on tunnel lining, defective grout plug, defective expansion joints and other irregularities.	Yearly	Nil
Trackside drainage and line sump	Inspection, desilting and clearing of blockage, removal of debris and sediment in such a way to prevent flooding of tracks.	3 monthly	Nil
	General examination to identify defects, such as leakage of pipes, defective concrete, broken surface channel, gutter, grating, any missing step iron, any corroded catladders of the line sump, and arrange remedial works.	6 monthly	Nil
Viaduct surface	Graffiti removal and application of touch-up paint to match the existing viaduct surface.	As per incident	Nil
Slope and embankment	Visual inspection to identify any deterioration on the slope surface, such as cracks, void or weathering on cement-sand, chunam, shotcrete surface. For grass surfaces, settlement or soil erosion should be recorded. Inspectors shall check all the surface drainage on the slope for arrangement	Yearly	Nil
Tunnel and Viaduct	Visual inspection and tapping of concrete to identify any deterioration in condition or development of defects, such as spalled concrete, cracks, water seepage, deformation, etc. Inspectors shall remove rubbish or vegetation to enable inspection of viaduct cross beams and abutment walls	Yearly	Nil
Viaduct Bearing	Visual inspection to check the functioning of bearings and note any local settlement of concrete, identify any cracking of the surface	Yearly	Inspection using vehicle with high level platform

Asset	Maintenance Activities	Frequency	Special Tools and Materials
	of rubber bearing, or any corrosion of metal bearing. The inspector shall take measurement to examine any excessive deformation and abnormal movement. Minor PM works will be carried out during inspections, e.g. general cleaning, anti-corrosion coating.		

- (g) Major repair or replacement work is not required for the tunnel and viaduct in the initial 15 years.
- (h) Maintenance requirements are readily achievable with the provision of reasonable maintainability including maintenance access and having suitable drainage provisions.
- (i) No significant structural or other repairs will be required during the concession period. Specifically, the waterproofing will not require replacement or major repair maintenance during the Term.

Schedule 40 — Statutory Declaration

(Clause 25.12(a))

<i>Statutory Declaration</i>	Oaths Act (NSW) Ninth Schedule								
<p>I,</p> <p>of</p> <p>do solemnly and sincerely declare that:</p> <p>1. I am the representative of:</p> <p>..... ("the Contractor")</p> <p>in the Office Bearer capacity of:</p> <p>.....</p> <p>2. The Contractor has a contract with the [.....]:</p> <p>..... ("the Contract")</p> <p>3. I personally know the facts which I have set out in this declaration.</p> <p>4. All employees who have at any time been engaged by the Contractor for work done under the Contract:</p> <p style="margin-left: 20px;">a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and</p> <p style="margin-left: 20px;">b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,</p> <p>with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: left;">Employee: unpaid or not accrued:</th> <th style="width: 30%; text-align: right;">Amount</th> </tr> </thead> <tbody> <tr><td>.....</td><td></td></tr> <tr><td>.....</td><td></td></tr> <tr><td>.....</td><td></td></tr> </tbody> </table>	Employee: unpaid or not accrued:	Amount		<p>insert full name of Declarant</p> <p>insert address</p> <p>insert name of Contractor, and ACN if applicable</p> <p>insert position title of Declarant</p> <p>insert name of Contract</p> <p>insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement etc.</p>
Employee: unpaid or not accrued:	Amount								
.....									
.....									
.....									

5. All subcontractors and suppliers to the Contractor have been paid all moneys which as at the date of this declaration have been claimed by them to the Contractor for the performance of work under the Contract (as applicable) and the supply of materials for use in work under the Contract, with the exception of the subcontractors and suppliers and the respective unpaid amounts listed below:

insert names and addresses of the unpaid subcontractors and suppliers, the amounts owing and whether in respect of materials supplied, work performed etc.

<i>Subcontractor or supplier: unpaid:</i>	<i>Amount</i>
---	---------------

.....	
.....	
.....	

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

(a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and

(b) that all their employees and subcontractors, as at the date of the making of such a declaration:

i) have been paid all remuneration and benefits due and payable to them by; or

ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any, and

(c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

<i>Subcontractor:</i>	<i>Due amount unpaid:</i>
-----------------------	---------------------------

.....	
.....	
.....	
.....	

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.

Employee, subcontractor or supplier: Amount unpaid or not accrued:

.....
.....
.....
.....

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

11. Attached to and forming part of this declaration is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:

- (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
- (b) under Schedule 2 Part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and
- (c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

- (a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and
- (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at on

(place) (day) (month) (year)

.....
(Signature of Declarant)

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

* The declaration must be made before one of the following persons:

- where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or
- (iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or
- (ii) any person having authority to administer an oath in that place.

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

1. I saw the face of the deponent.

[OR]

I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.

2. I have known the deponent for at least 12 months.

[OR]

I have confirmed the deponent's identity using the following identification document:

[insert description of ID document]

.....
Signature of witness

Schedule 41 — Subcontractor's Statement

(Clause 25.12(c))

**SUBCONTRACTOR'S STATEMENT
REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND
REMUNERATION (Note 1 - see back of form)**

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
.....
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) (Note 2)

Contract number/identifier
..... (Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... (Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)

- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**
- (f) Signature Full name.....
- (g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.
A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called *the subcontractor*) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage. Section 127(6) of the *Industrial Relations Act 1996* defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*' Section 127(11) of the *Industrial Relations Act 1996* states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

Schedule 42 — Modification to the IAMA Expert Determination Rules

(Clause 56.5)

Pursuant to Rule 4(2)(b) of the Institute of Arbitrators and Mediators Australia (IAMA) Expert Determination Rules, the parties agree to modify the application of those Rules as follows:

Modifications are underlined.

1. **RULE 1 Definitions**

"Business Days" means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

"OTS Project Deed" means the deed entitled Operations, Trains and Systems Project Deed between the parties.

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the *Civil Liability Act 2002* (NSW);
- (b) Part IVAA of the *Wrongs Act 1958* (Vic);
- (c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);
- (d) Part 1F of the *Civil Liability Act 2002* (WA);
- (e) the *Proportionate Liability Act 2005* (NT);
- (f) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
- (g) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (h) Part 9A of the *Civil Liability Act 2002* (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (b) the *Building and Construction Industry Security of Payment Act 2002* (Vic);
- (c) the *Building and Construction Industry Payments Act 2004* (QLD);
- (d) the *Construction Contracts Act 2004* (WA);
- (e) the *Construction Contracts (Security of Payment) Act 2004* (NT);
- (f) the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);

- (g) the Building and Construction Industry Security of Payment Act 2009 (SA);
- (h) the Building and Construction Industry Security of Payment Act 2009 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

2. **RULE 2 Appointment of the Expert**

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:

a. by a person agreed between the parties;

b. if the parties are unable to agree on the identity of the person to be appointed within 5 Business Days, by a person nominated by the chairperson of the dispute avoidance board established by the parties in accordance with the OTS Project Deed; or

c. if no person has been appointed as Expert within 10 Business Days of the Dispute being referred to expert determination (or such longer period as the parties may agree), by a person nominated by the Institute,

who accepts appointment as Expert.

2. [no modification]

3. [no modification]

4. [no modification]

5. [no modification]

3. **RULE 3 Agreement to be bound**

1. [no modification]

2. Rule 3.2 is deleted in its entirety.

4. **RULE 5 Role of the Expert**

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the OTS Project Deed, the requirements of procedural fairness and according to law.

2. [no modification]

3. [no modification]

4. (a) The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.

(b) The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

(c) If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.

(d) The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.

5. [no modification]

5. **RULE 9 Conduct of the Process**

1. [no modification]

2. [no modification]

2A. The rules of evidence do not apply to the Process.

6. **RULE 10 The Expert's Determination**

1. The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the OTS Project Deed.

2. [no modification]

3. Unless otherwise agreed by the parties, the Expert's determination:

(a) may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;

(b) must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;

(c) may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and

(d) to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

4. [no modification]

7. **RULE 12 Waiver of Right to Object**

Rule 12 is deleted in its entirety.

8. **RULE 14 Extension of Limitation Period**

Rule 14 is deleted in its entirety.

9. **SCHEDULE B**

1. The reference to "twenty one (21) days" is replaced by "five Business Days".
2. The reference to "twenty one (21) days" is replaced by "five Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".

