

Schedule D1

Service Payment Regime

1. DEFINITIONS

In this Schedule D1 (*Service Payment Regime*):

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 CSELRV Fleet means the Base CSELRV Fleet plus any additional CSELRVs delivered as part of any Pre-Agreed Option directed or approved by TfNSW in accordance with clause 31 (*Pre-Agreed Options*) and Schedule D5 (*Pre-Agreed Options*).

Actual CSELR Service Kilometres means the total number of in service kilometres run by the Actual CSELRV Fleet in the relevant period.

Actual IWLR Fleet means the Base IWLR Fleet plus any additional IWLRVs delivered if TfNSW exercises its rights under the CAF Supply Contract.

Actual Cumulative CSELR Service Kilometres means the total number of in service kilometres run by the Actual CSELRV Fleet from the Date of Completion to the last day of the relevant Operating Month.

Actual Cumulative IWLR Service Kilometres means the total number of in service kilometres run by the Base IWLR Fleet from the Date of Revenue Service to the last day of the relevant Operating Month.

Actual Floating Rate means, in respect of an Interest Period, the Funding Indicator Rate.

Actual Floating Rate Interest Payment means, in respect of an Interest Period, the interest payable at the Actual Floating Rate (excluding any margin) 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 Service at any Platform:

- (a) on the CSELR, the interval between the time that the doors of the LRV are closed and locked and the LRV begins to move away from that Platform and the time that the preceding Delivered Service doors of the LRV are closed and locked and the LRV begins to move away from that Platform; or
- (b) on the IWLR, the interval between the time that an LRV enters a track section immediately adjacent to the Platform and the time that the preceding Delivered Service enters the same track section.

Actual IWLR Service Kilometres means the total number of in service kilometres run by the Actual IWLRV Fleet in the relevant period.

Actual Journey Time means the journey time for a Delivered Service measured:

- (a) on the CSELR, from the time that the doors are closed and locked and the LRV begins to move away from the Origin Stop to the time that the LRV stops and doors are enabled at its Destination Stop;

- (b) on the IWLR, from the time that the LRV departs the track section immediately adjacent to the Origin Stop to the time that the LRV enters the track section immediately adjacent to its Destination Stop; or
- (c) until such time as an Installation Completion Notice has been issued in accordance with clause 14.5(c)(i) of this deed the Actual Journey Time will be measured in accordance with Annexure 7.

Actual Volume (Peak) is the amount of electricity in thousands of KWh in peak periods used by OpCo in the course of performing its Operations Activities.

Actual Volume (Off Peak) is the amount of electricity in thousands of KWh in off peak periods used by OpCo in the course of performing its Operations Activities.

Actual Volume (Shoulder) is the amount of electricity in thousands of KWh in shoulder periods used by OpCo in the course of performing its Operations Activities.

Actual Network Volume (Off Peak) is the volume based amount of electricity in thousands of KWh in off peak periods in respect of the OpCo's use of the Ausgrid network in the course of performing the Operations Activities.

Actual Network Volume (Peak) is the volume based amount of electricity in thousands of KWh in peak periods in respect of the OpCo's use of the Ausgrid network in the course of performing the Operations Activities.

Actual Network Volume (Shoulder) is the volume based amount of electricity in thousands of KWh in shoulder periods in respect of the OpCo's use of the Ausgrid network in the course of performing the Operations Activities.

Adjusted Indexed Availability Fee has the meaning given in clause 3 (*Calculation of the monthly Adjusted Indexed Availability Fee*).

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

Annexure means an annexure to this Schedule D1 (*Service Payment Regime*).

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 System Operating Hours that an Announcement Unit is operational, summed across all Announcement Units.

Announcement Unit Operating Time means the total System 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 2 (*Service Quality KPIs*).

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 2 (*Service Quality KPIs*).

Assessment Scale means in respect of a set of Assessment Categories the description of each performance Level in accordance with the KPI 1, KPI 2 and KPI 3 of Annexure 2 (*Service Quality KPIs*).

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

Availability Deduction has the meaning given in clause 4 (*Availability Deductions*).

Availability Deduction for Missed Services has the meaning given in clause 4.1 (*Availability Deduction for Missed Services*).

Average Platform Weighting has the meaning given in clause 5.2 (*Frequency Customer Delay Measure, CDM_d^{FQ}*).

Base Availability Fee means the amount specified as the total "Base Availability Fee" in Annexure 1.

Base Case Floating Rate Debt means, in respect of an Interest Period, the amount of the outstanding senior debt in the Base Case Financial Model upon which floating rate interest payments are made and stated in section 1.5 Annexure 1.

Base Case Floating Rate Interest Payment means, in respect of an Interest Period, the interest payable at the Base Case Interest Rate on the Base Case Floating Rate Debt in the Base Case Financial Model and stated in section 1.5 Annexure 1.

Base Case Interest Rate means in respect of an Interest Period, the Funding Indicator Rate assumed in the Base Case Financial Model and stated in section 1.5 Annexure 1.

Base CSELR Service Kilometres means the total number of in service kilometres to be run by the Base CSELRV Fleet in the relevant Operating Month as set out Annexure 5.

Base CSELR Service Kilometres Per Annum means [REDACTED] km per annum as outlined in Annexure 6.

Base CSELRV Fleet means 30 CSELRVs.

Base CSELR Marginal Price per Service Kilometre means the assumed marginal cost per service kilometre as calculated below:

- (a) if the Actual CSELRV Fleet is the same as the Base CSELRV Fleet, then, if at the end of the relevant Operating Month:
 - (i) the Actual Cumulative CSELR Service Kilometres is greater than the Base Cumulative CSELR Service Kilometres, then the Base CSELR Marginal Price per Service Kilometre shall be CSE Rate 1 as set out in Table 15 in section 1.4 of Annexure 1 (*Base marginal prices relevant to the Service Level Adjustment*); or
 - (ii) the Actual Cumulative CSELR Service Kilometres is less than the Base Cumulative CSELR Service Kilometres, then the Base CSELR Marginal Price per Service Kilometre shall be CSE Rate 2 as set out in Table 15 in section 1.4 of Annexure 1 (*Base marginal prices relevant to the Service Level Adjustment*); and

- (b) if the Actual CSELRV Fleet is greater than the Base CSELRV Fleet, then, if at the end of the relevant Operating Month, the Actual Cumulative CSELR Service Kilometres:
- (i) is below the CSELR Kilometre Threshold and above the Base Cumulative CSELR Service Kilometres, then the Base CSELR Marginal Price per Service Kilometre shall be CSR Rate 3 as set out in Table 15 in section 1.4 of Annexure 1 (*Base marginal prices relevant to the Service Level Adjustment*) applies; or
 - (ii) is above the CSELR Kilometre Threshold and the Actual Cumulative CSELR Service Kilometres is greater than the Base Cumulative CSELR Service Kilometres, then the Base CSELR Marginal Price per Service Kilometre shall be CSE Rate 1 as set out in Table 15 in section 1.4 of Annexure 1 (*Base marginal prices relevant to the Service Level Adjustment*); or
 - (iii) the Actual Cumulative CSELR Service Kilometres is less than the Base Cumulative CSELR Service Kilometres, then the Base CSELR Marginal Price per Service Kilometre shall be CSE Rate 2 as set out in Table 15 in section 1.4 of Annexure 1 (*Base marginal prices relevant to the Service Level Adjustment*).

Base Cumulative CSELR Service Kilometres means, the total number of in service kilometres to be run by the Base CSELRV Fleet from the Date of Completion to the last day of the relevant Operating Month as set out Annexure 5.

Base Cumulative IWLR Service Kilometres means, the total number of in service kilometres to be run by the Base IWLRV Fleet from the Date of Revenue Service to the last day of the relevant Operating Month as set out Annexure 5.

Base Energy Price (Peak) means the value specified in section 1.7 of Annexure 1 for energy purchased:

- (a) on or after 7am and before 9am; or
- (b) on or after 5pm and before 8pm,

Australian Eastern Standard Time Monday to Friday, except for any public holiday in the State of New South Wales appointed under the *Public Holidays Act 2010 (NSW)* as set out in the State's current energy contract which may be updated from time to time.

Base Energy Price (Off Peak) means the value specified in section 1.7 of Annexure 1 for energy purchased which is not during a peak or shoulder period.

Base Energy Price (Shoulder) means the value specified in section 1.7 of Annexure 1 for energy purchased:

- (c) on or after 9am and before 5pm; or
- (d) on or after 8pm and before 10pm,

Australian Eastern Standard Time Monday to Friday, except for any public holiday in the State of New South Wales appointed under the *Public Holidays Act 2010 (NSW)* as set out in the State's current energy contract which may be updated from time to time.

Base Final Completion Deduction Amount means [REDACTED].

Base IWLR Marginal Price per Service Kilometre means the assumed marginal cost per service kilometre as calculated below:

- (a) if the Actual Cumulative IWLR Service Kilometres is greater than the Base Cumulative IWLR Service Kilometres, then the Base IWLR Marginal Price per Service Kilometre shall be IW Rate 1 as set out in Table 16 in section 1.4 of Annexure 1 (*Base marginal prices relevant to the Service Level Adjustment*); or
- (b) the Actual Cumulative IWLR Service Kilometres is less than the Base Cumulative IWLR Service Kilometres, then the Base IWLR Marginal Price per Service Kilometre shall be IW Rate 2 as set out in Table 16 in section 1.4 of Annexure 1 (*Base marginal prices relevant to the Service Level Adjustment*).

Base IWLRV Fleet means 12 IWLRVs.

Base IWLR Service Kilometres means the total number of in service kilometres to be run by the Base IWLRV Fleet in the relevant Operating Month as set out Annexure 5.

Base IWLR Service Kilometres Per Annum means [REDACTED] km per annum as outlined in Annexure 6.

Base Lifecycle Component means the amount specified as the "Base Lifecycle Component" in section 1.3 (*Base Lifecycle Component*) of Annexure 1.

Base Long Term Marginal Price per Public Holiday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Public Holiday Vehicle Operating Hours on the CSELR by one additional or one less Public Holiday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Long Term Marginal Price per Public Holiday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Public Holiday Vehicle Operating Hours on the IWLR by one additional or one less Public Holiday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Long Term Marginal Price per Saturday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Saturday Vehicle Operating Hours on the CSELR by one additional or one less Saturday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Long Term Marginal Price per Saturday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Saturday Vehicle Operating Hours on the IWLR by one additional or one less Saturday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Long Term Marginal Price per Sunday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Sunday Vehicle Operating Hours on the CSELR by one additional or one less Sunday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Long Term Marginal Price per Sunday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Sunday Vehicle Operating Hours on the IWLR by one additional or one less Sunday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Long Term Marginal Price per Weekday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Weekday Vehicle Operating Hours on the CSELR by one additional or one less Weekday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Long Term Marginal Price per Weekday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Weekday Vehicle Operating Hours on the IWLR by one additional or one less Weekday Vehicle Operating Hour applicable to a Long Term Service Level Adjustment.

Base Maximum Customer Satisfaction Payment (BMP_y) equals:

- (a) in the IWLR Operations Phase, [REDACTED] per annum; and
- (b) in the Full Operations Phase, [REDACTED] per annum.

Base Maximum Deduction for Service Quality (BMD_y) equals:

- (a) in the IWLR Operations Phase, [REDACTED] per annum; and
- (b) in the Full Operations Phase, [REDACTED] per annum.

Base Maximum Revenue Management Deduction (BRMD_y) equals:

- (a) in the IWLR Operations Phase, [REDACTED] per annum; and
- (b) in the Full Operations Phase, [REDACTED] per annum.

Base Maximum Revenue Management Payment (BRMP_y) equals:

- (a) in the IWLR Operations Phase, [REDACTED] per annum; and
- (b) in the Full Operations Phase, [REDACTED] per annum.

Base Network Price (Off Peak) means the value specified in section 1.7 of Annexure 1 for network charges purchased which is not during a peak or shoulder period.

Base Network Price (Peak) means the value specified in section 1.7 of Annexure 1 for network charges purchased:

- (a) on or after 7am and before 9am; or
- (b) on or after 5pm and before 8pm,

Australian Eastern Standard Time Monday to Friday, except for any public holidays in the State of New South Wales appointed under the *Public Holidays Act 2010 (NSW)* as set out in the State's current energy contract which may be updated from time to time.

Base Network Price (Shoulder) means the value specified in section 1.7 of Annexure 1 for network charges purchased:

- (a) on or after 9am and before 5pm; or
- (b) on or after 8pm and before 10pm,

Australian Eastern Standard Time Monday to Friday, except for any public holidays in the State of New South Wales appointed under the *Public Holidays Act 2010 (NSW)* as set out in the State's current energy contract which may be updated from time to time.

Base Number of Services means the total number of services required as per the Regular Services:

- (a) in the IWLR Operations Phase, [REDACTED] per annum, being [REDACTED] per week; and
- (b) in the Full Operations Phase, [REDACTED] per annum, being [REDACTED] per week.

Base Short Term Marginal Price per Public Holiday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Public Holiday Vehicle Operating Hours on the CSELR by one additional Public Holiday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 11 in section 1.4 of Annexure 1.

Base Short Term Marginal Price per Public Holiday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Public Holiday Vehicle Operating Hours on the IWLR by one additional Public Holiday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 13 in section 1.4 of Annexure 1.

Base Short Term Marginal Price per Saturday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Saturday Vehicle Operating Hours on the CSELR by one additional Saturday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 11 in section 1.4 of Annexure 1.

Base Short Term Marginal Price per Saturday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Saturday Vehicle Operating Hours on the IWLR by one additional Saturday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 13 in section 1.4 of Annexure 1.

Base Short Term Marginal Price per Sunday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Sunday Vehicle Operating Hours on the CSELR by one additional Sunday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 11 in section 1.4 of Annexure 1.

Base Short Term Marginal Price per Sunday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Sunday Vehicle Operating Hours on the IWLR by one additional Sunday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 13 in section 1.4 of Annexure 1.

Base Short Term Marginal Price per Weekday Vehicle Operating Hour CSELR means the assumed marginal cost of changing the Weekday Vehicle Operating Hours on the CSELR by one additional Weekday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 11 in section 1.4 of Annexure 1.

Base Short Term Marginal Price per Weekday Vehicle Operating Hour IWLR means the assumed marginal cost of changing the Weekday Vehicle Operating Hours on the IWLR by one additional Weekday Vehicle Operating Hour applicable to a Short Term Service Level Adjustment as set out in Table 13 in section 1.4 of Annexure 1.

Base System Operating Hours means the System Operating Hours as required by the Regular Services:

- (a) in the IWLR Operations Phase, [REDACTED] per annum, being [REDACTED] per week; and
- (b) in the Full Operations Phase, [REDACTED] per annum, being [REDACTED] per week.

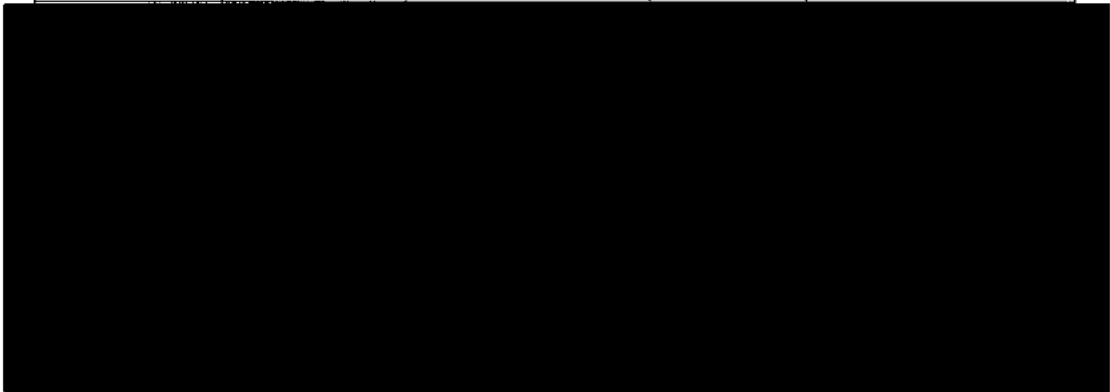
Base Traffic Signal Aggregate Delay Amount means the amount calculated in accordance with clause 21 (*Traffic Signal Aggregate Delay Amount*).

Base Vehicle Operating Hours means the base Vehicle Operating Hours as required by the Regular Services:

As outlined in Annexure 6,

(a) For the IWLR

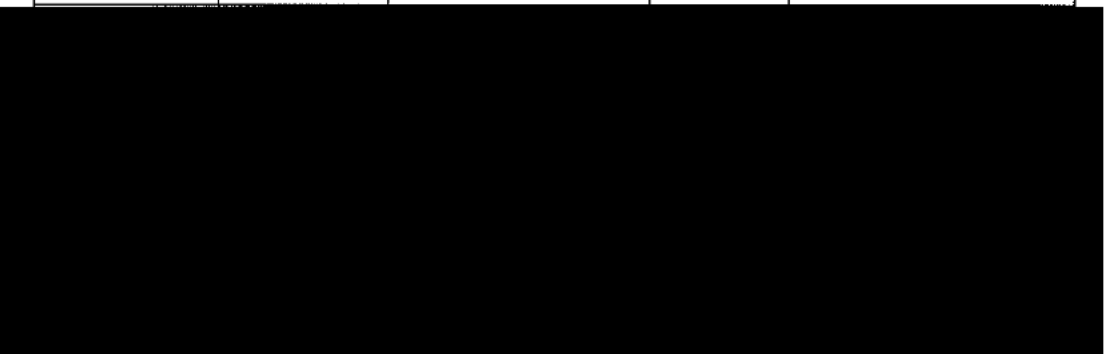
	Long Term		Short Term	
Day	VOH Per annum	Reference	VOH Per Day	Reference



As outlined in Annexure 6,

(b) For the CSELR

	Long Term		Short Term	
Day	VOH Per annum	Reference	VOH Per Day	Reference



Bedding In Factor means:

(a) in the IWLR Operations Phase:

- (i) [REDACTED] until the end of the third Operating Month after the Date of Revenue Service; and
- (ii) [REDACTED] thereafter; and

- (b) in the Full Operations Phase:
- (i) [REDACTED] until the end of the third Operating Month after the Date of Completion;
 - (ii) [REDACTED] for each of the [REDACTED] [REDACTED] and [REDACTED] Operating Months after the Date of Completion;
 - (iii) [REDACTED] from the start of the [REDACTED] Operating Month after Date of Completion to the end of the [REDACTED] Operating Month after Date of Completion; and
 - (iv) from the [REDACTED] Operating Month after Date of Completion until the Expiry Date either:
 - (A) if the CDPD Conditions have been satisfied (or waived by TfNSW), [REDACTED]; or
 - (B) if the CDPD Conditions have not been satisfied (nor waived by TfNSW), [REDACTED].

Benchmarked Insurance Component has the meaning defined in clause 2 (*Components of the Service Payment*).

CAF Supply Contract has the meaning outlined in the Project Deed.

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

CCTV Operating Time means the total System 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 System 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. Note that if identification of people in CCTV images from a CCTV camera is not possible due to improper maintenance or cleaning, the CCTV camera will be deemed to be not operational for the Operating Quarter.

CDM Threshold means:

- (a) in the IWLR Operations Phase, [REDACTED] per month; and
- (b) in the Full Operations Phase, [REDACTED] per month.

CDM Value 1 means [REDACTED].

CDM Value 2 means [REDACTED].

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

- (a) 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 it is not serviced as a result of Services being provided on a partial section of the SLR due to an Incident; and

(b) a Platform ceases to be a Closed Platform at the time that OpCo notifies TfNSW of the re-opening of the Platform.

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

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 Complaint.

Connection Shutdown has the meaning given in the Project Deed.

Conversion Period has the meaning given in the Project Deed.

Corridor Views means an item or area within the rail corridor (including substations and ancillary sites) selected in accordance with KPI 3 of Annexure 2 (*Service Quality KPIs*) for the purpose of measuring the performance of OpCo against KPI 3.

CPI Indexation Factor, or **ICPI_q**, in respect of a Quarter q, means the factor calculated in accordance with clause 14.2 (*Indexation Factors*).

CSELR Kilometre Threshold means the number of in service kilometres calculated as follows:

$$\text{THRESH}_{\text{CSELR}} = \text{BKM}_{\text{CSELR}_y} + \text{[REDACTED]} * (\text{Actual CSELRV Fleet} - \text{Base CSELRV Fleet}) + (\text{RKM}_{\text{CSELR}_A} - \text{BKM}_{\text{CSELR}_A})$$

Where:

$\text{THRESH}_{\text{CSELR}}$ = CSELR Kilometre Threshold

$\text{BKM}_{\text{CSELR}_y}$ = the Base Cumulative CSELRV Service Kilometres at the end of the relevant Operating Month

$\text{RKM}_{\text{CSELR}_A}$ = Actual Cumulative CSELRV Service Kilometres at the end of the last Operating Month before the first additional CSELRV is put into service

$\text{BKM}_{\text{CSELR}_A}$ = Base Cumulative CSELRV Service Kilometres at the end of the Operating Month before the first additional CSELRV is put into service.

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

Customer Satisfaction Payment means, in respect of an Operating Quarter, the payment (if any) calculated in accordance with clause 10.1 (*Customer Satisfaction Payment*).

Customer Survey means the quarterly customer experience survey defined in KPI 6 in Annexure 2 (*Service Quality KPIs*) and intended to be completed by Customers.

Customer Surveyor means the reputable surveyor, or surveyors, appointed in accordance with clause 19.2 (*Appointment of Customer Surveyor*).

Daily Missed Service Tolerance has the meaning given in clause 4.1 (*Availability Deduction for Missed Services*).

Daily CDM Tolerance has the meaning given in clause 2 (*Matrix of origin destination pairs*) of Annexure 1.

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

Destination Stop means:

- (a) for the CSELR, Circular Quay Stop in respect of inbound Services or Regular Services (as the context requires), and Randwick Stop or Kingsford Stop in respect of outbound Services or Regular Services (as the context requires);
- (b) for the IWLR, Central Stop in respect of Inbound Services or Regular Services (as the context requires), and Dulwich Hill Stop in respect of outbound Services or Regular Services (as the context requires); and
- (c) for Special Event Services, the applicable destination for that Special Event Service as described in SPR Appendix 38 (*Minimum Service Requirements*).

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.

Energy Adjustment means the amount calculated in accordance with clause 13 (*Energy Adjustment*).

Energy Bid means the amount calculated in accordance with clause 1.7 of Annexure 1 (*Base Energy Price and Energy Bid*).

Energy Charges means the sum of:

- (a) (**Metering charges**) the charges payable by TfNSW for the services provided by a specified metering provider and metering data provider in respect of the electricity used by OpCo in respect of the Operating Activities;
- (b) (**Market fees**) the charges payable by TfNSW for fees levied by the Australian Energy Market Operator (AEMO) in respect of the electricity used by OpCo in respect of the Operating Activities;
- (c) (**Energy losses**) the total cost of energy lost through the transmission and distribution network at the applicable distribution loss factors and transmission loss factors for the relevant period, in respect of the electricity used by OpCo in respect of the Operating Activities; and
- (d) (**Other charges**) any other charges payable by TfNSW in respect of the electricity used by OpCo in respect of the Operating Activities.

Energy Price Index means [REDACTED] per quarter.

Energy Price Indexation Factor, or EPI_q , in respect of a Quarter q , means the factor calculated in accordance with clause 14.2 (*Indexation factors*).

Fare Evasion Surveyor means the inspector appointed in accordance with clause 19.3 (*Appointment of Fare Evasion Surveyor*).

Final Completion Deduction Amount means the amount calculated in accordance with clause 15 (*Final Completion Deduction Amount*).

Floating Rate Amount means the amount calculated in accordance with clause 11.6.1 (*Floating Rate Amount*).

Frequency Customer Delay Measure has the meaning given in clause 5.2 (*Frequency Customer Delay Measure, CDM_d^{FQ}*).

Funding Indicator Rate means the 3 month Bank Bill rate

Headway Monitored Platforms means Platforms at each of the following Stops:

- (a) (for **IWLR**) Convention Centre Stop, Wentworth Park Stop, Lilyfield Stop; and
- (b) (for **CSELR**) Town Hall Stop, Central Stop, Moore Park Stop.

Headway Tolerance means 1 minute.

Help Point has the meaning as defined in SPR Appendix 1 (*Definitions and Acronyms*).

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

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

Indexed Availability Fee means the Base Availability Fee as stated in 1.1 of Annexure 1 indexed in accordance with clause 14 (*Indexation*).

Indexed CSELR Marginal Price per Service Kilometre means the Base CSELR Marginal Price per Service Kilometre indexed in accordance with clause 14 (*Indexation*).

Indexed IWLR Marginal Price per Service Kilometre means the Base IWLR Marginal Price per Service Kilometre indexed in accordance with clause 14 (*Indexation*).

Indexed Lifecycle Component means the Base Lifecycle Component indexed in accordance with clause 14 (*Indexation*).

Indexed Long Term Marginal Price per Vehicle Operating Hour means the Base Long Term Marginal Price per Vehicle Operating Hour indexed in accordance with clause 14 (*Indexation*).

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

Indexed Maximum Deduction for Service Quality means the annual Base Maximum Deduction for Service Quality indexed in accordance with clause 14 (*Indexation*).

Indexed Maximum Revenue Management Payment means the annual Base Maximum Revenue Management Payment indexed in accordance with clause 14 (*Indexation*).

Indexed Short Term Marginal Price per Vehicle Operating Hour the Base Short Term Marginal Price per Vehicle Operating Hour indexed in accordance with clause 14 (*Indexation*).

Indexed Traffic Signal Aggregate Delay Amount means the Base Traffic Signal Aggregate Delay Amount indexed in accordance with clause 14(*Indexation*).

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 System Operating Hours that an Induction Loop is operational, summed across all Induction Loops.

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

Interest Period means the term as defined in the Facility Agreement.

Journey Time Customer Delay Measure has the meaning given in clause 5.3 (*Journey Time Customer Delay Measure, CDM_d^{JT}*).

Journey Time Tolerance means 4 minutes.

Level means the rating given to an Assessment in a scale ranging from 0 to 3 in accordance with the methodology provided in the appropriate KPI of Annexure 2 (*Service Quality KPIs*).

Lifecycle Years means successive periods of 12 Operating Months with the first Lifecycle Year commencing on the first day of the Operating Quarter during which the Date of Revenue Service occurred in respect of the IWLR Operations Phase and on the first day of the Operating Quarter during which the Date of Completion occurred in respect of the Full Operations Phase.

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

Lift Operating Time means the total System 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 (*Calculation of the Long Term Service Level Adjustment Amount*).

LPI Indexation Factor, or **ILPI_q**, in respect of a Quarter *q*, means the labour price indexation factor calculated in accordance with clause 14.2(b).

LRV HVAC Uptime means the total number of hours (and fractions of hours) within System Operating Hours that an LRV HVAC unit is operational, summed across all HVAC units. For the avoidance of doubt, a HVAC unit is operational if it meets the performance requirements detailed in SPR Appendix 37 (*Rolling Stock*).

LRV HVAC Operating Time means the total System Operating Hours for the relevant Operating Quarter, multiplied by the total number of HVAC unit.

LRV Exterior means a car exterior randomly selected for the purpose of measuring the performance of OpCo against KPI 1 in accordance with KPI 1 of Annexure 2 (*Service Quality KPIs*).

LRV Interior means a car interior randomly selected for the purpose of measuring the performance of OpCo against KPI 1 of Annexure 2 (*Service Quality KPIs*).

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

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

Maintenance Overhaul Month means the Operations Month calculated in accordance with section 1.10 of Annexure 1 (*Calculation of the Maintenance Overhaul Month*).

IWLRV Maintenance Overhaul Amount means the amount of IWLRV Maintenance Overhaul calculated in accordance with section 1.10 of Annexure 1 (*Calculation of the Maintenance Overhaul Month*).

Indexed IWLRV Maintenance Overhaul Amount means the indexed IWLRV Maintenance Overhaul Amount calculated in accordance with clause 11.6 and section 1.10 of Annexure 1 (*Calculation of the Maintenance Overhaul Month*).

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 2 of Annexure 1.

Maximum Headway means, with respect to a Regular Service, the time stated as the "Maximum Headway" for that Regular Service in clause 4 of Annexure 1.

Maximum Journey Time means the maximum required journey time for each Regular Service measured from the time departing its Origin Stop to the time arriving at its Destination Stop, as per the performance requirements of SPR Appendix 38 (*Minimum Service Requirements*).

Missed Headway means, in respect of a Service (excluding a Special Event Service and Regular Services which are affected by the Special Event Service type as defined in section 4.2 of SPR Appendix 38 (*Minimum Service Requirements*)) at any Platform, that the Actual Headway exceeds the sum of the Maximum Headway and the Headway Tolerance. The Regular Services affected by the Special Event Service type are the CSELR Regular Services running from the beginning to the end of the following Special Event Services:

- (a) High and Medium crowd level Moore Park Precinct Special Event Type from the first Special Event service departure to the last Special Event service arrival;
- (b) High crowd level Royal Randwick Racecourse Special Event Type from the first Special Event service departure to the last Special Event service arrival; and
- (c) Low to Medium crowd level Royal Randwick Racecourse Special Event type from the first Special Event service departure from the Randwick Racecourse Stop to Central Stop to the last Special Event Service arrival (that is, only the Special Event services provided at the end of the event).

Missed Platform means an event where:

- (a) an LRV does not stop at any Platform (unless for the purpose of missing a Platform which is a Closed Platform) with the doors released for at least 5 seconds allowing passengers to board and alight;
- (b) an LRV calls at a Platform (which is not a Closed Platform) and three or more doors do not open when requested to; or

- (c) an LRV 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 LRV.

If no boarding or alighting of passengers is required at a particular Platform, as described in section 4.1 of SPR Appendix 38 (*Minimum Service Requirements*), then a Missed Platform does not occur. For the IWLR, OpCo will establish and maintain a manual self-reporting methodology capable of supplying the monitoring and reporting requirements associated with Missed Platforms.

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

- (a) a Delivered Service will be attributed to a Service Period based on the time at which the Service departs its Origin Stop;
- (b) if a Delivered Service scheduled to depart the Origin Stop within a Service Period is delayed it will be attributed to that Service Period (and not the subsequent Service Period) if it departs no later than 2 minutes after the end of the Service Period provided that a Delivered Service cannot be counted in more than one Service Period;
- (c) if the first Delivered Service of any day (in either direction) does not leave the relevant Origin Stop within 5 minutes of the start of the first Service Period, this will be counted as 3 Missed Services. A further Missed 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 Service departs the relevant Origin Stop;
- (d) the last Delivered Service in each direction will be attributed to the last Service Period of the day if it departs its Origin Stop no later than 10 minutes after the end of the last Service Period;
- (e) if the last Delivered Service in each direction departs its Origin Stop either:
 - (i) before the scheduled time for the last Required Service; or
 - (ii) more than 10 minutes after the end of the Service Period,this results in 3 Missed Services; and
- (f) if a Platform Closure occurs during a Service, a partial Missed Service is calculated as the proportion of Missed Platforms to the total number of Platforms required to be serviced by that Service.

Monthly CDM Tolerance has the meaning given in clause 5.1 (*Calculation of Timeliness Deductions*).

Monthly Missed Service Tolerance has the meaning given in clause 4.1 (*Availability Deduction*).

No Service means a continued period in which the Required Services are not Delivered Services and no headways are recorded at any headway monitoring points.

Non-Indexing Component Date has the meaning given in clause 1.1(e) of Annexure 1.

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 in respect of the IWLR will commence on the Date of Revenue Service and will end at the end of that calendar month in respect of the IWLR Operations Phase;
- (b) the first Operating Month in respect of the Full Operations Phase will commence on day of the Operating Month during which the Date of Completion occurs in respect of the Full Operations Phase; and
- (c) the last Operating Month will end on the last day of the Term.

Operating Month Days means the number of days in an Operating Month.

Operating Quarter means a period of three months commencing on 1 January, 1 April, 1 July or 1 October 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 Revenue Service and will end at the end of that Quarter; and
- (b) the last Operating Quarter will end on the last day of the Term.

Origin Stop means:

- (a) for the CSELR, Circular Quay in respect of outbound Services or Regular Services (as the context requires), and Randwick or Kingsford in respect of inbound Services or Regular Services (as the context requires);
- (b) for the IWLR, Central in respect of outbound Services or Regular Services (as the context requires), and Dulwich Hill in respect of inbound Services or Regular Services (as the context requires); and
- (c) for Special Event Services, the applicable origin for that Special Event Service as described in SPR Appendix 38 (*Minimum Service Requirements*).

PIDs means passenger information display system used to display LRV running and other information at Stops and onboard LRVs.

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

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

Platform means each of the platforms in each direction where Customers board and alight the LRVs serving the SLR across all Stops.

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

Platform Weighting means, in respect of each Platform, the applicable weighting factor for that Platform specified in clause 1.8 of Annexure 1.

Public Area Views means an item or area selected in accordance with KPI 3 of Annexure 2 (*Service Quality KPIs*) for the purpose of measuring the performance of OpCo against KPI 3.

Quality Assurance Inspector means the inspector appointed in accordance with clause 19.1 (*Appointment of Quality Assurance Inspector*).

Quality Assurance Program means the program of inspections to be carried out for the measurement of Service Quality KPI 1, KPI 2, KPI 3, KPI 7 and KPI 8.

Quarter means each 3 month period ending 31 March, 30 June, 30 September or 31 December.

Reference Cumulative CSELR Service Kilometres means the Base CSELR Cumulative Service Kilometres \times (Actual CSELRV Fleet / Base CSELRV Fleet).

Reference Cumulative IWLR Service Kilometres means the Base IWLR Cumulative Service Kilometres \times (Actual IWLR Fleet / Base IWLR Fleet).

Reference Pictures means the photographs corresponding to the different Levels of cleanliness, condition, Graffiti and etching attached to Annexure 2 (*Service Quality KPIs*).

Regular Service means the Services forming part of the Contract Service Level Requirements, as defined in section 4.1 of SPR Appendix 38 (*Minimum Service Requirements*).

Required CSELR Weekday Vehicle Operating Hours per year means the daily vehicle operating hours for the required CSELR Weekday service level (following the Long Term Service Change), multiplied by the number of weekdays per year as outlined in Annexure 6.

Required CSELR Friday Vehicle Operating Hours per year means the daily vehicle operating hours for the required CSELR Friday service level (following the Long Term Service Change), multiplied by the number of Fridays per year as outlined in Annexure 6.

Required CSELR Saturday Vehicle Operating Hours per year means the daily vehicle operating hours for the required CSELR Saturday service level (following the Long Term Service Change), multiplied by the number of Saturdays per year as outlined in Annexure 6.

Required CSELR Sunday Vehicle Operating Hours per year means the daily vehicle operating hours for the required CSELR Sunday service level (following the Long Term Service Change), multiplied by the number of Sundays per year as outlined in Annexure 6.

Required CSELR Public Holiday Vehicle Operating Hours per year means the daily vehicle operating hours for the required CSELR Public Holiday service level (following the Long Term Service Change), multiplied by the number of Public Holidays per year as outlined in Annexure 6.

Required IWLR Weekday Vehicle Operating Hours per year means the daily vehicle operating hours for the required IWLR Weekday service level (following the Long Term Service Change), multiplied by the number of weekdays per year as outlined in Annexure 6.

Required IWLR Friday Vehicle Operating Hours per year means the daily vehicle operating hours for the required IWLR Friday service level (following the Long Term Service Change), multiplied by the number of Fridays per year as outlined in Annexure 6.

Required IWLR Saturday Vehicle Operating Hours per year means the daily vehicle operating hours for the required IWLR Saturday service level (following the Long Term Service Change), multiplied by the number of Saturdays per year as outlined in Annexure 6.

Required IWLR Sunday Vehicle Operating Hours per year means the daily vehicle operating hours for the required IWLR Sunday service level (following the Long Term Service Change), multiplied by the number of Sundays per year as outlined in Annexure 6.

Required IWLR Public Holiday Vehicle Operating Hours per year means the daily vehicle operating hours for the required IWLR Public Holiday service level (following the Long Term Service Change), multiplied by the number of Public Holidays per year as outlined in Annexure 6.

Required CSELR Weekday Vehicle Operating Hours per day means the daily vehicle operating hours for the required CSELR Weekday service level (following the Short Term Service Change).

Required CSELR Friday Vehicle Operating Hours per day means the daily vehicle operating hours for the required CSELR Friday service level (following the Short Term Service Change).

Required CSELR Saturday Vehicle Operating Hours per day means the daily vehicle operating hours for the required CSELR Saturday service level (following the Short Term Service Change).

Required CSELR Sunday Vehicle Operating Hours per day means the daily vehicle operating hours for the required CSELR Sunday service level (following the Short Term Service Change).

Required CSELR Public Holiday Vehicle Operating Hours per day means the daily vehicle operating hours for the required CSELR Public Holiday service level (following the Short Term Service Change).

Required IWLR Weekday Vehicle Operating Hours per day means the daily vehicle operating hours for the required IWLR Weekday service level (following the Short Term Service Change).

Required IWLR Friday Vehicle Operating Hours per day means the daily vehicle operating hours for the required IWLR Friday service level (following the Short Term Service Change).

Required IWLR Saturday Vehicle Operating Hours per day means the daily vehicle operating hours for the required IWLR Saturday service level (following the Short Term Service Change).

Required IWLR Sunday Vehicle Operating Hours per day means the daily vehicle operating hours for the required IWLR Sunday service level (following the Short Term Service Change).

Required IWLR Public Holiday Vehicle Operating Hours per day means the daily vehicle operating hours for the required IWLR Public Holiday service level (following the Short Term Service Change).

Revenue Management Deduction means, in respect of an Operating Quarter, the deduction (if any) calculated in accordance with clause 7.1 (*Calculation of the quarterly Revenue Management Deduction (RMD_q)*).

Revenue Management KPI means the KPI identified in clause 7.2 (*Revenue Management Deduction Percentage*).

Revenue Management Deduction Percentage means the deduction percentage calculated for the Revenue Management KPI in accordance with Annexure 2 (*Service Quality KPIs*) expressed as a percentage to two decimal places.

Revenue Management Payment means, in respect of an Operating Quarter, the payment (if any) calculated in accordance with clause 10.2 (*Revenue Management Payment*).

Revenue Management Score means the score calculated for the Revenue Management KPI in accordance with Annexure 2 (*Service Quality KPIs*), expressed as a percentage to two decimal places.

Rolling Capacity means the amount of electricity in kVa in respect of OpCo's use of the Ausgrid network in the course of performing the Operations Activities.

Scope-Related Complaint has the meaning given in KPI 5 of Annexure 2 (*Service Quality KPIs*).

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

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

Service Deduction means, the Availability Deduction per Missed Service applicable in accordance with clause 4.1 (*Availability Deduction for Missed Services*), being:

(a) in the IWLR Operations Phase, [REDACTED]

[REDACTED]

(b) in the Full Operations Phase, [REDACTED].

[REDACTED]

Service Failure means the level of performance stated in Annexure 2 (*Service Quality KPIs*) for each Service Quality 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 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 (*Components of the Service Payment*).

Service Period means a period of time specified as a "Service period" in section 4.1 of SPR Appendix 38 (*Minimum Service Requirements*). **Service Quality Deduction** means,

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

Service Quality KPI means those identified in clause 6.3 (*Service Quality KPIs Weightings*), measuring performance against certain Operations Phase requirements of the SPR.

Service Quality KPI Deduction Percentage means the deduction percentage calculated for each Service Quality KPI in accordance with Annexure 2 (*Service Quality KPIs*), 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 2 (*Service Quality KPIs*) 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 2 (*Service Quality KPIs*), 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 (*Service Quality KPIs Weightings*).

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 (*Calculation of the Short Term Service Level Adjustment Amount*).

Special Event Service means the Services forming part of the Contract Service Level Requirements, as defined in section 4.2 of SPR Appendix 38 (*Minimum Service Requirements*).

Stop Views means an item or area selected in accordance with KPI 2 of Annexure 2 (*Service Quality KPIs*) for the purpose of measuring the performance of OpCo against KPI 2.

Surface means a horizontal, vertical or angled surface of up to 5 square metres in maximum dimension randomly selected for the purpose of measuring the performance of OpCo on KPI 2 and KPI 3.

System 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 Service departs its Origin Stop to the time that is 15 minutes after the time that the last Service arrives at its Destination Stop.

Temperature Failure Hours has the meaning given in KPI 8 of Annexure 2 (*Service Quality KPIs*).

TfNSW Share of Gross Commercial Revenue means the TfNSW share of gross commercial revenue from all Agreed Commercial Arrangements as per clause 23.7 (*Revenue from commercial opportunities*) of the Operative Provisions and as calculated in clause 16 (*TfNSW share of gross commercial revenue*).

Timeliness Deduction has the meaning given in clause 5.1 (*Calculation of Timeliness Deductions*).

Total Weekly Platform Weighting has the meaning given in clause 5.7 (*Review of Platform Weightings and Vehicle Weightings*).

Total Weekly Vehicle Weighting has the meaning given in clause 5.7 (*Review of Platform Weightings and Vehicle Weightings*).

Vehicle Operating Hours means, for the relevant time period, the total LRV operating hours run by OpCo as required by the Required Services.

Vehicle Surface means an LRV interior surface such as one side wall, window, ceiling, floor, the back of a seat or a handrail.

Vehicle Weighting means, in respect of each Service during each Service Period, the applicable weighting factor for that LRV specified in section 1.9 of Annexure 1.

Unacceptable Graffiti Items are mural/tag/image with letters/images greater than 30cm height (do not count murals endorsed by TfNSW), offensive language/image or 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 Service Quality Deduction Percentage has the meaning given in clause 6.2 (*Weighted Service Quality Deduction Percentage*).

Weighted Revenue Management Deduction Percentage has the meaning given in clause 7.1 (*Calculation of the quarterly Revenue Management Deduction (RMD_q)*).

2. COMPONENTS OF THE SERVICE PAYMENT

2.1 Calculation of the Service Payment

$$SP_m = AIAF_m + BIC_m + ILCC_m - AD_m - TD_m - SQD_m - RMD_m + EB_m - EA_m + CSP_m + RMP_m + AMA_m + FRA_m - FCD_m - CR_m - TC_m - TSADA_m$$

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

where:

$AIAF_m$ = the Adjusted Indexed Availability Fee in respect of a month calculated in accordance with clause 3 (*Calculation of the monthly Adjusted Indexed Availability Fee*);

BIC_m = the Benchmarked Insurance Component for the relevant Operating Month calculated as

$$\frac{BIC_y}{12}$$

where:

BIC_y = the Benchmarked Insurance Component for the relevant year as per Annexure 1;

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

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

where:

- $ILCC_y$ = the Indexed Lifecycle Component for the Lifecycle Year in which the Operating Month starts;
- AD_m = the Availability Deduction for the relevant Operating Month calculated in accordance with clause 4 (*Availability Deductions*);
- TD_m = the Timeliness Deduction for the relevant Operating Month calculated in accordance with clause 5 (*Timeliness Deductions*);
- 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 (*Service Quality Deduction*). The Service Quality Deduction for every other Operating Month will be zero;
- RMD_m = the Revenue Management Deduction for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Revenue Management Deduction will be the Revenue Management Deduction for that Operating Quarter (RMD_q), calculated in accordance with clause 7 (*Revenue Management Deduction*). The Revenue Management Deduction for every other Operating Month will be zero. The Revenue Management Deduction will begin in the Service Period immediately following the LTS End Date;
- EA_m = the Energy Adjustment for the relevant Operating Month calculated in accordance with clause 13 (*Energy Adjustment*);
- EB_m = the Energy Bid for the relevant Operating Month calculated in accordance with clause 1.7 of Annexure 1 (*Base Energy Price and Energy Bid*);
- 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 CSP_q), calculated in accordance with clause 10 (*Customer Satisfaction Payment and Revenue Management Payment*). The Customer Satisfaction Payment for every other Operating Month will be zero;
- RMP_m = the Revenue Management Payment for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Revenue Management Payment will be the Revenue Management Payment for that Operating Quarter (RMP_q), calculated in accordance with clause 10 (*Customer Satisfaction Payment and Revenue Management Payment*). The Revenue Management Payment for every other Operating Month will be zero. The Revenue Management Payment will begin in the Service Period immediately following the LTS End Date;

- AMA_m = the Asset Management Adjustment for the relevant Operating Month calculated in accordance with clause 8 (*Asset Management Adjustment*);
- FRA_m = the Floating Rate Amount means in respect of an Interest Period, the amount calculated in accordance with clause 12 (*Floating Rate Amount*);
- FCD_m = the Final Completion Deduction Amount for the relevant Operating Month, calculated in accordance with clause 15 (*Final Completion Deduction Amount*);
- CR_m = TfNSW Share of Gross Commercial Revenue calculated in accordance with clause 16 (*TfNSW Share of Gross Commercial Revenue*);
- TC_m = the Ticket Collection Amount for the relevant operating month calculated in accordance with clause 17 (*Ticket Collection Amount*); and
- $TSADA_m$ = the Traffic Signal Aggregate Delay Amount for the relevant operating month calculated in accordance with clause 21 (*Traffic Signal Aggregate Delay Amount*).

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:

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

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 (note this is zero if there is no new LSLA in the Operating Month);
- n_y = the number of days in the relevant calendar year;
- $\sum_{month} SSLA_d$ = the sum across all days in the Operating Month of any Short Term Service Level Adjustment Amounts calculated in accordance with clause 11.5 (*Calculation of the Short Term Service Level Adjustment Amount*); and

$ILRV_{overhaul}$ = the Indexed LRV Maintenance Overhaul Amount calculated in accordance with clause 11.6 (*Calculation of the LRV Maintenance Overhaul Amount*).

4. AVAILABILITY DEDUCTIONS

4.1 Availability Deduction

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

$$AD_m = \left(\sum_m MS_d^{excess} + MS_m \right) \times SD \times ICPI_q \times BIF_m$$

where

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

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

The Daily Missed Service Tolerance is [REDACTED] of the number of Required Services for the relevant day rounded down to the nearest whole number;

MS_m = the total number of Missed Services in the Operating Month less:

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

(ii) Monthly Missed Service Tolerance, being [REDACTED] of the number of Required Services in that Operating Month, rounded down to the nearest whole number,

but not less than zero;

SD = the Service Deduction;

$ICPI_q$ = the CPI Indexation Factor for the relevant Quarter q; and

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

For each day during a Short Term Service Level Adjustment, the total number of Missed Services will be calculated with reference to the Amended Contract Service Level Requirements requested by TfNSW in accordance with clause 11.2 (*Amendment to the Contract Service Level Requirements*).

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: $\left(\sum_m CDM_d^{excess} + CDM_m \right)$ [REDACTED]

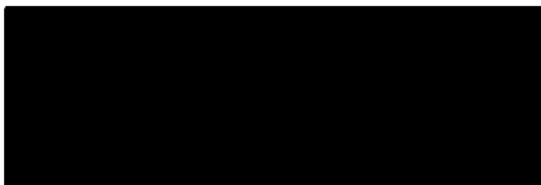
$$TD_m = \left(\sum_m CDM_d^{excess} + CDM_m \right) \times [REDACTED] \times ICPI_q \times BIF_m$$

(b) If: $(\sum_m CDM_d^{excess} + CDM_m) > \text{[REDACTED]}$

$$TD_m = \text{[REDACTED]} \times \text{[REDACTED]} + (\sum_m CDM_d^{excess} + CDM_m - \text{[REDACTED]}) \times \text{[REDACTED]} \times ICPI_q \times BIF_m$$

where:

- TD_m = the Timeliness Deduction for the relevant Operating Month;
- $\sum_m CDM_d^{excess}$ = the sum of CDM_d^{excess} for all days in the relevant Operating 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 Operating Month less:
 - (iii) $\sum_m CDM_d^{excess}$ as defined above; and
 - (iv) Monthly CDM Tolerance, being:
 - A. In the IWLR Operations Phase, [REDACTED]
 - B. In the Full Operations Phase, [REDACTED]
 but not less than zero;
- CDM_d^{FQ} = the Frequency Customer Delay Measure for the day calculated in accordance with clause 5.2 (*Frequency Customer Delay Measure, CDM_d^{FQ}*);
- CDM_d^{JT} = the Journey Time Customer Delay Measure for the day calculated in accordance with clause 5.3 (*Journey Time Customer Delay Measure, CDM_d^{JT}*);



- $ICPI_q$ = the CPI Indexation Factor for the relevant Quarter q; and
- BIF_m = the Bedding In Factor applicable to the relevant Operating Month.

5.2 Frequency Customer Delay Measure, CDM_d^{FQ}

Actual Headways are to be assessed at every Headway Monitored Platform.

The Frequency Customer Delay Measure for the relevant day, CDMdFQ 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, excluding any Missed Headways applying to Special Event Services;

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:

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

ii) where the $AH - MH - HT$ is greater than 10 minutes:

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

where:

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

MH = Maximum Headway as stated in clause 4 of Annexure 1, relevant to the Service Period in which the Missed Headway first occurs, stated in minutes;

HT = the Headway Tolerance being 1 minute

APW = the Average Platform Weighting, calculated as follows:

$$APW = \frac{\sum_{SPi} (AH_{SPi} \times PW_{SPi})}{AH}$$

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

PW_{SPi} = Platform Weighting for the Service Period SPi at the Headway Monitored Platform considered.

For each day during a Short Term Service Level Adjustment, the total number of Missed Services will be calculated with reference to the Amended Contract Service Level Requirements requested by TfNSW in accordance with the clause 11.2 (*Amendment to the Contract Service Level Requirements*).

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 Services in the day;

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

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

where:

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

MJT = Maximum Journey Time;

JTT = Journey Time Tolerance, being 4 minutes; and

VW = Vehicle Weighting.

For each day during a Short Term Service Level Adjustment, the total number of Missed Services will be calculated with reference to the Amended Contract Service Level Requirements requested by TfNSW in accordance with the clause 11.2 (*Amendment to the Contract Service Level Requirements*).

5.4 First and last Services

(a) The first Actual Headway is measured from the start of the first Service Period, and the Maximum Headway for the first 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 Service of a day departs its Origin Stop either:

(i) before the scheduled time for the last 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 Service delivered within a Service Period to the time 10 minutes after the end of the Service Period.

- (c) If TfNSW notifies OpCo of the late arrival at a Destination Stop of the last connecting other public transport service, OpCo must hold the last Service departing from the Origin Stop 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 Service departing the Origin Stop. 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 5.4 (*First and last Services*).

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 Service delivered within a Service Period to the time 10 minutes after the end of the last 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 Service 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 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 if and from the time that no services are running on the SLR.
- (c) In the event of Services being provided on a shorter segment of the SLR, the Journey Time Customer Delay Measure will be assessed against a shorter Maximum Journey Time according to the Matrix of Origin Destination Pairs shown in clause 2 of Annexure 1 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.
- (e) For the Late Night IWLRL Services the platforms between and including Dulwich Hill and John Street Square will be Closed Platforms. The Journey Time Customer Delay Measure will be assessed against a shorter Maximum Journey Time according to the Matrix of Origin Destination Pairs shown in clause 2 of Annexure 1.

5.7 Review of Platform Weightings and Vehicle Weightings

- (a) TfNSW may at any time review and amend the Platform Weightings and Vehicle Weightings provided:
 - (i) any amendment results in the Platform Weightings and Vehicle 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 (b) below); or
 - (B) the Total Weekly Vehicle Weighting (calculated in accordance with (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:

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

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

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

TD_{SP_i} = the time duration of the Service Period SP_i , as stated section 4.2 of SPR Appendix 38 (*Minimum Service Requirements*) as at the date of this deed;

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

PW_{P,SP_i} = the Platform Weighting for Platform P in the Service Period SP_i in accordance with clause 1.8 (*Platform Weighting*) of Annexure 1.

(c) Total Weekly Vehicle Weighting is calculated as:

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

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

$$\sum_{SP_i} \left(RT_{SP_i} \times VW_{SP_i} \right)$$

$\sum_{SP_i} \left(RT_{SP_i} \times VW_{SP_i} \right)$ = the sum across all Service Period of the day of

$$RT_{SP_i} \times VW_{SP_i}$$

RT_{SP_i} = the number of Regular Services for Service Period SP_i as stated in clause 4 of Annexure 1 as at the date of this deed;

VW_{SP_i} = the Vehicle Weighting for the Service Period SP_i in accordance with clause 1.9 (*Vehicle Weighting*) of Annexure 1.

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 (*Weighted Service Quality Deduction Percentage*);

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

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:

$\sum (SQDP_q^i \times w^{SQ})$ = 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 2 (*Service Quality KPIs*) and 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 calculated in accordance with Annexure 2 (Service Quality KPIs).

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:

Table 1 - Service Quality KPI weightings

KPI No.	Service Quality KPI	Service Quality KPI Weighting (w^{SQ})
1	Vehicle cleanliness, condition and Graffiti	■
2	Stop and interchange cleanliness, condition and Graffiti	■
3	Corridor cleanliness, condition and Graffiti	■
4	Customer Information	■
5	Complaints Management	■
6	Customer satisfaction survey	■
7	Asset Availability: systems at Stops	■
8	Asset Availability: systems on LRVs	■
	TOTAL	■

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 (Service Quality Deductions) for that Operating Quarter and the prescribed numbers of measurements in the KPI tables of Annexure 2 (Service Quality KPIs) 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 2 (Service Quality KPIs) will apply to the combined Operating Quarters.

7. REVENUE MANAGEMENT DEDUCTION

7.1 Calculation of the quarterly Revenue Management Deduction (RMD_q)

The Revenue Management Deduction for the relevant Operating Quarter (RMD_q) will be calculated as follows (subject to the limitation stated in clause 9(a)):

$$RMD_q = WRMDP_q \times IRMD_y \times \frac{n_q}{n_y}$$

where:

- $WRMDP_q$ = the Weighted Revenue Management Deduction Percentage achieved for the relevant Operating Quarter, calculated in accordance with clause 7.2 (*Revenue Management Deduction Percentage*);
- $IRMD_y$ = the annual Indexed Maximum Revenue Management Deduction, calculated in accordance with clause 14.3(f);
- 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 Revenue Management Deduction Percentage

The Weighted Revenue Management Deduction Percentage achieved by OpCo for the relevant Operating Quarter ($WRMDP_q$) will be calculated as follows:

$$WRMDP_q = RMDP_q \times \frac{(10 + \sum SF_q^i)}{10}$$

where:

- $RMDP_q$ = the Revenue Management Deduction Percentage calculated in accordance with Annexure 2 (*Service Quality KPI 9*) and expressed as a percentage to two decimal places; and
- $\sum SF_q^i$ = the sum of the Service Failure Points accrued in the Operating Quarter for the Revenue Management KPI calculated in accordance with Annexure 2 (*Service Quality KPI 9*).

7.3 Partial Operating Quarters

If the first or last Operating Quarter is 8 weeks or longer, then the Revenue Management Deduction will be calculated in accordance with this clause 7 (*Revenue Management Deduction*) for that Operating Quarter and the prescribed numbers of measurements in the KPI tables of Annexure 2 (*Service Quality KPIs*) will apply.

If the first or last Operating Quarter is less than 8 weeks, then no Revenue Management 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 Revenue Management Deduction for the next or previous (as applicable) Operating Quarter. The prescribed numbers of measurements in the KPI tables of Annexure 2 (*Service Quality KPIs*) 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 21.8(e) of the Operative Provisions; and

REL_m = the amount reimbursed pursuant to clause 21.8(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 applicable to any quarter will be limited to the Indexed Maximum Deduction for Service Quality.
- (b) If the sum of the Availability Deduction, Timeliness Deduction, Service Quality Deduction and Revenue Management Deduction applicable on any Operating Month is greater than the Adjusted Indexed Availability Fee for that Operating Month (AIAF_m), then the sum of the Availability Deduction, Timeliness Deduction, Service Quality Deduction and Revenue Management Deduction will be equal to the Adjusted Indexed Availability Fee for that Operating Month (AIAF_m).

10. **CUSTOMER SATISFACTION PAYMENT AND REVENUE MANAGEMENT PAYMENT**

10.1 **Customer Satisfaction Payment**

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

$$SQPP_q^6 \times IMP_y \times \frac{n_q}{n_y}$$

where:

$SQPP_q^6$ = the Service Quality KPI Payment Percentage for KPI 6;

IMP_y = the annual Indexed Maximum Customer Satisfaction Payment, 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.

10.2 **Revenue Management Payment**

The Revenue Management Payment for the relevant Operating Quarter (RMP_q) will be calculated as follows:

$$RMP_q = RMPP_q \times IRMP_y \times \frac{n_q}{n_y}$$

where:

- $RMPP_q$ = the Revenue Management Payment Percentage, calculated in accordance with KPI 9;
- $IRMP_y$ = the annual Indexed Maximum Revenue Management 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.

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 (*Service Changes*) 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 38 (*Minimum Service Requirements*) (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 (*TfNSW initiated Modifications*) or 30 (*OpCo initiated Modifications*) 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 (*Calculation of the Long Term Service Level Adjustment Amount*) or 11.5 (*Calculation of the Short Term Service Level Adjustment Amount*), 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 (*Service Changes*) must not result in Contract Service Level Requirements with levels less than the "Minimum" or greater than the "Maximum" set out in Table 2 below.

Long Term Service Level Changes can only occur once per month.

Table 2 - Long Term Service Change limitations

	IWL R		CSEL R			
	Minimum	Maximum	Minimum	Interim Maximum	Maximum (Base CSEL R Fleet)	Maximum (Base CSEL R Fleet + 2 LRVs)
Vehicles per hour: Peak Periods and Peak Shoulder Periods	■	■	■	■	■	■
Vehicles per hour: Inter-Peak Period	■	■	■	■	■	■
Vehicles per hour: Off-Peak Periods not including Inter-Peak Period and Late Night	■	■	■	■	■	■
Vehicles per hour: Late Night Period	■	■	Not applicable	Not applicable	Not applicable	Not applicable
Number of Peak Period hours per day (Monday to Thursday)	■	■	■	■	■	■
Number of	[REDACTED]					

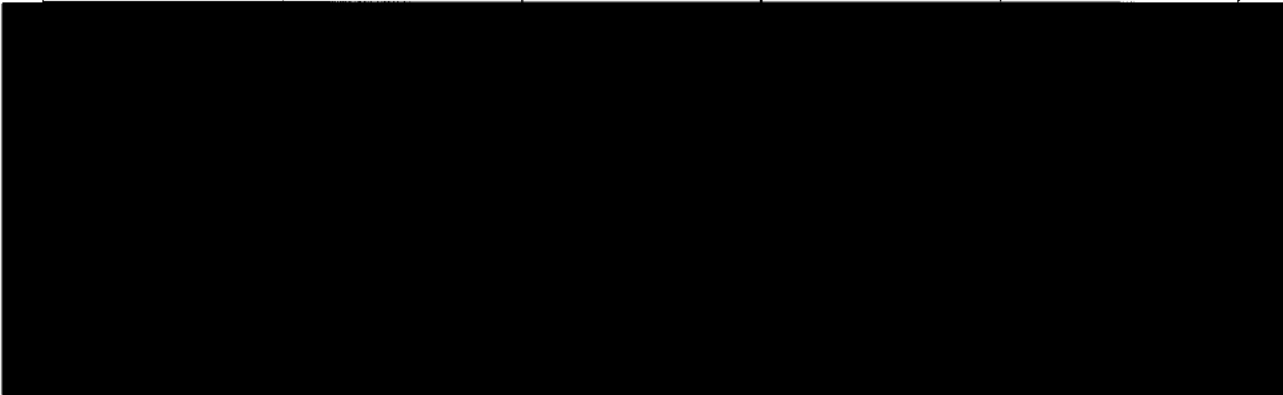
	IWLR		CSELR			
	<i>Minimum</i>	<i>Maximum</i>	<i>Minimum</i>	<i>Interim Maximum</i>	<i>Maximum (Base CSELR Fleet)</i>	<i>Maximum (Base CSELR Fleet + 2 LRVs)</i>
<i>Peak Period hours per day (Friday)</i>						
<i>Number of Peak Period hours per day (Saturday)</i>	-	■	-	■	■	■
<i>Number of Peak Period hours per day (Sunday)</i>	-	■	-	■	■	■
<i>System Operating Hours per week</i>	■	■	■	■	■	■

* Note the maximum number of vehicles per hour during the Peak period hours per day on Sunday and Saturday is limited to 15 LRVs/hour

- (a) Short Term Service Changes in accordance with this clause 11 (Service Changes) must not result in a Contract Service Level Requirement with levels greater than the "Maximum" set out in the Table 3 below.

Table 3 - Short term service level limitations

	Maximum IWLR	Interim Maximum CSELR	Maximum CSELR (Base CSELR Fleet)	Maximum CSELR (Base CSELR Fleet + 2 LRVs)
<i>Number of consecutive days of adjustment</i>	■	■	■	■



Maximum IWLR	Interim Maximum CSELR	Maximum CSELR (Base CSELR Fleet)	Maximum CSELR (Base CSELR Fleet + 2 LRVs)

* Interim Maximum is applicable from the Date of Completion until the commencement of the eighth week following the Date of Completion

CSELR

Long Term Service Changes in accordance with this clause 11 (*Service Changes*) must not result in Contract Service Level Requirements with levels less than or greater than the changes in the Base Cumulative CSELR Service Kilometres set out in Table 4 below.

Table 4 – Minimum / Maximum Percentage Change for Reference Cumulative CSELR Service Kilometres

Maximum reduction to Reference Cumulative CSELR Service Kilometres	Maximum increase to Reference Cumulative CSELR Service Kilometres
█ of the Reference Cumulative CSELR Service Kilometres	█ of the Reference Cumulative CSELR Service Kilometres

If the Actual CSELRV Fleet is equal to or greater than the Initial CSELRV Fleet the Percentage Change for Cumulative CSELR Service Kilometres for the relevant Operating Month will be calculated as follows:

$$PCSK_{CSELR\ m} = (ACSK_{CSELR\ m} - RCSK_{CSELR\ m}) / RCSK_{CSELR\ m}$$

where:

- PCSK_{CSELR m} = Percentage Change for Cumulative CSELR Service Kilometres for the relevant Operating Month;
- ACSK_{CSELR m} = Actual Cumulative CSELR Service Kilometres for the relevant Operating Month;

$RCSK_{CSELR\ m}$ = Reference Cumulative Service Kilometres for the relevant Operating Month.

The Reference Cumulative Service Kilometres is calculated as follows:

$$RCSK_{CSELR\ m} = BCSK_{CSELR\ m} \times (ACF_{CSELR\ m} / BCF_{CSELR\ m})$$

where:

$BCSK_{CSELR\ m}$ = Base Cumulative CSELR Service Kilometres for the relevant Operating Month;

$ACF_{CSELR\ m}$ = Actual CSELRV Fleet for the relevant Operating Month;

$BCF_{CSELR\ m}$ = Base CSELRV Fleet for the relevant Operating Month.

IWLR

Long Term Service Changes in accordance with this clause 11 (*Service Changes*) must not result in Contract Service Level Requirements with levels less than or greater than the changes in the Cumulative IWLR Service Kilometres set out in Table 5 below.

Table 5 – Minimum / Maximum Percentage Change for Reference Cumulative IWLR Service Kilometres

Maximum reduction to Reference Cumulative IWLR Service Kilometres	Maximum increase to the Reference Cumulative IWLR Service Kilometres
█ of the Reference Cumulative IWLR Service Kilometres	█ of the Reference Cumulative IWLR Service Kilometres

The Percentage Change for Cumulative IWLRV Service Kilometres for the relevant Operating Month will be calculated as follows:

$$PCSK_{IWLR\ m} = (ACSK_{IWLR\ m} - RCSK_{IWLR\ m}) / BCSK_{IWLR\ m}$$

where:

$PCSK_{IWLR\ m}$ = Percentage Change for Cumulative IWLR Service Kilometres for the relevant Operating Month;

$ACSK_{IWLR\ m}$ = Actual Cumulative IWLR Service Kilometres for the relevant Operating Month;

$RCSK_{IWLR\ m}$ = Reference Cumulative IWLR Service Kilometres for the relevant Operating Month.

The Reference Cumulative Service Kilometres is calculated as follows:

$$RCSK_{IWLR\ m} = BCSK_{IWLR\ m} \times (ACF_{IWLR\ m} / BCF_{IWLR\ m})$$

where:

$BCSK_{IWLR\ m}$ = Base Cumulative IWLR Service Kilometres for the relevant Operating Month;

- ACF_{IWLR m} = Actual IWLRV Fleet for the relevant Operating Month;
BCF_{IWLR m} = Base IWRV Fleet for the relevant Operating Month.

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:

$$LSLA_y = LSLA_{CSELR_y} + LSLA_{IWLR_y}$$

where:

$$LSLA_{CSELR_y} = ILMP_{CSELR\ weekday\ hr} \times (RVOH_{CSELR\ weekday\ y} - BVOH_{CSELR\ weekday\ y}) + ILMP_{CSELR\ friday\ hr} \times (RVOH_{CSELR\ friday\ y} - BVOH_{CSELR\ friday\ y}) + ILMP_{CSELR\ saturday\ hr} \times (RVOH_{CSELR\ saturday\ y} - BVOH_{CSELR\ saturday\ y}) + ILMP_{CSELR\ sunday\ hr} \times (RVOH_{CSELR\ sunday\ y} - BVOH_{CSELR\ sunday\ y}) + ILMP_{CSELR\ PH\ hr} \times (RVOH_{CSELR\ PH\ y} - BVOH_{CSELR\ PH\ y}) + IMP_{CSELR\ km} \times (RKM_{CSELR_y} - BKM_{CSELR_y})$$

ILMP_{CSELR weekday hr} = the Indexed CSELR Long Term Marginal Price per Weekday Vehicle Operating Hour (Monday – Thursday);

RVOH_{CSELR weekday y} = the Required CSELR Weekday Vehicle Operating Hours per year (following the Long Term Service Change);

BVOH_{CSELR weekday y} = the Base CSELR Weekday Vehicle Operating Hours per year.

ILMP_{CSELR friday hr} = the Indexed CSELR Long Term Marginal Price per Friday Vehicle Operating Hour;

RVOH_{CSELR friday y} = the Required CSELR Friday Vehicle Operating Hours per year (following the Long Term Service Change);

BVOH_{CSELR friday y} = the Base CSELR Friday Vehicle Operating Hours per year.

ILMP_{CSELR Saturday hr} = the Indexed CSELR Long Term Marginal Price per Saturday Vehicle Operating Hour;

RVOH_{CSELR Saturday y} = the Required CSELR Saturday Vehicle Operating Hours per year (following the Long Term Service Change); and

BVOH_{CSELR Saturday y} = the Base CSELR Saturday Vehicle Operating Hours per year.

ILMP_{CSELR Sunday hr} = the Indexed CSELR Long Term Marginal Price per Sunday Vehicle Operating Hour;

RVOH_{CSELR Sunday y} = the Required CSELR Sunday Vehicle Operating Hours per year (following the Long Term Service Change);

BVOH_{CSELR Sunday y} = the Base CSELR Sunday Vehicle Operating Hours per year;

$ILMP_{CSELR\ PH\ hr}$	= the Indexed CSELR Long Term Marginal Price per Public Holiday Vehicle Operating Hour;
$RVOH_{CSELR\ PH\ y}$	= the Required CSELR Public Holiday Vehicle Operating Hours per year (following the Long Term Service Change);
$BVOH_{CSELR\ PH\ y}$	= the Base CSELR Public Holiday Vehicle Operating Hours per year;
$IMP_{CSELR\ km\ y}$	= the Indexed CSELR Marginal Price per Service Kilometre;
$RKM_{CSELR\ y}$	= the Required CSELR Service Kilometres per year (following the Long Term Service Change); and
$BKM_{CSELR\ y}$	= the Base CSELR Service Kilometres Per Annum
$LSLA_{IWL R\ y}$	= $ILMP_{IWL R\ weekday\ hr} \times (RVOH_{IWL R\ weekday\ y} - BVOH_{IWL R\ weekday\ y})$ $+ ILMP_{IWL R\ friday\ hr} \times (RVOH_{IWL R\ friday\ y} - BVOH_{IWL R\ friday\ y})$ $+ ILMP_{IWL R\ saturday\ hr} \times (RVOH_{IWL R\ saturday\ y} - BVOH_{IWL R\ saturday\ y})$ $+ ILMP_{IWL R\ sunday\ hr} \times (RVOH_{IWL R\ sunday\ y} - BVOH_{IWL R\ sunday\ y})$ $+ ILMP_{IWL R\ PH\ hr} \times (RVOH_{IWL R\ PH\ y} - BVOH_{IWL R\ PH\ y})$ $+ IMP_{IWL R\ km} \times (RKM_{IWL R\ y} - BKM_{IWL R\ y})$
$ILMP_{IWL R\ weekday\ hr}$	= the Indexed IWLR Long Term Marginal Price per Weekday Vehicle Operating Hour (Monday – Thursday);
$RVOH_{IWL R\ weekday\ y}$	= the Required IWLR Weekday Vehicle Operating Hours per year (following the Long Term Service Change);
$BVOH_{IWL R\ weekday\ y}$	= the Base IWLR Weekday Vehicle Operating Hours per year;
$ILMP_{IWL R\ friday\ hr}$	= the Indexed IWLR Long Term Marginal Price per Friday Vehicle Operating Hour;
$RVOH_{IWL R\ friday\ y}$	= the Required IWLR Friday Vehicle Operating Hours per year (following the Long Term Service Change);
$BVOH_{IWL R\ friday\ y}$	= the Base IWLR Friday Vehicle Operating Hours per year;
$ILMP_{IWL R\ Saturday\ hr}$	= the Indexed IWLR Long Term Marginal Price per Saturday Vehicle Operating Hour;
$RVOH_{IWL R\ Saturday\ y}$	= the Required IWLR Saturday Vehicle Operating Hours per year (following the Long Term Service Change);
$BVOH_{IWL R\ Saturday\ y}$	= the Base IWLR Saturday Vehicle Operating Hours per year.
$ILMP_{IWL R\ Sunday\ hr}$	= the Indexed IWLR Long Term Marginal Price per Sunday Vehicle Operating Hour;
$RVOH_{IWL R\ Sunday\ y}$	= the Required IWLR Sunday Vehicle Operating Hours per year (following the Long Term Service Change);

$BVOH_{IWLRL\ Sunday\ y}$	= the Base IWLRL Sunday Vehicle Operating Hours per year.
$ILMP_{IWLRL\ PH\ hr}$	= the Indexed IWLRL Long Term Marginal Price per Public Holiday Vehicle Operating Hour;
$RVOH_{IWLRL\ PH\ y}$	= the Required IWLRL Public Holiday Vehicle Operating Hours per year (following the Long Term Service Change); and
$BVOH_{IWLRL\ PH\ y}$	= the Base IWLRL Public Holiday Vehicle Operating Hours per year.
$IMP_{IWLRL\ km\ y}$	= the Indexed IWLRL Marginal Price per Service Kilometre;
$RKM_{IWLRL\ y}$	= the Required IWLRL Service Kilometres per year (following the Long Term Service Change); and
$BKM_{IWLRL\ y}$	= the Base IWLRL Service Kilometres Per Annum.

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:

$$SSLA_d = SSLA_{CSELRL\ d} + SSLA_{IWLRL\ d}$$

where:

$$\begin{aligned}
 SSLA_{CSELRL\ d} = & ISMP_{CSELRL\ weekday\ hr} \times (RVOH_{CSELRL\ weekday\ d} - BVOH_{CSELRL\ weekday\ d}) \\
 & + ISMP_{CSELRL\ friday\ hr} \times (RVOH_{CSELRL\ friday\ d} - BVOH_{CSELRL\ friday\ d}) \\
 & + ISMP_{CSELRL\ saturday\ hr} \times (RVOH_{CSELRL\ saturday\ d} - BVOH_{CSELRL\ saturday\ d}) \\
 & + ISMP_{CSELRL\ sunday\ hr} \times (RVOH_{CSELRL\ sunday\ d} - BVOH_{CSELRL\ sunday\ d}) \\
 & + ISMP_{CSELRL\ PH\ hr} \times (RVOH_{CSELRL\ PH\ d} - BVOH_{CSELRL\ PH\ d}) \\
 & + IMP_{CSELRL\ km} \times (RKM_{CSELRL\ d} - BKM_{CSELRL\ d})
 \end{aligned}$$

$ISMP_{CSELRL\ weekday\ hr}$	= the Indexed CSELRL Short Term Marginal Price per Weekday Vehicle Operating Hour (Monday – Thursday);
$RVOH_{CSELRL\ weekday\ d}$	= the Required CSELRL Weekday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{CSELRL\ weekday\ d}$	= the Base CSELRL Weekday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$ISMP_{CSELRL\ friday\ hr}$	= the Indexed CSELRL Short Term Marginal Price per Friday Vehicle Operating Hour;
$RVOH_{CSELRL\ friday\ d}$	= the Required CSELRL Friday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{CSELRL\ friday\ d}$	= the Base CSELRL Friday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;

$ISMP_{CSELR Saturday hr}$	= the Indexed CSELR Short Term Marginal Price per Saturday Vehicle Operating Hour;
$RVOH_{CSELR Saturday d}$	= the Required CSELR Saturday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{CSELR Saturday d}$	= the Base CSELR Saturday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$ISMP_{CSELR Sunday hr}$	= the Indexed CSELR Short Term Marginal Price per Sunday Vehicle Operating Hour;
$RVOH_{CSELR Sunday d}$	= the Required CSELR Sunday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{CSELR Sunday d}$	= the Base Sunday CSELR Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$ISMP_{CSELR PH hr}$	= the Indexed CSELR Short Term Marginal Price per Public Holiday Vehicle Operating Hour;
$RVOH_{CSELR PH d}$	= the Required CSELR Public Holiday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{CSELR PH d}$	= the Base CSELR Public Holiday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$IMP_{CSELR km y}$	= the Indexed CSELR Marginal Price per Service Kilometre;
$RKM_{CSELR d}$	= the Required CSELR Service Kilometres for the day (following the Short Term Service Change);
$BKM_{CSELR d}$	= the Base CSELR Service Kilometres for the day required under the then current Contract Service Level Requirements;
$SSLA_{IWL R d}$	= $ISMP_{IWL R weekday hr} \times (RVOH_{IWL R weekday d} - BVOH_{IWL R weekday d})$ $+ ISMP_{IWL R friday hr} \times (RVOH_{IWL R friday d} - BVOH_{IWL R friday d})$ $+ ISMP_{IWL R saturday hr} \times (RVOH_{IWL R saturday d} - BVOH_{IWL R saturday d})$ $+ ISMP_{IWL R sunday hr} \times (RVOH_{IWL R sunday d} - BVOH_{IWL R sunday d})$ $+ ISMP_{IWL R PH hr} \times (RVOH_{IWL R PH d} - BVOH_{IWL R PH d})$ $+ IMP_{IWL R km} \times (RKM_{IWL R d} - BKM_{IWL R d})$
$ISMP_{IWL R weekday hr}$	= the Indexed IWLR Short Term Marginal Price per Weekday Vehicle Operating Hour (Monday – Thursday);
$RVOH_{IWL R weekday d}$	= the Required IWLR Weekday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{IWL R weekday d}$	= the Base IWLR Weekday Vehicle Operating Hours for the day required under the then current Contract Service Level

	Requirements;
$ISMP_{IWLRL\ Friday\ hr}$	= the Indexed IWLR Short Term Marginal Price per Friday Vehicle Operating Hour;
$RVOH_{IWLRL\ Friday\ d}$	= the Required IWLR Friday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{IWLRL\ Friday\ d}$	= the Base IWLR Friday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$ISMP_{IWLRL\ Saturday\ hr}$	= the Indexed IWLR Short Term Marginal Price per Saturday Vehicle Operating Hour;
$RVOH_{IWLRL\ Saturday\ d}$	= the Required IWLR Saturday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{IWLRL\ Saturday\ d}$	= the Base IWLR Saturday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$ISMP_{IWLRL\ Sunday\ hr}$	= the Indexed IWLR Short Term Marginal Price per Sunday Vehicle Operating Hour;
$RVOH_{IWLRL\ Sunday\ d}$	= the Required IWLR Sunday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{IWLRL\ Sunday\ d}$	= the Base Sunday IWLR Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$ISMP_{IWLRL\ PH\ hr}$	= the Indexed IWLR Short Term Marginal Price per Public Holiday Vehicle Operating Hour;
$RVOH_{IWLRL\ PH\ d}$	= the Required IWLR Public Holiday Vehicle Operating Hours for the day (following the Short Term Service Change);
$BVOH_{IWLRL\ PH\ d}$	= the Base IWLR Public Holiday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements;
$IMP_{IWLRL\ km\ y}$	= the Indexed IWLR Marginal Price per Service Kilometre;
$RKM_{IWLRL\ d}$	= the Actual IWLR Service Kilometres for the day (following the Short Term Service Change); and
$BKM_{IWLRL\ d}$	= the Base IWLR Service Kilometres for the day required under the then current Contract Service Level Requirements.

11.6 Calculation of the LRV Maintenance Overhaul Amount

The LRV Maintenance Overhaul Amount ($ILRV_{overhaul}$) will be calculated as follows:

$$ILRV_{overhaul} = ILRV_{overhaulIWLRLV}$$

where:

$ILRV_{overhaul\ IWL RV}$ = If the Maintenance Overhaul Month occurs before the Expiry Date, the Indexed IWL RV Maintenance Overhaul Amount is payable in the month which is 24 months prior to the Maintenance Overhaul Month, otherwise no IWL RV Maintenance Overhaul Amount is payable.

12. FLOATING RATE AMOUNT

12.1 Calculation of the Floating Rate Amount

On the first day of each Interest Period ending after the date that is two years after the Original Date for Completion, the Floating Rate Amount (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 Interest Period;
- BIP_q = the Base Case Floating Rate Interest Payment for the Interest Period;
- n_m = the number of days in the relevant Operating Month which occur after the end of the Interest Period that follows 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 a positive or negative amount.

13. ENERGY ADJUSTMENT

The Energy Adjustment (EA_m) for an Operating Month will be calculated as:

$$EA_m = \left((AV_{peak} \times BEP_{peak} + ANV_{peak} \times BNP_{peak}) + (AV_{off-peak} \times BEP_{off-peak} + ANV_{off-peak} \times BNP_{off-peak}) \right) + EC_m - ER_m$$

where:

- AV_{peak} = Actual Volume (Peak) of electricity used for the Operating Month;
- $AV_{off-peak}$ = Actual Volume (Off Peak) of electricity used for the Operating Month;
- $AV_{shoulder}$ = Actual Volume (Shoulder) of electricity used for the Operating Month;
- ANV_{peak} = Actual Network Volume (Peak) of electricity used for the Operating Month;
- $ANV_{off-peak}$ = Actual Network Volume (Off Peak) of electricity used

for the Operating Month;

$ANV_{shoulder}$	=	Actual Network Volume (Shoulder) of electricity used for the Operating Month;
BEP_{peak}	=	Base Energy Price (Peak);
$BEP_{off-peak}$	=	Base Energy Price (Off Peak);
$BEP_{shoulder}$	=	Base Energy Price (Shoulder);
BNP_{peak}	=	Base Network Price (Peak);
$BNP_{off-peak}$	=	Base Network Price (Off Peak);
$BNP_{shoulder}$	=	Base Network Price (Shoulder);
$IEPI_q$	=	the Energy Price Indexation Factor for the relevant Quarter q;
EC_m	=	Energy Charges for the relevant Operating Month; and
ER_m	=	█ of the revenue earned through regeneration and exportation of electricity from the SLR to the electricity grid via the Ausgrid Connection Points or other connection.

14. **INDEXATION**

14.1 **Indexation Principles**

- (a) The CPI Indexation Factor and LPI Indexation Factor are applied and calculated in accordance with this clause 14 (*Indexation*).
- (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 LPI Indexation Factor will be recalculated and this LPI 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 LPI Indexation Factor for Quarter q ($ILPI_q$) will be calculated as follows:

$$ILPI_q = \frac{LPI_{q-2}}{LPI_0}$$

where:

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

LPI_q = LPI published for the Quarter preceding the Quarter most recently ended prior to Financial Close.

- (c) The Energy Price Indexation Factor for Quarter q (**IEPI_q**) will be calculated as follows:

If q is the first Operating Quarter,

$$IEPI_q = (1 + EPI)^{NumQuarters}$$

where:

NumQuarters = The number of quarters elapsed between the end of the Quarter preceding the Quarter most recently ended prior to Financial Close and the end of the Quarter ended three months prior to the start of the Operating Quarter.

If q is not the first Operating Quarter,

$$IEPI_q = IEPI_{q-1} \times (1 + EPI)$$

where:

EPI = the Energy Price Index; and

$IEPI_{q-1}$ = the Energy Price Indexation Factor for the previous Operating Quarter.

14.3 Application of Indexation Factors

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

$$ILMP_{hr} = CBLMP_{hr} \times ICPI_q + LBLMP_{hr} \times ILPI_q + EBLMP_{hr} \times ECPI_q$$

where:

$CBLMP_{hr}$ = the CPI Indexed Base Long Term Marginal Price per Vehicle Operating Hour; and

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

$LBLMP_{hr}$ = the LPI Indexed Base Long Term Marginal Price per Vehicle Operating Hour; and

- $ILPI_q$ = the LPI Indexation Factor for Quarter q.
- $ELMP_{hr}$ = the EPI Indexed Base Long Term Marginal Price per Vehicle Operating Hour; and
- $IEPI_q$ = the EPI Indexation Factor for Quarter q.

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

$$ISMPH = CBSMP_{hr} \times ICPI_q + LBSMP_{hr} \times ILPI_q + EBSMP_{hr} \times IEPI_q$$

where:

- $CBSMP_{hr}$ = the CPI Indexed Base Short Term Marginal Price per Vehicle Operating Hour; and
- $ICPI_q$ = the CPI Indexation Factor for Quarter q.
- $LBSMP_{hr}$ = the LPI Indexed Base Short Term Marginal Price per Vehicle Operating Hour; and
- $ILPI_q$ = the LPI Indexation Factor for Quarter q.
- $EBSMP_{hr}$ = the EPI Indexed Base Short Term Marginal Price per Vehicle Operating Hour; and
- $IEPI_q$ = the EPI Indexation Factor for Quarter q.