Schedule 43 — Not used

Schedule 44 — Line Capacity, Headway and Fleet Size Modification

(Clause 29.22)

- (a) The parties acknowledge and agree that, pursuant to clause 11 of Schedule 2, TfNSW may request an amendment to the Contract Service Level Requirements which is outside the Service Change Limitations as a Modification under clause 29 of the Operative Provisions.
- (b) The parties acknowledge and agree that the parameters set out in Table 1 below for an amendment to the Contract Service Level Requirements which is outside the Service Change Limitations may be implemented by way of a Modification under clause 29 of the Operative Provisions.
- (c) OpCo acknowledges that nothing in this Schedule 44 obliges TfNSW to request an amendment to the Contract Service Level Requirements which is outside the Service Change Limitations in accordance with this Schedule 44 or otherwise in accordance with clause 29 of the Operative Provisions.
- (d) The parties agree that this Schedule 44 will have no further effect after the date that is 4 years prior to the Expiry Date.

Table 1

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Schedule 45 — Hired Moveable Assets

(Clause 1.1, 19.4(c), 21.13(i) and 51.2)

Hired Moveable Assets	Special Tools and Equipment
Office equipment such as printers, projectors, servers and telephone systems.	No
Road vehicles.	No
Rail Grinders	Yes
Rail NDT Trolleys.	Yes
Track Geometry Vehicle	Yes
Rail Flash Butt Welder	Yes
Test equipment for HV power distribution system.	Yes
Test Rigs for key sub-systems of trains such as brakes, suspensions, etc.	Yes
Test equipment for modules of electronic systems including CBTC, Communications System, Central Control System and Radio System.	Yes
Test equipment for control modules of Platform Edge Barrier System.	Yes
Mobile equipment for maintenance of high level installations.	No

Schedule 46 — Augmentation

(Clause 33.11)

1. General

1.1 Overview

- (a) The parties wish to establish a cooperative and consultative process by which they can discuss and work together on the project definition, planning, development and delivery of an Augmentation of the NWRL (which may be undertaken in stages) from Chatswood involving a second harbour crossing. The process is set out in this Schedule 46.
- (b) OpCo acknowledges that, notwithstanding Schedule 46 and clause 33 of this deed but subject to the other provisions of this deed, TfNSW and the New South Wales Government are entitled to procure the Augmentation in whatever way they see fit.

1.2 Key Principles

The parties agree that the following principles apply to the Augmentation process set out in this Schedule 46:

- (a) the combined NWRL/Augmentation provides scale and operational benefits that TfNSW intends to capture for the benefit of the State;
- (b) the parties intend to generally maintain the commercial approach, performance standards and risk allocation applicable to NWRL;
- (c) the size and scope of OpCo's role in the Augmentation will be determined by a number of factors, including:
 - (i) OpCo demonstrating value for money for the taxpayers of NSW (including by OpCo demonstrating to TfNSW the integration benefits and synergies from the combined scope of the NWRL/Augmentation);
 - (ii) the transparency of the negotiations between OpCo and TfNSW under this Schedule 46; and
 - (iii) OpCo's participation in the Augmentation process under this Schedule 46;
- (d) for an Augmentation to proceed, the parties must identify the options for each of Procurement and Delivery, Operations and Financing (as referred to in clause 3.1 below) and how they will be integrated;
- (e) in order for OpCo to accept overall delivery risk for all or part of an Augmentation (whether on a financed or non-financed basis) it is expected that parties acceptable to financiers and TfNSW will be wrapping delivery risk for those components on which OpCo is accepting delivery risk, which may include integrating and commissioning the Augmentation with the existing NWRL;
- (f) the O&M Contractor will need to be involved in the testing, commissioning and final acceptance of an Augmentation;
- (g) if OpCo is to be involved in an Augmentation, it will require approval of OpCo's financiers;

- (h) the Augmentation must not without OpCo's agreement diminish any of the existing protections available to OpCo under the OTS Project Deed (such as Compensation Events and Relief Events), nor add additional obligations in relation to the NWRL beyond those set out in the Deed;
- (i) no member of the D&C Contractor will be excluded from any tender process in relation to Augmentation solely on the basis that it is involved in the NWRL or assists OpCo in preparing information, a response or proposal under this Schedule 46, provided appropriate probity protocols are agreed during the project definition and preparation of Augmentation Proposal phases; and
- (j) TfNSW reserves the right to reduce or vary the scope of the Augmentation, to exclude OpCo from the development of the Augmentation and/or to undertake the Augmentation with other parties.

1.3 Breach by OpCo

A failure by OpCo and TfNSW to agree on any matters on which this Schedule 46 expressly requires agreement:

- (a) does not constitute an OpCo Event of Default; and
- (b) will not constitute a breach for the purposes of clauses 40.5 or 40.6.

2. Definitions

In this Schedule 46:

Augmentation (or **proposed Augmentation**) means the Augmentation referred to in clause 1 or any stage of such Augmentation.

Augmentation Consultation Group means the group referred to in clause 5.

Augmentation Proposal means a proposal prepared by OpCo in response to a Notice of Proposed Augmentation.

Contestable Components means the OpCo Augmentation Components which are not Non-Contestable Components.

Non-Contestable Components means, subject to this Schedule 46, the core systems and components of the combined NWRL/Augmentation which:

- (a) in TfNSW's opinion, cannot practicably be supplied by an alternative supplier in the circumstances of an Augmentation; and
- (b) as at the date of this deed, include those systems and components which are listed in Appendix 3 to this Schedule 46.

Notice of Proposed Augmentation means any notice or notices referred to in clause 6.

OpCo Augmentation Components means:

- (a) any elements of the Augmentation which OpCo will design, construct, supply, install, test, commission or otherwise procure; and
- (b) any additional operation, management, repair, maintenance or other services to be provided by OpCo as the result of the Augmentation.

OpCo Augmentation Component Option Prices means the prices per unit identified in Appendix 3 to this Schedule 46.

OpCo Augmentation Cost means the cost of the OpCo Augmentation Components as calculated in accordance with this Schedule 46.

Open Book Basis means the provision of any pricing, costing and other information on an open book basis to enable an assessment of actual costs and profit margins, including a breakdown of all relevant:

- (a) preliminaries;
- (b) insurances;
- (c) labour
- (d) equipment;
- (e) materials;
- (f) subcontract costs;
- (g) indexation adjustments for inflation;
- (h) currency components;
- (i) margins; and
- (j) discount rates used to calculate net present values,

in a clear and transparent manner.

Request means any request or requests for information referred to in clause 3.2.

Unless stated otherwise:

- (a) a reference in this Schedule 46 to a clause, or an Appendix, is a reference to a clause, or Appendix, of this Schedule 46; and
- (b) a reference in an Appendix to a paragraph is a reference to a paragraph of that Appendix.

3. Collaboration on initial project definition

3.1 Approach to consideration of proposed Augmentation

The parties acknowledge that the project definition, planning and development of the proposed Augmentation will include developing options for the:

- (a) **(Procurement and Delivery)**: procurement and delivery of the proposed Augmentation, including procurement of Contestable Components and Non-

Contestable Components, during the construction and operations phases of the Augmentation;

- (b) **(Operations)**: operation and maintenance arrangements for the NWRL to incorporate the proposed Augmentation; and
- (c) **(Financing)**: financing of the proposed Augmentation and/or approvals from existing OpCo financiers to the proposed Augmentation.

3.2 Requests for Information

- (a) The parties acknowledge that TfNSW may require initial information before it engages with OpCo in relation to the project definition of a proposed Augmentation.
- (b) At any time (and without limiting the number of times TfNSW may do so) TfNSW may issue to OpCo a request for information to assist its consideration of the proposed Augmentation. The information requested may include:
 - (i) **(Procurement and Delivery)**: information in relation to the procurement and delivery of the proposed Augmentation, including:
 - A. feedback in relation to the benefits for OpCo and TfNSW of the various options for works packaging and project delivery;
 - B. the benchmarking of costs particularly for works packages that may be proposed by OpCo to be non-contestable; and
 - C. other aspects relating to project definition;
 - (ii) **(Operations and Maintenance)**: information in relation to the operation and maintenance of the Augmentation, including:
 - A. quantification of reduced costs of operation and maintenance and other synergies;
 - B. options for the operating and asset management plan for the combined NWRL/Augmentation;
 - C. options in relation to rolling stock to implement the potential operating and asset management plan(s);
 - D. an assessment of the impact of the Augmentation on the NWRL; and
 - E. analysis of potential impacts on the service payment abatement regime for the combined NWRL/Augmentation (on a comparable basis to that in this deed for NWRL);
 - (iii) **(Financing)**: information in relation to the financing of the proposed Augmentation, including:
 - A. an indicative commercial structure for the Augmentation and how it will interface with the existing commercial structure for the NWRL; and
 - B. an initial financing plan; and

- C. a summary of commercial terms for debt and equity; and
- (iv) **(Other information)**: any other information considered relevant by TfNSW.
- (c) In respect of any Request, OpCo must provide to TfNSW the information requested as soon as practicable after TfNSW has given its written approval to OpCo for OpCo to incur third party costs in respect of that Request.
- (d) At the request of either party, OpCo and TfNSW will meet to discuss the information provided.
- (e) TfNSW may, at any time, ask OpCo to provide an estimate of the third party costs that OpCo will incur in complying with its obligations under clause 3.2(b) in respect of any Request. OpCo must, at its cost, promptly provide that estimate.
- (f) If TfNSW has given its written approval to OpCo for OpCo to incur third party costs in respect of the preparation of information requested by TfNSW, OpCo will, subject to paragraph (g), be entitled to those third party costs which are reasonably and properly incurred by OpCo in preparing the information requested but capped at the amount of any estimate provided by OpCo under clause 3.2(e) (or such higher amount as TfNSW may approve in writing). TfNSW will reimburse OpCo such costs on a monthly basis.
- (g) The third party costs referred to in clause 3.2(b)(ii) and clause 3.2(b)(iii) must not include any margin (including any profit or costs for on-site and off-site overheads, administration or corporate expenses). However, if the third party costs referred to in 3.2(b)(ii) and clause 3.2(b)(iii) exceed \$2 million, those costs in excess of \$2 million may include a margin.
- (h) In consideration for TfNSW reimbursing OpCo its third party costs in accordance with clause 3.2(f), OpCo will use its best endeavours to minimise such costs.
- (i) In this clause 3, third party costs means any costs incurred by OpCo in engaging any party other than itself, including members of the Core Contractors and OpCo shareholders.

4. Appointment of senior management team and representative

- (a) At TfNSW's request, OpCo must at its cost establish a senior management capability to progress planning for the Augmentation and to manage its obligations under this Schedule 46 promptly after receiving TfNSW's request. Prior to appointing the senior managers to this role, OpCo must advise TfNSW of their names and their credentials for the role and allow TfNSW sufficient time for it to make comments to OpCo on their suitability for the role. OpCo must not, without TfNSW's consent, appoint to the role persons who are key personnel on NWRL specified in Schedule 7.
- (b) TfNSW may request that OpCo appoint a person to be OpCo's representative for the purposes of the proposed Augmentation. OpCo must as soon as practicable after receipt of the Request:
- (i) appoint an appropriately qualified person to be OpCo's representative; and
- (ii) notify TfNSW of the name and contact details of the representative.

5. Augmentation Consultation Group

- (a) At TfNSW's request, OpCo must establish an Augmentation Consultation Group in relation to the proposed Augmentation.
- (b) The Augmentation Consultation Group must consist of:
 - (i) TfNSW's Representative or such other person nominated by TfNSW to be TfNSW's representative with respect to the proposed Augmentation;
 - (ii) the representative appointed by OpCo in accordance with clause 4(b), if applicable, or otherwise OpCo's Representative;
 - (iii) 2 persons from each party holding positions more senior than the persons referred to in clause 5(b)(i) and 5(b)(ii) (as applicable to the relevant party); and
 - (iv) such other persons as the parties agree on.
- (c) The persons referred to in clause 5(b) may appoint delegates to attend Augmentation Consultation Group meetings in their absence.
- (d) The objectives of the Augmentation Consultation Group are to:
 - (i) establish and oversee work streams which will consider, develop and report to the Augmentation Consultation Group in respect of options for the:
 - A. procurement and delivery of the proposed Augmentation;
 - B. the operation arrangements for the NWRL to incorporate the proposed Augmentation; and
 - C. financing of the proposed Augmentation;
 - (ii) if TfNSW accepts an Augmentation Proposal in accordance with clause 12(a) and if requested to do so by TfNSW:
 - A. oversee the planning, progress and implementation of the Augmentation;
 - B. agree and approve key activities and deliverables in respect of the Augmentation; and
 - C. ensure that all stakeholders in the Augmentation are involved and kept informed as to the planning, progress and status of the Augmentation;
 - (iii) provide a forum for the discussion of matters relating to the proposed Augmentation, including the proposed staging of the Augmentation and how OpCo's role may vary in each stage;
 - (iv) assist with the resolution of any matters referred to the Augmentation Consultation Group by a party.
- (e) The Augmentation Consultation Group will meet at least monthly or as otherwise agreed by the parties.

- (f) TfNSW's Representative will convene and chair meetings of the Augmentation Consultation Group and will take the minutes of all meetings and distribute the minutes to the members of the Augmentation Consultation Group.
- (g) At TfNSW's request, OpCo must procure the attendance of representatives of the D&C Contractor, the O&M Contractor or the Alstom Significant Contractor at meetings of the Augmentation Consultation Group as observers. TfNSW is also entitled to have representatives of the State or any Authority attend meetings as observers.
- (h) TfNSW may have representatives of Other Contractors that have been proposed to carry out any elements of the Augmentation attend meetings of the Augmentation Consultation Group.
- (i) Nothing which occurs during a meeting of the Augmentation Consultation Group or any work stream will:
 - (i) relieve OpCo from, or alter or affect, OpCo's liabilities or responsibilities whether under this deed or otherwise according to Law;
 - (ii) prejudice TfNSW's rights against OpCo whether under this deed or otherwise according to Law; or
 - (iii) be construed as a direction by TfNSW to do or not do anything.

6. Notices of Proposed Augmentation

- (a) After considering the outcome of the processes described in clauses 3 and 5, TfNSW may at any time (and without limiting the number of times TfNSW may do so) issue to OpCo a notice titled "Notice of Proposed Augmentation" setting out the details of the proposed Augmentation or any part or stage thereof, including TfNSW's proposed requirements for any OpCo Augmentation Components.
- (b) A Notice of Proposed Augmentation in respect of the proposed Augmentation or any part or stage thereof may set out at TfNSW's discretion any one or more of the matters set out in Part A of Appendix 1 or such other matters as TfNSW may require.
- (c) TfNSW and OpCo acknowledge and agree that the best outcome for the Augmentation will be achieved if the parties discuss and undertake interactive workshops in relation to the proposed scope of the Augmentation prior to the issue of a Notice of Proposed Augmentation.

7. Costs of preparation of Augmentation Proposals

- (a) In respect of any Notice of Proposed Augmentation, OpCo must, as soon as practicable after receipt of a Notice of Proposed Augmentation, provide TfNSW with a price, terms of payment and the period of time required, for the preparation of the Augmentation Proposal. The price for the preparation of the Augmentation Proposal must be an estimate of the costs that will be reasonably and properly incurred by OpCo in preparing the Augmentation Proposal.
- (b) OpCo's price and terms of payment must reflect a sharing of risk between OpCo and TfNSW.
- (c) OpCo's price must include:

- (i) a fixed price for the design and specification work required by OpCo and the O&M Contractor in order to prepare the operations and maintenance and financing components of the Augmentation Proposal;
 - (ii) as far as practicable, a fixed price for the design and specification work required by OpCo in order to prepare the procurement and delivery components of the Augmentation Proposal.
- (d) Any related entity costs are to be separately identified together with supporting documentation demonstrating that the costs are fair and reasonable and reflect commercial arm's length arrangements.
 - (e) OpCo's price must set out a detailed breakdown of the costs and time allowed to prepare the Augmentation Proposal.
 - (f) OpCo's price is to be supported by a detailed project plan and organisation structure indicating the major phases, components, tasks and resource commitment both internal and external to a level of detail sufficient to allow a comprehensive understanding of the formulation of the proposed price. The proposed price is to be supported by an assumption book explaining in sufficient detail the basis and reasonableness of estimates.
 - (g) To the extent it is able to do so, TfNSW will provide OpCo with any further details of the OpCo Augmentation Components reasonably requested by OpCo to assist in determining a price for preparing the Augmentation Proposal.
 - (h) Within 10 Business Days of receipt of OpCo's proposed price for the preparation of the Augmentation Proposal, TfNSW's Representative must advise OpCo whether:
 - (i) TfNSW agrees to the price and terms of payment, in which case OpCo must prepare the Augmentation Proposal; or
 - (ii) TfNSW does not agree with the price and terms of payment, in which case TfNSW may:
 - A. suggest an alternative price and terms;
 - B. require OpCo to submit a further price and terms; or
 - C. inform OpCo that it does not wish to proceed to require OpCo to prepare the Augmentation Proposal.
 - (i) OpCo will only be entitled to be paid for an Augmentation Proposal issued in response to a Notice of Proposed Augmentation issued by TfNSW under clause 6.