- (c) The Indexed Availability Fee (**IAF_y**) will be calculated each Operating Month as follows:

$$IAF_y = \text{Indexing Component 1} \times ICPI_q + \text{Indexing Component 2} \times ILPI_q + \text{Non-Indexing Component}$$

where:

- Indexing Component 1* = the Indexing Component 1 of the Service Payment as specified in section 1.1(c) of Annexure 1;
- Indexing Component 2* = the Indexing Component 2 of the Service Payment as specified in section 1.1(d) of Annexure 1;
- Non-Indexing Component* = the Non-Indexing Component of the Service Payment as specified in section 1.1(e) of Annexure 1;
- $ICPI_q$ = the CPI Indexation Factor for Quarter q;
- $ILPI_q$ = the LPI Indexation Factor for Quarter q.

- (d) The Indexed Lifecycle Component (**ILCC_y**) will be calculated each Month 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.

- (e) The annual Indexed Maximum Deduction for Service Quality (**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

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

- (f) The annual Indexed Maximum Revenue Management Deduction (**IRMD_y**) will be calculated each Quarter as follows:

$$IRMD_y = BRMD_y \times ICPI_q$$

where:

$BRMD_y$ = the annual Base Maximum Revenue Management Deduction; and

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

- (g) 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.

- (h) The annual Indexed Maximum Revenue Management Payment (**IRMP_y**) will be calculated each Quarter as follows:

$$IRMP_y = BRMP_y \times ICPI_q$$

where:

$BRMP_y$ = the annual Base Maximum Revenue Management Payment;
and

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

- (i) The Indexed Traffic Signal Aggregate Delay Amount (**TSADA_q**) will be calculated each Quarter as follows:

$$ITSADA_q = TSADA_L_q \times ILPI_q + TSADA_C_q \times ICPI_q + TSADA_E_q \times IEPI_q$$

where:

- $TSADA_{Lq}$ = the LPI indexed Traffic Signal Aggregate Delay amount as per Annexure 1 section 1.11
- $ILPI_q$ = the LPI Indexation Factor for Quarter q.
- $TSADA_{Cq}$ = the CPI indexed Traffic Signal Aggregate Delay amount as per Annexure 1 section 1.11
- $ICPI_q$ = the CPI Indexation Factor for Quarter q.
- $TSADA_{Eq}$ = the EPI Indexed Traffic Signal Aggregate Delay amount as per Annexure 1 section 1.11
- $IEPI_q$ = the EPI Indexation Factor for Quarter q.

- (j) The Indexed CSELR Marginal Price per Service Km (**ICMPkm**) will be calculated each Quarter as follows:

$$CICMP_{km} = CICMP_{km} \times ICPI_q + LICMP_{km} \times ILPI_q + EICMP_{km} \times IEPI_q$$

where:

- $CICMP_{km}$ = the CPI Indexed CSELR Marginal Price per Service Km; and
- $ICPI_q$ = the CPI Indexation Factor for Quarter q.
- $LICMP_{km}$ = the LPI Indexed CSELR Marginal Price per Service Km; and
- $ILPI_q$ = the LPI Indexation Factor for Quarter q.
- $EICMP_{km}$ = the EPI Indexed CSELR Marginal Price per Service Km; and
- $IEPI_q$ = the EPI Indexation Factor for Quarter q.

- (k) The Indexed IWLR Marginal Price per Service Km (**IIMPkm**) will be calculated each Quarter as follows:

$$CIIMP_{km} = CIIMP_{km} \times ICPI_q + LIIMP_{km} \times ILPI_q + EIIMP_{km} \times IEPI_q$$

where:

- $CIIMP_{km}$ = the CPI Indexed IWLR Marginal Price per Service Km; and
- $ICPI_q$ = the CPI Indexation Factor for Quarter q.
- $LIIMP_{km}$ = the LPI Indexed IWLR Marginal Price per Service Km; and
- $ILPI_q$ = the LPI Indexation Factor for Quarter q.
- $EIIMP_{km}$ = the EPI Indexed IWLR Marginal Price per Service Km; and

$IEPI_q$ = the EPI Indexation Factor for Quarter q.

15. **FINAL COMPLETION DEDUCTION AMOUNT**

The monthly Final Completion Deduction Amount (FCD_m) will be calculated each Operating Month as follows:

$$FCD_m = BFDA_m \times ICPI_q$$

where:

- $BFDA_m$ =
- (i) if the Operating Month occurs during the IWLR Operations Phase, 0;
 - (ii) if Final Completion has been achieved in accordance with clause 19 (*First Passenger Service, Completion, Full Operations, Final Completion and early Completion*) of the Operative Provisions, 0;
 - (iii) if the Operating Month occurs after 3 months following the Date of Completion and prior to Final Completion, the Base Final Completion Deduction Amount; and
 - (iv) in all other cases, 0.

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

16. **TfNSW SHARE OF GROSS COMMERCIAL REVENUE**

In accordance with clause 23.7 (*Revenue from commercial opportunities*) of the Operative Provisions, TfNSW's Share of Gross Commercial Revenue (CR_m) from all Agreed Commercial Arrangements will be calculated for each Operating Month as follows:

$$CR_m = \sum_m^i [GCR_m^i \times GRSP_i]$$

where:

- CR_m = TfNSW's Share of Gross Commercial Revenue, summed for all agreed Commercial Arrangements applying in the Operating Month;
- GCR_m^i = total gross revenue from an Agreed Commercial Arrangement i derived by OpCo in the Operating Month m ; and
- $GRSP_i$ = gross revenue sharing percentage applying to Agreed Commercial Arrangement i as determined by clause 23.7(a) of the Operative Provisions.

17. **TICKET COLLECTION AMOUNT**

$$TC_m = \sum_m [TS_n^i \times TP_{n,i}^i] + [TS_{n+1}^i \times TP_{n+1,i}^i] + \dots$$

where:

TC_m = the ticket collection amount in the Operating Month;

TS^n = the total number of tickets sold through the Legacy Ticketing System in the Operating Month by category of ticket where n represents a category of tickets. The information for calculating the number and type of tickets sold will be extracted from the Legacy Ticketing System; and

TP^n = the price per ticket for the relevant ticket category.

18. RELIEF FROM AVAILABILITY DEDUCTIONS AND TIMELINESS DEDUCTION FOR INCIDENTS OR DIRECTIONS

18.1 Relief from Availability Deductions and Timeliness Deductions

Any Missed Service or Customer Delay Measure accrued as a consequence of:

- (a) OpCo responding appropriately in the circumstances to an Incident threatening life safety that directly impacts Services for 30 minutes or longer and where Emergency Services Organisations are likely to be called;
- (b) OpCo complying with a direction of an Emergency Services Organisation, or TfNSW's Representative or Traffic Management Centre;
- (c) a Planned Service Disruption, a Connection Shutdown; or
- (d) a Utility Service Owner accessing the Permanent Light Rail Corridor pursuant to a road occupancy licence and:
 - (i) the Utility Service Owner remains within the Permanent Light Rail Corridor beyond the approved times contained in the road occupancy licence; and
 - (ii) the Utility Service Owner remaining within the Permanent Light Rail Corridor causes a material disruption to the Services; and
- (e) an Existing Asset Defect directly impacting Services but only to the extent that OpCo is not indemnified in respect of the effects of such occurrence by a policy of business interruption insurance required under this deed or which would have been indemnified by a policy of business interruption insurance required under this deed had OpCo complied with its obligations under this deed.,

will be excluded from the calculations of Availability Deductions and Timeliness Deductions, except where the relevant event arises as the result of any act, omission or breach of OpCo or an OpCo Contractor or where OpCo or an OpCo Contractor has failed to mitigate the impact of the relevant event.

18.2 Claim for reduced Availability 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 will act reasonably in determining whether to approve or reject any such claim. If OpCo does not agree with the determination of TfNSW it may refer the matter to the dispute resolution process in accordance with clause 56 (*Dispute Resolution*) of the

Operative Provisions. Notwithstanding any claim which OpCo may have submitted under this clause 18.2 (*Claim for reduced Availability and/or Timeliness Deductions*), OpCo must submit a claim for payment after the relevant Operating Month in accordance with clause 19(*Monitoring Requirements*) including the Availability Deductions or Timeliness Deductions calculated based on OpCo's actual response to the Major Service Disruption.

19. MONITORING REQUIREMENTS

19.1 Appointment of Quality Assurance Inspector

- (a) For Service Quality KPI 1, KPI 2 and KPI 3, TfNSW will appoint a Quality Assurance Inspector to undertake the Quality Assurance Program in accordance with the processes set out in Annexure 2 (*Service Quality KPIs*).
- (b) The cost of the surveys 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.

19.2 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 2 (*Service Quality KPIs*).
- (b) The cost of the Customer Surveys undertaken pursuant to clause 19.2(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 2 (*Service Quality KPIs*).
- (d) The cost of the Customer Surveys undertaken pursuant to clause 19.2(c) will be borne by TfNSW.

19.3 Appointment of Fare Evasion Surveyor

- (a) For KPI 9 (*Revenue Management*), TfNSW and OpCo will jointly appoint a Fare Evasion Surveyor, to undertake the relevant surveys in accordance with the process set out in Annexure 2 (*Service Quality KPIs*) and Annexure 4 (*Fare Evasion Survey Methodology applying to Revenue Management KPI*).
- (b) The cost of the fare evasion surveys undertaken pursuant to clause 19.3(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.

19.4 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 19.1 (*Appointment of Quality Assurance Inspector*), 19.2 (*Appointment of Customer Surveyor*) and 19.3 (*Appointment of Fare Evasion Surveyor*).

19.5 Self-Monitoring

With the exception of the KPIs and the components of KPIs referred to in clauses 19.1 (*Appointment of Quality Assurance Inspector*), 19.2 (*Appointment of Customer Surveyor*) and 19.3 (*Appointment of Fare Evasion Surveyor*), OpCo must monitor and report on all performance metrics required for the purposes of calculating the Service Payment in accordance with this Schedule.

20. PAYMENT CLAIMS

Claims for payment submitted by OpCo after each Operating Month in accordance with clause 25.4 (*Payment Schedule*) of the Operative Provisions must be in the format set out in Annexure 3 (*Form of invoice*).

21. TRAFFIC SIGNAL AGGREGATE DELAY AMOUNT

The Base Traffic Signal Aggregate Delay Amount (TSADA) for an Operating Month will be calculated as follows:

If the Traffic Signal Aggregate Delay within any peak Service Period is less than that described in Attachment 2 of SPR Appendix 16 (CSELR Road and Traffic Requirements) Attachment 2 at Contract Close by [REDACTED] or more on services which operate on the CSELR between both Randwick to Circular Quay and between Kingsford and Circular Quay, then $TSADA_m$ will be calculated as follows:

$$TSADA_m = \frac{(n_m \times ITSADA_q)}{n_q}$$

where:

- n_m the number of days in the relevant Operating Month;
- $ITSADA_q$ the quarterly Indexed Traffic Signal Aggregate Delay Amount as per section 14.3 (i);
- n_q the number of days in the relevant Operating Quarter.

At all other times the Traffic Signal Aggregate Delay Amount will be nil.

ANNEXURE 1

1. COMPONENTS OF THE SERVICE PAYMENT

1.1 The Base Availability Fee

(a) The values in Table 6, Table 7 and Table 8 below will apply for each day from the Date of Revenue Service to the Original Expiry Date.

Table 6 – Base availability fee – Indexing Component 1

IWLR Operations Phase Operating Quarter	IWLR Operations Phase IC1_IWLR (\$ per annum)	Full Operations Phase Operating Quarter	Full Operations Phase IC1_Full (\$ per annum)	Applicable Indexation Factor
1	As per the Model Outputs Schedule	1	As per the Model Outputs Schedule	ICPI _q
2	As per the Model Outputs Schedule	2	As per the Model Outputs Schedule	ICPI _q
3	As per the Model Outputs Schedule	3	As per the Model Outputs Schedule	ICPI _q
4	As per the Model Outputs Schedule	4	As per the Model Outputs Schedule	ICPI _q
5	As per the Model Outputs Schedule	5	As per the Model Outputs Schedule	ICPI _q
6	As per the Model Outputs Schedule	6	As per the Model Outputs Schedule	ICPI _q
7	As per the Model Outputs Schedule	7	As per the Model Outputs Schedule	ICPI _q
8	As per the Model Outputs Schedule	8	As per the Model Outputs Schedule	ICPI _q
9	As per the Model Outputs Schedule	9	As per the Model Outputs Schedule	ICPI _q
10	As per the Model Outputs Schedule	10	As per the Model Outputs Schedule	ICPI _q
11	As per the Model Outputs Schedule	11	As per the Model Outputs Schedule	ICPI _q
12	As per the Model Outputs Schedule	12	As per the Model Outputs Schedule	ICPI _q
13	As per the Model Outputs Schedule	13	As per the Model Outputs Schedule	ICPI _q
14	As per the Model Outputs Schedule	14	As per the Model Outputs Schedule	ICPI _q
15	As per the Model Outputs Schedule	15	As per the Model Outputs Schedule	ICPI _q
16	As per the Model Outputs Schedule	16	As per the Model Outputs Schedule	ICPI _q
17	As per the Model Outputs Schedule	17	As per the Model Outputs Schedule	ICPI _q
18	As per the Model Outputs Schedule	18	As per the Model Outputs Schedule	ICPI _q
19	As per the Model Outputs Schedule	19	As per the Model Outputs Schedule	ICPI _q
20	As per the Model Outputs Schedule	20	As per the Model Outputs Schedule	ICPI _q
21	As per the Model	21	As per the Model	ICPI _q

	Outputs Schedule		Outputs Schedule	
22	As per the Model Outputs Schedule	22	As per the Model Outputs Schedule	ICPI _q
23	As per the Model Outputs Schedule	23	As per the Model Outputs Schedule	ICPI _q
24	As per the Model Outputs Schedule	24	As per the Model Outputs Schedule	ICPI _q
25	As per the Model Outputs Schedule	25	As per the Model Outputs Schedule	ICPI _q
26	As per the Model Outputs Schedule	26	As per the Model Outputs Schedule	ICPI _q
27	As per the Model Outputs Schedule	27	As per the Model Outputs Schedule	ICPI _q
28	As per the Model Outputs Schedule	28	As per the Model Outputs Schedule	ICPI _q
29	As per the Model Outputs Schedule	29	As per the Model Outputs Schedule	ICPI _q
30	As per the Model Outputs Schedule	30	As per the Model Outputs Schedule	ICPI _q
31	As per the Model Outputs Schedule	31	As per the Model Outputs Schedule	ICPI _q
32	As per the Model Outputs Schedule	32	As per the Model Outputs Schedule	ICPI _q
33	As per the Model Outputs Schedule	33	As per the Model Outputs Schedule	ICPI _q
34	As per the Model Outputs Schedule	34	As per the Model Outputs Schedule	ICPI _q
35	As per the Model Outputs Schedule	35	As per the Model Outputs Schedule	ICPI _q
36	As per the Model Outputs Schedule	36	As per the Model Outputs Schedule	ICPI _q
37	As per the Model Outputs Schedule	37	As per the Model Outputs Schedule	ICPI _q
38	As per the Model Outputs Schedule	38	As per the Model Outputs Schedule	ICPI _q
39	As per the Model Outputs Schedule	39	As per the Model Outputs Schedule	ICPI _q
40	As per the Model Outputs Schedule	40	As per the Model Outputs Schedule	ICPI _q
41	As per the Model Outputs Schedule	41	As per the Model Outputs Schedule	ICPI _q
42	As per the Model Outputs Schedule	42	As per the Model Outputs Schedule	ICPI _q
43	As per the Model Outputs Schedule	43	As per the Model Outputs Schedule	ICPI _q
44	As per the Model Outputs Schedule	44	As per the Model Outputs Schedule	ICPI _q
45	As per the Model Outputs Schedule	45	As per the Model Outputs Schedule	ICPI _q
46	As per the Model Outputs Schedule	46	As per the Model Outputs Schedule	ICPI _q
47	As per the Model Outputs Schedule	47	As per the Model Outputs Schedule	ICPI _q
48	As per the Model Outputs Schedule	48	As per the Model Outputs Schedule	ICPI _q
49	As per the Model Outputs Schedule	49	As per the Model Outputs Schedule	ICPI _q
50	As per the Model Outputs Schedule	50	As per the Model Outputs Schedule	ICPI _q
51	As per the Model Outputs Schedule	51	As per the Model Outputs Schedule	ICPI _q

52	As per the Model Outputs Schedule	52	As per the Model Outputs Schedule	ICPI _q
53	As per the Model Outputs Schedule	53	As per the Model Outputs Schedule	ICPI _q
54	As per the Model Outputs Schedule	54	As per the Model Outputs Schedule	ICPI _q
55	As per the Model Outputs Schedule	55	As per the Model Outputs Schedule	ICPI _q
56	As per the Model Outputs Schedule	56	As per the Model Outputs Schedule	ICPI _q
57	As per the Model Outputs Schedule	57	As per the Model Outputs Schedule	ICPI _q
58	As per the Model Outputs Schedule	58	As per the Model Outputs Schedule	ICPI _q
59	As per the Model Outputs Schedule	59	As per the Model Outputs Schedule	ICPI _q
60	As per the Model Outputs Schedule	60	As per the Model Outputs Schedule	ICPI _q
61	As per the Model Outputs Schedule	61	As per the Model Outputs Schedule	ICPI _q
62	As per the Model Outputs Schedule	62	As per the Model Outputs Schedule	ICPI _q
63	As per the Model Outputs Schedule	63	As per the Model Outputs Schedule	ICPI _q
64	As per the Model Outputs Schedule	64	As per the Model Outputs Schedule	ICPI _q
65	As per the Model Outputs Schedule	65	As per the Model Outputs Schedule	ICPI _q
66	As per the Model Outputs Schedule	66	As per the Model Outputs Schedule	ICPI _q
67	As per the Model Outputs Schedule	67	As per the Model Outputs Schedule	ICPI _q
68	As per the Model Outputs Schedule	68	As per the Model Outputs Schedule	ICPI _q
69	As per the Model Outputs Schedule	69	As per the Model Outputs Schedule	ICPI _q
70	As per the Model Outputs Schedule	70	As per the Model Outputs Schedule	ICPI _q
71	As per the Model Outputs Schedule	71	As per the Model Outputs Schedule	ICPI _q
72	As per the Model Outputs Schedule	72	As per the Model Outputs Schedule	ICPI _q
73	As per the Model Outputs Schedule	73	As per the Model Outputs Schedule	ICPI _q
74	As per the Model Outputs Schedule	74	As per the Model Outputs Schedule	ICPI _q
75	As per the Model Outputs Schedule	75	As per the Model Outputs Schedule	ICPI _q
-	-	-	-	ICPI _q

Table 7 – Base availability fee – Indexing Component 2

IWL Operations Phase Operating Quarter	IWL Operations Phase	Full Operations Phase Operating Quarter	Full Operations Phase	Applicable Indexation Factor
	IC2_IWL (\$ per annum)		IC2_Full (\$ per annum)	
1	As per the Model Outputs Schedule	1	As per the Model Outputs Schedule	ILPI _q
2	As per the Model Outputs Schedule	2	As per the Model Outputs Schedule	ILPI _q
3	As per the Model Outputs Schedule	3	As per the Model Outputs Schedule	ILPI _q
4	As per the Model Outputs Schedule	4	As per the Model Outputs Schedule	ILPI _q
5	As per the Model Outputs Schedule	5	As per the Model Outputs Schedule	ILPI _q
6	As per the Model Outputs Schedule	6	As per the Model Outputs Schedule	ILPI _q
7	As per the Model Outputs Schedule	7	As per the Model Outputs Schedule	ILPI _q
8	As per the Model Outputs Schedule	8	As per the Model Outputs Schedule	ILPI _q
9	As per the Model Outputs Schedule	9	As per the Model Outputs Schedule	ILPI _q
10	As per the Model Outputs Schedule	10	As per the Model Outputs Schedule	ILPI _q
11	As per the Model Outputs Schedule	11	As per the Model Outputs Schedule	ILPI _q
12	As per the Model Outputs Schedule	12	As per the Model Outputs Schedule	ILPI _q
13	As per the Model Outputs Schedule	13	As per the Model Outputs Schedule	ILPI _q
14	As per the Model Outputs Schedule	14	As per the Model Outputs Schedule	ILPI _q
15	As per the Model Outputs Schedule	15	As per the Model Outputs Schedule	ILPI _q
16	As per the Model Outputs Schedule	16	As per the Model Outputs Schedule	ILPI _q
17	As per the Model Outputs Schedule	17	As per the Model Outputs Schedule	ILPI _q
18	As per the Model Outputs Schedule	18	As per the Model Outputs Schedule	ILPI _q
19	As per the Model Outputs Schedule	19	As per the Model Outputs Schedule	ILPI _q
20	As per the Model Outputs Schedule	20	As per the Model Outputs Schedule	ILPI _q
21	As per the Model Outputs Schedule	21	As per the Model Outputs Schedule	ILPI _q
22	As per the Model Outputs Schedule	22	As per the Model Outputs Schedule	ILPI _q
23	As per the Model Outputs Schedule	23	As per the Model Outputs Schedule	ILPI _q
24	As per the Model Outputs Schedule	24	As per the Model Outputs Schedule	ILPI _q
25	As per the Model Outputs Schedule	25	As per the Model Outputs Schedule	ILPI _q

26	As per the Model Outputs Schedule	26	As per the Model Outputs Schedule	ILPI _q
27	As per the Model Outputs Schedule	27	As per the Model Outputs Schedule	ILPI _q
28	As per the Model Outputs Schedule	28	As per the Model Outputs Schedule	ILPI _q
29	As per the Model Outputs Schedule	29	As per the Model Outputs Schedule	ILPI _q
30	As per the Model Outputs Schedule	30	As per the Model Outputs Schedule	ILPI _q
31	As per the Model Outputs Schedule	31	As per the Model Outputs Schedule	ILPI _q
32	As per the Model Outputs Schedule	32	As per the Model Outputs Schedule	ILPI _q
33	As per the Model Outputs Schedule	33	As per the Model Outputs Schedule	ILPI _q
34	As per the Model Outputs Schedule	34	As per the Model Outputs Schedule	ILPI _q
35	As per the Model Outputs Schedule	35	As per the Model Outputs Schedule	ILPI _q
36	As per the Model Outputs Schedule	36	As per the Model Outputs Schedule	ILPI _q
37	As per the Model Outputs Schedule	37	As per the Model Outputs Schedule	ILPI _q
38	As per the Model Outputs Schedule	38	As per the Model Outputs Schedule	ILPI _q
39	As per the Model Outputs Schedule	39	As per the Model Outputs Schedule	ILPI _q
40	As per the Model Outputs Schedule	40	As per the Model Outputs Schedule	ILPI _q
41	As per the Model Outputs Schedule	41	As per the Model Outputs Schedule	ILPI _q
42	As per the Model Outputs Schedule	42	As per the Model Outputs Schedule	ILPI _q
43	As per the Model Outputs Schedule	43	As per the Model Outputs Schedule	ILPI _q
44	As per the Model Outputs Schedule	44	As per the Model Outputs Schedule	ILPI _q
45	As per the Model Outputs Schedule	45	As per the Model Outputs Schedule	ILPI _q
46	As per the Model Outputs Schedule	46	As per the Model Outputs Schedule	ILPI _q
47	As per the Model Outputs Schedule	47	As per the Model Outputs Schedule	ILPI _q
48	As per the Model Outputs Schedule	48	As per the Model Outputs Schedule	ILPI _q
49	As per the Model Outputs Schedule	49	As per the Model Outputs Schedule	ILPI _q
50	As per the Model Outputs Schedule	50	As per the Model Outputs Schedule	ILPI _q
51	As per the Model Outputs Schedule	51	As per the Model Outputs Schedule	ILPI _q
52	As per the Model Outputs Schedule	52	As per the Model Outputs Schedule	ILPI _q
53	As per the Model Outputs Schedule	53	As per the Model Outputs Schedule	ILPI _q
54	As per the Model Outputs Schedule	54	As per the Model Outputs Schedule	ILPI _q
55	As per the Model Outputs Schedule	55	As per the Model Outputs Schedule	ILPI _q
56	As per the Model	56	As per the Model	ILPI _q

	Outputs Schedule		Outputs Schedule	
57	As per the Model Outputs Schedule	57	As per the Model Outputs Schedule	ILPI _q
58	As per the Model Outputs Schedule	58	As per the Model Outputs Schedule	ILPI _q
59	As per the Model Outputs Schedule	59	As per the Model Outputs Schedule	ILPI _q
60	As per the Model Outputs Schedule	60	As per the Model Outputs Schedule	ILPI _q
61	As per the Model Outputs Schedule	61	As per the Model Outputs Schedule	ILPI _q
62	As per the Model Outputs Schedule	62	As per the Model Outputs Schedule	ILPI _q
63	As per the Model Outputs Schedule	63	As per the Model Outputs Schedule	ILPI _q
64	As per the Model Outputs Schedule	64	As per the Model Outputs Schedule	ILPI _q
65	As per the Model Outputs Schedule	65	As per the Model Outputs Schedule	ILPI _q
66	As per the Model Outputs Schedule	66	As per the Model Outputs Schedule	ILPI _q
67	As per the Model Outputs Schedule	67	As per the Model Outputs Schedule	ILPI _q
68	As per the Model Outputs Schedule	68	As per the Model Outputs Schedule	ILPI _q
69	As per the Model Outputs Schedule	69	As per the Model Outputs Schedule	ILPI _q
70	As per the Model Outputs Schedule	70	As per the Model Outputs Schedule	ILPI _q
71	As per the Model Outputs Schedule	71	As per the Model Outputs Schedule	ILPI _q
72	As per the Model Outputs Schedule	72	As per the Model Outputs Schedule	ILPI _q
73	As per the Model Outputs Schedule	73	As per the Model Outputs Schedule	ILPI _q
74	As per the Model Outputs Schedule	74	As per the Model Outputs Schedule	ILPI _q
75	As per the Model Outputs Schedule	75	As per the Model Outputs Schedule	ILPI _q
-	-	-	-	ILPI _q

Table 8 – Base availability fee – Non-Indexing Component

Quarter Ending	NIC (\$ per annum)	Applicable Indexation Factor
As per the Model Outputs Schedule	As per the Model Outputs Schedule	None
As per the Model Outputs Schedule	As per the Model Outputs Schedule	None
As per the Model Outputs Schedule	As per the Model Outputs Schedule	None
As per the Model Outputs Schedule	As per the Model Outputs Schedule	None
As per the Model Outputs Schedule	As per the Model Outputs Schedule	None

(c) **Indexing Component 1**

Indexing Component 1 is calculated as follows with reference to Table 6 above:

In the months following the Date of Revenue Service but prior to the Date of Completion,

Indexing Component 1 = Within Table 6 the figure under the column titled IC1_IWLR for the relevant Operating Quarter;

In the month in which the Date of Completion occurs,

Indexing Component 1 = $(n1 \times IC1_IWLR + n2 \times IC1_Full) / n$

where:

IC1_IWLR = Within Table 6 the figure under the column titled IC1_IWLR for the relevant Operating Quarter;

IC1_Full = Within Table 6 the figure under the column titled IC1_Full for the relevant Operating Quarter;

n1 = the number of days from the beginning of the month to the Date of Completion;

n2 = the number of days from, and including, the Date of Completion until the end of the month;

n = the number of days in the month.

In the months following Date of Completion,

Indexing Component 1 = Within Table 6 the figure under the column titled IC1_Full for the relevant Operating Quarter;

(d) **Indexing Component 2 calculation**

Indexing Component 2 is calculated as follows with reference to Table 7 above:

In the months following the Date of Revenue Service but prior to the Date of Completion,

Indexing Component 2 = Within Table 7 the figure under the column titled IC2_IWLR for the relevant Operating Quarter;

In the month in which the Date of Completion occurs,

Indexing Component 2 = $(n1 \times IC2_IWLR + n2 \times IC2_Full) / n$

where:

IC2_IWLR = Within Table 7 the figure under the column titled IC2_IWLR for the relevant Operating Quarter;

IC2_Full = Within Table 7 the figure under the column titled IC2_Full

for the relevant Operating Quarter;

$n1$ = the number of days from the beginning of the month to the Date of Completion;

$n2$ = the number of days from, and including, the Date of Completion until the end of the month;

n = the number of days in the month.

In the months following Date of Completion,

Indexing Component 2 = Within Table 7 the figure under the column titled IC2_Full for the relevant Operating Quarter;

(e) **Non-Indexing Component calculation**

Non-Indexing Component is calculated as follows with reference to Table 8 above:

Non-Indexing Component Date = the later of the date that is either at the end of the Conversion Period or the Date of Completion.

In the months prior to the Non-Indexing Component Date,

Non-Indexing Component = 0

In the month in which the Non-Indexing Component Date occurs,

Non-Indexing Component = $n3 \times \text{NIC} / n$

where:

NIC = Within Table 8 the figure under the column titled NIC for the relevant Operating Quarter;

$n3$ = the number of days from, and including, the Non-Indexing Component Date until the end of the month;

N = the number of days in the month;

In the months following the Non-Indexing Component Date,

Non-Indexing Component = Within Table 8 the figure under the column titled NIC for the relevant Operating Quarter;

1.2 The Benchmarked Insurance Component

- (a) The values in Table 9 below will apply for each day from the Date of Revenue Service to the Original Expiry Date.

Table 9 - Benchmarked Insurance component

	IWLR Operations Phase (BIC_IWLR) \$ per annum	Full Operations Phase (BIC_Full) \$ per annum
Benchmarked Insurance Component	As per Benchmarked Insurance Component section in the Model Outputs Schedule	As per Benchmarked Insurance Component section in the Model Outputs Schedule

(a) Benchmarked Insurance Component calculation

Benchmarked Insurance Component is calculated as follows with reference to Table 9 above:

In the months following the Date of Revenue Service but prior to the Date of Completion,

Benchmarked Insurance Component = Within Table 9 the figure under the column titled BIC_IWLR as amended by Clause 39.15 of the Operative Provisions (*Benchmarking of Insurances*);

In the month in which the Date of Completion occurs,

Benchmarked Insurance Component = $(n1 \times \text{BIC_IWLR} + n2 \times \text{BIC_Full}) / n$

where:

BIC_IWLR = Within Table 9 the figure under the column titled BIC_IWLR for the relevant Operating Quarter as amended by Clause 39.15 of the Operative Provisions (*Benchmarking of Insurances*);

BIC_Full = Within Table 9 the figure under the column titled BIC_Full for the relevant Operating Quarter as amended by Clause 39.15 of the Operative Provisions (*Benchmarking of Insurances*);

n1 = the number of days from the beginning of the month to the Date of Completion;

n2 = the number of days from, and including, the Date of Completion until the end of the month;

n = The number of days in the month

In the months following Date of Completion,

Benchmarked Insurance Component = Within Table 9 the figure under the column titled BIC_FULL as amended by Clause 39.15 of the Operative Provisions (*Benchmarking of Insurances*);

1.3 Base Lifecycle Component

(b) The values in Table 10 will apply from the Date of Revenue Service.

Table 10 – Base lifecycle components

IWLR Operations Phase Lifecycle Year	IWLR Operations Phase Base Lifecycle Component (BLCC_IWLR) (\$ per annum)	Full Operations Phase Lifecycle Year	Full Operations Phase Base Lifecycle Component (BLCC_Full) (\$ per annum)
1	As per Base Lifecycle section in the Model Outputs Schedule	1	As per Base Lifecycle section in the Model Outputs Schedule
2	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	3	As per Base Lifecycle section in the Model Outputs Schedule
4	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 Schedule	5	As per Base Lifecycle section in the Model Outputs Schedule
6	As per Base Lifecycle section in the Model Outputs Schedule	6	As per Base Lifecycle section in the Model Outputs Schedule
7	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	8	As per Base Lifecycle section in the Model Outputs Schedule
9	As per Base Lifecycle section in the Model Outputs	9	As per Base Lifecycle section in the Model Outputs

IWLR Operations Phase	IWLR Operations Phase	Full Operations Phase	Full Operations Phase
Lifecycle Year	Base Lifecycle Component (BLCC_IWLR)	Lifecycle Year	Base Lifecycle Component (BLCC_Full)
	(\$ per annum)		(\$ per annum)
	Schedule		Schedule
10	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	11	As per Base Lifecycle section in the Model Outputs Schedule
12	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	13	As per Base Lifecycle section in the Model Outputs Schedule
14	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 section in the Model Outputs Schedule	15	As per Base Lifecycle section in the Model Outputs Schedule
16	As per Base Lifecycle section in the Model Outputs Schedule	16	As per Base Lifecycle section in the Model Outputs Schedule

(c) If the Date of Completion occurs prior to the Original 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.

(d) Base Lifecycle Component (BLCC_v) calculation

Base Lifecycle Component is calculated as follows with reference to Table 10 above:

In the months following the Date of Revenue Service but prior to the Date of Completion,

$BLCC_y$ = Within Table 10 the figure under the column titled BLCC_IWLR for the relevant Lifecycle Year;

In the month in which the Date of Completion occurs,

$BLCC_y$ = $(n1 \times BLCC_IWLR + n2 \times BLCC_Full) / n$;

where:

$BLCC_IWLR$ = Within Table 10 the figure under the column titled BLCC_IWLR for the relevant Lifecycle Year;

$BLCC_Full$ = Within Table 10 the figure under the column titled BLCC_Full for the relevant Lifecycle Year;

$n1$ = the number of days from the beginning of the month to the Date of Completion;

$n2$ = the number of days from, and including, the Date of Completion until the end of the month;

N = The number of days in the month

In the months following Date of Completion,

$BLCC_y$ = Within Table 10 the figure under the column titled BLCC_Full for the relevant Lifecycle Year

1.4 Base marginal prices relevant to the Service Level Adjustment

The CSELR Marginal Price per Service Kilometre, the IWLR Marginal Price per Service Kilometre, the CSELR Marginal Price per Vehicle Operating Hour and the IWLR Marginal Price per Vehicle Operating Hour is as set out below.

Table 11 - Base CSELR Short Term Marginal Price per Vehicle Operating Hour - Up to a Fleet of 32 CSELRVs

Base CSELR Short Term Marginal Price per Vehicle operating hour				
a) Weekday	b) Saturday	c) Sunday	d) Public holiday	Indexation
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	CPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	LPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	EPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	Total

Table 12 - Base CSELR Long Term Marginal Price per Vehicle Operating Hour - Up to a Fleet of 32 CSELRVs

Base CSELR Long Term Marginal Price per Vehicle operating hour				
k) Weekday	l) Saturday	m) Sunday	n) Public holiday	Indexation

As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	CPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	LPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	EPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	Total

Table 13 - Base IWLR Short Term Marginal Price per Vehicle Operating Hour - Up to a Fleet of 12 LRVS

Base IWLR Short Term Marginal Price per Vehicle operating hour				
a) Weekday	b) Saturday	c) Sunday	d) Public holiday	Indexation
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	CPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	LPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	EPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	Total

Table 14 - Base IWLR Long Term Marginal Price per Vehicle Operating Hour - Up to a Fleet of 12 LRVS

Base IWLR Long Term Marginal Price per Vehicle operating hour				
k) Weekday	l) Saturday	m) Sunday	n) Public holiday	Indexation
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	CPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	LPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	EPI
As per model output schedule	As per model output schedule	As per model output schedule	As per model output schedule	Total

Table 15 - Base CSELR Marginal Price per Service Kilometre

CSE Rate 1	CSE Rate 2	CSE Rate 3	Indexation
As per model output schedule	As per model output schedule	As per model output schedule	CPI
As per model output schedule	As per model output schedule	As per model output schedule	LPI
As per model output schedule	As per model output schedule	As per model output schedule	EPI

As per model output schedule	As per model output schedule	As per model output schedule	Total
------------------------------	------------------------------	------------------------------	-------

Table 16 - Base IWLR Marginal Price per Service Kilometre

IW Rate 1	IW Rate 2	Indexation
As per model output schedule	As per model output schedule	CPI
As per model output schedule	As per model output schedule	LPI
As per model output schedule	As per model output schedule	EPI
As per model output schedule	As per model output schedule	Total

1.5 Floating Rate Amount

Table 17 - Floating rate amount

Interest Period Start date	Interest Period End Date	Base Case Interest Rate	Base Case Floating Rate Debt	Base Case Floating Rate Interest Payment (BIP _q)
As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule	As per Floating Rate Amount section in the Model Outputs Schedule
As per Floating Rate Amount section in the Model Outputs	As per Floating Rate Amount section in the Model Outputs	As per Floating Rate Amount section in the Model Outputs	As per Floating Rate Amount section in the Model Outputs	As per Floating Rate Amount section in the Model Outputs

Interest Period Start date	Interest Period End Date	Base Case Interest Rate	Base Case Floating Rate Debt	Base Case Floating Rate Interest Payment (BIP _q)
Schedule	Schedule	Schedule	Schedule	Schedule

1.6 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 (*Amendment to the Contract Service Level Requirements*); and
- (b) the Benchmarked Insurance Component, pursuant to clause 39.15 of the Operative Provisions; and
- (c) the Benchmarked Insurance Component, pursuant to clause 40.3(a) of the Operative Provisions.

1.7 Base Energy Price and Energy Bid

- (a) The Values in Table 18 will apply from the Date of Revenue Service
- (b) Base Energy Price (Off-Peak) = [REDACTED]
- (c) Base Energy Price (Peak) = [REDACTED]
- (d) Base Energy Price (Shoulder) = [REDACTED]
- (e) During the IWLR Operations Phase Energy Bid is equal to the amount in the column with heading EB_IWLR for the relevant Operating Month contained within Table 18. During the Full Operations Phase Energy Bid is equal to the amount in the column with the heading EB_FULL for the relevant Operating Month contained within Table 18.

Table 18 - Base energy price and energy bid

IWLR Operations Phase Operating Month	Base Energy Volume Bid for Operating Month (KWH)				Base Network Volume Bid for Operating Month (KWH)				Energy Bid for Operating Month (\$) (EB_IWLR)
	Peak	Shoulder	Off-Peak	Total	Peak	Shoulder	Off-Peak	Total	
1	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule
2	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule	As per the Model Outputs Schedule

(i) If the Date of Completion occurs prior to the Original Date for Completion and as a result there are more than 180 Full Operations Phase Operating Months falling within the Term, then the Energy Bid for Full Operations Phase Operating Month 180 will apply for the final months of the Term.

(j) Energy Bid (EB_m) calculation

Energy Bid is calculated as follows with reference to Table 9 above:

In the months following the Date of Revenue Service but prior to the Date of Completion,

EB_m = Within Table 18 the figure under the column titled EB_IWLR for the relevant Operating Month;

In the month in which the Date of Completion occurs,

EB_m = $(n1 \times EB_IWLR + n2 \times EB_Full) / n$;

where:

EB_IWLR = Within Table 18 the figure under the column titled EB_IWLR for the relevant Operating Month;

EB_Full = Within Table 18 the figure under the column titled EB_Full for the relevant Operating Month;

$n1$ = the number of days from the beginning of the month to the Date of Completion;

$n2$ = the number of days from, and including, the Date of Completion until the end of the month;

n = The number of days in the month.

In the months following Date of Completion,

EB_m = Within Table 18 the figure under the column titled EB_Full for the relevant Operating Month;

1.8 Platform Weighting

(a) As applying to the Headway Monitored Platforms and service periods outlined in SPR Appendix 38 (*Minimum Service Requirements*), the following Platform Weightings apply:

Table 19 - CSELR Platform Weightings

System Direction	CSELR					
	Randwick/Kingsford to Circular Quay			Circular Quay to Randwick/Kingsford		
Name Stop Group	Town Hall	Central	Moore Park	Town Hall	Central	Moore Park
	Circular Quay to Rawson Place	Central to Moore Park Stop	All branch stops (Randwick + Kingsford)	Circular Quay to Rawson Place	Central to Moore Park Stop	All branch stops (Randwick + Kingsford)

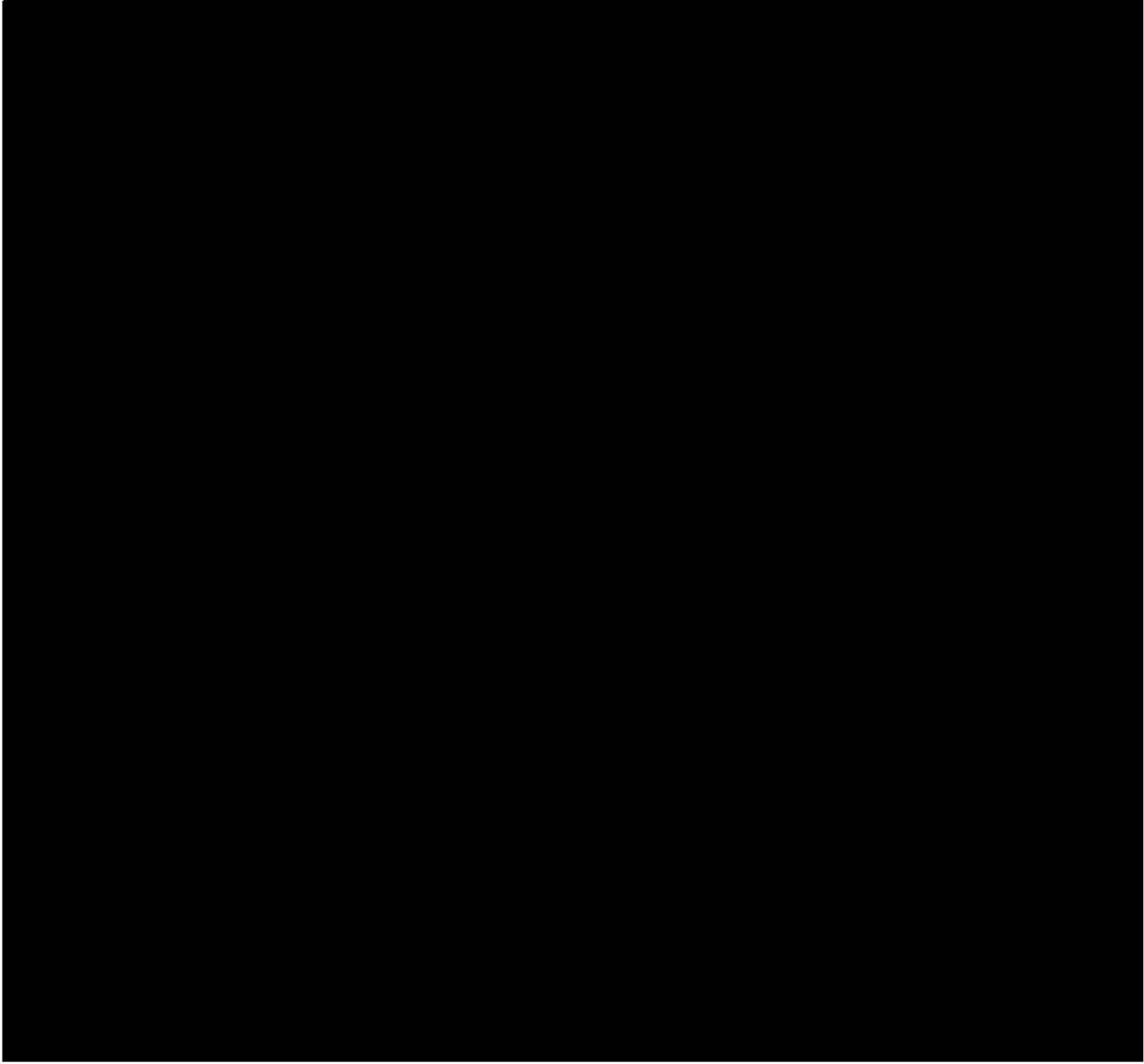


Table 20 - IWLR Platform Weightings

System Direction	IWLR					
	Dulwich Hill to Central			Central to Dulwich Hill		
Name Stop Group	Conventio n Centre Central to Pymont Bay	Wentwort h Park Star City to Rozelle Bay	Lilyfield Lilyfield to Dulwich Hill	Conventio n Centre Central to Pymont Bay	Wentwort h Park Star City to Rozelle Bay	Lilyfield Lilyfield to Dulwich Hill
[Redacted Content]						

(a) The Total Weekly Platform Weighting, calculated in accordance with clause 5.7 (*Review of Platform Weightings and Vehicle Weightings*) must be equal to 1,407,754.4.

Table 21 - CSELR Weekly Platform Weightings

Weekly Platform Weightings				
System	CSELR From Randwick / Kingsford to Circular Quay (A)	From Circular Quay to Randwick / Kingsford (B)	Service Period Duration (C)	Total Platform Weighting (A+B)×C
[Redacted Content]				

Table 22 – IWLK Weekly Platform Weightings

System	Weekly Platform Weightings			Total Platform Weighting (D+F)×F
	IWLK	From Dulwich Hill to Central (H)	From Central to Dulwich Hill (T)	
[Redacted Content]				

1.9 Vehicle Weighting

- (a) Table 23 - Table 24 shows the Vehicle Weightings to be applied in the calculation of the Journey Time Customer Delay Measure in accordance with clause 5.7 (*Review of Platform Weightings and Vehicle Weightings*).
- (b) The Total Weekly Vehicle Weighting, calculated in accordance with clause 5.7 (*Review of Platform Weightings and Vehicle Weightings*) must be equal to 748,960.4

Table 23 - CSELR Vehicle Weightings

System	CSELR									
	Randwick to Circular Quay (A)	Kingsford to Circular Quay (B)	Circular Quay to Randwick (C)	Circular Quay to Kingsford (D)	Total number of services in each direction (E)	Randwick to Circular Quay (A×E)	Kingsford to Circular Quay (B×E)	Circular Quay to Randwick (C×E)	Circular Quay to Kingsford (D×E)	Total Vehicle Weight (A+B+C+D)×E
Description										

System	CSELR									
	Randwick to Circular Quay (A)	Kingsford to Circular Quay (B)	Circular Quay to Randwick (C)	Circular Quay to Kingsford (D)	Total number of services in each direction (E)	Randwick to Circular Quay (A×E)	Kingsford to Circular Quay (B×E)	Circular Quay to Randwick (C×E)	Circular Quay to Kingsford (D×E)	Total Vehicle Weight (A+B+C+D)×E
Description										

Table 24 – IWL R Vehicle Weightings

System	IWL R				
	Dulwich Hill to Central (J)	Central to Dulwich Hill (K)	Number of Services (L)	Dulwich Hill to Central (J)×(L)	Central to Dulwich Hill (K)×(L)
Description					

1.10 Calculation of the Maintenance Overhaul Month

In the Operating Month where a Long Term Service Level Adjustment or Short Term Service Level Adjustment occurs in respect of the IWLR, the Maintenance Overhaul Month will be redefined taking into account the new Contract Service Level Requirements as follows:

$$\text{Maintenance Overhaul Month} = \text{Operating Month} + 12 * (\text{MKM}_{\text{IWLR}} - \text{CKM}_{\text{IWLR}}) / \text{RKM}_{\text{IWLRy}}$$

where:

CKM_{IWLR} = Actual Cumulative IWLR Service Kilometres at the start of the Operating Month

MKM_{IWLR} = [REDACTED] km

$\text{RKM}_{\text{IWLRy}}$ = Required IWLR Service Kilometres per year (following the Long Term Service Change);

IWLRV Maintenance Overhaul Amount as set out below

Table 25 – IWLR Maintenance Overhaul Amount

IWLRV Maintenance Overhaul Amount	
IWLRV Maintenance Overhaul Amount	Indexation
As per the Model Outputs Schedule	CPI
As per the Model Outputs Schedule	LPI
As per the Model Outputs Schedule	EPI
As per the Model Outputs Schedule	Total

1.11 Base Traffic Signal Aggregate Delay Amount

Table 26– Base Traffic Signal Aggregate Delay Amount

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
1	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
2	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
3	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
4	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
5	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
6	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
7	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
8	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
9	As per the Model Outputs	LPI	As per the Model Outputs	CPI	As per the Model Outputs	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
	Schedule		Schedule		Schedule	
10	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
11	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
12	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
13	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
14	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
15	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
16	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
17	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
18	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
19	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
20	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
21	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
22	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
23	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
24	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
25	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
26	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
27	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
28	As per the Model	LPI	As per the Model	CPI	As per the Model	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
	Outputs Schedule		Outputs Schedule		Outputs Schedule	
29	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
30	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
31	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
32	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
33	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
34	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
35	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
36	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
37	As per the Model Outputs	LPI	As per the Model Outputs	CPI	As per the Model Outputs	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
	Schedule		Schedule		Schedule	
38	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
39	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
40	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
41	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
42	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
43	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
44	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
45	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
46	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
47	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
48	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
49	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
50	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
51	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
52	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
53	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
54	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
55	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
56	As per the Model	LPI	As per the Model	CPI	As per the Model	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
	Outputs Schedule		Outputs Schedule		Outputs Schedule	
57	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
58	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
59	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
60	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
61	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
62	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
63	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
64	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
65	As per the Model Outputs	LPI	As per the Model Outputs	CPI	As per the Model Outputs	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
	Schedule		Schedule		Schedule	
66	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
67	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
68	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
69	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
70	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
71	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
72	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
73	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI
74	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI

Full Operation Phase Operating Quarter	TSADA_L		TSADA_C		TSADA_E	
	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor	(\$ per quarter)	Applicable indexation factor
75	As per the Model Outputs Schedule	LPI	As per the Model Outputs Schedule	CPI	As per the Model Outputs Schedule	EPI

In addition, should the reduction in the Base Traffic Signal Delay be achieved prior to 31 December 2017 then OpCo shall, in addition, pay to TfNSW the following amounts;

Quarter Number	Amount
42	Refer to model output schedule
45	Refer to model output schedule

2. MATRIX OF ORIGIN DESTINATION PAIRS

Approximate cumulative run time (minutes) from/to Kingsford and Randwick Interchanges

Table 27 - Circular Quay to Kingsford Origin Destination pairs

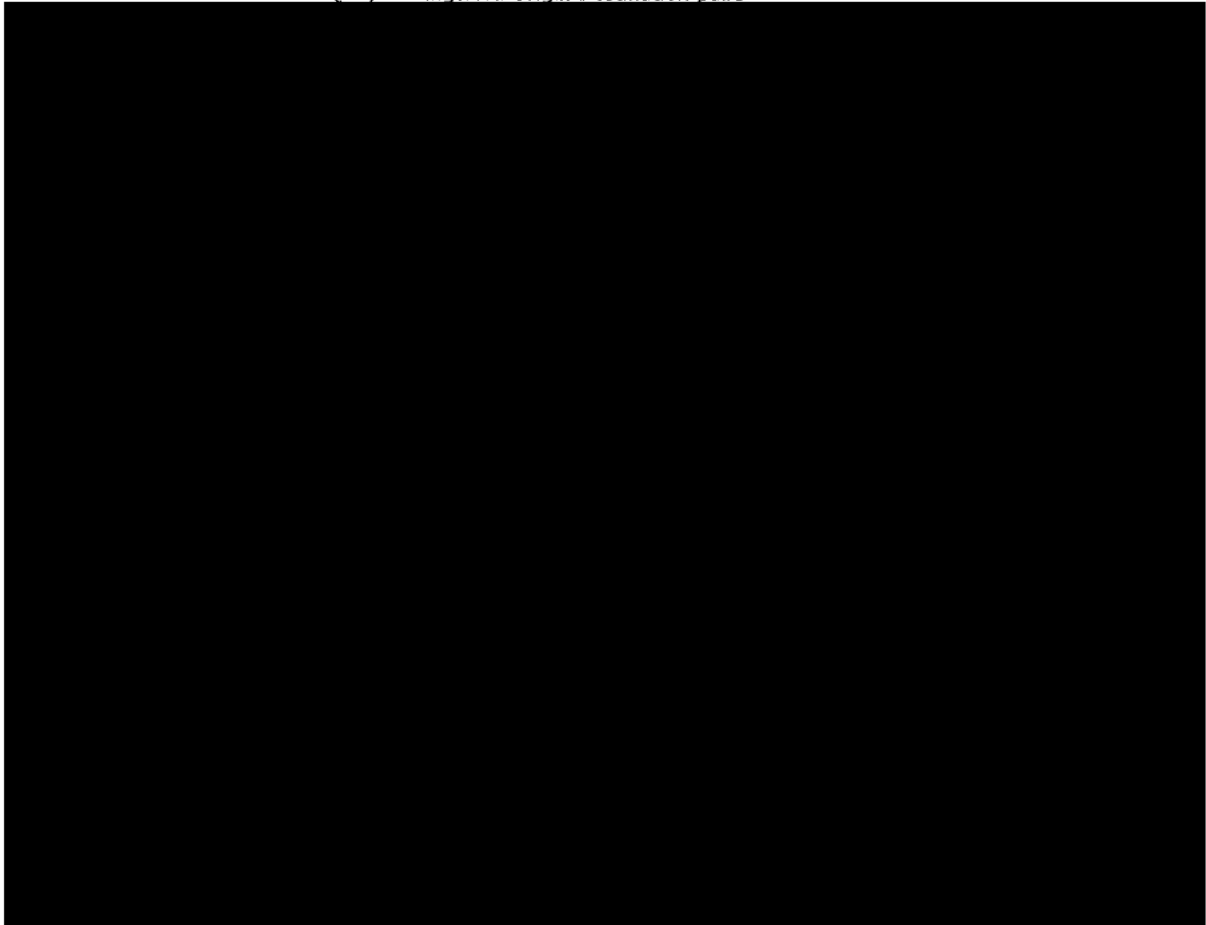
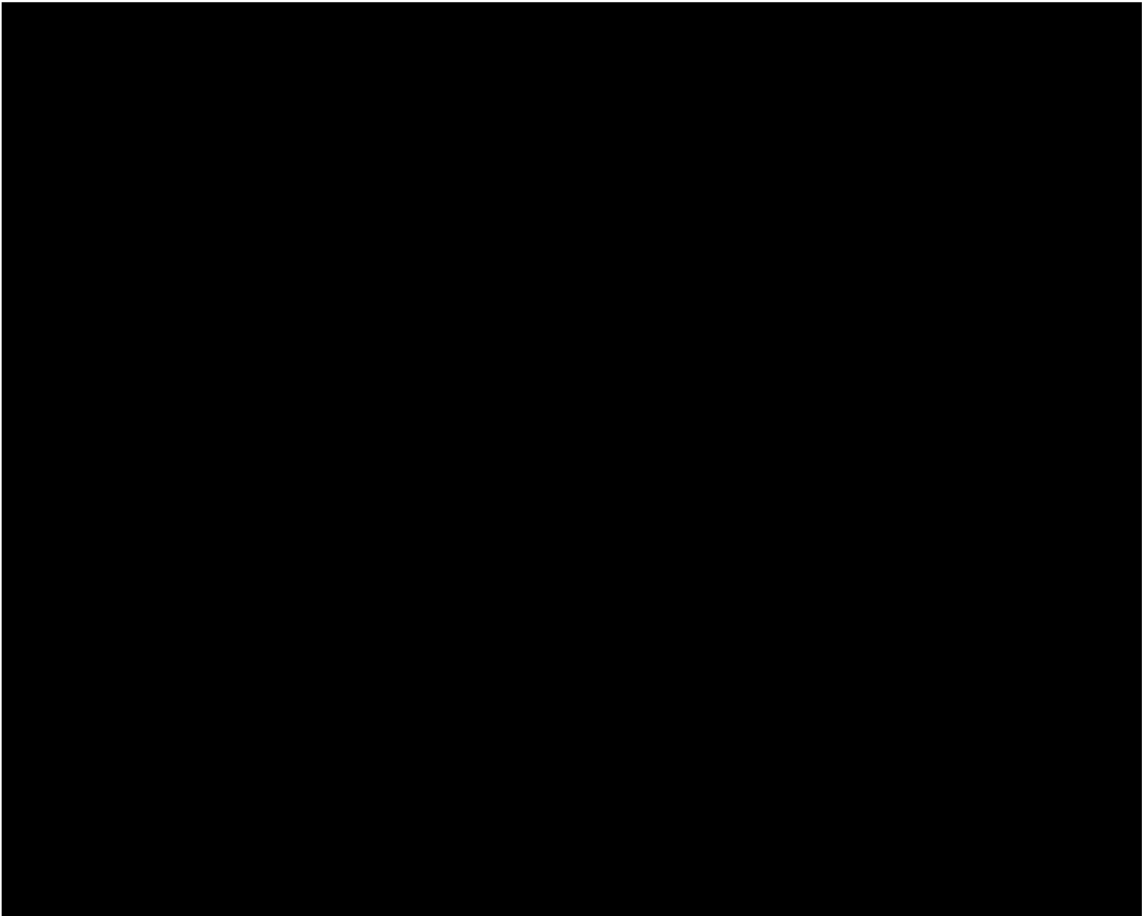


Table 28 - Circular Quay to Randwick Origin Destination pairs



Approximate cumulative run time (minutes) – Inner West Light Rail

Where a shorter journey has to be assessed on the IWLR due to closed platforms as per Clause 5.6 (c), the 2 following applies where relevant:

- (a) if the origin / destination stop of the shorter journey is Capitol Square Stop, the shorter journey time will be assessed using Paddy’s Market Stop against the corresponding origin / destination stop maximum journey time indicated in the Table 29.
- (b) if the origin / destination is Central Station Stop and the service runs no further than Paddy’s Market, then the journey time will not be assessed for that portion.

Table 29 - IWLR Origin Destination pairs

APPROXIMATE CUMULATIVE RUN TIME (min) - CENTRAL STATION to DULWICH HILL

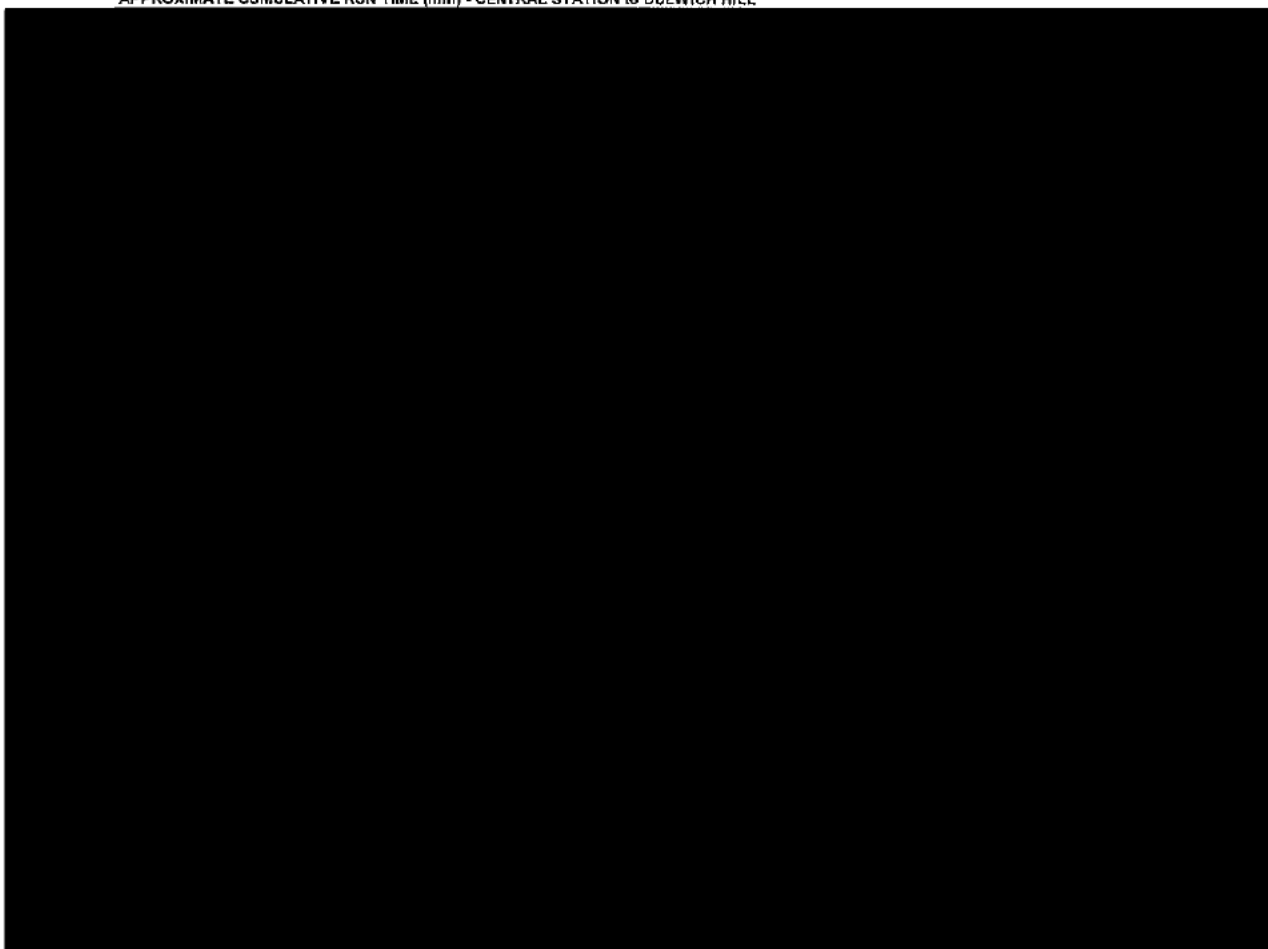


Table 30 – Not used

3. DAILY CDM TOLERANCE

- (a) The Daily CDM Tolerance amounts to:
 - (i) [REDACTED] during IWLR Operations Phase; and
 - (ii) [REDACTED] during Full Operations Phase.
- (b) Following an update of the Platform Weightings and Vehicle 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 Vehicle Weighting of the table in clause 1.9(b) of this Annexure 1.
 - (ii) Daily CDM Tolerance for Saturday will be adjusted in proportion with the change in the sub-total Saturday Vehicle Weighting presented in the table in clause 1.9(b) of this Annexure 1.
 - (iii) Daily CDM Tolerance for Sunday or public holiday will be adjusted in proportion with the change in the sub-total Sunday / public holiday Vehicle Weighting presented in the table in clause 1.9(b) of this Annexure 1.

4. SERVICE PERIODS

OpCo must provide in each Service Period the Services as required in SPR Appendix 38 (*Minimum Service Requirements*). Table 30 to 62 below are based on the indicative timetable

4.1 Monday to Thursday Service Periods

Table 30 - CSELR Kingsford Branch Monday to Thursday service period

Monday to Thursday Service Period Table														
Kingsford to Circular Quay								Circular Quay to Kingsford						
Service Period	Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Regular Services	
Early AM	from						Early AM	from						
	to							to						
AM Peak Shoulder	from						AM Peak Shoulder	from						
	to							to						
AM Peak	from						AM Peak	from						
	to							to						
AM Peak Shoulder	from						AM Peak Shoulder	from						
	to							to						
Inter-Peak	from						Inter-Peak	from						
	to							to						
PM Peak Shoulder	from						PM Peak Shoulder	from						
	to							to						
PM Peak	from						PM Peak	from						
	to							to						
PM Peak Shoulder	from						PM Peak Shoulder	from						
	to							to						
Evening	from						Evening	from						
	to							to						
Night	from						Night	from						
	to							to						
Daily total							Daily total							

Table 31 - CSELR Randwick Branch Monday to Thursday service period

Monday to Thursday Service Period Table															
Randwick to Circular Quay							Circular Quay to Randwick								
Service Period	Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Regular Services		
														from	to
Early AM	from						Early AM	from							
	to							to							
AM Peak	from						AM Peak	from							
Shoulder	to						Shoulder	to							
AM Peak	from						AM Peak	from							
	to							to							
AM Peak	from						AM Peak	from							
Shoulder	to						Shoulder	to							
Inter-Peak	from						Inter-Peak	from							
	to							to							
PM Peak	from						PM Peak	from							
Shoulder	to						Shoulder	to							
PM Peak	from						PM Peak	from							
	to							to							
PM Peak	from						PM Peak	from							
Shoulder	to						Shoulder	to							
Evening	from						Evening	from							
	to							to							
Night	from						Night	from							
	to							to							
Daily total							Daily total								

Table 32 - CSELR core network Monday to Thursday service period

Monday to Thursday Combined Service Period Table													
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay						
Service Period	Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Maximum Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Maximum Headway	Capacity	Number of Regular Services
Early AM	from						Early AM	from					
	to							to					
AM Peak Shoulder	from						AM Peak Shoulder	from					
	to							to					
AM Peak	from						AM Peak	from					
	to							to					
AM Peak Shoulder	from						AM Peak Shoulder	from					
	to							to					
Inter-Peak	from						Inter-Peak	from					
	to							to					
PM Peak Shoulder	from						PM Peak Shoulder	from					
	to							to					
PM Peak	from						PM Peak	from					
	to							to					
PM Peak Shoulder	from						PM Peak Shoulder	from					
	to							to					
Evening	from						Evening	from					
	to							to					
Night	from						Night	from					
	to							to					
Daily total							Daily total						

Table 33 - IWLR Monday to Thursday service period

Monday to Thursday Service Period Table															
Dulwich Hill to Central							Central to Dulwich Hill								
Service Period		Time at Lilyfield	Time at Wentworth Park	Time at Convention	Maximum Headway	Capacity	Number of Regular Services	Service Period		Time at Convention	Time at Wentworth Park	Time at Lilyfield	Maximum Headway	Capacity	Number of Regular Services
Early Morning	from to							Morning	from to						
AM Peak	from to							AM Peak	from to						
Inter-Peak	from to							Day	from to						
PM Peak	from to							PM Peak	from to						
Evening	from to							Evening	from to						
Night	from to							Night	from to						
Late Night	from to							Late Night	from to						
Daily total								Daily total							

4.2 Friday Regular Service Periods

Table 34 - CSELR Kingsford Branch Friday service period

Friday Service Period Table													
Kingsford to Circular Quay							Circular Quay to Kingsford						
Service Period	Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Regular Services
Early AM	from						Early AM	from					
	to							to					
AM Peak Shoulder	from						AM Peak Shoulder	from					
	to							to					
AM Peak	from						AM Peak	from					
	to							to					
AM Peak Shoulder	from						AM Peak Shoulder	from					
	to							to					
Inter-Peak	from						Inter-Peak	from					
	to							to					
PM Peak Shoulder	from						PM Peak Shoulder	from					
	to							to					
PM Peak	from						PM Peak	from					
	to							to					
PM Peak Shoulder	from						PM Peak Shoulder	from					
	to							to					
Evening	from						Evening	from					
	to							to					
Night	from						Night	from					
	to							to					
Daily total							Daily total						

Table 35 - CSELR Randwick Branch Friday service period

Friday Service Period Table													
Randwick to Circular Quay							Circular Quay to Randwick						
Service Period	Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Regular Services
Early AM	from						Early AM	from					
	to							to					
AM Peak	from						AM Peak	from					
Shoulder	to						Shoulder	to					
AM Peak	from						AM Peak	from					
	to							to					
AM Peak	from						AM Peak	from					
Shoulder	to						Shoulder	to					
Inter-Peak	from						Inter-Peak	from					
	to							to					
PM Peak							PM Peak						
Shoulder							Shoulder						
PM Peak	from						PM Peak	from					
	to							to					
PM Peak							PM Peak						
Shoulder							Shoulder						
Evening	from						Evening	from					
	to							to					
Night	from						Night	from					
	to							to					
Daily total							Daily total						

Table 36 - CSELR core network Friday service period

Friday Combined Service Period Table													
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay						
Service Period	Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Maximum Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Maximum Headway	Capacity	Number of Regular Services
Early AM	from						Early AM	from					
	to							to					
AM Peak	from						AM Peak	from					
Shoulder	to						Shoulder	to					
AM Peak	from						AM Peak	from					
	to							to					
AM Peak	from						AM Peak	from					
Shoulder	to						Shoulder	to					
Inter-Peak	from						Inter-Peak	from					
	to							to					
PM Peak							PM Peak						
Shoulder							Shoulder						
PM Peak	from						PM Peak	from					
	to							to					
PM Peak							PM Peak						
Shoulder							Shoulder						
Evening	from						Evening	from					
	to							to					
Night	from						Night	from					
	to							to					
Daily total							Daily total						

Table 37 - IWLR Friday service period

Dulwich Hill to Central							Friday Service Period Table						
Service Period	Time at Lilyfield	Time at Wentworth Park	Time at Convention	Maximum Headway	Capacity	Number of Regular Services	Service Period	Time at Convention	Time at Wentworth Park	Time at Lilyfield	Maximum Headway	Capacity	Number of Regular Services
Morning							Morning						
AM Peak							AM Peak						
Day							Day						
PM Peak							PM Peak						
Evening							Evening						
Night							Night						
Late Night							Late Night						
Daily total							Daily total						

4.3 Saturday Regular Service Period

Table 38 - CSELR Kingsford Branch Saturday service period

Saturday Service Period Table															
Kingsford to Circular Quay							Circular Quay to Kingsford								
Service Period		Time at Moore Park Stop	Time at Central	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period		Time at Town Hall	Time at Central	Time at Moore Park Stop	Headway	Capacity	Number of Regular Services
Early AM	from							Early AM	from						
	to								to						
Morning	from							Morning	from						
	to								to						
Day	from							Day	from						
	to								to						
Evening	from							Evening	from						
	to								to						
Night	from							Night	from						
	to								to						
Daily total								Daily total							

Table 39 - CSELR Randwick Branch Saturday service period

Saturday Service Period Table													
Randwick to Circular Quay							Circular Quay to Randwick						
Service Period	Time at Moore Park Stop	Time at Central	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central	Time at Moore Park Stop	Headway	Capacity	Number of Regular Services
Early AM	from						Early AM	from					
	to							to					
Morning	from						Morning	from					
	to							to					
Day	from						Day	from					
	to							to					
Evening	from						Evening	from					
	to							to					
Night	from						Night	from					
	to							to					
Daily total							Daily total						

Table 40 - CSELR core network Saturday service period

Saturday Combined Service Period Table													
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay						
Service Period	Time at Moore Park Stop	Time at Central	Time at Town Hall	Maximum Headway	Capacity	Number of Regular Services	Service Period	Time at Town Hall	Time at Central	Time at Moore Park Stop	Maximum Headway	Capacity	Number of Regular Services
Early AM	from						Early AM	from					
	to							to					
Morning	from						Morning	from					
	to							to					
Day	from						Day	from					
	to							to					
Evening	from						Evening	from					
	to							to					
Night	from						Night	from					
	to							to					
Daily total							Daily total						

Table 41 - IWLR Saturday service period

Saturday Service Period Table															
Dulwich Hill to Central							Central to Dulwich Hill								
Service Period		Time at Lilyfield	Time at Wentworth Park	Time at Conventio n	Maximu m Headwa y	Capacit y	Numbe r of Regular Service s	Service Period		Time at Conventio n	Time at Wentwort h Park	Time at Lilyfiel d	Maximu m Headwa y	Capacit y	Numbe r of Regular Service s
Early Mornin g	from to							Early Mornin g	from to						
Mornin g	from to							Mornin g	from to						
Day	from to							Day	from to						
Night	from to							Night	from to						
Late Night	from to							Late Night	from to						
Daily total								Daily total							

4.4 Sunday Regular Service Periods

Table 42 - CSELR Kingsford Branch Sunday service period

Sunday Service Period Table															
Kingsford to Circular Quay							Circular Quay to Kingsford								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Maximum Headway	Capacity	Number of Regular Services
Early AM	from							Early AM	from						
	to								to						
Morning	from							Morning	from						
	to								to						
Day	from							Day	from						
	to								to						
Evening	from							Evening	from						
	to								to						
Night	from							Night	from						
	to								to						
Daily total								Daily total							

Table 43 - CSELR Randwick Branch Sunday service period

Sunday Service Period Table															
Randwick to Circular Quay							Circular Quay to Randwick								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Regular Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Regular Services
Early AM	from							Early AM	from						
	to								to						
Morning	from							Morning	from						
	to								to						
Day	from							Day	from						
	to								to						
Evening	from							Evening	from						
	to								to						
Night	from							Night	from						
	to								to						
Daily total								Daily total							

Table 44 - - CSELR core network Sunday service period

Sunday Combined Service Period Table															
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Maximum Headway	Capacity	Number of Regular Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Maximum Headway	Capacity	Number of Regular Services
Early AM	from							Early AM	from						
	To								to						
Morning	from							Morning	from						
	to								to						
Day	from							Day	from						
	to								to						
Evening	from							Evening	from						
	to								to						
Night	from							Night	from						
	to								to						
Daily total								Daily total							

Table 45 - IWLR Sunday service period

Sunday Service Period Table															
Dulwich Hill to Central							Central to Dulwich Hill								
Service Period		Time at Lilyfield	Time at Wentworth Park	Time at Convention	Maximum Headway	Capacity	Number of Regular Services	Service Period		Time at Convention	Time at Wentworth Park	Time at Lilyfield	Maximum Headway	Capacity	Number of Regular Services
Early Morning	from to							Early Morning	from to						
Morning	from to							Morning	from to						
Early Day	from to							Early Day	from to						
Day	from to							Day	from to						
Evening	from to							Evening	from to						
Night	from to							Night	from to						
Late Night	from to							Late Night	from to						
Daily total								Daily total							

4.5 Special Events extension of Service Periods

Table 46 - CSELR Randwick Branch Mardis Gras Special Events services

Special Event Service Period Table															
Randwick to Circular Quay							Circular Quay to Randwick								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

Table 47 - CSELR Kingsford Branch Mardis Gras Special Events services

Special Event Service Period Table															
Kingsford to Circular Quay							Circular Quay to Kingsford								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

Table 48 - CSELR core network Mardis Gras Special Events services

Combined Special Event Service Period Table															
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay								
Service Period		Time at Moore	Time at Central	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central	Time at Moore	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

Table 49 - CSELR Randwick Branch Sydney Festival Special Events services

Special Event Service Period Table															
Randwick to Circular Quay							Circular Quay to Randwick								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

Table 50 - CSELR Kingsford Branch Sydney Festival Special Events services

Special Event Service Period Table															
Kingsford to Circular Quay							Circular Quay to Kingsford								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

Table 51 - CSELR core network Sydney Festival Special Events services

Combined Special Event Service Period Table																	
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay										
Service Period		Time at Moore	Time at Central	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central	Time at Moore	Headway	Capacity	Number of Special Event Services		
Special Event Time Period	from								Special Event Time Period	from							
	to									to							

Table 52 - CSELR Randwick Branch New Year's Eve/Day Special Events services

Special Event Service Period Table																	
Randwick to Circular Quay							Circular Quay to Randwick										
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services		
Special Event Time Period	from								Special Event Time Period	from							
	to									to							

Table 53 - CSELR Kingsford Branch New Year's Eve/Day Special Events services

Special Event Service Period Table															
Kingsford to Circular Quay							Circular Quay to Kingsford								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

Table 54 - CSELR core network New Year's Eve/Day Special Events services

Combined Special Event Service Period Table															
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay								
Service Period		Time at Moore	Time at Central	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central	Time at Moore	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

Table 55 - IWLR New Year's Eve/Day Special Events services

Special Event Service Period Table													
Dulwich Hill to Central							Central to Dulwich Hill						
Service Period	Time at Lilyfield	Time at Wentworth Park	Time at Convention	Headway	Capacity	Number of Special Event Services	Service Period	Time at Convention	Time at Wentworth Park	Time at Lilyfield	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from						Special Event Time Period	from					
	to							to					

Table 56 - CSELR Randwick Branch ANZAC Special Events services

Special Event Service Period Table													
Randwick to Circular Quay							Circular Quay to Randwick						
Service Period	Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period	Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from						Special Event Time Period	from					
	to							to					

Table 57- CSELR Kingsford Branch ANZAC Special Events services

Special Event Service Period Table															
Kingsford to Circular Quay							Circular Quay to Kingsford								
Service Period		Time at Moore Park Stop	Time at Central Station	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central Station	Time at Moore Park Stop	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from	[REDACTED]						Special Event Time Period	from	[REDACTED]					
	to	[REDACTED]							to	[REDACTED]					

Table 58 - CSELR core network ANZAC Special Events services

Combined Special Event Service Period Table															
Combined Northbound to Circular Quay							Combined Southbound from Circular Quay								
Service Period		Time at Moore	Time at Central	Time at Town Hall	Headway	Capacity	Number of Special Event Services	Service Period		Time at Town Hall	Time at Central	Time at Moore	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from	[REDACTED]						Special Event Time Period	from	[REDACTED]					
	to	[REDACTED]							to	[REDACTED]					

Table 59- IWLR ANZAC Special Events services

Special Event Service Period Table															
Dulwich Hill to Central							Central to Dulwich Hill								
Service Period		Time at Lilyfield	Time at Wentworth Park	Time at Convention	Headway	Capacity	Number of Special Event Services	Service Period		Time at Convention	Time at Wentworth Park	Time at Lilyfield	Headway	Capacity	Number of Special Event Services
Special Event Time Period	from							Special Event Time Period	from						
	to								to						

4.6 Special Events increased service levels

OpCo will be required to provide additional Special Event services for Moore Park and Randwick as specified in SPR Appendix 38 (*Minimum Service Requirements*), sections 4.2.6 to 4.2.7

Table 60 - Moore Park increased service level, special event service period

Moore Park - Special Event Service Period Table							
Central Station to Moore Park				Moore Park to Central Station			
Special Event Type	Headway	Capacity	Number of Special Event Services	Special Event Type	Headway	Capacity	Number of Special Event Services
Low	from	N/A	[REDACTED]	Low	from	[REDACTED]	[REDACTED]
	to				to		
Medium	from	[REDACTED]	[REDACTED]	Medium	from	[REDACTED]	[REDACTED]
	to				to		
High	from	[REDACTED]	[REDACTED]	High	from	[REDACTED]	[REDACTED]
	to				to		

Table 61 - Randwick increased service level, special event service period

Royal Randwick Racecourse - Special Event Service Period Table							
Central Station to Moore Park				Moore Park to Central Station			
Special Event Type	Headway	Capacity	Number of Special Event Services	Special Event Type	Headway	Capacity	Number of Special Event Services
Low to Medium	from	[REDACTED]	[REDACTED]	Low	from	[REDACTED]	[REDACTED]
	to				to		
High	from			High	from		
	to				to		

ANNEXURE 2

Service Quality KPIs

Part A; KPI Tables

KPI 1	LRV cleanliness, condition and graffiti
<p>What and How to measure</p>	<p>What to measure</p> <p>Measurement of cleanliness, condition, presence of litter, graffiti and etching of the interior of LRVs.</p> <p>Measurement of cleanliness and graffiti of the exterior of LRVs.</p> <p>How to measure</p> <p>Surveys of LRV Exteriors and LRV 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. LRVs will be surveyed while in revenue service.</p> <p>The Quality Assurance Inspector will be appointed in accordance with clause 19.1(<i>Appointment of Quality Assurance Inspector</i>).</p> <p>The minimum number of LRV Exteriors and LRVs Interiors assessed in each Operating Quarter will be 2.5 multiplied by the number of LRVs in the fleet in total:</p> <ul style="list-style-type: none"> (i) LRV Exterior (minimum 1 assessment per LRV in the LRV Fleet) (ii) LRV Interior (minimum 1.5 assessment per LRV in the LRV Fleet): <p>TfNSW may elect to increase the number of LRV Exteriors and LRV Interiors assessments (above the minimum of 2.5 times the LRV fleet) in any Operating Quarter.</p> <p>Scale used for assessment of the LRV Exterior and LRV Interior</p> <p>When assessing the LRV Exteriors the Quality Assurance Inspector will use the LRV Exterior Assessment Scale and:</p> <ul style="list-style-type: none"> ▪ assess each LRV Exterior against the External Cleanliness Assessment Category; and ▪ assess each LRV Exterior against the External Graffiti and Etching Assessment Category. <p>When assessing the LRV Interiors, the Quality Assurance Inspector will use the LRV Interior Assessment Scale and:</p> <ul style="list-style-type: none"> ▪ assess each LRV Interior Seats against both the Cleanliness Assessment Category and the Condition Assessment Category. The Level of the Cleanliness and Condition Assessment of a LRV Interior Seats is defined as the lowest Level obtained against these two categories; ▪ assess each LRV Interior Excluding Seats against both the Cleanliness Assessment Category and the Condition Assessment Category. The Level of the Cleanliness and Condition Assessment of a LRV Interior Excluding Seats is defined as the lowest Level obtained against these two categories; ▪ assess each LRV Interior against the Graffiti and Etching Assessment Category; and ▪ assess each LRV Interior against the Litter Assessment Category. <p>The previous will result each Operating Quarter in a minimum of 2.5 multiplied by the number of LRVs in the fleet Assessments:</p> <ul style="list-style-type: none"> ▪ 1 assessment per LRV in the LRV Fleet LRV Exterior External Cleanliness Assessments (Ext : Clean.); ▪ 1 assessment per LRV in the LRV Fleet LRV Exterior External Graffiti Assessments (Ext : Graff&Etch);

KPI 1 LRV cleanliness, condition and graffiti

- 1.5 assessments per LRV in the LRV Fleet LRV Interior Seats Cleanliness and Condition Assessments (Int S : Clean&Cd);
- 1.5 assessments per LRV in the LRV Fleet LRV Interior Excluding Seats Cleanliness and Condition Assessments (Int NS : Clean&Cd);
- 1.5 assessments per LRV in the LRV Fleet LRV Interior Graffiti and Etching Assessments (Int : Graff&Etch); and
- 1.5 assessments per LRV in the LRV Fleet LRV Interior Litter Assessments (Int : Lit).