8. Requirements for Augmentation Proposals

- (a) If OpCo is required to prepare an Augmentation Proposal in accordance with clause 7(f), it must prepare and submit the Augmentation Proposal to TfNSW as soon as practicable and within the period of time provided by OpCo in accordance with clause 7(a), after TfNSW's agreement to the price for the relevant Augmentation Proposal in accordance with clause 7.
- (b) Any Augmentation Proposal submitted by OpCo in accordance with clause 8(a) must respond to all matters set out in the relevant Notice of Proposed Augmentation, must be prepared in accordance with clause 9 and must set out

detailed particulars of the matters set out in Part B of Appendix 1 or such other particulars as TfNSW may reasonably require.

9. Manner of preparation of Augmentation Proposals

Any Augmentation Proposal submitted by OpCo in accordance with clause 8 must be prepared:

- (a) generally in accordance with the pricing methodology set out in Appendix 2;
- (b) such that the acceptance by OpCo of the whole of life operation and maintenance responsibility and risk in respect of the NWRL, the Augmentation and, to the extent not addressed by the foregoing, the NWRL as augmented by the Augmentation, is consistent with OpCo's acceptance of risk in respect of the NWRL pursuant to this deed;
- (c) so as to maximise the use of open, transparent and specified tender processes in the delivery of the OpCo Augmentation Components;
- (d) assuming OpCo is a willing, efficient and competent provider of the OpCo Augmentation Components in an efficient and competitive market;
- (e) in a manner which is consistent with the requirements of TfNSW for the delivery of the OpCo Augmentation Components in accordance with the Notice of Proposed Augmentation;
- (f) so as to ensure that TfNSW receives value for money and that any payment to OpCo with respect to any OpCo Augmentation Components is fair and reasonable and is calculated in a manner that is transparent and avoids any double counting;
- (g) so as to ensure that the OpCo Augmentation Components are delivered with minimal use of Non-Contestable Components;
- (h) so as to minimise to the extent possible the disruption to the NWRL and the Sydney public transport network and its customers arising from the delivery of the OpCo Augmentation Components;
- (i) so as to minimise to the extent possible any delay in achieving Completion arising from the delivery of the OpCo Augmentation Components, to the extent that Completion has not yet been achieved;
- (j) so as to avoid any adverse safety impacts from the implementation of the Augmentation and the delivery of the OpCo Augmentation Components;
- (k) in a manner which ensures that all appropriate insurances relevant to the OpCo Augmentation Components are taken out and maintained consistently with those that would have been required by TfNSW if the OpCo Augmentation Components had been included in the original requirements of this deed, unless TfNSW otherwise determines; and
- (l) in the form of an offer capable of acceptance by TfNSW.

10. Finance

10.1 Arranging finance

- (a) If TfNSW requires OpCo to finance the OpCo Augmentation Components (or any part of them), OpCo must use all prudent and commercial endeavours to procure finance for the relevant OpCo Augmentation Components, or part thereof, upon terms which:
 - (i) optimise the levels of debt and equity in order to minimise the average cost of capital for the project, taking into account:
 - A. the availability of financing in the market at the time;
 - B. the levels of debt and equity achieved in similar transactions; and
 - C. the risk allocation that is proposed for the Augmentation;
 - (ii) are the most favourable terms available from existing or potential financiers (provided that, if clause 10.1(c) applies, this clause 10.1(a)(ii) does not require OpCo to source equity at a return which is lower than that contemplated under clause 10.1(c)); and
 - (iii) are acceptable to TfNSW's Representative.
- (b) TfNSW reserves the right to finance the OpCo Augmentation Components (or any part of them).
- (c)

10.2 Right to request Refinancing

- (a) TfNSW may, as part of a Notice of Proposed Augmentation under clause 6, by notice in writing to OpCo, require the OpCo to request potential financiers to provide terms for a potential Refinancing (**Refinancing Request Notice**).
- (b) TfNSW and OpCo must meet to discuss the Refinancing Request Notice within 20 Business Days of the Refinancing Request being prepared to discuss the evidence available to both parties about the availability and terms of financing.
- (c) TfNSW may choose to withdraw the Refinancing Request Notice at any time until the date that is 10 Business Days after the meeting.
- (d) Upon the issue of a Refinancing Request Notice, OpCo must:
 - (i) request potential financiers provide terms for a potential Refinancing (the **Refinancing Request**);
 - (ii) act promptly, diligently and in good faith with respect to the Refinancing Request;

- (iii) use all reasonable endeavours to obtain the most favourable terms from existing or potential financiers for a potential Refinancing; and
- (iv) following the receipt of all responses from all potential financiers to which the Refinancing Request was issued, either provide:
 - A. full details of the proposed Refinancing to TfNSW, including a financial model, the basis for the assumptions used in the financial model and evidence that the assumptions represent the most favourable available terms for the potential Refinancing; and
 - B. initial drafts of any changes to this deed required to give effect to the proposed Refinancing; or
- (e) Following receipt of the information referred to in clause 10.2(d)(iv), TfNSW may, at its absolute discretion:
 - (i) instruct OpCo to implement the proposed Refinancing; or
 - (ii) instruct OpCo to discontinue the proposed Refinancing (in which case TfNSW will also reimburse OpCo for the reasonable costs, including legal and financial adviser fees, incurred by OpCo in respect of the proposed Refinancing),

and OpCo must use all reasonable endeavours to comply with TfNSW's instructions.

10.3

11. Open book and audit

- (a) During the negotiations under this Schedule 46, OpCo must in respect of Non-Contestable Components:
- (i) provide any pricing, costing and other information relating to OpCo, or any Significant Contractor which proposes to deliver Non-Contestable Components; and
 - (ii) use best endeavours to provide any pricing, costing and other information relating to any other OpCo Contractor or any other proposed contractor of OpCo which is proposed to deliver Non-Contestable Components,
- on an Open Book Basis.
- (b) In respect of Non-Contestable Components, if required by TfNSW, OpCo must provide, and must:
- (i) procure that the Significant Contractors which propose to deliver Non-Contestable Components provide; and
 - (ii) use best endeavours to procure that any other OpCo Contractor or other proposed contractor of OpCo which is proposed to deliver Non-Contestable Components provides,

TfNSW with full access to internal cost estimation, programming, contingency and risk information used by OpCo, any OpCo Contractor or any proposed contractor of OpCo (as applicable) for their own purposes in relation to:

- (iii) the Non-Contestable Components (but, in the case of the Alstom Significant Contractor, only those Non-Contestable Components for which the pricing is not fixed in Appendix 3); and
 - (iv) OpCo's Activities to the extent relevant to the Non-Contestable Components (to the extent TfNSW reasonably considers the information relevant to its assessment of the impacts of the Augmentation and such information is reasonably available).
- (c) In respect of Non-Contestable Components (but, in the case of the Alstom Significant Contractor, only those Non-Contestable Components for which the pricing is not fixed in Appendix 3), OpCo must allow, and must:
- (i) procure that O&M Contractor or the Alstom Significant Contractor allow; and
 - (ii) use best endeavours to procure that any other OpCo Contractor or any other proposed contractor of OpCo allows,
- TfNSW and its nominees to review and undertake audits of all records and information held by OpCo to enable TfNSW to verify OpCo's compliance with this Schedule.
- (d) In respect of Contestable Components, OpCo must demonstrate to TfNSW's Representative's reasonable satisfaction that an auditable and competitive tender process has been carried out with respect to the component to be provided by that OpCo Contractor or proposed contractor of OpCo.
- (e) If:
- (i) TfNSW determines that an Augmentation Component, other than those specified in Appendix 3 to this Schedule 46, is a Non-Contestable Component; and
 - (ii) it is proposed that that Non-Contestable Component is to be delivered by a Core Contractor,
- then, in respect of that Non-Contestable Component only, references to "any Significant Contractor" in clause 11(a)(i) and "the Significant Contractor" in clause 11(b)(i) will be read as "the Core Contractor".

12. Negotiations in good faith

- (a) In respect of any Augmentation Proposal, TfNSW's Representative may:
 - (i) accept the Augmentation Proposal and work towards financial close; or
 - (ii) reject the Augmentation Proposal and require OpCo to negotiate in good faith with TfNSW to agree on the terms on which the OpCo Augmentation Components will be delivered.
- (b) If TfNSW accepts the Augmentation Proposal, OpCo must deliver the OpCo Augmentation Components in accordance with the Augmentation Proposal.
- (c) If TfNSW requires OpCo to enter into negotiations in accordance with this clause:

- (i) OpCo must meet at such times and provide such further details and such appropriately qualified personnel to explain, as required by TfNSW to enable TfNSW to assess and negotiate the Augmentation Proposal; and
 - (ii) TfNSW may establish, and OpCo must comply with, a negotiation protocol regarding matters such as the manner in which meetings, negotiations, decisions and staff liaison will be managed.
- (d) TfNSW:
- (i) will not be obliged to proceed with any OpCo Augmentation Components proposed in a Notice of Proposed Augmentation; and
 - (ii) reserves the right at any time to have any OpCo Augmentation Components (or any part of the OpCo Augmentation Components) the subject of a Notice of Proposed Augmentation carried out as Proximate Work Activities or as a Modification.

13. Negotiations with OpCo's Contractors

- (a) TfNSW reserves the right to negotiate directly with OpCo's Contractors in relation to the Augmentation (or any part or stage thereof).
- (b) OpCo must provide any reasonable assistance required by TfNSW in negotiating with OpCo's Contractors.

14. Tender requirements

OpCo acknowledges that the integrity of any tender process undertaken as part of an Augmentation is critical to TfNSW. OpCo must comply, and must procure that its Associates comply, with all arrangements and restrictions imposed by TfNSW to maintain the integrity of any tender process undertaken by TfNSW or OpCo in relation to an Augmentation, including:

- (a) restrictions imposed by TfNSW on dealings between OpCo and tenderers;
- (b) restrictions imposed by TfNSW on the right of OpCo and its Associates to tender for work;
- (c) restrictions imposed by TfNSW on the ability of OpCo to use cost and price sensitive information to which OpCo is privy as a result of being a party to this deed; and
- (d) that the tender process must comply with the NSW Government Code of Practice for Procurement and the NSW Working with Government Guidelines.

15. Letting of contracts

- (a) Unless otherwise agreed with TfNSW, when letting any contracts and works packages for any Contestable Components (or packages of Contestable Components), OpCo must:
 - (i) comply with TfNSW's requirements as advised by TfNSW from time to time;
 - (ii) comply with clause 54 of the Operative Provisions in relation to the contracts and works packages;

- (iii) allow TfNSW to:
 - A. be present at the opening of any tender documentation;
 - B. attend meetings with tenderers; and
 - C. participate in all tender evaluations.
- (b) TfNSW will advise OpCo in writing which of the contracts to be let by or on behalf of OpCo for any Contestable Components (or packages of Contestable Components) will require TfNSW's prior approval before being let.
- (c) In respect of the contracts to which clause 15(b) applies:
 - (i) before issuing a request for tenders, OpCo must provide a list of its preferred tenderers to TfNSW's Representative, which:
 - A. must be experienced and capable contractors for the relevant Contestable Component; and
 - B. may include the existing OpCo Contractors for the relevant Contestable Component but otherwise must not (without TfNSW's consent) include:
 - 1) any Associate of OpCo; or
 - 2) any Related Body Corporate to any other of the service providers asked by OpCo to submit an offer;
 - (ii) TfNSW's Representative may review and either approve or reject any or all of the preferred tenderers (acting reasonably);
 - (iii) OpCo must provide TfNSW with any request for tender that OpCo proposes to issue to prospective tenderers;
 - (iv) any request for tender issued by OpCo for any Contestable Component (or package of Contestable Components) must:
 - A. provide such information concerning the Augmentation, the relevant Contestable Component (or package of Contestable Components) and the Project Agreements as TfNSW reasonably requires to ensure the tenderers are fully informed of the opportunity tendered;
 - B. impose a duty of confidentiality on tenderers;
 - C. require tenders to be conforming, and irrevocable for a period of six months (or such other period as required for TfNSW and OpCo to reach contractual close on the OpCo Augmentation Components);
 - D. require tenderers to acknowledge and comply with any subcontracting requirements set out in this deed;
 - E. attach a draft subcontract substantially on the same or better terms (other than price and term) as the current Subcontract for the provision of those tendered works or services; and

- F. require tenderers to accept the terms of the draft subcontract;
- (v) OpCo must procure offers in response to the request for tender by competitive tender from at least three preferred tenderers (unless otherwise agreed by TfNSW having regard to the scope and nature of the relevant tender package) who have not been rejected by TfNSW's Representative;
- (vi) each offer obtained under clause 15(c)(v) must address the following criteria:
 - A. details of the contract price, which reflect a competitive pricing of the relevant Contestable Component in the then current market;
 - B. current capacity and capability to carry out or provide the relevant Contestable Component, including current workload and resources plans, key people, subcontractors and consultants;
 - C. previous performance of works or activities similar to the relevant Contestable Component;
 - D. financial capacity; and
 - E. demonstration that the contractor will be able to meet the relevant scope, performance and technical requirements;
- (vii) within 20 Business Days after the closing date for each invitation to tender, OpCo must provide TfNSW's Representative with a copy of all tender documents received together with a preliminary report regarding those tenders, containing a recommendation as to which tenderer OpCo considers should be selected;
- (viii) TfNSW's Representative may, within 10 Business Days of receiving the recommendation under clause 15(c)(vii), give OpCo written notice of any concerns it has with that recommendation;
- (ix) where TfNSW gives notice under clause 15(c)(viii) OpCo must not allow a contract in relation to the tender to be let until the concern raised by TfNSW has been resolved to the satisfaction of TfNSW (acting reasonably);
- (x) if TfNSW's Representative approves OpCo's recommendation or its concerns regarding the recommendation have been resolved, OpCo must enter into a contract with the approved tenderer on the basis of:
 - A. the subcontract referred to in clause 15(c)(iv)E with only such amendments as TfNSW's Representative has approved; and
 - B. the subcontract price approved by TfNSW's Representative;
- (xi) OpCo must keep TfNSW's Representative fully informed of the progress of each tender process and give TfNSW's Representative such details of the tender documents and tenders as TfNSW's Representative may require; and

- (xii) OpCo must carry out the tender processes so as to ensure the probity and competitiveness of the tender process, and must treat all tenderers in a fair and unbiased manner and in all respects conduct the tender processes professionally and in accordance with good practice and the principles of fairness and justice.

16. Cooperation with TfNSW tender process

- (a) If TfNSW engages in a tender process for any Proximate Work Activities, and provided that the parties have agreed OpCo's project management fee contemplated by Appendix 2, clause 3.2, OpCo must provide TfNSW with any assistance TfNSW may reasonably require relating to the development of any tender documentation for the Proximate Work Activities.
- (b) If required by TfNSW, OpCo must:
 - (i) attend meetings with tenderers;
 - (ii) assist TfNSW in answering questions submitted by tenderers;
 - (iii) assist TfNSW in assessing all or any specified part of tenders received;
 - (iv) work with TfNSW and the tenderers to develop a preliminary site access schedule; and
 - (v) provide any other assistance reasonably requested by TfNSW in relation to the conduct of the tender process.
- (c) OpCo must allow tenderers to undertake site inspections of the NWRL provided that OpCo is given reasonable notice of the proposed inspection and subject to OpCo's reasonable safety and security constraints.
- (d) If requested by TfNSW, OpCo must enter into and actively participate in, good faith discussions with TfNSW and any Other Contractors regarding alternative project procurement methods, including any alliancing or partnering arrangements.
- (e) OpCo must not (nor permit its Associates to) tender for or carry out any element of the Proximate Work Activities (including as a subcontractor), except where:
 - (i) the express written approval of TfNSW's Representative is obtained; and
 - (ii) OpCo and its Associates comply with any conditions that may be imposed by TfNSW's Representative in respect of their involvement in a tender for, and the carrying out of, the Proximate Work Activities.