LRV 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 LRV; 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

LRV 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 contaminants 	<ul style="list-style-type: none"> ▪ Some evidence of regular wear and tear 	<ul style="list-style-type: none"> ▪ No graffiti/etching on any LRV Surface 	<ul style="list-style-type: none"> ▪ No litter

KPI 1 LRV cleanliness, condition and graffiti					
	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 LRV 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 LRV 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 conditioning) 	<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 LRV 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

KPI 1	LRV cleanliness, condition and graffiti
	<p>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>²Etching includes but is not limited to any etchings on the exterior of windows which is visible from the interior</p> <p>LRV Exterior and LRV Interior assessment methodology</p> <p>When assessing (i) LRV Exterior the Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> assess a randomly selected LRV from a safely accessible position granting a good view of the LRV Exterior, starting at a random start time and continuing until the randomly set quota for that day is fulfilled; look at the exterior of a whole single side of each randomly selected LRV; and change position as necessary to inspect an approximately equal number of LRV Exterior from each side. <p>When assessing (ii) LRV Interior the Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> enter a randomly selected LRV (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 Stop and the quota has not been fulfilled, the Quality Assurance Inspector will complete the quota by continuing the survey on a randomly selected LRV travelling in the opposite direction (but excluding any LRV that has already been inspected that day); survey each LRV Interior by inspecting all sides and surfaces of the selected LRV; survey each LRV Interior Seats by inspecting all sides and surfaces of all the seats of the selected LRV; and survey each LRV Interior Excluding Seats by inspecting all sides and surfaces of the selected LRV except the seats. <p>The Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> assess the LRV Exteriors, LRV Interiors, LRV Interior Seats and LRV Interior Excluding Seats against appropriate assessment scales (using the Reference Pictures where possible); take a photograph as appropriate to support the assessment; record the date, time, location and any notes in support of their assessment; and 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 1 (SQS_q^1) for the Operating Quarter will be calculated as follows:</p> $SQS_q^1 =$ <p> x (Ext : Clean) Score + x (Ext : Graff&Etch) Score + x (Int S : Clean&Cd) Score + x (Int NS : Clean&Cd) Score + </p>

KPI 1 LRV cleanliness, condition and graffiti	
	<p> $\blacksquare \times (\text{Int : Graff\&Etch}) \text{ Score} +$ $\blacksquare \times (\text{Int : Lit}) \text{ Score}$ where: </p> <p> (Ext : Clean) Score = Percentage of (Ext : Clean) Assessments deemed as Level 2 and 3 of all (Ext : Clean) Assessments (Ext : Graff&Etch) Score = Percentage of (Ext : Graff&Etch) Assessments deemed as Level 2 and 3 of all (Ext : Graff&Etch) Assessments (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 (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 (Int : Graff&Etch) Score = Percentage of (Int : Graff&Etch) Assessments deemed as Level 2 and 3 of all (Int : Graff&Etch) Assessments (Int : Lit) Score = Percentage of (Int : Lit) Assessments deemed as Level 2 and 3 of all (Int : Lit) Assessments </p>
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI 1 ($SQDP_q^1$) for the Operating Quarter will be calculated as follows:</p> <p>(v) If $SQS_q^1 \leq \blacksquare$, then $SQDP_q^1 = \blacksquare$; or</p> <p>(vi) If $SQS_q^1 > \blacksquare$ and $SQS_q^1 < \blacksquare$, then</p> $SQDP_q^1 = \blacksquare - \frac{\blacksquare}{\blacksquare - \blacksquare} \times (SQS_q^1 - \blacksquare);$ <p>or</p> <p>(vii) If $SQS_q^1 \geq \blacksquare$, then $SQDP_q^1 = \blacksquare$.</p> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div>
Service	Service Failure for Service Quality KPI 1 is defined as: $SQS_q^1 \leq \blacksquare$

KPI 1	LRV cleanliness, condition and graffiti
Failure	

KPI 1 LRV cleanliness, condition and graffiti: Scoresheet

		Internal				External	
	Minimum	Cleanliness	Condition	Graffiti and Etching	Litter	Cleanliness	Graffiti and Etching
LRV Exterior	min (1*Number of LRVs in LRV Fleet) Assessments	N/A	N/A	N/A	N/A	Num. level 2 and 3	Num. level 2 and 3
LRV Interior	min (1.5*Number of LRVs in LRV Fleet) Assessments	N/A	N/A	Num. level 2 and 3	Num. level 2 and 3	N/A	N/A
LRV Interior Seats		Num. level 2 and 3		N/A	N/A	N/A	N/A
LRV 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		LRV 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
		LRV Interior Excluding Seats	Total Num. Level 2 and 3				
Total Number of Assessments performed		LRV Interior Seats	min (1.5*Number of LRVs in LRV Fleet) Assessments		min (1.5*Number of LRVs in LRV Fleet) Assessments	min (1.5*Number of LRVs in LRV Fleet) Assessments	min (1*Number of LRVs in LRV Fleet) Assessments
		LRV Interior Excluding Seats	min (1.5*Number of LRVs in LRV Fleet) Assessments				

Minimum	Internal				External	
	Cleanliness	Condition	Graffiti and Etching	Litter	Cleanliness	Graffiti and Etching
6 Scores:	LRV Interior Seats	Int S : Clean&Cd	Int : Graff&Etch	Int : Lit	Ext : Clean	Ext : Graff&Etch
	LRV Interior Excluding Seats	Int NS : Clean&Cd				
Weighting	LRV Interior Seats	██████████	███	███	███	███
	LRV Interior Excluding Seats	███				

KPI 2 Stop and interchange cleanliness, condition and graffiti																																								
What and How to measure	<p>What to measure</p> <p>Measurement of cleanliness, condition, presence of litter, graffiti and etching of the Stops.</p> <p>Measurement of cleanliness, condition, presence of litter, graffiti and etching of interchange areas (precincts).</p> <p>Stops: How to measure:</p> <p>Surveys of Stops 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 19.1(<i>Appointment of Quality Assurance Inspector</i>).</p> <p>Each Operating Quarter the Quality Assurance Inspector will define a set of randomly chosen Stops.</p> <p>Stop Assessments are to be in publicly accessible spaces (including interchanges) under the control of OpCo.</p> <p>The minimum number of Stop Views in each Operating Quarter for each stop group is shown in brackets, with each stop to be inspected at least once in the Operating Quarter:</p> <table border="1"> <thead> <tr> <th>Stop Group</th> <th>Number of Stops in Group</th> <th>Weighting</th> <th>Minimum number of views</th> </tr> </thead> <tbody> <tr> <td>Central to Dulwich Hill</td> <td>23</td> <td>████</td> <td>23</td> </tr> <tr> <td>Circular Quay to Rawson Place</td> <td>8</td> <td>████</td> <td>16</td> </tr> <tr> <td>Surry Hills to Randwick</td> <td>6</td> <td>████</td> <td>6</td> </tr> <tr> <td>Carlton St to Kingsford</td> <td>5</td> <td>████</td> <td>5</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td>50</td> </tr> </tbody> </table> <p>TfNSW may elect to survey additional Stop assessments (above the minimum of 50 Stop Assessments) in any Operating Quarter. These Stop Views may be selected from any of the groups described above.</p> <p>Stops: Scale used for assessment of Stops</p> <p>When assessing each Stop, the Quality Assurance Inspector will use the Stop Assessment Scale:</p> <p>Stops: Stop Assessment Scale</p> <p>For each assessment category, the Quality Assurance Inspector will take the worst example visible.</p> <table border="1"> <thead> <tr> <th></th> <th colspan="4">Assessment Category</th> </tr> <tr> <th>Level</th> <th>Cleanliness</th> <th>Condition</th> <th>Graffiti and Etching</th> <th>Litter</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Stop Group	Number of Stops in Group	Weighting	Minimum number of views	Central to Dulwich Hill	23	████	23	Circular Quay to Rawson Place	8	████	16	Surry Hills to Randwick	6	████	6	Carlton St to Kingsford	5	████	5	Total			50		Assessment Category				Level	Cleanliness	Condition	Graffiti and Etching	Litter					
Stop Group	Number of Stops in Group	Weighting	Minimum number of views																																					
Central to Dulwich Hill	23	████	23																																					
Circular Quay to Rawson Place	8	████	16																																					
Surry Hills to Randwick	6	████	6																																					
Carlton St to Kingsford	5	████	5																																					
Total			50																																					
	Assessment Category																																							
Level	Cleanliness	Condition	Graffiti and Etching	Litter																																				

KPI 2 Stop and interchange cleanliness, condition and graffiti					
	3	<ul style="list-style-type: none"> Completely clean, would need to examine closely to notice contaminants¹ 	<ul style="list-style-type: none"> Some evidence of regular wear and tear 	<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) 	<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

KPI 2 Stop and interchange cleanliness, condition and graffiti

vent)

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)

Stop assessment methodology

The Quality Assurance Inspector will:

- a. assess each stop by walking along the length of both sides of the stop assessing in a 180 degree arc;
- b. assess each space by inspecting the whole of the specified interior space
- 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 stop 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 Stop and any notes in support of their assessment; and
- d. provide all data, photographic records and assessment notes for each assessment to TfNSW.

Stop Precincts: How to Measure

The Quality Assurance Inspector will define a set of randomly chosen Stop Precincts Views for each survey.

The minimum number of Precincts Assessments in each Operating Quarter will be 120

Precincts: Scale used for assessment of Precincts

When assessing each Precincts, the Quality Assurance Inspector will use the Precincts Assessment Scale

Precincts 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"> ▪ Some evidence of regular wear and tear 	<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) 	<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 	<ul style="list-style-type: none"> ▪ 4 or less visible items of litter ▪ Less than 1

KPI 2 Stop and interchange cleanliness, condition and graffiti					
		that can be seen from 1-2 metres away)		<ul style="list-style-type: none"> No Unacceptable Graffiti Items 	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)

Precincts Inspection assessment methodology

The Quality Assurance Inspector will:

- assess by looking at a space reaching up to 10 metres from the specified position in a 90 degree 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);
- assess each space by inspecting the whole of the specified interior space (for example, all sides and surfaces of a shelter including sign post, way finding signage and similar

KPI 2	Stop and interchange cleanliness, condition and graffiti
	<p>object);</p> <p>c. assess each Surface by inspecting the whole of the Surface.</p> <p>d. 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);</p> <p>The Quality Assurance Inspector will:</p> <p>a. Assess each Precinct Area based on the appropriate assessment scale (using the Reference Pictures where possible);</p> <p>b. Take a photograph as appropriate to support the assessment;</p> <p>c. Record the date, time, location and any notes in support of their assessment; and</p> <p>d. Provide all data, photographic records and assessment notes for each assessment to TfNSW.</p>
Service Quality KPI Score	<p>The Service Quality KPI Score (SQS_q^2) with respect to Service Quality KPI 2 for the Operating Quarter will be calculated as follows:</p> $SQS_q^2 =$ <p> x Stop Cleanliness and Condition Score + x Stop Graffiti and Etching Score + x Stop Litter Score + x Precinct Cleanliness and Condition Score + x Precinct Graffiti and Etching Score + x Precinct Litter Score </p> <p>where:</p> <p>Stop Cleanliness and Condition Score = Percentage of Cleanliness and Condition Assessments of stops deemed as Level 2 and 3 of all Cleanliness and Condition Assessments</p> <p>Stop Graffiti and Etching Score = Percentage of Graffiti and Etching Assessments of stops deemed as Level 2 and 3 of all Graffiti and Etching Assessments</p> <p>Stop Litter Score = Percentage of Litter Assessments of stops deemed as Level 2 and 3 of all Litter Assessments</p> <p>Precincts Cleanliness and Condition Score = Percentage of Stop Precincts Cleanliness and Condition Assessments deemed as Level 2 and 3 of all Stop Precincts Cleanliness and Condition Assessments</p> <p>Precincts Graffiti and Etching Score = Percentage of Stop Precincts Graffiti and Etching Assessments deemed as Level 2 and 3 of all Graffiti and Etching Assessments</p> <p>Precincts Litter Score = Percentage of Stop Precincts Litter Assessments deemed as Level 2 and 3 of all Stop Precincts Litter Assessments</p>

KPI 2 Stop and interchange cleanliness, condition and graffiti	
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI 2 ($SQDP_q^2$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $SQS_q^2 \leq \blacksquare$, then $SQDP_q^2 = \blacksquare$; or</p> <p>(ii) If $SQS_q^2 > \blacksquare$ and $SQS_q^2 < \blacksquare$, then</p> $SQDP_q^2 = \blacksquare - \frac{\blacksquare}{\blacksquare} \times (SQS_q^2 - \blacksquare);$ or <p>(iii) If $SQS_q^2 \geq \blacksquare$, then $SQDP_q^2 = \blacksquare$.</p> <div style="background-color: black; width: 100%; height: 100%; margin-top: 20px;"></div>
Service Failure	Service Failure for Service Quality KPI 2 is defined as: $SQS_q^2 \leq \blacksquare$

KPI 2 Stop and Precinct Cleanliness, Condition and Graffiti: Scoresheet

	Minimum	Cleanliness	Condition	Graffiti and Etching	Litter
Central to Dulwich Hill	23	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
Circular Quay to Rawson Place	16	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
Surry Hills to Randwick	6	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
Carlton St to Kingsford	5	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
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 120 Assessments		min 60 Assessments	min 60 Assessments
3 Scores:		Cleanliness and Condition		Graffiti and Etching	Litter
Weighting		■		■	■

		Precincts			
	Minimum	Cleanliness	Condition	Graffiti and Etching	Litter
Central to Dulwich Hill	40 views	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
Circular Quay to Rawson Place	60 Views	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
Surry Hills to Randwick	25 views	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
Carlton St to Kingsford	25 views	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
stop Precincts environments	25 Views and 25 Surfaces	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
stop Precincts furniture	30 items	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
shelters	10 spaces	Num. level 2 and 3		Num. level 2 and 3	Num. level 2 and 3
bicycle parking	10 views	N/A		Num. level 2 and 3	Num. level 2 and 3
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 90 Assessments		min 120 Assessments	min 120 Assessments
5 Scores		Precincts Cleanliness and Condition		Precincts Graffiti and Etching	Precincts Litter
Weighting		■		■	■

KPI 3 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 corridor areas under OpCo's responsibility.</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 Additional Areas and has been notified to TfNSW in accordance with clause 20.15 (<i>Graffiti removal and Vandalism</i>) of the Operative Provisions.</p> <p><i>How to measure</i></p> <p>Inspections of Permanent Light Rail Corridor (including substations and ancillary sites, excluding stops) and Precincts inspections 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 19.1 (<i>Appointment of Quality Assurance Inspector</i>).</p> <p>The Quality Assurance Inspector will define a set of randomly chosen Corridor Views for each survey.</p> <p>The minimum number of Permanent Light Rail Corridor (including substations and ancillary sites, excluding stops) assessed in each Operating Quarter will be 150 with the minimum number for each area required shown in brackets:</p> <ul style="list-style-type: none"> (i) Central to Dulwich Hill 40 (ii) Circular Quay to Rawson Place 60 (iii) Surry Hills to Randwick 25 (iv) Carlton St to Kingsford 25 <p>Inspections of Permanent Light Rail Corridor (including substations and ancillary sites, excluding stops) will be taken only from locations safely accessible to the public.</p> <p>TfNSW may elect to survey additional Permanent Light Rail Corridor Assessments and Precinct Assessments (above the minimum of 150 Permanent Light Rail Corridor Assessments and 120 Precincts Assessments) in any Operating Quarter. These Permanent Light Rail Corridor Assessments and Precinct Assessments may be selected from any of the areas described above, within safely accessible areas.</p> <p><i>Scale used for assessment of the Permanent Light Rail Corridor Assessments and Precincts Assessments</i></p> <p>When assessing each Permanent Light Rail Corridor, the Quality Assurance Inspector will use the Permanent Light Rail Corridor Inspection Assessment Scale:</p> <p>Permanent Light Rail Corridor Assessment Scale</p> <p>For each assessment category, the Quality Assurance Inspector will take the worst example visible.</p>

KPI 3 Corridor cleanliness, condition and graffiti			
	Assessment Category		
Level	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 	
<p>Permanent Light Rail Corridor Inspection assessment methodology</p> <p>The Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> a. assess by looking at a space reaching up to 10 metres from the specified position in a 90 degree 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); b. assess each space by inspecting the whole of the specified interior space (for example, all sides and surfaces of a shelter including sign post, way finding signage and similar object); c. assess each Surface by inspecting the whole of the Surface. d. 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); <p>The Quality Assurance Inspector will:</p> <ol style="list-style-type: none"> a. Assess each Permanent Light Rail Corridor Area 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 3 (SQS_q^3) for the Operating Quarter will be calculated as follows:</p> $SQS_q^3 =$ <ul style="list-style-type: none"> ■ x Permanent Light Rail Corridor Area Graffiti and Etching Score + ■ x Permanent Light Rail Corridor Area Litter Score + 		

KPI 3 Corridor cleanliness, condition and graffiti	
	<p>where:</p> <p>Licensed Maintenance Area Graffiti and Etching Score = Percentage of Permanent Light Rail Corridor Area Graffiti and Etching Assessments deemed as Level 2 and 3 of all Permanent Light Rail Corridor Area Graffiti and Etching Assessments</p> <p>Licensed Maintenance Area Litter Score = Percentage of Permanent Light Rail Corridor Area Litter Assessments deemed as Level 2 and 3 of all Permanent Light Rail Corridor Area Litter Assessments</p>
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI 3 ($SQDP_q^3$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $SQS_q^3 \leq \blacksquare$, then $SQDP_q^3 = \blacksquare$; or</p> <p>(ii) If $SQS_q^3 > \blacksquare$ and $SQS_q^3 < \blacksquare$, then</p> $SQDP_q^3 = \blacksquare - \frac{\blacksquare}{\blacksquare} \times (SQS_q^3 - \blacksquare);$ or <p>(iii) If $SQS_q^3 \geq \blacksquare$, then $SQDP_q^3 = \blacksquare$</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 20px;"></div>
Service Failure	Service Failure for Service Quality KPI 3 is defined as: $SQS_q^3 \leq \blacksquare$

KPI 3 – Corridor cleanliness, condition and graffiti

	Minimum	Permanent Light Rail Corridor	
		Graffiti and Etching	Litter
Central to Dulwich Hill	40 views	Num. level 2 and 3	Num. level 2 and 3
Circular Quay to Rawson Place	60 Views	Num. level 2 and 3	Num. level 2 and 3
Surry Hills to Randwick	25 views	Num. level 2 and 3	Num. level 2 and 3
Carlton St to Kingsford	25 views	Num. level 2 and 3	Num. level 2 and 3
Total Number of Assessments deemed as 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 50 Assessments
5 Scores		Permanent Light Rail Corridor Graffiti and Etching	Permanent Light Rail Corridor Litter
Weighting		■	■

KPI 4 Customer Information								
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 the Sydney Light Rail Network, or interconnecting bus, train and ferry services, 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 SLR in relation to the disruptions in question</p> <p>Q3 - Helpfulness of Sydney Light 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" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Very Dissatisfied</td> <td style="text-align: center;">Dissatisfied</td> <td style="text-align: center;">Partly Dissatisfied</td> <td style="text-align: center;">Neither Satisfied or Dissatisfied</td> <td style="text-align: center;">Partly Satisfied</td> <td style="text-align: center;">Satisfied</td> <td style="text-align: center;">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 6 (SQS_q^6) for the Operating Quarter will be calculated as follows:</p> $SQS_q^4 =$ <p> ■ x Stop PID Score (per KPI 7) + ■ x Stop Announcement Unit Score (per KPI 7) + ■ x LRV PID Score (per KPI 8) ■ x LRV Announcement Unit Score (per KPI 8) + ■ x Survey (disruption) Score </p> <p>where:</p> <p style="margin-left: 40px;">(iv) If Number of "Yes" on Q1 ≥ 25, then Survey (disruption) Score = (Score Q2) ; or</p> <p style="margin-left: 40px;">(v) If Number of "Yes" on Q1 < 25, then Survey (disruption) Score = 100%</p> <p>where:</p> <p style="margin-left: 40px;">Score Q2 = percentage of customers that rate Q2 as being "Neither Satisfied or Dissatisfied", "Partly Satisfied", "Satisfied" or "Very Satisfied" out of the number of customers that answered "Yes" to Q1.</p>							


KPI 4 Customer Information	
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI 4 ($SQDP_q^4$) for the Operating Quarter will be calculated as follows:</p> <p>(vi) If $SQS_q^4 \leq \blacksquare$, then $SQDP_q^4 = \blacksquare$; or</p> <p>(vii) If $SQS_q^4 > \blacksquare$ and $SQS_q^4 < \blacksquare$, then</p> $SQDP_q^4 = \blacksquare - \frac{\blacksquare}{\blacksquare - \blacksquare} \times (SQS_q^4 - \blacksquare);$ or <p>(viii) If $SQS_q^4 \geq \blacksquare$, then $SQDP_q^4 = \blacksquare$.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 20px;"></div>
Service Failure	Service Failure for Service Quality KPI 4 is defined as: $SQS_q^4 \leq \blacksquare$

KPI 5	Customer Complaints and Complaint Resolution
What and How to measure	<p><u>Customer Complaint per boardings</u></p> <p><i>What to measure</i></p> <p>Measurement of the number of Scope-Related Customer Complaints per 100,000 boardings over the Quarter.</p> <p>Scope-Related Customer Complaints being defined as Customer 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"> ▪ Customer Complaints falling in the following categories under the 131500 System: <ul style="list-style-type: none"> ○ Fare disputes ○ Timetable issues ○ Electronic Ticketing System ○ Bus connections ▪ Complaints deemed to be unreasonable by TfNSW, at its sole discretion, to be unreasonable ▪ To the extent that OpCo is able to demonstrate, on the balance of probabilities, 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 complaints 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 Customer Complaints will be directly reported by the 131500 System ▪ 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>For each Customer Complaint:</p> <ul style="list-style-type: none"> ▪ Date and time of receipt will be directly reported by the 131500 System ▪ Date and time of resolution will be directly reported by the 131500 System

KPI 5 Customer Complaints and Complaint Resolution	
Service Quality KPI Score	<p>The Service Quality KPI Score with respect to Service Quality KPI 5 (SQS_q^5) for the Operating Quarter will be calculated as follows:</p> $SQS_q^5 = \frac{1}{3} \times ((\text{Num Complaints Score}) + (\text{Complaint 2 days Score}) + (\text{Complaint 30 days Score}))$ <p>where:</p> <p>Num Complaints Score = if number of Scope-Related Customer Complaints \leq [redacted] then Num Complaints Score = [redacted] if number of Scope-Related Customer Complaints $>$ [redacted] then Num Complaints Score = [redacted]</p> <p>Complaints 2 days Score = if percentage of Customer Complaints replied to within 2 business days of receipt of claim from 131500 system $<$ [redacted] then Complaints 2 days Score = [redacted] if number of Customer Complaints replied to within 2 business days of receipt of claim from 131500 system \geq [redacted] then Complaints 2 days Score = [redacted]</p> <p>Complaints 30 days Score = if percentage of Customer Complaints resolved within 30 business days of receipt of claim from 131500 system $<$ [redacted] then Complaints 30 days Score = [redacted] if percentage of Customer Complaints resolved within 30 business days of receipt of claim from 131500 system \geq [redacted] then Complaints 30 days Score = [redacted]</p>
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI 5 ($SQDP_q^5$) for the Operating Quarter will be calculated as follows:</p> $SQDP_q^5 = [redacted] - SQS_q^5$ <div style="background-color: black; width: 100%; height: 100%; margin-top: 10px;"></div>
Service Failure	<p>Service Failure for Service Quality KPI 5 is defined as: $SQS_q^5 \leq$ [redacted]</p>

KPI 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 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="margin-left: 40px;"> <tr> <td style="text-align: center;">Very Dissatisfied</td> <td style="text-align: center;">Dissatisfied</td> <td style="text-align: center;">Partly Dissatisfied</td> <td style="text-align: center;">Neither Satisfied or Dissatisfied</td> <td style="text-align: center;">Partly Satisfied</td> <td style="text-align: center;">Satisfied</td> <td style="text-align: center;">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 19.2 ▪ 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. ▪ 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. ▪ 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 ▪ 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 LRV 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" style="margin-left: 40px;"> <thead> <tr> <th>Quarter</th> <th>Fieldwork</th> <th>Report completed by</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">July – August – September</td> <td style="text-align: center;">30 September</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">October – November – December</td> <td style="text-align: center;">31 December</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">January – February – March</td> <td style="text-align: center;">31 March</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">April – May – June</td> <td style="text-align: center;">30 June</td> </tr> </tbody> </table> <ul style="list-style-type: none"> ▪ Subject to data protection restrictions, the Customer Surveyor will make available all survey data to TfNSW and OpCo. 	Very Dissatisfied	Dissatisfied	Partly Dissatisfied	Neither Satisfied or Dissatisfied	Partly Satisfied	Satisfied	Very Satisfied	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
Very Dissatisfied	Dissatisfied	Partly Dissatisfied	Neither Satisfied or Dissatisfied	Partly Satisfied	Satisfied	Very Satisfied																	
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																					

KPI 6 Customer Satisfaction Survey	
Service Quality KPI Score	<p>The Service Quality KPI Score with respect to Service Quality KPI 6 (SQS_q^6) for the Operating Quarter will be calculated as follows:</p> $SQS_q^6 = \frac{\text{percentage of customers that respond "Partly Satisfied", "Satisfied" or "Very Satisfied" with the service out of the number of customers that provided a response over this Operating Quarter and the preceding 4 Operating Quarters}}{\text{percentage of customers that respond "Partly Satisfied", "Satisfied" or "Very Satisfied" with the service out of the number of customers that provided a response over this Operating Quarter and the preceding 4 Operating Quarters}}$ <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 6 ($SQDP_q^6$) for the Operating Quarter will be calculated as follows:</p> <p>(ix) If $SQS_q^6 \leq \blacksquare$, then $SQDP_q^6 = \blacksquare$; or</p> <p>(x) If $SQS_q^6 > \blacksquare$ and $SQS_q^6 < \blacksquare$, then;</p> $SQDP_q^6 = \blacksquare - \frac{\blacksquare}{\blacksquare} \times (SQS_q^6 - \blacksquare); \text{ or}$ <p>(xi) If $SQS_q^6 \geq \blacksquare$, then $SQDP_q^6 = \blacksquare$.</p> <div style="background-color: black; width: 100%; height: 100%; margin-top: 10px;"></div>
Service Quality KPI Payment Percentage	<p>The Service Quality KPI Payment Percentage ($SQPP_q^6$) for the Operating Quarter will be calculated as follows:</p> <p>(xii) If $SQS_q^6 \leq \blacksquare$, then $SQPP_q^6 = \blacksquare$; or</p> <p>(xiii) If $SQS_q^6 > \blacksquare$ and $SQS_q^6 < \blacksquare$, then;</p> $SQPP_q^6 = \frac{\blacksquare}{\blacksquare} \times (SQS_q^6 - \blacksquare); \text{ or}$ <p>(xiv) If $SQS_q^6 \geq \blacksquare$, then $SQPP_q^6 = \blacksquare$.</p>

KPI 6	Customer Satisfaction Survey
	

KPI 7	Asset Availability: systems at stops (Lifts, CCTV, Help Points, PIDs, Announcements, Induction Loop, TVMs/ OPAL readers, lighting)
What and How to measure	<p><u>Lift Access</u></p> <p><i>What to measure:</i></p> <p>For each lift, measurement of the number of hours (and fractions of hours) that the lift is available. For the CSELR 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 Asset Information System is able to record for the CSELR:</p> <ul style="list-style-type: none"> (i) Lift Availability (ii) Lift Operating Time <p>For the IWLR OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>CCTV</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each CCTV camera located in a stop is operational and connected to a CCTV Image Monitoring System. For the CSELR 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 for the CSELR:</p> <ul style="list-style-type: none"> (i) CCTV Uptime (ii) CCTV Operating Time <p>For the IWLR OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <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 located in a stop is operational and connected to the system. For the CSELR 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>

KPI 7	Asset Availability: systems at stops (Lifts, CCTV, Help Points, PIDs, Announcements, Induction Loop, TVMs/ OPAL readers, lighting)
	<p>How to measure:</p> <p>OpCo must ensure that the system is able to record for the CSELR:</p> <ul style="list-style-type: none"> (i) Help Point Availability (ii) Help Point Operating Time <p>For the IWLRL OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>PIDs</u></p> <p>What to measure:</p> <p>Measurement of the number of hours (and fractions of hours) that each PID located in a stop is operational and connected to the system. For the CSELR 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>How to measure:</p> <p>OpCo must ensure that the system is able to record for the CSELR:</p> <ul style="list-style-type: none"> (i) PIDs Availability (ii) PIDs Operating Time <p>For the IWLRL OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>Announcement Unit</u></p> <p>What to measure:</p> <p>Measurement of the number of hours (and fractions of hours) that each Announcement Unit located in a stop is operational and connected to the Asset Information System. For the CSELR 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>How to measure:</p> <p>OpCo must ensure that the system is able to record for the CSELR:</p> <ul style="list-style-type: none"> (i) Announcement Unit Availability (ii) Announcement Unit Operating Time

KPI 7	Asset Availability: systems at stops (Lifts, CCTV, Help Points, PIDs, Announcements, Induction Loop, TVMs/ OPAL readers, lighting)
	<p>For the IWLR OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>Induction Loop</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each Induction Loop located in a stop is operational and connected to the system. For the CSELR 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 for the CSELR:</p> <ul style="list-style-type: none"> (i) Induction Loop Availability (ii) Induction Loop Operating Time <p>For the IWLR OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented as in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>OPAL Readers / TVM's</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each OPAL Readers / TVM located in a stop is operational and connected to the system. For the CSELR 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 for the CSELR:</p> <ul style="list-style-type: none"> (i) OPAL Readers / TVM Availability (ii) OPAL Readers / TVM Operating Time <p>For the IWLR OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>Lighting</u></p>

KPI 7	Asset Availability: systems at stops (Lifts, CCTV, Help Points, PIDs, Announcements, Induction Loop, TVMs/ OPAL readers, lighting)
	<p>What to measure:</p> <p>Measurement of the number of hours (and fractions of hours) that the lighting system located in a stop is operational and connected to the system. For the CSELR 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>How to measure:</p> <p>OpCo must ensure that the system is able to record for the CSELR:</p> <ul style="list-style-type: none"> (i) Stop Lighting System Availability (ii) Stop Lighting System Operating Time <p>For the IWL R OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 7 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p>
Service Quality KPI Score	<p>The Service Quality KPI Score with respect to KPI 7 (SQS_q^7) for the Operating Quarter will be calculated as follows:</p> $SQS_q^7 =$ <ul style="list-style-type: none"> ■ x (Lift Access Score) + ■ x (Stop CCTV Score) + ■ x (Stop Help Point Score) + ■ x (Stop Induction Loop Score) + ■ x (Stop Lighting System Loop Score) + ■ x (Stop PID Score) + this is measured in the Customer Information KPI ■ x (Stop Announcement Unit Score) + this is measured in the Customer Information KPI ■ x (OPAL Reader / TVM Score) this is measured in the Revenue Management KPI <p>where:</p> <p>Lift Access Score = (Lift Uptime in the relevant Operating Quarter/ The Lift Operating Time in the relevant Operating Quarter)</p> <p>Stop CCTV Score = (CCTV Uptime in the relevant Operating Quarter/ The CCTV Operating Time in the relevant Operating Quarter)</p> <p>Stop Help Point Score = (Help Point Availability in the relevant Operating Quarter / The total Help Point Operating Time in the relevant Operating Quarter)</p>

KPI 7 Asset Availability: systems at stops (Lifts, CCTV, Help Points, PIDs, Announcements, Induction Loop, TVMs/ OPAL readers, lighting)	
	<p>Stop PIDs Score = (PIDs Availability in the relevant Operating Quarter / The total PIDs Operating Time in the relevant Operating Quarter)</p> <p>Stop Announcement Unit Score = (Announcement Unit Availability in the relevant Operating Quarter / The total Announcement Unit Operating Time in the relevant Operating Quarter)</p> <p>Stop Induction Loop Score = (Induction Loop Availability in the relevant Operating Quarter / The total Induction Loop Operating Time in the relevant Operating Quarter)</p> <p>OPAL Reader / TVM Score = (OPAL Reader / TVM availability in the relevant Operating Quarter / The total OPAL Reader / TVM Operating Time in the relevant Operating Quarter). Note: This Score is used in the Revenue Management KPI.</p> <p>Stop Lighting System Score = (Stop Lighting System availability in the relevant Operating Quarter / The total Stop Lighting System Operating Time in the relevant Operating Quarter)</p>
Service Quality KPI Deduction Percentage	<p>The Service Quality KPI Deduction Percentage with respect to Service Quality KPI 7 ($SQDP_q^7$) for the Operating Quarter will be calculated as follows:</p> <p>(i) If $SQS_q^7 \leq \text{[redacted]}$, then $SQDP_q^7 = \text{[redacted]}$; or</p> <p>(ii) If $SQS_q^7 > \text{[redacted]}$ and $SQS_q^7 < \text{[redacted]}$, then</p> $SQSP_q^7 = \text{[redacted]} - \frac{\text{[redacted]}}{\text{[redacted]}} \times (SQS_q^7 - \text{[redacted]}); \text{ or}$ <p>(iii) If $SQS_q^7 \geq \text{[redacted]}$, then $SQSP_q^7 = \text{[redacted]}$,</p> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div> <p>If the data available to derive a Service Quality KPI Deduction Percentage for this 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 Service Quality KPI Score and Service Quality KPI Deduction Percentage for that Operating Quarter, the relevant asset will be deemed to have been unavailable for the time that data was unavailable.</p>

KPI 7	Asset Availability: systems at stops (Lifts, CCTV, Help Points, PIDs, Announcements, Induction Loop, TVMs/ OPAL readers, lighting)
Service Failure	Service Failure for Service Quality KPI 7 is defined as: $SQS_7^7 \leq \blacksquare$

KPI 8	Asset Availability: systems on LRVs (LRV temperature & lighting, CCTV, Help Points, PIDs, Announcements and Induction Loop)
What and How to measure	<p><u>LRV Temperature</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours that the HVAC system on a LRV is functional and functioning within its specified performance. For the CSELRVs 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>(The total HVAC Uptime in the relevant Operating Quarter /The total HVAC Operating Time in the relevant Operating Quarter)</p> <p>For the IWL RVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>LRV Lighting</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that the lighting system on a LRV is performing to the required standard. For the CSELRVs 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>(The total LRV Lighting Uptime in the relevant Operating Quarter /The total LRV Lighting Operating Time in the relevant Operating Quarter)</p> <p>For the IWL RVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>CCTV</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each CCTV camera, located on a LRV is operational and connected to a CCTV Image Monitoring System. For the CSELRVs 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>

KPI 8	Asset Availability: systems on LRVs (LRV temperature & lighting, CCTV, Help Points, PIDs, Announcements and Induction Loop)
	<p>How to measure:</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>For the IWLRVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p>Help Point</p> <p>What to measure:</p> <p>Measurement of the number of hours (and fractions of hours) that each Help Point, located on a LRV is operational and connected to the system. For the CSELRVs 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>How to measure:</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>For the IWLRVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p>PIDs</p> <p>What to measure:</p> <p>Measurement of the number of hours (and fractions of hours) that each PID, located on a LRV is operational and connected to the system. For the CSELRVs 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>How to measure:</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>For the IWLRVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented</p>

KPI 8	Asset Availability: systems on LRVs (LRV temperature & lighting, CCTV, Help Points, PIDs, Announcements and Induction Loop)
	<p>in accordance with section 14.2 (e) of the SLR Project Deed.</p> <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, located on a LRV is operational and connected to the Asset Information System. For the CSELRVs 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"> (iii) Announcement Unit Availability (iv) Announcement Unit Operating Time <p>For the IWLRVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>Induction Loop</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each Induction Loop, located on a LRV is operational and connected to the system. For the CSELRVs 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"> (iii) Induction Loop Availability (iv) Induction Loop Operating Time <p>For the IWLRVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p> <p><u>LRV Doors</u></p> <p><i>What to measure:</i></p> <p>Measurement of the number of hours (and fractions of hours) that each LRV Door is</p>

KPI 8	Asset Availability: systems on LRVs (LRV temperature & lighting, CCTV, Help Points, PIDs, Announcements and Induction Loop)
	<p>operational and connected to the system. For the CSELRVs 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>How to measure:</p> <p>OpCo must ensure that the system is able to record:</p> <ul style="list-style-type: none"> (i) LRV Door Availability (ii) LRV Door Operating Time <p>For the IWL RVs OpCo must ensure that a manual system capable of supplying the monitoring and reporting information required by KPI 8 over the Term is implemented in accordance with section 14.2 (e) of the SLR Project Deed.</p>
Service Quality KPI Score	<p>The LRV Service Quality KPI Score with respect to LRV Service Quality KPI 8 (AFS_q^8) for the Operating Quarter will be calculated as follows:</p> $SQS_q^8 =$ <ul style="list-style-type: none"> ■ x LRV Temperature score + ■ x LRV Lighting Score + ■ x LRV CCTV Score + ■ x LRV Help Point Score + ■ x LRV Induction Loop Score + ■ x LRV Door Score ■ x LRV PIDs Score this is measured in the Customer Information KPI + ■ x LRV Announcement Unit Score this is measured in the Customer Information KPI <p>where:</p> <p>LRV Temperature score = (LRV HVAC Uptime in the relevant Operating Quarter/ The LRV Operating Time in the relevant Operating Quarter)</p> <p>LRV Lighting Score = (LRV Lighting Uptime in the relevant Operating Quarter/ The LRV Operating Time in the relevant Operating Quarter)</p> <p>LRV CCTV Score = (LRV CCTV Uptime in the relevant Operating Quarter/ The LRV Operating Time in the relevant Operating Quarter)</p> <p>LRV Help Point Score = (LRV Help Point Availability in the relevant Operating Quarter / The LRV Help Point Operating Time in the relevant Operating Quarter)</p>

KPI 8 Asset Availability: systems on LRVs (LRV temperature & lighting, CCTV, Help Points, PIDs, Announcements and Induction Loop)	
	<p>LRV PIDs Score = (LRV PIDs Availability in the relevant Operating Quarter / The total PIDs Operating Time in the relevant Operating Quarter)</p> <p>LRV Announcement Unit Score = (LRV Announcement Unit Availability in the relevant Operating Quarter / The total LRV Announcement Unit Operating Time in the relevant Operating Quarter)</p> <p>LRV Induction Loop Score = (LRV Induction Loop Availability in the relevant Operating Quarter / The total LRV Induction Loop Operating Time in the relevant Operating Quarter)</p> <p>LRV Vehicle Doors = (LRV Vehicle door)</p>
Service Quality KPI Deduction Percentage	<p>The LRV Service Quality KPI Deduction Percentage with respect to Service Quality KPI 8 ($SQDP_q^8$) for the Operating Quarter will be calculated as follows:</p> <p>(iv) If $SQS_q^8 \leq \text{[redacted]}$ then $SQDP_q^8 = \text{[redacted]}$; or</p> <p>(v) If $SQS_q^8 > \text{[redacted]}$ and $SQS_q^8 < \text{[redacted]}$, then</p> $SQDP_q^8 = \text{[redacted]} - \frac{\text{[redacted]}}{\text{[redacted]}} \times (SQS_q^8 - \text{[redacted]}); \text{ or}$ <p>(vi) If $SQS_q^8 \geq \text{[redacted]}$, then $SQDP_q^8 = \text{[redacted]}$,</p> <div style="background-color: black; width: 100%; height: 100%; margin: 10px 0;"></div> <p>If the data available to derive a Service Quality KPI Deduction Percentage for this 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 Service Quality KPI Score and Service Quality Deduction Percentage for that Operating Quarter, the relevant asset will be deemed to have been unavailable for the time that data was unavailable.</p>
Service Failure	Service Failure for Service Quality KPI 8 is defined as: $SQS_q^8 \leq \text{[redacted]}$



KPI 9 Revenue Management	
What and How to measure	<p>A fare evasion survey will be conducted on a half yearly basis by a Fare Evasion Surveyor as described in clause 19.3 (<i>Appointment of Fare Evasion Surveyor</i>).</p> <p>The fare evasion survey will commence in the Service Period immediately following the LTS End Date.</p> <p>The Revenue Management Survey Score is the Overall Estimate as derived in Annexure 4.</p>
Revenue management Score	<p>The Revenue Management Score (RMS_q) for the Operating Quarter will be calculated as follows:</p> $RMS_q =$ <p> [REDACTED] x Revenue Management Survey Score + [REDACTED] x Opal Reader / TVM Score + </p> <p>where:</p> <p>Revenue Management Survey Score = The Revenue Management Survey Score for the most recent six period ending on or before the last day of the Operating Q calculated according to Annexure 4.</p> <p>Opal Reader / TVM Score = Opal Reader / TVM Score as calculated per KPI 7</p>
Revenue Management Deduction Percentage	<p>The Revenue Management Deduction Percentage for the Operating Quarter ($RMDP_q$) will be calculated as follows:</p> <p>(vii) If $RMS_q \leq$ [REDACTED], then $RMDP_q =$ [REDACTED]; or</p> <p>(viii) If $RMS_q >$ [REDACTED] and $RMS_q <$ [REDACTED], then;</p> $RMDP_q =$ [REDACTED] - $\frac{\text{[REDACTED]}}{\text{[REDACTED]}}$ x ($RMS_q -$ [REDACTED]) ; or <p>(ix) If $RMS_q \geq$ [REDACTED], then $RMDP_q =$ [REDACTED].</p> <div style="background-color: black; width: 100%; height: 100%; margin-top: 10px;"></div>

KPI 9	Revenue Management
Revenue Management Payment Percentage	<p>The Revenue Management Payment Percentage ($RMPP_q$) for the Operating Quarter will be calculated as follows:</p> <p>(x) If $RMS_q \leq \blacksquare$, then $RMPP_q = \blacksquare$; or</p> <p>(xi) If $RMS_q > \blacksquare$ and $RMS_q < \blacksquare$, then;</p> $RMPP_q^6 = \blacksquare \times (RMS_q - \blacksquare);$ or <p>(xii) If $RMS_q \geq \blacksquare$, then $RMPP_q = \blacksquare$.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div>
Service Failure	Service Failure for KPI 9 is defined as: $SQS_q^9 \leq \blacksquare$

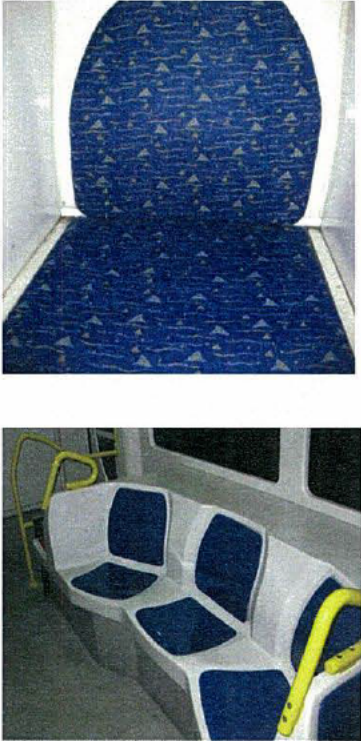



Part B: Reference Pictures

This part B of Annexure 1 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.

KPI 1 LRV Interior Seats: Cleanliness








Level 3	Level 2	Level 1	Level 0
 	 <p data-bbox="663 818 1016 871">Negligible dust, grime, dirt, and marks</p> 	 <p data-bbox="1048 818 1402 871">Graffiti tag on <1/3 of seat; no soiling on contact</p> <p data-bbox="1048 895 1335 948">Dust & Dirt but no risk of soiling clothing</p> 	 <p data-bbox="1424 818 1666 849">Extensive dust & dirt</p> 

KPI 1 LRV Interior Seats: Condition

Level 3	Level 2	Level 1	Level 0
	 <p>Minimal fading & wear</p>	 <p>Evidence of repair (mismatching materials)</p> <p>Evidence of repair (duct tape to cover tear)</p>	 <p>Unrepaired fabric & support material</p> <p>Unrepaired fabric</p> <p>Seat mechanism broken</p>





KPI 1 LRV 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> 


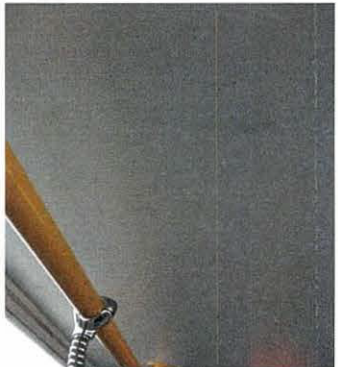






KPI 1 LRV Interior Excluding Seats: Cleanliness

Windows

Level 3	Level 2	Level 1	Level 0
 <p>Spotlessly clean</p> 	 <p>Negligible dust / dirt</p>	 <p>Grease on window</p>	 <p>Extensive dirt, risk of soiling clothing on contact</p> 









KP I1 LRV Interior Excluding Seats: Cleanliness

All other surfaces (including doors)


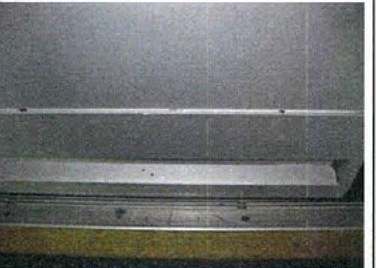






Level 3	Level 2	Level 1	Level 0
 <p data-bbox="264 746 450 775">Spotlessly clean</p>	 <p data-bbox="658 810 853 839">Negligible marks</p>	 <p data-bbox="1046 740 1375 769">Areas of staining on surfaces</p>	 <p data-bbox="1426 772 1711 801">Extensive dirt & staining</p>
			<p data-bbox="1426 823 1756 884">Substance (loose dirt) which would soil clothing on contact</p> 

KPI 1 LRV Interior Excluding Seats: Condition

Floors




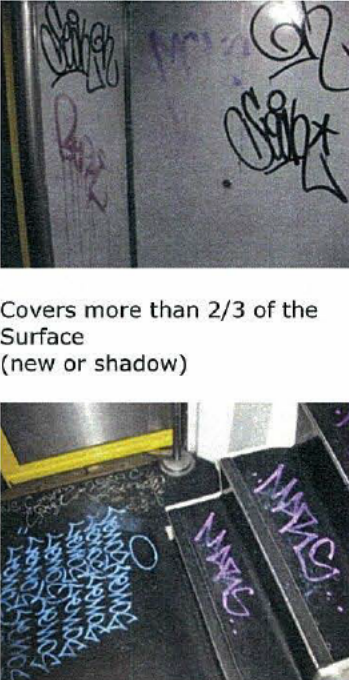
Level 3	Level 2	Level 1	Level 0
 <p>Undamaged paintwork, looks new</p> 	 <p>Daily wear & tear Minimal fading</p> 	 <p>Damage to anti-slip surface (very little remaining)</p> <p>Areas of damage to paintwork</p> 	 <p>Many badly damaged areas</p> 

**KPI 1 LRV Interior Excluding Seats: Condition
All Other Surfaces (including doors)**





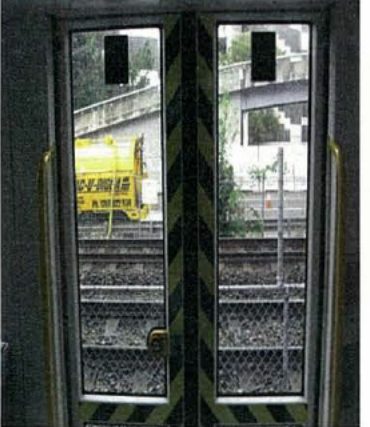



Level 3	Level 2	Level 1	Level 0
 <p data-bbox="264 735 638 762">Excellent condition, looks new</p>	 <p data-bbox="667 735 1041 762">Minimal wear & tear on surfaces</p>	 <p data-bbox="1052 703 1426 762">Looks old, areas of major damage to paintwork</p>	 <p data-bbox="1438 735 1812 762">Badly damaged surfaces</p>
		<p data-bbox="1052 788 1426 837">Area of major damage to paintwork (cigarette burn)</p> 	

KPI 1 LRV 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>

KPI 1 LRV Interior: Graffiti and Etching
Window Etching

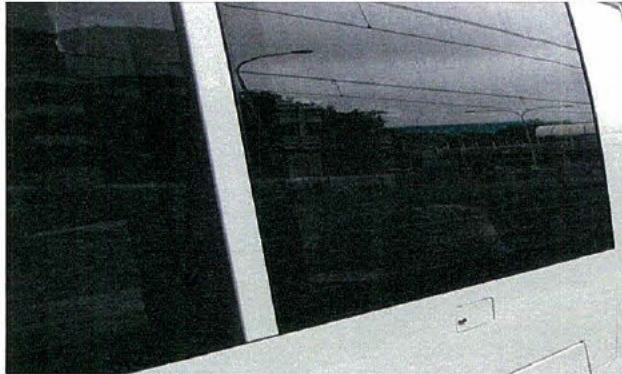
Level 3	Level 2	Level 1	Level 0
			 <p data-bbox="1424 730 1774 817">Majority of window etched and impact on customer's ability to see out</p>
			

KPI 1 LRV 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> 

KPI 1 LRV Exterior: Graffiti and Etching

Level 3 and Level 2



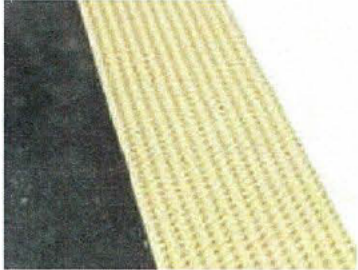







Level 1 and Level 0



Fail if any external graffiti



**KPI 2 Stop and Interchange Cleanliness; and
 KPI 3 Precinct Cleanliness:**

Level 3	Level 2	Level 1	Level 0
			
<p>Very clean</p>	<p>Negligible dirt</p>	<p>Dirt in crevices</p>	<p>Extensive dirt and chewing gum residue</p>
		<p>Ingrained dirt</p> 	<p>Extremely dirty</p> 

**KPI 2 Stop and Interchange Condition; and
KPI 3 Corridor 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 fading & wear</p> <p>Visible signs of rust / corrosion on fixtures / structures</p> 	 <p>Extensive leaking</p> <p>Unrepaired seat</p> 









KPI 2 Stop and Interchange Graffiti and Etching;

KPI 3 Corridor Graffiti and Etching:

Level 3	Level 2	Level 1	Level 0
 <p>No graffiti 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>
			

KPI 2 Stop and Interchange Litter

KPI 3 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 3

Form of Invoice

The monthly invoice must set out the following items or as amended by written agreement between OpCo and TfNSW to reflect the requirements of Schedule D1. All values should be rounded to two decimal places.

Date	
Operating Month	

Service Payment

$$SP_m = AIAF_m + BIC_m + ILCC_m - AD_m - TD_m - SQD_m - RMD_m + EB_m - EA_m + CSP_m + RMP_m + AMA_m + FRA_m - FCD_m - CR_m - TC_m - TSADA_m$$

Service Payment (A)+(B)+(C)+(D)-(E)-(F)-(G)+(H)-(I)+(J) + (K)+(L)+(M)-(N)-(O)-(P)-(Q)	(\$)	SP _m =		Cross-reference
Adjusted Indexed Availability Fee	(\$)	AIAF _m =		(A)
Benchmarked insurance component	(\$)	BIC _m =		(B)
Indexed Lifecycle Component	(\$)	ILCC _m =		(C)
Availability Deduction	(\$)	AD _m =		(D)
Timeliness Deduction	(\$)	TD _m =		(E)
Service Quality Deduction (Equals zero if not at the last Operating Month of an Operating Quarter)	(\$)	SQD _m =		(F)
Revenue Management Deduction (Equals zero if not at the last Operating Month of an Operating Quarter)	(\$)	RMD _m =		(G)
Energy Bid	(\$)	EB _m =		(H)
Energy Adjustment	(\$)	EA _m =		(I)
Customer Satisfaction Payment	(4)	CSP _m =		(J)
Revenue Management Payment	(4)	RMP _m =		(K)

Asset Management Adjustment	(\$)	AMA _m =		(L)
Floating Rate Amount	(\$)	FRA _m =		(M)
Final Completion Deduction Amount	(\$)	FCD _m =		(N)
TfNSW Share of Gross Commercial Revenue	(\$)	CR _m =		(O)
Ticket Collection Amount	(%)	TC _m =		(P)
Traffic Signal Aggregate Delay Amount	(\$)	TSADA _m =		(Q)

(A) Adjusted Indexed Availability Fee

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

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)
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)
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)

The Indexed LRV Maintenance Overhaul Amount $ILRV_{overhaul}$	(\$)	$ILRV_{overhaul} =$		(A8)
---	------	---------------------	--	------

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

$$LSLA_y^{start} = LSLA_{CSELR_y}^{start} + LSLA_{IWLR_y}^{start}$$

Long Term Service Level Adjustment Amount at the start of the Operating Month	(\$)	$LSLA_y^{start} =$		Cross-reference
Long Term Service Level Adjustment Amount at the start of the Operating Month for CSELR	(\$)	$LSLA_{CSELR_y}^{start} =$		(A2.1)
Long Term Service Level Adjustment Amount at the start of the Operating Month for IWLR	(\$)	$LSLA_{IWLR_y}^{start} =$		(A2.2)

(A2.1) Long Term Service Level Adjustment Amounts at the start of the Operating Month for CSELR

$$LSLA_{CSELR_y}^{start} = ILMP_{CSELR_{weekday_{hr}}} \times (RVOH_{CSELR_{weekday_y}} - BVOH_{CSELR_{weekday_y}}) + ILMP_{CSELR_{friday_{hr}}} \times (RVOH_{CSELR_{friday_y}} - BVOH_{CSELR_{friday_y}}) + ILMP_{CSELR_{saturday_{hr}}} \times (RVOH_{CSELR_{saturday_y}} - BVOH_{CSELR_{saturday_y}}) + ILMP_{CSELR_{sunday_{hr}}} \times (RVOH_{CSELR_{sunday_y}} - BVOH_{CSELR_{sunday_y}}) + ILMP_{CSELR_{PH_{hr}}} \times (RVOH_{CSELR_{PH_y}} - BVOH_{CSELR_{PH_y}}) + ILMP_{CSELR_{km}} \times (RKM_{CSELR_y} - BKM_{CSELR_y})$$

Long Term Service Level Adjustment Amount at the start of the Operating Month for CSELR	(\$)	$LSLA_{CSELR_y}^{start} =$		Cross-reference
Indexed CSELR Long Term Marginal Price per Weekday Vehicle Operating Hour	(\$)	$ILMP_{CSELR_{weekday_{hr}}} =$		(A2.1.1)
Required CSELR Weekday Vehicle Operating Hours per year at the start of the	(Hours)	$RVOH_{CSELR_{weekday_y}} =$		(A2.1.2)

Operating Month				
Base CSELR Weekday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ weekday\ y} =$		(A2.1.3)
Indexed CSELR Long Term Marginal Price per Friday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ friday\ hr} =$		(A2.1.4)
Required CSELR Friday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{CSELR\ friday\ y} =$		(A2.1.5)
Base CSELR Friday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ friday\ y} =$		(A2.1.6)
Indexed CSELR Long Term Marginal Price per Saturday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ Saturday\ hr} =$		(A2.1.7)
Required CSELR Saturday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{CSELR\ Saturday\ y} =$		(A2.1.8)
Base CSELR Saturday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ Saturday\ y} =$		(A2.1.9)
Indexed CSELR Long Term Marginal Price per Sunday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ Sunday\ hr} =$		(A2.1.10)
Required CSELR Sunday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{CSELR\ Sunday\ y} =$		(A2.1.11)
Base CSELR Sunday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ Sunday\ y} =$		(A2.1.12)
Indexed CSELR Long Term Marginal Price per Public Holiday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ PH\ hr} =$		(A2.1.13)
Required CSELR Public Holiday Vehicle Operating Hours per year at the start	(Hours)	$RVOH_{CSELR\ PH\ y} =$		(A2.1.14)

of the Operating Month			
Base CSELR Public Holiday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR PH y} =$	(A2.1.15)
Indexed CSELR Long Term Marginal Price per Service Kilometre	(\$)	$ILMP_{CSELR km y} =$	(A2.1.16)
Required CSELR Service Kilometres per year at the start of the Operating Month	(Km)	$RKM_{CSELR y} =$	(A2.1.17)
Base CSELR Service Kilometres per year	(Km)	$BKM_{CSELR y} =$	(A2.1.18)

(A2.2) Long Term Service Level Adjustment Amounts at the start of the Operating Month for IWLR

$$\begin{aligned}
 LSLA_{IWLR y}^{start} = & ILMP_{IWLR weekday hr} \times (RVOH_{IWLR weekday y} - BVOH_{IWLR weekday y}) \\
 & + ILMP_{IWLR friday hr} \times (RVOH_{IWLR friday y} - BVOH_{IWLR friday y}) \\
 & + ILMP_{IWLR saturday hr} \times (RVOH_{IWLR saturday y} - BVOH_{IWLR saturday y}) \\
 & + ILMP_{IWLR sunday hr} \times (RVOH_{IWLR sunday y} - BVOH_{IWLR sunday y}) \\
 & + ILMP_{IWLR PH hr} \times (RVOH_{IWLR PH y} - BVOH_{IWLR PH y}) \\
 & + ILMP_{IWLR km} \times (RKM_{IWLR y} - BKM_{IWLR y})
 \end{aligned}$$

Long Term Service Level Adjustment Amount at the start of the Operating Month for IWLR	(\$)	$LSLA_{IWLR y}^{start} =$		Cross-reference
Indexed IWLR Long Term Marginal Price per Weekday Vehicle Operating Hour	(\$)	$ILMP_{IWLR weekday hr} =$		(A2.2.1)
Required IWLR Weekday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{IWLR weekday y} =$		(A2.2.2)
Base IWLR Weekday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR weekday y} =$		(A2.2.3)
Indexed IWLR Long Term	(\$)	$ILMP_{IWLR friday hr} =$		(A2.2.4)

Marginal Price per Friday Vehicle Operating Hour				
Required IWLR Friday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{IWLR\ Friday\ y} =$		(A2.2.5)
Base IWLR Friday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ Friday\ y} =$		(A2.2.6)
Indexed IWLR Long Term Marginal Price per Saturday Vehicle Operating Hour	(\$)	$ILMP_{IWLR\ Saturday\ hr} =$		(A2.2.7)
Required IWLR Saturday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{IWLR\ Saturday\ y} =$		(A2.2.8)
Base IWLR Saturday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ Saturday\ y} =$		(A2.2.9)
Indexed IWLR Long Term Marginal Price per Sunday Vehicle Operating Hour	(\$)	$ILMP_{IWLR\ Sunday\ hr} =$		(A2.2.10)
Required IWLR Sunday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{IWLR\ Sunday\ y} =$		(A2.2.11)
Base IWLR Sunday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ Sunday\ y} =$		(A2.2.12)
Indexed IWLR Long Term Marginal Price per Public Holiday Vehicle Operating Hour	(\$)	$ILMP_{IWLR\ PH\ hr} =$		(A2.2.13)
Required IWLR Public Holiday Vehicle Operating Hours per year at the start of the Operating Month	(Hours)	$RVOH_{IWLR\ PH\ y} =$		(A2.2.14)
Base IWLR Public Holiday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ PH\ y} =$		(A2.2.15)
Indexed IWLR Long Term Marginal Price per Service	(\$)	$ILMP_{IWLR\ km\ y} =$		(A2.2.16)

Kilometre			
Required IWLR Service Kilometres per year at the start of the Operating Month	(Km)	$RKM_{IWLR\ y} =$	(A2.2.17)
Base IWLR Service Kilometres per year	(Km)	$BKM_{IWLR\ y} =$	(A2.2.18)

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

$$LSLA_y^{end} = LSLA_{CSELR\ y}^{end} + LSLA_{IWLR\ y}^{end}$$

Long Term Service Level Adjustment Amount at the end of the Operating Month	(\$)	$LSLA_y^{end} =$		Cross-reference
Long Term Service Level Adjustment Amount at the end of the Operating Month for CSELR	(\$)	$LSLA_{CSELR\ y}^{end} =$		(A4.1)
Long Term Service Level Adjustment Amount at the end of the Operating Month for IWLR	(\$)	$LSLA_{IWLR\ y}^{end} =$		(A4.2)

(A4.1) Long Term Service Level Adjustment Amounts at the end of the Operating Month for CSELR

$$\begin{aligned}
 LSLA_{CSELR\ y}^{end} = & ILMP_{CSELR\ weekday\ hr} \times (RVOH_{CSELR\ weekday\ y} - BVOH_{CSELR\ weekday\ y}) \\
 & + ILMP_{CSELR\ friday\ hr} \times (RVOH_{CSELR\ friday\ y} - BVOH_{CSELR\ friday\ y}) \\
 & + ILMP_{CSELR\ saturday\ hr} \times (RVOH_{CSELR\ saturday\ y} - BVOH_{CSELR\ saturday\ y}) \\
 & + ILMP_{CSELR\ sunday\ hr} \times (RVOH_{CSELR\ sunday\ y} - BVOH_{CSELR\ sunday\ y}) \\
 & + ILMP_{CSELR\ PH\ hr} \times (RVOH_{CSELR\ PH\ y} - BVOH_{CSELR\ PH\ y}) \\
 & + ILMP_{CSELR\ km} \times (RKM_{CSELR\ y} - BKM_{CSELR\ y})
 \end{aligned}$$

Long Term Service Level Adjustment Amount at the end of the Operating Month for CSELR	(\$)	$LSLA_{CSELR}^{end} =$		Cross-reference
---	------	------------------------	--	-----------------

Indexed CSELR Long Term Marginal Price per Weekday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ weekday\ hr} =$		(A4.1.1)
Required CSELR Weekday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{CSELR\ weekday\ y} =$		(A4.1.2)
Base CSELR Weekday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ weekday\ y} =$		(A4.1.3)
Indexed CSELR Long Term Marginal Price per Friday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ Friday\ hr} =$		(A4.1.4)
Required CSELR Friday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{CSELR\ Friday\ y} =$		(A4.1.5)
Base CSELR Friday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ Friday\ y} =$		(A4.1.6)
Indexed CSELR Long Term Marginal Price per Saturday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ Saturday\ hr} =$		(A4.1.7)
Required CSELR Saturday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{CSELR\ Saturday\ y} =$		(A4.1.8)
Base CSELR Saturday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ Saturday\ y} =$		(A4.1.9)
Indexed CSELR Long Term Marginal Price per Sunday Vehicle Operating Hour	(\$)	$ILMP_{CSELR\ Sunday\ hr} =$		(A4.1.10)
Required CSELR Sunday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{CSELR\ Sunday\ y} =$		(A4.1.11)
Base CSELR Sunday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR\ Sunday\ y} =$		(A4.1.12)

Indexed CSELR Long Term Marginal Price per Public Holiday Vehicle Operating Hour	(\$)	$ILMP_{CSELR PH hr} =$	(A4.1.13)
Required CSELR Public Holiday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{CSELR PH y} =$	(A4.1.14)
Base CSELR Public Holiday Vehicle Operating Hours per year	(Hours)	$BVOH_{CSELR PH y} =$	(A4.1.15)
Indexed CSELR Long Term Marginal Price per Service Kilometre	(\$)	$ILMP_{CSELR km y} =$	(A4.1.16)
Required CSELR Service Kilometres per year at the end of the Operating Month	(Km)	$RKM_{CSELR y} =$	(A4.1.17)
Base CSELR Service Kilometres per year	(Km)	$BKM_{CSELR y} =$	(A4.1.18)

(A4.2) Long Term Service Level Adjustment Amounts at the end of the Operating Month for IWLR

$$\begin{aligned}
 LSLA_{IWLR y}^{end} = & ILMP_{IWLR weekday hr} \times (RVOH_{IWLR weekday y} - BVOH_{IWLR weekday y}) \\
 & + ILMP_{IWLR friday hr} \times (RVOH_{IWLR friday y} - BVOH_{IWLR friday y}) \\
 & + ILMP_{IWLR saturday hr} \times (RVOH_{IWLR saturday y} - BVOH_{IWLR saturday y}) \\
 & + ILMP_{IWLR sunday hr} \times (RVOH_{IWLR sunday y} - BVOH_{IWLR sunday y}) \\
 & + ILMP_{IWLR PH hr} \times (RVOH_{IWLR PH y} - BVOH_{IWLR PH y}) \\
 & + ILMP_{IWLR km} \times (RKM_{IWLR y} - BKM_{IWLR y})
 \end{aligned}$$

Long Term Service Level Adjustment Amount at the end of the Operating Month for IWLR	(\$)	$LSLA_{IWLR y}^{end} =$		Cross-reference
Indexed IWLR Long Term Marginal Price per Weekday Vehicle Operating Hour	(\$)	$ILMP_{IWLR weekday hr} =$	(A4.2.1)	
Required IWLR Weekday Vehicle Operating Hours per	(Hours)	$RVOH_{IWLR weekday y} =$	(A4.2.2)	

year at the end of the Operating Month				
Base IWLR Weekday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ weekday\ y} =$		(A4.2.3)
Indexed IWLR Long Term Marginal Price per Friday Vehicle Operating Hour	(Hours)	$ILMP_{IWLR\ Friday\ hr} =$		(A4.2.4)
Required IWLR Friday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{IWLR\ friday\ y} =$		(A4.2.5)
Base IWLR Friday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ friday\ y} =$		(A4.2.6)
Indexed IWLR Long Term Marginal Price per Saturday Vehicle Operating Hour	(\$)	$ILMP_{IWLR\ Saturday\ hr} =$		(A4.2.7)
Required IWLR Saturday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{IWLR\ Saturday\ y} =$		(A4.2.8)
Base IWLR Saturday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ Saturday\ y} =$		(A4.2.9)
Indexed IWLR Long Term Marginal Price per Sunday Vehicle Operating Hour	(\$)	$ILMP_{IWLR\ Sunday\ hr} =$		(A4.2.10)
Required IWLR Sunday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{IWLR\ Sunday\ y} =$		(A4.2.11)
Base IWLR Sunday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ Sunday\ y} =$		(A4.2.12)
Indexed IWLR Long Term Marginal Price per Public Holiday Vehicle Operating Hour	(\$)	$ILMP_{IWLR\ PH\ hr} =$		(A4.2.13)
Required IWLR Public Holiday Vehicle Operating Hours per year at the end of the Operating Month	(Hours)	$RVOH_{IWLR\ PH\ y} =$		(A4.2.14)

Base IWLR Public Holiday Vehicle Operating Hours per year	(Hours)	$BVOH_{IWLR\ PH\ y} =$		(A4.2.15)
Indexed IWLR Long Term Marginal Price per Service Kilometre	(\$)	$ILMP_{IWLR\ km\ y} =$		(A4.2.16)
Required IWLR Service Kilometres per year at the end of the Operating Month	(Km)	$RKM_{IWLR\ y} =$		(A4.2.17)
Base IWLR Service Kilometres per year	(Km)	$BKM_{IWLR\ y} =$		(A4.2.18)

(A7) Short Term Service Level Adjustment Amounts

$$\sum_{month} SSLA_d = \sum_{month} SSLA_{CSELR,d} + \sum_{month} SSLA_{IWLR,d}$$

The sum across all days in the month of any Short Term Service Level Adjustment Amounts	(\$)	$\sum_{month} SSLA_d =$		Cross-reference
The sum across all days in the month of any Short Term Service Level Adjustment Amounts for CSELR	(\$)	$\sum_{month} SSLA_{CSELR,d} =$		(A7.1)
The sum across all days in the month of any Short Term Service Level Adjustment Amounts for IWLR	(\$)	$\sum_{month} SSLA_{IWLR,d} =$		(A7.2)

(A7.1) Short Term Service Level Adjustment Amounts for CSELR

$$\sum_{month} SSLA_{CSELR,d} = \sum_{month} \left(\begin{aligned} & ISMP_{CSELR\ weekday\ hr} \times (RVOH_{CSELR\ weekday\ d} - BVOH_{CSELR\ weekday\ d}) \\ & + ISMP_{CSELR\ friday\ hr} \times (RVOH_{CSELR\ friday\ d} - BVOH_{CSELR\ friday\ d}) \\ & + ISMP_{CSELR\ saturday\ hr} \times (RVOH_{CSELR\ saturday\ d} - BVOH_{CSELR\ saturday\ d}) \\ & + ISMP_{CSELR\ sunday\ hr} \times (RVOH_{CSELR\ sunday\ d} - BVOH_{CSELR\ sunday\ d}) \\ & + ISMP_{CSELR\ PH\ hr} \times (RVOH_{CSELR\ PH\ d} - BVOH_{CSELR\ PH\ d}) \\ & + ISMP_{CSELR\ km} \times (RKM_{CSELR\ d} - BKM_{CSELR\ d}) \end{aligned} \right)$$

The sum across all days in the month of any Short Term Service Level Adjustment Amounts for CSELR	(\$)	$\sum_{month} SSLA_{CSELR,d} =$		Cross-reference
Indexed CSELR Short Term Marginal Price per Weekday Vehicle Operating Hour	(\$)	$ISMP_{CSELR weekday hr} =$		(A7.1.1)
Required CSELR Weekday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{CSELR weekday d} =$		(A7.1.2)
Base CSELR Weekday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{CSELR weekday d} =$		(A7.1.3)
Indexed CSELR Short Term Marginal Price per Friday Vehicle Operating Hour	(\$)	$ISMP_{CSELR Friday hr} =$		(A7.1.4)
Required CSELR Friday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{CSELR friday d} =$		(A7.1.5)
Base CSELR Friday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{CSELR friday d} =$		(A7.1.6)
Indexed CSELR Short Term Marginal Price per Saturday Vehicle Operating Hour	(\$)	$ISMP_{CSELR Saturday hr} =$		(A7.1.7)
Required CSELR Saturday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{CSELR saturday d} =$		(A7.1.8)
Base CSELR Saturday Vehicle Operating Hours for the day required under the then current Contract	(Hours)	$BVOH_{CSELR Saturday d} =$		(A7.1.9)

Service Level Requirements				
Indexed CSELR Short Term Marginal Price per Sunday Vehicle Operating Hour	(\$)	$ISMP_{CSELR\ Sunday\ hr} =$		(A7.1.10)
Required CSELR Sunday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{CSELR\ sunday\ d} =$		(A7.1.11)
Base Sunday CSELR Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{CSELR\ Sunday\ d} =$		(A7.1.12)
Indexed CSELR Short Term Marginal Price per Public Holiday Vehicle Operating Hour	(\$)	$ISMP_{CSELR\ PH\ hr} =$		(A7.1.13)
Required CSELR Public Holiday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{CSELR\ PH\ d} =$		(A7.1.14)
Base CSELR Public Holiday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{CSELR\ PH\ d} =$		(A7.1.15)
Indexed CSELR Short Term Marginal Price per Service Kilometre	(\$)	$ILSP_{CSELR\ km\ y} =$		(A7.1.16)
Required CSELR Service Kilometres for the day (following the Short Term Service Change)	(Km)	$RKM_{CSELR\ d} =$		(A7.1.17)
Base CSELR Service Kilometres for the day required under the then current Contract Service Level Requirements	(Km)	$BKM_{CSELR\ d} =$		(A7.1.18)

Term	Application date	Required CSELR Weekday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required CSELR Friday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required CSELR Saturday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required CSELR Sunday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required CSELR Public Holiday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required CSELR Service Kilometres for the day (following the Short Term Service Change)	Short Term Service Level Adjustment Amounts	
		(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Km)		(\$)
		$RVOH_{CSELR \text{ weekday } d}$	$RVOH_{CSELR \text{ Friday } d}$	$RVOH_{CSELR \text{ Saturday } d}$	$RVOH_{CSELR \text{ Sunday } d}$	$RVOH_{CSELR \text{ PH } d}$	$RKM_{CSELR \text{ } d}$		$SSLA_{CSELR \text{ } d}$
		(A7.1.2)	(A7.1.5)	(A7.1.8)	(A7.1.12)	A7.1.14)	(A7.1.17)		
Short Term Adjustment 1	dd/mm/20yy								
Short Term Adjustment 2	dd/mm/20yy								
Short Term Adjustment x	dd/mm/20yy								

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

(A7.2) Short Term Service Level Adjustment Amounts for IWLR

$$\sum_{\text{month}} SSLA_{IWLR \text{ } d} = \sum_{\text{month}} \left(\begin{aligned} & ISMP_{IWLR \text{ weekday } hr} \times (RVOH_{IWLR \text{ weekday } d} - BVOH_{IWLR \text{ weekday } d}) \\ & + ISMP_{IWLR \text{ Friday } hr} \times (RVOH_{IWLR \text{ Friday } d} - BVOH_{IWLR \text{ Friday } d}) \\ & + ISMP_{IWLR \text{ Saturday } hr} \times (RVOH_{IWLR \text{ Saturday } d} - BVOH_{IWLR \text{ Saturday } d}) \\ & + ISMP_{IWLR \text{ Sunday } hr} \times (RVOH_{IWLR \text{ Sunday } d} - BVOH_{IWLR \text{ Sunday } d}) \\ & + ISMP_{IWLR \text{ PH } hr} \times (RVOH_{IWLR \text{ PH } d} - BVOH_{IWLR \text{ PH } d}) \\ & + ISMP_{IWLR \text{ km}} \times (RKM_{IWLR \text{ } d} - BKM_{IWLR \text{ } d}) \end{aligned} \right)$$

The sum across all days in the month of any Short Term Service Level	(\$)	$\sum_{\text{month}} SSLA_{IWLR \text{ } d} =$		Cross-reference
--	------	--	--	-----------------

Adjustment Amounts for IWLR			
Indexed IWLR Short Term Marginal Price per Weekday Vehicle Operating Hour	(\$)	$ISMP_{IWLR\ weekday\ hr} =$	(A7.2.1)
Required IWLR Weekday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{IWLR\ weekday\ d} =$	(A7.2.2)
Base IWLR Weekday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{IWLR\ weekday\ d} =$	(A7.2.3)
Indexed IWLR Short Term Marginal Price per Friday Vehicle Operating Hour	(\$)	$ISMP_{IWLR\ friday\ hr} =$	(A7.2.4)
Required IWLR Friday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{IWLR\ friday\ d} =$	(A7.2.5)
Base IWLR Friday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{IWLR\ Friday\ d} =$	(A7.2.6)
Indexed IWLR Short Term Marginal Price per Saturday Vehicle Operating Hour	(\$)	$ISMP_{IWLR\ Saturday\ hr} =$	(A7.2.7)
Required IWLR Saturday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{IWLR\ saturday\ d} =$	(A7.2.8)
Base IWLR Saturday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{IWLR\ Saturday\ d} =$	(A7.2.9)
Indexed IWLR Short Term Marginal Price per Sunday Vehicle Operating Hour	(\$)	$ISMP_{IWLR\ Sunday\ hr} =$	(A7.2.10)

Required IWLR Sunday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{IWLR\ Sunday\ d} =$		(A7.2.11)
Base Sunday IWLR Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{IWLR\ Sunday\ d} =$		(A7.2.12)
Indexed IWLR Short Term Marginal Price per Public Holiday Vehicle Operating Hour	(\$)	$ISMP_{IWLR\ PH\ hr} =$		(A7.2.13)
Required IWLR Public Holiday Vehicle Operating Hours for the day (following the Short Term Service Change)	(Hours)	$RVOH_{IWLR\ PH\ d} =$		(A7.2.14)
Base IWLR Public Holiday Vehicle Operating Hours for the day required under the then current Contract Service Level Requirements	(Hours)	$BVOH_{IWLR\ PH\ d} =$		(A7.2.15)
Indexed IWLR Short Term Marginal Price per Service Kilometre	(\$)	$ILSP_{IWLR\ km\ y} =$		(A7.2.16)
Required IWLR Service Kilometres for the day required (following the Short Term Service Change)	(Km)	$rKM_{IWLR\ d} =$		(A7.2.17)
Base IWLR Service Kilometres for the day required under the then current Contract Service Level Requirements	(Km)	$BKM_{IWLR\ d} =$		(A7.2.18)

Term	Application date	Required IWLR Weekday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required IWLR Friday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required IWLR Saturday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required IWLR Sunday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required IWLR Public Holiday Vehicle Operating Hours for the day (following the Short Term Service Change)	Required IWLR Service Kilometres for the day (following the Short Term Service Change)	Short Term Service Level Adjustment Amounts	
		(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Km)		
		$RVOH_{IWLR, weekday, d}$	$RVOH_{IWLR, Friday, d}$	$RVOH_{IWLR, Saturday, d}$	$RVOH_{IWLR, Sunday, d}$	$RVOH_{IWLR, PH, d}$	$RKM_{IWLR, d}$		$SSLA_{CSEL, d}$
		(A7.2.2)	(A7.2.5)	(A7.2.8)	(A7.2.11)	(A7.2.14)	(A7.2.17)		
Short Term Adjustment 1	dd/mm/20yy								
Short Term Adjustment 2	dd/mm/20yy								
Short Term Adjustment x	dd/mm/20yy								

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

(B) Benchmarked Insurance Component

$$BIC_m = \frac{BIP_y}{12}$$

where BIP_y the Benchmarked Insurance Component for the relevant year as per Annexure 1.

(C) 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)

(D) Availability Deduction

(D1) Availability Deduction for Missed Services

$$AD_m = \left(\sum_d MS_d^{excess} + MS_m \right) \times SD \times ICPI_q \times BIF_m$$

Availability Deduction for Missed Services	(\$)	$AD_m =$		
The sum of MS_d^{excess} excess for all days in the relevant Month	(Missed Services)	$\sum_d MS_d^{excess} =$		Cross-reference (D1.1) = (K6.1)
Missed Services above the monthly tolerance (Excluding Missed Services incurred above the Daily Missed Service Tolerance)	(Missed Services)	$MS_m =$		(D1.2) = (K4.1) - (D1.1) - (D1.3) (but not less than zero)
Monthly Missed Service Tolerance, being 0.5% of the number of Required Services in that month	(Missed Services)			(D1.3)
Service Deduction	(\$)	$SD =$		(D1.4)
CPI Indexation Factor for the relevant Quarter q	(%)	$ICPI_q =$		(D1.5)
Bedding In Factor applicable to the month	(%)	$BIF_m =$		(D1.6)

(E) Timeliness Deduction

If $(\sum_m CDM_d^{excess} + CDM_m) \leq$ [redacted]

$$TD_m = (\sum_m CDM_d^{excess} + CDM_m) \times CDM_1 \times ICPI_q \times BIF_m$$

If $(\sum_m CDM_d^{excess} + CDM_m) > CDM_{threshold}$

$$TD_m = ([redacted] \times [redacted] + (\sum_m CDM_d^{excess} + CDM_m - [redacted]) \times [redacted]) \times ICPI_q \times BIF_m$$

Timeliness Deduction	(\$)	$SD_m =$	[redacted]	Cross-reference
CDM leading to deduction over the Operating Month	CDM	$\sum_m CDM_d^{excess} + CDM_m$	[redacted]	(E1) = (E2) + (D3)
The sum of CDM_d^{excess} for all days in the relevant Month	CDM	$\sum_{mi} CDM_d^{excess} =$	[redacted]	(E2) = (K11.1)
CDM above the monthly tolerance (Excluding CDM incurred above the Daily CDM Tolerance)	CDM	$CDM_m =$	[redacted]	(E3) = (K9.1) - (K11.1) - (E2) (but not less than zero)
Monthly CDM Tolerance	CDM		[redacted]	(E4)
CPI Indexation Factor for the relevant Quarter q	(%)	$ICPI_q =$	[redacted]	(E5)
Bedding In Factor applicable to the relevant month	(%)	$BIF_m =$	[redacted]	(E6)

(F) Service Quality Deduction (Quarterly)

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

Service Quality Deduction	(\$)	$SQD_q =$	[redacted]	Cross-reference
Weighted Service Quality Deduction Percentage	%	$WSQDP_q =$	[redacted]	(F1)
Annual Indexed Maximum Deduction for Service Quality	(\$)	$IMD_y =$	[redacted]	(E2)

The number of days in the relevant Operating Quarter	(Days)	$n_q =$		(F3)
The number of days in the relevant calendar year	(Days)	$n_y =$		(F4)

(F1) 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	(%)	$WSQDP_q =$		(F1) = (F1.1) x (F1.3)
/	(%)	$\sum_i (SQDP_q^i \times w^{SQ}) =$		(F1.1) = (F1.7.1)
Sum of Service Failure Points	(number)	$\sum SF_q^i =$		(F1.2) = (F1.8.1) + (F1.8.1)
/	(number)	$\frac{(10 + \sum SF_q^i)}{10} =$		(F1.3)

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
		(%)	(%)	(%)	(%)	(number)
Cross-reference		(F1.4)	(F1.5)	(F1.6)	(F1.7) = (F1.5) x (F1.6)	(F1.8)
1	Vehicle cleanliness, condition and Graffiti		■			
2	Stop and interchange cleanliness, condition and Graffiti		■			
3	Corridor condition and Graffiti		■			
4	Customer information		■			
5	Complaints management		■			
6	Customer satisfaction survey		■			
7	Asset availability: systems at stops		■			
8	Asset availability: systems on LRVs		■			
TOTAL			■			
					$\sum_q (SQDP_q^i \times w^{SQ})$ (F1.7.1)	$\sum SF_q^i$ Service Quality KPIs (F.1.8.1)

(G) Revenue Management Deduction (Quarterly)

$$RMD_q = WRMDP_q \times IRMD_y \times \frac{n_q}{n_y}$$

Revenue Management Deduction	(\$)	$RMD_q =$	
Weighted Revenue Management Deduction Percentage	(%)	$WRMDP_q =$	
Annual Indexed Revenue Management Deduction	(\$)	$IRMD_y =$	
Number of days in the relevant Operating Quarter	(Days)	$n_q =$	
Number of days in the relevant calendar year	(Days)	$n_y =$	

(H) Energy Adjustment

Energy Adjustment	(\$)	$EA_m =$	
-------------------	------	----------	--

(I) Customer Satisfaction Payment (Quarterly)

Customer Satisfaction Payment	(\$)	$CSP_q =$		Cross-reference
	(\$)	$SQPP_q^6 \times \left(IMP_y \times \frac{n_q}{n_y} \right) =$		(I1)
Service Quality KPI Payment Percentage	(%)	$SQPP_q^6 =$		(I2)
Annual Indexed Maximum Customer Satisfaction Payment	(\$)	$IMP_y =$		(I3)
Number of days in the relevant Operating Quarter	(Days)	$n_q =$		(I4)
Number of days in the relevant calendar year	(Days)	$n_y =$		(I5)

(J) Revenue Management Payment (Quarterly)

Customer Satisfaction Payment	(\$)	$RMP_q =$		Cross-reference
	(\$)	$RMPP_q \times \left(IRMP_y \times \frac{n_q}{n_y} \right) =$		(J1)
Revenue Management Payment Percentage	(%)	$RMPP_q =$		(J2)
Annual Indexed Revenue Management Payment	(\$)	$IRMP_y =$		(J3)
Number of days in the relevant Operating Quarter	(Days)	$n_q =$		(J4)
Number of days in the relevant calendar year	(Days)	$n_y =$		(J5)

(K) Asset Management Adjustment

$$AMA_m = REL_m - RET_m$$

Asset Management Adjustment	(\$)	$AMA_m =$		
				Cross-reference
Amount reimbursed in the Operating Month pursuant to clause 21.8(f) of the Operative Provisions	(\$)	$REL_m =$		(K1)
Amount withheld in the Operating Month pursuant to clause 21.8(e) of the Operative Provisions	(\$)	$RET_m =$		(K2)

(L) Floating Rate Amount

$$FRA_m = (AIP_q - BIP_q) \times (N_m / N_q)$$

Floating Rate Amount	(\$)	$FRA_m =$		
				Cross-reference
Actual Floating Rate Interest Payment for the Interest Period	(\$)	$AIP_q =$		(L1)
Base Case Floating Rate Interest Payment for the Interest Period	(\$)	$BIP_q =$		(L2)
Number of days in the relevant Operating Month	(Days)	N_m		(L3)
Number of days in the relevant Operating Quarter	(Days)	N_q		(L4)

(M) Final Completion Deduction Amount

$$FCD_m = BFCD_m \times ICPI_q$$

Final Completion Deduction Amount	(\$)	$FCD_m =$		Cross-reference
Base Final Completion Deduction	(\$)	$BFCD_m =$		(M1)
CPI Indexation Factor for the relevant Quarter q	(%)	$ICPI_q =$		(M2)

(N) TfNSW Share of Gross Commercial Revenue

$$CR_m = \sum_m^i [GCR_m^i \times GRSP_i]$$

TfNSW's Share of Gross Commercial Revenue	(\$)	$CR_m =$	
---	------	----------	--

(O) Ticket Collection Amount

$$TC_m = \sum_m^i [TS_n^i \times TP_{ni}^i] + [TS_{n+1}^i \times TP_{n+1i}^i] + \dots$$

Ticket Collection Amount	(\$)	$TC_m =$		Cross-reference
Ticket Sold Category n	(\$)	TS_{ni}		(O1)
Ticket Price Category n	(\$)	TP_{ni}		(O2)
Ticket Sold Category n+1	(\$)	TS_{n+1i}		(O3)
Ticket Price Category n+1	(\$)	TP_{n+1i}		(O4)

(P) Traffic Signal Aggregate Delay Amount

$$TSADA_m = \frac{(n_m \times ITSADA_q)}{n_q}$$

Traffic Signal Aggregate Delay Amount	(\$)	$TSADA_m =$		Cross-reference
Indexed Traffic Signal Delay Amount	(\$)	$ITSADA_m$		(P1)
Number of days in operating month	(\$)	n^m		(P2)
Number of days in operating quarter	(\$)	n^q		(P3)

(Q) Details of daily metrics

Date	Availability			Frequency Customer Delay Measure CDM_d^{FQ}	Journey Time Customer Delay Measure CDM_d^{JT}	Timeliness		CDM_d^{excess} daily CDM to the extent that it exceeds the Daily CDM Tolerance
	Availability Deduction for Missed Services The total number of Missed Services across all Service Periods on that day (K4)	Daily Missed Service Tolerance (1.5% of the number of Required Services for the relevant day) (K5)	MTS_d^{excess} If (K4) > (K5) (K6) = (K4) - (K5) Else (K6) = 0 (K6)			daily CDM (K9) = (L7) + (K8)	Daily CDM Tolerance (K10)	
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								
14/mm/20yy								
15/mm/20yy								
16/mm/20yy								
17/mm/20yy								
18/mm/20yy								
19/mm/20yy								

Date	Availability			Timeliness				
	Availability Deduction for Missed Services	Frequency Customer Delay Measure	Journey Time Customer Delay Measure	daily CDM	Daily CDM Tolerance	CDM_d^{excess}		
	The total number of Missed Services across all Service Periods on that day	Daily Missed Service Tolerance (1.5% of the number of Services Required for the relevant day)	MTS_d^{excess} If (K4) > (K5) (K6) = (K4) - (K5) Else (K6) = 0	CDM_d^{TQ}	CDM_d^{JT}	daily CDM to the extent that it exceeds the Daily CDM Tolerance		
	(K4)	(K5)	(K6)	(K7)	(K8)	(K9) = (L7) + (K8)	(K10)	(K11)
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								
29/mm/20yy								
30/mm/20yy								
31/mm/20yy								
Total End of Month								
			(K4.1)			$\sum_m MTS_d^{excess}$ (K6.1)		(K9.1)

ANNEXURE 4

Fare Evasion Survey Methodology applying to Revenue Management KPI

See attachment

ANNEXURE 5

Operating Service Kilometres

The table below is based on

- IWLR start on the 1st of July 2015
- Full operation on the 17th of March 2019

The numbers related to March 2034 correspond to the full month.