17. Interface requirements

Where TfNSW proposes an Augmentation, OpCo acknowledges and agrees that:

- (a) TfNSW may at any time procure Other Contractors to carry out all or part of the work required for the Augmentation not being undertaken by OpCo (including the permanent route infrastructure and the station construction and fit-out required for the Augmentation);
- (b) if TfNSW procures any Other Contractor to carry out the design, construction and/or commissioning of works required for the Augmentation, it will, if requested

by TfNSW, enter into a cooperation and integration deed addressing the type and nature of the matters set out in the TSC - OTS Cooperation and Integration Deed and such other matters required by TfNSW; and

- (c) if required by TfNSW, OpCo will seek to negotiate and agree cooperation and interface arrangements with other persons who may be impacted by, or who may otherwise have an interest in, such Augmentation (including any Authorities).

18. Access

OpCo must provide TfNSW (and any person authorised by TfNSW) with such access to the Construction Site and the Licensed Maintenance Area as may be required by TfNSW to enable TfNSW and any authorised persons to perform any investigations, surveys or tests in connection with the proposed Augmentation, subject to OpCo's reasonable safety and security constraints.

19. General obligations in the delivery of Augmentations

In relation to any Augmentation, provided that the parties have agreed OpCo's project management fee contemplated by Appendix 2, clause 3.2, OpCo must, and must ensure that OpCo's Contractors:

- (a) assist TfNSW in:
 - (i) ensuring that any Augmentation is compatible with; and
 - (ii) integrating any Augmentation with,
the NWRL;
- (b) manage and minimise any disruption to OpCo's Activities during the implementation of the Augmentation by putting into place appropriate arrangements, procedures and protocols with regard to the management, continuity and safe operation of the NWRL;
- (c) operate rapid transit services, provide access, exercise operational control and maintain the NWRL during the implementation of the Augmentation in a manner which facilitates the completion of the Augmentation in a safe, timely and cost effective manner;
- (d) if any pre-existing policy, practice or procedure used in the conduct of OpCo's Activities is not fully compatible with the implementation of an Augmentation, develop a transitional policy, practice or procedure that is fully compatible with the implementation of the Augmentation;
- (e) mitigate any loss or damage suffered by OpCo as a result of the implementation of the Augmentation;
- (f) review and comment on any material provided by TfNSW to OpCo in relation to the Augmentation, including:
 - (i) any design documentation prepared by Other Contractors;
 - (ii) any construction program or methodology prepared by Other Contractors;

- (iii) site access plans;
 - (iv) interface management plans;
 - (v) occupational health and safety plans;
 - (vi) design management plans;
 - (vii) project staging plans;
 - (viii) inspection, testing, commissioning, operation and maintenance plans;
and
 - (ix) stakeholder and community involvement plans;
- (g) make resources available as reasonably required to assist TfNSW in the design, construction, testing and commissioning of an Augmentation; and
 - (h) do anything (including executing any document or entering into an agreement with a third party on terms which are commercially reasonable) which TfNSW reasonably requires in order to give full effect to this clause.

20. Right to terminate

TfNSW may terminate this deed pursuant to clause 42.7 of the Operative Provisions if in TfNSW's view it is unlikely that the parties will be able to reach agreement on any matters that are the subject of this Schedule 46. This clause does not in any way limit TfNSW's rights under clause 42.7 of the Operative Provisions.

21. Right to discontinue

TfNSW may at its discretion by notice to OpCo at any time discontinue any processes under this Schedule 46 or any negotiations with OpCo in relation to an Augmentation. Without in any way limiting its rights under this clause, TfNSW may exercise this right in the event that the outcome of the processes or negotiations with OpCo are, in the view of TfNSW, unsatisfactory, OpCo fails to achieve Completion of NWRL by the Date for Completion or OpCo's operation of the NWRL is, in view of TfNSW, unsatisfactory.

22. No obligation to review

- (a) TfNSW does not assume or owe any duty of care to OpCo to review any documents or other material submitted by OpCo in relation to any proposed Augmentation for errors, omissions or compliance with this deed.
- (b) No review of, comments upon, or notice in respect of, or any failure to review, comment upon or give any notice in respect of, any documents or other material submitted by OpCo in relation to any proposed Augmentation will:
 - (i) relieve OpCo from, or alter or affect, OpCo's liabilities, obligations or responsibilities whether under this deed or otherwise according to Law; or
 - (ii) prejudice or limit TfNSW's rights against OpCo whether under this deed or otherwise according to Law.

23. **Probity**

TfNSW reserves the right to engage a probity adviser or auditor to observe and review the negotiations under this Schedule 46 and any competitive process under clause 14(d).

24. **No Claim**

OpCo will not be entitled to make any Claim against TfNSW arising out of or in connection with a failure by TfNSW to exercise its rights under this Schedule 46 or a failure by the parties to reach an agreement.

25. **Intellectual Property**

All proprietary, intellectual property comprised in or that relates to any information provided to TfNSW in response to any Request and in any Augmentation Proposal, whether owned by OpCo or any other person, is licensed in perpetuity and royalty-free by OpCo to TfNSW, its officers, employees, agents and advisers to copy, adapt, modify, disclose or do anything else necessary at TfNSW's sole discretion, provided that to the extent that any intellectual property qualifies as "Trains and Signalling Intellectual Property" as defined in Schedule 34 that intellectual property shall be licensed to TfNSW on the same terms as it is in Schedule 34 save that all references to NWRL shall be read as the Augmentation.

Appendix 1 — Requirements for Augmentation Proposal

Part A - Requirements for Notice of Proposed Augmentation

1. Procurement and Delivery

- 1.1 TfNSW's proposed contractual structure for the delivery of the Augmentation and the OpCo Augmentation Components (or any options TfNSW is considering in relation to such structure), or the provision of services which may or may not include elements of any one or more of the following:
- (a) TfNSW procuring certain elements of the Augmentation (including the permanent route infrastructure and the station construction and fit-out) to be carried out by Other Contractors as Proximate Work Activities;
 - (b) design and interface management or joint project management by OpCo of any elements of the Augmentation to be carried out by Other Contractors as Proximate Work Activities (with OpCo being compensated at the rates and margins specified in Appendix 2);
 - (c) OpCo procuring any OpCo Augmentation Components at the OpCo Augmentation Component Option Prices set out in Appendix 3 (to the extent that such OpCo Augmentation Component Option Prices have not reached their validity expiry date);
 - (d) OpCo procuring any OpCo Augmentation Components under an alliance or early contractor involvement contract;
 - (e) competitive tendering by OpCo for the procurement of any Contestable Components and (to the extent that any OpCo Augmentation Component Option Prices set out in Appendix 3 have reached their validity expiry date or TfNSW does not believe that they represent market value) any Non-Contestable Components; and
 - (f) procurement by OpCo of any Non-Contestable Components.
- 1.2 Details of the elements of the OpCo Augmentation Components which, in TfNSW's opinion are Contestable Components and may be put to competitive tender.
- 1.3 An indicative delivery program for the proposed Augmentation, including an indication of anticipated timeframes for delivery of the OpCo Augmentation Components and any interfaces between any OpCo Augmentation Components and any parts of the Augmentation that TfNSW proposes to have carried out by Other Contractors as Proximate Work Activities.
- 1.4 TfNSW's requirements for the management and provision of design, construction, testing, commissioning and completion of the Augmentation.
- 1.5 TfNSW's requirements for the independent certification of the design, construction, testing, commissioning and completion of the Augmentation.
- 1.6 TfNSW's requirements for an independent certifier to be jointly engaged by the parties (and any other persons nominated by TfNSW).
- 1.7 An outline of any amendments TfNSW proposes to make to this deed and any other Project Agreements (including the proposed risk allocation relating to the proposed Augmentation and to include any works required to be carried out by OpCo as part of the OpCo Augmentation Components within the scope of the OpCo Works).