#	Year	Month of the year	Base IWLR Service Kilometres per month	Base Cumulative IWLR Service Kilometres	Base CSELR Service Kilometres per month	Base Cumulative CSELR Service Kilometres
1	2015	July				
2	2015	August				
3	2015	September				
4	2015	October				
5	2015	November				
6	2015	December				
7	2016	January				
8	2016	February				
9	2016	March				
10	2016	April				
11	2016	May				
12	2016	June				
13	2016	July				
14	2016	August				
15	2016	September				
16	2016	October				
17	2016	November				
18	2016	December				
19	2017	January				
20	2017	February				
21	2017	March				
22	2017	April				
23	2017	May				
24	2017	June				
25	2017	July				
26	2017	August				
27	2017	September				
28	2017	October				
29	2017	November				
30	2017	December				

#	Year	Month of the year	Base IWLR Service Kilometres per month	Base Cumulative IWLR Service Kilometres	Base CSELR Service Kilometres per month	Base Cumulative CSELR Service Kilometres
31	2018	January				
32	2018	February				
33	2018	March				
34	2018	April				
35	2018	May				
36	2018	June				
37	2018	July				
38	2018	August				
39	2018	September				
40	2018	October				
41	2018	November				
42	2018	December				
43	2019	January				
44	2019	February				
45	2019	March				
46	2019	April				
47	2019	May				
48	2019	June				
49	2019	July				
50	2019	August				
51	2019	September				
52	2019	October				
53	2019	November				
54	2019	December				
55	2020	January				
56	2020	February				
57	2020	March				
58	2020	April				
59	2020	May				
60	2020	June				
61	2020	July				
62	2020	August				
63	2020	September				
64	2020	October				
65	2020	November				
66	2020	December				
67	2021	January				
68	2021	February				
69	2021	March				
70	2021	April				

#	Year	Month of the year	Base IWLR Service Kilometres per month	Base Cumulative IWLR Service Kilometres	Base CSELR Service Kilometres per month	Base Cumulative CSELR Service Kilometres
71	2021	May				
72	2021	June				
73	2021	July				
74	2021	August				
75	2021	September				
76	2021	October				
77	2021	November				
78	2021	December				
79	2022	January				
80	2022	February				
81	2022	March				
82	2022	April				
83	2022	May				
84	2022	June				
85	2022	July				
86	2022	August				
87	2022	September				
88	2022	October				
89	2022	November				
90	2022	December				
91	2023	January				
92	2023	February				
93	2023	March				
94	2023	April				
95	2023	May				
96	2023	June				
97	2023	July				
98	2023	August				
99	2023	September				
100	2023	October				
101	2023	November				
102	2023	December				
103	2024	January				
104	2024	February				
105	2024	March				
106	2024	April				
107	2024	May				
108	2024	June				
109	2024	July				
110	2024	August				

#	Year	Month of the year	Base IWLR Service Kilometres per month	Base Cumulative IWLR Service Kilometres	Base CSELR Service Kilometres per month	Base Cumulative CSELR Service Kilometres
111	2024	September				
112	2024	October				
113	2024	November				
114	2024	December				
115	2025	January				
116	2025	February				
117	2025	March				
118	2025	April				
119	2025	May				
120	2025	June				
121	2025	July				
122	2025	August				
123	2025	September				
124	2025	October				
125	2025	November				
126	2025	December				
127	2026	January				
128	2026	February				
129	2026	March				
130	2026	April				
131	2026	May				
132	2026	June				
133	2026	July				
134	2026	August				
135	2026	September				
136	2026	October				
137	2026	November				
138	2026	December				
139	2027	January				
140	2027	February				
141	2027	March				
142	2027	April				
143	2027	May				
144	2027	June				
145	2027	July				
146	2027	August				
147	2027	September				
148	2027	October				
149	2027	November				
150	2027	December				

#	Year	Month of the year	Base IWLR Service Kilometres per month	Base Cumulative IWLR Service Kilometres	Base CSELR Service Kilometres per month	Base Cumulative CSELR Service Kilometres
151	2028	January				
152	2028	February				
153	2028	March				
154	2028	April				
155	2028	May				
156	2028	June				
157	2028	July				
158	2028	August				
159	2028	September				
160	2028	October				
161	2028	November				
162	2028	December				
163	2029	January				
164	2029	February				
165	2029	March				
166	2029	April				
167	2029	May				
168	2029	June				
169	2029	July				
170	2029	August				
171	2029	September				
172	2029	October				
173	2029	November				
174	2029	December				
175	2030	January				
176	2030	February				
177	2030	March				
178	2030	April				
179	2030	May				
180	2030	June				
181	2030	July				
182	2030	August				
183	2030	September				
184	2030	October				
185	2030	November				
186	2030	December				
187	2031	January				
188	2031	February				
189	2031	March				
190	2031	April				

#	Year	Month of the year	Base IWL Service Kilometres per month	Base Cumulative IWL Service Kilometres	Base CSEL Service Kilometres per month	Base Cumulative CSEL Service Kilometres
191	2031	May				
192	2031	June				
193	2031	July				
194	2031	August				
195	2031	September				
196	2031	October				
197	2031	November				
198	2031	December				
199	2032	January				
200	2032	February				
201	2032	March				
202	2032	April				
203	2032	May				
204	2032	June				
205	2032	July				
206	2032	August				
207	2032	September				
208	2032	October				
209	2032	November				
210	2032	December				
211	2033	January				
212	2033	February				
213	2033	March				
214	2033	April				
215	2033	May				
216	2033	June				
217	2033	July				
218	2033	August				
219	2033	September				
220	2033	October				
221	2033	November				
222	2033	December				
223	2034	January				
224	2034	February				
225	2034	March				

ANNEXURE 6

Base CSELR Service Kilometres and Base Vehicle Operating Hours

	Per day and total for a week does not include public holidays			Per annum using an average year			
	Services	Service km	Vehicle Operating Hours	Average number of day types per year	Base Number of CSELR Services	Base CSELR Service Kilometres	Base Number of CSELR Vehicle Operating Hours
Weekday (Mon-Thu)							
Friday							
Saturday							
Sunday							
Public Holiday							
Total							

Note - The breakdown of day types uses a 20 year period from 1 Jan 2015 to 31 Dec 2034 and public holidays as guided by the Public Holidays Act 2010

Base IWLR Service Kilometres and Base Vehicle Operating Hours

	Per day and total for a week does not include public holidays			Per annum using an average year			
	Services	Service km	Vehicle Operating Hours	Average number of day types per year	Base Number of Services	Base Service Kilometres	Base Number of Vehicle Operating Hours
Mon-Thu							
Friday							
Saturday							
Sunday							
Public Holiday							
Total							

Note - The breakdown of day types uses a 20 year period from 1 Jan 2015 to 31 Dec 2034 and public holidays as guided by the Public Holidays Act 2010

ANNEXURE 7

Alternate IWLR Actual Journey Time Definition

Until such time as an Installation Completion Notice has been issued in accordance with clause 14.5(c)(i) of this deed, the following modification to Schedule D1 and SPR Appendix 38 (*Minimum Service Requirements*) will apply.

Definitional changes apply only to the IWRL and for the CSELR all definitions remain unchanged:

Actual Journey Time means the journey time for a Delivered Service measured from the time the LRV begins to move away from Dulwich Hill to the time the LRV arrives at Dulwich Hill subtracted by 2 (deemed dwell time at Central Station), then divided by 2 and for:

Central Station to Dulwich Hill a subtraction of ■ seconds

Dulwich Hill to Central Station an addition of ■ seconds.

Following receipt of the Installation Completion Notice, the definition of Actual Journey Time is as set out in Schedule D1, and not above, from the 1st day of the next calendar month.



**Transport
for NSW**

Sydney Light Rail PPP Schedule D1, Annexure 4 Fare Evasion Survey Outline

Sydney Light Rail

January 2014

Disclaimer

This document details the methodology which will be used by TfNSW to assess fare evasion on the Sydney Light Rail network during the Operations Phase of the Sydney Light Rail PPP (including IWL R Operations Phase), for the purposes of measuring OpCo's performance against the Revenue Management KPI.

This document is in draft form and still under development and therefore subject to further amendments.

While all care is taken in producing this work, no responsibility is taken or warranty made with respect to the accuracy of any information, data or representation. The authors (including copyright owners) expressly disclaim all liability in respect of anything done or omitted to be done and the consequences upon reliance of the contents of this information.

© 2013 Crown Copyright.

Subject to copyright. All rights reserved. Except as permitted under the copyright Act 1968, no part covered by copyright may be reproduced or copied by any means, electronically or otherwise without written permission of the copyright owner.

Indicative

TABLE OF CONTENTS

1. BACKGROUND	1
2. SURVEY DESIGN	2
2.1 Survey period	2
2.2 Sampling	2
2.3 Data collection	2
3. SURVEY SCOPE.....	5
3.1 Geography.....	5
3.2 Day type	6
3.3 Time of day.....	6
4. DEFINING THE SAMPLE.....	7
4.1 Definitions	7
5. FARE EVADER CLASSIFICATION	9
6. FIELDWORK MANAGEMENT	10
6.1 Quality assurance	10
6.2 Fieldwork training	10
8. FARE EVASION ESTIMATION.....	11
8.1 Method of estimation	11
8.2 Adjustment to the sample	11
8.3 Method of weighting.....	12
8.4 Fare evasion rates and precision of estimates.....	12

APPENDICES

Appendix 1: Officer Form 19
Appendix 2: Surveyor Form 20
Appendix 3: Sydney Light Rail - CSELR Network Map 21
Appendix 4: Sydney Light Rail – IWE Network Map..... 22

LIST OF TABLES & FIGURES

Table 1: Survey scope for all modes 5
Table 2: Geographical scope for all modes..... 5
Table 3: Shifts by mode and day type..... 6
Table 4: Classification of ticket types..... 9

Figure 1: Flow of Survey Questions..... 4
Figure 2: Diagrammatic Representation of Survey Sample 7

Indicative

1. BACKGROUND

The **Overall Estimate** calculated as per Section 8.1 is the measure that will be used in calculation of performance against the Revenue Management KPI.

A representative sample size of passenger tickets from various geographical regions will be inspected across the Sydney Light Rail network. Passengers will be requested to present their tickets (and relevant entitlements) for inspection by authorised officers with the ticket validity and proof of entitlement being recorded.

For the purpose of this survey, fare evasion constitutes passengers who are travelling without a valid ticket, which includes:

- Passengers without a ticket;
- Passengers with a concession ticket but without a concession entitlement;
- Passengers with an invalid ticket;
- Passenger who over-ride on a ticket;
- Passengers who are deemed to be deliberately avoiding the survey.

This document details the process undertaken for the data collection and calculation of the incidence of fare evasion.

2. SURVEY DESIGN

2.1 *Survey period*

The surveys will be conducted up to a [three] week time period, during [May and/or November] encompassing all days of the week, and unsure a sufficient sample size.

2.2 *Sampling*

The survey will incorporate a stratified cluster sample design and the sample will be designed proportionate to population, utilising estimated patronage to design a fieldwork schedule. Each mode will be stratified by day type which will ensure coverage of both the weekday and weekend. Vehicles will be intercepted along routes according to a pre-defined set of principles to avoid bias in the selection. Further, passengers will be sampled in clusters, with a lead surveyor nominating each vehicle to be boarded and a pre-determined proportion of passengers in the vehicle being sampled. With the implementation of the Opal card, Surveys will be need to be conducted at key interchange and transit areas in order to capture any fare evasion that may originate on other modes of transport and filter through to the light rail network. The survey team will be provided with devices to enable them to read the Opal cards.

Sample sizes will approximately consist of 12-15 people to ensure that the sample is not compromised. This strategy will enable the survey team to competently control the sample, ensuring data accuracy and integrity. The team is encouraged to apply discretion where necessary, for example if there are minimal passengers on a service it is considered realistic (and survey efficient) to survey a complete vehicle.

The number of surveys completed will depend upon a number of factors including the availability of transport officers to undertake fieldwork shifts, frequency of services, passenger numbers and survey hours per shift.

Further information of the sampling is provided in Section 4 Defining the Sample. The achieved sample is detailed in Section 7.1 Sample.

2.3 *Data collection*

2.3.1 *Fieldwork service provision*

Transport for NSW (TfNSW) will engage the services of a suitable service provider, an independent research agency to undertake the design and conduct of the survey. The suitable service provider will be a member of the (TfNSW) Transport Surveys and Fieldwork Services Panel, and possesses specialist expertise in transport modelling, travel demand and design and conduct of transport surveys.

2.3.2 *Transport officers*

Critical to the design of the collection method will be the inclusion of transport officers who are authorised to request and validate passenger tickets. Fieldwork shifts will be designed in consultation with transport officer availability.

2.3.3 Survey instruments

The survey will utilise two separate forms (one each for the surveyor and the transport officer). Both forms will contain information to record the survey location, date, time and shift details. An example of each form is provided in Appendix 1 (Officer) and Appendix 2 (Surveyor).

The Officer's form collects details of all tickets inspected – the type and validity of each ticket. The form also records passengers with no ticket and those with entitlement to free travel.

The Surveyor form records details of the sample to be surveyed, including an estimate of the number of passengers on the vehicle¹, total number in sample, runners and other departees, and total number checked (all passengers whose tickets were inspected).

2.3.4 Collection methodology

The survey will employ a flexible methodology in order to accommodate the unique network and service operating conditions, as well as address any possible challenges that may be encountered.

Survey teams will be comprised of two officers and two surveyors. For each shift, the survey team should assemble at a nominated meeting point and time, where details of the shift (e.g. name, date, route, on stop/location, time, and direction) can be recorded in preparation for each survey performed.

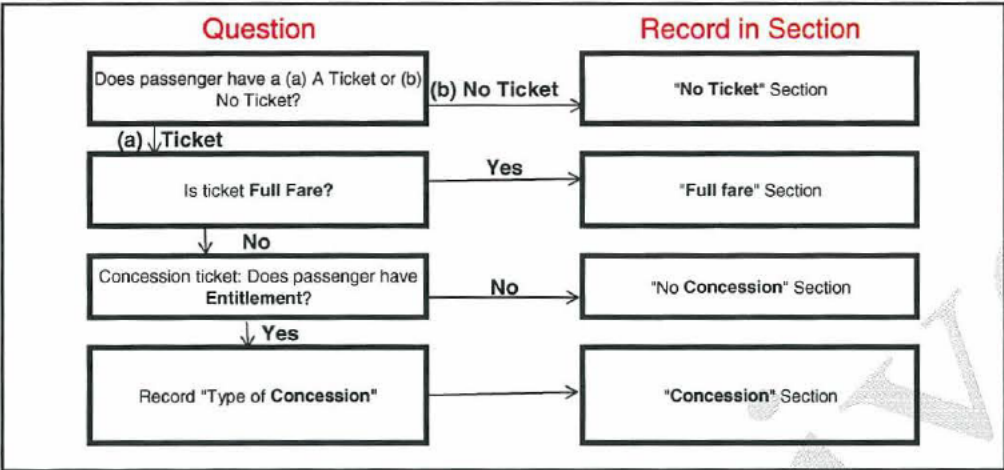
Surveyors should aim to lead the fieldwork process, planning the shift in consultation with team members and nominating survey locations throughout the shift. The surveyors are also responsible for nominating each Light Rail Vehicle (LRV) to be sampled, including sections within each vehicle such as a rail carriage.

Upon boarding the vehicle, the survey team should aim to secure the nominated section. It is intended that all passengers (sitting or standing) in the nominated section of the vehicle are included in the survey.

The survey team will inspect each passenger's ticket and record relevant details. The tickets will be inspected by the transport officers and one surveyor will work as a scribe to record the tickets presented for inspection. The other surveyor will observe the proceedings and recorded this information on the surveyor form. Figure 1 demonstrates the proposed sequence of questions, possible responses and how the information will be recorded.

¹ A vehicle is defined as train carriage, bus vehicle or ferry vessel

FIGURE 1 – FLOW OF SURVEY QUESTIONS



Once all tickets for passengers in the nominated survey area are checked, and the survey team approves that all fieldwork had been undertaken as per specification, the survey will be deemed complete. In the event that the field team do not agree with each other, the specific survey is to be recorded for further examination during data review, cleaning and processing. If a discrepancy in the data collection is later confirmed and validated, it will be removed from the final dataset.

Ticket infringements will NOT issued as part of the fare evasion surveys.

3. Survey scope

The scope of the survey will be defined by geography, day type and time period.

TABLE 1 - SURVEY SCOPE FOR ALL MODES

Mode	Geography	Day Type	Time Period
Light Rail	Sydney Light Rail network (CSELR + IWE)	Weekdays and weekends	Peak, inter peak and off peak

3.1 Geography

The Geographical scope of the surveys was defined by the network boundaries and service operations. The locations surveys are to represent an appropriate sample distribution of trips on the network. Appendix 3 and Appendix 4 provide a map of the Sydney Light Rail Network and Inner West Extension map respectively.

3.2 Day type

The survey will be conducted on all days of the week with the sample being designed to provide coverage for a typical weekday and weekend day. For analysis and reporting purposes, it is recommended that all data collected for the period Monday-Friday is treated as representative of a weekday and data collected for a Saturday and Sunday is treated as representative of a weekend day.

The table below demonstrates the number of shifts by day and reflects the availability of transport officers from each organisation to participate in the survey within the survey timeframe.

TABLE 3 - SHIFTS BY MODE AND DAY TYPE

Survey Statistics	Light Rail
Weekday	[xx]
Weekend	[xx]
TOTAL	[xx]

3.3 Time of day

Survey hours are specified to include the peak, inter peak and off peak periods. Survey shift times will accommodate for the following time periods:

- Weekdays: 6:00 am – 8:00 pm
- Weekends: 10:00 am – 6:00 pm

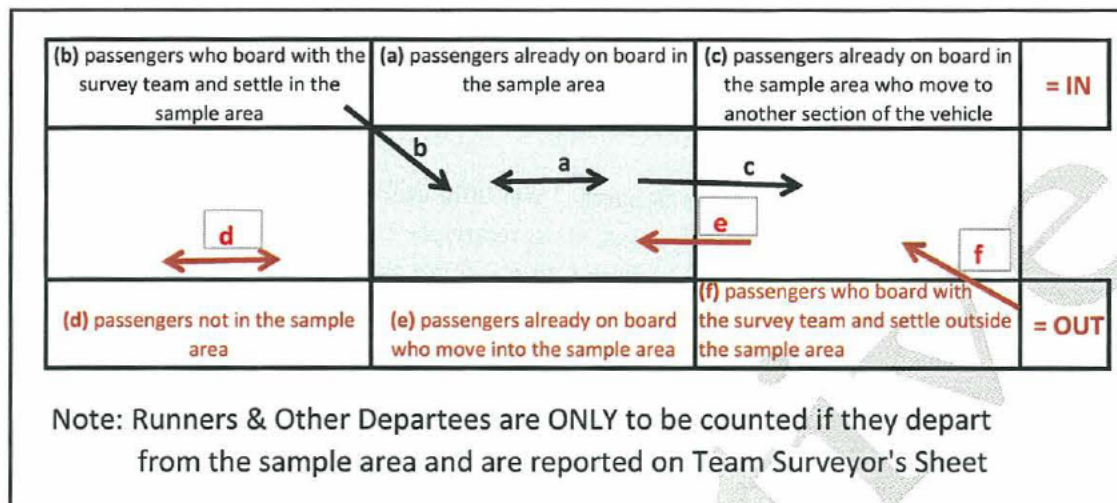
These times will correlate to when the survey is performed, i.e. it does not relate to the time the survey team boarded a vehicle.

Indicative

4. Defining the sample

The sample will be comprised of passengers who are deemed to be in the nominated section of the vehicle in which the survey is conducted. The sample is illustrated graphically in Figure 2 below.

FIGURE 2 - DIAGRAMMATIC REPRESENTATION OF SURVEY SAMPLE



The sample **includes** the following:

- passengers already on board in the sample area
- passengers who boarded with the survey team and settled in the sample area
- passengers already on board in the sample area who moved to another section of the vehicle

The sample **excludes** the following:

- passengers NOT in the sample area
- passengers who were already on board who moved into the sample area
- passengers who boarded with the survey team and settled outside the sample area

4.1 Definitions

This survey uses vocabulary that has specific meaning within the survey:

4.1.1 Passenger

Every person aged four or over is considered a passenger for the purpose of the survey. Children (aged under four) are entitled to travel free and are NOT recorded as part of the survey.

Once the sample area has been nominated, anyone departing from the sample area prior to having his or her ticket checked is classified as a "runner" or "other departee".

4.1.2 Runners

Those people who are deemed to be deliberately avoiding the survey. They are identified and counted by the lead surveyor (with support from Officers as required) and are included in the sample as 'evaders' for estimation of fare evasion.

4.1.3 Other departees

Those people who leave the vehicle without having their ticket checked, but are not deemed to be deliberately avoiding the survey unlike the runners. Other departees should be recorded by Surveyor #1 but should be excluded from the sample for the estimation of fare evasion.

Distinguishing between a "runner" and "other departee" will ultimately be at the discretion of the survey team. From past experience, in most cases, it is relatively clear when the passenger is attempting to avoid the survey in which case, they should be classified as a "runner". If in doubt, the alighting passenger(s) will be recorded as an "other departee".

4.1.4 No ticket - special needs

This includes:

- Passengers with disabilities who are not required to travel with a ticket (but should be carrying evidence of their entitlement)
- Passengers deemed to be incapable of purchasing a ticket or responding to a request for a ticket or their entitlement

These passengers are included in the sample as 'non-evaders' for estimation of fare evasion.

4.1.5 No ticket – irregularity

Those passengers whose ticket validity is unclear. This includes examples such as passengers (on all modes) using a MyMulti ticket that had no printing on it to confirm validation. In cases such as these, tickets should be recorded as "No ticket – Irregularity" but will ultimately be excluded from the sample for estimation of fare evasion.

4.1.6 Invalid tickets

There are three categories of invalid tickets:

- **Extended:** where a person has travelled a greater distance than the ticket justifies
- **Expired:** where a person is travelling on a date or time beyond that specified on the ticket
- **Cancelled:** where a person is travelling on a ticket that has already been used

5. Fare evader classification

The table below classifies the ticket and fare type combinations into fare evaders (FE) and non-fare evaders (Non FE) for the computation of fare evasion estimates. Each of the below categories will be recorded as a separate variable in the Boarding Table in the data set.

TABLE 4 - CLASSIFICATION OF TICKET TYPES

Survey Form	Category (as shown on survey forms)		FE Classification	
Officer	Concession Ticket	With Entitlement	VALID	Non FE
Officer		With Entitlement	NOT VALID "extended"	FE
Officer			NOT VALID "expired"	FE
Officer			NOT VALID "cancelled"	FE
Officer			No Entitlement	VALID
Officer		NOT VALID "extended"		FE
Officer		NOT VALID "expired"		FE
Officer		NOT VALID "cancelled"		FE
Officer	Full Fare	VALID	Non FE	
Officer		NOT VALID "extended"	FE	
Officer		NOT VALID "expired"	FE	
Officer		NOT VALID "cancelled"	FE	
Officer	No Ticket	No valid Reason	FE	
Officer		Special Needs	Non FE	
Officer		Irregularity	Dropped from sample	
Officer		Other	FE	
Officer		Free Entitlement	Non FE	
Surveyor		Runners (observed & recorded)	FE	

For the estimation of fare evasion the net sample size will be derived from information recorded on both the Officer and the Survey form. This is the sample size used to estimate fare evasion and is calculated as follows:

Sample Size = Total Passengers + Runners – Not Ticket Irregularity

6. Fieldwork management

6.1 Quality assurance

A number of procedures will be implemented to ensure the provision of quality data, including in-field monitoring and survey validation.

Upon completion of each vehicle boarding, checks will be made by the surveyors to ensure that all passengers checked by the officers tally with the sample as identified by the surveyor. In accepting a survey as valid, the lead surveyor will confirm that:

- (a) Officers sighted tickets of all passengers in the nominated section;
- (b) Officers sighted all concession entitlements (as required); and
- (c) All other aspects of the survey were in accordance with the approved procedures.

TfNSW staff will accompany certain field visits during the survey to observe the fieldwork. On these visits, TfNSW staff will board the vehicles and observe the proceedings to ensure all field procedures are being adhered to. Any observations requiring action will be immediately directed to the fieldwork service provider to ensure compliance.

6.2 Fieldwork training

Prior to fieldwork commencement formal training will be undertaken by the field surveyors, field supervisors and the transport officers. For each role a fieldwork manual will be provided to assist role education and to act as a reference tool during fieldwork.

7 Fare evasion estimation

8.1 Method of estimation

The method of fare evasion estimation accounts for the sampling of fractions of:

- Passengers in a vehicle
- Clustering of passengers
- Stratification within geography and day type

For any given mode, the strata refer to the combination of geography and day-types, trips and sections of vehicles are sampled within each stratum.

For each stratum the fare evasion estimate is calculated using the following formula:

Estimator for each stratum

$$\hat{P}_h = \frac{\sum m_{hi} \hat{p}_{hi}}{\sum m_{hi}} = \frac{\sum m_{hi} \frac{f_{hi}}{n_{hi}}}{\sum m_{hi}},$$

\hat{P} = the weighted estimator for cluster samples that accounts for unequal cluster sizes

m_{hi} = number of passengers on the i^{th} sampled trip in stratum h

$\hat{p}_{hi} = f_{hi}/n_{hi}$ = proportion of fare evaders on the i^{th} sampled trip in stratum h

f_{hi} = number of fare evaders on the i^{th} sampled trip in stratum h ,

n_{hi} = number of passengers sampled on the i^{th} sampled trip in stratum h

The above formula takes account of the sampling of passengers within vehicles, and weights the estimates from each cluster by the proportion sampled. This estimate gives a weighting in proportion to the total number of passengers on each trip at the point it was sampled.

The estimates for each stratum are combined to provide an overall estimate weighted to the stratum population using the following formula:

Overall Estimate

$$\hat{P} = \sum_{h=1}^H W_h \hat{P}_h$$

\hat{P} = the weighted estimator for cluster samples that accounts for unequal cluster sizes

$W_h = N_h/N$ = population stratum weight

N_h = population size of passengers in stratum h , $h = 1, \dots, H$

$N = \sum N_h$ = total number of passengers in the population

The same approach applies to the estimate of any parameter based on the stratification, the overall estimate is a weighted average of the stratum-specific estimates, with weights given by W_h .

For further information on the weighting process refer to Section 8.3 *Method of weighting*.

8.2 *Adjustment to the sample*

In light of the survey process, there may be a threshold established for a minimum number of samples (boardings) for each stratum to be included in the final data set. This need to be established in view of the survey design and to ensure that all data is treated consistently, as there may be a potential for observing no fare evaders on a small number of boarding's within a stratum.

8.3 *Method of weighting*

To ensure the estimates are representative of the true population, weightings will be applied to the sample collected. The weighted estimates correct for any effects of disproportionate sampling which may occur throughout the sampling and data collection process.

To establish a population base, patronage will have to be sourced and relevant to the fieldwork period. Primary to this consistency will be the inclusion of all paid and unpaid trips in the population base.

8.4 *Fare evasion rates and precision of estimates*

The fare evasion rates that will be calculated are determined through a sample survey and as such all rates specified should be considered as estimates of the rate of fare evasion. To assist in understanding the precision of each estimate a 95% confidence interval (CI) will be constructed for all results. For each specified fare evasion rate, this interval can be interpreted that with 95% certainty this is the range in which the estimate occurs. Further, the results will have to be analysed closely, with irregular observations and outliers to be adjusted or removed.

APPENDIX 1: Officer Form

Date: / / 201__

TRAIN : FERRY : BUS

Officer _____

		1	2	3	4	5	6			
<-- Vehicle Surveyed -->	Route or Line									
	ON Stop or Station									
	OFF Stop or Station									
	Start Time (24 hour format)	:	:	:	:	:	:			
	End Time (24 hour format)	:	:	:	:	:	:			
	Direction (To or From the city or...)	To From	To From	To From	To From	To From	To From			
	Vehicle (No. of set) eg 1 of 2	of	of	of	of	of	of			
Section ("A/B", First Half "F", 1/2)										
		1	2	3	4	5	6			
Ticket	Concession	Type of Concession	Primary/Secondary Student	sum	sum	sum	sum	sum	sum	sum
			Tertiary Student							
			Pensioner							
			Senior (60 Plus)							
			Family (Fare Deal & Fun Day)							
			Other (jobseeker, apprentice etc)							
	With Entitlement	VALID *								
		NOT VALID "extended"								
		NOT VALID "expired"								
		NOT VALID "cancelled"								
VALID										
NOT VALID "extended"										
No Entitlement	NOT VALID "expired"									
	NOT VALID "cancelled"									
	VALID									
Full Fare	NOT VALID "extended"									
	NOT VALID "expired"									
	NOT VALID "cancelled"									
	VALID									
No Ticket	No valid Reason									
	Special Needs									
	Irregularity									
	Other									
	Free Entitlement									
TOTAL PASSENGERS										
Initials of Surveyor #2										

Multi-modal Transport Solutions

David: 0402 143 920; Doug: 0425 756 057

Page _____

MO

APPENDIX 2: Surveyor Form

Surveyor _____

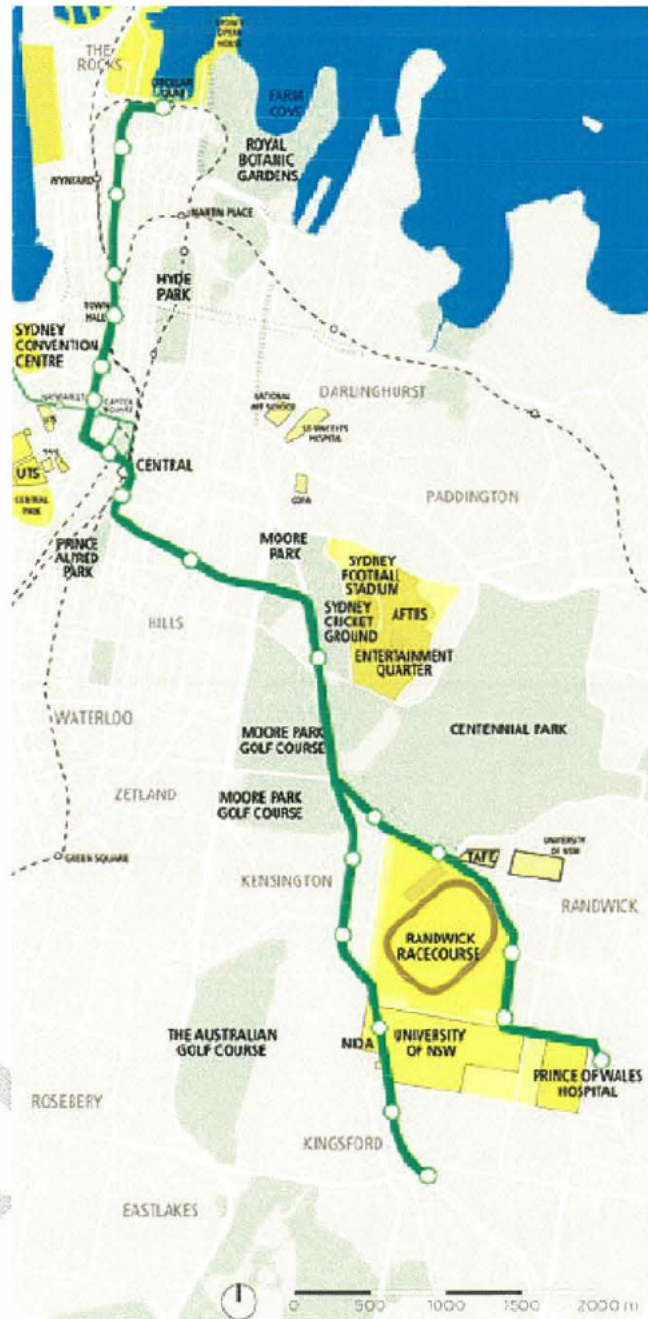
Date: ____ / ____ / 201__

TRAIN : FERRY : BUS

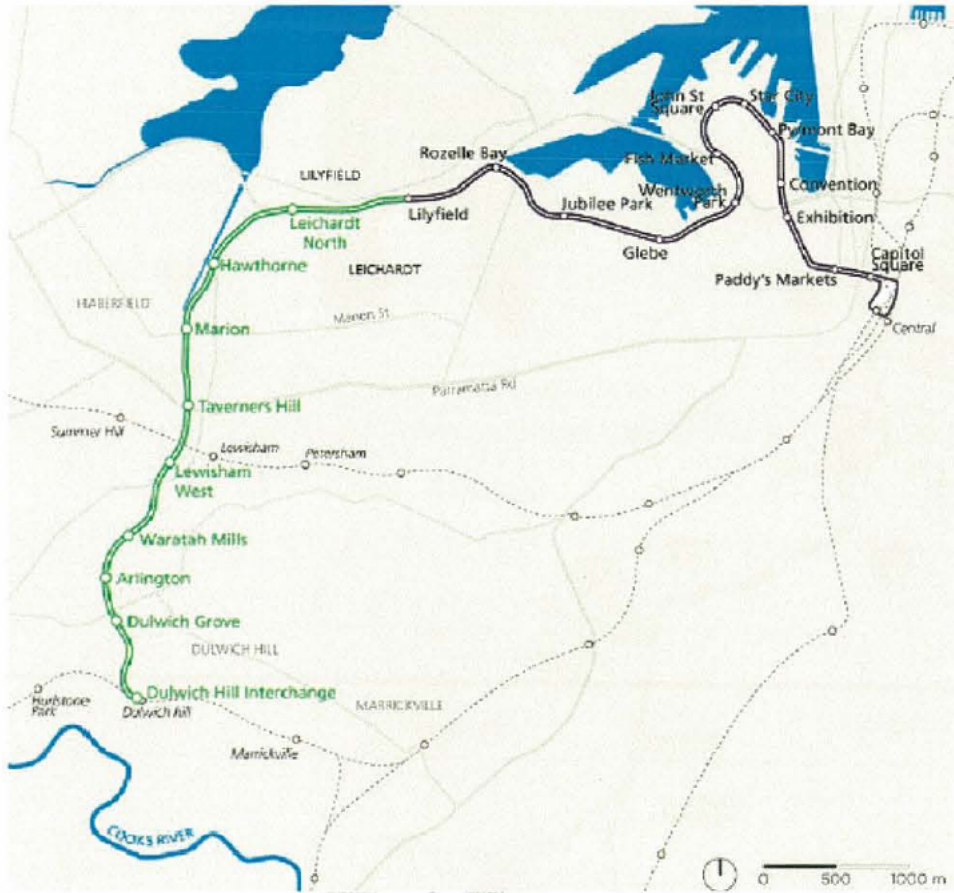
	1	2	3	4	5	6
Route or Line						
ON Stop or Station						
OFF Stop or Station						
Start Time <small>(24 hour format)</small>	:	:	:	:	:	:
End Time <small>(24 hour format)</small>	:	:	:	:	:	:
Direction <small>(to or from city or ...)</small>	To From	To From	To From	To From	To From	To From
Vehicle (No / set) eg 1 / 2	of	of	of	of	of	of
Section of Vehicle <small>("AF", Front Half="F 1/2")</small>						
Runners <small>(not in sample)</small>						
Other Departees <small>(not in sample)</small>						
Number of Passengers on Vehicle (estimate)						
Total Number in Sample <small>(exclude runners & other departees)</small>						
Number Checked <small>(add total of each AO) e.g. 3+4 = 7</small>						
Acceptable to Surveyor #1 <small>("Y" or "N")?</small>						
Acceptable to Surveyor #2 <small>("Y" or "N")?</small>						
Comments:						

Index

APPENDIX 3: CSELR



APPENDIX 3: Inner West Light Rail Network



Indicative

Schedule D2

Information Requirements and Base Case Financial Model amendments in relation to the CDPD Payment

(Clauses 25.2 and 25.5)

1. OVERVIEW

The Base Case Financial Model shall be updated to reflect the CDPD Payment on the CDPD Payment Date and any other matters agreed between OpCo and TfNSW. This Schedule D2 (*Information Requirements and Base Case Financial Model amendments in relation to the CDPD Payment*) outlines the information to be provided and the process for adjustments to the Base Case Financial Model as required by clauses 25.2(c)(iii)(B) and 25.2(e) of the Operative Provisions.

2. INFORMATION TO BE PROVIDED

The following information (including detailed calculations) should be provided by OpCo:

- (a) the amount of actual Senior Debt (as defined in Schedule D6 (*Termination Payments*)) that will be outstanding on the CDPD Payment Date;
- (b) the amount of Senior Debt forecast in the Base Case Financial Model to be outstanding on the CDPD Payment Date;
- (c) OpCo's calculation of the CDPD Amount (**CDPD Calculated Amount**);
- (d) any other matters agreed with TfNSW;
- (e) the Base Case Financial Model switched to "*Scenario 2 – CDPD Conditions Met*" and updated only with:
 - (i) the CDPD Calculated Amount;
 - (ii) OpCo's proposed CDPD Payment Date; and
 - (iii) any other matters agreed with TfNSW,

the Base Case Financial Model should be optimised and solved in accordance with clause 5 (*Financial model solving steps*) of this Schedule D2 (*Information Requirements and Base Case Financial Model amendments in relation to the CDPD Payment*); and

- (f) the amount of the Service Payment post the CDPD Payment Date.

3. TfNSW AGREEMENT OF CDPD PARAMETERS

- (a) In accordance with clause 25.2(c)(iv) of the Operative Provisions, TfNSW's Representative will inform OpCo whether TfNSW's Representative agrees or disagrees with the CDPD Calculated Amount.
- (b) If TfNSW's Representative agrees with the CDPD Calculated Amount, TfNSW's Representative will confirm the CDPD Payment Date to OpCo as part of the written notice under clause 25.2(c)(iv)(A) of the Operative Provisions.
- (c) If TfNSW's Representative disagrees with the CDPD Calculated Amount, then 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 (*Dispute resolution*) of the Operative Provisions.

4. AMENDMENTS TO THE BASE CASE FINANCIAL MODEL

- (a) Within 5 Business Days after the CDPD Payment Date, OpCo should provide TfNSW's Representative with the updated Base Case Financial Model in accordance with clause 25.2(e) of the Operative Provisions, updated for the CDPD Amount and the CDPD Payment Date. The updated Base Case Financial Model should be optimised and solved in accordance with clause 5 of this Schedule D2 (*Information Requirements and Base Case Financial Model Amendments in relation to the CDPD Payment*).
- (b) On a date agreed by OpCo and TfNSW's Representative:
 - (i) the updated Base Case 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 (*Updates to Base Case Financial Model*) of the Operative Provisions; and
 - (ii) the relevant clauses of Schedule D1 (*Service Payment Regime*) will be replaced with the relevant outputs from the updated Base Case Financial Model.

5. 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 the Base Case Financial Model to verify the updated Base Case Financial Model provided by OpCo.

5.1 Step 1 (Choosing Scenario 2 – CDPD Conditions Met and updating key inputs for CDPD Amount and CDPD Payment Date)

- (a) In setting the CDPD Payment Date, go to the 'Inputs' worksheet and input the number of years post the Date of Completion that the CDPD Payment Date will occur into cell O329.
- (b) The Date of Completion is contained in Cell O48. If, at Completion, the Date of Completion has changed, enter the new date into O64. To confirm this has been done correctly, the CDPD date as it appears in cell O327 should be equal to the CDPD Payment Date.

5.2 Step 2 (Model Optimisation)

- (a) On the 'Optimise' worksheet, click the "Solve" button. This will run a series of macros to optimise the Proposed Base Case Financial Model and may take around 5 minutes to complete.

5.3 Step 3 (Equity Assumptions)

- (a) On the 'Optimise' worksheet, click the "Conditional Debt Pay Down Turn On" button.
- (b) On the 'Optimise' worksheet, click the "Equity Assumptions" button under the "Solver – Conditional Debt Pay Down" window (cells X10:AC21). This sets the model assumptions to the Government/Equity assumptions.

5.4 Step 4 (Error Review)

Once the Proposed Base Case Financial Model has been solved, it needs to be checked to ensure there are no errors and various minimum conditions are met. The Proposed Base Case Financial Model contains checks to ensure the minimum conditions for IRR, DSCR, LLCR and gearing are met, but for completeness a number of checks should be undertaken.

On the 'Optimise' worksheet, the cell reference K2 should state "OK". If it does not, the cause of error needs to be investigated. An error review can be undertaken on the Checks sheet.

6. UPDATING MODEL OUTPUT SCHEDULES

Once the financial model is resolved, outputs from the solved Base Case Financial Model, reflected in the Model Output Schedules will be used to update various legal documents. Those updated documents are set out in Table 1 – Model Output Schedules.

Table 1 – Model Output Schedules

Output Schedule	Document Reference		Worksheet
Project Deed Documents			
Project Deed	Project Deed		PD
Schedule D1			D1
Schedule D6			D6
Schedule D13			D13
Financing Documents			
Syndicated Facility Agreement	Syndicated Agreement	Facility	SFA
Receivables Purchase Deed	Receivables Deed	Purchase	RPD
On Loan Agreement	On Loan Agreement		OLA

Schedule D3
Base Case Financial Model

(Clause 1.1)

Schedule D4
Net Financial Impact

(Clauses 6A, 6B, 15.5, 26.6 and 29.16)

1. APPLICATION

Subject to the Operative Provisions, OpCo is entitled to be compensated for the Net Financial Impact of the following events (**NFI Events**):

- (a) Compensation Events;
- (b) Modifications directed by TfNSW under clause 29 (*TfNSW initiated Modifications*) of the Operative Provisions;
- (c) the Alison Road Works; and
- (d) the Property Noise Attenuation Works.

2. CALCULATION OF NET FINANCIAL IMPACT

- (a) Subject to clauses 2(b), 2(c), 2(d), 2(e), 2(f) and 2(g) the Net Financial Impact of a NFI Event will be calculated having regard to:
 - (i) the incremental costs which OpCo incurs or will incur as a result of the NFI Event, including:
 - (A) design and construction costs which are the actual incremental direct costs of plant, labour, materials and subcontractors directly engaged in the construction of the relevant SLR Works;
 - (B) operation and maintenance costs;
 - (C) financing costs;
 - (D) external third party advisory costs;
 - (E) OpCo's Contractors' overhead and margin costs; and
 - (F) if applicable, OpCo's overhead and margin 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 (including subcontractors) incurred by OpCo as a result of the NFI Event.
- (b) For the purposes of calculating the Net Financial Impact of a NFI Event under paragraph (ka) of the definition of "Compensation Event" this clause 2(b) will apply and clause 2(a) will not apply and will be calculated having regard to:

(i) subject to the other provisions of this clause 2(b), direct third party incremental costs (including for the avoidance of doubt, the D&C Contractor) only which will include:

- (A) extra over design costs;
- (B) incremental materials costs;
- (C) incremental invoiced labour and plant costs such as the cost of engagement of a new work crew if this is required as a result of the relevant Utility Works Event, but excluding the costs of an existing work crew available to be deployed on the relevant Utility Works Event;
- (D) incremental traffic management or temporary works; and
- (E) the incremental costs of insurances,

but which will not include:

- (F) fixed or time based preliminaries, including:
 - (aa) hoardings, lighting, signage or fencing or office costs;
 - (bb) accommodation, office travel or transport;
 - (cc) services or utilities;
 - (dd) training or first aid;
 - (ee) cleaning;
 - (ff) on site or offsite fees or charges;
 - (gg) vehicles;
 - (hh) surveyor security, administration or systems costs; or
- (ii) any delay costs (other than those determined under paragraph (d)(vi) below),

and will have regard to:

- (G) any costs which OpCo has either provided for at the date of this deed or which should have been provided for in order for the Utility Service to be dealt with as indicated in the Initial Utility Service Treatment Plan;
- (H) any cost savings which accrue or which accrue to OpCo as a result of the Utility Works Event;
- (I) any insurance proceeds, damages, compensation or other revenue which OpCo receives or is entitled to receive as a result of the Utility Works Event; or
- (J) any costs in respect of a Utility Works Event referred to in paragraph (d) of the definition of Utility Works Event which relates to Fee Areas 15 to 31 (including the intervening intersection between Fee Area 14

and Fee Area 15 and intervening intersections between these Fee Areas to the boundary of the Project Site);

(ii) OpCo will not be entitled to any amount under clause 3.5 of this Schedule D4 (*Net Financial Impact*) on account of profit or overheads or any margin on account of a Core Contractor's profit or overheads, for carrying out the additional or varied works in relation to the Utility Services;

(iii) subject to paragraph (d)(vi) below, TfNSW will only be liable for the portion of the negative Net Financial Impact described in the calculation at paragraph (i) above in respect of each Utility Works Event referred to at paragraphs (a), (b) and (d) of the definition as follows:

- (A) from [redacted] to [redacted], [redacted] of the Net Financial Impact;
- (B) from [redacted] to [redacted]:
 - (aa) [redacted] of the Net Financial Impact from [redacted] to [redacted]; and
 - (bb) [redacted] of the Net Financial Impact from [redacted] to [redacted]; and
- (C) from [redacted] upwards:
 - (aa) [redacted] of the Net Financial Impact from [redacted] to [redacted];
 - (bb) [redacted] of the Net Financial Impact from [redacted] to \$[redacted]; and
 - (cc) [redacted] of the Net Financial Impact from [redacted],

on the basis that the thresholds in paragraphs (A) to (C) apply to the aggregate cost and revenue impacts of each Utility Works Event on a per event basis;

(iv) subject to paragraph (d)(vi) below, the portion of any Net Financial Impact calculated pursuant to paragraph (i) above in respect of any Utilities Works Event referred to at paragraph (c) of the definition of Utility Works Event will be shared between TfNSW and OpCo as follows:

TfNSW share	OpCo share
[redacted]	[redacted]

(v) if the aggregate Net Financial Impact borne by OpCo in respect of all Utility Works Events falling within clauses 2(b)(iii) or 2(b)(iv)(after the application of the liability thresholds referred to in those clauses and disregarding any Utility Works Event which has a Net Financial Impact of [redacted] or less on a per event basis) exceeds, separately:

- (A) [redacted] for Fee Areas 1 to 14 (including intervening intersections between these Fee Areas to the boundary of the Project Site); or
- (B) [redacted] for Fee Areas 15 to 31 (including the intervening intersection between Fee Area 14 and Fee Area 15 and intervening

intersections between these Fee Areas to the boundary of the Project Site),

then TfNSW will only be liable for the portion of the negative Net Financial Impact of further Utility Works Events falling within clauses 2(b)(iii) and 2(b)(iv) calculated in accordance with paragraph (i) above and occurring within the area where the cap has been reached as follows:

- (C) if the Net Financial Impact of the Utilities Works Event is [REDACTED] or less, [REDACTED] of the Net Financial Impact; and
- (D) if the Net Financial Impact of the Utilities Works Event is [REDACTED] or more, [REDACTED] of the Net Financial Impact from [REDACTED] upwards,

on the basis that the thresholds in paragraphs (C) and (D) apply to the aggregate cost and revenue impacts of each Utility Works Event on a per event basis; and

(vi) in respect of a Utility Works Event referred to in:

- (A) paragraph (a) of the definition of Utility Works Event;
- (B) paragraph (b) of the definition of Utility Works Event to the extent it occurs in Fee Areas 1 to 14 (including intervening intersections between these Fee Areas to the boundary of the Project Site);
- (C) paragraph (c) of the definition of Utility Works Event;
- (D) paragraph (d) of the definition of Utility Works Event,

but not otherwise, delay costs (including OpCo holding costs, O&M Contractor holding costs and Financing Components) for any day by which the Date for Completion is extended under clause 26 (*Compensation Events*) and 27 (*Relief Events*) of the Operative Provisions as a direct consequence of the Utility Works Event, provided that:

- (E) such delay costs shall not include any amount in respect of D&C Contractor holding costs; and
- (F) the Financing Components of such delay costs will be calculated and paid in accordance with clause 3.9.

(c) For the purposes of calculating the Net Financial Impact of a NFI Event under paragraph (kb) of the definition of "Compensation Event" this clause 2(c) will apply and clause 2(a) will not apply and will be calculated having regard to:

- (i) subject to the other provisions of this clause 2(c), direct third party incremental costs only which will include:
 - (A) extra over design costs;
 - (B) incremental materials costs;
 - (C) incremental invoiced labour and plant costs;
 - (D) traffic management or temporary works; and
 - (E) fees and insurances;

but which will not include:

- (F) fixed or time based preliminaries, including:
 - (aa) hoardings, lighting, signage or fencing or office costs;
 - (bb) accommodation, office travel or transport;
 - (cc) services or utilities;
 - (dd) training or first aid;
 - (ee) cleaning;
 - (ff) on site or offsite fees or charges;
 - (gg) vehicles;
 - (hh) surveyor security, administration or systems costs; or
- (ii) any delay or holding costs,

and will have regard to:

- (G) any costs which OpCo has provided for at the date of this deed for the Existing Asset Defect;
 - (H) any cost savings which accrue or which accrue to OpCo as a result of the Existing Asset Defect; or
 - (I) any insurance proceeds, damages, compensation or other revenue which OpCo receives or is entitled to receive as a result of the Existing Asset Defect or if OpCo would have been indemnified by a policy of insurance in respect of the Existing Asset Defect but for the operation of the deductible then the amount that would have been so indemnified will be deemed to be for the account of OpCo and will not form part of TfNSW's share in paragraph (c)(iv);
- (ii) OpCo will not be entitled to any amount under clause 3.5 of this Schedule D4 (*Net Financial Impact*) on account of profit or overheads or any margin on account of a Core Contractor's profit or overheads, for carrying out the additional or varied works in relation to the Existing Asset Defect;
- (iii) subject to paragraph (v), TfNSW will only be liable for the portion of the negative Net Financial Impact described in the calculation at paragraph (i) above as follows:
- (A) from [REDACTED] to [REDACTED], [REDACTED] of the Net Financial Impact;
 - (B) from [REDACTED] upwards:
 - (aa) [REDACTED] of the Net Financial Impact from [REDACTED] to [REDACTED]; and
 - (bb) [REDACTED] of the Net Financial Impact from [REDACTED],

on the basis that the thresholds in paragraphs (A) and (B) apply to the aggregate cost and revenue impacts of each Existing Asset Defect on a per event basis but provided that in respect of an Existing Asset

Defect which is a Structural Defect TfNSW will be liable for the entire Net Financial Impact;

- (iv) if the aggregate Net Financial Impact borne by OpCo in respect of all Existing Asset Defects after the application of the liability thresholds referred to in paragraph (iii) above and falling within this clause 2(c) (disregarding any Existing Asset Defect which has a Net Financial Impact of [REDACTED] or less on a per event basis) exceeds [REDACTED], then TfNSW will only be liable for the negative Net Financial Impact of further Existing Asset Defects described in the calculation at paragraph (i) above as follows:
 - (A) from [REDACTED] to [REDACTED], [REDACTED] of the Net Financial Impact; and
 - (B) from [REDACTED] upwards:
 - (aa) [REDACTED] of the Net Financial Impact from [REDACTED] to [REDACTED]; and
 - (bb) [REDACTED] of the Net Financial Impact from [REDACTED] upwards,on the basis that the thresholds in paragraphs (A) and (B) apply to the aggregate cost and revenue impacts of each Existing Asset Defect on a per event basis, provided that in respect of an Existing Asset Defect which is a Structural Defect, TfNSW will be liable for the entire Net Financial Impact;
 - (v) OpCo will only be entitled to compensation (including in respect of a Structural Defect) to the extent that OpCo is not indemnified in respect of the effects of such occurrence by a policy of insurance or would have been indemnified by a policy of insurance required under this deed if OpCo had complied with its obligations under this deed; and
 - (vi) each amount referred to in this clause 2(c) will be CPI Indexed.
- (d) For the purposes of calculating the Net Financial Impact of a NFI Event under paragraph (kc) of the definition of "Compensation Event" this clause 2(d) will apply and clause 2(a) will not apply. OpCo will be entitled to:
- (i) the reimbursement of costs in accordance with clause 11.4B(b) of the Operative Provisions but no other costs or losses other than set out in paragraph (ii) below; and
 - (ii) delay costs (including OpCo holding costs, O&M Contractor holding costs and Financing Components) for any day by which the Date for Completion is extended under clause 27 of the Operative Provisions as a direct consequence of the event, provided that:
 - (A) such delay costs shall not include any amount in respect of D&C Contractor holding costs;
 - (B) the Financing Components of such delay costs will be calculated and paid in accordance with clause 3.9; and
 - (C) OpCo's entitlement under this paragraph (d)(ii) will not exceed [REDACTED] [REDACTED] in the aggregate.
- (e) For the purposes of calculating the Net Financial Impact of a NFI Event under clause 6A.6 of the Operative Provisions clause 2(a) will apply. For any Net Financial Impact of any Modification proposed pursuant to clauses 6A.6 which relates to events which are not included in the Net Financial Impact of the items

referred to in clause 6B, the parties will each bear the Net Financial Impact on a cumulative basis as follows:

NET FINANCIAL IMPACT	Percentage borne by OpCo	Percentage borne by TfNSW
Less than or equal to █ █	█ of the Net Financial Impact less than or equal to █	█ of the Net Financial Impact less than or equal to █
Greater than █ but less than or equal to █	█ of the Net Financial Impact in excess of █ but less than or equal to █	█ of the Net Financial Impact in excess of █ but less than or equal to █
Greater than █	█ of the Net Financial Impact in excess of █	█ of the Net Financial Impact in excess of █

- (i) TfNSW will not be liable to pay any overhead or margin costs of OpCo or its Core Contractors as part of any Net Financial Impact which it bears under clause 6A.6 of the Operative Provisions save for overhead or margin costs which relate to that part of the Net Financial Impact which is greater than █;
 - (ii) if and to the extent that the Net Financial Impact in respect of a NFI Event under clause 6A.6 is a positive amount, then █ of the benefit will be for the benefit of TfNSW; and
 - (iii) the thresholds apply to the aggregate of all Modifications proposed pursuant to clauses 6A.6 which relate to events which are not included in the Net Financial Impact of the items referred to in clauses 6(B).
- (f) For the purposes of calculating the Net Financial Impact of a NFI Event under clause 15.5 (*Alison Road Works*) of the Operative Provisions, this clause 2(f) will apply and clause 2(a) will not apply:
- (i) subject to the other provisions of this clause 2(f), the amount to be paid by either TfNSW or OpCo for the Alison Road Works is as follows:
 - (A) the sum of:
 - (aa) subcontractor invoiced costs;
 - (bb) supplier invoiced costs;
 - (cc) the actual wages and statutory on-cost for tradesmen and labourers;
 - (dd) █ of the sum of the amounts in paragraphs (aa) to (cc) for D&C Contractor on-site overheads;
 - (ee) █ of the sum of the amounts in paragraphs (aa) to (dd) for D&C Contractor off-site overheads and margins;

The amounts in paragraph (aa) to (cc) are referable to the direct costs of actual construction of the Alison Road Works and will exclude any amounts for OpCo's Activities relating to:

- (ff) attendant labour, supervision, management, surveillance, safety, communication, first aid, traffic management vehicles, small tools, training or planning;
- (gg) design, testing, observation or certification; and
- (hh) facilities, Temporary Works, Utility Services, amenities, protection, security, plant and equipment or other overhead or preliminary items;

less:

(B) [REDACTED]

(being the **Alison Road Works Total Determined Cost**);

(ii) where:

- (A) the Alison Road Works Total Determined Cost is a positive amount at the Completion of the Alison Road Works, TfNSW will pay OpCo that amount in accordance with clause 6.2(b) of Schedule D4 upon presentation of reasonable evidence of such costs; and
- (B) the Alison Road Works Total Determined Cost is a negative amount at the Completion of the Alison Road Works, OpCo will pay TfNSW that amount within 20 Business Days of Completion of the Alison Road Works.

(iii) subject to the other express entitlements under this deed, neither OpCo, nor the Core Contractors will be entitled to any amount representing delay costs including debt financing costs, foregone equity distributions D&C holding costs, O&M holding costs or OpCo holding costs as a direct consequence of performing the Alison Road Works.

(g) For the purposes of calculating the Net Financial Impact of a NFI Event under clause 6B of the Operative Provisions, this clause 2(g) will apply and clause 2(a) will not apply and will be calculated having regard to:

(i) subject to the other provisions of this clause 2(b), direct third party costs (including for the avoidance of doubt, the D&C Contractor) only for Property Noise Attenuation Works which will include:

- (A) materials costs;
- (B) invoiced labour and plant costs,

but which will not include:

- (C) fixed or time based preliminaries, including:
 - (aa) hoardings, lighting, signage or fencing or office costs;
 - (bb) accommodation, office travel or transport;
 - (cc) services or utilities;
 - (dd) training or first aid;
 - (ee) cleaning;
 - (ff) on site or offsite fees or charges;
 - (gg) vehicles; or
 - (hh) surveyor security, administration or systems costs;
- (ii) OpCo will not be entitled to any amount under clause 3.5 of this Schedule D4 (*Net Financial Impact*) on account of profit or overheads or any margin on account of a Core Contractor's profit or overheads, for carrying out the Property Noise Attenuation Works;
- (iii) subject to other express entitlements under this deed, neither OpCo nor the Core Contractors will be entitled to any amount representing delay costs including debt financing costs, foregone equity distributions, D&C holding costs, O&M holding costs or OpCo holding costs as a direct consequence of performing the Property Noise Attenuation Works.
- (iv) the parties will each bear the Net Financial Impact of the Property Noise Attenuation Works calculated at paragraphs (g)(i) to g(iii) on a cumulative basis as follows:

NET FINANCIAL IMPACT	Percentage borne by OpCo	Percentage borne by TfNSW
Less than or equal to [REDACTED]	[REDACTED] of the Net Financial Impact less than or equal to [REDACTED]	[REDACTED] of the Net Financial Impact less than or equal to [REDACTED]
Greater than [REDACTED] but less than or equal to [REDACTED]	[REDACTED] of the Net Financial Impact in excess of [REDACTED] but less than or equal to [REDACTED]	[REDACTED] of the Net Financial Impact in excess of [REDACTED] but less than or equal to [REDACTED]
Greater than [REDACTED]	[REDACTED] of the Net Financial Impact in excess of [REDACTED]	[REDACTED] of the Net Financial Impact in excess of [REDACTED]

- (h) If in any month the incremental costs and loss of revenue (where relevant) incurred or suffered by OpCo as a result of a NFI Event exceeds the cost savings or revenue (where relevant) derived by OpCo as a result of the NFI Event, the Net Financial Impact for that month will be a negative amount.

- (i) If in any month the cost savings or revenue (where relevant) derived by OpCo as a result of the NFI Event exceeds the incremental costs and loss or revenue (where relevant) incurred or suffered by OpCo as a result of a 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 are to be verifiable on an Open Book Basis must:

- (a) be fair and reasonable;
- (b) reflect commercial arm's length arrangements;
- (c) where applicable, be based on and consistent with actual costs incurred by OpCo or an OpCo Contractor; and
- (d) where relevant to a type of Modification, the agreed price options set out in Schedule D5 (*Pre-Agreed Options*).

3.3 Non-compliance with other obligations

The Net Financial Impact of a 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, other than to the extent the parties agree that an obligation is adversely affected by the relevant NFI Event.

3.4 Mitigation

Without limiting clause 3.3 (*Non-compliance with other obligations*), the Net Financial Impact of a 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 (*Non-compliance*) of the Operative Provisions.

3.5 Overheads and margin

- (a) Subject to clause 3.5(b), OpCo will not be entitled to any amount on account of profit or overheads in respect of any incremental costs incurred as a result of a NFI Event.
- (b) If the Net Financial Impact of a Modification excluding OpCo's overhead and margin costs exceeds [REDACTED], OpCo will be entitled to charge [REDACTED] on the incremental costs on account of overheads and profit.
- (c) OpCo must ensure that amounts charged by any of OpCo's Contractors listed in the table below on the incremental design and construction or operations and maintenance costs on account of overheads and profit do not exceed the amounts specified below:

Contractor	Maximum amount on account of overheads and profit
D&C Contractor	[REDACTED]
O&M Contractor	[REDACTED]
Significant Contractors (other than those referred to in clauses 1(c) and 1(d) of Schedule A9 (<i>Significant Contracts</i>)).	[REDACTED]

3.6 Redundancy payments

Any redundancy payments which are necessary as a result of a 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 those redundancies.

3.7 Insurance costs

All insurance cost impacts must be included in the calculations, until the next adjustment in accordance with clause 39.16 (*Benchmarking of Insurances*) of the Operative Provisions.

3.8 Expiry Date

The calculations will assume that the Term will end on the Expiry Date.

3.9 [REDACTED]
 [REDACTED]
 [REDACTED]

4. **FINANCING**

If TfNSW requests that OpCo fund some or all of the incremental costs arising from a NFI Event, OpCo must:

- (a) use all reasonable endeavours to obtain competitive financing for such costs; and
- (b) advise TfNSW of the basis (if any) on which OpCo 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 cost and revenue impacts of General Changes in Law (other than with respect to Tax) or General Changes in NSW Government Policy throughout the Term:

- (a) **(capital expenditure):** for capital cost impacts on OpCo of:
 - (i) each General Change in Law (other than with respect to Tax):
 - (A) from \$0 to \$250,000, 0% of the capital cost component of the Net Financial Impact; and
 - (B) from \$250,001 upwards:
 - (aa) 0% of the capital cost component of the Net Financial Impact from \$0 to \$250,000; and
 - (bb) 100% of the capital cost component of the Net Financial Impact from \$250,001; and
 - (ii) all General Changes in NSW Government Policy throughout the Term in aggregate:

- (A) from \$0 to \$250,000, 0% of the capital cost component of the Net Financial Impact; and
- (B) from \$250,001 upwards:
 - (aa) 0% of the capital cost component of the Net Financial Impact from \$0 to \$250,000; and
 - (bb) 100% of the capital cost component of the Net Financial Impact from \$250,001; and
- (b) **(operating costs and revenues)**: for the aggregate of all operating cost and/or revenue impacts on OpCo per month of all General Changes in Law (other than with respect to Tax) and all 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 upwards 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) 100% of the operating cost and/or revenue component of the Net Financial Impact from \$50,001.
- (c) Each amount referred to in this clause 5.2 (*General Change in Law or General Change in NSW Government Policy*) will be CPI Indexed.

5.3 **Beneficial Change in Law or 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 which results in a positive Net Financial Impact, OpCo must pay TfNSW for the portion of the positive Net Financial Impact as follows and on the basis that the thresholds apply to the aggregate cost and revenue impacts of each General Change in Law (other than with respect to Tax) or each General Change in NSW Government Policy throughout the Term:

- (a) **(capital expenditure)**: for capital cost benefits on OpCo of each General Change in Law (other than with respect to Tax) or each General Change in NSW Government Policy:
 - (i) from \$0 to \$250,000, 0% of the capital cost component of the Net Financial Impact; and
 - (ii) from \$250,001 upwards:
 - (A) 0% of the capital cost component of the Net Financial Impact from \$0 to \$250,000; and
 - (B) 100% of the capital cost component of the Net Financial Impact from \$250,001; and
- (b) **(operating costs and revenues)**: for operating cost and/or revenue benefits on OpCo of each General Change in Law (other than with respect to Tax) or each

General Change in NSW Government Policy where the decreased 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; and
- (ii) from \$50,001 upwards 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) 100% of the operating cost and/or revenue component of the Net Financial Impact from \$50,001.
- (c) Each amount referred to in this clause 5.3 (*Beneficial Change in Law or Change in NW Government Policy*) will be CPI Indexed.

6. COMPENSATION ARRANGEMENTS

6.1 If agreed

- (a) The parties can agree that OpCo will be compensated for the Net Financial Impact of a NFI Event by:
 - (i) an adjustment to the Indexed Availability Fee (as defined in Schedule D1 (*Service Payment Regime*)) or the Indexed Lifecycle Component (as defined in Schedule D1 (*Service Payment Regime*));
 - (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 then TfNSW 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 a 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 a 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 (*Claims for payment*) in accordance with clause 25 (*Payment provisions*) of the Operative Provisions. Without limiting clause 25.10 (*Set-off*) 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 (*Claims for payment*).

SCHEDULE D5

Pre-Agreed Options

PART A – OPTION 1A

1. DETAILS FOR OPTION 1A

- (a) The "Effective Date" for Option 1A (**Option 1A**), as referred to in clause 31 (*Pre-Agreed Options*) of the Operative Provisions, will be the date on which TfNSW directs OpCo to implement Option 1A by giving notice to OpCo in accordance with clause 31(a) of the Operative Provisions.
- (b) The details for Option 1A are set out in the table below.

Option 1A	Supply of 2 additional CSELRVs
Option commencement date	Financial Close
Last Election Date	██████████
Minimum order of CSELRVs	2
Restriction on exercise of Option	Option can only be exercised once for 2 CSELRVs
Delivery Date for additional CSELRVs, being the date by which the Additional CSELRV Acceptance Requirements are required to have been achieved in accordance with clause 19.4A(a) of the Operative Provisions	Delivery of the additional CSELRVs is required by the Date of Completion (but do not form part of the requirements for Completion under clause 19.4 of the Operative Provisions).

2. PRINCIPLES RELATING TO THE EXERCISE OF OPTION 1A

- (a) If TfNSW directs OpCo to implement Option 1A, OpCo must implement it.
- (b) If Option 1A is exercised OpCo shall be required to deliver the additional CSELRVs under Option 1A, being the **Option 1A CSELRVs**, to the same specifications and in the same manner as OpCo is required to deliver the Additional Required CSELRVs, unless otherwise agreed with TfNSW.
- (c) OpCo is required to achieve the Additional CSELRV Acceptance Requirements for each Option 1A CSELRV by the Date of Completion as provided for in clause 19.4A(a) of the Operative Provisions, as evidenced by the issue of a Certificate of Additional CSELRV Acceptance by the Independent Certifier. If the Additional CSELRV Acceptance Requirements in respect of an Option 1A CSELRV have not been achieved prior to the Date of Completion then OpCo shall be liable to pay liquidated damages to TfNSW in respect of the Option 1A CSELRVs in accordance with clause 19.14 of the Operative Provisions.
- (d) If TfNSW is considering exercising Option 1A, TfNSW may request OpCo to provide a funding proposal. As soon as reasonably practicable following TfNSW's request OpCo must provide TfNSW with details of the basis (if any) on which OpCo is able to fund the exercise of Option 1A and the Net Financial Impact (taking into account

the agreed Service Payment adjustments, capital expenditure and other costs forming part of Option 1A as referred to in this Schedule D5 (*Pre-Agreed Options*)). TfNSW may decide to accept the funding proposal and issue a Modification Order under clause 29 (*TfNSW initiated Modifications*) of the Operative Provisions to do so, or alternatively fund Option 1A itself.

- (e) Without prejudice to paragraph 2(d) above, this Schedule D5 (*Pre-Agreed Options*) is based on the assumption that TfNSW will fund Option 1A. If TfNSW accepts a funding proposal by OpCo, the consequential changes required to this Schedule D5 (*Pre-Agreed Options*) will be implemented via a Modification.
- (f) To the extent that any changes arising from the exercise of Option 1A are not already provided for in the Operative Provisions or this Schedule D5 (*Pre-Agreed Options*), the process in clause 29 (*TfNSW initiated Modifications*) of the Operative Provisions will apply, but without prejudice to OpCo's obligation to implement Option 1A.
- (g) OpCo acknowledges that TfNSW's rights in respect of Option 1A under this Schedule D5 (*Pre-Agreed Options*) may be exercised in conjunction with any Expansion Modification or Augmentation to be developed and, if agreed, implemented by the parties pursuant to Schedule D9 (*Augmentations*). If this is the case then the capital costs for the Option 1A CSELRVs will be as determined by this Part A of Schedule D5 (*Pre-Agreed Options*).

3. **INSURANCE FOR OPTION 1A CSELRVs**

From the Effective Date the insurances which OpCo is required to effect and maintain (or cause to be effected and maintained) pursuant to the terms of clause 39 of the Operative Provisions and Schedule D10 (*Insurances*) which cover the delivery, testing and commissioning of the Additional Required CSELRVs must be extended to cover the Option 1A CSELRVs.

4. **OPTION 1A: PRICING AND PRICING AMENDMENTS**

In this Part A reference to the **Invoice Date** means the date on which OpCo submits an invoice to TfNSW in accordance with paragraph 6 (*Capital Cost Payment Terms*) for payment for an achieved milestone.

4.1 **Pricing**

The pricing set out below shall apply to the Option 1A CSELRVs to be provided by OpCo if TfNSW exercises Option 1A. The prices referred to in paragraphs (a) and (b) are in each case the price as at 1 June 2014, which is adjustable in accordance with paragraphs 4.2 and 4.3, as applicable, of this Schedule D5 (*Pre-Agreed Options*).

The parties acknowledge that the Independent Certifier costs referred to in paragraph (c) will be borne by TfNSW. Prior to TfNSW directing OpCo to implement Option 1A TfNSW may request OpCo to provide details of the proposed increase in the Fee (as defined in the Independent Certifier Deed) of the Independent Certifier to take into account the services the Independent Certifier will be required to perform in respect of the Option 1A CSELRVs. OpCo shall provide such details as soon as reasonably practicable.

(a) Purchase price of each additional Option 1A CSELRV

Refer to the Option 1A section in the Model Outputs Schedule.

Such pricing does not include the provision of the insurance that OpCo is required to effect and maintain pursuant to paragraph 3 (*Insurance for Option 1A CSELRVs*). TfNSW will pay [REDACTED] of the cost of the insurance premium attributable to the Option 1A CSELRVs. The payment of the insurance costs will be implemented as a Modification.

(b) Capital costs in respect of the provision of additional spare parts for an Option 1A CSELRV

Refer to the Option 1A section in the Model Outputs Schedule.

(c) Additional Independent Certifier costs

The purchase price referred to in paragraph (a) above does not include any additional Independent Certifier costs associated with the implementation of Option 1A. Notwithstanding clause 2(a) of Schedule 2 (*Payment Schedule*) of the Independent Certifier Deed but subject to clause 2(b) of Schedule 2 (*Payment Schedule*) of the Independent Certifier Deed, TfNSW will pay [REDACTED] of any adjustments to the Fee (as defined in the Independent Certifier Deed) arising out of implementation of Option 1A.

(d) Operations and maintenance costs

Once the Additional CSELRV Acceptance Requirements in respect of an Option 1A CSELRV have been achieved and the Date of Completion has occurred, then the Service Payment will be adjusted in accordance with Schedule D1 (*Service Payment Regime*) to reflect whether the Option 1A CSELRV is required to be stabled at the Randwick Light Rail Facility but not run, or put into service as part of the CSELRV fleet pursuant to a Service Change as follows:

- (i) Operations and maintenance costs per additional Option 1A CSELRV when Option 1A CSELRV stabled at the Randwick Light Rail Facility but not run

Refer to the Option 1A section in the Model Outputs Schedule.

- (ii) Operations and maintenance costs when CSELRV put into operation as part of the CSELRV fleet

For the operations and maintenance costs for up to 32 CSELRVs refer to Schedule D1 (*Service Payment Regime*).

If the Option 1A CSELRV is stabled and not run but is then subsequently required to be put into operation pursuant to a Service Change then the Service Payment will be adjusted accordingly.

4.2 Adjustments

(a) Escalation adjustment for those parts of the additional Option 1A CSELRV purchase price and capital cost payment for additional spare parts denominated in Euros in the Model Outputs Schedule

Those parts of the additional Option 1A CSELRV purchase price and the capital cost payment for additional spare parts denominated in Euros in the Model Outputs Schedule and which are converted to A\$ as of the Effective Date in accordance with paragraph 4.3, shall be adjusted on each Invoice Date according to the Contract Price Adjustment (**CPA**) formula indicated below. The CPA formula base date is 1 June 2014.



Where:

[ICHT-IME] _i	= Index of Labour Hourly Rate, all employees, in Mechanical and Electrical Industries (Indice du Coût Horaire du Travail, tous salariés, dans les Industries Mécaniques et Electriques) in month i
[Fsd2] _i	= Index of various products and services B (Indice des produits et services divers B) in month i
[FM0D244401] _i	= Index of semi-products in copper or alloys (Indice des Demi-produits en cuivre ou alliage) in month i
[FM0D244201] _i	= Index for raw Aluminium (Indice de l'Aluminium brut) in month i
[M00D241006] _i	= Index of non-alloy quality steel quarto rolls (Indice des tôles quarto en aciers non alliés de qualité) in month i
[M00D241007] _i	= Index for hot laminated wide band of thickness >= 3 mm (Indice des Grandes bandes laminées à chaud d'épaisseur >= 3mm) in month i
M ₀	= June 2014, CPA Formula base date
P ₀	= Option Price indicated in the Contract on base date M ₀
P	= Option Adjusted Price being the sum of all respective Option milestones payments invocable in month i. i being the date of invoice and i varying from 1 to n
Index [...] ₀	= Corresponds to index value on month M ₀
n	= Represents the total number of individual milestone payments for the relevant Option
i	= The Invoice Date for the relevant payment milestone as set out in clause 5 (Payment Milestones) of this Schedule D5 (Pre-Agreed Options).

Each of the above are published in Official Bulletin for Competition, Consumption and Fraud Prevention, French Government organisation (*Bulletin Officiel de la Concurrence, de la Consommation et de la Répression des Fraudes*) and are also published in Monitor of Building and Construction Works (*Moniteur du Bâtiment et des Travaux Publics*).

(b) Escalation adjustment for those parts of the Option 1A CSELRV purchase price and capital cost for additional spare parts denominated in A\$ in the Model Outputs Schedule

Those parts of the Option 1A CSELRV purchase price and capital cost for additional spare parts denominated in A\$ in the Model Outputs Schedule shall be adjusted on each Invoice Date, applying the formula indicated below with a base date for the calculation of June 2014.

Index Code	Description
C	means the "Labour Price Index: Total Hourly Rates of Pay Excluding Bonuses" (No. 6345) as maintained and published quarterly by the Australian Bureau of Statistics. If the Labour Price Index: Total Hourly Rates of Pay Excluding Bonuses ceases to be published quarterly or its

	method of calculation substantially alters, then the Labour Price Index: Total Hourly Rates of Pay Excluding Bonuses is to be replaced by the nearest equivalent index as selected in good faith by TfNSW's Representative and any necessary consequential amendments are to be made.
M	means the "Consumer Price Index All Groups CPI Sydney" (No. 6401) as maintained and published quarterly by the Australia Bureau of Statistics (ABS). If the Consumer Price Index All Groups CPI Sydney ceases to be published quarterly or its method of calculation substantially alters, then the Consumer Price Index All Groups CPI Sydney is to be replaced by the nearest equivalent index as selected in good faith by TfNSW's Representative and any necessary consequential amendments are to be made.

Total Price (Escalated) =



Where:

C_0 : represents the C index value at June 2014;

C_i : represents the C index value at the Invoice Date;

M_0 : represents the M index value at June 2014;

M_i : represents the M index value at the Invoice Date; and

n: represents the total number of individual payments in the payment schedule.

4.3 Foreign Exchange adjustment

The Euro portion of the prices stated in paragraphs 4.1(a) and 4.1(b) above is to be updated and converted into A\$ in accordance with the following formula as of the Effective Date:



Where:

A_{new} is the new monetary amount in A\$ of the FX component specified in Euros;

B_{old} is the original monetary amount in Euro of the FX component specified in Euros; and

$EA\$_{effective\ date}$ is the EUR/A\$ exchange mid-rate quoted to 5 decimal places for converting the FX component from Euros to A\$ as verified by TCorp and OpCo on the Bloomberg 'BFIX' page at at 9.00 am (Sydney time) on the Effective Date.

If TCorp ceases to verify the EUR/A\$ exchange rate then the parties shall, acting reasonably, agree an alternative reference point for the provision of the exchange rate.

4.4 Schedule of Adjustments

Within 2 Business Days of the Effective Date, OpCo shall deliver to TfNSW a schedule setting out the prices referred to in paragraphs 4.1(a), 4.1(b) and 4.1(c) as at the Effective Date, which will be the prices after the adjustment in paragraph 4.3 of this Schedule D5 (*Pre-Agreed Options*) has been applied, where relevant. The schedule will detail the prices both pre-adjustment and post-adjustment.

4.5 Total compensation

OpCo acknowledges that the prices or adjustments referred to in paragraph 4.1 represent the total compensation payable by TfNSW for the design, engineering, construction, supply, testing and commissioning, operation and maintenance of the Option 1A CSELRVs, subject to the adjustments in paragraphs 4.2 and 4.3, unless separately agreed by TfNSW as a Modification in relation to the exercise of Option 1A.

5. PAYMENT MILESTONES

The following payment milestones will apply to the payment of the amounts in clauses 4.1(a) and 4.1(b).

No	Milestone	CSELRV Payment per CSELRV (refer to paragraph 4.1(a))	Capital Payment for additional spares (refer to paragraph 4.1(b))
1	The Effective Date.	An amount equal to ■ % of the CSELRV price.	An amount equal to ■ % of the capital payment amount for additional spares.
2	The date on which Bogies are received at assembly site as certified by the Independent Certifier.	An amount equal to ■ % of the CSELRV price.	
3	The date on which the Braking System is received at assembly site as certified by the Independent Certifier.	An amount equal to ■ % of the CSELRV price.	
4	The date on which Factory Acceptance Testing of the additional CSELRVs is completed as certified by the Independent Certifier.	An amount equal to ■ % of the CSELRV price.	
5	The date on which the additional CSELRVs are delivered for Site Tests as certified by the Independent Certifier.	An amount equal to ■ % of the CSELRV price.	An amount equal to ■ % of the capital payment amount for additional spares.
6	The date on which the Additional CSELRV	An amount equal to ■ %	

No	Milestone	CSELRV Payment per CSELRV (refer to paragraph 4.1(a))	Capital Payment for additional spares (refer to paragraph 4.1(b))
	Acceptance Requirements have been achieved for the additional CSELRVs as certified by the Independent Certifier in the Certificate of Additional CSELRV Acceptance.	of the CSELRV price,	

In the above table **Factory Acceptance Test** means the factory acceptance for a CSELRV and **Site Test** means the site test for a CSELRV, each to be specified in the Testing and Commissioning Plan.

6. CAPITAL COST PAYMENT TERMS

- 6.1 For the purposes of clause 25.1 (*TfNSW's payment obligations*) of the Operative Provisions, the capital cost payments referred to in paragraphs 4.1(a) and (b) of this Schedule D5 (*Pre-Agreed Options*), which are payable in accordance with the milestone payment schedule set out in paragraph 5 (*Payment Milestones*) of this Schedule D5 (*Pre-Agreed Options*) are payments payable by TfNSW to OpCo under clause 25.1(c) of the Operative Provisions. OpCo may give TfNSW's Representative a claim for payment following completion of each milestone under paragraph 5 (*Payment Milestones*) of this Schedule D5 (*Pre-Agreed Options*), as certified by the Independent Certifier.
- 6.2 The payment processes and requirements under clauses 25.3 (*Payment claims for Service Payments and other amounts*) to 25.11 (*Payment to employees and subcontractors*) of the Operative Provisions apply to the payments to OpCo in relation the capital cost payments referred to in paragraphs 4.1(a) and (b) of this Schedule D5 (*Pre-Agreed Options*).
- 6.3 Without prejudice to clause 25.3(iv)(B) of the Operative Provisions, as part of the evidence submitted as part of its claim for payment in relation to the Option 1A CSELRVs OpCo must provide an original certificate from the Independent Certifier which certifies that the relevant milestone has been achieved.
- 6.4 Any consequential change to the Service Payment in respect of an Option 1A CSELRV will not take effect until the Independent Certifier has certified in a Certificate of Additional CSELRV Acceptance that the Additional CSELRV Acceptance Requirements for that Option 1A CSELRV have been achieved.

7. SERVICE CHANGE LIMITATIONS

- 7.1 The parties acknowledge that the Service Change Limitations for both Long Term Service Changes and Short Term Service Changes referred to in Tables 2 and 3 of clause 11.3 (*Service Change Limitations*) of Schedule D1 (*Service Payment Regime*) at the date of this deed take into account that the CSELRV fleet size may be increased by the additional Option 1A CSLERVs.

PART B – ACCEPTANCE OF ADDITIONAL CSELRVS BY OPCO UNDER OPTIONS 1B AND 2

8. ARRANGEMENTS FOR OPTIONS 1B AND 2

- 8.1 Under the terms of the Alstom CSELRV Supply Agreement Alstom agrees to design, engineer, manufacture, supply, test and commission an additional number of CSELRVs (each an **Additional Option CSELRV**) if TfNSW exercises its rights under Option 1B (**Option 1B**) and/or Option 2 (**Option 2**) of the Alstom CSELRV Supply Agreement.
- 8.2 OpCo acknowledges and agrees that it has received a copy of the Alstom CSELRV Supply Agreement. In this Part B **Actual Date of Delivery, Spares, and Special Tools and Equipment** and **CSELRV Performance Tests** each have the meaning given to it in the Alstom CSELRV Supply Agreement.
- 8.3 In accordance with the terms of the Alstom CSELRV Supply Agreement title to each Additional Option CSELRV (including any Additional Option CSELRVs that are partly completed) and to Spares and Special Tools and Equipment, or any part of them, shall pass to TfNSW upon payment for that item of CSELRV, Spares or Special Tools and Equipment or part of them under the terms of the Alstom CSELRV Supply Agreement .
- 8.4 The details for Option 1B and Option 2 under the Alstom CSLERV Supply Agreement are summarised in the table below:

	Option 1B	Option 2
Option	Supply of up to 16 Additional Option CSELRVs	Supply of up to 16 Additional Option CSELRVs
Option commencement date	██████████	██████████
Last Election Date	██████████	██████████
Minimum order of CSELRVs	4	4
Restriction on exercise of Option	Option can only be exercised once for a minimum of 4 and a maximum of 16 Additional Option CSELRVs, subject to paragraph 8.5 below.	Option can only be exercised once for a minimum of 4 and a maximum of 16 Additional Option CSELRVs, subject to paragraph 8.5 below.
Delivery Date for additional Option CSELRVs, being the date by which the Actual Date of Delivery is required to have been achieved in accordance with the Alstom CSELRV Supply Agreement	For first 4 Additional Option CSELRVs 730 days after the date of exercise of Option 1B by TfNSW. Thereafter, 2 Additional Option CSELRVs per month until the Actual Date of Delivery for all Additional Option CSELRVs which are the subject of Option 1B has	For first 4 Additional Option CSELRVs 730 days after the date of exercise of Option 2 by TfNSW. Thereafter, 2 Additional Option CSELRVs per month until the Actual Date of Delivery for all Additional Option CSELRVs which are the subject of Option 2 has

	Option 1B	Option 2
	been achieved.	been achieved.

- 8.5 Under the Alstom CSELRV Supply Agreement Option 1B and Option 2 operate on an aggregate basis so that no more than 16 Additional Option CSELRVs can be required by TfNSW (eg if 7 are required under Option 1B no more than 9 Additional Option CSELRVs can be required under Option 2).
- 8.6 The parties must cooperate with each other and act in good faith when implementing the arrangements for Option 1B and Option 2 contemplated in this Part B of Schedule D5 (*Pre-Agreed Options*).
- 8.7 OpCo acknowledges that TfNSW's rights in respect of Option 1B and Option 2 under this Schedule D5 (*Pre-Agreed Options*) may be exercised in conjunction with any Expansion Modification or Augmentation to be developed and, if agreed, implemented by the parties pursuant to Schedule D9 (*Augmentations*).
- 8.8 TfNSW must not:
- (a) make or permit any amendment to, or replace or allow a waiver of a provision of;
 - (b) permit the novation, assignment or substitution of Alstom's rights, obligation or interest in; or
 - (c) enter into any agreement or arrangement which affects the operation or interpretation or relates to the subject matter of,

the Alstom CSELRV Supply Agreement without obtaining OpCo's prior consent (which consent must not be unreasonably withheld or delayed).

9. **OPTION 1B OR OPTION 2 MODIFICATION**

If TfNSW elects to exercise Option 1B or Option 2 under the Alstom CSELRV Supply Agreement, the parties acknowledge TfNSW may require that some or all of the Additional Option CSELRVs are operated and maintained by OpCo and used to provide Required Services on the CSELR. If TfNSW wishes to do so, it must issue a Modification Request under clause 29 (*TfNSW Initiated Modifications*) of the Operative Provisions. Without limiting the matters which may be addressed by the Modification in accordance with clause 29 (*TfNSW Initiated Modifications*) of the Operative Provisions, any such Modification will be subject to the following principles:

- (a) **(acceptance of vehicles)**: subject to the agreement or determination of the following matters in this paragraph 9 in respect of the Modification, OpCo must accept each Additional Option CSELRV to which the Modification Request relates provided the Actual Date of Delivery has occurred under the Alstom CSELRV Supply Agreement in respect of that Additional Option CSELRV. From such date OpCo shall be responsible for such Additional Option CSELRV as if it was a CSELRV designed, engineered, manufactured, supplied, tested and commissioned by OpCo under this deed;
- (b) **(assignment or novation of Alstom CSELRV Supply Agreement rights)**: in respect of any Additional Option CSELRV which is required to be accepted by OpCo, TfNSW will novate or assign to OpCo (and OpCo may or novate to the O&M

Contractor) on the Actual Date of Delivery of an Additional Option CSLERV the benefit of and rights to enforce:

- (i) the benefit of the warranties under clause 13.11 (*Design Life*) and clause 15.2 (*Construction warranties*) of the Alstom CSELRV Supply Agreement insofar as they relate to that Additional Option CSELRV and associated Spares and Special Tools and Equipment and;
- (ii) its rights and obligations under clause 20.1 (*Interface with Operations Activities*), clause 20.2 (*Defect*) and clause 20.4 (*Disputes*) of the Alstom CSELRV Supply Agreement insofar as it relates to that Additional Option CSELRV and associated Spares and Special Tools and Equipment and;
- (iii) the Defect Bond provided in relation to that Additional Option CSELRV, subject to TfNSW also novating its obligations under clauses 22.7 (*Recourse*) and 22.11 (*Bond wrongly called*) of the Alstom CSELRV Supply Agreement to OpCo; and
- (iv) the benefit of the indemnities:
 - (A) under clauses 38.1(a), 38.1(b)(ii) and 38.1(c)(ii) of the Alstom CSELRV Supply Agreement; and
 - (B) under clauses 38.1(b)(i) and 38.1(c)(i) of the Alstom CSELRV Supply Agreement, but only to the extent Alstom's breach or failure to comply with the terms of the Alstom CSELRV Supply Agreement relate to the warranties, rights and obligations assigned to OpCo in accordance with this paragraph (b),

insofar as they relate to that Additional Option CSLERV and associated Spares and Special Tools and Equipment,

in each case subject to the provisos set out in paragraphs (e) to (j) of clause 20.5 of the Alstom CSELRV Supply Agreement;

- (c) (**re-assignment or novation**) if the Project Deed is terminated OpCo shall be required to assign or novate back to TfNSW or TfNSW's nominated successor or replacement for OpCo any rights or benefits TfNSW has assigned or novated to OpCo (and OpCo may have assigned or novated to the O&M Contractor) pursuant to the arrangements referred to in paragraph (b) above;
- (d) (**on-site testing and commissioning**): if requested in the Modification Request, OpCo must provide on-site testing and commissioning services and access to network assets, including the provision of appropriately qualified and accredited drivers, shunting drivers and controllers in respect of any Additional Option CSELRVs which are required to be accepted by OpCo, consistent with the requirements of the Alstom CSELRV Supply Agreement;
- (e) (**licence**): from the Actual Date of Delivery, TfNSW will grant OpCo an exclusive licence to use the Additional Option CSELRVs for the purpose of fulfilling OpCo's obligations under this deed on the same terms as clause 51.2(c) of the Operative Provisions;
- (f) (**stabling and maintenance facilities**): if the then current or projected stabling capacity on the SLR (taking into account any stabling Modification that TfNSW may have directed OpCo to implement pursuant to a Modification Order) is insufficient to stable or maintain the Additional Option CSELRVs, works required to ensure an

increase in the stabling and/or maintenance capacity sufficient to ensure that each Additional Option CSELRV can be stabled and maintained from the time of which it is required to be delivered to Sydney in accordance with the terms of the Alstom CSELRV Supply Contract prior to the conduct of the CSELRV Performance Test and the date by which those works are required to be completed;

- (g) **(power supply)**: any works required to ensure that once an Additional Option CSELRV has passed the CSELRV Performance Test there will be sufficient traction power on the SLR, on the assumption that the Additional Option CSELRVs will be put into service and taking into account the changes to the Service Change Limitation referred to in paragraph (h) below and the date by which those works are required to be completed;
- (h) **(Service Change Limitations)**: on the Actual Date of Delivery in respect of an Additional Option CSELRV, the Service Change Limitations for both Long Term Service Changes and Short Term Service Changes referred to in Tables 2 and 3 of clause 11.3 (*Service Change Limitations*) of Schedule D1 (*Service Payment Regime*) shall be adjusted to reflect that the relevant Additional Option CSELRV is available to perform the Required Services and the consequential increase in the LRV fleet size;
- (i) **(Schedule D1)**: Schedule D1 will be amended having regard to the number of Additional Option CSELRVs, operations and maintenance costs associated with those Additional Option CSELRVs calculated in accordance with paragraph 9(k), any additional Required Services and the other matters referred to in this paragraph 9 or agreed as part of the Modification. Amendments will also be required to reflect changes in Maximum Journey Time;
- (j) **(insurances)**: OpCo will be required to insure the Additional Option CSELRVs on the same terms as the existing CSELRVs, in accordance with clause 39 of the Operative Provisions and Schedule D10 (*Insurances*). An Insurance Benchmark Date will be deemed to occur on the date on which OpCo is required to take out such insurances and thereafter the Insurance Benchmark Date referred to in paragraph (b) of the definition thereof will be every three years from that date; and
- (k) **(pricing)**: the operations and maintenance costs will be determined having regard to additional operational and maintenance costs arising from the Modification (and any associated Expansion Modification or Augmentation) including but not limited to additional dead running costs, additional spares and equipment and fitout requirements, mobilisation (including systems and human resources) and training requirements, additional management personnel reasonably required to deliver the Modification, and additional utility service costs.

PART C – IWLRV OPTION

10. CONTRACTUAL ARRANGEMENTS FOR IWLRV OPTION

10.1 Under the terms of the CAF Supply Contract Construcciones y Auxiliar de Ferrocarriles S.A. agrees to design, engineer, construct, supply, test and commission an additional number of IWLRVs (each an **Additional Option IWLRV**) if TfNSW exercises its rights under the CAF Supply Contract. Under the terms of the CAF Supply Contract up to 12 additional IWLRVs can be ordered

10.2 OpCo acknowledges and agrees that it has received a copy of the CAF Supply Contract.

10.3 The parties must cooperate with each other and act in good faith when implementing the arrangements for an IWLRV Option in this Part C of Schedule D5 (*Pre-Agreed Options*).

10.4 If TfNSW elects to exercise an Additional Option IWLRV, the parties acknowledge that TfNSW may require that some or all of the Additional Option IWLRVs are operated and maintained by OpCo to provide Required Services on the IWLR. If TfNSW wishes to do so, it must issue a Modification request under clause 29 (*TfNSW Initiated Modifications*) of the Operative Provisions and the Modification process set out in clause 29 (*TfNSW Initiated Modifications*) shall apply, subject to paragraph 10.5.

10.5 Once an Additional Option IWLRV has been accepted for service by OpCo the Service Payment will be adjusted in accordance with Schedule D1 (*Service Payment Regime*) to reflect whether the Additional Option IWLRV is required to be stabled but not run, or put into service as part of the LRV fleet pursuant to a Service Change as follows:

(i) Operations and maintenance costs per Additional Option IWLRV when stabled at the Rozelle Light Rail Facility or at Pyrmont but not run

Refer to the IWLRV section in the Model Outputs Schedule.

(ii) Operations costs (excluding maintenance costs) when an Additional Option IWLRV is put into operation as part of the IWLRV fleet

Refer to the IWLRV section in the Model Outputs Schedule.

In relation to paragraphs (i) and (ii) above these assume that the Additional Option IWLRV is stabled at the Rozelle Light Rail Facility or at Pyrmont. In relation to paragraph (ii) above the costs provided in the Model Outputs Schedule are for operations only and maintenance costs are to be agreed as part of the relevant Modification.

If the Additional Option IWLRV is stabled and not run but is then subsequently required to be put into operation pursuant to a Service Change then the Service Payment will be adjusted accordingly.

PART D – ANZAC PARADE OPTION

11. DETAILS FOR ANZAC PARADE OPTION

- (a) The "Effective Date" for the Anzac Parade Option, as referred to in clause 31 (*Pre-Agreed Options*) of the Operative Provisions, will be the date on which TfNSW directs OpCo to implement the Anzac Parade Option by giving notice to OpCo in accordance with clause 31(a) of the Operative Provisions.
- (b) The details for the Anzac Parade Options (together the **Anzac Parade Options**) are set out in the table below.

	Anzac Parade Option 1	Anzac Parade Option 2
Anzac Parade Option	Five Lanes on Anzac Parade with temporary lane shifting on the eastern side of Anzac Parade only	Five Lanes on Anzac Parade with temporary lane shifting on both sides of Anzac Parade
Option commencement date	The date of this deed	The date of this deed
Last Election Date	██████████	██████████

12. PRINCIPLES RELATING TO THE EXERCISE OF THE ANZAC PARADE OPTION

- (a) If TfNSW directs OpCo to implement the Anzac Parade Option, OpCo must implement it.
- (b) TfNSW may direct OpCo to implement either Anzac Parade Option 1 or Anzac Parade Option 2.
- (c) To the extent that any changes arising from the exercise of the Anzac Parade Option are not already provided for in the Operative Provisions or this Schedule D5 (*Pre-Agreed Options*), the process in clause 29 (*TfNSW initiated Modifications*) of the Operative Provisions will apply, but without prejudice to OpCo's obligation to implement the Anzac Parade Option.
- (d) OpCo shall not be entitled to any extension to the Date for Completion as a result of the exercise of either of the Anzac Parade Options and consequential changes to the SLR Works.

13. AMENDMENT TO SCOPE OF WORKS FOR ANZAC PARADE OPTION 1 AND PRICING CHANGES

- (a) If TfNSW directs OpCo to implement Anzac Parade Option 1, the scope of the SLR Works / Schedule E1 (*Scope and Performance Requirements*) is to be amended as follows:

OpCo must comply with the constraints set out in the table below when undertaking Delivery Activities that affect Anzac Parade as a result of the tunnel works.

Road	Roadway Construction Constraints
Anzac Parade (at tunnel site between Lang Road and Moore Park Road)	<p>Provide two northbound and three southbound lanes on Anzac Parade at all times.</p> <p>The lane requirements for Anzac Parade in the construction state (above the tunnel site) are:</p> <ul style="list-style-type: none"> • Desirable minimum lane widths = 3.0m, however lane widths of less than 3.0m will be considered on a straight alignment and would be subject to approval by the relevant Authorities. • Desirable barrier offsets = 300mm, however further reductions in these offsets will be considered where safe and appropriate and where agreed with the relevant Authorities. • The preferred temporary design speed for Anzac Parade construction staging is 60km/hr. However a 50 km/hr design speed with a 40km/hr signposted roadwork speed limit is acceptable in situations where the geometry for 60km/hr design speed cannot be achieved. • Lane diversions are to be made on the eastern verge only, with an aim to reduce the impact to the trees on both sides of Anzac Parade.

- (b) Prior to directing OpCo to implement Anzac Parade Option 1 it shall be TfNSW's responsibility to carry out any consistency review in relation to the Project Planning Approval and obtain any Approval in relation to the Environment or any Approval required from a Third Party, in each case which is required in order to permit OpCo to remove the additional trees that OpCo will need to remove as a result of TfNSW directing OpCo to implement Anzac Parade Option 1. OpCo will provide such assistance as TfNSW may reasonably require in relation to such review or additional Approvals.
- (c) The cost impact of the exercise of this Anzac Parade Option 1 is a deduction of [REDACTED]
- (d) If TfNSW directs OpCo to implement the Anzac Parade Option 1 then OpCo must pay to TfNSW the amount of [REDACTED] in three equal instalments on the following dates:
- (i) 31 December 2015;
 - (ii) 31 August 2016; and
 - (iii) 31 March 2017.

14. AMENDMENT TO SCOPE OF WORKS FOR ANZAC PARADE OPTION 2

- (a) If TfNSW directs OpCo to implement Anzac Parade Option 2, the scope of the SLR Works / Schedule E1 (*Scope and Performance Requirements*) is to be amended as follows:
- OpCo must comply with the constraints set out in the table below when undertaking Delivery Activities that affect Anzac Parade as a result of the tunnel works.

Road	Roadway Construction Constraints
Anzac Parade (at tunnel site between Lang Road and Moore Park Road)	<p>Provide two northbound and three southbound lanes on Anzac Parade at all times.</p> <p>The lane requirements for Anzac Parade in the construction state (above the tunnel site) are:</p> <ul style="list-style-type: none"> • Desirable minimum lane widths = 3.0m, however lane widths of less than 3.0m will be considered on a straight alignment and would be subject to approval by the relevant Authorities. • Desirable barrier offsets = 300mm, however further reductions in these offsets will be considered where safe and appropriate and where agreed with the relevant Authorities. • The preferred temporary design speed for Anzac Parade construction staging is 60km/hr. However a 50 km/hr design speed with a 40km/hr signposted roadwork speed limit is acceptable in situations where the geometry for 60km/hr design speed cannot be achieved. • Lane diversions are to be made on the eastern and western verges, with an aim to reduce the impact to the trees on both sides of Anzac Parade.

- (b) The cost impact of the exercise of this Anzac Parade Option 2 is a deduction of [REDACTED]
- (c) If TfNSW directs OpCo to implement the Anzac Parade Option 2 then OpCo must pay to TfNSW the amount of [REDACTED] in three equal instalments on the following dates:
- (i) 31 December 2015;
 - (ii) 31 August 2016; and
 - (iii) 31 March 2017.

Schedule D6

Termination Payments

(Clause 43.12)

1. DEFINITIONS

For the purposes of this Schedule D6 (*Termination Payments*), the following definitions will apply:

Adjusted Post Termination Service Payment means the Post Termination Service Payment (or part thereof based on the number 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 internal rate of return on OpCo cash flows before tax and financing as shown 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(b) of this Schedule D6 (*Termination Payments*) applies, the earlier of:
 - (i) the date that the New Contract is entered into; and
 - (ii) the date on which the Termination Payment payable to OpCo has been agreed or determined in accordance with clause 3.6 (*Termination for OpCo Termination Event*) of this Schedule D6 (*Termination Payments*); or
- (b) if clause 3.3 (*Expert determination*) of this Schedule D6 (*Termination Payments*) 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 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; and
- (c) the term of such contract shall be equal to the period from the Termination Date to and including the Expiry Date.

Equity means all partnership interests and ordinary unit capital in, or the subordinated debt which is, in substance, equivalent to ordinary equity of, OpCo, and includes any securities which are convertible into ordinary partnership interests or ordinary unit capital in OpCo.

Estimated Fair Value or **EFV** means the amount determined in accordance with clauses 3.3 (*Expert determination*) and:

- (a) if the Termination Date occurs prior to Completion, clause 3.4 (*Estimated Fair Value before Completion*) of this Schedule D6 (*Termination Payments*); or
- (b) if the Termination Date occurs after Completion, clause 3.5 (*Estimated Fair Value after Completion*) of this Schedule D6 (*Termination Payments*),

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 [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Instalment Date means the date on which OpCo would have been required to pay debt service payments or repayments 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 the Date for Completion shall be extended by a period to allow a New OpCo to complete the SLR Works;
- (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; and
- (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.

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 which would have been payable for the relevant month under this deed had this deed not been terminated, less all cost components of the Service 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) criteria having 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 SLR PPP;
- (b) the financial ability of the tenderers to pay the Capital Sum;
- (c) the technical ability of the tenderers to deliver the OpCo's Activities;
- (d) the independence of the tenderer from OpCo and TfNSW; and
- (e) any other relevant tender criteria selected by TfNSW acting reasonably.

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 SLR PPP to the extent those costs exceed the costs of OpCo's Activities and insurances in the Service Payment, deducted as part of the Post Termination Service Payment.

Securitisation Refund Payment has the meaning given to it in the Receivables Purchase Deed, save that for the purposes of clauses 3, 4 and 5 of this Schedule D6 (*Termination Payments*), a reference to the Securitisation Refund Payment is a reference to the Securitisation Refund Payment prior to the deduction of any negative Termination Payment as contemplated in clause 6 of this Schedule D6 (*Termination Payments*).

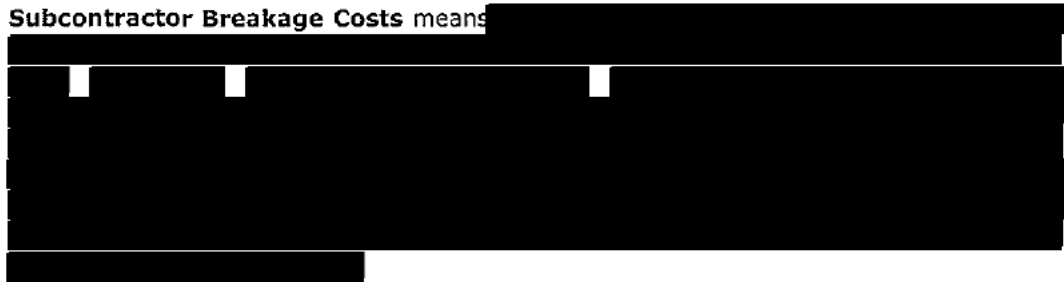
Senior Debt means the lower of:

- (a) amounts outstanding under the Debt Financing Documents by OpCo or Finance Co to the Debt Financiers; or

- (b) amounts that would have been outstanding under the Debt Financing Documents by OpCo or Finance Co had:
- (i) OpCo received the Service Payments as outlined in the Base Case Financial Model;
 - (ii) Finance Co received the Licence Payments as outlined in the Base Case Financial Model; and
 - (iii) OpCo and Finance Co complied with all of their obligations under the Debt Financing Documents.

Senior Debt Interest Rate means the total non-default interest rate payable on Senior Debt as provided in the Base Case Financial Model.

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)) of this Schedule D6 (*Termination Payments*).

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(b) of this Schedule D6 (*Termination Payments*).

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(b) of this Schedule D6 (*Termination Payments*).

Termination Date means the date of termination of this deed in accordance with clause 43 (*Termination*) of the Operative Provisions.

Termination Senior Debt means an amount equal to the sum of:

- (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 OpCo or Finance Co to the Debt Financiers as a result of prepayment under the Debt Financing Documents, subject to OpCo, Finance Co 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 OpCo or Finance Co 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 39.14(f) of the Operative Provisions); 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 OpCo or Finance Co 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 (*Voluntary Termination by TfNSW or for TfNSW Termination Event*) of this Schedule D6 (*Termination Payments*).

2. PAYMENT OF TERMINATION PAYMENT

- (a) If this deed is terminated under clauses 28.3 (*Termination for Force Majeure Event*), 33.2 (*Termination in connection with an Augmentation*), 40 (*Uninsurable Risks*) or 43 (*Termination*) of the Operative Provisions, 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 43.4 (*Termination for OpCo Termination Event*) 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 43.12 (*Termination Payments*) of the Operative Provisions and this Schedule D6 (*Termination Payments*):
 - (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 or Finance Co's rights and liabilities under the Debt Financing Documents pursuant to clause 43.14(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 SLR 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 SLR PPP).
- (c) From the Termination Date (or the Compensation Date in the case of a Termination Payment made under clause 3 (*OpCo default*) of this Schedule D6 (*Termination Payments*)) until the date on which the Termination Payment is made, 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 times when payment is due under the Debt Financing Documents 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 times when the payment is due under the Debt Financing Documents until the sum of the Senior Debt and any interest accrued on the Senior Debt 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 where termination is pursuant to clause 43.4 (*Termination for OpCo Termination Event*) of the Operative Provisions, 30 days after the Compensation Date if this is later).
- (f) If TfNSW has elected to pay the Termination Payment by instalments, it may (within 30 days of written notice to OpCo) pay any outstanding element of the Termination Payment (plus any additional costs incurred under the Debt Financing Documents as a result of the breaking of any hedging arrangements provided OpCo, Finance Co 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 39 (*Insurance*) 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.
- (j) If, following the calculation of the Termination Payment, the Actual Proceeds are more than the Provisional Proceeds, TfNSW may, in its sole discretion:
 - (i) direct OpCo to 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**); or

- (ii) if TfNSW has not paid the Termination Payment in full at that time, reduce the outstanding Termination Payment by the OpCo Additional Amount,

and OpCo will not be required to pay any interest on any OpCo Additional Amount.

- (k) TfNSW shall not be required to make any payment under clause 2(b)(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) References to insurance proceeds in clauses 2(i) to (k) (inclusive) 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.
- (m) OpCo must use all reasonable endeavours to mitigate any losses or costs forming part of any Termination Payment.
- (n) Any Termination Payment payable to OpCo must be calculated in accordance with this Schedule D6 (*Termination Payments*) without any double counting.

3. **OPCO DEFAULT**

3.1 **OpCo Termination Event**

Subject to clause 3.7 (*OpCo Termination Event during the Extension Period*), if TfNSW terminates this deed following an OpCo Termination Event in accordance with clause 43.4 (*Termination for OpCo Termination Event*) 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) re-tender the provision of OpCo's Activities in accordance with clause 3.2 (*Re-tendering process*); or
- (b) require an expert determination in accordance with clause 3.3 (*Expert determination*).

3.2 **Re-tendering process**

- (a) TfNSW shall be entitled to elect to retender the provision of OpCo's Activities in accordance with clause 3.1(a) if:
 - (i) TfNSW notifies OpCo on or before the date falling 20 Business Days after the Termination Date;
 - (ii) there is a Liquid Market, and either:
 - (A) the Debt Financiers have not exercised their rights to step-in under clause 4 (*Financiers cure and Step-in rights*) of the Financiers Tripartite Deed; or
 - (B) OpCo or the Debt Financiers in accordance with the Financiers 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,

in which case the amount of compensation payable by TfNSW shall be agreed or determined in accordance with clause 3.2(b) and 3.6 (*Termination for OpCo Termination Event*).

- (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 a 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 tenders (or less than two Compliant Tenders) in response to the Tender Process, the provisions of clause 3.3 (*Expert determination*) will apply;
 - (vii) TfNSW may elect at any time prior to the receipt of two Compliant Tenders to follow the no re-tendering procedure under clause 3.1(b) by notifying OpCo that this election has been made and upon the making of such an election, the provisions of clause 3.3 (*Expert determination*) 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 (*Expert determination*) shall apply.

3.3 Expert determination

If TfNSW elects to require expert determination pursuant to clause 3.1 (*OpCo Termination Event*) or 3.2(b)(vii), the provisions of clause 3.2(b)(vi) or 3.2(b)(viii) apply, 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)(iv);

- (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 (*Estimated Fair Value before Completion*) and 3.5 (*Estimated Fair Value after Completion*) (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

- (a) The Estimated Fair Value before Completion shall be determined by the independent expert, based on the following formula:

EFV = the lower of:

- (i) the actual costs (including capitalised interest and fees) properly incurred by OpCo (being no more than the costs forecast to be incurred in the Base Case Financial Model as shown in the Base Case Financial Model), referable to the Delivery Activities up to and including the Termination Date; and

- (ii) the following amount:

- (A) total costs to be incurred in respect of all of the Delivery Activities (as set out in the Model Outputs Schedule at Financial Close and the Delivery Program) on the basis that:

- (aa) costs will include capitalised interest and fees (being no more than the capitalised interest and fees forecast to be incurred in the Base Case Financial Model as shown in the Base Case Financial Model) up to and including the Termination Date;

- (bb) costs forecast to be incurred in respect of the Delivery Activities after the Termination Date until TfNSW's Date for Completion are discounted back from the dates the independent expert has determined back to the Termination Date at the Base Case Project Return; and

- (cc) capitalised interest and fees forecast to be incurred (as set out in the Base Case Financial Model) after the Termination Date will be excluded,

less

- (B) the independent expert's determination of the costs to be incurred by TfNSW (including a reasonable assessment of the risk of costs overruns) from the Termination Date to achieve Completion by TfNSW's Date for Completion,

discounted back from the dates the independent expert has determined back to the Termination Date at the Base Case Project Return.

- (b) In this clause 3.4 (*Estimated Fair Value before Completion*), **TfNSW's Date for Completion** means:

- (i) 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
- (ii) 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:

$$EFV = A - B$$

where:

$$EFV = \text{Estimated Fair Value;}$$

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; and

B = the total of all costs reasonably forecast to be incurred by TfNSW as a direct result of termination of this deed, calculated and discounted at the Base Case Project Return, such costs to include:

- (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

Subject to clause 7.1 (*Termination for OpCo Termination Event*), if this deed is terminated pursuant to clause 43.4 (*Termination for OpCo Termination Event*) 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 (*Re-tendering process*) applies, or the highest Estimated Fair Value if clause 3.3 (*Expert determination*) applies;
- B = if clause 3.3 (*Expert determination*) 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 SLR Works or the SLR 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 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 39 (*Insurance*) 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, and only to the extent that such amounts should have been paid prior to the Termination Date but remained unpaid at the Termination Date;
- I = the total of all cash on deposit or otherwise held to the benefit of OpCo 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 Securitisation Refund Payment.

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.

3.7 OpCo Termination Event during the Extension Period

If this deed is terminated during the Extension Period pursuant to clause 43.4 (*Termination for OpCo Termination Event*) of the Operative Provisions, clauses 3.2 (*Re-tendering process*) to 3.6 (*Termination for OpCo Termination Event*) (inclusive) shall not apply except for the purposes of calculating the amount of the Termination Payment payable pursuant to clause 7.1 (*Termination for OpCo Termination Event*).

4. VOLUNTARY TERMINATION BY TFNSW OR FOR TFNSW TERMINATION EVENT

If this deed is terminated pursuant to clauses 43.6 (*Termination for TfNSW Termination Event*), 43.7 (*Voluntary termination by TfNSW*) or 43.9 (*Termination in connection with Augmentation*) of the Operative Provisions, the Termination Payment shall be calculated

as follows, unless the sum of such Termination Payment and the Securitisation 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 such Termination Payment and the Securitisation Refund Payment is equal to the Termination Senior Debt:

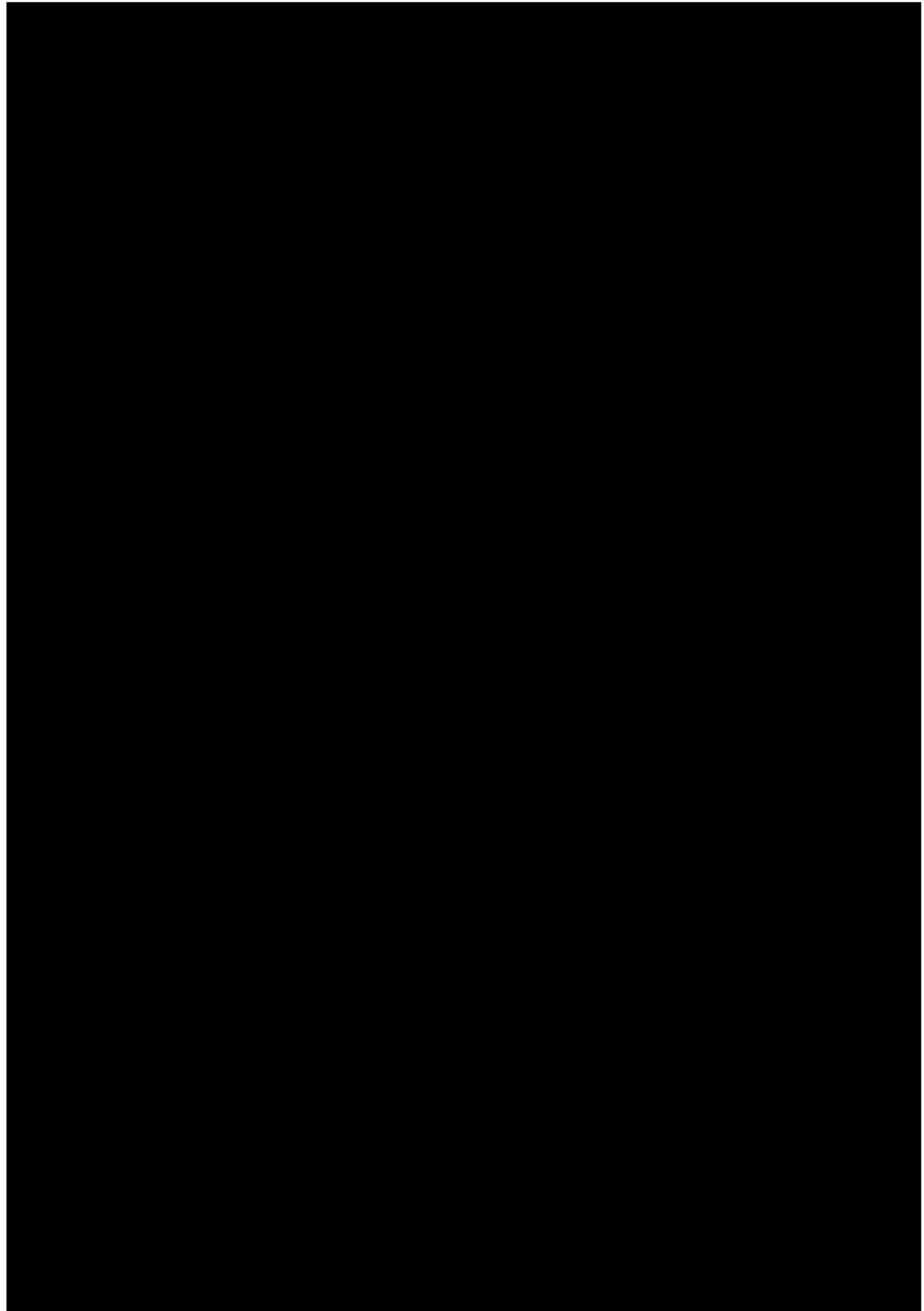
Termination Payment or **TP** means:

$$TP = A + B + C - D - E - F + G - H + I - J$$

where:

A =

B =



- [REDACTED]
- C = 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 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 39 (*Insurance*) 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, and only to the extent that such amounts should have been paid prior to the Termination Date but remained unpaid 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 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 Securitisation Refund Payment.

5. FORCE MAJEURE AND UNINSURABLE RISKS

If this deed is terminated pursuant to clauses 43.8 (*Termination for Force Majeure Event*) or 43.10 (*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 = an amount equal to the Termination Senior Debt;
- B = any 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;
- 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 39 (*Insurance*) 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, and only to the extent that such amounts should have been paid prior to the Termination Date but remained unpaid 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 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 Securitisation Refund Payment.

6. NEGATIVE TERMINATION PAYMENT

- (a) Subject to clause 6(b), if the Termination Payment calculated under this Schedule D6 is a negative amount, TfNSW will be entitled to deduct the negative amount from Securitisation Refund Payment payable by TfNSW to Finance Co under the Receivables Purchase Deed.
- (b) TfNSW will not be entitled to deduct a negative Termination Payment calculated under clause 4 (*Voluntary termination by TfNSW or for TfNSW Termination Event*) from the Securitisation Refund Payment payable by TfNSW to Finance Co under the Receivables Purchase Deed to the extent that the Securitisation Refund Payment will be less than the Termination Senior Debt.
- (c) The parties acknowledge and agree that if the Securitisation Refund Payment calculated under the Receivables Purchase Deed is a negative amount, such Securitisation Refund Payment will be taken to be zero.
- (d) If the Termination Payment calculated under this Schedule D6 (*Termination Payments*) is a negative amount, for all purposes other than that set out in clause 6(a), such Termination Payment will be taken to be zero and OpCo shall have no obligation to make any payment of that amount to TfNSW.

7. TERMINATION DURING EXTENSION PERIOD

7.1 Termination for OpCo Termination Event

If this deed is terminated during the Extension Period pursuant to clause 43.4 (*Termination for OpCo Termination Event*) of the Operative Provisions (other than as a result of an OpCo Termination Event referred to in clause 43.1(k) 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 (*Termination for OpCo Termination Event*) of this Schedule D6 (*Termination Payments*).

If this deed is terminated as a result of an OpCo Termination Event referred to in clause 43.1(k) 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 clauses 43.6 (*Termination for TfNSW Termination Event*) or 43.7 (*Voluntary termination by TfNSW*) 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 = an amount equal to the Subcontractor Breakage Costs; and

D, E, F, G, H and I each have the meaning given in clause 4 (*Voluntary termination by TfNSW or for TfNSW Termination Event*).

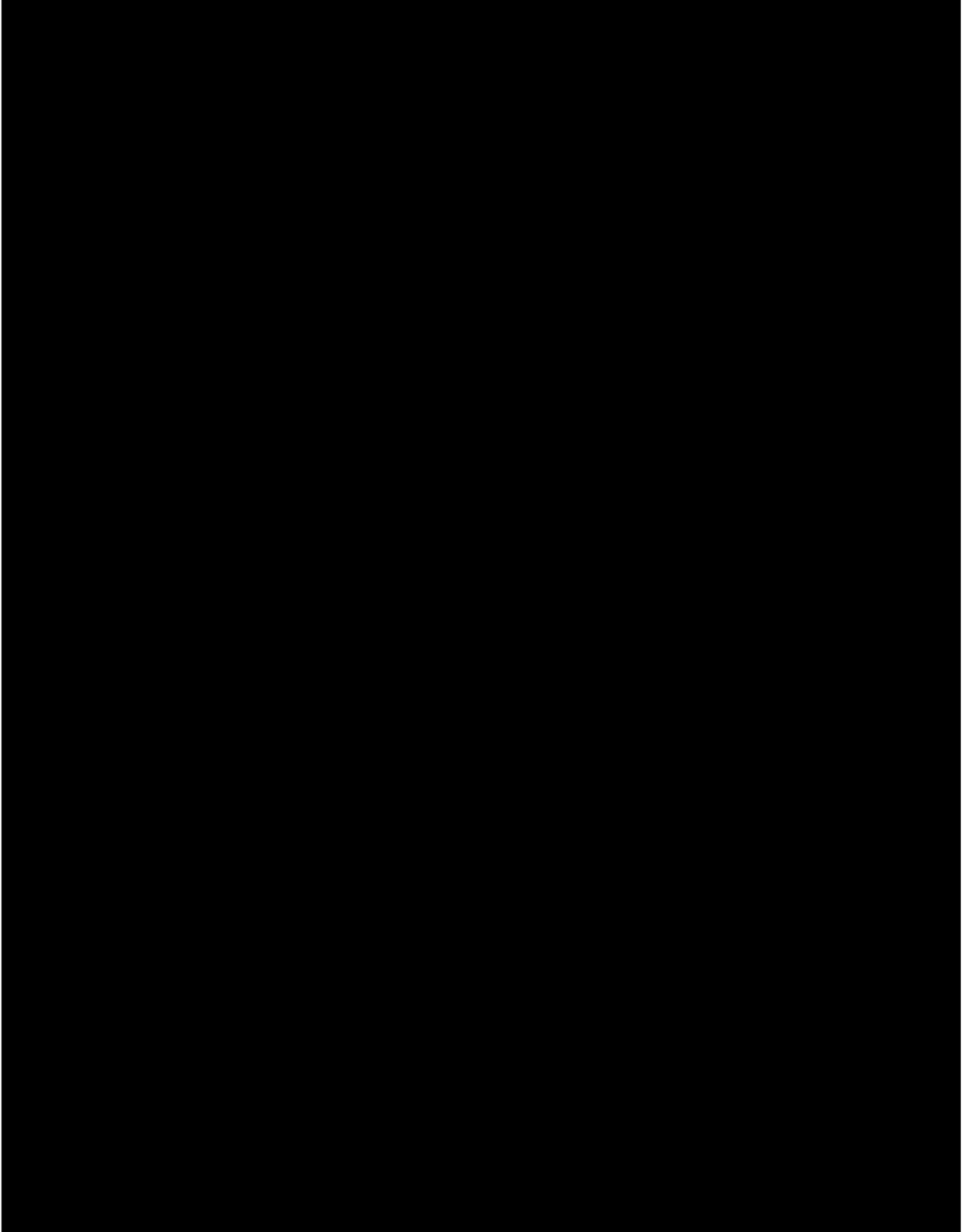
7.3 Force Majeure and Uninsurable Risks

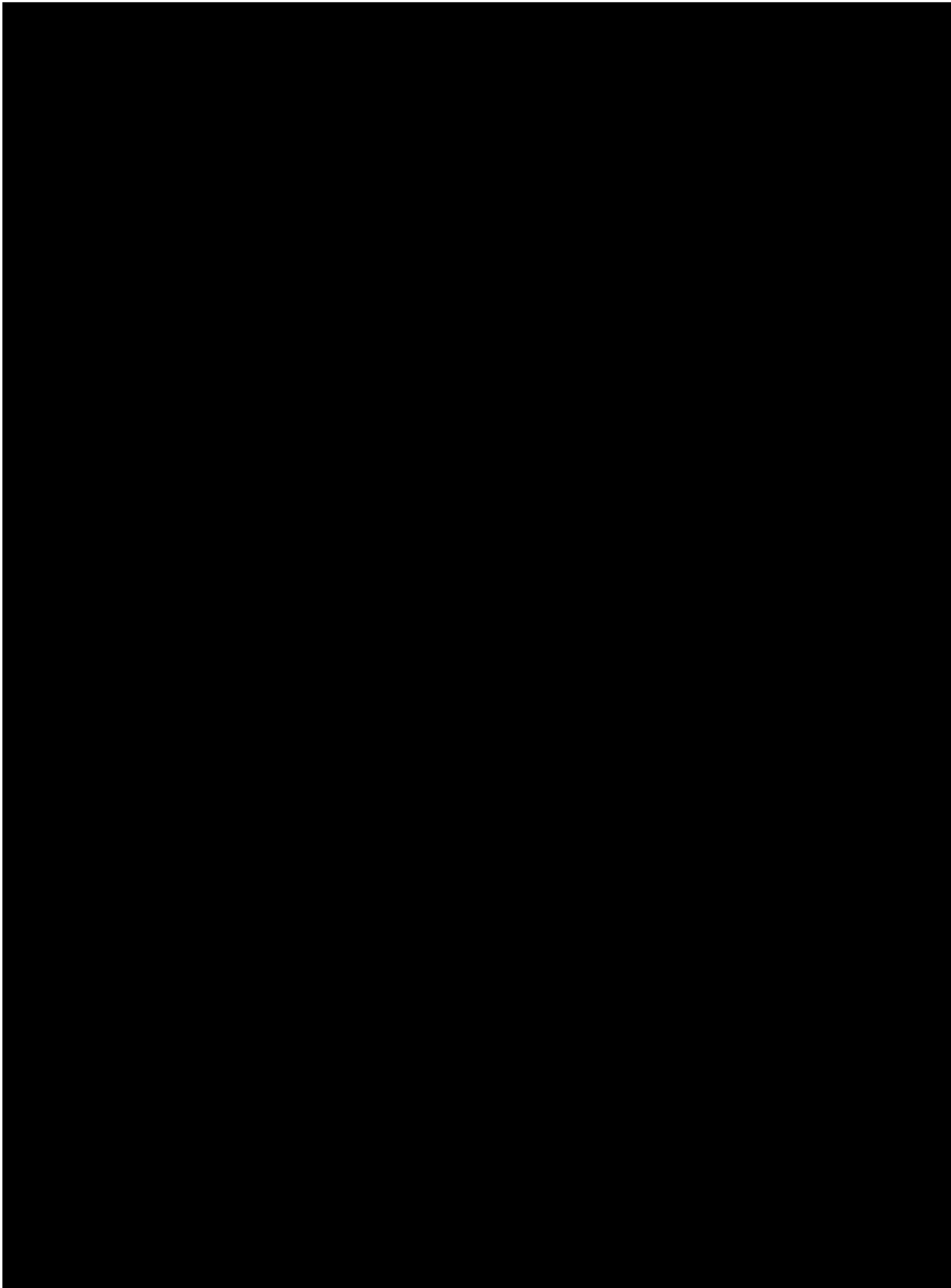
If this deed is terminated during the Extension Period pursuant to clauses 43.8 (*Termination for Force Majeure Event*) or 43.10 (*Termination for Uninsurable Risk*) of the Operative Provisions, the Termination Payment shall be calculated as follows:

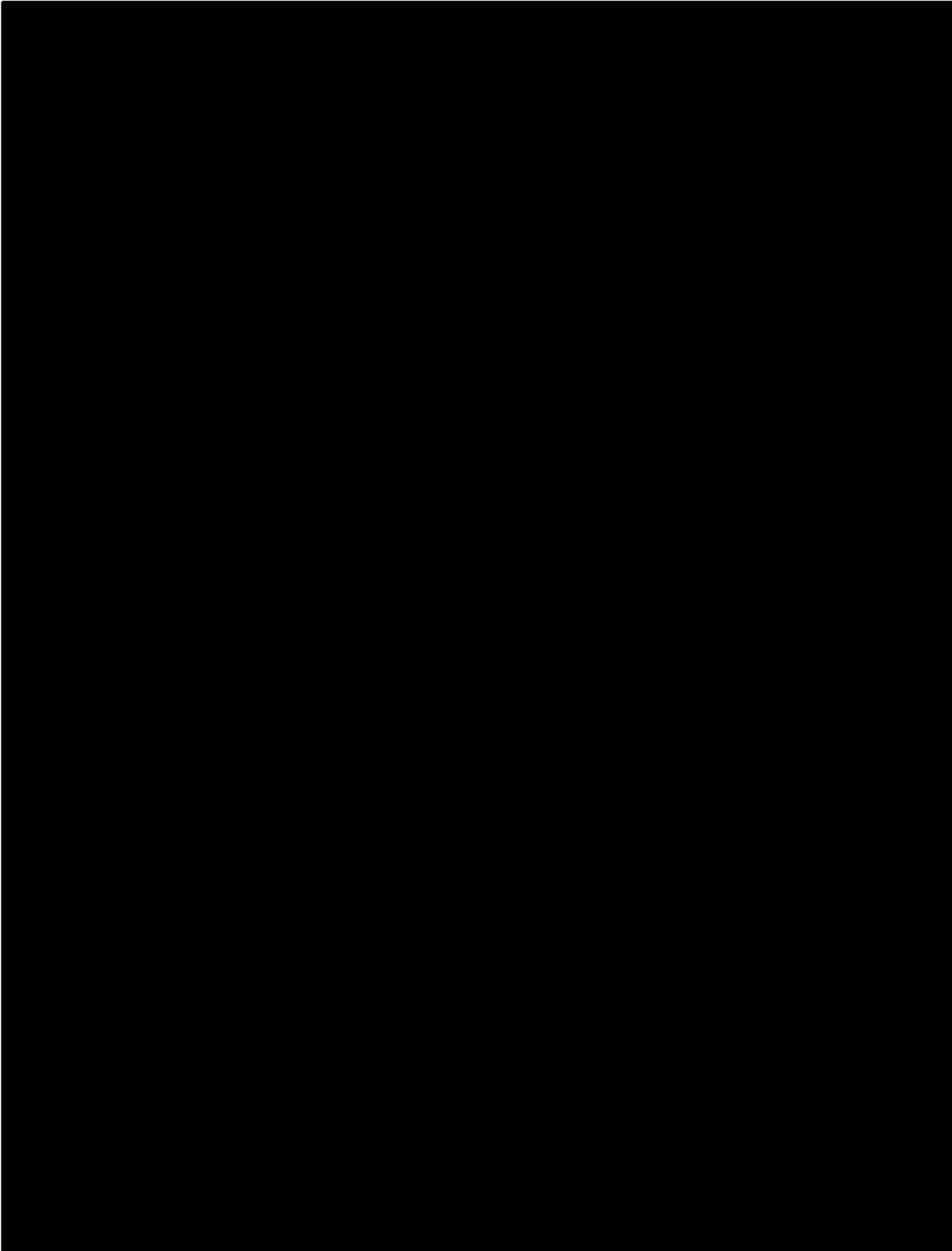
$$TP = F - B - C - D - G + H$$

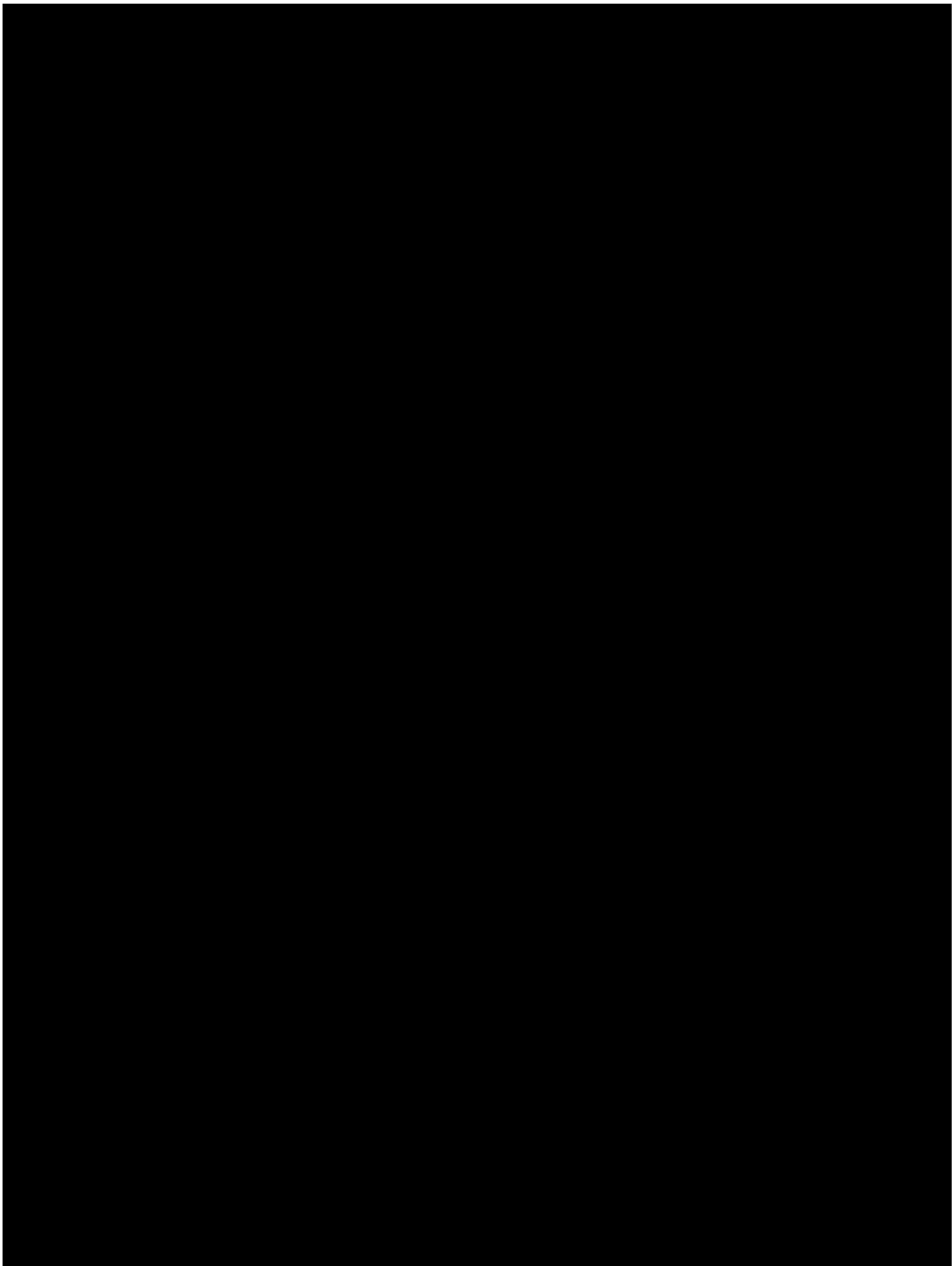
where F, B, C, D, G and H each have the meaning given in clause 5 (*Force Majeure and Uninsurable Risks*).