- 1.8 Draft technical specifications relating to the OpCo Augmentation Components.
 - 1.9 TfNSW's preliminary reference design for the proposed Augmentation.
 - 1.10 Details of the land TfNSW proposes to make available to OpCo with respect to the Augmentation.
 - 1.11 Any studies, reports or similar material available to TfNSW which TfNSW proposes to provide as Information Documents.
 - 1.12 TfNSW's requirements for any project plans to be prepared by OpCo with respect to the proposed Augmentation.
 - 1.13 TfNSW's proposed strategy for obtaining planning approval with respect to the proposed Augmentation.
 - 1.14 TfNSW's requirements for OpCo to obtain any:
 - (a) additional Approvals; or
 - (b) amendments, modifications or variations to any Approval or OpCo's Accreditation.
 - 1.15 1 TfNSW's requirements for OpCo to manage any communications and community relations issues arising from the proposed Augmentation.
 - 1.16 TfNSW's requirements for the management of any tender process to be carried out by OpCo in relation to the proposed Augmentation.
 - 1.17 TfNSW's requirements and timetable for the management of the negotiation process for the proposed Augmentation.
 - 1.18 TfNSW's requirements to minimise the impact of the delivery of the proposed Augmentation on the NWRL and its customers.
 - 1.19 Details of any interface arrangements that TfNSW requires OpCo to enter into or comply with in respect of the proposed Augmentation (including with any Other Contractors or Authorities).
 - 1.20 Any information TfNSW requires from OpCo regarding the OpCo Augmentation Components or the Augmentation generally.
 - 1.21 TfNSW's requirements with respect to Other Contractors carrying out all or part of the work required for the Augmentation (including the permanent route infrastructure and the station construction and fit-out required for the Augmentation), including requirements for any cooperation and integration deed addressing the type and nature of the matters set out in the TSC - OTS Cooperation and Integration Deed and such other matters required by TfNSW.
2. **Operations and Maintenance**
- 2.1 TfNSW's requirements for OpCo to provide services and operate and maintain any additional works or rolling stock.
 - 2.2 TfNSW's expectation of the extent of cost benefits and synergies which will arise from the combined operation and maintenance of the NWRL and the Augmentation.
 - 2.3 TfNSW's expectations in relation to a future profit sharing mechanism where the expected cost benefits and synergies from the combined operation and maintenance of the NWRL and the Augmentation have not been realised under the Augmentation Proposal.

3. **Finance**

- 3.1 TfNSW's requirements (if any) for OpCo to finance the OpCo Augmentation Components or any part of them.
- 3.2 TfNSW's requirements (if any) for OpCo to obtain financier approvals or issue a Refinancing Request (as defined in clause 10.2(d)(i)) in accordance with clause 10.2 in connection with the Augmentation.

4. **Costs**

- 4.1 The extent to which TfNSW believes that any costs for OpCo Augmentation Components can be benchmarked against costs available in the market place for similar assets and services.
- 4.2 Details of TfNSW's proposed manner of payment of the OpCo Augmentation Cost, including:
- (a) by a schedule of lump sum milestone payments;
 - (b) by adjustment to the Service Payment; or
 - (c) by a combination of the above.
- 4.3 Other commercial issues
- 4.4 TfNSW's requirements with respect to any intellectual property required for the proposed Augmentation.
- 4.5 TfNSW's requirements with respect to any insurances to be taken out with respect to the proposed Augmentation.
- 4.6 Any other information considered relevant by TfNSW.

Part B Requirements for Augmentation Proposal

1. **Procurement and Delivery**

- 1.1 Any changes which OpCo proposes to TfNSW's proposed contractual structure for delivering the OpCo Augmentation Components, together with the reasons for the changes.
- 1.2 How OpCo proposes to provide value for money for TfNSW in delivering the OpCo Augmentation Components, including how OpCo will:
- (a) seek competitive prices for any Contestable Components;
 - (b) ensure that TfNSW receives value for money with respect to any Non-Contestable Components; and
 - (c) capture for the benefit of TfNSW the cost savings arising from the combined operations and maintenance of the NWRL and the Augmentation.
- 1.3 Any alternative options proposed by OpCo for delivering the OpCo Augmentation Components.
- 1.4 A delivery program identifying the staging of works and any requirements for possessions of any railways, including NWRL.
- 1.5 Any elements of the OpCo Augmentation Components which OpCo reasonably considers to be Non-Contestable Components:

- (a) taking into account any opinion expressed by TfNSW in the Notice of Proposed Augmentation with respect to the elements of the OpCo Augmentation Component which have ceased to be Non-Contestable Components; and
 - (b) provided that OpCo may not identify any systems or components other than those listed in Appendix 3 as Non-Contestable Components.
- 1.6 OpCo's confirmation that it will deliver the OpCo Augmentation Components consistently with the specified requirements of TfNSW.
 - 1.7 OpCo's response to TfNSW's proposed amendments to the terms of this deed and the proposed risk allocation for the Augmentation.
 - 1.8 The effect of the Augmentation on OpCo's Accreditation and OpCo's proposal to ensure that it has the necessary Accreditation required to meet OpCo's obligations regarding the Augmentation.
 - 1.9 The effect of the Augmentation on OpCo's safety obligations under this deed and its proposal to ensure that it is able to comply with its safety obligations with respect to the Augmentation.
 - 1.10 Details of OpCo's requirements to manage any interfaces with Other Contractors arising from Proximate Work Activities and to accept the handover of any Proximate Work Activities.
 - 1.11 Details of how OpCo intends to manage disruptions to services and any other adverse impacts to customers and members of the public likely to arise from the proposed Augmentation.
 - 1.12 A testing and commissioning strategy for the proposed Augmentation, including how any works forming part of the Augmentation (whether procured by OpCo or by TfNSW) will be integrated with the NWRL.
 - 1.13 Any information of any potential latent conditions or issues known to OpCo that could impact the proposed Augmentation.
 - 1.14 Any inspections, investigations or testing of the proposed site that OpCo wishes, or wishes TfNSW, to carry out.
 - 1.15 If part or all of the Augmentation is to be carried out during the Delivery Phase, the effect which the proposed Augmentation will have on the Delivery Program.
 - 1.16 If part or all of the Augmentation is to be carried out during the Service Phase, a program for the completion, integration and commissioning of any works forming part of the OpCo Augmentation Components.
 - 1.17 Drafts of any project plans required by TfNSW.
 - 1.18 Drafts of interface plans with Sydney Trains and any other rail operator affected by the Augmentation.
 - 1.19 The effects which the proposed Augmentation is likely to have on:
 - (a) operations and timetabling;
 - (b) operational performance;
 - (c) customers and service levels;
 - (d) industrial relations and staff training;

- (e) maintenance requirements;
- (f) the workmanship, durability or functional integrity of the OpCo Project Works, the Temporary Works or the NWRL;
- (g) OpCo's ability to perform OpCo's Activities in accordance with this deed;
- (h) the safety of the NWRL;
- (i) OpCo's ability to hand the NWRL over to TfNSW (or its nominee) in accordance with the requirements of, and in the condition requirement by, this deed;
- (j) OpCo's ability to:
 - (i) satisfy any warranty given by OpCo under this deed; or
 - (ii) perform any of its other obligations under this deed.

1.20 Any other information reasonably required by TfNSW.

2. **Operations and Maintenance**

2.1 Draft operations and maintenance specifications relating to the OpCo Augmentation Components and any change to the existing operating and maintenance requirements for OpCo.

2.2 Draft fleet plan, including fleet numbers and configuration.

2.3 Station management requirements.

3. **Financing**

3.1 Subject to clause 10, the basis on which OpCo would be prepared to finance the OpCo Augmentation Components, if required to do so, including:

- (a) the levels of debt and equity proposed;
- (b) committed term sheets for debt (approved by the credit committees of the proposed financiers) and equity (approved by the boards of the equity investors); and
- (c)

and the process(es) which OpCo will implement to ensure that the sourcing of debt and equity (and the pricing of them) is transparent.

3.2 A protocol for amending the Base Case Financial Model to incorporate the impact of the OpCo Augmentation Cost.

3.3 A proposed revised version of Schedule 2 and the Base Case Financial Model prepared in accordance with this deed to incorporate the impact of the OpCo Augmentation Cost.

4. **Costs**

4.1 The OpCo Augmentation Cost calculated in accordance with Appendix 2.

4.2 OpCo's response to TfNSW's proposed manner of payment of OpCo Augmentation Cost.

5. **Other matters**

5.1 How OpCo will ensure at all times during the planning, development and implementation of an Augmentation the safety of rail operations carried out by it, including how it will ensure that it and the OpCo Contractors:

- (a) comply with all applicable Laws and the conditions of its Accreditation;
- (b) comply with the RSNL Safety Management System;
- (c) identify and implement any changes to the Safety Management System required as a result of the implementation of the Augmentation;
- (d) apply for any variations to its Accreditation required as a result of the implementation of the Augmentation; and
- (e) advise TfNSW in a timely manner of any information it requires from TfNSW in relation to an Augmentation to enable it to comply with its obligations under this Schedule 46.