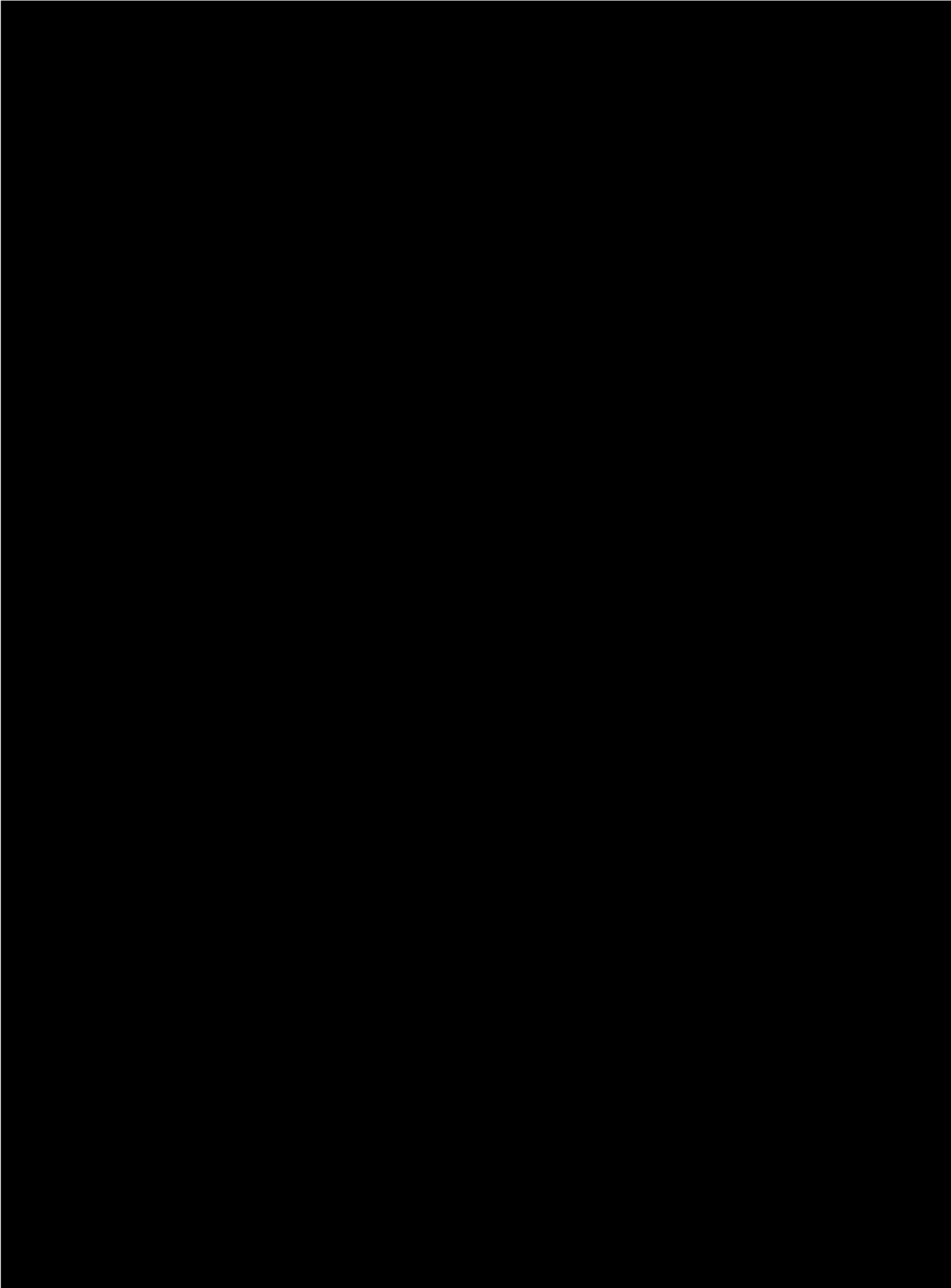
Schedule D7
Financial Close Protocol

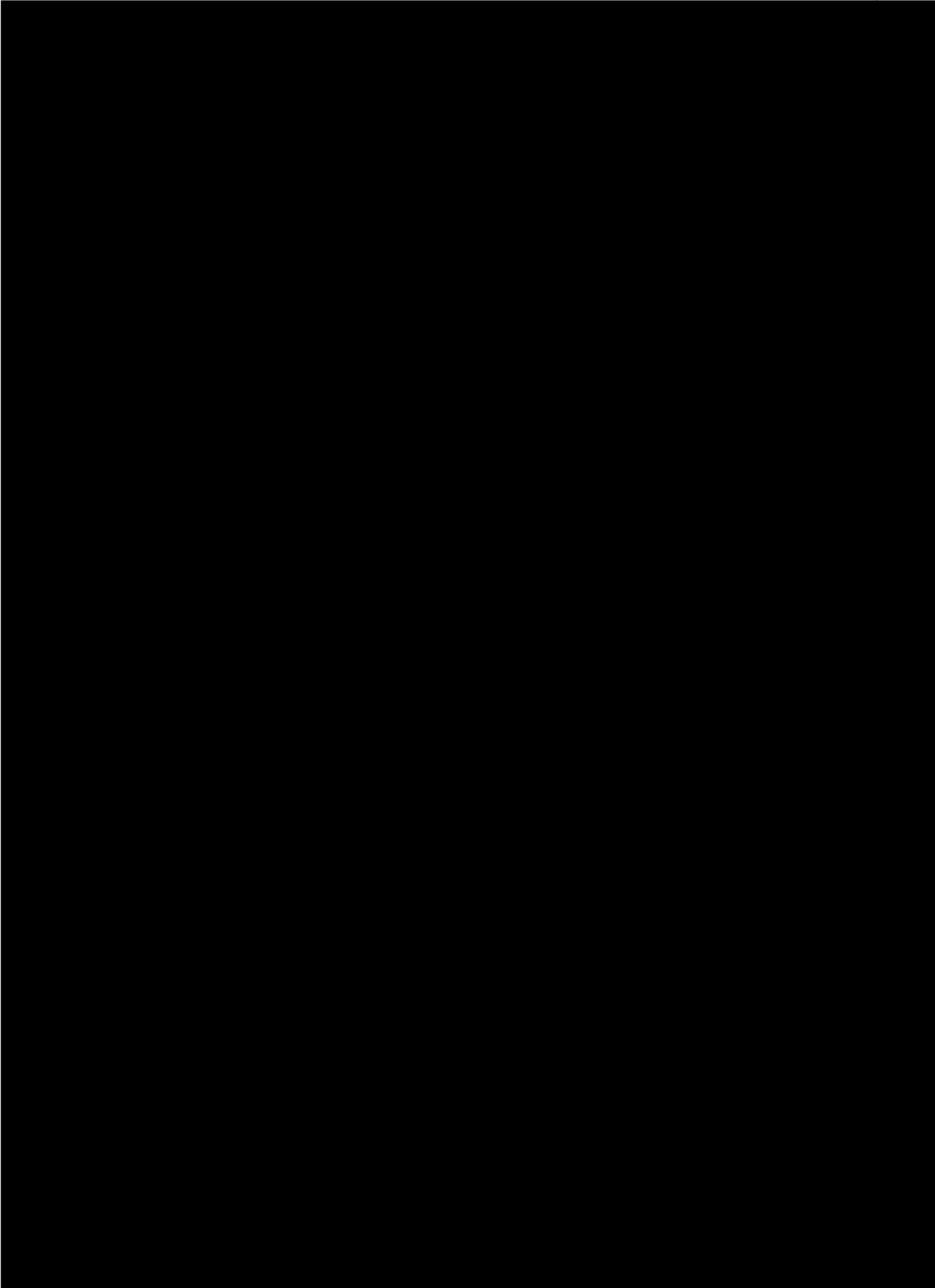


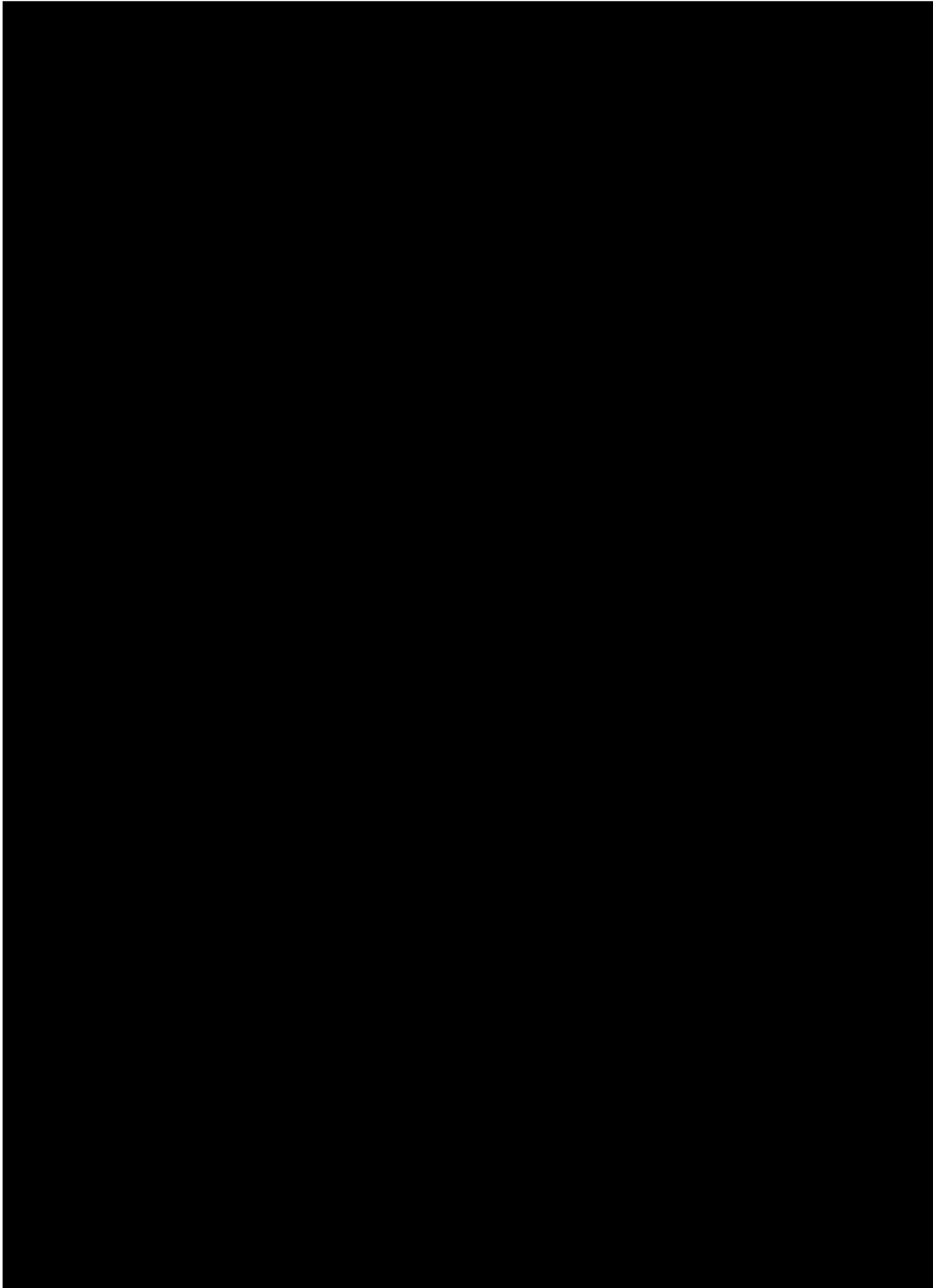


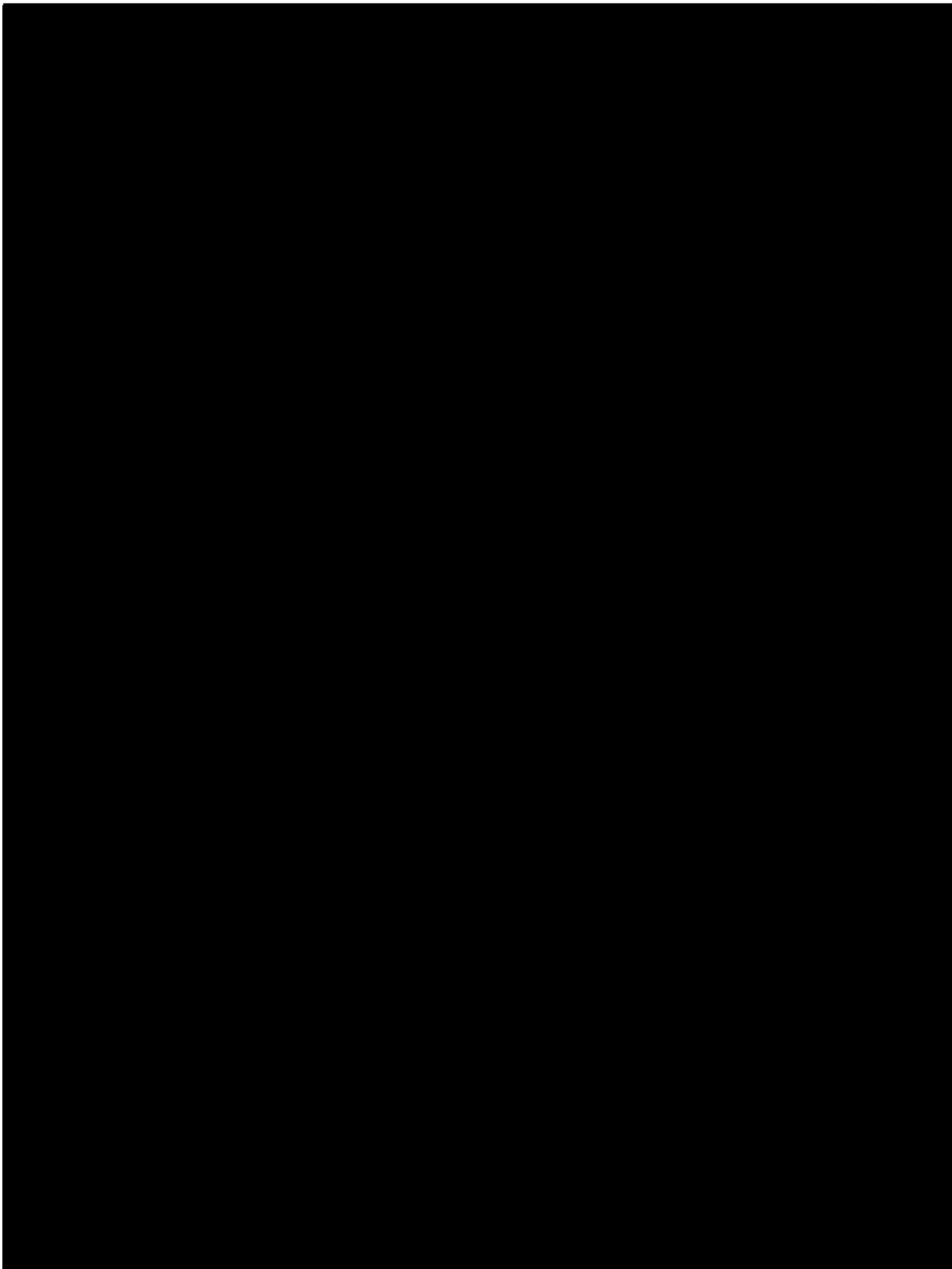


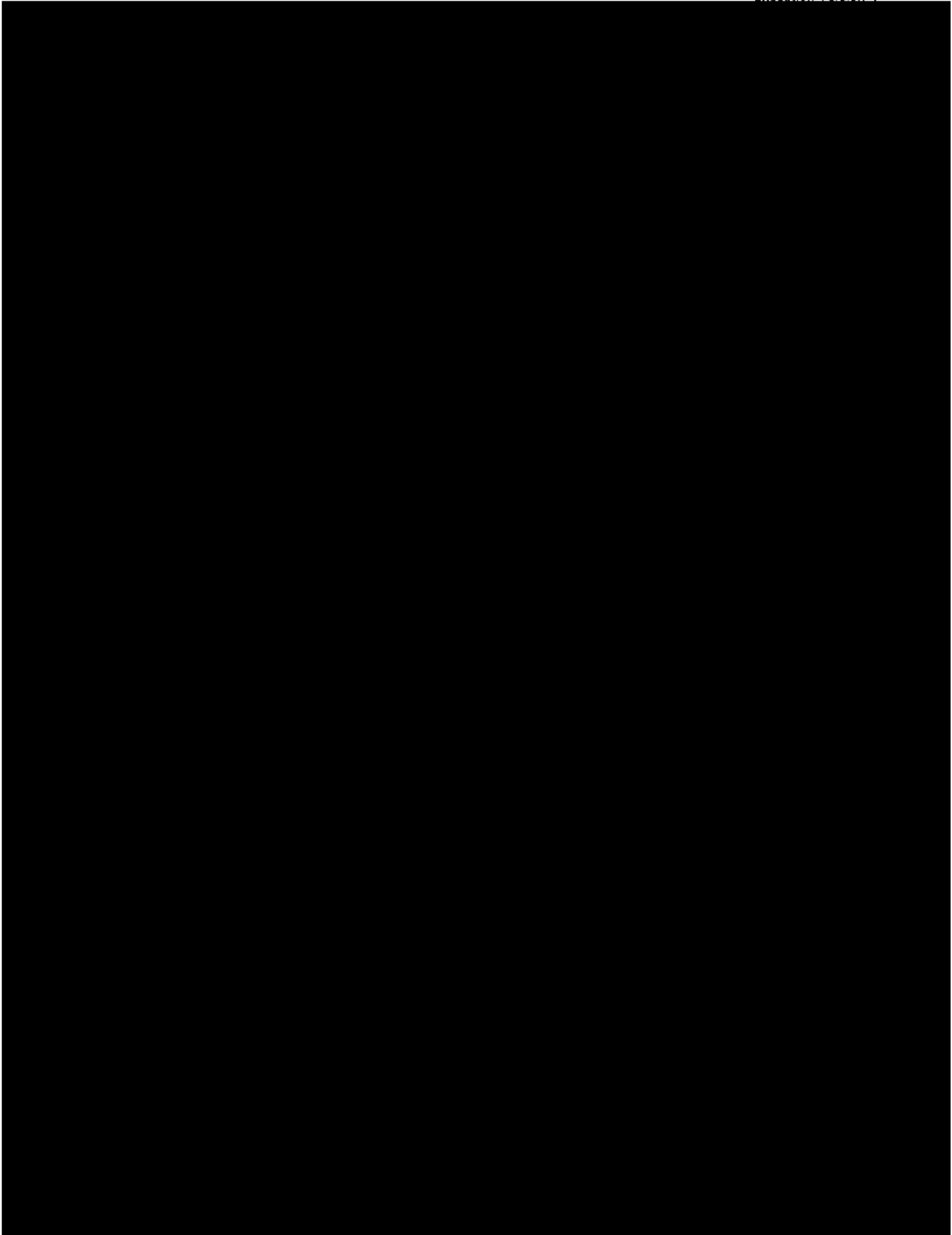


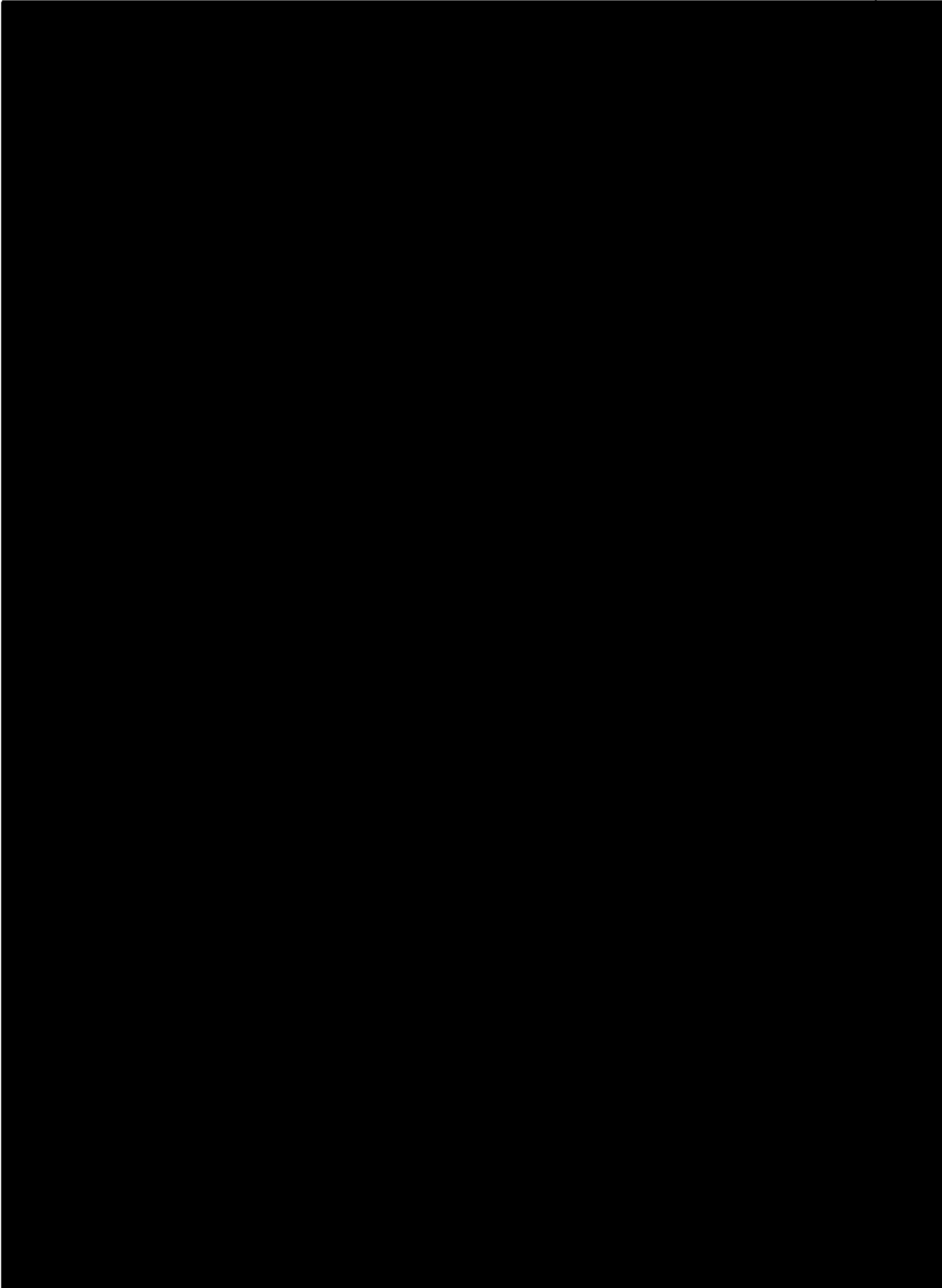


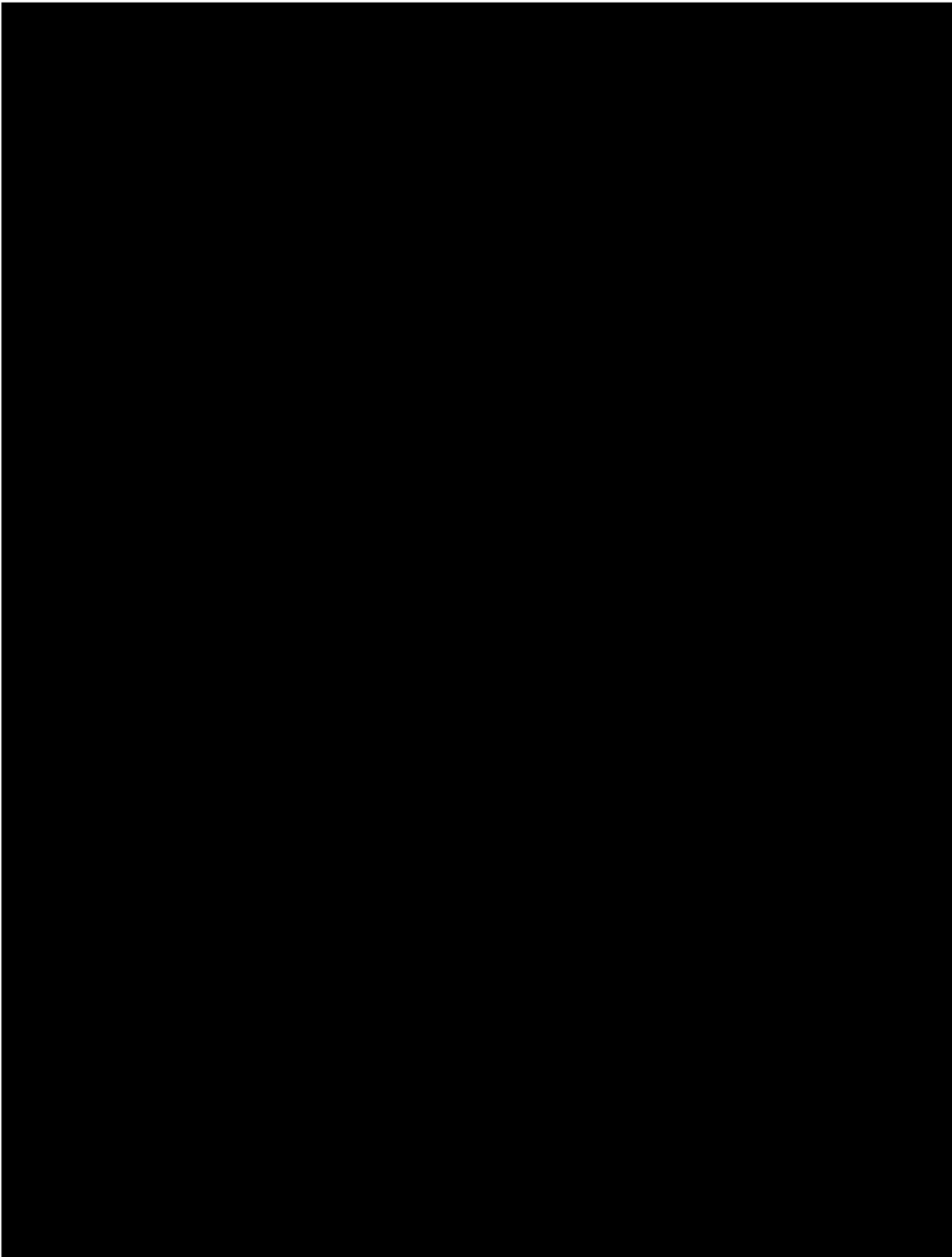


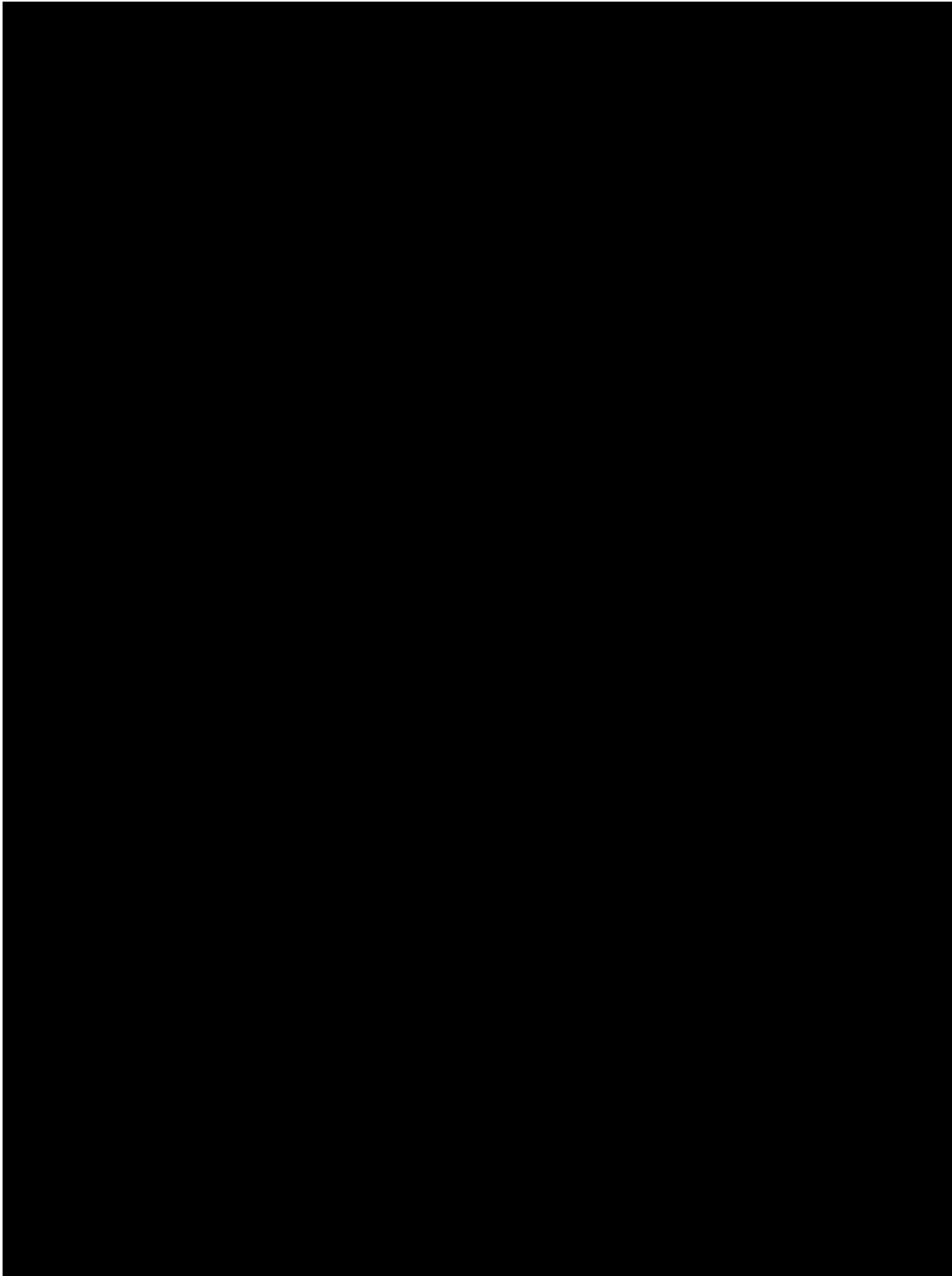


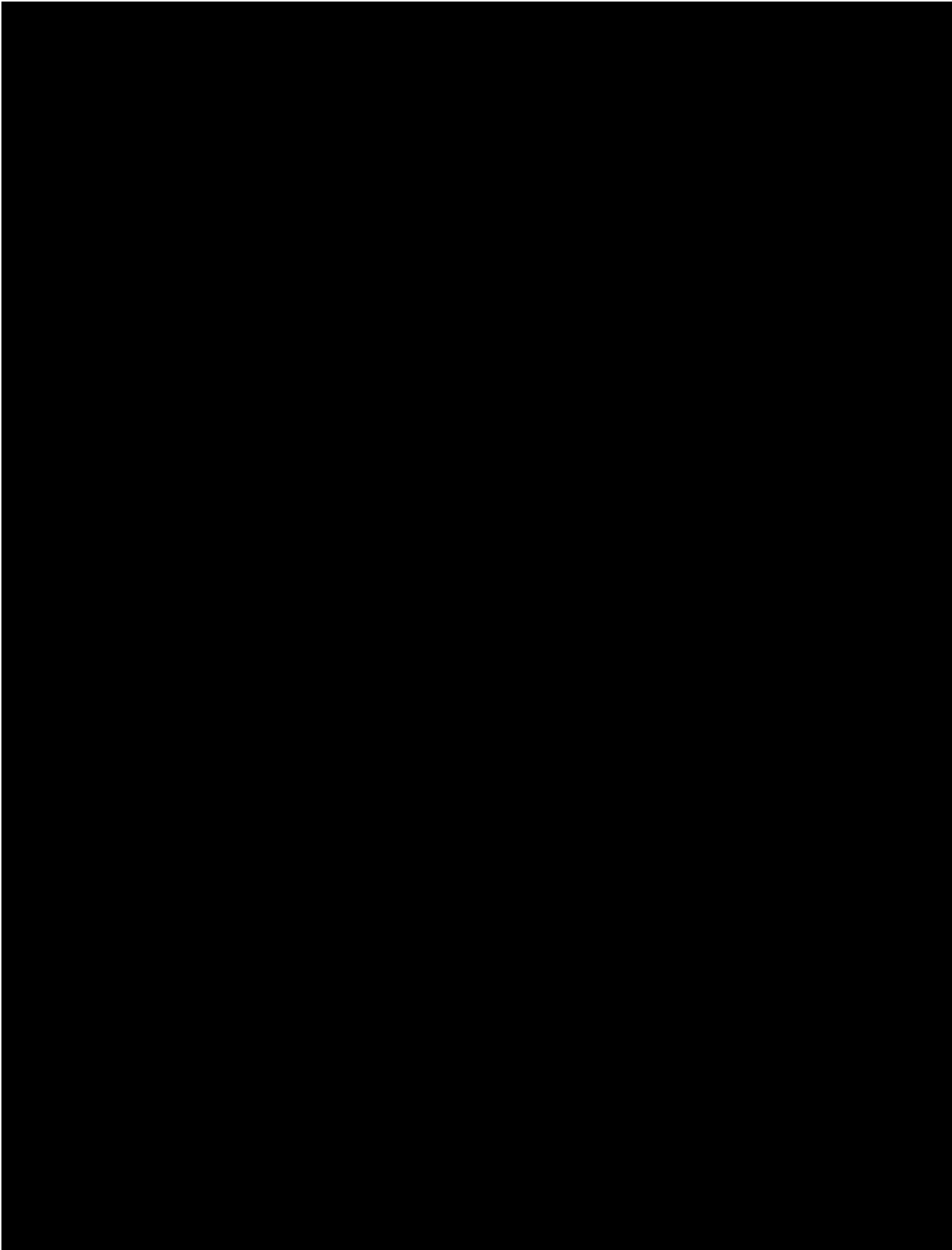


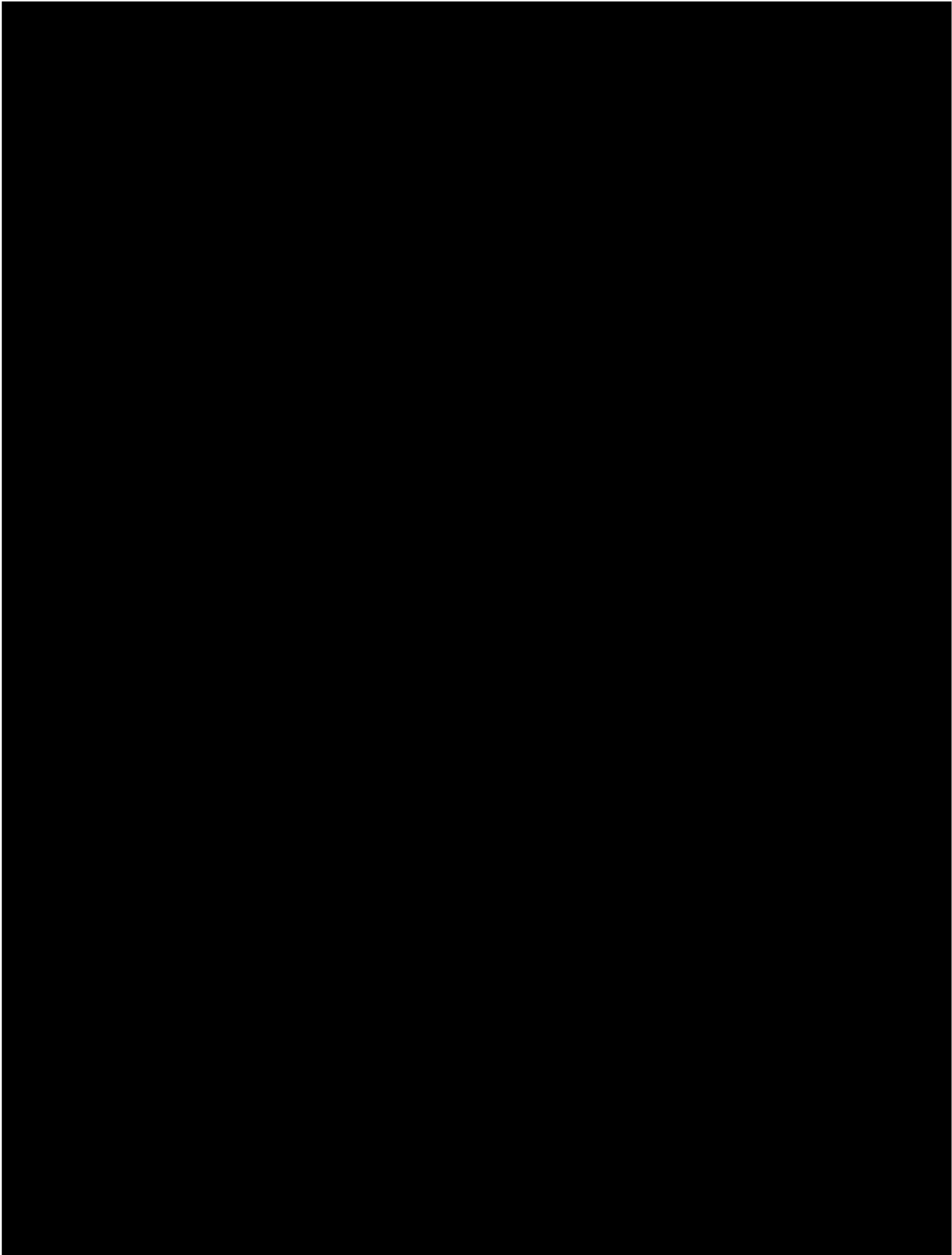


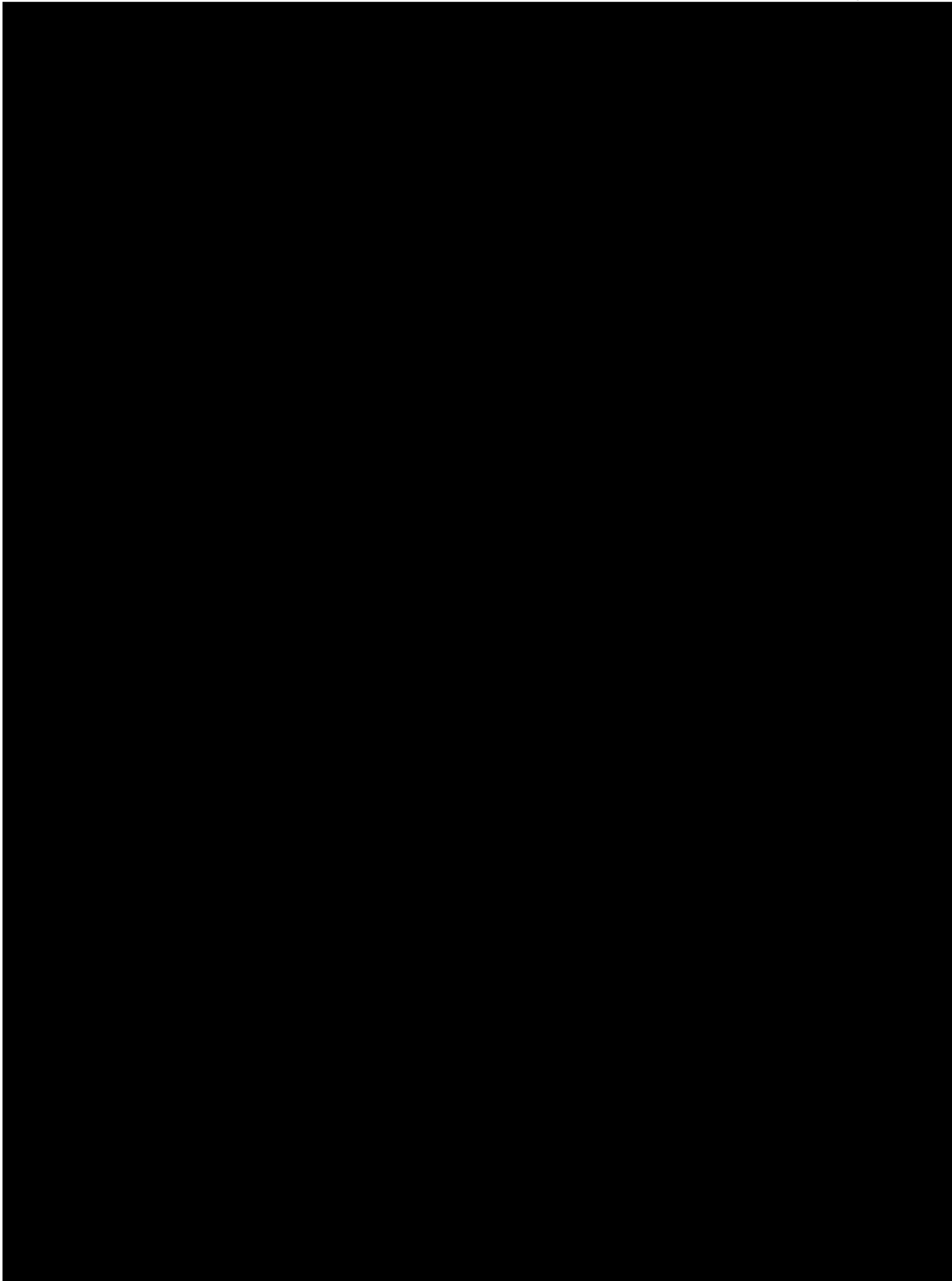


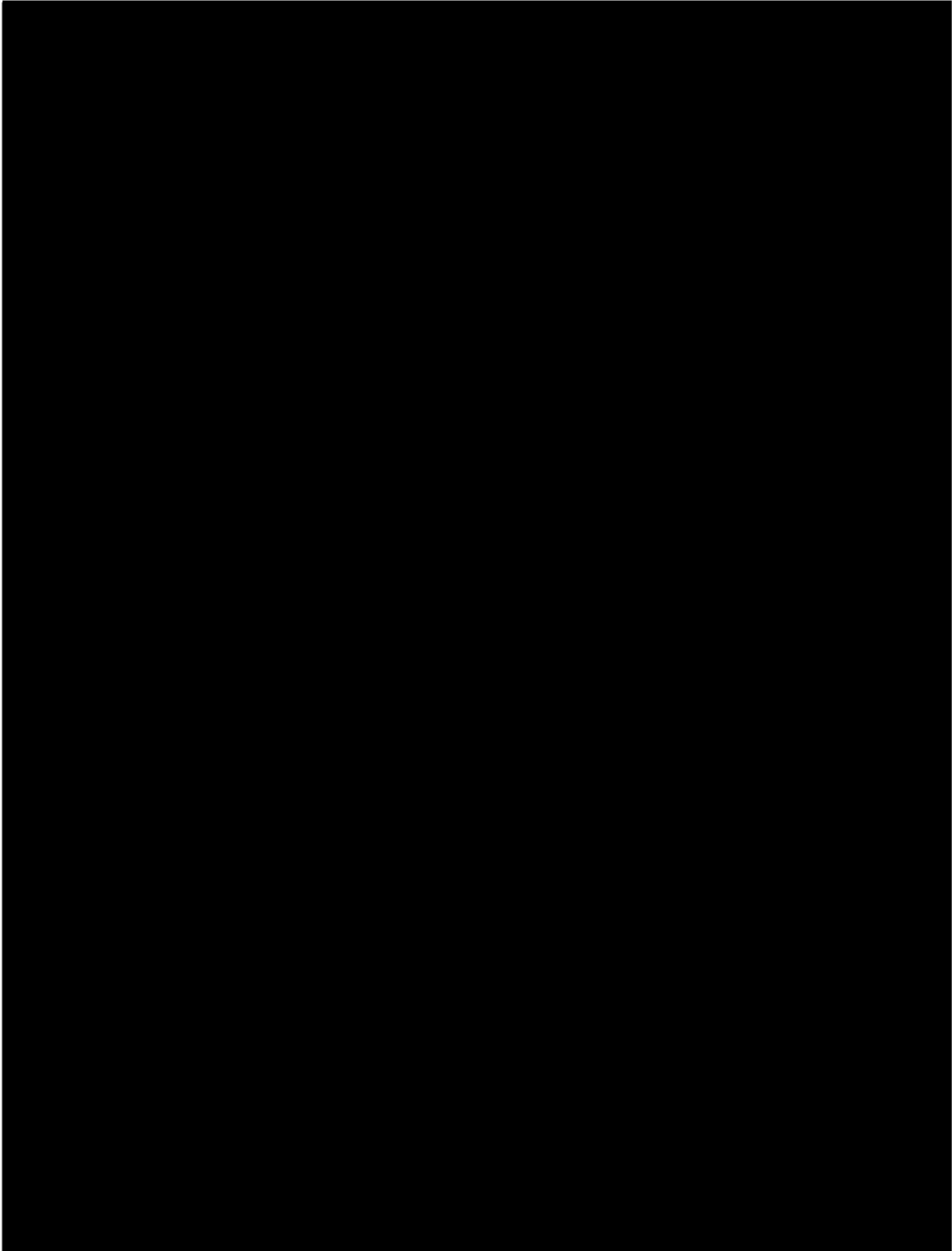


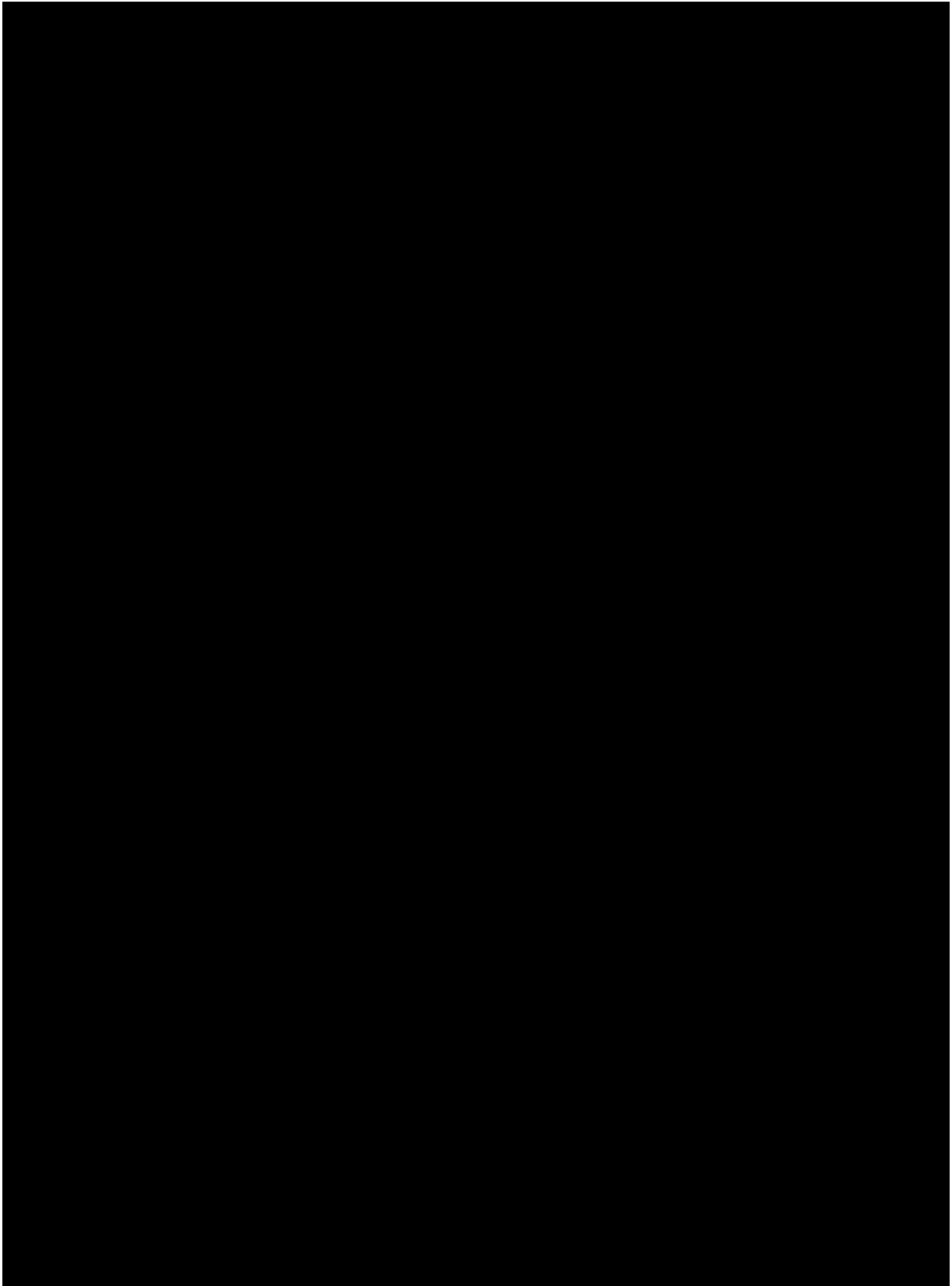


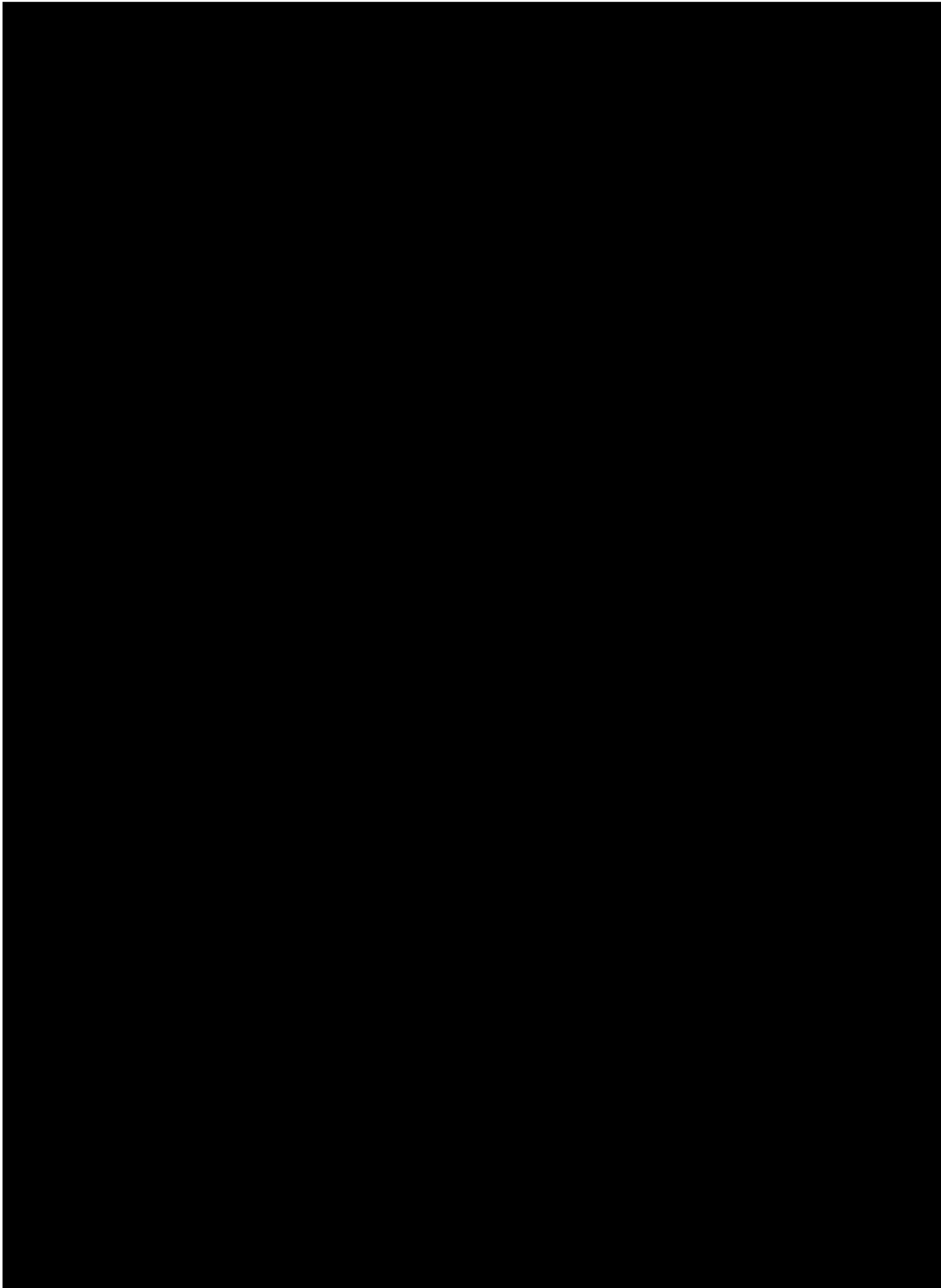


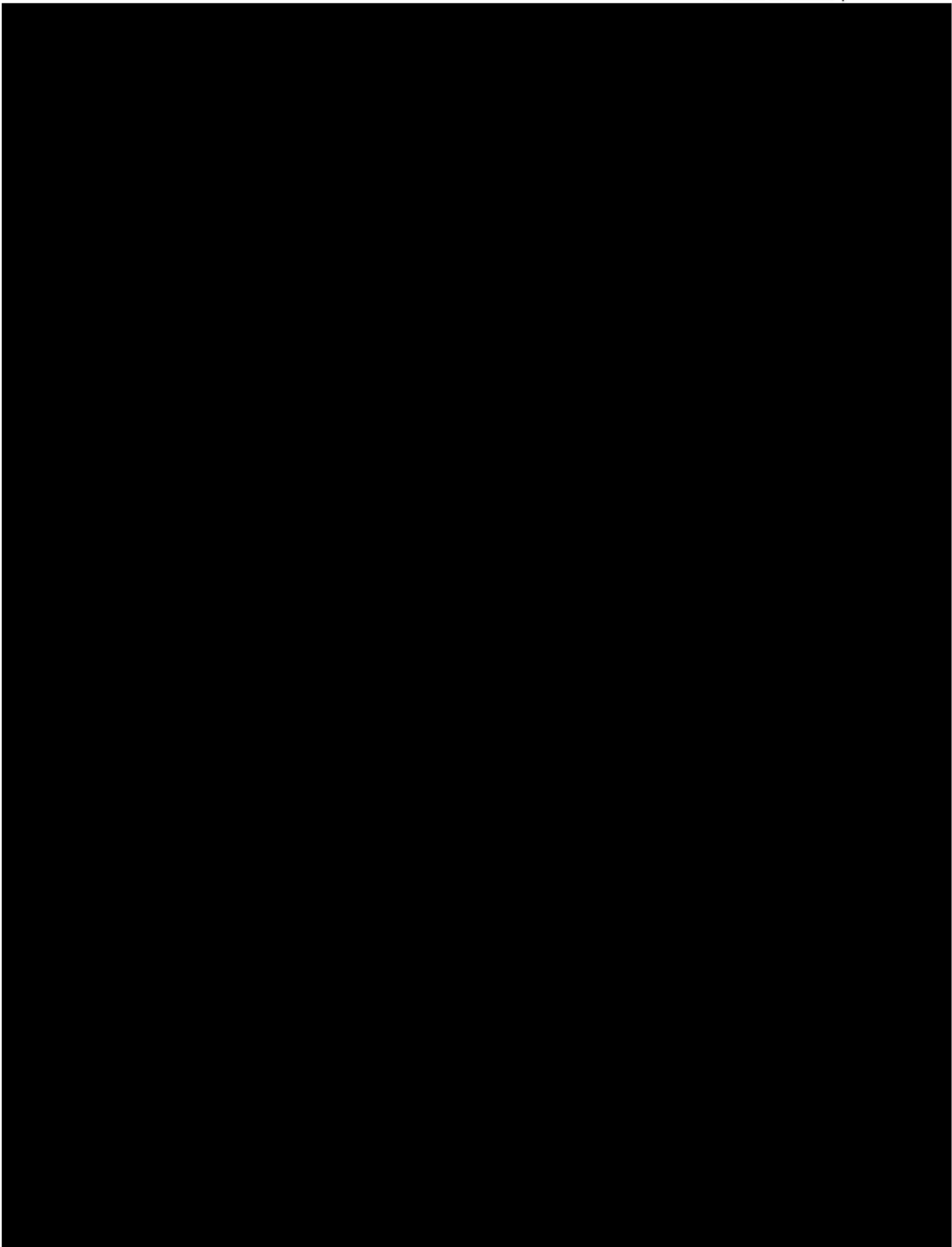


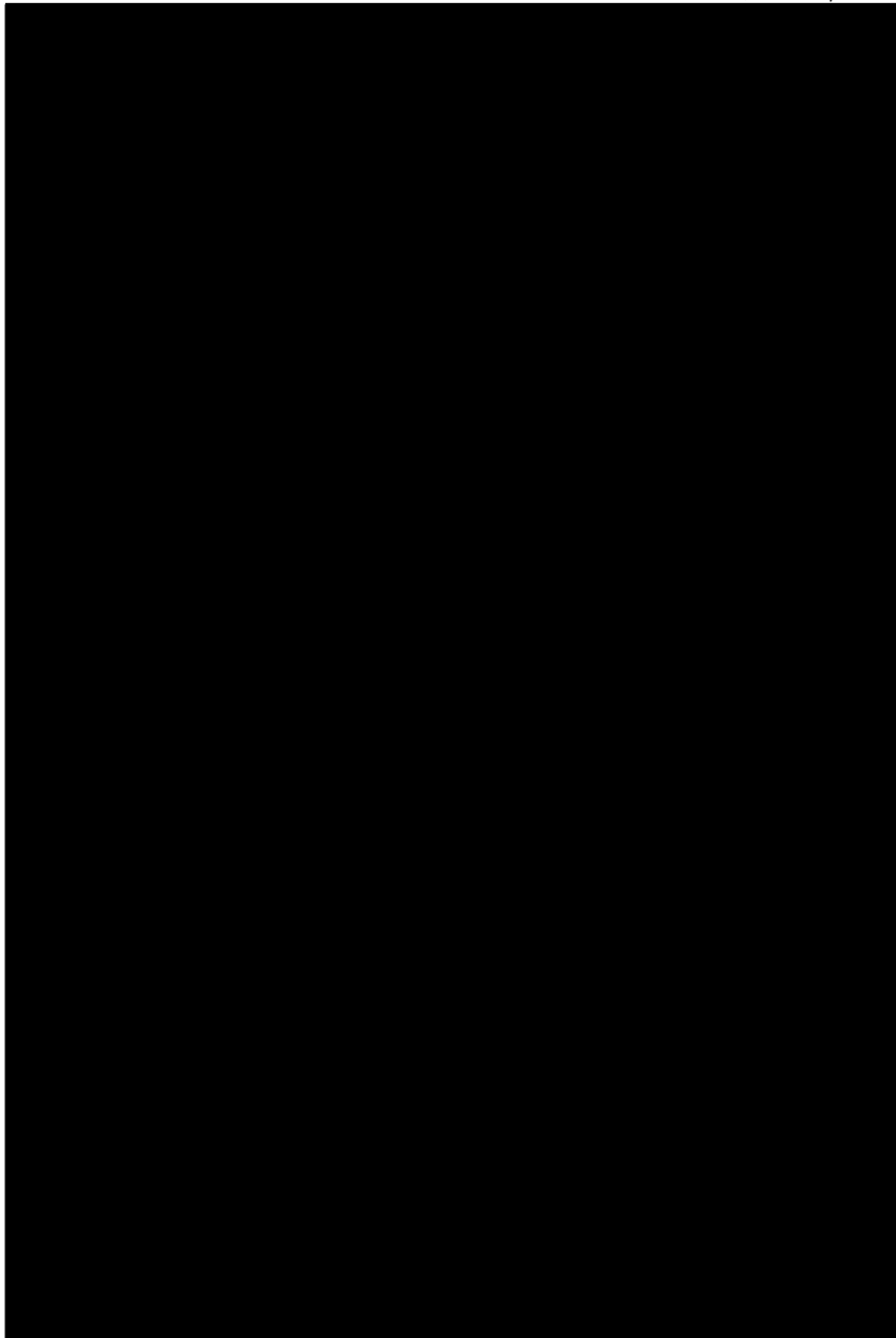


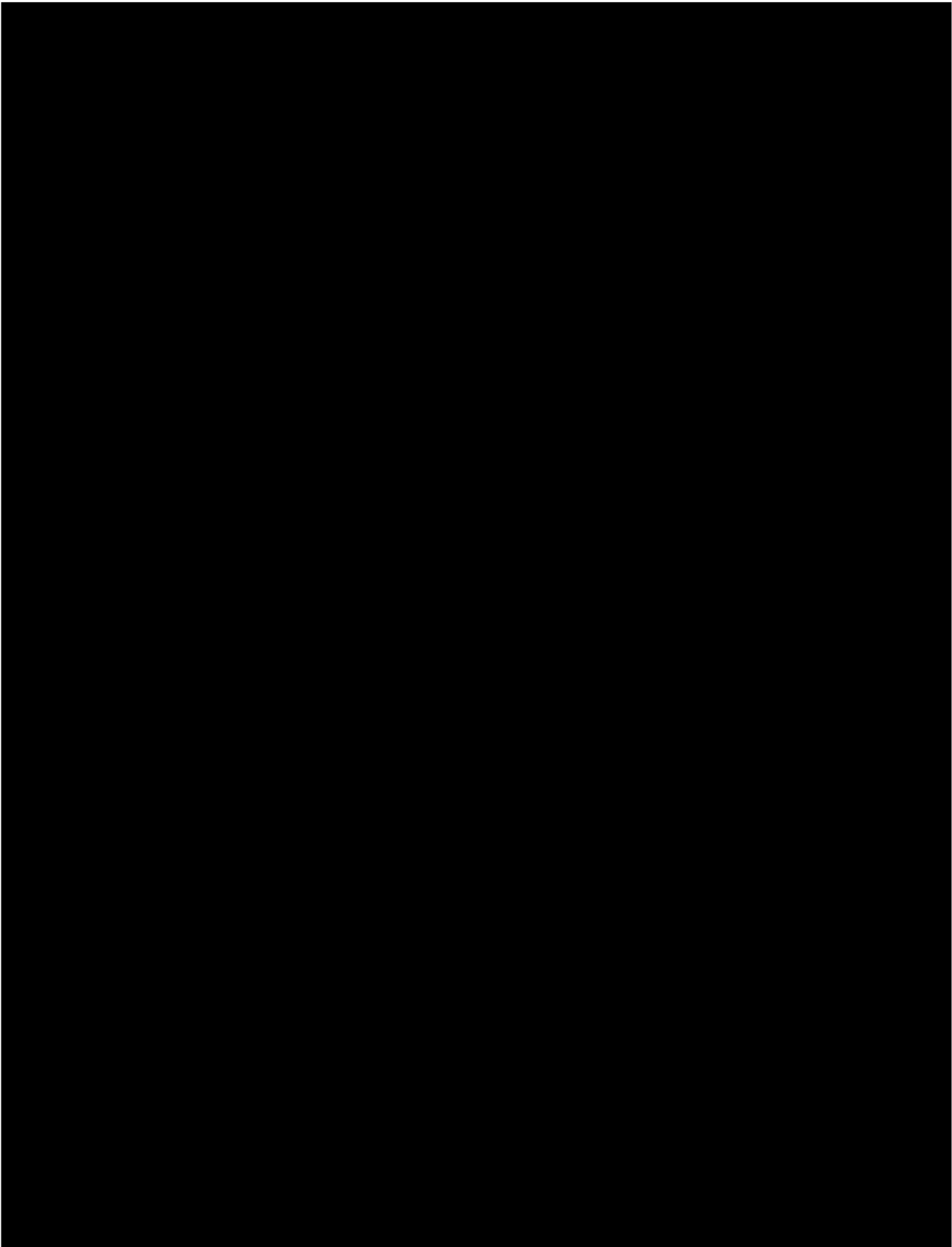


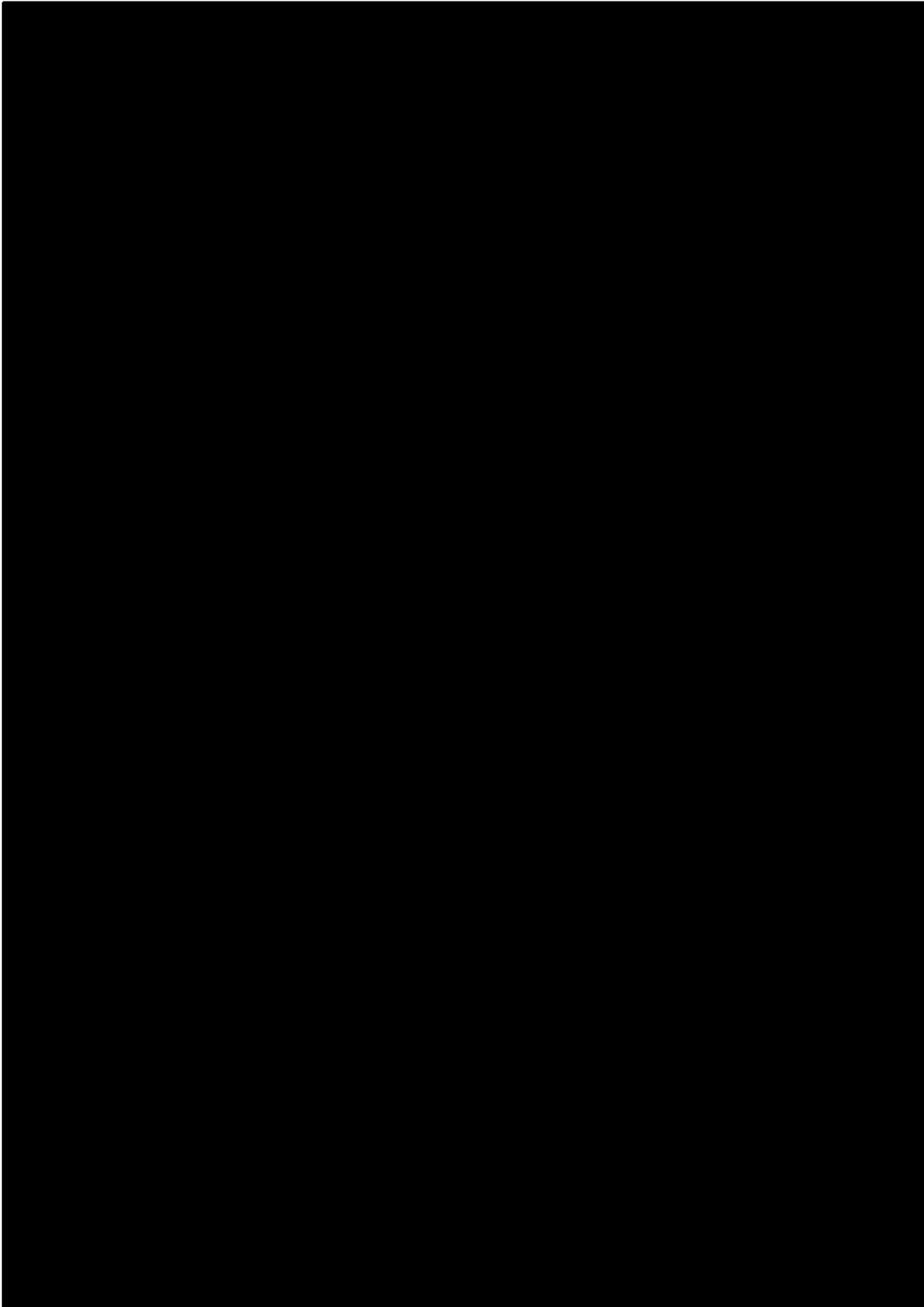


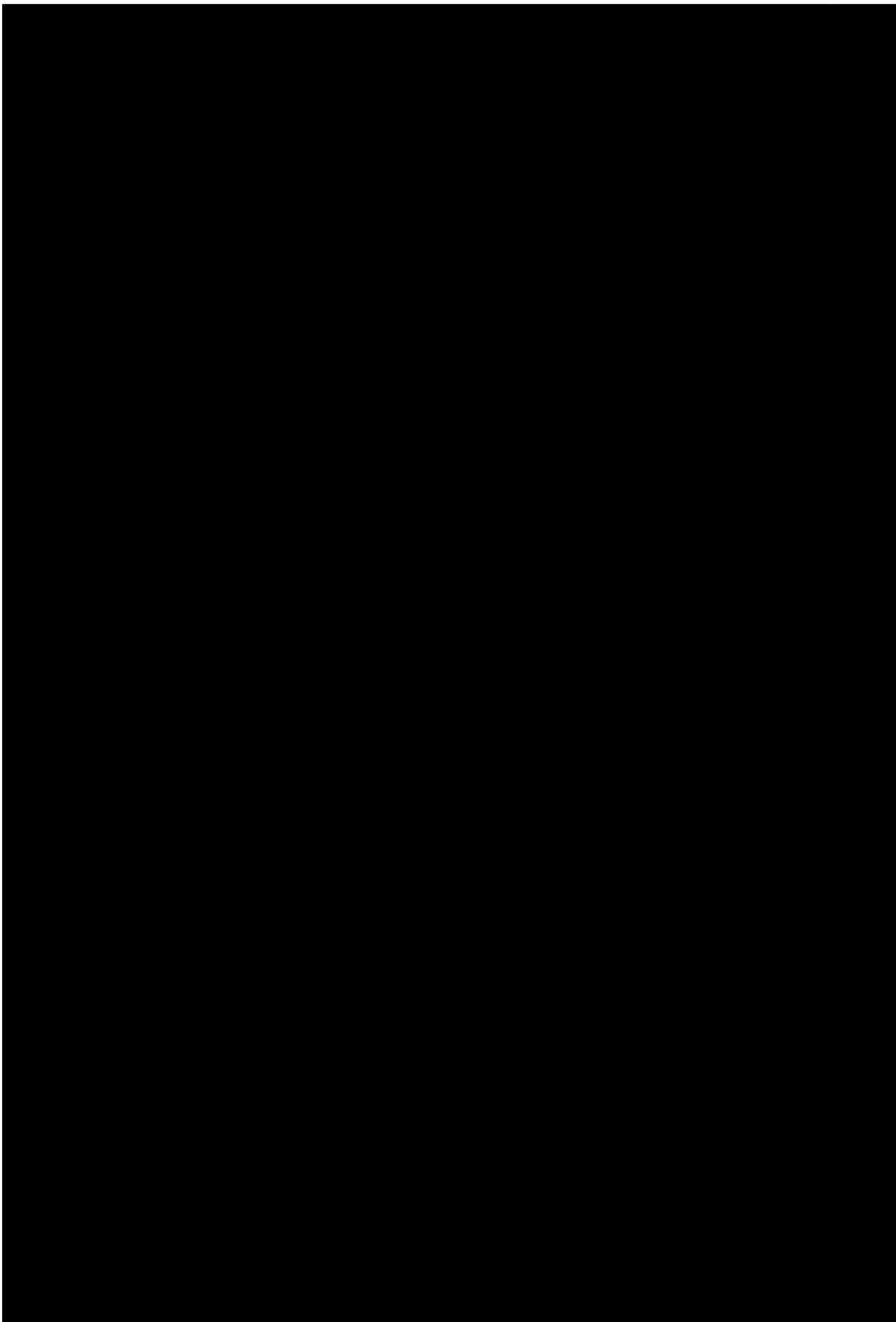


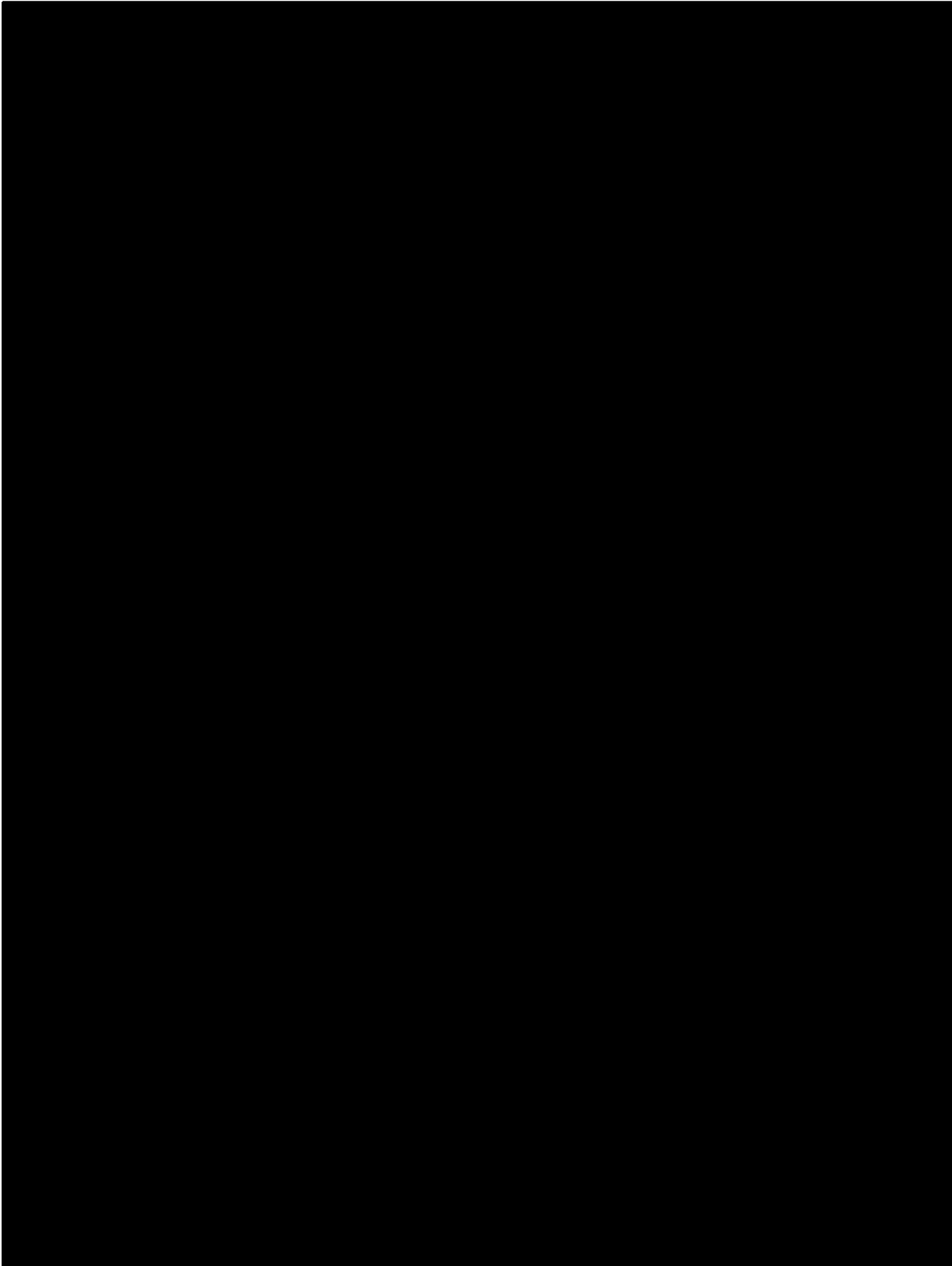


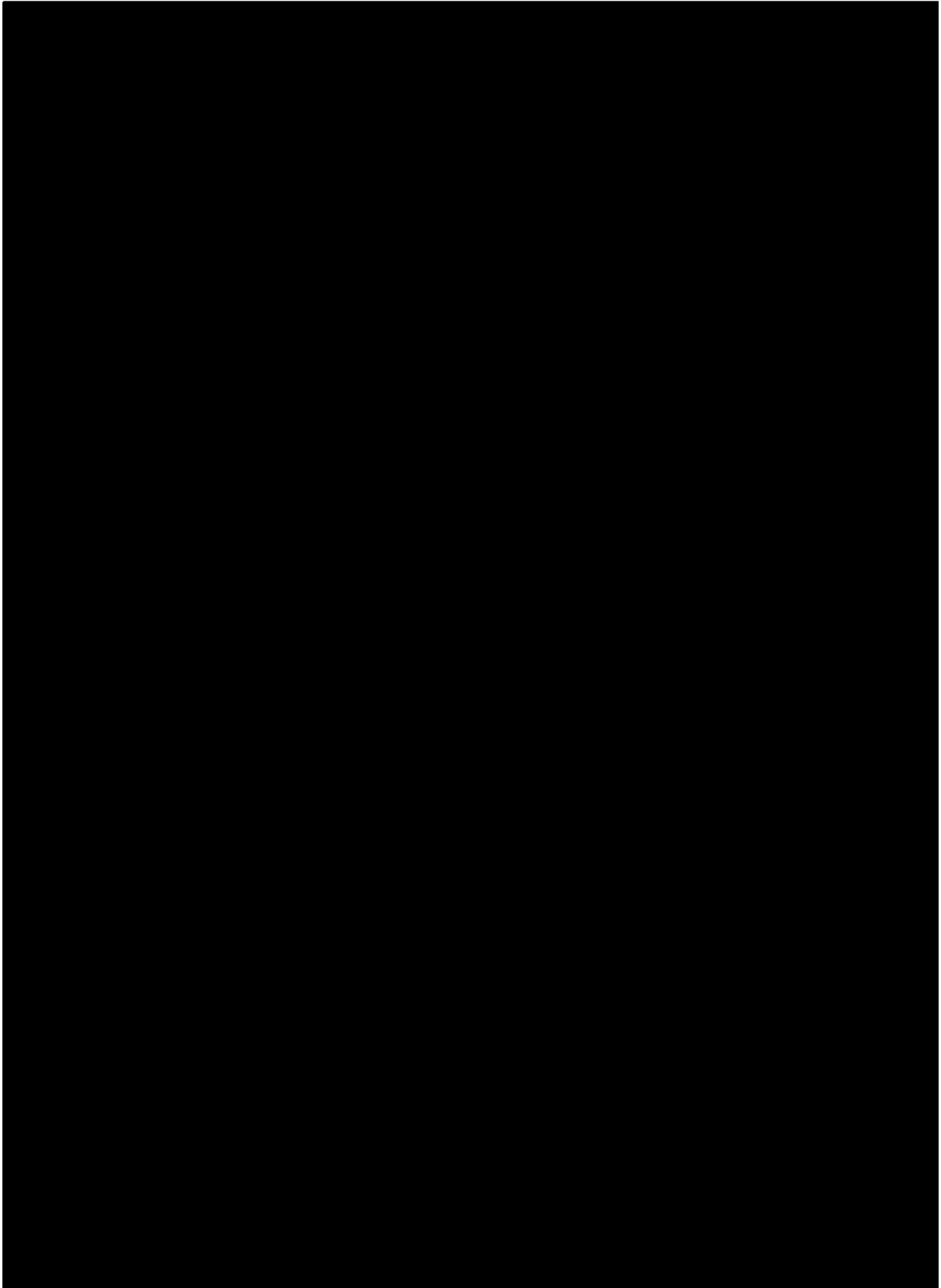


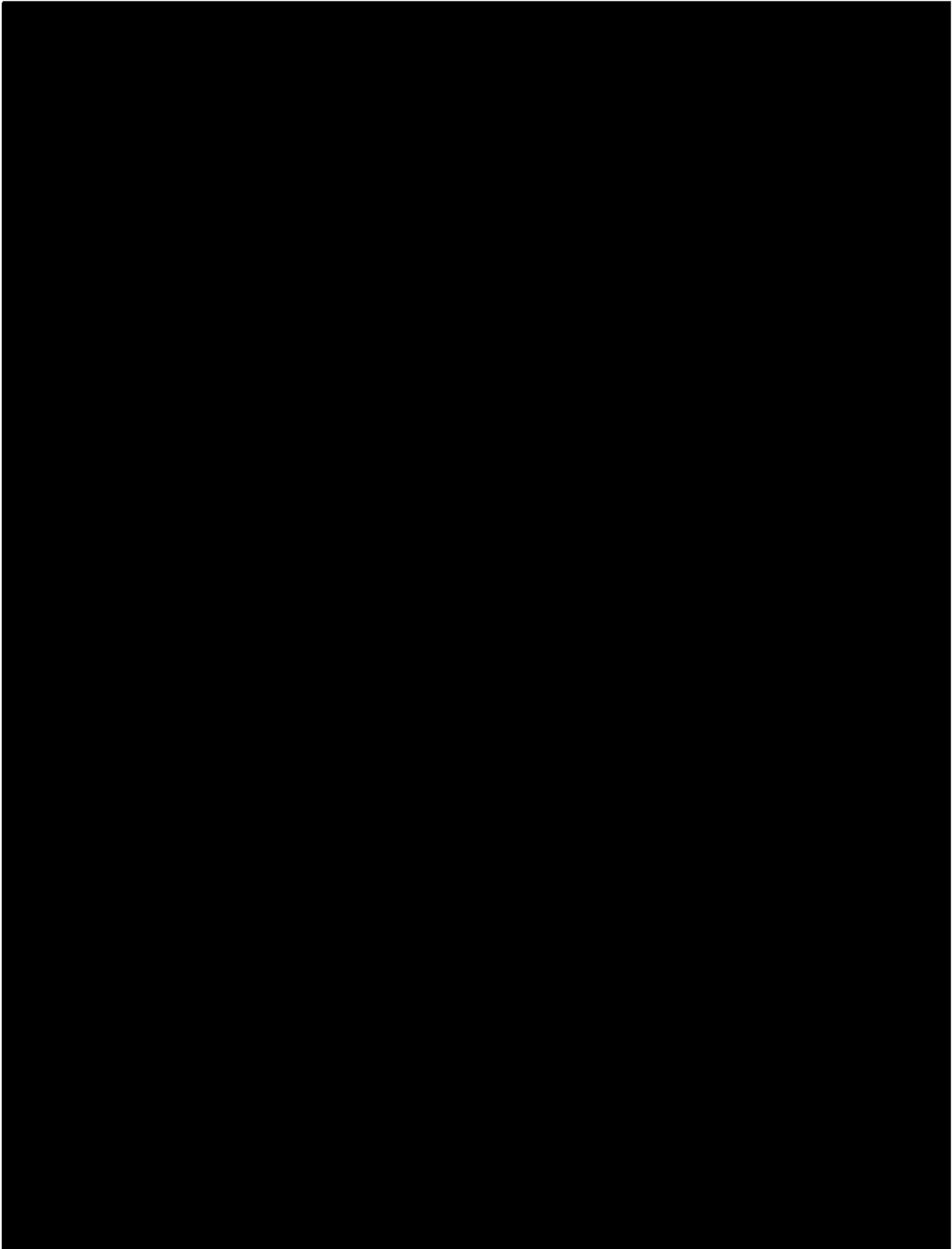


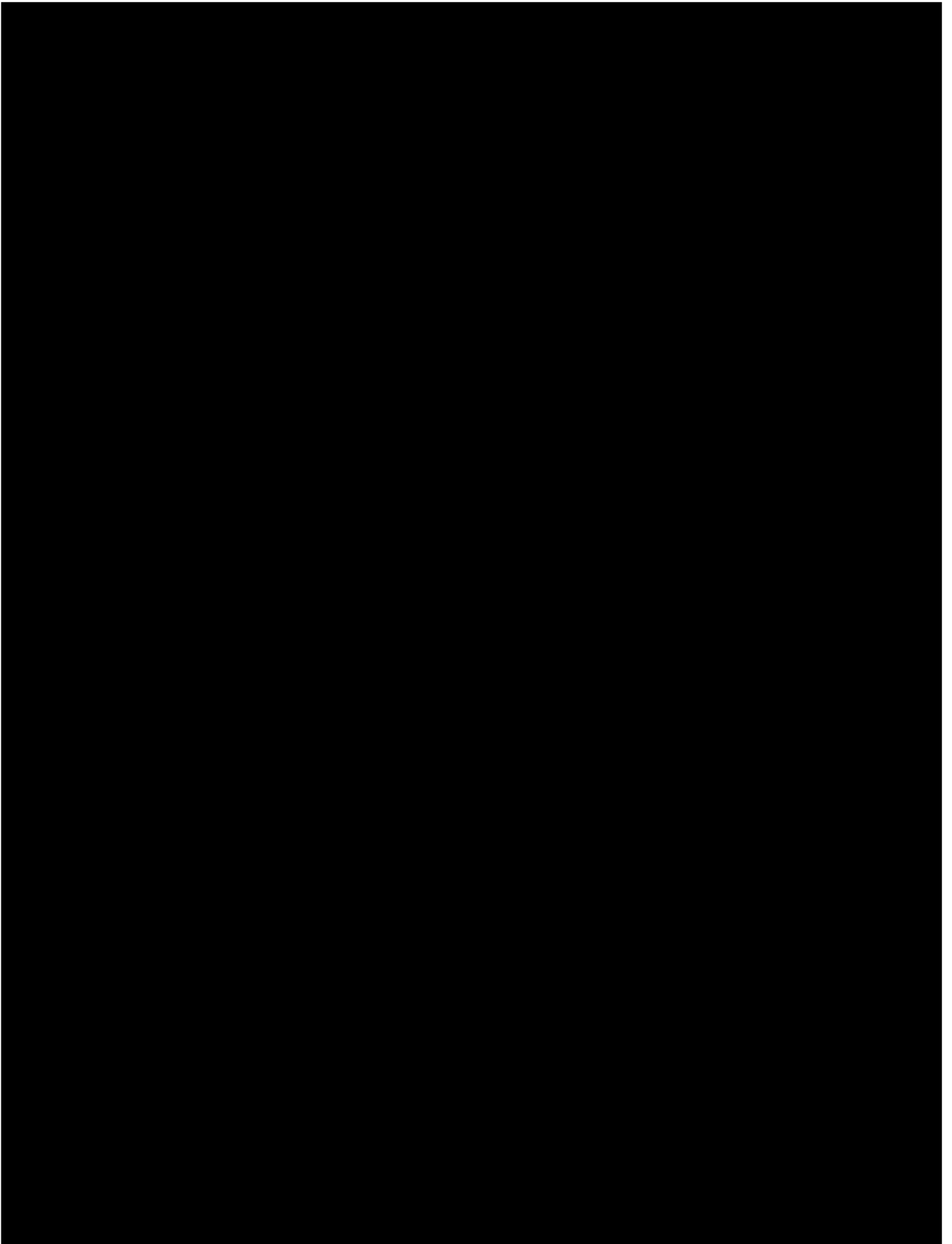


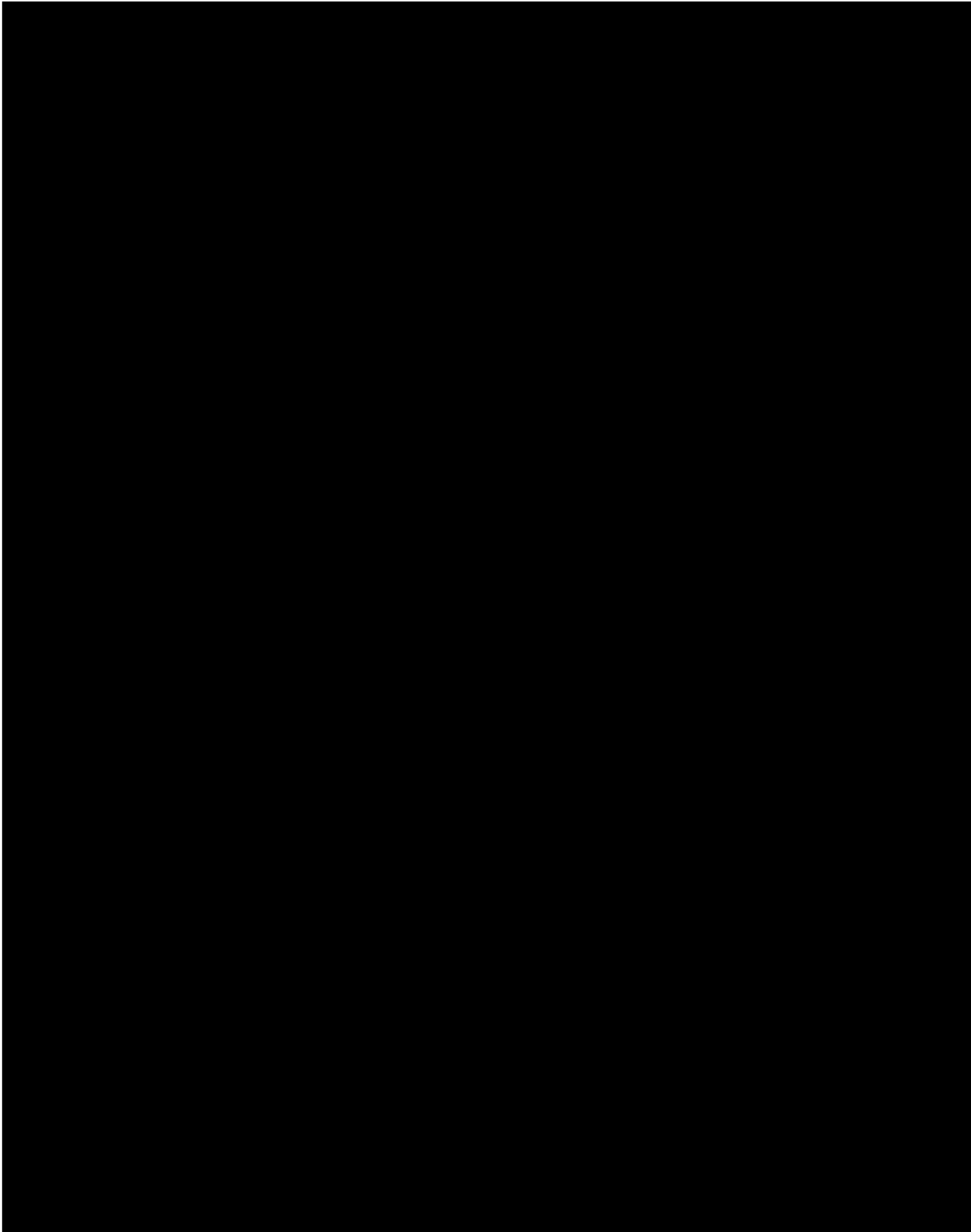


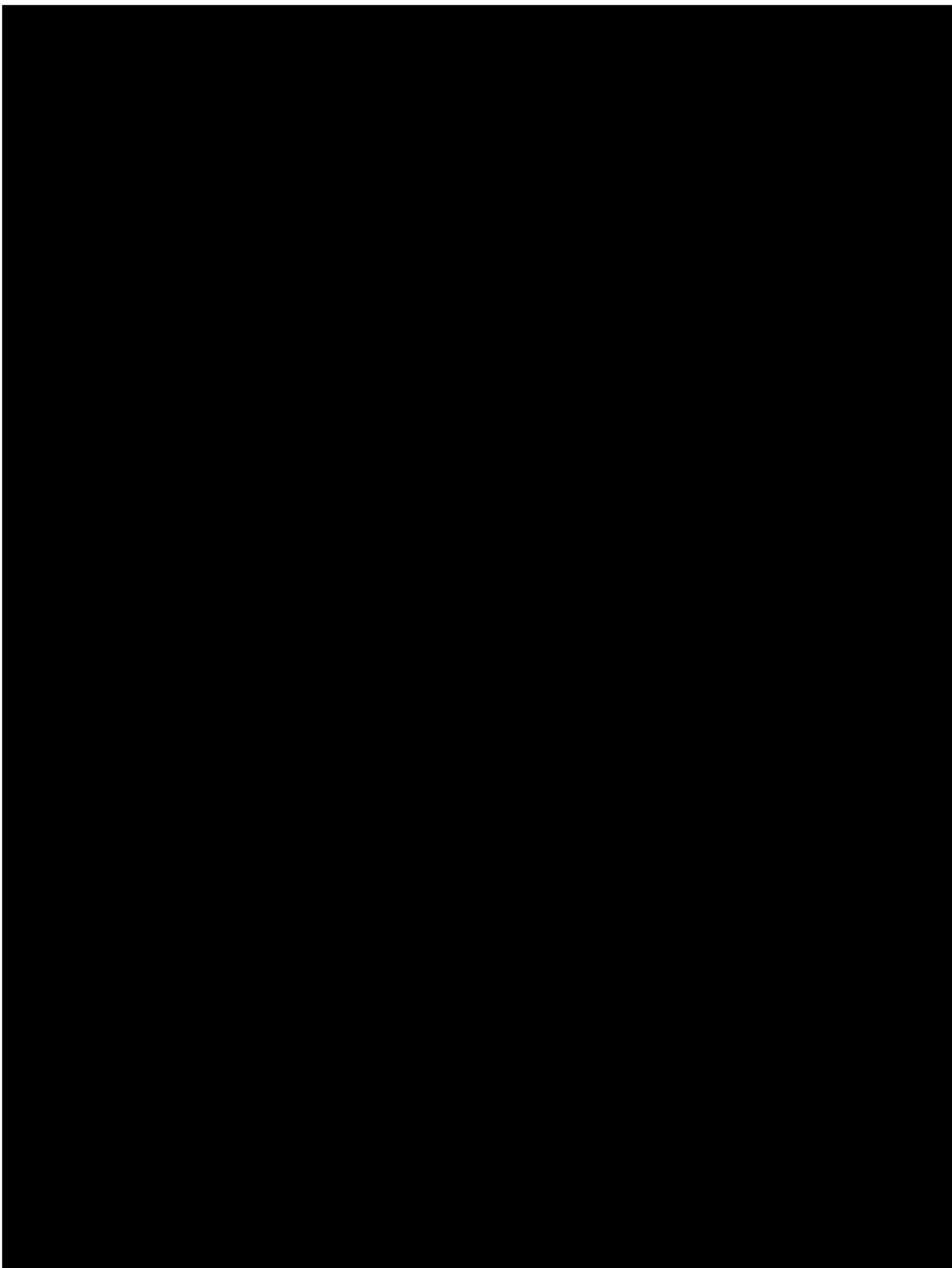


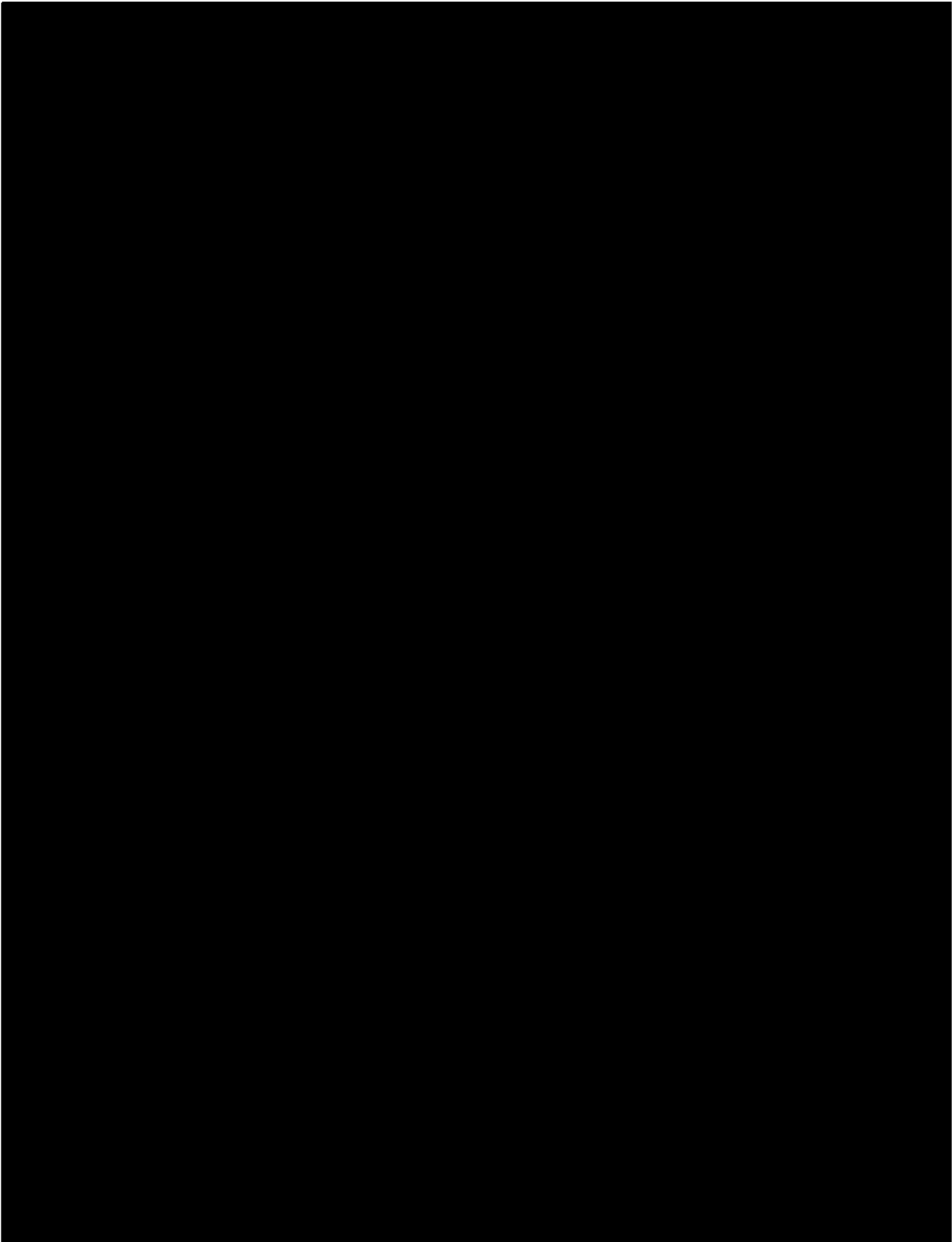












Signed as a deed poll.

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 D9

Augmentations

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 SLR. The process is set out in this Schedule D9 (*Augmentations*).
- (b) OpCo acknowledges that notwithstanding this Schedule D9 (*Augmentations*) but subject to the other provisions of this deed, TfNSW and the State are entitled to procure any augmentation or modification in whatever way they see fit provided that (and to avoid doubt), to the extent TfNSW or the State undertakes, or procures that a third party undertakes, an augmentation, expansion or modification of the SLR (excluding any Augmentation under this Schedule D9 (*Augmentations*) or Modification under the Operative Provisions):
 - (i) the augmentation, modification or expansion will be a Proximate Work Activity to the extent of any activities relating to it are within, adjacent to, over or under the SLR Site including the activities referred to at clause 34.1 (Right to carry out Proximate Work Activities) of the Operative Provisions; and
 - (ii) if TfNSW wishes to vary the terms of the Project in any way (including to integrate the works or operation of the augmentation, modification or expansion with the Project), or there is any impact on the Project as a consequence of the operation of services on any such augmentation, modification or expansion by a party other than OpCo, TfNSW must implement a Modification under the Operative Provisions.

1.2 Key Principles

The parties agree that the following principles apply to the Augmentation process set out in this Schedule D9 (*Augmentations*):

- (a) the 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 the Project with the intention of placing the parties in a no better and no worse position than prior to the implementation of the Augmentation;
- (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 Augmentation);
 - (ii) the transparency of the negotiations between OpCo and TfNSW under this Schedule D9 (*Augmentations*); and

- (iii) OpCo's participation in the Augmentation process under this Schedule D9 (*Augmentations*);
- (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 SLR;
- (f) the O&M Contractor will need to be involved in the testing, commissioning and final acceptance of an Augmentation;
- (g) subject to clause 10.3(b), 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 prior written agreement diminish any of the existing protections available to OpCo under this deed (such as Compensation Events and Relief Events), nor add additional obligations in relation to the SLR beyond those set out in this 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 SLR or assists OpCo in preparing information, in response to a proposal under this Schedule D9 (*Augmentations*), provided appropriate probity protocols are agreed during the project definition and preparation of Augmentation Proposal phases; and
- (j) Without limiting clause 1.1(b), TfNSW reserves the right to reduce or vary the scope of the Augmentation, or to exclude OpCo from the development of an augmentation and/or to undertake an augmentation with other parties (including after discontinuing an Augmentation process under this Schedule D9).

1.3 Breach by OpCo

A failure by OpCo and TfNSW to agree on any matters on which this Schedule D9 (*Augmentations*) expressly requires agreement:

- (a) does not constitute an OpCo Event of Default; and
- (b) will not constitute a breach for the purposes of clauses 41.5 (*Persistent Breach*) or 41.6 (*Frequent Breaches*) of the Operative Provisions.

2. DEFINITIONS

In this Schedule D9 (*Augmentations*):

Augmentation (or **proposed Augmentation**) means any extension to the SLR from time to time that is not an Expansion Modification or an extension otherwise carried out by a third party, unless TfNSW, in its absolute discretion, determines that an Expansion Modification cannot be dealt with in accordance with the Modification regime in which case such Expansion Modification will be deemed to be an 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 D9 (*Augmentations*), the core systems and components of the 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 LRVs and O&M Services.

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 Cost means the cost of the OpCo Augmentation Components as calculated in accordance with this Schedule D9 (*Augmentations*).

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:

- (c) preliminaries;
- (d) insurances;
- (e) labour
- (f) equipment;
- (g) materials;
- (h) subcontract costs;
- (i) indexation adjustments for inflation;
- (j) currency components;
- (k) margins; and
- (l) discount rates used to calculate net present values,
- (m) in a clear and transparent manner.

Request means any request or requests for information referred to in clause 3.2.

Unless stated otherwise:

- (n) a reference in this Schedule D9 (*Augmentations*) to a clause or an Appendix is a reference to a clause or Appendix of this Schedule D9 (*Augmentations*); and
- (o) 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 SLR 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 any reduced costs of operation and maintenance and other synergies that will be achieved if the SLR and Augmentation are fully integrated;
 - (B) options for the operating and asset management plan for the Augmentation;

- (C) options in relation to LRVs to implement the potential operating and asset management plan(s);
 - (D) an assessment of the impact of the Augmentation on the SLR; and
 - (E) analysis of potential impacts on the service payment abatement regime for the Augmentation (on a comparable basis to that in this deed for SLR);
- (iii) **(Financing)**: information in relation to the financing of the proposed Augmentation, including:
- (A) an indicative commercial and financial structure for the Augmentation and how it will interface with the existing commercial and financial structure for the SLR; 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. If following any Request TfNSW does not ask OpCo to provide such an estimate then OpCo shall be entitled to provide one for approval by TfNSW.
- (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 clause 3.2(g), be entitled to be reimbursed by TfNSW for 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(e) and clause 3.2(f) 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 clause 3.2(e) and clause 3.2(f) exceed [REDACTED] those costs in excess of [REDACTED] 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, which may be established from existing OpCo or Core Contractor personnel, to progress planning for the Augmentation and to manage its obligations under this Schedule D9 (*Augmentations*) promptly after receiving TfNSW's request. Prior to appointing the relevant personnel 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 SLR specified in Schedule A2 (*Key roles and personnel*).
- (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 senior management positions; 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 SLR 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 Alstom 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:
 - (i) any one or more of the matters set out in Part A of Appendix 1;
 - (ii) TfNSW's requirements in relation to parameters, requirements or constraints in terms of any response by OpCo to the Notice of Proposed Augmentation including in relation to periods of time, costs or involvement of persons or third parties in the preparation of the Augmentation Proposal; or

- (iii) 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, together with any other details requested by TfNSW pursuant to clause 6 of this Schedule D9 (*Augmentations*). The price for the preparation of the Augmentation Proposal must, subject to paragraph (c) below, 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, such that a percentage of the price payable to OpCo will be 'at risk' if the Augmentation does not proceed.
- (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(h)(i), it must prepare and submit the Augmentation Proposal to TfNSW as soon as reasonably 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 SLR, the Augmentation and, to the extent not addressed by the foregoing, the SLR as augmented by the Augmentation, is consistent with OpCo's acceptance of risk in respect of the SLR 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 SLR, the Sydney public transport network, the Sydney public transport networks customers, road users and pedestrians 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) 
- (d) TfNSW will meet any third party costs reasonably incurred in connection with compliance with clauses 10.1, 10.2 and 10.3 provided such costs are included in any notice submitted to TfNSW pursuant to clause 7.

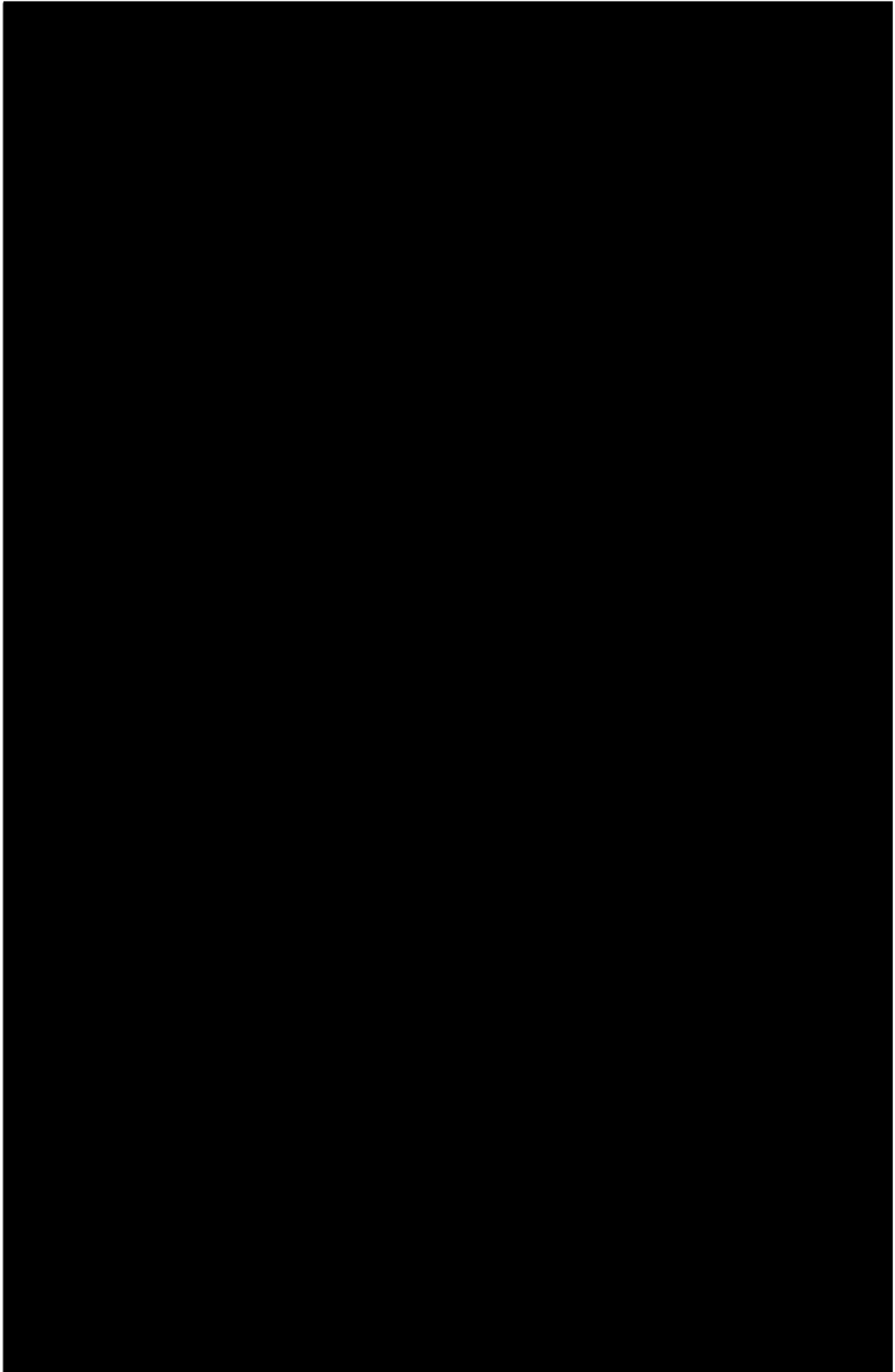
10.2 Right to request Refinancing

- (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 existing and 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 existing and 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 (on the assumption that the effect of the proposed Refinancing (taken as a whole together with the other terms of the Augmentation) is not materially more onerous or disadvantageous to OpCo and/or any Equity Investor and adequately compensates OpCo, if the effect of the proposed Refinancing would be an increase or adverse change in the profile of the risks or liabilities of OpCo under any Project Document when compared to the risk profile for the Project disregarding the Augmentation Proposal (including the tenor and other terms of the existing financing arrangements)); and
 - (B) initial drafts of any changes to this deed required to give effect to the proposed Refinancing.
- (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, provided that TfNSW may only issue an instruction under this clause 10.2(e)(i) as part of the implementation of an Augmentation; 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),
 - (iii) and OpCo must use all reasonable endeavours to comply with TfNSW's instructions,

10.3

[REDACTED]

[REDACTED]



11. OPEN BOOK AND AUDIT

- (a) During the negotiations under this Schedule D9 (*Augmentations*), 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; 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, OpCo must allow, and must:
 - (i) procure that O&M Contractor or Alstom 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 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 12:
 - (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,and both parties will negotiate in good faith accordingly.
- (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

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 (*Subcontracting*) 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:
 - (aa) any Associate of OpCo; or
 - (bb) 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 in relation to an Augmentation, and provided that the parties have agreed OpCo's project management fee contemplated by paragraph 3.2 of Appendix 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 in relation to an Augmentation.
- (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 SLR 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 Significant Contractors 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 Significant Contractors 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 but not limited to: the permanent route infrastructure, utilities relocation and the stop construction required for the Augmentation) and such work will be a Proximate Work Activity;
- (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 to the extent reasonably required to address the specific requirements of 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) and OpCo's costs of doing so may be dealt with pursuant to clause 7.

18. ACCESS

OpCo must provide TfNSW (and any person authorised by TfNSW) with such access to the Construction Site and the Permanent Light Rail Corridor 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 paragraph 3.2 of Appendix 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 SLR;
- (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 SLR;
- (c) operate the required services, provide access, exercise operational control and maintain the SLR 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 OR EXERCISE THE EQUITY PURCHASE OPTION

TfNSW may terminate this deed pursuant to clause 43.9 (*Termination in connection with Augmentations*) of the Operative Provisions or exercise the Equity Purchase Option in accordance with the Equity Purchase Deed if:

- (a) OpCo fails to remedy a material breach of this Schedule D9 (*Augmentations*) (including a failure to diligently progress any of the activities that OpCo performs, or is required to perform, under this Schedule D9 (*Augmentations*)) within 20 Business Days of having received written notice from TfNSW identifying the material breach;
- (b) in TfNSW's view (acting reasonably and in good faith), it is unlikely that the parties will be able to reach agreement on any of the matters provided or which ought to have been provided pursuant to clause 7 of this Schedule D9 (*Augmentations*); or
- (c) TfNSW has rejected the Augmentation Proposal as contemplated by clause 12(a) of this Schedule D9 (*Augmentation*) and in TfNSW's view (acting reasonably and in good faith) it is unlikely that the parties will be able to reach agreement on the Augmentation Proposal.

This clause does not in any way limit TfNSW's rights under clause 43.7 (*Voluntary Termination by TfNSW*) 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 D9 (*Augmentations*) or any negotiations with OpCo in relation to an Augmentation (without prejudice to any rights of OpCo to be reimbursed costs previously agreed pursuant to clause 7). 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 the SLR by the Date for Completion or OpCo's operation of the SLR 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 D9 (*Augmentations*) and any competitive process under clause 14.

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 D9 (*Augmentations*) 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 "Alstom Systems IP" as defined in Schedule A5 that intellectual property shall be licensed to TfNSW on the same terms as it is in Schedule A5, Section 4 save that all references to SLR shall be read as the Augmentation.

Appendix 1

Requirements for Augmentation Proposal

1. PART A – REQUIREMENTS FOR NOTICE OF PROPOSED AUGMENTATION

1.1 Procurement and delivery

- (a) 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:
 - (i) TfNSW procuring certain elements of the Augmentation (including the permanent route infrastructure and the stop construction) to be carried out by Other Contractors as Proximate Work Activities;
 - (ii) 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);
 - (iii) OpCo procuring any OpCo Augmentation Components;
 - (iv) OpCo procuring any OpCo Augmentation Components under an alliance or early contractor involvement contract;
 - (v) competitive tendering by OpCo for the procurement of any Contestable Components and any Non-Contestable Components; and
 - (vi) procurement by OpCo of any Non-Contestable Components.
- (b) Details of the elements of the OpCo Augmentation Components which, in TfNSW's opinion are Contestable Components and may be put to competitive tender.
- (c) 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.
- (d) TfNSW's requirements for the management and provision of design, construction, testing, commissioning and completion of the Augmentation.
- (e) TfNSW's requirements for the independent certification of the design, construction, testing, commissioning and completion of the Augmentation.
- (f) TfNSW's requirements for an independent certifier to be jointly engaged by the parties (and any other persons nominated by TfNSW).
- (g) 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).
- (h) Draft technical specifications relating to the OpCo Augmentation Components.
- (i) TfNSW's preliminary reference design for the proposed Augmentation.

- (j) Details of any land TfNSW proposes to make available to OpCo with respect to the Augmentation.
- (k) Any studies, reports or similar material available to TfNSW which TfNSW proposes to provide as Information Documents.
- (l) TfNSW's requirements for any project plans to be prepared by OpCo with respect to the proposed Augmentation.
- (m) TfNSW's proposed strategy for obtaining planning approval with respect to the proposed Augmentation.
- (n) TfNSW's requirements for OpCo to obtain any:
 - (i) additional Approvals; or
 - (ii) amendments, modifications or variations to any Approval or OpCo's Accreditation.
- (o) TfNSW's requirements for OpCo to manage any communications and community relations issues arising from the proposed Augmentation.
- (p) TfNSW's requirements for the management of any tender process to be carried out by OpCo in relation to the proposed Augmentation.
- (q) TfNSW's requirements and timetable for the management of the negotiation process for the proposed Augmentation.
- (r) TfNSW's requirements to minimise the impact of the delivery of the proposed Augmentation on the SLR and its customers.
- (s) 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).
- (t) Any information TfNSW requires from OpCo regarding the OpCo Augmentation Components or the Augmentation generally.
- (u) 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 stops required for the Augmentation), including requirements for any cooperation and integration deed addressing the specific requirements of TfNSW.

1.2 **Operations and maintenance**

- (a) TfNSW's requirements for OpCo to provide services and operate and maintain any additional works or LRVs.
- (b) TfNSW's expectation of the extent of cost benefits and synergies which will arise from the combined operation and maintenance of the SLR and the Augmentation.
- (c) 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 SLR and the Augmentation have not been realised under the Augmentation Proposal.

1.3 Finance

- (a) TfNSW's requirements (if any) for OpCo to finance the OpCo Augmentation Components or any part of them.
- (b) 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.

1.4 Costs

- (a) 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.
- (b) Details of TfNSW's proposed manner of payment of the OpCo Augmentation Cost, including:
 - (i) by a schedule of lump sum milestone payments;
 - (ii) by adjustment to the Service Payment; or
 - (iii) by a combination of the above.
- (c) Other commercial issues
- (d) TfNSW's requirements with respect to any intellectual property required for the proposed Augmentation.
- (e) TfNSW's requirements with respect to any insurances to be taken out with respect to the proposed Augmentation.
- (f) Any other information considered relevant by TfNSW.

2. PART B – REQUIREMENTS FOR AUGMENTATION PROPOSAL

2.1 Procurement and delivery

- (a) Any changes which OpCo proposes to TfNSW's proposed contractual structure for delivering the OpCo Augmentation Components, together with the reasons for the changes.
- (b) How OpCo proposes to provide value for money for TfNSW in delivering the OpCo Augmentation Components, including how OpCo will:
 - (i) seek competitive prices for any Contestable Components;
 - (ii) ensure that TfNSW receives value for money with respect to any Non-Contestable Components; and
 - (iii) capture for the benefit of TfNSW the cost savings arising from the combined operations and maintenance of the SLR and the Augmentation.
- (c) Any alternative options proposed by OpCo for delivering the OpCo Augmentation Components.
- (d) A delivery program identifying the staging of works and any requirements for possessions of any roads or railways, including SLR.

- (e) Any elements of the OpCo Augmentation Components which OpCo reasonably considers to be Non-Contestable Components:
 - (i) 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
 - (ii) provided that OpCo may not identify any systems or components other than LRVs or O&M Services as Non-Contestable Components.
- (f) OpCo's confirmation that it will deliver the OpCo Augmentation Components consistently with the specified requirements of TfNSW.
- (g) OpCo's response to TfNSW's proposed amendments to the terms of this deed and the proposed risk allocation for the Augmentation.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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 SLR.
- (m) Any information of any potential latent conditions or issues known to OpCo that could impact the proposed Augmentation.
- (n) Any inspections, investigations or testing of the proposed site that OpCo wishes, or wishes TfNSW, to carry out.
- (o) 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.
- (p) 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.
- (q) Drafts of any project plans required by TfNSW.
- (r) Drafts of interface plans with Transport for NSW, Roads and Maritime Services, other public transport operators and any other Authorities affected by the Augmentation.
- (s) The effects which the proposed Augmentation is likely to have on:

- (i) operations and timetabling;
- (ii) operational performance (including headways and journey times);
- (iii) customers and service levels;
- (iv) industrial relations and staff training;
- (v) maintenance requirements;
- (vi) the workmanship, durability or functional integrity of the OpCo Project Works, the Temporary Works or the SLR;
- (vii) OpCo's ability to perform OpCo's Activities in accordance with this deed;
- (viii) the safety of the SLR;
- (ix) OpCo's ability to hand the SLR over to TfNSW (or its nominee) in accordance with the requirements of, and in the condition requirement by, this deed;
- (x) OpCo's ability to:
 - (A) satisfy any warranty given by OpCo under this deed; or
 - (B) perform any of its other obligations under this deed.
- (t) Any other information reasonably required by TfNSW.

2.2 Operations and maintenance

- (a) Draft operations and maintenance specifications relating to the OpCo Augmentation Components and any change to the existing operating and maintenance requirements for OpCo.
- (b) Draft fleet plan, including fleet numbers and configuration.

2.3 Financing

- (a) Subject to clause 10, the basis on which OpCo would be prepared to finance the OpCo Augmentation Components, if required to do so, including:
 - (i) the levels of debt and equity proposed;
 - (ii) 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
 - (iii) [REDACTED]and the process(es) which OpCo will implement to ensure that the sourcing of debt and equity (and the pricing of them) is transparent.
- (b) A protocol for amending the Base Case Financial Model to incorporate the impact of the OpCo Augmentation Cost.
- (c) A proposed revised version of Schedule D7 and the Base Case Financial Model prepared in accordance with this deed to incorporate the impact of the OpCo Augmentation Cost.

2.4 Costs

- (a) The OpCo Augmentation Cost calculated in accordance with Appendix 2.
- (b) OpCo's response to TfNSW's proposed manner of payment of OpCo Augmentation Cost.

2.5 Other matters

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 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 D9 (*Augmentations*).

- (b) **(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 D9 (*Augmentations*).
- (c) **(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

- (a) OpCo will be entitled to a fee for:
 - (i) managing the delivery of the Augmentation or parts of it;
 - (ii) managing the procurement of any Contestable Components;
 - (iii) 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
 - (iv) carrying out its obligations under clause 19.
- (b) 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.
- (c) The project management fee will be developed as follows:
 - (i) 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:
 - (A) any external third party advisory costs;
 - (B) any third party costs incurred in carrying out OpCo's obligations in clauses 16 and 19;
 - (C) any out of pocket expenses incurred by OpCo; and
 - (D) the cost of any additional staff reasonably required to be engaged by OpCo,but excluding any costs incurred as a result of:
 - (E) the failure by OpCo to comply with its obligations under this deed or another Project Agreement;
 - (F) 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;

- (G) any default or negligent or fraudulent act or omission on the part of OpCo or its Associates; or
 - (H) OpCo complying with its obligations under clauses 9.2 (*Principal contractor*), 9.4 (*Work health and safety*) and 9.11 (*Stakeholder activities*) of the Operative Provisions; and
- (ii) 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).
- (d) OpCo will not be entitled to a project management fee on any work in respect of which it receives a margin.
 - (e) 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 this Schedule D9 (*Augmentations*)) 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 in relation to this Appendix 2, the matter may be referred by either party for resolution in accordance with clause 56 (*Dispute resolution*) 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 D9 (*Augmentations*) and in accordance with paragraph 5.2 of this Appendix 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; and

(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 D1 (*Service Payment Regime*) 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 Augmentation to the same extent as is provided to TfNSW under Schedule A5 (*Intellectual Property*) in relation to SLR.

Schedule D10

Insurances

(Clauses 39.1 and 39.2)

1. Delivery Phase Insurances

Insurance	Minimum Requirements	Deductible
Contract Works (Material Damage)	<p>Insured Parties</p> <p>OpCo, TfNSW, RMS and the Security Trustee and the D&C Contractor to be specified within the definition of "Insured", for their respective rights and interests.</p> <p>Sum Insured</p> <p>The cost of reinstatement and replacement of the SLR Works plus a provision for the cost of removal of debris, professional fees and expediting expenses.</p>	In the range of [REDACTED] - [REDACTED]
Third Party Liability	<p>Insured Parties</p> <p>OpCo, TfNSW, RMS and the Security Trustee and the D&C Contractor to be specified within the definition of "Insured".</p> <p>Sum Insured</p> <p>\$500,000,000 for any one occurrence or series of occurrences arising out of the same source or original cause and unlimited in the aggregate during the period of insurance but in the aggregate in respect of all occurrences with respect to products and completed operations liability.</p>	In the range of [REDACTED] - [REDACTED]

Insurance	Minimum Requirements	Deductible
Advance Consequential Loss	<p>Insured Parties</p> <p>OpCo and the Security Trustee to be specified within the definition of "Insured".</p> <p>Sum Insured</p> <p>Service Payments (unabated) and the net commercial revenue generated by OpCo over the 27 month period following the Date of Completion.</p>	30 day time deductible (in the aggregate)
Professional Indemnity Insurance	<p>Insured Parties</p> <p>OpCo and the D&C Contractor.</p> <p>Sum Insured</p> <p>\$50,000,000 for any one claim and in the aggregate.</p>	No less than [REDACTED]
Plant and Equipment Insurance	<p>Insured Parties</p> <p>OpCo, TfNSW, RMS and the Security Trustee and the D&C Contractor.</p> <p>Sum Insured</p> <p>Not less than market value.</p>	In the range of [REDACTED] - [REDACTED]
Marine Cargo	<p>Insured Parties</p> <p>OpCo, TfNSW, RMS and the Security Trustee and the D&C Contractor.</p> <p>Sum Insured</p> <p>Full replacement cost (including cost of insurance, freight taxes and duties as may be applicable) for an amount not less than the maximum total value of any one shipment.</p>	No less than [REDACTED]
Marine Advance Consequential Loss	<p>Insured Parties</p> <p>OpCo and the Security Trustee.</p> <p>Sum Insured</p> <p>The amount equivalent to loss of the Service Payment for a 12 month indemnity period.</p>	14 days

Insurance	Minimum Requirements	Deductible
Employers Liability and Workers' Compensation Insurance	<p>Insured Parties</p> <p>OpCo to procure its own policy with respect to its own employees.</p> <p>Sum Insured</p> <p>As required by law.</p>	As required by law
Own Damage Motor Vehicle Insurance	<p>Each party to procure its own policy with respect to its own vehicles.</p> <p>Sum Insured</p> <p>Not less than market value.</p>	In the range of [REDACTED] - [REDACTED]
Third Party Property Damage Motor Vehicle Insurance	<p>Each party to procure its own policy with respect to its own vehicles with TfNSW and RMS noted as additional insureds.</p> <p>Sum Insured</p> <p>\$30,000,000 for any one occurrence and unlimited in the aggregate.</p>	In the range of [REDACTED] - [REDACTED]
Compulsory Third Party Motor Vehicle Insurance	<p>Insured Parties</p> <p>OpCo to procure its own policy with respect to its own vehicles.</p> <p>Sum Insured</p> <p>As required by law.</p>	As required by law
Terrorism Insurance (assembly plant in Barcelona only)	<p>Insured Parties</p> <p>Alstom Transport Australia Pty. Limited/ACCIONA Infrastructure Australia JV, OpCo and the Security Trustee and others as required by contract.</p> <p>Sum Insured</p> <p>Section 1 – Material Damage [REDACTED]</p> <p>Section 2 – Consequential Loss [REDACTED]</p>	<p>Section 1: [REDACTED]</p> <p>Section 2: 30 Days</p>

2. Operations Phase Insurances

Insurance	Minimum Requirements	Deductible
<p>Industrial Special Risks Insurance</p>	<p>Insured Parties</p> <p>OpCo, TfNSW, RMS and the Security Trustee, the O&M Contractor and Alstom, to be specified within the definition of "Insured", for their respective rights and interests.</p> <p>Sum Insured</p> <p>(a) Replacement or reinstatement value of the SLR not less than \$150,000,000 any one occurrence.</p> <p>(b) Business interruption insurance, which includes cover for loss of the Service Payment and increased costs of working, following loss or damage to the SLR for an indemnity period of not less than 12 months.</p>	<p>In the range of [redacted] - [redacted]</p> <p>48 hours - 7 days</p>
<p>Public and Products Liability Insurance</p>	<p>Insured Parties</p> <p>OpCo and the Security Trustee, the O&M Contractor and Alstom to be specified within the definition of "Insured", for their respective rights and interests. TfNSW and RMS to the extent that it is vicariously liable for the negligence of OpCo or the O&M Contractor.</p> <p>Sum Insured</p> <p>\$500,000,000 for any single occurrence or series of occurrences arising from one originating cause, and unlimited in the aggregate as to the number of occurrences for any one period of insurance, except with regards to Products Liability where the limit is in the aggregate during the period of insurance.</p>	<p>In the range of [redacted] - [redacted]</p>

Insurance	Minimum Requirements	Deductible
Professional Indemnity Insurance	<p>Insured Parties</p> <p>OpCo to be specified within the definition of "Insured" under a policy procured by OpCo.</p> <p>The O&M Contractor to be specified within the definition of "Insured" under a policy procured by the O&M Contractor.</p> <p>Sum Insured</p> <p>\$20,000,000 for any one claim and in the aggregate annually.</p> <p>Where OpCo or the O&M Contractor engage other parties in a professional capacity, such parties will be required to effect insurance on a basis commensurate with the type of advice or services being provided.</p>	No less than [REDACTED]
Plant and Equipment Insurance	<p>Insured Parties</p> <p>OpCo, TfNSW, RMS and the Security Trustee and the O&M Contractor.</p> <p>Sum Insured</p> <p>Not less than market value.</p>	No less than [REDACTED]
Employers Liability and Workers' Compensation Insurance	<p>Insured Parties</p> <p>OpCo to procure its own policy with respect to its own employees.</p> <p>Sum Insured</p> <p>As required by law.</p>	As required by law
Own Damage Motor Vehicle Insurance	<p>Each party to procure its own policy with respect to its own vehicles.</p> <p>Sum Insured</p> <p>Not less than market value.</p>	In the range of [REDACTED] - [REDACTED]

Insurance	Minimum Requirements	Deductible
Third Party Property Damage Motor Vehicle Insurance	<p>Each party to procure its own policy with respect to its own vehicles.</p> <p>Sum Insured</p> <p>\$30,000,000 for anyone occurrence and unlimited in the aggregate.</p>	<p>In the range of [REDACTED] - [REDACTED]</p>
Compulsory Third Party Motor Vehicle Insurance	<p>Insured Parties</p> <p>OpCo to procure its own policy with respect to its own vehicles.</p> <p>Sum Insured</p> <p>As required by law.</p>	<p>As required by law</p>
Terrorism Insurance - LRVs	<p>Insured Parties</p> <p>OpCo, TfNSW, RMS and the Security Trustee, the O&M Contractor and Alstom, to be specified within the definition of "Insured", for their respective rights and interests.</p> <p>Sum Insured</p> <p>IWLR Operations Phase - Section 1 (Material Damage) and 2 (Business Interruption) [REDACTED]</p> <p>Full Operations Phase - Increases to [REDACTED] for Sections 1 (Material Damage) and 2 (Business Interruption).</p>	<p>Section 1 (Material Damage): [REDACTED] any one occurrence</p> <p>Section 2 (Business Interruption): 7 days any one occurrence</p>

Schedule D11

Financiers Tripartite Deed

(Clauses 39.15(b), 43.14(b), 49.7(b), 52.2 and 52.3)



Sydney Light Rail Financiers Tripartite Deed

Transport for NSW

ABN 18 804 239 602

and

ALTRAC Light Rail Partnership

and

Astra SLR Finance Pty Limited

ACN 603 284 840

and

CBA Corporate Services (NSW) Pty Limited

ACN 072 765 434

and

Commonwealth Bank of Australia

ACN 123 123 124

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION	4
1.1 Definitions	4
1.2 Definitions in Project Deed	9
1.3 Interpretation.....	9
1.4 Exclusion of proportionate liability scheme	9
1.5 Multiple parties.....	10
1.6 Project Agreements.....	10
1.7 Approvals and consents	10
1.8 Capacity of Security Trustee.....	10
1.9 Liability of Security Trustee.....	11
1.10 Replacement of Security Trustee	12
1.11 Agent	13
1.12 Role of Representative	13
2. ACKNOWLEDGMENTS AND CONSENTS	13
2.1 Acknowledgments of TfNSW.....	13
2.2 No extension of rights	14
2.3 Acknowledgments of the Security Trustee.....	14
3. NOTICES AND EVENTS OF DEFAULT	14
3.1 Notice of OpCo Event of Default.....	14
3.2 Notice of OpCo Termination Event.....	15
3.3 Notice of Finance Event of Default.....	15
4. FINANCIERS CURE AND STEP IN RIGHTS.....	15
4.1 Financiers cure rights	15
4.2 Step In Notice	15
4.3 Representative and Step In Report.....	16
4.4 Step In Report.....	16
4.5 TfNSW Approval of Representative.....	17
4.6 Step In.....	18
4.7 Effects of Step In	18
4.8 Termination during Step In Period.....	20
4.9 Step out	22
4.10 Extension of Step In Period	22
4.11 Acts and omissions of Appointed Representative	23
4.12 Dispute Resolution	23
5. NOVATION OR CHANGE IN OWNERSHIP	23
5.1 Suitable Substitute	23
5.2 Effect of Novation or change in ownership.....	24
5.3 Continuation of Step In Period.....	25
5.4 Novation of Debt Financing Documents.....	25
5.5 Replacement Significant Contractor.....	25
5.6 Release of security.....	25
5.7 Finance Party rights following assumption of Project Debt	26
6. REVIVAL OF TFNSW TERMINATION RIGHTS	27
7. INSURANCE PROCEEDS	28
8. ACKNOWLEDGMENTS OF OPCO	28
9. PRIORITY OF SIDE DEEDS AND SECURITY	28

9.1	Core Contractor Side Deeds	28
9.2	Tripartite Priority	29
9.3	Priority of payment	29
9.4	Security Priority.....	30
9.5	Marshalling	31
10.	REPRESENTATIONS AND WARRANTIES.....	31
11.	UNDERTAKINGS	33
11.1	Copies of Debt Financing Documents.....	33
11.2	Amendment of Debt Financing Documents	33
11.3	Money secured under Debt Financiers' Securities	33
11.4	Assignment.....	34
11.5	Operation of specific accounts	35
11.6	Project Deed notices	35
11.7	Debt Financing Document Notices	35
11.8	No caveats.....	35
11.9	D&C Contractor defaults	35
11.10	Conditional Debt Pay Down	37
12.	INDEMNITY	37
13.	DISCLOSURE, CONFIDENTIALITY AND PUBLICITY	37
13.1	Disclosure by TfNSW	37
13.2	Confidentiality	38
13.3	Public Disclosure Obligations	39
13.4	Publicity	40
14.	AMENDMENT AND ASSIGNMENT	40
14.1	Amendment	40
14.2	Assignment.....	40
14.3	TfNSW's ownership of the Moveable Assets	41
15.	GST	41
16.	GENERAL	43
16.1	Notices	43
16.2	TfNSW as a Public Authority	44
16.3	Certification	45
16.4	Cost of performing obligations	45
16.5	Governing law	45
16.6	Amendments.....	45
16.7	Taxes	45
16.8	Waiver	45
16.9	Survival of certain provisions; no merger.....	45
16.10	Further acts and documents.....	46
16.11	No representation or reliance	46
16.12	Reading down	46
16.13	Severance.....	46
16.14	Remedies cumulative	46
16.15	Moratorium legislation	47
16.16	Entire agreement.....	47
16.17	Indemnities.....	47
16.18	Counterparts	47
16.19	Attorneys.....	47
16.20	Order of precedence.....	47
16.21	PPSA	47

THIS DEED is made on 2014

BETWEEN

- (1) **Transport for NSW** (ABN 18 804 239 602) a New South Wales Government agency constituted under section 3C of the *Transport Administration Act 1988* (NSW) of Level 5, Tower A, Zenith Centre 821 Pacific Highway, Chatswood NSW 2067 (**TfNSW**)
- (2) **ALTRAC Light Rail Partnership**, a partnership between ALTRAC Light Rail 1 Pty Limited ACN 603 192 203 in its capacity as trustee of the ALR Trust 1, ALTRAC Light Rail 2 Pty Limited ACN 603 194 476 in its capacity as trustee of the ALR Trust 2 and ALTRAC Light Rail 3 Pty Limited ACN 603 190 601 in its capacity as trustee of the ALR Trust 3 of c/- Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney, NSW (**OpCo**)
- (3) **Astra SLR Finance Pty Limited** (ACN 166 382 403) of c/- Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney NSW 2000 (**Finance Co**)
- (4) **CBA Corporate Services (NSW) Pty Limited** (ACN 072 765 434) of Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney NSW 2000 (**Security Trustee**)
- (5) **Commonwealth Bank of Australia** (ACN 123 123 124) of Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney NSW 2000 as Agent under the Syndicated Facility Agreement (**Agent**)

RECITALS:

- (A) TfNSW and OpCo have entered, or will enter, into the Project Deed for the provision of the SLR PPP.
- (B) OpCo, Finance Co, the Security Trustee, the Agent and others have entered, or will enter, into the Debt Financing Documents to finance the SLR PPP.
- (C) The parties are entering into this deed to record the agreement between them in relation to the interaction of their respective rights and obligations under the Project Agreements, the TfNSW Deed of Charge and the Debt Financiers' Securities.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

In this deed:

Actual Debt means the Financial Indebtedness of OpCo or Finance Co under the Debt Financing Documents.

ALR Partner means each of ALTRAC Light Rail 1 Pty Limited ACN 603 192 203 in its capacity as trustee of the ALR Trust 1, ALTRAC Light Rail 2 Pty Limited ACN 603 194 476 in its capacity as trustee of the ALR Trust 2 and ALTRAC Light Rail 3 Pty Limited ACN 603 190 601 in its capacity as trustee of the ALR Trust 3.

Appointed Representative means a Representative approved by TfNSW under clause 4.5 (*TfNSW Approval of Representative*) that has stepped in under clause 4.6 (*Step In*).

Commercially Sensitive Information means:

- (a) any information relating to the Financing Facilities;

- (b) any information relating to OpCo, Finance Co, the Security Trustee or the Agent's cost structure or profit margins; or
- (c) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to OpCo, Finance Co, the Security Trustee or the Agent, or OpCo's, Finance Co's, the Security Trustee's or the Agent's shareholders, financiers or subcontractors,

described in Schedule A4 (*Commercially Sensitive Information*) of the Project Deed or otherwise agreed from time to time by TfNSW, OpCo and the Security Trustee.

Contractor Security has the meaning given to that term in the Syndicated Facility Agreement.

Controller has the meaning given to that term in the Corporations Act.

Finance Default Notice has the meaning given to that term in clause 3.3 (*Notice of Finance Event of Default*).

Finance Documents means:

- (a) this deed;
- (b) the Debt Financing Documents;
- (c) any other document evidencing a financing arrangement between a Debt Financier and OpCo or Finance Co from time to time; and
- (d) any other document acknowledged by the Security Trustee and the other parties to this deed to be a Finance Document,

as varied as permitted under clause 11.2 (*Amendment of Debt Financing Documents*) (if applicable).

Finance Event of Default means an Event of Default (as defined in the Syndicated Facility Agreement).

Finance Party has the meaning given to that term in the Syndicated Facility Agreement.

Financiers Tripartite Agreement means each Consent Deed.

Financiers Tripartite Rights has the meaning given to that term in clause 9.2(a).

Financing Facilities means the facilities, financial arrangements or financial accommodation provided, or to be provided from time to time, in accordance with the Debt Financing Documents, to OpCo or Finance Co for the purposes of carrying out the SLR PPP.

Fit and Proper Person means a person or entity who:

- (a) is solvent and reputable;
- (b) does not have an interest which conflicts in a material way with the interests of TfNSW or is involved in a business or activity which is incompatible or inappropriate in relation to the SLR PPP; and
- (c) has or has available to it a sufficient level of financial, managerial and technical capacity to carry out OpCo's Activities under the Project Agreements,

provided that:

- (d) a novation or transfer of OpCo's rights and liabilities under the Project Agreements to that person; or
- (e) a transfer of the legal or beneficial ownership of the equity or ownership interests in OpCo to that person,

would not:

- (f) be against the public interest;
- (g) lead to the occurrence of a Probity Event;
- (h) have a Material Adverse Effect; or
- (i) increase the level of risk or liabilities of TfNSW or any TfNSW Related Body Corporate.

Interim Funding Account has the meaning given to that term in the Syndicated Facility Agreement.

Material Adverse Effect means a material adverse effect on:

- (a) the ability of OpCo to comply with its obligations under any Project Agreement;
- (b) TfNSW's rights under any Project Agreement; or
- (c) the ability of OpCo or Finance Co to pay to the Debt Financiers the amounts due under, and substantially in accordance with, the Debt Financing Documents.

Novation Date means the date any novation or change in ownership referred to in clause 5.1(a) becomes effective.

OpCo Default Notice has the meaning given to that term in clause 3.1 (*Notice of OpCo Event of Default*).

Option Securities has the meaning given to that term in the Equity Purchase Deed.

Permitted Financier List means the list of financial institutions set out in the letter provided by OpCo to and approved by TfNSW on or prior to date of this deed, as updated from time to time by agreement of OpCo, the Security Trustee and TfNSW.

Permitted Investment Fund List means the list of investment funds set out in the letter provided by OpCo to and approved by TfNSW on or prior to the date of this deed, as updated from time to time by agreement of OpCo, the Security Trustee and TfNSW.

President has the meaning given to that term in clause 4.5(d).

Probity Event means an event, matter or thing which:

- (a) has a material adverse effect upon the character, honesty or integrity of OpCo;
- (b) has a material adverse effect upon the public interest and public confidence in the SLR PPP; or
- (c) involves a material failure to achieve or maintain:
 - (i) reasonable standards of ethical behaviour;

- (ii) the avoidance of conflicts of interest; or
- (iii) standards of behaviour expected of a corporation engaged in a project with the State.

Project Breach means a breach by OpCo or Finance Co of any of its obligations under the Project Agreements and includes the occurrence of any OpCo Event of Default or OpCo Termination Event.

Project Deed means the deed entitled "Sydney Light Rail - Project Deed" dated on or about 16 December 2014 between TfNSW and OpCo.

Qualifying Nominee means the State or an "authority" (as defined in the PAFA Act).

Related Entity has the meaning given in the Corporations Act.

Relevant Property means:

- (a) where clause 5.6(a)(i) applies, the property referred to in that clause; or
- (b) where clause 5.6(a)(ii) applies, the Option Securities and all property, interests, rights and proceeds in respect of which OpCo or Finance Co (as applicable) has sufficient rights to grant a Security Interest or charge.

Remedy means to cure or remedy a breach, default or event, provided that if that breach, default or event is not capable of being cured in accordance with the applicable contract. Remedy includes:

- (a) taking steps reasonably acceptable to TfNSW to overcome the effects of a breach, default or event, to prevent the recurrence of the breach, default or event including the replacement of a defaulting contractor, the assignment or novation of OpCo's interests in the Project Agreements and/or the payment of reasonable compensation; or
- (b) otherwise making arrangements satisfactory to TfNSW (acting in its sole discretion).

Representative means each of:

- (a) the Security Trustee; and
- (b) an agent, manager, receiver, receiver and manager, administrator or analogous person appointed by the Security Trustee under any Debt Financiers' Security.

Retention Security Interests has the meaning given to that term in clause 16.21.

Revival Date means, if a TfNSW Intention to Terminate Notice has been issued by TfNSW and:

- (a) if no Step In Notice is issued by the Security Trustee in accordance with clause 4.2 (*Step In Notice*), the proposed date of issue of the Termination Notice (as specified in the TfNSW Intention to Terminate Notice); or
- (b) if a Step In Notice has been issued by the Security Trustee in accordance with clause 4.2 (*Step In Notice*) and:
 - (i) it is withdrawn or deemed withdrawn in accordance with this deed, the date of the withdrawal or deemed withdrawal; or

(ii) a Step In Period has commenced, the expiry of that Step In Period.

Secured Money has the meaning given to that term in the Security Trust Deed.

Security means each of the:

- (a) TfNSW Deed of Charge; and
- (b) Debt Financiers' Securities.

Security Trust means the security trust established under the Security Trust Deed named 'Sydney Light Rail Security Trust'.

Step In Date means the date specified in the Step In Notice issued by the Security Trustee to TfNSW under clause 4.2(a) on which a step in is to be effected in accordance with clause 4.6 (*Step In*) or such later date as may be agreed between TfNSW and the Security Trustee.

Step In Notice has the meaning given to that term in clause 4.2(a).

Step In Period means the period from the Step In Date up to and including the earliest of:

- (a) the date specified in a notice issued in accordance with clause 4.8(a) or 4.9 (*Step out*);
- (b) the Novation Date;
- (c) the Termination Date; and
- (d) the date contained in the Step In Report as agreed under clause 4.4(a) and, if applicable, extended under clause 4.10 (*Extension of Step In Period*).

Step In Report means the report produced and agreed between TfNSW and the Security Trustee in accordance with clause 4.4 (*Step In Report*), as updated in accordance with this deed.

Suitable Substitute means a Suitable Substitute Owner or a Suitable Substitute OpCo (as applicable).

Suitable Substitute OpCo means a proposed contractor notified to TfNSW under clause 5.1(a) as approved by TfNSW under clause 5.1(b).

Suitable Substitute Owner means a proposed owner of OpCo notified to TfNSW under clause 5.1(a) as approved by TfNSW under clause 5.1(b).

Surviving Clauses has the meaning given to that term in clause 16.9 (*Survival of certain provisions; no merger*).

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by an Authority, together with any related interest, penalty, fine or other charge.

Termination Notice means a notice given by TfNSW to OpCo under clause 43.4 (*Termination for OpCo Termination Event*) of the Project Deed.

TfNSW Intention to Terminate Notice has the meaning given to that term in clause 3.2 (*Notice of OpCo Termination Event*).

TfNSW Priority Amounts means:

- (a) any amounts owed by OpCo to TfNSW under clause 42 (*Step-In*) of the Project Deed in respect of a Step-In Event under clause 42.1(b) of the Project Deed, together with amounts that are incurred by TfNSW taking action to Remedy a default by OpCo under clauses 37 (*Reinstatement of loss or damage*), clause 39 (*Insurance*) and Schedule D10 (*Insurances*) of the Project Deed; and
- (b) any amounts owed by OpCo to TfNSW under clause 42 (*Step-In*) of the Project Deed in respect of a Step-in Event under clause 42.1(a) of the Project Deed, together with amounts that are incurred by TfNSW taking action to Remedy an OpCo Termination Event under clause 43.3 (*TfNSW action following OpCo Termination Event*) of the Project Deed, to the extent that they are incurred after the earlier of:
 - (i) the date on which the Security Trustee or its Representative notifies TfNSW in writing that they do not intend to Remedy the breach which gave rise to the OpCo Termination Event the subject of any TfNSW Intention to Terminate Notice issued by TfNSW to the Security Trustee and the Agent under clause 3.2;
 - (ii) the date on which the period referred to in clause 4.2(a)(i) expires without the Security Trustee giving a Step In Notice to TfNSW; and
 - (iii) the date the Step In Period expires or terminates.

TfNSW Step In Event has the meaning given to "Step-In Event" in clause 42.1 (*Step-In Events*) of the Project Deed.

TfNSW Tripartite Rights has the meaning given to that term in clause 9.1(a).

1.2 Definitions in Project Deed

Subject to clause 1.1 (*Definitions*), terms used in this deed that are defined in the Project Deed have the same meanings in this deed.

1.3 Interpretation

The parties agree to be bound by clause 1.4 (*Interpretation*) of the Project Deed as if set out in its entirety in this clause 1.3 (*Interpretation*), except that for the purposes of this deed:

- (a) references in clause 1.4 (*Interpretation*) of the Project Deed to "this deed" shall be read as references to this deed; and
- (b) references in clause 1.4 (*Interpretation*) of the Project Deed to "OpCo" shall be read as references to "OpCo, Finance Co, the Agent and the Security Trustee".

1.4 Exclusion of proportionate liability scheme

To the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to any and all rights, obligations and liabilities arising under or in relation to this deed howsoever such rights, obligations or liabilities are sought to be enforced.

1.5 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.6 Project Agreements

The Security Trustee and the Agent acknowledge that they have received a copy of:

- (a) the Project Deed;
- (b) the Core Contractor Side Deeds;
- (c) the TfNSW Deed of Charge; and
- (d) the Equity Purchase Deed.

1.7 Approvals and consents

- (a) For the avoidance of doubt, all approvals, consents, decisions or exercises of discretion required to be given or made by TfNSW:
 - (i) relating to, or arising under or in connection with this deed (including in respect of a Step In Report under clause 4.4 (*Step In Report*)); or
 - (ii) sought in relation to or in connection with, or referable to, or determinative of, the occurrence of any Project Breach,

and regardless of whether the requirement of the approval, consent, decision or exercise of discretion is express or implied, TfNSW has the right to give or make its approval, consent or decision or exercise its discretion conditionally or unconditionally or to withhold its approval, consent, decision or exercise of discretion but in giving or withholding its approval, consent, decision or exercise of discretion, or in imposing any conditions, TfNSW must act reasonably.

- (b) Without limitation, TfNSW will not be acting unreasonably merely because, in giving or withholding any approval or consent, or in imposing any conditions, TfNSW:
 - (i) acts in accordance with relevant government policies;
 - (ii) adopts a "whole of government" approach; or
 - (iii) acts to protect its reputation.

1.8 Capacity of Security Trustee

- (a) The Security Trustee enters into and performs this deed and the transactions it contemplates only as the trustee of the Security Trust, except where expressly stated otherwise. This applies also in respect of any past and future conduct (including omissions) relating to this deed or those transactions.

- (b) The parties to this deed acknowledge that the Security Trustee holds the benefit of this deed as a nominee, and for the benefit of the Debt Financiers and:
 - (i) is bound to act on the instructions of the Debt Financiers or a defined majority of Debt Financiers pursuant to the terms of the Security Trust Deed; and
 - (ii) in the absence of such instructions from the Debt Financiers or where a force majeure event exists, the Security Trustee is not bound to act.
- (c) The Security Trustee's obligations, duties and responsibilities are limited to those expressly set out in the Security Trust Deed, the Debt Financing Documents and this deed.
- (d) To the extent permitted by law, each party releases the Security Trustee, and its officers, employees, agents and delegates, from liability of any type to it under or in connection with this deed or any other document to which the Security Trustee is a party in the role of Security Trustee or any related transaction or past or future conduct (including omissions), except to the extent that that party suffers a loss, liability or cost as a result of fraud, gross negligence or wilful misconduct by the Security Trustee or any officer, employee, agent or delegate. The Security Trustee holds the benefit of this clause for its officers, employees, agents and delegates as well as for itself.
- (e) The parties to this deed acknowledge that under the Security Trust Deed, the Security Trustee is entitled to be indemnified for its actions under this deed out of the assets of the Security Trust and/or by the Debt Financiers, subject to the exceptions in clause 1.9(b).
- (f) The parties to this deed agree and acknowledge that the Security Trustee will not be in breach of this deed nor will the Security Trustee be obliged to do or omit to do anything pursuant to this deed if the Security Trustee would, or might in the Security Trustee's reasonable opinion, be in breach of any applicable law.

1.9 Liability of Security Trustee

- (a) Under and in connection with this deed and those transactions and conduct:
 - (i) the Security Trustee's liability (including for negligence) to parties is limited to the extent it can be satisfied out of the assets of the Security Trust. The Security Trustee need not pay any such liability out of other assets;
 - (ii) another party may only do the following with respect to the Security Trustee (but any resulting liability remains subject to the limitations in this clause):
 - (A) prove and participate in, and otherwise benefit from, any form of insolvency administration of the Security Trustee but only with respect to Security Trust assets;
 - (B) exercise rights and remedies with respect to Security Trust assets, including set-off;
 - (C) enforce its security (if any) and exercise contractual rights; and
 - (D) bring any proceedings against the Security Trustee seeking relief or orders that are not inconsistent with the limitations in this clause,and may not:

- (E) bring other proceedings against the Security Trustee;
 - (F) take any steps to have the Security Trustee placed in any form of insolvency administration or to have a receiver or receiver and manager appointed; or
 - (G) seek by any means (including set-off) to have a liability of the Security Trustee to that party (including for negligence) satisfied out of any assets of the Security Trustee other than Security Trust assets.
- (b) Clauses 1.8(a) and 1.9(a) apply despite any other provision in this deed but do not apply with respect to any liability of the Security Trustee to another party (including for negligence) to the extent that the Security Trustee has no right or power to have Security Trust assets applied towards satisfaction of that liability, or its right or power to do so is subject to a deduction, reduction, limit or requirement to make good, in either case because the Security Trustee's behaviour was beyond power or improper in relation to the Security Trust.
- (c) The limitation in clause 1.9(a)(i) is to be disregarded for the purposes (but only for the purposes) of the rights and remedies described in clause 1.9(a)(ii), and interpreting this deed and any security for it, including determining the following:
- (i) whether amounts are to be regarded as payable (and for this purpose damages or other amounts will be regarded as payable if they would have been owed had a suit or action barred under clause 1.9(a)(ii) been brought);
 - (ii) the calculation of amounts owing; or
 - (iii) whether a breach or default has occurred,
- but any resulting liability will be subject to the limitations in this clause.

1.10 Replacement of Security Trustee

If the Security Trustee is replaced as trustee under and in accordance with the Security Trust Deed, then the Security Trustee:

- (a) may assign, novate or otherwise transfer its rights and obligations under this deed to the replacement trustee without the consent of TfNSW if it:
 - (i) is a Related Entity of the Security Trustee; or
 - (ii) has all of the required qualifications, consents, authorisations and approvals necessary to carry on the business of a security trustee and is carrying on a business similar to that of the Security Trustee; and
- (b) will be released from its obligations under this deed when the replacement trustee provides, in form and substance reasonably acceptable to the other parties to this deed:
 - (i) copies of a deed poll under which the replacement trustee undertakes to be bound by this deed as the Security Trustee with effect from the date of that deed poll; and

- (ii) evidence that it has undertaken to be bound by each other Project Agreement and each Debt Financing Document to which the Security Trustee is a party.

1.11 Agent

- (a) The Agent enters into this deed in its capacity as agent for each Debt Financier under and in accordance with the Debt Financing Documents.
- (b) If the Agent is replaced as agent under and in accordance with the Syndicated Facility Agreement, then the Agent may assign, novate or otherwise transfer its rights and obligations under this deed to the replacement agent without the consent of TfNSW if it:
 - (i) is a Related Entity of the Agent; or
 - (ii) has all of the required qualifications, consents, authorisations and approvals necessary to carry on the business of an agent under the Debt Financing Documents and is carrying on a business similar to that of the Agent
- (c) The Agent will be released from its obligations under this deed when the replacement agent provides, in form and substance reasonably acceptable to the other parties to this deed:
 - (i) copies of a deed poll under which the replacement agent undertakes to be bound by this deed as the Agent with effect from the date of that deed poll; and
 - (ii) evidence that it has undertaken to be bound by each other Project Agreement and each Debt Financing Document to which the Agent is a party.

1.12 Role of Representative

Where in this deed there is a reference to the Security Trustee doing, or refraining from doing, any act, matter or thing, it is taken to include a reference to the Security Trustee procuring any Representative appointed by the Security Trustee in accordance with the Security Trust Deed and this deed which has been notified to and approved by TfNSW in accordance with this deed doing, or refraining from doing, that act, matter or thing.

2. ACKNOWLEDGMENTS AND CONSENTS

2.1 Acknowledgments of TfNSW

TfNSW:

- (a) acknowledges and consents to the grant of the Debt Financiers' Securities;
- (b) acknowledges and agrees that the Security Trustee and the Agent are not subject to any duty or obligation under the Project Agreements as a result of the Debt Financiers' Securities, except as specifically set out under this deed;
- (c) acknowledges and agrees that the grant of the Debt Financiers' Securities is not, of itself, a Project Breach; and
- (d) acknowledges and agrees that, without limiting the liability of OpCo or Finance Co (each of which continues to be responsible for the performance of its obligations under the Project Agreements), neither the Security Trustee nor any other

Representative will be liable, or taken to have assumed liability, for any obligations of OpCo or Finance Co under the Project Agreements by reason only of the enforcement of any rights under the Debt Financiers' Securities, the appointment of the Representative or, other than for any OpCo or Finance Co rights or obligations that the Security Trustee elects for its Representative to exercise or perform under clause 4.6(a), the exercise by the Representative of any of OpCo's or Finance Co's rights or powers under the Project Agreements.

2.2 No extension of rights

- (a) Unless expressly authorised or set out under this deed, nothing in this deed or the Finance Documents:
 - (i) authorises the Security Trustee to do anything which OpCo may not do under the Project Deed;
 - (ii) operates to grant the Security Trustee rights greater than the rights of OpCo under the Project Deed; or
 - (iii) authorises a Debt Financier, the Security Trustee or any Representative to do any act or thing without TfNSW's consent where, under the Project Deed, OpCo requires TfNSW's consent to such act or thing.
- (b) To the extent that there is an inconsistency with a right of the Security Trustee or TfNSW to exercise any power or do anything under the Finance Documents or the Project Agreements (respectively) and this deed, the Security Trustee and TfNSW agree not to exercise that power or do anything under the Finance Documents or the Project Agreements (respectively) in a manner which is inconsistent with this deed.

2.3 Acknowledgments of the Security Trustee

The Security Trustee:

- (a) acknowledges and consents to the creation and existence of:
 - (i) the TfNSW Deed of Charge; and
 - (ii) the Equity Purchase Deed; and
- (b) acknowledges and agrees that the creation and existence of any of the documents listed in paragraph (a) above is not, of itself, a Finance Event of Default.

3. NOTICES AND EVENTS OF DEFAULT

3.1 Notice of OpCo Event of Default

TfNSW will provide to the Security Trustee and the Agent a copy of:

- (a) any Default Notice it gives OpCo under clauses 41.2 (*Default Notice*);
- (b) any Persistent Breach Notice it gives under 41.5(c) (*Persistent Breach*); and
- (c) any Frequent Breaches Notice it gives under 41.6(c) (*Frequent Breaches*),

of the Project Deed (**OpCo Default Notice**) or Termination Notice on or about the date that it is provided to OpCo.

3.2 Notice of OpCo Termination Event

TfNSW shall not issue a Termination Notice without giving to the Security Trustee and the Agent a prior written notice (**TfNSW Intention to Terminate Notice**) setting out:

- (a) the proposed date of issue by TfNSW to OpCo of the Termination Notice (which must not be less than 20 Business Days from the date of the TfNSW Intention to Terminate Notice);
- (b) the proposed date on which the Project Deed will terminate; and
- (c) details of the OpCo Termination Event on which the Termination Notice is based.

3.3 Notice of Finance Event of Default

- (a) The Security Trustee must, within:
 - (i) 2 Business Days of becoming aware of a Finance Event of Default, give notice (**Finance Default Notice**) to TfNSW setting out reasonable details of the Finance Event of Default; and
 - (ii) a further 8 Business Days after the date of the Finance Default Notice, notify TfNSW whether the Security Trustee intends or has been instructed to exercise its rights under the Debt Financing Documents and, if so, the proposed date for, and proposed method of, such exercise.
- (b) If at any time after a Finance Default Notice has been given, the intentions of or instructions given to the Security Trustee change or it is instructed pursuant to the Security Trust Deed to take action to enforce any Debt Financiers' Security, the Security Trustee must promptly give a further notice to TfNSW setting out the action it has been instructed or otherwise proposes to take.
- (c) Subject to the Security Trustee providing the notice under clause 3.3(a)(i) and comply with its obligations under clauses 2.2(b), 4.6(c), 9.1(b) and 9.1(c) of this deed, nothing in this deed restricts the rights of the Security Trustee to enforce the Debt Financing Documents in accordance with their terms.

4. FINANCIERS CURE AND STEP IN RIGHTS

4.1 Financiers cure rights

- (a) TfNSW acknowledges and agrees that the Security Trustee will have rights under the Debt Financing Documents and this deed to take steps to Remedy, or procure the Remedy, of a Project Breach, in conjunction with OpCo's rights to Remedy Project Breaches under the Project Deed.
- (b) TfNSW acknowledges and agrees that all acts, matters or things done or effected by the Security Trustee which would satisfy (had they been done or effected by OpCo) any of the obligations of OpCo shall be effective, as between TfNSW and OpCo, to satisfy and discharge the obligations of OpCo to the same extent as if it had been done or effected by OpCo.

4.2 Step In Notice

- (a) At any time during the period:
 - (i) in the case of an OpCo Termination Event, commencing upon receipt by the Security Trustee of a TfNSW Intention to Terminate Notice and ending one

Business Day prior to the proposed date of issue of a Termination Notice (as specified in the relevant TfNSW Intention to Terminate Notice); or

- (ii) in the case of a Finance Event of Default, commencing upon receipt by TfNSW of a Finance Default Notice under clause (a) or subsequent notice provided under clause 3.3(b) which includes a statement that the Security Trustee proposes to enforce its rights under a Debt Financiers' Security, and ending one Business Day prior to the proposed date of exercise of rights under the Debt Financing Documents,

the Security Trustee may (but is not obliged to) give notice to TfNSW (**Step In Notice**) stating that a Representative intends to step in within 20 Business Days from the date of the Step In Notice and specifying the date on which a step in is to be effected in accordance with clause 4.6 (*Step In*).

- (b) TfNSW must not issue a Termination Notice:
 - (i) in respect of an OpCo Termination Event, during the period referred to in clause 4.2(a)(i);
 - (ii) in respect of a Finance Event of Default, during the period referred to in clause 4.2(a)(ii) unless TfNSW has issued a TfNSW Intention to Terminate Notice and the period referred to in clause 4.2(a)(i) has expired;
 - (iii) once a Step In Notice is given by the Security Trustee under clause 4.2(a) above, at any time prior to the Step In Date proposed in the Step In Notice, unless the Step In Notice is withdrawn; or
 - (iv) otherwise than in accordance with clause 4.8 (*Termination during Step In Period*), during the Step In Period.

4.3 **Representative and Step In Report**

- (a) Prior to the Step In Date, the Security Trustee must provide details of the proposed Representative to TfNSW including reasonable particulars requested by TfNSW so that TfNSW can approve or object to the appointment of that Representative in accordance with clause 4.5 (*TfNSW Approval of Representative*).
- (b) Within 5 Business Days of the receipt by TfNSW of the Step In Notice, TfNSW and the Security Trustee must meet to produce a Step In Report in accordance with clause 4.4 (*Step In Report*).

4.4 **Step In Report**

- (a) Upon the receipt by TfNSW of a Step In Notice from the Security Trustee, as soon as practicable TfNSW and the Security Trustee will jointly produce a report in relation to the Step In Period, which will include the following details:
 - (i) any obligations which are or will become outstanding by OpCo to TfNSW under the Project Agreements during the Step In Period;
 - (ii) a detailed program to Remedy or overcome the effects of any Project Breaches and/or prevent the recurrence of Project Breaches where the relevant Project Breaches are not remediable;
 - (iii) details of the proposal for the performance of obligations which are or will become outstanding by OpCo to TfNSW under the Project Agreements during the Step In Period including the extent to which the Security Trustee

or an Appointed Representative will continue to perform the Operations Activities during the Step In Period;

- (iv) a program to Remedy any Finance Events of Default;
- (v) the duration of the Step In Period, which must be for a period of no longer than 180 days after the Step In Date, and the actions to be taken by each party during the Step In Period;
- (vi) where the Remedy involves the replacement of a Core Contractor that holds Accreditation, a detailed program for the replacement contractor to obtain the required Accreditation to undertake the applicable OpCo's Activities;
- (vii) details of the proposed insurance arrangements during the Step In Period; and
- (viii) the Project Agreements under which the Appointed Representative will be assuming OpCo's or Finance Co's rights and obligations.

TfNSW and the Security Trustee will use all reasonable efforts for a period of 10 Business Days after the date of the first meeting pursuant to clause 4.3(b) to jointly produce and settle a report in relation to the Step In Period. If, at the end of that period, TfNSW and the Security Trustee have not reached agreement on a Step In Report, either party may refer the matter for dispute resolution on an expedited basis in accordance with clause 4.12.

- (b) TfNSW may designate an auditor and/or technical adviser to verify any information provided in relation to the Step In Report. Each party to this deed must provide access to and make copies of all records, documents, data and accounting and other information relating to the SLR PPP in its possession which the auditor or technical adviser reasonably requires in order to make such verification or itself determine such information.
- (c) All costs incurred by any party in relation to the production or verification of the Step In Report will be paid or reimbursed on demand by OpCo unless, in relation to the verification of the Step In Report requested by TfNSW under clause 4.4(b) above, the auditor and/or technical adviser did not make any adverse findings against the content of the report provided by OpCo, in which case TfNSW will bear the cost of such verification.

4.5 TfNSW Approval of Representative

- (a) The Security Trustee acknowledges that in order to exercise the rights set out in clause 4.6 (*Step In*), the Representative must be, in the opinion of TfNSW, a suitable and appropriate person to carry on the SLR PPP during the Step In Period, and must demonstrate to the satisfaction of TfNSW that it is, and will continue to be, able to carry out or procure the performance of the obligations of OpCo under the Project Deed during the Step In Period.
- (b) Upon receipt from the Security Trustee of the details of the proposed Representative under clause (a), TfNSW will as soon as reasonably practicable notify the Security Trustee whether or not it is satisfied that a proposed Representative meets the criteria contained in clause 4.5(a) above.
- (c) Subject to TfNSW's prior written approval (such approval not to be unreasonably withheld or delayed and must be given if details of any such engagement are agreed in the Step In Report), the Representative may engage additional skilled

consultants or contractors to assist it in carrying out the obligations of OpCo under the Project Agreements.

- (d) If, at any time during the Step In Period:
- (i) TfNSW reasonably considers that the Appointed Representative does not continue to meet the criteria in clause 4.5(a) above, TfNSW may notify the Security Trustee that it does not approve of the Appointed Representative exercising the rights set out in clause 4.6 (*Step In*); or
 - (ii) TfNSW notifies the Security Trustee under clause 4.5(b) above that it is not satisfied that a proposed Representative meets the criteria contained in clause 4.5(a) above,

the Security Trustee must nominate a substitute proposed Representative, acceptable to TfNSW, within 10 Business Days. If the substitute proposed Representative is not acceptable to TfNSW, either party may refer the selection of an appropriate Representative to the President for the time being of the Institute of Chartered Accountants (the **President**) who must only select an appropriate Representative who, in the opinion of the President:

- (iii) is a suitable and appropriate person to carry on the SLR PPP during the Step In Period; and
- (iv) is and will continue to be, able to carry out or procure the performance of the obligations of OpCo under the Project Deed during the Step In Period,

and the parties agree that the decision of the President on the identity of the Representative will be binding on both parties, provided the decision of the President is based on the criteria set out in clauses 4.5(d)(iii) and 4.5(d)(iv).

4.6 Step In

- (a) Provided the Security Trustee has complied, and continues to comply, with its obligations under this clause 4 (*Financiers cure and Step In Rights*), and without limiting the other actions which the Security Trustee may, in accordance with the agreed Step In Report or as otherwise notified to TfNSW, elect to take following the occurrence of a Project Breach or a Finance Event of Default, a Representative may step in to possession and control of OpCo's rights and obligations under and interest in the Project Agreements on the Step In Date.
- (b) OpCo and Finance Co each acknowledge that any action taken under this clause 4 (*Financiers cure and Step In Rights*) will not affect any rights the Appointed Representative, TfNSW, the Security Trustee, the Agent and the Debt Financiers may have against OpCo or Finance Co.
- (c) Without limitation to clause 2.1 (*Acknowledgements of TfNSW*), the Security Trustee agrees with TfNSW not to knowingly exercise (and to procure that any Appointed Representative not exercise) any rights (whether arising under a Debt Financiers' Security or otherwise) in any manner which interferes with or restricts in any way the provision of the SLR PPP, the Delivery Activities or the Operations Activities (as applicable) or the proper and lawful exercise by TfNSW of its powers except to the extent expressly contemplated in the Step In Report.

4.7 Effects of Step In

- (a) The Security Trustee must give written notice to TfNSW of any further details, plans and reports regarding the status of the SLR PPP and the implementation of

the Step In Report (and any consequential changes to the Step In Report) at least once in each month during the Step In Period. Upon request by TfNSW (which may be made no more than once in each month), the Step In Report will be updated by the Security Trustee and submitted to TfNSW for approval to take into consideration matters raised by the Security Trustee not contemplated in the original Step In Report.

- (b) The Security Trustee must require that the Appointed Representative:
 - (i) observes the terms and conditions of the relevant Project Agreements (as if the Appointed Representative was OpCo) for any of OpCo's rights or obligations that the Security Trustee elects for its Appointed Representative to exercise, perform or control under clause (a); and
 - (ii) minimises any disruption to the Delivery Activities or the Operations Activities (as applicable) under the Project Deed, as a result of it exercising its rights or carrying out its obligations under this deed except to the extent expressly contemplated in the Step In Report.
- (c) Without limiting clause 4.1(b), the Security Trustee acknowledges and agrees that neither it nor any Appointed Representative shall in any way knowingly interfere with the performance by each Core Contractor of its obligations under its Core Contract, including by limiting or otherwise restricting its access to the Project Site, except as expressly contemplated by the Step In Report, without obtaining TfNSW's prior written consent.
- (d) TfNSW acknowledges and agrees that:
 - (i) without limiting clause 4.1(b), any Remedy of any Project Breach or OpCo Termination Event or performance of OpCo's or Finance Co's obligations under a Project Agreement effected by the Security Trustee or an Appointed Representative under this clause 4 (*Financiers cure and Step In Rights*), will be effective, as between TfNSW and OpCo or Finance Co, to satisfy and discharge the relevant obligation of OpCo or to Remedy the relevant Project Breach or OpCo Termination Event, as applicable, to the same extent as if it had been done or effected by OpCo or Finance Co;
 - (ii) OpCo or the Appointed Representative will be taken to have Remedied a Project Breach or an OpCo Termination Event which cannot be remedied, if OpCo or Appointed Representative has implemented a program acceptable to TfNSW to prevent the recurrence of the Project Breach or OpCo Termination Event including in accordance with a Prevention Plan or in accordance with a Step In Report, or has taken such other steps or made such other arrangements as are satisfactory to TfNSW to overcome or mitigate the effects of the Project Breach or OpCo Termination Event;
 - (iii) without derogating from any other rights the Security Trustee may have under this deed or the Debt Financiers' Securities, TfNSW agrees that if the Security Trustee appoints a Representative under the Debt Financiers' Securities, that appointment will not, for the duration of the Representative's appointment in accordance with this deed, of itself constitute a Project Breach or an OpCo Termination Event;
 - (iv) if the Security Trustee appoints a Representative under the Debt Financiers' Securities in accordance with the agreed Step In Report then that appointment will be taken, for the duration of the Representative's appointment in accordance with this deed, to Remedy the OpCo Termination Event constituted by an Insolvency Event in relation to OpCo or Finance Co

which occurred prior to the appointment or which subsists or occurs during the appointment; and

- (v) any enforcement action taken in accordance with this clause 4 (*Financiers cure and Step In Rights*) will not, of itself, give rise to a right of TfNSW to terminate the Project Deed.
- (e) TfNSW acknowledges that clause 43.12(b) of the Project Deed will not apply if:
 - (i) the Security Trustee gives a Step In Notice to TfNSW under clause 4.2 (*Step In Notice*) of this deed in respect of any OpCo Termination Event arising under clause 43.1(k) of the Project Deed; and
 - (ii) the Security Trustee:
 - (A) proposes a Step In Report reasonably acceptable to TfNSW (or which has been determined under clause 4.12 (*Dispute Resolution*)) containing methodology and indicative timeframes to:
 - (aa) replace the D&C Contractor or the O&M Contractor (in each case subject to clause 9.2(b)(ii)) by no later than the end of the Step In Period; or
 - (bb) procure the novation of OpCo's rights and liabilities under the Project Deed and the other relevant Project Agreements or cause a direct or indirect change in the legal or beneficial ownership of the equity or ownership interests in OpCo each in accordance with clause 5 (*Novation or change in ownership*); and
 - (B) is using all reasonable endeavours to Remedy the Project Breach in accordance with the Step In Report,

and the Security Trustee will be taken to be effecting a Remedy of the relevant OpCo Termination Event for so long as the Security Trustee complies with clauses 4.7(e)(i) and 4.7(e)(ii) and the relevant OpCo Termination Event will be taken to be Remedied when the Security Trustee has completed the actions set out in clauses 4.7(e)(ii)(A)(aa) or 4.7(e)(ii)(A)(bb) (as applicable) as contemplated in the Step In Report.

4.8 Termination during Step In Period

- (a) TfNSW will be entitled to terminate the Project Deed during the Step In Period by written notice to OpCo, the Security Trustee, the Appointed Representative and the Agent only where:
 - (i) the Security Trustee or its Appointed Representative notify TfNSW in writing that they do not intend to Remedy the breach which gave rise to the OpCo Termination Event the subject of the TfNSW Intention to Terminate Notice or the Step In Period has been terminated by the Appointed Representative under clause 4.9 (*Step out*);
 - (ii) prior to TfNSW and the Security Trustee agreeing a Step In Report in accordance with clause 4.4 (*Step In Report*):
 - (A) the Security Trustee or its Appointed Representative in the reasonable opinion of TfNSW engage in conduct that indicates that they do not intend to Remedy any Project Breach (in respect of which

the Security Trustee has received notice under clauses 3.1 (*Notice of OpCo Event of Default*) or 3.2 (*Notice of OpCo Termination Event*) that:

- (aa) arose prior to the Step In Date;
 - (bb) is continuing (and capable of Remedy); and
 - (cc) would have entitled TfNSW to terminate the Project Deed at that time; or
- (B) OpCo, the Security Trustee or an Appointed Representative is not continuing to perform OpCo's Activities to the extent it is able to do so;
- (iii) once TfNSW and the Security Trustee have agreed a Step In Report in accordance with clause 4.4 (*Step In Report*), or the update of a Step In Report in accordance with clause 4.7 (*Effects of Step In*):
- (A) the Appointed Representative does not use all reasonable endeavours to Remedy any Project Breach in accordance with the Step In Report; or
 - (B) the Security Trustee or an Appointed Representative is not continuing to perform the Operations Activities to the extent agreed in the Step In Report (to the extent it is able to do so); or
- (iv) in relation to a Step In Period that commenced as a result of a Finance Event of Default, an OpCo Termination Event occurs during the Step In Period (other than an OpCo Termination Event which is already the subject of the Finance Event of Default and is identified in the Step In Report and which is being remedied or its effects overcome in accordance with the Step In Report) in which case following the occurrence of that OpCo Termination Event TfNSW may issue a TfNSW Intention to Terminate Notice and follow the procedure contained in this clause 4 (*Financiers cure and Step In Rights*),
- but provided that TfNSW may not terminate the Project Deed under clause 4.8(a)(ii) or 4.8(a)(iii) unless TfNSW would (but for this deed) be entitled to terminate the Project Deed and TfNSW has given prior notice to the Security Trustee of its intention to terminate the Project Deed and the Security Trustee or Appointed Representative does not:
- (v) commence or resume using all reasonable endeavours to Remedy a Project Breach referred to in clause 4.8(a)(ii) or 4.8(a)(iii) within 10 Business Days of receipt of such notice and continues to use all reasonable endeavours to Remedy the relevant Project Breach; or
 - (vi) commence or resume and continue to perform OpCo's Activities to the extent it is able to do so, in the case of clause 4.8(ii)(B), or to the extent agreed in the Step In Report in the case of clause 4.8(iii)(B).
- (b) During the Step In Period, the Project Deed shall remain in full force and effect and TfNSW's and OpCo's rights and obligations under the Project Deed and other Project Agreements will continue subject to this deed and except as otherwise agreed in the Step In Report.

- (c) TfNSW will not be entitled to issue a Termination Notice in relation to any Project Breach or OpCo Termination Event which has been Remedied by OpCo or the Appointed Representative including in accordance with an Approved Cure Plan (as defined in clause 41.3 (*Cure Plan*) of the Project Deed), an Approved Prevention Plan (as defined in clause 41.4 (*Prevention Plan*) of the Project Deed) or in accordance with a Step In Report or as otherwise agreed with TfNSW.
- (d) Each of OpCo and TfNSW must notify the other and the Security Trustee as soon as it becomes aware of a Project Breach or OpCo Termination Event which is subsisting at any time during the Step In Period, but is not identified in the Step In Report, and the Step In Report must be updated by the Security Trustee in accordance with clause 4.7(a) to take account of such event or circumstance.

4.9 **Step out**

- (a) The Security Trustee or its Appointed Representative may, at any time during the Step In Period, with at least 10 Business Days prior written notice to TfNSW, terminate the Step In Period with effect from the date specified in that notice.
- (b) The giving of a notice under clause 4.9(a) by the Appointed Representative will not limit any of the rights (if any) of TfNSW against the Appointed Representative during the Step In Period where the Appointed Representative has expressly adopted or assumed a liability of OpCo under the Project Agreements or has expressly assumed a liability of OpCo under this deed.

4.10 **Extension of Step In Period**

- (a) The Security Trustee may, by written notice to TfNSW, request that the Step In Period be extended. If the Security Trustee makes a request, it must provide to TfNSW an updated Step In Report containing full details of all steps which the Security Trustee or Appointed Representative is taking, or proposes to take and the status of such steps, during the Step In Period and any extension of it.
- (b) Following receipt of a notice under clause 4.10(a) above, where the Security Trustee or its Appointed Representative is diligently pursuing the cure of any Project Breach and the performance of the requirements of the Step In Report during the Step In Period (including continuing to perform the Operations Activities in accordance with the Step In Report), TfNSW may extend the Step In Period for up to 120 days in aggregate by written notice to the Security Trustee and the Appointed Representative.
- (c) TfNSW must, upon written request by the Security Trustee, grant an extension to any Step In Period if the Security Trustee or its Appointed Representative is continuing to perform the Operations Activities in accordance with the agreed Step In Report) (to the extent it is able to do so) and if:
 - (i) the Security Trustee has been unable to procure or cause the assignment, transfer or other disposal proposed in any notice given to TfNSW under clause 5.1(a) because TfNSW has withheld consent in breach of its obligations under clauses 5.1(b) or 5.1(c); or
 - (ii) a Force Majeure Event, Compensation Event, Relief Event or TfNSW Step In Event occurs during the Step In Period which in the reasonable opinion of TfNSW adversely affects the ability of the Security Trustee or its Appointed Representative to procure a Remedy of the relevant Project Breach in accordance with the Step In Report,

provided that the Step In Period will only be extended for a period determined by TfNSW which is reasonably necessary to overcome the delays caused by those events and does not extend further than the period granted under the Project Deed. The Security Trustee acknowledges that any extension resulting from a Force Majeure Event does not in any way limit the rights of TfNSW in connection with the occurrence of the Force Majeure Event under the Project Agreements and that nothing in this deed prevents TfNSW from taking any action that it is entitled to take under the Project Deed in respect of a TfNSW Step In Event.

- (d) If an application for extension has been made in accordance with clause 4.10(a) or clause 4.10(c) and has not been determined by TfNSW before the Step In Period expires, then the Step In Period will be extended until TfNSW has determined the application for extension.
- (e) Notwithstanding any other clause in this deed, TfNSW may, in its absolute discretion, extend the Step In Period by written notice to the Security Trustee and the Appointed Representative.

4.11 Acts and omissions of Appointed Representative

- (a) OpCo is liable to TfNSW for the acts and omissions of any Appointed Representative and contractor or person engaged by the Appointed Representative in connection with this deed and OpCo:
 - (i) consents to the Appointed Representative exercising its rights under this clause 4 (*Financiers cure and Step In Rights*); and
 - (ii) agrees that any act or omission of the Appointed Representative or any contractor or person engaged by the Appointed Representative in exercising the rights and powers of OpCo under the Project Agreements is deemed to be an act or omission of OpCo under the Project Agreements.
- (b) If the Appointed Representative takes any steps to remedy a Project Breach, the Security Trustee must require that the Appointed Representative must not, in doing so, do anything which, if it were done by OpCo, would be a breach of the terms of any Project Agreement, unless otherwise agreed in the Step In Report.

4.12 Dispute Resolution

The Security Trustee and TfNSW agree that if there is a dispute in relation to the production or contents of the Step In Report under clause 4.4 (*Step In Report*), either party may refer that dispute for resolution in accordance with clause 56 (*Dispute Resolution*) of the Project Deed as if that clause was set out in full in this deed and a reference to OpCo was a reference to the Security Trustee.

5. NOVATION OR CHANGE IN OWNERSHIP

5.1 Suitable Substitute

- (a) At any time during the Step In Period, the Security Trustee may notify TfNSW that it wishes to:
 - (i) procure the novation of OpCo's rights and liabilities under the Project Deed and other relevant Project Agreements; or
 - (ii) cause a direct or indirect change in the legal or beneficial ownership of the equity or ownership interests in OpCo,

to a Suitable Substitute.

- (b) Subject to clause 5.1(c), TfNSW must notify the Security Trustee as to whether the proposed Suitable Substitute is acceptable on or before the date falling 30 days after the date of receipt of all information reasonably required by TfNSW to decide whether the proposed Suitable Substitute is acceptable. If TfNSW notifies the Security Trustee that the subject person is unacceptable, the Security Trustee may, within the Step In Period, propose an alternative Suitable Substitute, in which case, the provisions of clauses 5.1(b) and 5.1(c) will apply to that alternative person.
- (c) A proposed Suitable Substitute will be acceptable to TfNSW if they are satisfied (acting reasonably) that that person:
 - (i) is a Fit and Proper Person (and each person who Controls that person is a Fit and Proper Person); and
 - (ii) in the case of a Suitable Substitute OpCo, will assume all of the obligations of OpCo under the Project Agreements.
- (d) At any time after the approval of a proposed Suitable Substitute by TfNSW in accordance with clauses 5.1(b) and 5.1(c), the Security Trustee may, on 10 Business Days' prior written notice to TfNSW, procure or cause the assignment, transfer or other disposal proposed in the notice given to TfNSW under clause 5.1(a).
- (e) TfNSW acknowledges and agrees that the approval of a proposed Suitable Substitute by TfNSW in accordance with clauses 5.1(b) and 5.1(c) will constitute the consent of TfNSW for the purposes of clause 52.2 (*Restrictions on Assignment*) and 53.2 (*Change of Ownership of OpCo Group Member*) of the Project Deed (as applicable).

5.2 Effect of Novation or change in ownership

On and from the Novation Date:

- (a) any then subsisting ground for termination of the Project Deed by TfNSW shall be deemed to have no effect provided the Suitable Substitute Remedies any OpCo Termination Event continuing at that time within the time periods specified in the Step In Report;
- (b) the Suitable Substitute OpCo will become a party to the Project Deed in place of OpCo and the Suitable Substitute OpCo will be treated as if it had originally been named as a party to the Project Deed in place of OpCo;
- (c) the Suitable Substitute OpCo will assume and enjoy the rights and powers and perform and discharge the obligations and liabilities of OpCo under the Project Deed, whether such obligations and liabilities have arisen before, or will arise after, the Novation Date, and OpCo will be released from all such obligations and liabilities;
- (d) TfNSW will owe the obligations and liabilities on the part of TfNSW under the Project Deed to the Suitable Substitute OpCo in place of (and will be released by) OpCo, including any undischarged liability in respect of any loss or damage suffered or incurred by OpCo or adjustment, rebate or other amounts due from TfNSW to OpCo in respect of any period prior to the Novation Date; and

- (e) the Security Trustee (or new financiers if applicable) must enter into a tripartite deed with TfNSW, Finance Co, the Agent and the Suitable Substitute OpCo on substantially the same terms as this deed.

5.3 Continuation of Step In Period

If any proposed novation or transfer to a Suitable Substitute under clause (a) is not effected by the Security Trustee and if the Step In Period has not otherwise expired, the then current Step In Period will continue (subject to the terms of this deed).

5.4 Novation of Debt Financing Documents

The Security Trustee and the Agent:

- (a) acknowledge TfNSW's rights under clause 43.14 (*Option to assume Project Debt*) of the Project Deed to assume or novate to TfNSW all of OpCo's and Finance Co's rights and liabilities under the Debt Financing Documents upon termination of the Project Deed or upon exercise of the Equity Purchase Option in accordance with the Equity Purchase Deed; and
- (b) agree that they will do all things necessary to assist TfNSW to exercise TfNSW's rights under clause 43.14 (*Option to assume Project Debt*) of the Project Deed.

5.5 Replacement Significant Contractor

- (a) During the Step In Period, the Security Trustee must ensure that no person is engaged by it to replace a Significant Contractor without first:
 - (i) obtaining the prior consent of TfNSW; and
 - (ii) disclosing to TfNSW such details of the relevant person and of the proposed terms and conditions of that person's engagement as a Significant Contractor as may be reasonably necessary in order to enable TfNSW to determine whether it will so consent.
- (b) If TfNSW's consent is sought under clause 5.5(a), TfNSW will not unreasonably withhold or delay giving that consent if:
 - (i) it has received all of the details referred to in clause 5.5(a)(ii);
 - (ii) were the same appointment made by OpCo, the appointment and the new Significant Contractor would comply with the Project Deed; and
 - (iii) the proposed terms and conditions of that person's engagement include a requirement to perform such of the obligations of the current Significant Contractor under the relevant subcontract which remain unsatisfied.

5.6 Release of security

- (a) Subject to clauses 5.6(b), to the extent that either or both of the following occurs:
 - (i) OpCo is required to handover, surrender, transfer, pay or otherwise dispose of property (including rights to insurance proceeds) to TfNSW or its nominee under the Project Deed; or
 - (ii) either:
 - (A) the Project Deed is terminated; or

- (B) TfNSW exercises the Equity Purchase Option in accordance with the Equity Purchase Deed,

and:

- (C) as at the date of such termination or exercise (as the case may be), OpCo or Finance Co has any outstanding Financial Indebtedness; and
- (D) TfNSW (or its Qualifying Nominee) has assumed all of OpCo's and Finance Co's rights and liabilities under the Debt Financing Documents in accordance with Clause 43.14 (*Option to assume Project Debt*) of the Project Deed and such liabilities are supported by a guarantee from the State on terms no less favourable than those contained in the PAFA Act Deed Poll of Guarantee,

and the Relevant Property is in whole or part the subject of any Security Interest in favour of the Security Trustee or any other Finance Party (including any Security Interest under the Debt Financiers' Securities), the Security Trustee will promptly ensure that the Security Interest is released in respect of the Relevant Property and will do all things (including registering documents and procuring registration of financing change statements on the Personal Property Securities register) as TfNSW may reasonably require as may be necessary or desirable to give effect to that release.

- (b) Nothing in clause 5.6(a) requires the Security Trustee to release a Security Interest over the right of OpCo to be paid an amount under clause 43 (*Termination*) of the Project Deed or amounts paid under that clause.

5.7 Finance Party rights following assumption of Project Debt

- (a) If:
 - (i) either:
 - (A) the Project Deed is terminated; or
 - (B) TfNSW exercises the Equity Purchase Option in accordance with the Equity Purchase Deed; and
 - (ii) TfNSW (or its Qualifying Nominee) has assumed all of OpCo's and Finance Co's rights and liabilities under the Debt Financing Documents in accordance with Clause 43.14 (*Option to assume Project Debt*) of the Project Deed and such liabilities are supported by a guarantee from the State on terms no less favourable than those contained in the PAFA Act Deed Poll of Guarantee,

then from the date on which TfNSW (or its Qualifying Nominee) has assumed all of OpCo's and Finance Co's rights and liabilities under the Debt Financing Documents (the **TfNSW Novation Date**), the Security Trustee (on behalf of itself and the Finance Parties) and TfNSW agree that the basis on which TfNSW (or its Qualifying Nominee) assumes all of OpCo's and Finance Co's rights and liabilities under the Debt Financing Documents will be as follows:

- (iii) all of the rights of the Finance Parties under this deed and each other Financiers Tripartite Agreement are released and each Financiers Tripartite Agreement is terminated, subject to agreement on the matters referred to in paragraphs (iv) to (vi) below in the case of this deed;

- (iv) all of the Finance Parties' rights under and in respect of each Contractor Security are released and each Contractor Security is delivered to OpCo (or otherwise as directed by TfNSW), reflecting that the obligations of TfNSW (or its Qualifying Nominee) under the Debt Financing Documents will be unsecured but will be supported by a guarantee from the State on terms no less favourable than those contained in the PAFA Act Deed Poll of Guarantee, which guarantee shall be deemed to be a 'Finance Document' for the purposes of the Debt Financing Documents;
- (v) (without prejudice to the assumption of rights and obligations by TfNSW (or its Qualifying Nominee, as applicable) on the TfNSW Novation Date) all of the obligations of each member of the OpCo and Finance Co group which are named as obligors under the Debt Financing Documents are released and the Debt Financing Documents will reflect that TfNSW (or its Qualifying Nominee) and not Finance Co will be the borrower; and
- (vi) the Debt Financing Documents will be amended to delete all undertakings, restrictions, events of default and other provisions to the extent they relate to:
 - (A) the design, construction, commissioning, operations and maintenance of the Project; and
 - (B) the parties involved in the Project (other than TfNSW (or its Qualifying Nominee) and the State),

and the Security Trustee (on behalf of itself and the Finance Parties) and TfNSW agree that they will promptly enter into good faith negotiations in order to give effect to the above.

- (b) With effect from the TfNSW Novation Date, the Security Trustee (on behalf of itself and the Finance Parties) agrees that no Finance Party will take any action:
 - (i) which would enable any Finance Party to exercise control over any aspect of the design, construction, commissioning, operations or maintenance of the Project, any asset of the Project (including amounts standing to the credit of bank accounts) or the Project Agreements (other than the Debt Financing Documents); or
 - (ii) as a result of the performance or non-performance:
 - (A) of the design, construction, commissioning, operations or maintenance of the Project; or
 - (B) by any party involved in the Project (other than TfNSW (or its Qualifying Nominee) and the State) of their respective rights or obligations in respect of the Project.

6. REVIVAL OF TFNSW TERMINATION RIGHTS

Subject to the operation of clause 5 (*Novation or change in ownership*) and without limiting TfNSW's rights to terminate the Project Deed during the Step In Period under clause 4.8 (*Termination during Step In Period*), if a TfNSW Intention to Terminate Notice has been issued and any OpCo Termination Event specified in that TfNSW Intention to Terminate Notice is continuing, TfNSW will be entitled on and after the Revival Date to:

- (a) exercise any rights available to it in relation to that OpCo Termination Event, including issuing a Termination Notice; and

- (b) pursue any claims and exercise any remedies, in addition to termination, which TfNSW may have under the Project Agreements or otherwise against OpCo.

7. **INSURANCE PROCEEDS**

Notwithstanding clause 9.3 (*Priority of Payment*), to the extent the insurance proceeds paid or payable in connection with the SLR PPP are received by the Security Trustee or the Agent, the Security Trustee acknowledges and agrees with TfNSW that:

- (a) the insurance proceeds paid or payable in connection with the SLR PPP must be applied in accordance with clauses 37 (*Reinstatement of loss or damage*) and 39.14 (*Insurance Proceeds Account*) of the Project Deed; and
- (b) the Security Trustee will use reasonable endeavours to assist OpCo to comply with the relevant provisions of the Project Deed referred to in clause 7(a) above.

8. **ACKNOWLEDGMENTS OF OPCO**

OpCo joins in this deed to acknowledge, consent and agree to the arrangements set out herein, and agrees not to do or omit to do anything that may prevent any party from enforcing its rights under this deed.

9. **PRIORITY OF SIDE DEEDS AND SECURITY**

9.1 **Core Contractor Side Deeds**

- (a) The Security Trustee and the Agent acknowledge the rights of TfNSW under each Core Contractor Side Deed (**TfNSW Tripartite Rights**) to, amongst other things, take steps to cure or remedy, or procure the cure or remedy of a Default Event (as defined in the applicable Core Contractor Side Deed) and to require an assignment or novation of the Core Contracts.
- (b) The parties agree that other than access rights or rights to receive information, TfNSW's rights under each Core Contractor Side Deed may only be exercised in respect of a Default Event (as defined under the applicable Core Contractor Side Deed) after the earlier of:
 - (i) if the applicable Core Contractor's right to terminate, rescind, accept the repudiation of, or suspend the performance of any or all of its obligations under, the relevant Core Contract is subject to any right of a Debt Financier to cure or remedy the Default Event, the date of expiry of any cure or remedy period available to the Debt Financiers in respect of the Default Event under any Debt Financing Document where the Default Event has not been cured or remedied;
 - (ii) the date on which the Security Trustee has confirmed in writing to TfNSW that it will not exercise any applicable Financiers Tripartite Rights in respect of the Default Event (as defined under the applicable Core Contractor Side Deed), which confirmation the Security Trustee must promptly provide to TfNSW following the issue of any notice that the Security Trustee gives to the relevant Core Contractor in writing that it does not intend to cure the Default Event; or
 - (iii) if applicable, the date on which the Security Trustee fails to deliver a Step in Notice under this deed following the occurrence of the relevant Default Event.

- (c) Subject to clause 9.2 (*Tripartite Priority*), the Security Trustee will use its best endeavours to ensure that rights under the Debt Financing Documents are exercised in a way which facilitates the effective exercise by TfNSW of TfNSW Tripartite Rights.
- (d) To the extent the exercise of any of the TfNSW Tripartite Rights involves the assignment or novation of a Core Contract and/or a guarantee provided in respect of a Core Contract, the Security Trustee will release the relevant party, as the case may be, from the relevant Debt Financiers' Security to facilitate the assignment or novation, as the case may be.

9.2 **Tripartite Priority**

- (a) TfNSW acknowledges the rights of the Security Trustee under each Consent Deed (**Financiers Tripartite Rights**).
- (b) TfNSW and the Security Trustee agree that:
 - (i) the Financier's Tripartite Rights will take precedence over TfNSW Tripartite Rights for the duration of the period referred to in clause 4.2(a)(i) or 4.2(a)(ii);
 - (ii) if the Security Trustee exercises its rights to step in in accordance with clause 4 (*Financiers cure and Step In Rights*), the Financiers Tripartite Rights will take precedence over TfNSW Tripartite Rights from the date of the Step In Notice for the duration of the Step In Period, provided that TfNSW's prior written consent will be required to any substitution of, or the termination, assignment or novation of, a Core Contract; and
 - (iii) if the Security Trustee does not exercise its rights to step in in accordance with clause 4 (*Financiers cure and Step In Rights*) or if its Step In Period ends, TfNSW Tripartite Rights will take precedence over the Financiers Tripartite Rights.

9.3 **Priority of payment**

TfNSW and the Security Trustee agree that the order of priority of payment between the TfNSW Deed of Charge and the Debt Financiers' Securities and the order of payment in respect of any money received in enforcement of the TfNSW Deed of Charge or the Debt Financiers' Securities is, at any particular time:

- (a) first, the TfNSW Deed of Charge for the TfNSW Priority Amount at that time;
- (b) second, the Debt Financiers' Securities for the aggregate of:
 - (i) Actual Debt; and
 - (ii) all amounts other than Actual Debt outstanding under the Debt Financing Documents at that time; and
- (c) third, the TfNSW Deed of Charge for any amount secured by it outstanding at that time, other than the TfNSW Priority Amount,

provided that any monies standing to the credit of the Interim Funding Account shall be for the account of the Finance Parties and shall not be applied towards payment of the TfNSW Priority Amount.