Appendix 2 — Augmentation pricing framework

1. Non-Contestable Components

1.1 **(Pricing of Non-Contestable Components):** Elements of OpCo Augmentation Components which have been identified as Non-Contestable Components in accordance with this Schedule 46 must be priced by OpCo in accordance with this paragraph 1.

1.2

1.3

2. Contestable Components

2.1 **(Packaging of Contestable Components):** If required by TfNSW, Contestable Components may be packaged for procurement and delivery under different contractual procurement models, including lump sum, alliance and ECI.

2.2 **(Tender of Contestable Components):** If required by TfNSW as a result of the negotiations under clause 12, OpCo must put any Contestable Components to tender in accordance with this Schedule 46.

2.3 **(Payment for Contestable Components):** With respect to the Contestable Components, if these components are packaged, OpCo will be entitled to be paid, the amounts for which the packages and/or contracts for the Contestable Components are let, as approved by TfNSW in accordance with clause 15.

3. **Further additions and deductions to the OpCo Augmentation Cost**

3.1 **(Preparation of Augmentation Proposal):** OpCo will be entitled to its costs, as agreed with TfNSW in accordance with clause 7.

3.2 **(Project Management Fee):** OpCo will be entitled to a fee for:

- (a) managing the delivery of the Augmentation or parts of it;
- (b) managing the procurement of any Contestable Components;
- (c) carrying out any joint project management or design and interface management of any part of an Augmentation to be carried out as Proximate Works, including carrying out OpCo's obligations under clauses 14, 15 and, 16; and
- (d) carrying out its obligations under clause 19.

The quantum and timing of payment of this fee will be proposed by OpCo as part of the Augmentation Proposal and will be agreed in advance of commencing any tender process set out in the Augmentation Proposal.

The project management fee will be developed as follows:

- (e) OpCo's reasonable, demonstrable and incremental costs which are directly attributable to, and would not have been incurred but for, OpCo's performance of its obligations with respect to the Augmentation, including:
 - (i) any external third party advisory costs;
 - (ii) any third party costs incurred in carrying out OpCo's obligations in clauses 16 and 19;
 - (iii) any out of pocket expenses incurred by OpCo; and
 - (iv) the cost of any additional staff reasonably required to be engaged by OpCo,but excluding any costs incurred as a result of:
 - (v) the failure by OpCo to comply with its obligations under this deed or another Project Agreement;
 - (vi) the rectification of works or obligations previously performed by or on behalf of OpCo under this deed in circumstances where the need to perform the rectification is caused or contributed to by the negligent act or omission, or default on the part of OpCo or its Associates;
 - (vii) any default or negligent or fraudulent act or omission on the part of OpCo or its Associates; or
 - (viii) OpCo complying with its obligations under clause 9.2, 9.4, 9.11 of the Operative Provisions; and
- (f) by adding a margin of on the costs developed in accordance with paragraph 3.2(e) (provided that any costs to which the margin is applied do not already include or incorporate any other margin amounts imposed by OpCo).

OpCo will not be entitled to a project management fee on any work in respect of which it receives a margin.

TfNSW and OpCo may agree to competitively tender any external third party advisory costs.

3.3 **(OpCo to calculate deductions):** OpCo must calculate the sum of the following items which arise or will arise as a direct result of the occurrence of the relevant Augmentation:

- (a) any cost avoided (including tax, financing and/or other benefits associated with deferred expenditure) made by or accruing to OpCo as a result of the Augmentation;
- (b) any other amounts received or receivable by OpCo pursuant to or in accordance with the terms of this deed as a result of the Augmentation; and
- (c) any additional revenue associated with commercial opportunities which may be earned as a result of the Augmentation beyond those which are included in the Base Case Financial Model.

3.4 **(OpCo to calculate incremental costs of finance and tax):** OpCo must calculate (in accordance with paragraph 5.2 of this Appendix 2 to Schedule 46) the sum of the following items that arise or will arise as a direct result of the occurrence of the relevant Augmentation:

- (a) any incremental debt or equity financing costs required to carry out OpCo Augmentation Components, whether in connection with the existing financial accommodation or any new financial accommodation;
- (b) an amount equal to any Tax payable by it as a result of the OpCo Augmentation Cost (net of any deductions) less any amounts which would not have been payable had it used all reasonable endeavours to minimise any Tax payable; and
- (c) any compensation for any lost Service Payments, updated (as appropriate) to reflect current indexation and interest rate assumptions where these risks are assumed by TfNSW.

4. **Determination of OpCo Augmentation Cost**

4.1 **(OpCo Augmentation Cost):** The OpCo Augmentation Cost will be the sum of the amounts referred to in paragraphs 1.2, 2.2, 3.1, 3.2 and 3.4, minus the sum of the amounts referred to in paragraph 3.3, provided that there shall be no double counting.

4.2 **(Third party facilitator):** If OpCo and TfNSW are unable to agree on any part of the calculation of the OpCo Augmentation Cost (other than any calculation under paragraph 3.4(a) or 3.4(b)) the parties may appoint a third party facilitator to assist them in their discussions.

4.3 **(Rates to be used):** Each amount calculated in accordance with this Appendix shall be calculated on the basis of the reasonable cost agreed by TfNSW's Representative and OpCo and on the assumption that the relevant parties will take reasonable and appropriate steps to reduce, mitigate, prevent or eliminate the costs of the Augmentation.

4.4 **(Dispute):** In the case of a dispute as to reasonable market rates referred to in clause 1.2(b) and (d) or whether the costs of the Augmentation could have been reduced, mitigated, prevented or eliminated by reasonable and appropriate steps by OpCo, the matter may be referred by either party for resolution in accordance with clause 56 of the Operative Provisions.

5. **Payment**

- 5.1 **(Payment of OpCo Augmentation Cost):** OpCo will be entitled to be compensated for the OpCo Augmentation Cost in the manner agreed between the parties in accordance with this Schedule 46 and in accordance with paragraph 5.2.
- 5.2 **(Adjustment to Service Payment):** Where an adjustment to the Service Payment is to be made as a result of an Augmentation, OpCo must calculate the adjustment required to be made to the Service Payment such that:
- (a)
 - (b) where incremental operating costs, being the operating costs plus the margin specified in paragraph 1.3 of Appendix 2, have been identified and agreed, these are captured in the Base Case Financial Model and the increase to the Service Payment is calculated such that it is the minimum amount required to cover the incremental operating costs;
 - (c) where debt finance is obtained, the increase to the Service Payment is calculated such that it is the minimum amount required to amortise the increased or new loan facility and interest;
 - (d)
- 5.3 **(Lump sum payments):** Where the net capital component of any OpCo Augmentation Cost is to be compensated via lump sum milestone payments, then OpCo must calculate the lump sum milestone payments payable by TfNSW. The lump sum milestone payable shall be determined with reference to the Base Case Financial Model such that:
- (a) the Base Case Financial Model is updated for any tax effects resulting from agreed changes to costs and revenues and the lump sum payment itself;
 - (b) the Service Payment is not changed; and
 - (c) the Base Case Equity Return is not changed.
- 5.4 **(Amendment to Schedule 2 and Base Case Financial Model):** Subject to TfNSW's agreement to the OpCo Augmentation Cost and the adjusted Service Payment, Schedule 2 and the Base Case Financial Model will be amended in accordance this deed and OpCo will be entitled to receive, and TfNSW must make payments based on the adjusted Service Payment.

6. **Intellectual Property**

OpCo agrees that the costs and pricing of OpCo Augmentation Components include, intellectual property rights for the use of those components on the combined NWRL/Augmentation to the same extent as is provided to TfNSW under Schedule 34 in relation to NWRL.

Appendix 3 — Non-Contestable Components

The Non-Contestable Components will be priced as set out in this Appendix 3.

Non – Contestable Component	OpCo Augmentation Component Option Price
Supply of Trains/ Rolling Stock	In accordance with Annexure 1 to this Appendix 3 to Schedule 46.
Supply of Signalling and Train Control Systems (CBTC)	In accordance with Annexure 2 to this Appendix 3 to Schedule 46.
O&M Services	In accordance with Annexure 3 to this Appendix 3 to Schedule 46.

Annexure 3 -