9.4 Security Priority

- (a) Subject to clause 9.49.4(b), until payment in full of those amounts described in clause (b), TfNSW agrees that, until such time as TfNSW is entitled to terminate the Project Deed under clauses 4.2 (*Step In Notice*) or 4.8 (*Termination during Step In Period*), it will not take any action in or towards exercising a power, right or remedy under or in respect of the TfNSW Deed of Charge (or make an application for the winding up of, or the appointment of a liquidator to, OpCo or Finance Co) without first obtaining the consent of the Security Trustee (such consent not to be unreasonably delayed or withheld).
- (b) Each of the Security Trustee, the Agent and OpCo recognise and acknowledge the rights available to TfNSW under clause 42 (*Step-in*) of the Project Deed and the consequential rights arising under the TfNSW Deed of Charge. Without limitation, the Security Trustee agrees that:
 - (i) following the occurrence of an OpCo Termination Event, TfNSW will be entitled to exercise its rights under clause 43 (*Termination*) of the Project Deed and the TfNSW Deed of Charge will become enforceable when TfNSW is entitled to terminate the Project Deed under clauses 4.2 (*Step In Notice*) or 4.8 (*Termination during Step In Period*) even if an Appointed Representative has been appointed or the Security Trustee has otherwise taken enforcement action under a Debt Financiers' Security; and
 - (ii) those rights that arise as a result of a Step In Event occurring under clause 42.1(b) of the Project Deed may be exercised (including by way of enforcement of the TfNSW Deed of Charge) even if an Appointed Representative has been appointed or the Security Trustee has otherwise taken enforcement action under a Debt Financiers' Security,and the Security Trustee must ensure that such Appointed Representative does such things as TfNSW may reasonably require in order to enable to facilitate the effective exercise of such rights.
- (c) The order and amount of priority established under clause 9.3 (*Priority of payment*) operates in respect of all amounts received by the Security Trustee or TfNSW on a realisation or enforcement of their respective securities.
- (d) If, in accordance with this deed, during a Step In Period, TfNSW appoints a Controller or attorney under the TfNSW Deed of Charge, other than as a result of TfNSW enforcing the TfNSW Deed of Charge as a result of a TfNSW Step In Event in accordance with clause 9.4(b), the Security Trustee will take priority in the conduct of the enforcement, and TfNSW and the Security Trustee agree to fully co-operate with each other and their respective Controllers, attorneys and Representatives to give effect to the powers, rights and remedies of each party under this deed including:
 - (i) by the Representative, if it so requests by notice issued to TfNSW, assuming (or retaining) possession and control for the same property secured under a Debt Financiers' Security; and
 - (ii) by each party complying with any reasonable requests made by the other party in connection with the exercise of any powers under this deed, the TfNSW Deed of Charge, a Debt Financiers' Security and the Project Deed.
- (e) The provisions of this clause 9.4 (*Security Priority*) will apply despite:

- (i) the respective dates of execution and registration of the Debt Financiers' Securities and the TfNSW Deed of Charge;
- (ii) anything contained in the Debt Financiers' Securities or the TfNSW Deed of Charge;
- (iii) the Security Trustee or TfNSW having notice of the security held by the other or the date of any such notice;
- (iv) the respective dates on which money may be or may have been, advanced or deemed to be advanced, or become owing or payable under the Debt Financiers' Securities or the TfNSW Deed of Charge;
- (v) the payment in whole or in part from time to time of any money secured by the Debt Financiers' Securities or the TfNSW Deed of Charge;
- (vi) the amounts secured by the Debt Financiers' Securities or the TfNSW Deed of Charge fluctuating from time to time and in particular being reduced and subsequently increased;
- (vii) the re-lending or re-advance of money or the lending or advance of additional money or the furnishing of additional financial accommodation, secured by the Debt Financiers' Securities or the TfNSW Deed of Charge;
- (viii) any amounts secured by the Debt Financiers' Securities or the TfNSW Deed of Charge being a contingent liability;
- (ix) the Debt Financiers' Securities or the TfNSW Deed of Charge being or becoming at any time and for any reason wholly or partly invalid or unenforceable;
- (x) any rule of law or equity to the contrary;
- (xi) any amendment or variation to the terms of any of the Debt Financiers' Securities or the TfNSW Deed of Charge; or
- (xii) notice of any matter specified in any of the other sub-clauses contained in this clause 9.4(e).

9.5 **Marshalling**

Neither the Security Trustee nor TfNSW are obliged to marshal in favour of the other. If any of the Debt Financiers' Securities or the TfNSW Deed of Charge become enforceable, each of the Security Trustee and TfNSW in their absolute discretion may determine the extent (if any) to which it will have recourse to any of the Debt Financiers' Securities or the TfNSW Deed of Charge.

10. **REPRESENTATIONS AND WARRANTIES**

- (a) TfNSW represents and warrants that:
 - (i) **(status)** it is a statutory body validly constituted and existing under the *Transport Administration Act 1988* (NSW);
 - (ii) **(power)** it has or will have in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under this deed (or will have them in full force and effect at the time the obligation is to be performed);

- (iii) **(binding obligations)** this deed constitutes a valid and legally binding obligation of it in accordance with its terms;
 - (iv) **(no contravention)** the execution, delivery and performance of this deed by it does not violate any law, or any document or agreement to which it is a party or which is binding on it or its assets;
 - (v) **(Project Deed)** for the benefit of the Security Trustee only, to TfNSW's knowledge as at the date of this deed, TfNSW has no right, without OpCo's consent, which is now exercisable or with the giving of notice or lapse of time will or may become exercisable to:
 - (A) terminate, rescind, repudiate or vary the Project Deed; or
 - (B) refuse to perform or observe any of TfNSW's obligations under the Project Deed; and
 - (vi) **(Project Agreements)** for the benefit of the Security Trustee only, the Project Agreements set out all of the terms, conditions and warranties of the agreements, arrangements and understandings between OpCo of the one part and TfNSW of the other part in respect of the subject matter of the SLR PPP.
- (b) OpCo and Finance Co each represent and warrant that:
- (i) **(status and power):**
 - (A) in the case of OpCo, it is a general partnership, duly established under the Partnership Deed and remains existing under Australian law and has the capacity and power to execute, deliver and perform its obligations under this deed and all necessary action has been taken to authorise that execution, delivery and performance; and
 - (B) in the case of Finance Co, it is a company, duly incorporated and remains existing under Australian law and has the capacity and power to execute, deliver and perform its obligations under this deed and all necessary corporate and other action has been taken to authorise that execution, delivery and performance;
 - (ii) **(binding obligations)** this deed constitutes its valid, legal and binding obligations enforceable against it in accordance with its terms subject to equitable remedies and laws in respect of the enforcement of creditors' rights;
 - (iii) **(no contravention)** the execution, delivery and performance of this deed by it does not violate any law to which it is subject, or any document or agreement to which it is a party or which is binding on it or its assets; and
 - (iv) **(Debt Financing Documents)** the Debt Financing Documents to which it is a party set out all the terms, conditions and warranties of the agreements, arrangements and understandings between it and the other parties to the Debt Financing Documents in respect of the subject matter of those Debt Financing Documents.
- (c) The Security Trustee (both in its own right and as trustee of the Security Trust) represents and warrants that:

- (i) **(power)** it has full legal capacity and power under the Security Trust Deed to enter into this deed and to carry out the transactions that this deed contemplates, as trustee of the Security Trust; and
- (ii) **(trust authority)** all action that is necessary under the Security Trust Deed or at law to:
 - (A) authorise its entry into this deed and carry out the transactions that this deed contemplates;
 - (B) ensure that this deed is legal, valid and binding on it as trustee of the Security Trust and admissible in evidence against it in that capacity; and
 - (C) enable it to properly carry on the business of the Security Trust,has been taken.

11. UNDERTAKINGS

11.1 Copies of Debt Financing Documents

OpCo agrees to promptly give to TfNSW a photocopy of each Debt Financing Document once executed and certified by an authorised officer of OpCo to be a true copy.

11.2 Amendment of Debt Financing Documents

OpCo, Finance Co the Security Trustee and the Agent undertake and agree that:

- (a) no Refinancing may be effected except in accordance with clause 49 (*Financing and Refinancing*) of the Project Deed; and
- (b) without limiting clause 11.2(a), they may not otherwise, without the prior written consent of TfNSW:
 - (i) enter into any financing agreements (including in respect of present or contingent indebtedness, deferred purchase or leasing arrangements or similar obligations, but excluding indebtedness incurred in the ordinary course of business) other than the Debt Financing Documents or any intercompany finance agreement between OpCo and Finance Co; or
 - (ii) make any material amendment to, waive, vary or change any term or provision of the Debt Financing Documents,

other than in respect of a Refinancing implemented in accordance with clause 49 (*Financing and Refinancing*) of the Project Deed or an event or circumstance described in paragraphs (d) to (h) of the definition of "Refinancing" in the Project Deed.

11.3 Money secured under Debt Financiers' Securities

- (a) OpCo, Finance Co and the Security Trustee each warrant to TfNSW that the only obligations of OpCo and Finance Co to the Security Trustee which form part of the Secured Money are the obligations of OpCo and Finance Co under the Debt Financing Documents.
- (b) The warranty in clause 11.3(a) will be deemed to be repeated on each anniversary of the date of this deed.

11.4 Assignment

- (a) Subject to the terms of this deed and the Debt Financing Documents, the Security Trustee, or any Representative may assign, transfer or otherwise dispose of any of the property the subject of the Debt Financiers' Securities.
- (b) The Security Trustee and the Agent each acknowledges and agrees that they may not (and it must not permit any Debt Financier to) assign, transfer or otherwise dispose of all or any part of their (or that Debt Financier's) rights, benefits or obligations under any of the Debt Financing Documents unless:
 - (i) it is permitted under clause 1.10 (*Replacement of Security Trustee*) or 1.11 (*Agent*) of this deed; or
 - (ii) the assignee, novatee or transferee:
 - (A) is an existing Debt Financier or any of its Related Bodies Corporate so long as that Related Body Corporate's primary business does not involve investing in distressed assets;
 - (B) is a financier that, unless TfNSW consents otherwise, has a credit rating of at least:
 - (aa) prior to the Date of Completion, A- (issued by Standard and Poor's Australia) or A3 (issued by Moody's Investor Service); or
 - (bb) on or after the Date of Completion, BBB+ (issued by Standard and Poor's Australia) or Baa1 (issued by Moody's Investor Service),or is, in TfNSW's opinion, suitably guaranteed by an entity which has such an applicable credit rating and:
 - (cc) is on the Permitted Financier List; or
 - (dd) is regulated by the Australian Prudential Regulation Authority;
 - (C) is an investment fund that:
 - (aa) is on the Permitted Investment Fund List; and
 - (bb) holds total net assets of at least \$500 million and has sufficient available assets to fund the commitments of the Debt Financier under the Debt Financing Documents which are being transferred to it;
 - (D) is a securitisation or funding vehicle of the transferring Debt Financier where the transferring Debt Financier remains lender of record; or
 - (E) is a financial institution which has been consented to by TfNSW, with such consent being deemed to be given if TfNSW does not respond within 10 Business Days of the request for consent.
- (c) TfNSW, in determining whether or not to provide consent under clause 11.4(b)(B), will:

- (i) take into account the financial position of the financier (including the ability of that financier to fund the commitments of the Debt Financier which are being transferred to it) and the prudential and regulatory regime applicable to that financier's business; and
- (ii) have been deemed to have given its consent if it does not respond within 10 Business Days of the request for consent.

11.5 Operation of specific accounts

- (a) OpCo and the Security Trustee must not make any payment (and must take all reasonable and proper steps to ensure that no payment is made) out of the Insurance Proceeds Account except pursuant to the provisions of the Project Deed and this deed.
- (b) The Security Trustee represents and warrants that it has not, in its capacity as trustee of the Security Trust, granted any security interest in favour of any third party over the Insurance Proceeds Account.

11.6 Project Deed notices

TfNSW acknowledges and agrees that OpCo will be required to give the Security Trustee, the Agent and the Debt Financiers a copy of certain documents issued to it or issued by it under the Project Deed. TfNSW consents to OpCo giving the Security Trustee, the Agent and the Debt Financiers copies of those documents.

11.7 Debt Financing Document Notices

The Security Trustee must give TfNSW a copy of any document issued by the Security Trustee under:

- (a) clause 8.1(1) (*Exercise of enforcement and other powers*) of the Security Trust Deed;
- (b) clause 4.4 (*Conversion to Revolving Assets*) of the Debt Financiers' Securities; and
- (c) clause 4.6 (*Notice may be given not to deal*) of the Debt Financiers' Securities,

within 2 Business Days of the issue of the relevant document. OpCo consents to the Security Trustee giving TfNSW copies of those documents.

11.8 No caveats

The Security Trustee (and any person on its behalf) must not lodge a caveat on the title to the Project Site except in circumstances permitted by the Project Deed.

11.9 D&C Contractor defaults

- (a) In this clause 11.9 (*D&C Contractor defaults and Augmentations*):

D&C Contractor Default means an OpCo Event of Default which is caused by:

- (i) an Insolvency Event in respect of the D&C Contractor; or
- (ii) the D&C Contractor at any time wholly or substantially abandoning the SLR Works.

Exposure means, at any time, in relation to a Debt Financier, its undrawn commitments under the Debt Financing Documents (if any) plus the amount of that

Debt Financier's participation in the aggregate principal outstanding under the Debt Financing Documents at that time.

Super Majority Financiers means a group of Debt Financiers holding, in aggregate, Exposures under the Debt Financing Documents equal to or greater than 75% of all Debt Financier Exposures under the Debt Financing Documents.

- (b) If:
- (i) a D&C Contractor Default has occurred and is subsisting or TfNSW and OpCo propose any amendment, consent or waiver under a Project Agreement in connection with an Augmentation in accordance with Schedule D9 (*Augmentations*) of the Project Deed; and
 - (ii) a Debt Financier (**Relevant Financier**) refuses to grant its consent to any amendment, consent or waiver under a Project Agreement sought by TfNSW or OpCo to which the Super Majority Financiers have consented (including any amendment, consent or waiver for the provision of additional debt financing and the subordination of the existing debt provided under the Debt Financing Documents) which requires (but has not then received) the consent of Debt Financiers holding 100% of all Debt Financier Exposures under the Debt Financing Documents,

then OpCo, Finance Co, TfNSW and the Super Majority Financiers may proceed with such consent, amendment or waiver:

- (iii) (where the relevant consent for an amendment, consent or waiver is in connection with the subsistence of a D&C Contractor Default) without the consent of the Relevant Financier; or
- (iv) (where the relevant consent for an amendment, consent or waiver is in connection with an Augmentation in accordance with Schedule D9 (*Augmentations*) of the Project Deed) without the consent of the Relevant Financier, but only after the Relevant Financier is satisfied (acting reasonably) that, upon financial close of the Augmentation, all principal amounts outstanding to it, and any undrawn commitments it has under the Debt Financing Documents at that time will be:

- (A) prepaid and cancelled; or
- (B) transferred to a replacement lender,

in accordance with the terms of the Debt Financing Documents and, following financial close of the Augmentation, all principal amounts outstanding to the Relevant Financier, and any undrawn commitments it has under the Debt Financing Documents, are prepaid and cancelled or transferred to a replacement lender and any net close-out or termination payments payable to any Debt Financier (or its Associate) in connection with the relevant pre-payment or cancellation are paid to the extent contemplated under paragraph 10.3(b)(i) of Schedule D9 (*Augmentations*) of the Project Deed.

- (c) Nothing in clause 11.9(b):
- (i) imposes an obligation on any Debt Financier to pay or advance an amount which is more than the amount which it has committed to pay or advance under the Debt Financing Documents; or

- (ii) enables the reduction of any amount payable to a Debt Financier under the Debt Financing Documents,

without that Debt Financier's agreement.

11.10 Conditional Debt Pay Down

- (a) The Security Trustee, OpCo and Finance Co each acknowledge and agree:
 - (i) the Debt Financing Documents do permit and will permit the payment of the CDPD Amount in accordance with clause 25.2 (*Conditional Debt Pay Down*) of the Project Deed and this deed including without the payment by OpCo or Finance Co of any breakage costs or prepayment fees (including costs of early termination of hedging agreements) if the payment is in accordance with clause 25.2 of the Project Deed;
 - (ii) that the CDPD Amount, if paid by TfNSW to OpCo in accordance with clause 25.2 (*Conditional Debt Pay Down*) of the Project Deed, will be, and will be taken to be, applied as a permanent repayment of the principal component of the Actual Debt outstanding at that time;
 - (iii) without limiting the above, that upon payment of the CDPD Amount in accordance with clause 25.2 (*Conditional Debt Pay Down*) of the Project Deed, the principal component of the Actual Debt for the purposes of the Project Agreements will be reduced by the amount of such CDPD Amount; and
 - (iv) that upon repayment of Actual Debt in accordance with this clause 11.10 (*Conditional Debt Pay Down*), the relevant facilities under the Debt Financing Documents will be permanently repaid and cancelled in an amount at least equal to the CDPD Amount.
- (b) The Security Trustee must notify TfNSW in writing promptly upon receipt of the CDPD Amount and confirm the matters referred to in clause 11.10(a).

12. INDEMNITY

OpCo indemnifies each of TfNSW, the Agent and the Security Trustee against, and must pay them on demand the amount of, all losses, liabilities, expenses and Taxes incurred in connection with any actual or attempted preservation or enforcement, of any rights under this deed subject to, in respect of:

- (a) TfNSW, clause 38.2 (*Exclusions from indemnity*) of the Project Deed;
- (b) the Agent, clause 13.2 of the Syndicated Facility Agreement; and
- (c) the Security Trustee, clause 10 of the Security Trust Deed.

13. DISCLOSURE, CONFIDENTIALITY AND PUBLICITY

13.1 Disclosure by TfNSW

- (a) TfNSW may publish or disclose (on the internet or otherwise):
 - (i) the terms and conditions of this deed or any other Project Agreement; and

- (ii) any document or information arising under, out of or in connection with this deed or any other Project Agreement or relating to the performance of this deed or any other Project Agreement,

provided TfNSW redacts any Commercially Sensitive Information.

- (b) Despite the provisions of clauses 13.1(a), and 13.2(b), TfNSW may disclose, or require OpCo to disclose in any form and at times TfNSW considers appropriate, any of the following information, and whether or not the information is Commercially Sensitive Information (other than the Debt Financing Documents and Equity Documents):

- (i) any information reasonably required in connection with the re-tendering or contracting of all or part of the SLR PPP, provided that the information may only be published during the period of, or during the period leading up to, the re-tendering or contracting;
- (ii) any information reasonably required in connection with any option, modification, variation or augmentation, or proposed option, modification, variation or augmentation, of the SLR; or
- (iii) any information TfNSW reasonably considers necessary at or around the expiry or termination of the Project Deed in order to secure the continuity of services on the SLR,

provided that:

- (iv) such information shall not include pricing information which is specific to OpCo or its subcontractors; and
- (v) TfNSW shall ensure that any party to which the information is disclosed is required to comply with appropriate confidentiality requirements.

13.2 Confidentiality

- (a) Subject to clause 13.213.2(c), each party other than TfNSW must:
 - (i) keep confidential the Project Agreements and information relating to the SLR PPP, OpCo's Activities and any discussions concerning the Project Agreements (including the materials and information referred to in the definitions of ETS IP, LTS IP and IWLR IP (in each case as defined in Schedule D5 (*Intellectual Property*) of the Project Deed); and
 - (ii) ensure that each of its Associates and the Debt Financiers comply with the terms of clause 13.2(a)(i).
- (b) TfNSW must keep confidential the Commercially Sensitive Information.
- (c) No party is obliged to keep (or to procure that the Debt Financiers keep) confidential any information:
 - (i) which is in the public domain through no fault of the disclosing party; or
 - (ii) the disclosure of which is:
 - (A) required by law;

- (B) required by any recognised stock exchange or a New South Wales or Commonwealth regulator;
 - (C) given with the written consent of the other parties;
 - (D) to professional advisors who are under a duty of confidentiality;
 - (E) given to a court in the course of proceedings to which the disclosing party is a party; or
 - (F) in the case of TfNSW, required by a House of Parliament, a Committee of a House of Parliament or for any legitimate government purpose.
- (d) If TfNSW requires OpCo, Finance Co, or the Security Trustee to provide a confidentiality deed in favour of a third party in respect of any of that third party's confidential information that is provided to OpCo, Finance Co or the Security Trustee, then OpCo, Finance Co or the Security Trustee (as applicable) must execute such a confidentiality deed in the form reasonably specified by TfNSW.
- (e) OpCo and Finance Co may disclose the information referred to in clause 13.2(a)(i) to:
- (i) its Associates to the extent necessary for undertaking the Project; or
 - (ii) any prospective financier or equity investor of the Project, subject to TfNSW having been provided necessary information in respect of the proposed parties and having carried out any probity investigation that TfNSW considers necessary.
- (f) The Security Trustee may (and may permit the Debt Financiers to) disclose the information referred to in clause 13.2(a)(i) to:
- (i) its auditors;
 - (ii) any ratings agency to the extent necessary to undertake the financing of the Project;
 - (iii) to any actual or prospective replacement security trustee or agent in respect of a replacement in accordance with clause 1.10 (*Replacement of Security Trustee*) or 1.11 (*Agent*) of this deed or;
 - (iv) to any actual or prospective assignee, novatee or transferee contemplated in clause 11.4 (*Assignment*).
- (g) Before disclosing any information referred to in clause 13.2(a)(i) pursuant to clauses 13.2(e) (in the case of OpCo or Finance Co) or clause 13.2(f) (in the case of the Security Trustee or any Debt Financier), OpCo, or Finance Co the Security Trustee or any Debt Financier (as applicable) must ensure that the person to whom the information is disclosed enters into a confidentiality deed with it on terms reasonably acceptable to TfNSW.

13.3 Public Disclosure Obligations

- (a) OpCo, or Finance Co, the Security Trustee and the Agent acknowledge and agree that disclosures regarding the SLR PPP by TfNSW, the State or any Authority may be required:

- (i) under law, including the *Government Information (Public Access) Act 2009* (NSW) or any similar or replacement legislation; or
- (ii) to satisfy the disclosure requirements of the Auditor General and to satisfy the requirements of Parliamentary accountability,

(Public Disclosure Obligations).

- (b) OpCo, or Finance Co, the Security Trustee and the Agent must use all reasonable endeavours to assist TfNSW, the State or an Authority in meeting their Public Disclosure Obligations in connection with the SLR PPP.

13.4 Publicity

Except for notices which OpCo, or Finance Co, the Security Trustee or the Agent is required to disclose to any recognised stock exchange, OpCo, the Security Trustee and the Agent must:

- (a) not make any public announcements or statements in relation to the SLR PPP (including by posting any information relating to the SLR PPP on any website) without TfNSW's prior consent;
- (b) use reasonable endeavours to agree with TfNSW the wording and timing of all public announcements and statements by it or a Significant Contractor relating to the SLR PPP before the relevant announcement or statement is made;
- (c) give TfNSW a draft of any proposed media release relating to the SLR PPP and obtain TfNSW's approval of the media release before distributing it;
- (d) give TfNSW a copy of any announcement or media release as soon as practicable after it is made or distributed; and
- (e) ensure that all Significant Contractors comply with the requirements referred to in this clause 13.4 (*Publicity*).

14. AMENDMENT AND ASSIGNMENT

14.1 Amendment

This deed can only be amended, supplemented, replaced or novated by another deed signed by the parties.

14.2 Assignment

- (a) Subject to any express provisions of this deed, the Security Trustee, the Agent, OpCo and Finance Co may only dispose of, declare a trust over or otherwise create an interest in its rights under this deed with the consent of TfNSW.
- (b) TfNSW may dispose of, declare a trust over or otherwise create an interest in its rights under this deed without the consent of any other party provided it complies with the terms of clause 52.2(a) of the Project Deed and the person to or for whom TfNSW transfers, disposes, declares a trust over or otherwise creates an interest in its rights under this deed is the same person as the transferee of TfNSW's rights under and in accordance with the Project Deed.
- (c) Subject to any express provision of this deed, the parties may not, without the prior written consent of the others, assign, grant a Security Interest over, or otherwise dispose of all or any benefit, right or interest under this deed, provided

always that an assignment by TfNSW of its interest to any other transferee including a governmental body, agency or department (in each case constituting the State or guaranteed by the State on terms no less favourable than those contained in the PAFA Act Deed Poll of Guarantee) will not require OpCo's, Finance Co's, the Agent's nor the Security Trustee's prior written consent.

- (d) The provisions of clauses 14.2(a) and 14.2(c) do not apply to the granting of Security Interests in accordance with the Debt Financing Documents or Project Agreements.

14.3 TfNSW's ownership of the Moveable Assets

- (a) Notwithstanding any other clause of this deed, OpCo, Finance Co and the Security Trustee acknowledge and agree that:
 - (i) TfNSW is the owner of the Assets;
 - (ii) due to uncertainties with respect to the impact of the PPSA, TfNSW may register PPSA Security Interests against OpCo with respect to some or all of the Assets;
 - (iii) without prejudice to clauses 51.2 (*Moveable Assets*) and 51.3 (*Existing Moveable Assets*) of the Project Deed, TfNSW's interest in the Assets, whether as owner or as a secured party under a PPSA Security Interest, will take priority over any Security Interest or other interest of the Security Trustee in the Assets; and
 - (iv) OpCo, Finance Co and the Security Trustee will do all things reasonably required by TfNSW to give effect to the priority of TfNSW's interest in the Assets and to ensure that TfNSW is able to fully and effectively deal with the Assets as owner of those Assets, free from any Encumbrance in favour of any other party, including delivering up any Assets to TfNSW that come into their possession.

15. GST

- (a) **(Interpretation):**
 - (i) Except where the context suggests otherwise, terms used in this clause 15 (*GST*) have the meanings given to those terms by the GST Act (as amended from time to time).
 - (ii) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 15 (*GST*).
 - (iii) Unless otherwise expressly stated, all consideration to be provided under this deed is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 15 (*GST*).
 - (iv) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.
- (b) **(Reimbursements):** Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of

any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

- (c) **(Additional amount of GST payable):** Subject to clause 15(e), if GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:
 - (i) any amount payable or consideration to be provided under any provision of this deed (other than this clause 15 (GST)), for that supply is exclusive of GST;
 - (ii) any party (**Recipient**) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and
 - (iii) the Supplier must provide a Tax Invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 1.1(a)(ii).
- (d) **(Variation of GST):**
 - (i) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 15(c) and clause 15(e)), varies from the additional amount paid by the Recipient under clause 15(c), then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 15(d) is deemed to be a payment, credit or refund of the GST Amount payable under clause 15(c).
 - (ii) The Supplier must issue an Adjustment Note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.
- (e) **(Exchange of non-monetary consideration):**
 - (i) To the extent that the consideration provided for the Supplier's Taxable Supply to which clause 15(c) applies is a Taxable Supply made by the Recipient (the **Recipient Supply**), the GST Amount that would be otherwise be payable by the Recipient to the Supplier in accordance with clause 15(c) shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
 - (ii) The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 15(c) (or the time at which such GST Amount would have been payable in accordance with clause 15(c) but for the operation of clause 15(e)).
- (f) **(No merger):** This clause will not merge on completion or termination of this deed.

16. **GENERAL**

16.1 **Notices**

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

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

TfNSW

Name: TfNSW, a New South Wales Government agency

Address: Level 11, 338 Pitt Street, Sydney NSW 2000

Fax: 02 9200 0290

For the attention of: TfNSW's Representative

With a copy to:

Name: TfNSW, a New South Wales Government agency

Address: Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067

Fax No: 02 9200 0290

For the attention of: Deputy Director General, Transport Projects Division

OpCo

Name: ALTRAC Light Rail Partnership

Address: c/- Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney, NSW

Fax No: 02 8224 3800

For the attention of: Malcolm Macintyre

Finance Co

Name: Astra SLR Finance Pty Limited

Address: c/- Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney, NSW

Fax No: 02 8224 3800

For the attention of: Fiona White

The Security Trustee

Name: CBA Corporate Services (NSW) Pty Limited

Address: Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW,
2000

For the attention of: Steven Furlong, Director – Agency

The Agent

Name: Commonwealth Bank of Australia

Address: Level 22, Darling Park Tower 1, 201 Sussex Street, Sydney, NSW,
2000

For the attention of: Steven Furlong, Director – Agency

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 16.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent within Australia) 2 Business Days after the date of posting;
 - (ii) (in the case of international post) 7 Business Days after the date of posting;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

provided that the communication would be deemed to be received on a day that is not a Business Day, or after 5:00pm on a Business Day, it is taken to be received at 9:00am on the next Business Day.

16.2 TfNSW as a Public Authority

- (a) This deed will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of TfNSW to exercise any of its functions and powers pursuant to any law.
- (b) OpCo, Finance Co, the Agent and the Security Trustee acknowledge and agree that, without limiting clause 16.2(a), anything which TfNSW does, fails to do or purports to do pursuant to its functions and powers under any law will be deemed not to be an act or omission by TfNSW under this deed and will not entitle OpCo, Finance Co, the Agent or the Security Trustee to make any Claim against TfNSW.
- (c) The parties agree that clauses 16.2(a) and 16.2(b) are taken not to limit any liability which TfNSW would have had to OpCo, Finance Co, the Agent or the

Security Trustee under this deed as a result of a breach by TfNSW of a term of this deed but for clauses 16.2(a) and 16.2(b) of this deed.

16.3 Certification

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

16.4 Cost of performing obligations

Each party must perform its obligations under this deed at its own cost, unless expressly provided otherwise in the Debt Financing Documents or the Project Agreements.

16.5 Governing law

This deed is governed by and must be construed according to the law applying in New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts.

16.6 Amendments

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

16.7 Taxes

Subject to clause 61 (*Taxes*) of the Project Deed, OpCo:

- (a) must pay all taxes in respect of this deed, the performance of this deed and each transaction effected by or made under this deed;
- (b) indemnifies each other party against liability arising from failure to comply with clause 16.7(a); and
- (c) is authorised to apply for and retain the proceeds of any refund due in respect of any taxes paid under this clause 16.7 (*Taxes*).

16.8 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

16.9 Survival of certain provisions; no merger

- (a) Without limiting clause 16.17 (*Indemnities*):
 - (i) clauses 5.7 (*Finance Party rights following assumption of Project Debt*), 12 (*Indemnity*), 16.1 (*Notices*), 16.5 (*Governing law*) and 16.17 (*Indemnities*), any indemnities given under this deed and any other provisions which are

expressed to survive termination (together, the **Surviving Clauses**) will survive rescission, termination or expiration of this deed; and

- (ii) if this deed is rescinded or terminated, no party will be liable to any other party except:
 - (A) under the Surviving Clauses; or
 - (B) in respect of any breach of this deed occurring before such rescission or termination.
- (b) No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

16.10 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to:

- (a) give effect to this deed;
- (b) assist with the registration of the Debt Financiers' Securities or the TfNSW Deed of Charge; or
- (c) apply any money recovered under a Debt Financiers' Security or the TfNSW Deed of Charge in accordance with the priorities set out in this deed.

16.11 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

16.12 Reading down

If a word, phrase, sentence, clause or other provision of this deed would otherwise be unenforceable, illegal or invalid the effect of that provision will so far as possible be limited and read down so that it is not unenforceable, illegal or invalid.

16.13 Severance

If at any time any provision of this deed is or becomes illegal or unenforceable in any jurisdiction it will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this deed or affecting the validity or enforceability of such provision in any other jurisdiction.

16.14 Remedies cumulative

The rights and remedies provided in this deed are cumulative and are not exclusive of any rights or remedies provided by law or any other agreement, except to the extent expressly provided in this deed.

16.15 Moratorium legislation

Unless application is mandatory by law, any present or future law will not apply to this deed so as to abrogate or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to TfNSW.

16.16 Entire agreement

This deed contains the entire agreement of the parties with respect to the transactions contemplated by it and supersedes any prior written or other agreement of the parties. There are no understandings, agreements, warranties or representations (express or implied) with respect to the transactions contemplated by this deed except for those referred to in it.

16.17 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.
- (d) Where OpCo or Finance Co gives any indemnity or release to TfNSW under this deed, it gives an equivalent indemnity and release to the State. TfNSW holds for itself and on trust for the State the benefit of each such indemnity and release in this deed.

16.18 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. All such counterparts taken together will be deemed to constitute one and the same instrument.

16.19 Attorneys

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney and that he or she has, at the time of executing this deed, no notice of the revocation of the power of attorney under which he or she executes this deed.

16.20 Order of precedence

To the extent of any inconsistency between this deed and any other document or agreement between the parties (including the Project Deed and the TfNSW Deed of Charge), this deed will prevail.

16.21 PPSA

To the extent that the rights for TfNSW to withhold amounts under clauses 21.8(e) (*Asset Management Failures*) or 22.1(b) (*Provision of security*) of the Project Deed constitute or give rise to a Security Interest held by TfNSW (the **Retention Security Interests**), TfNSW and the Security Trustee agree that the order of priority between TfNSW's Security Interest and the Debt Financiers' Securities with respect to those retention amounts will

be that TfNSW's Security Interest will take priority over the Debt Financiers' Security unless and until TfNSW is obliged to reimburse OpCo for the amounts withheld or release the amounts to OpCo under the Project Deed, at which time clause 9.3 (*Priority of Payment*) of this deed will apply as if the references to the TfNSW Deed of Charge included the Retention Security Interests.

Executed as a Deed

EXECUTED by **TRANSPORT FOR NSW**
by its authorised delegate **IN THE**
PRESENCE OF:

Signature of Witness

Signature of Authorised Delegate

Name of Witness (print)

Name of Authorised Delegate (print)

Signed by the ALTRAC Light Rail Partnership by being signed by each of its partners as at the date of this deed

OPCO

SIGNED, SEALED AND DELIVERED by
ALTRAC LIGHT RAIL 1 PTY LIMITED
ACN 603 192 203 as trustee for
ALTRAC LIGHT RAIL TRUST 1:

Director

Director

Name of Director (print)

Name of Director (print)

SIGNED, SEALED AND DELIVERED by
ALTRAC LIGHT RAIL 2 PTY LIMITED
ACN 603 194 476 as trustee for
ALTRAC LIGHT RAIL TRUST 2:

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

SIGNED, SEALED AND DELIVERED by
ALTRAC LIGHT RAIL 3 PTY LIMITED
ACN 603 190 601 as trustee for
ALTRAC LIGHT RAIL TRUST 3 by its
Attorney **IN THE PRESENCE OF:**

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

FINANCE CO

SIGNED, SEALED AND DELIVERED by
ASTRA SLR FINANCE PTY LIMITED
ACN 166 382 403 by its Attorney **IN**
THE PRESENCE OF:

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

SECURITY TRUSTEE

SIGNED, SEALED AND DELIVERED by
CBA CORPORATE SERVICES (NSW)
PTY LIMITED ACN 072 765 434 under
power of attorney dated 26 November
2013 **IN THE PRESENCE OF:**

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

AGENT

SIGNED, SEALED AND DELIVERED by
COMMONWEALTH BANK OF
AUSTRALIA ACN 123 123 124 under
power of attorney dated 24 June 2013
IN THE PRESENCE OF:

Witness

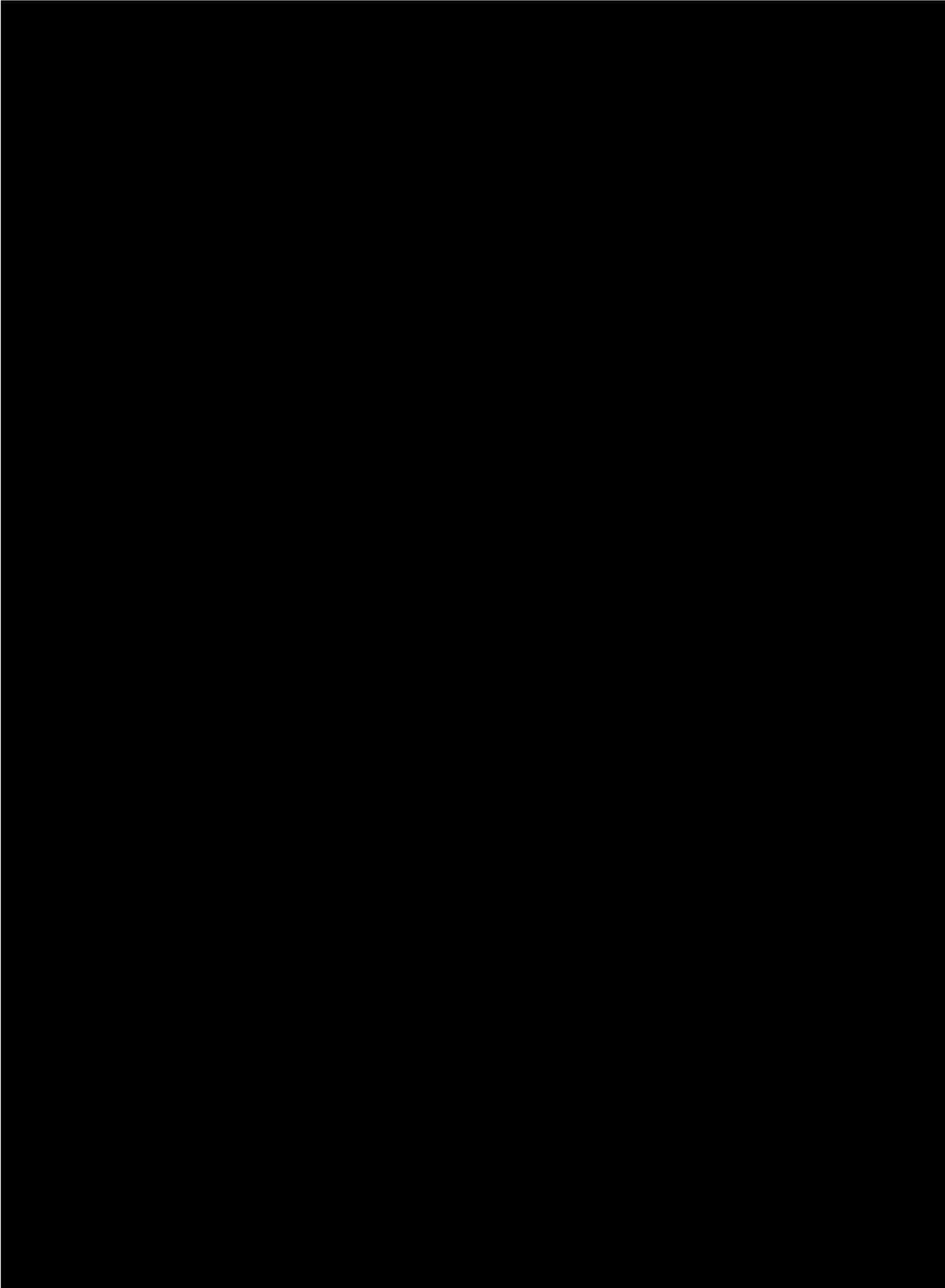
Attorney

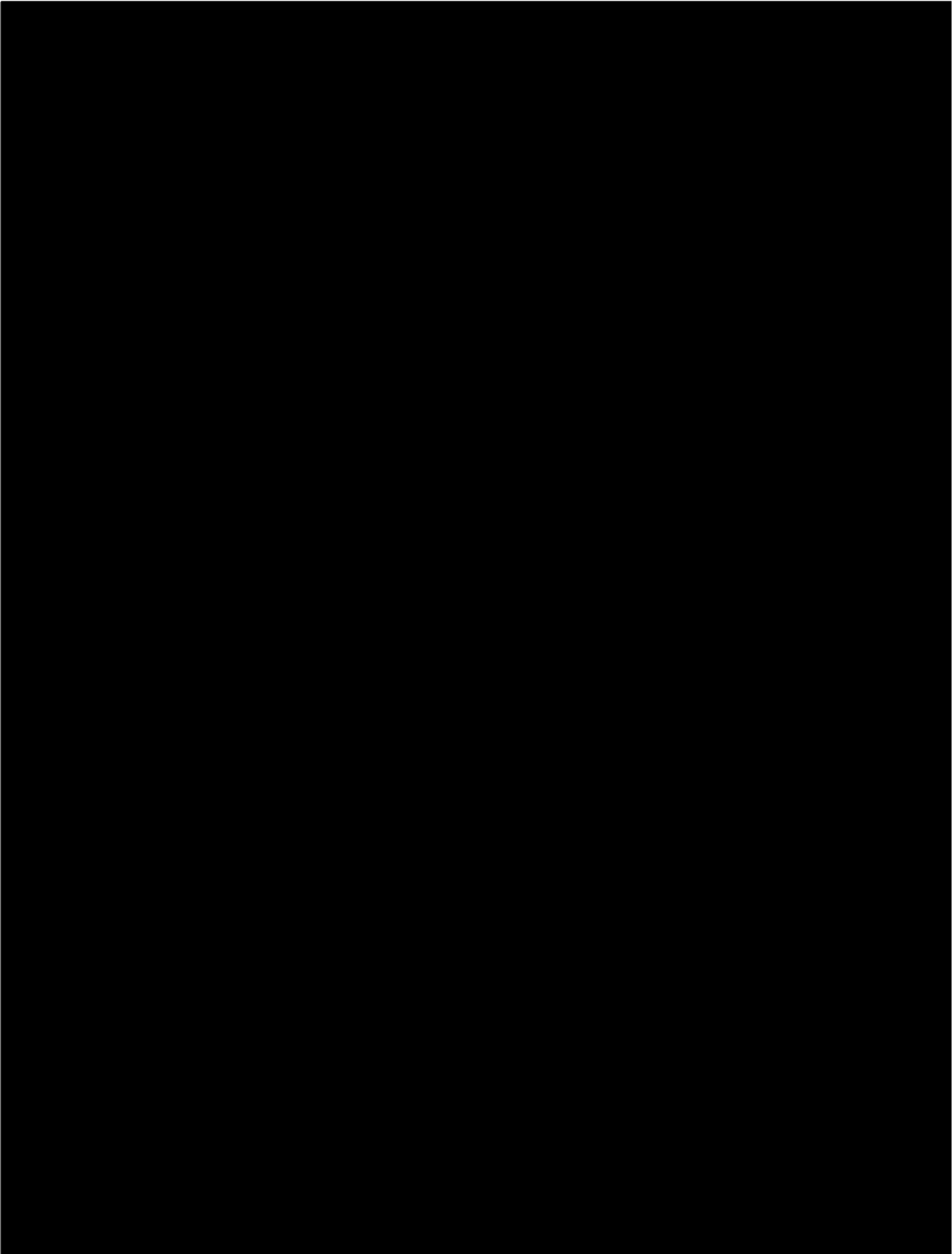
Name of Witness (print)

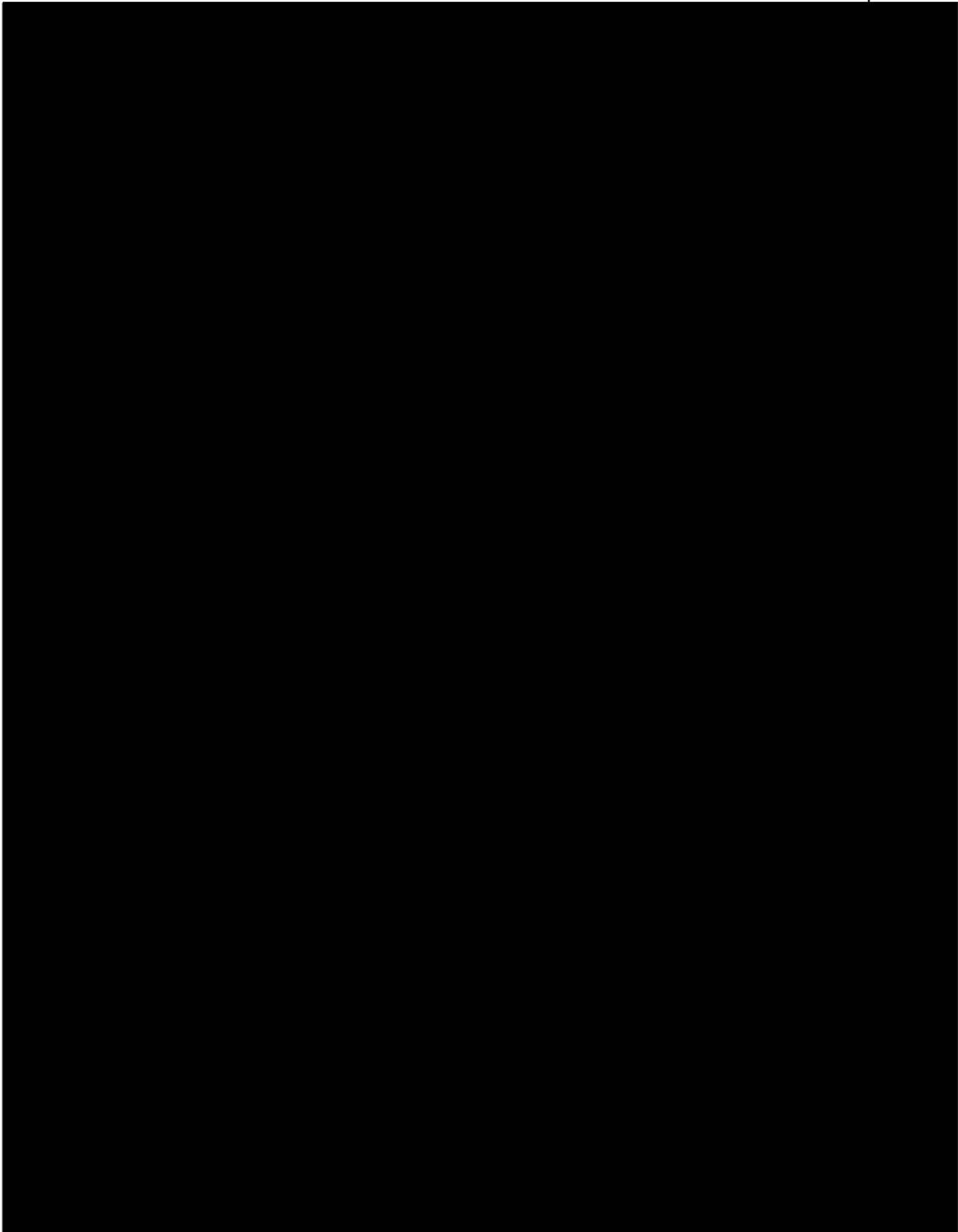
Name of Attorney (print)

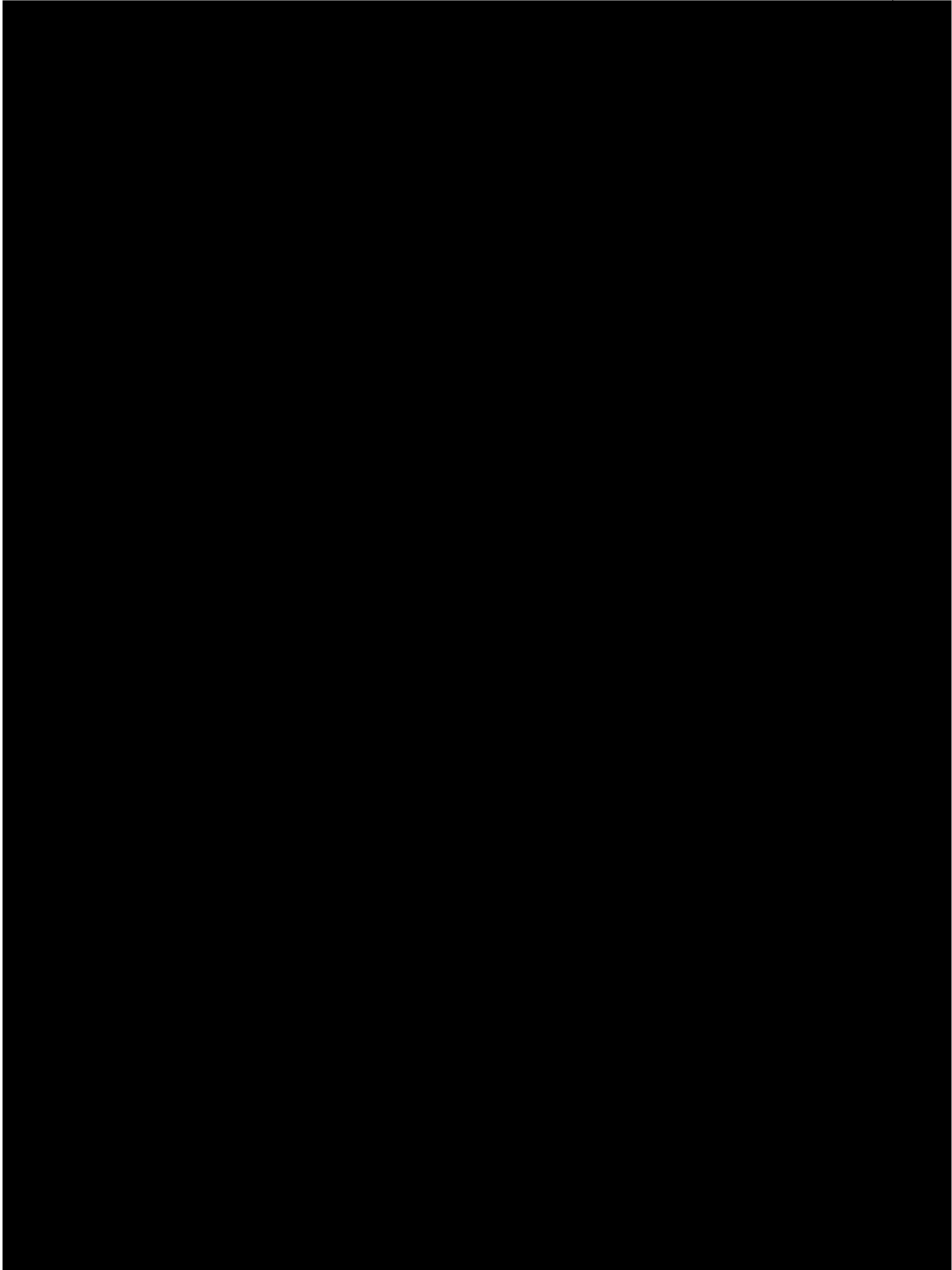
Schedule D12
Equity Purchase Deed

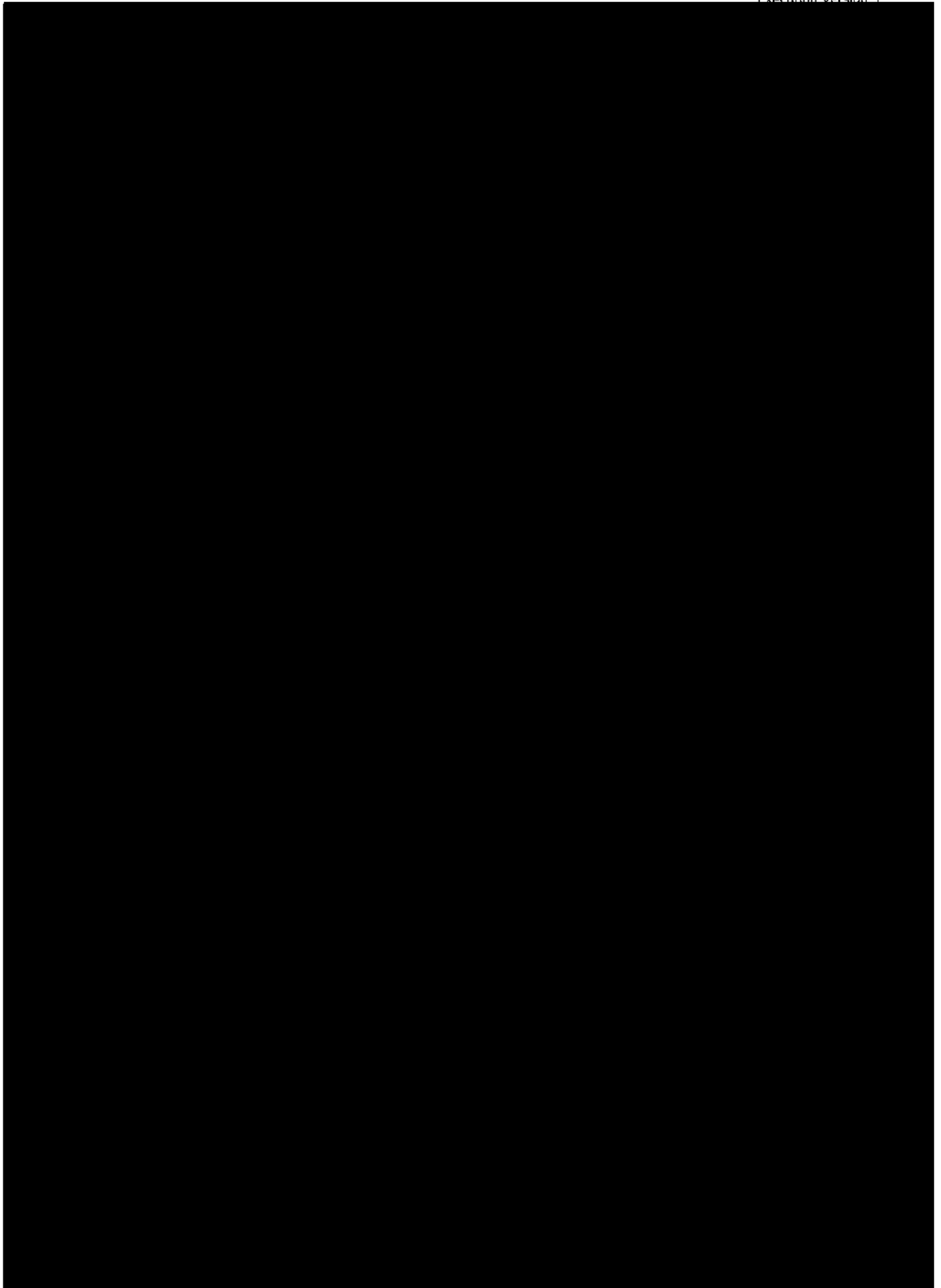
(Clause 43.15)

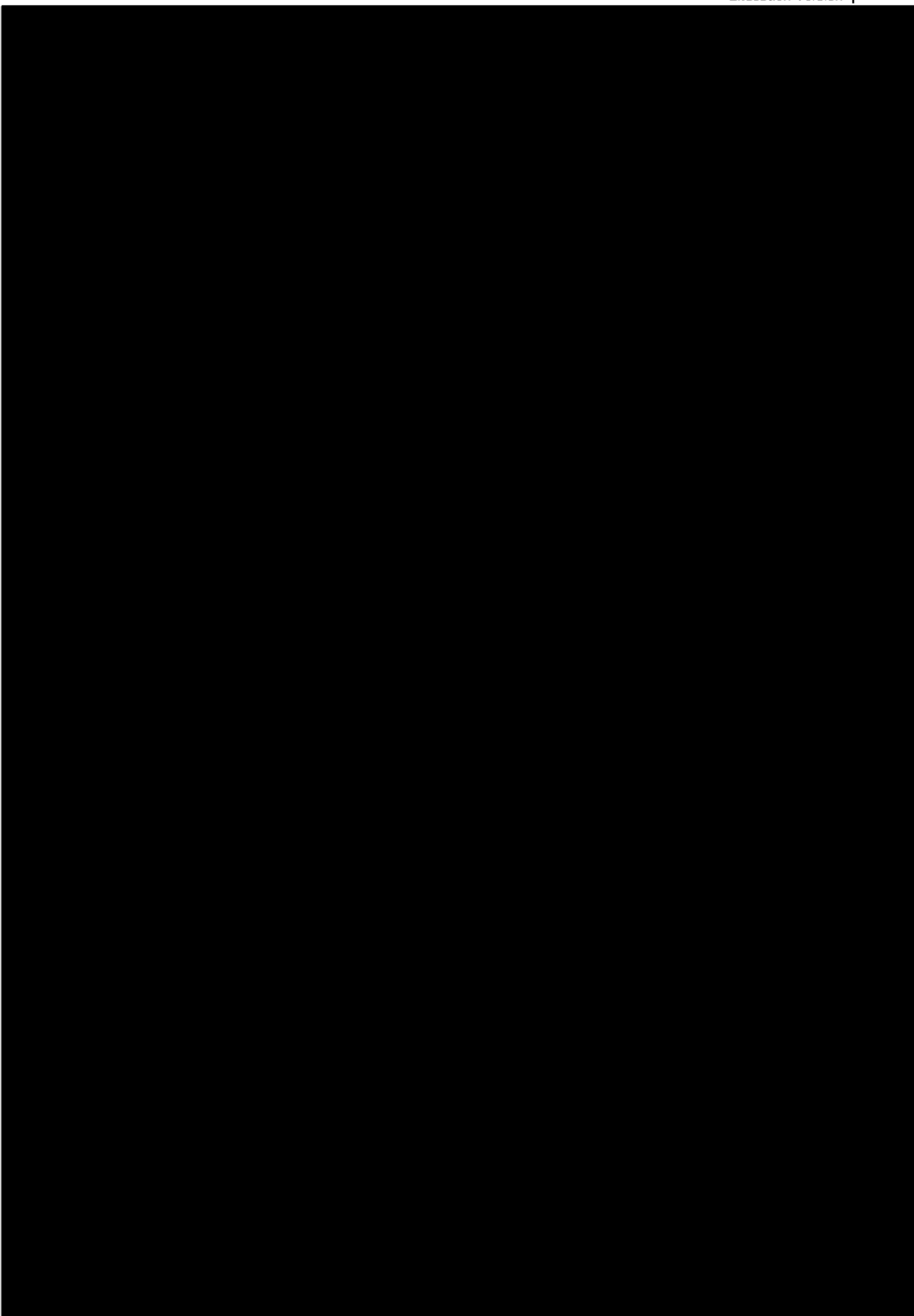


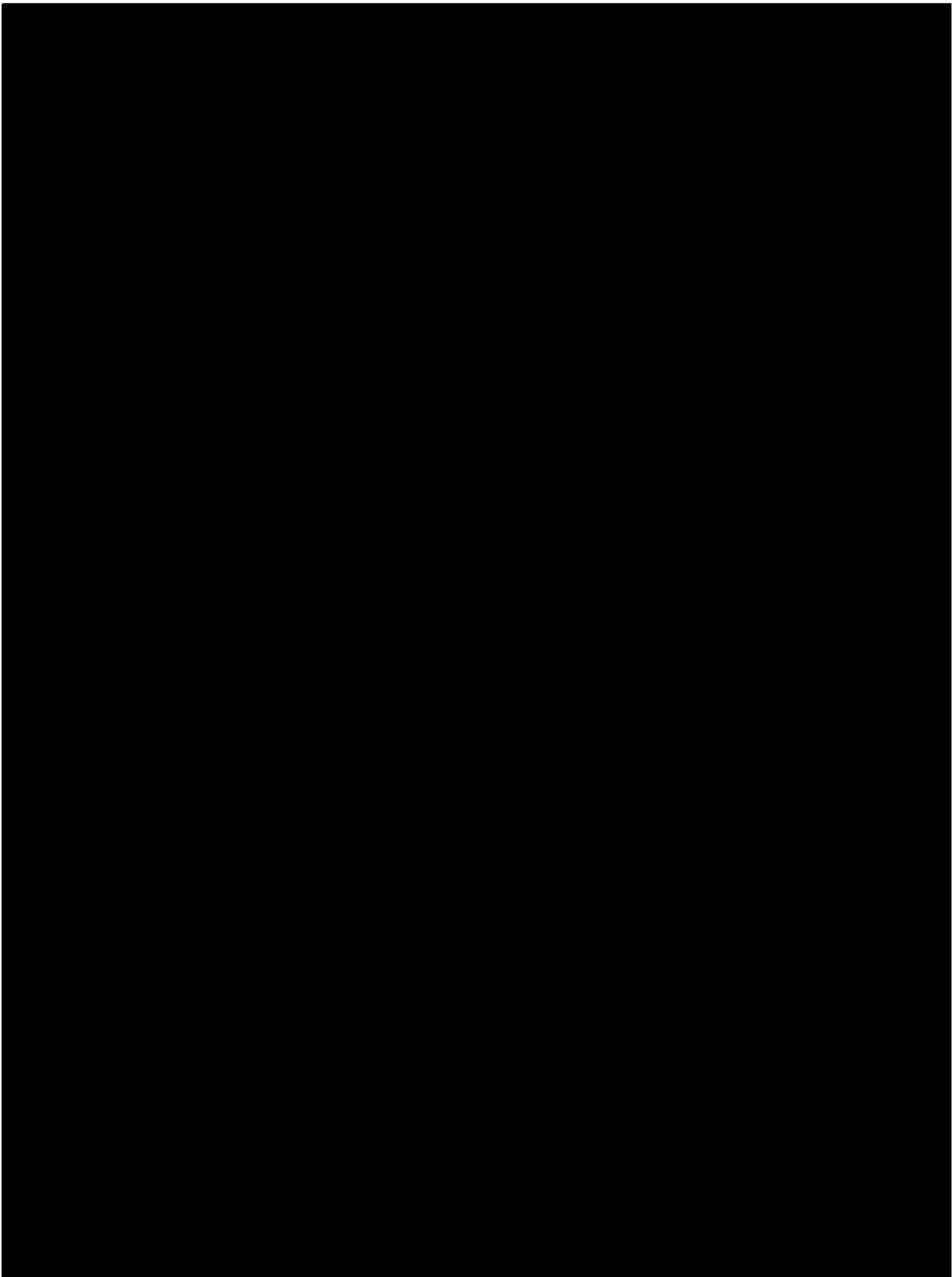


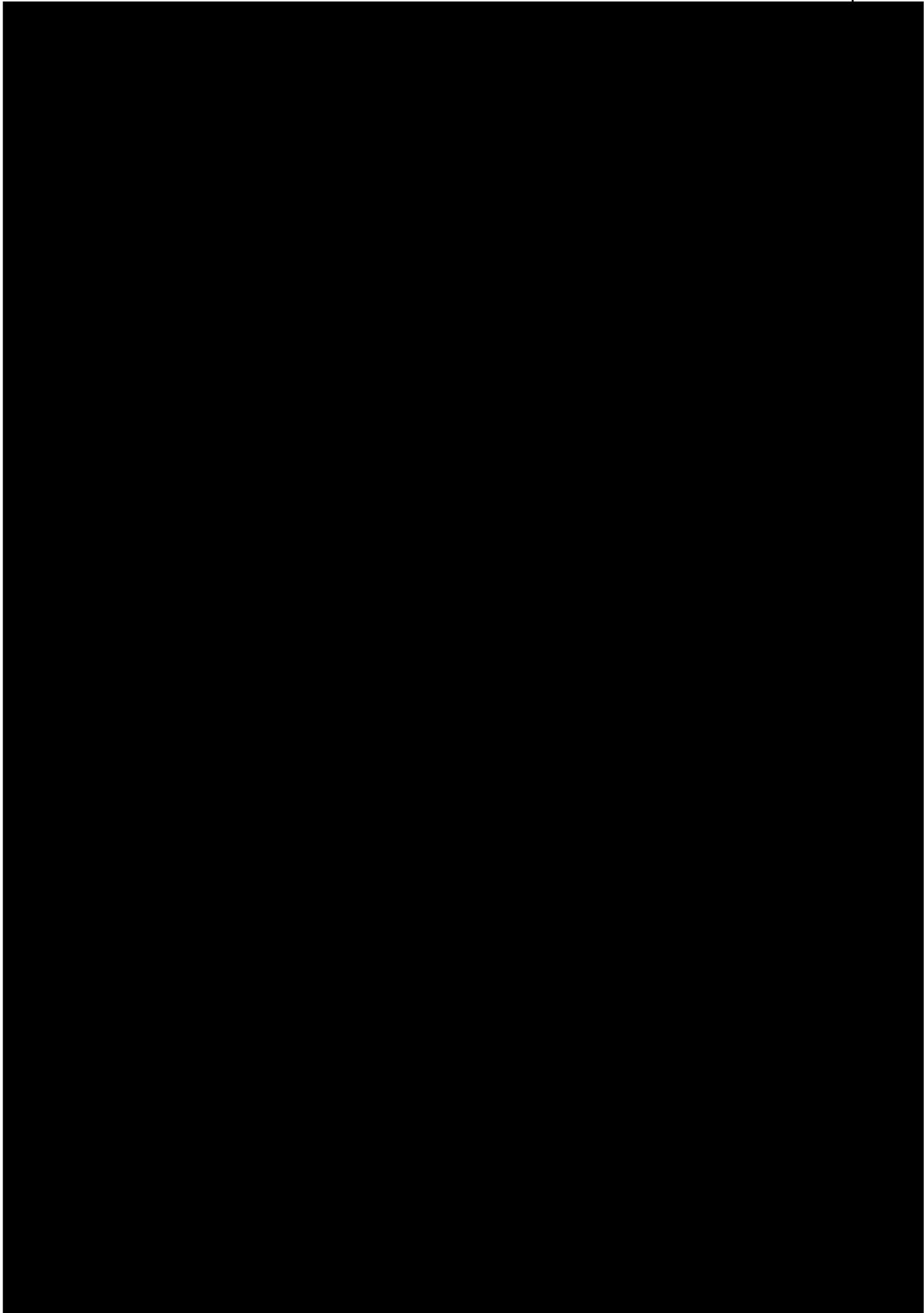


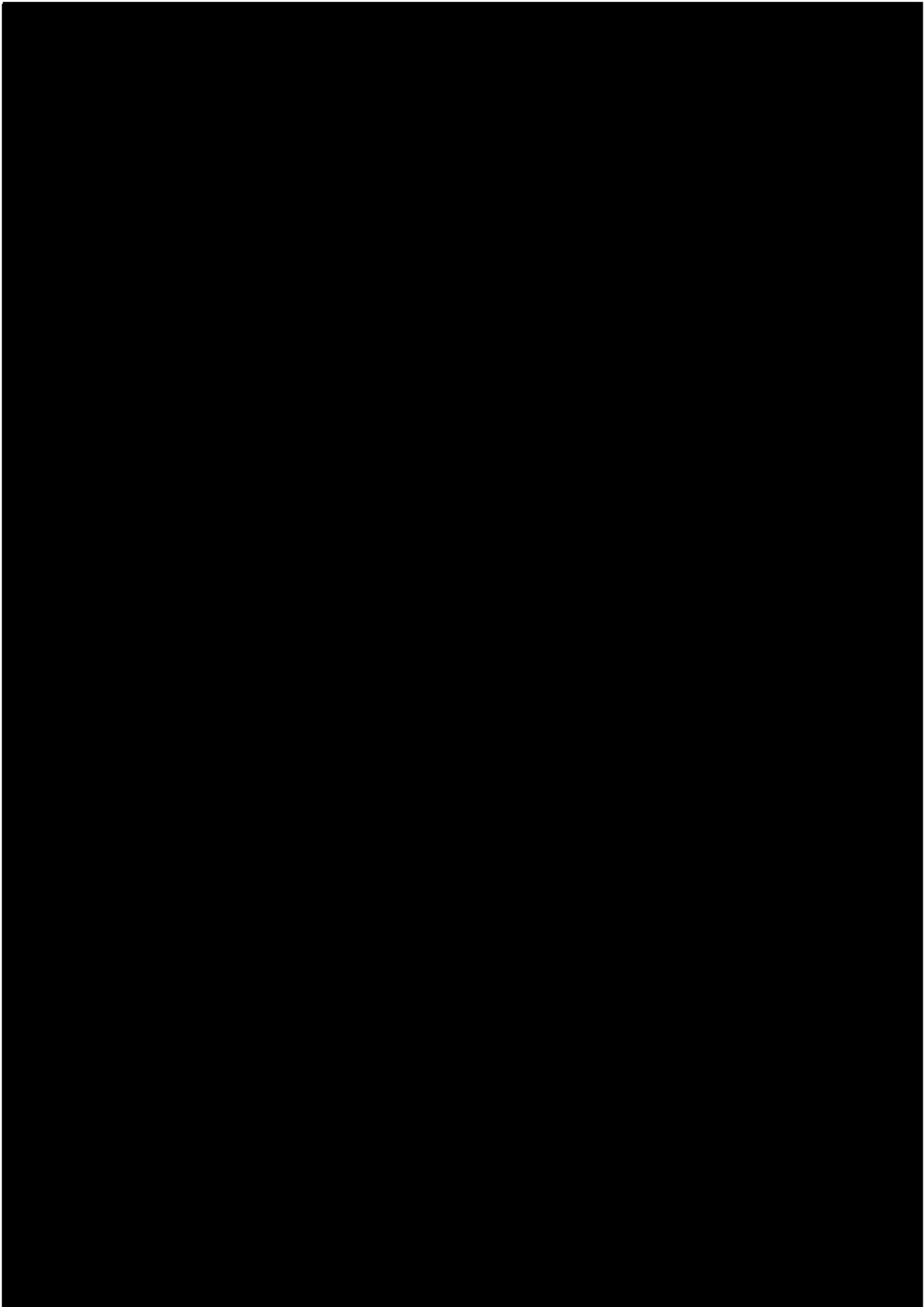


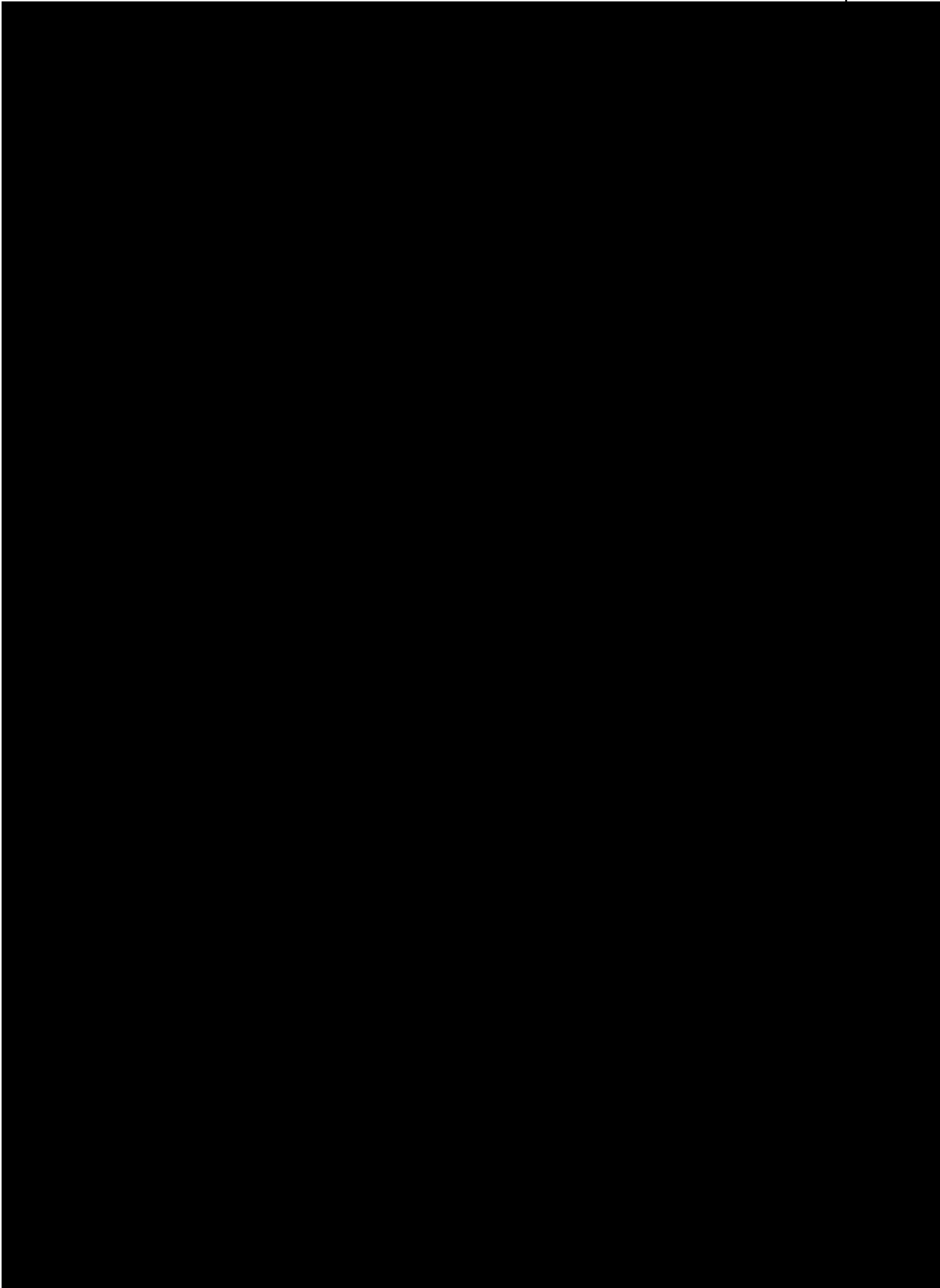


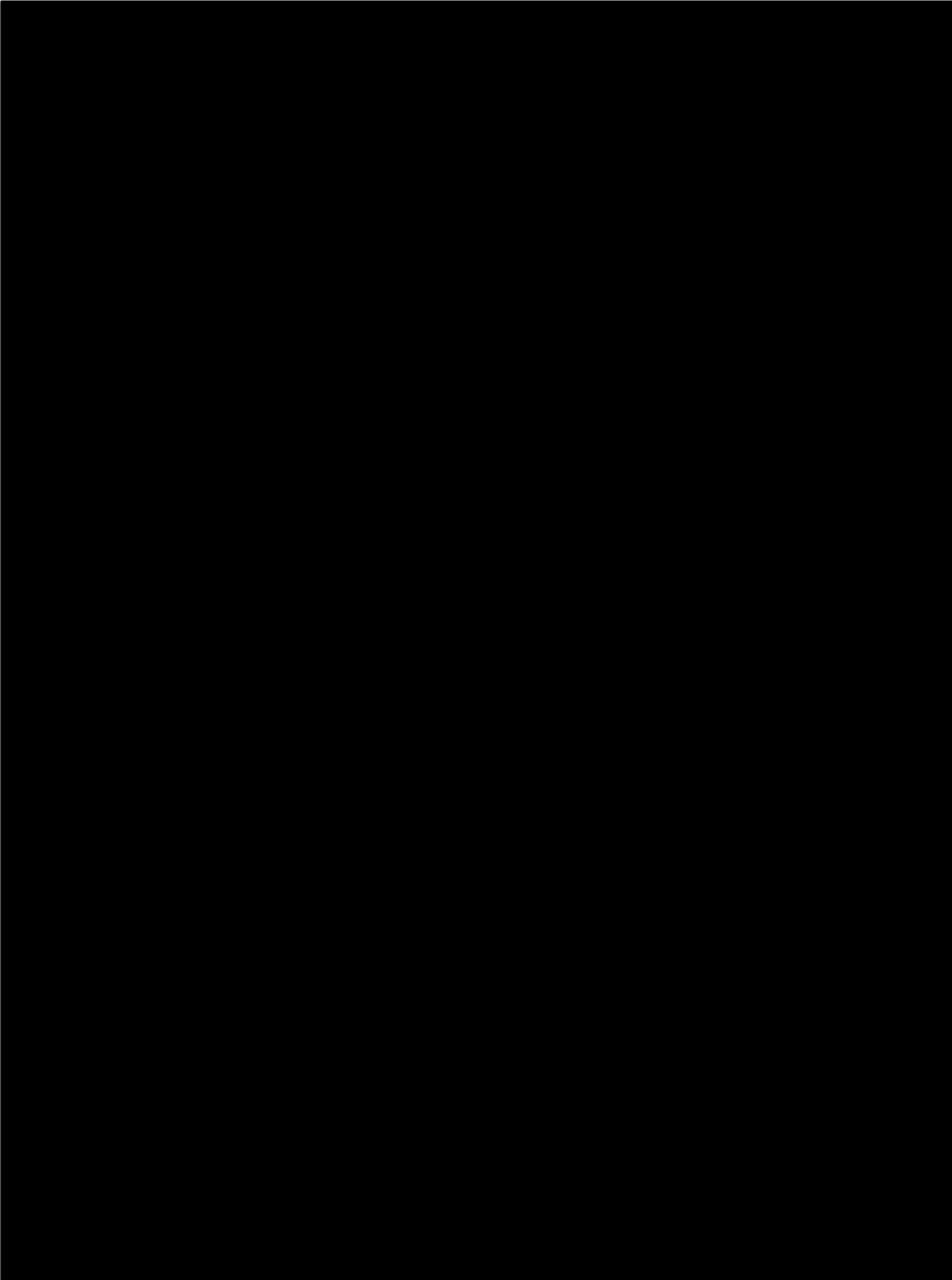


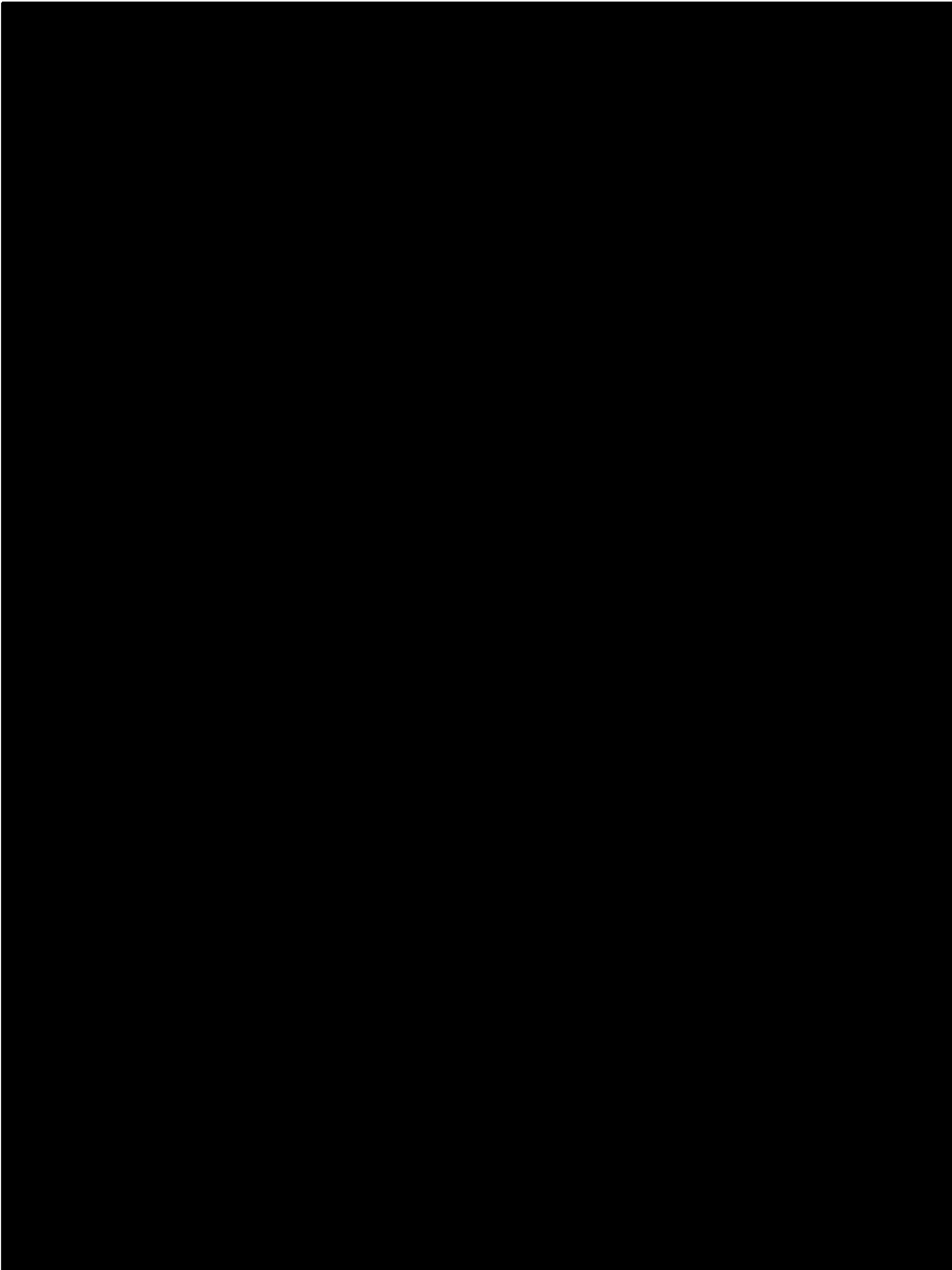


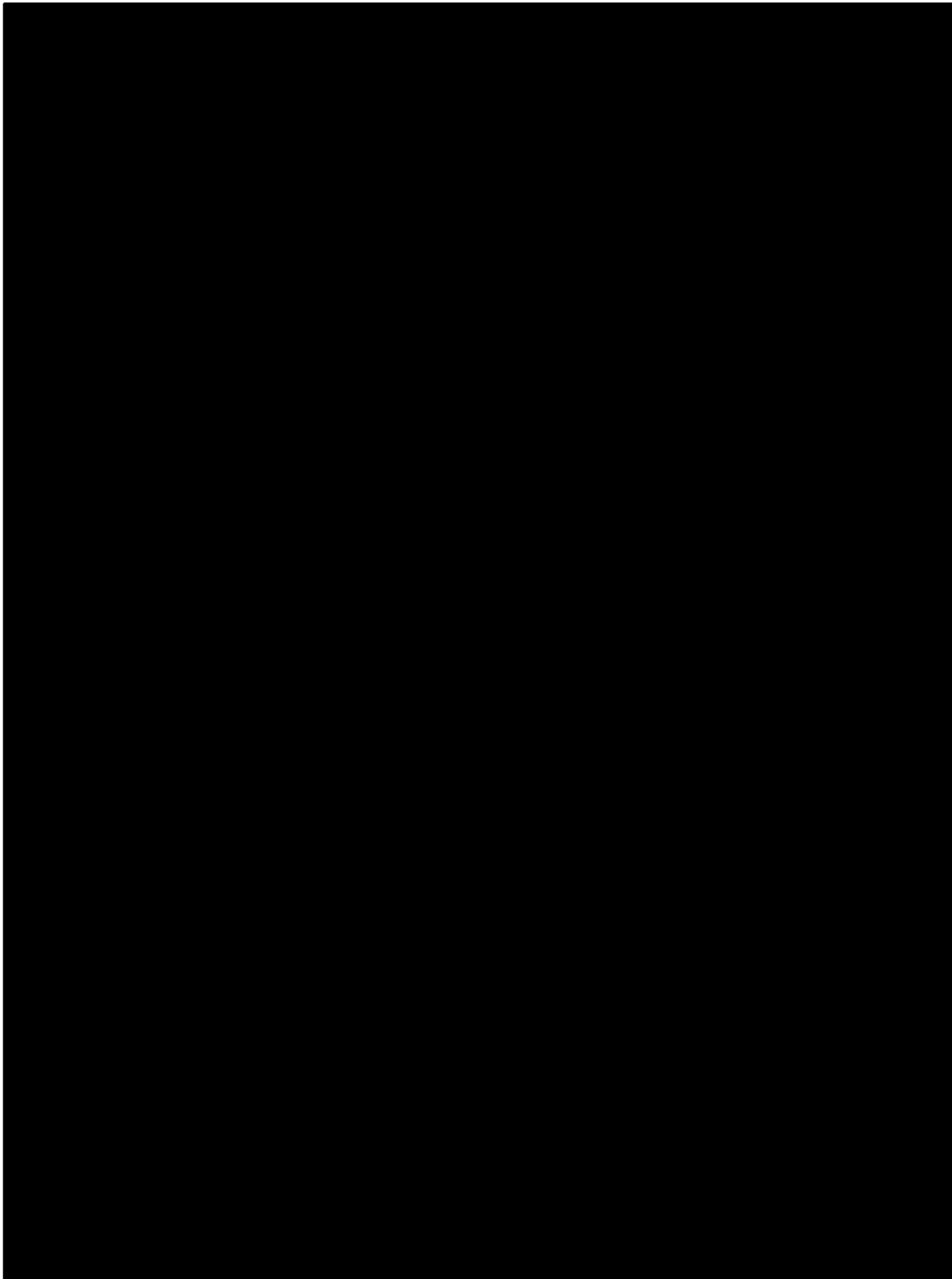


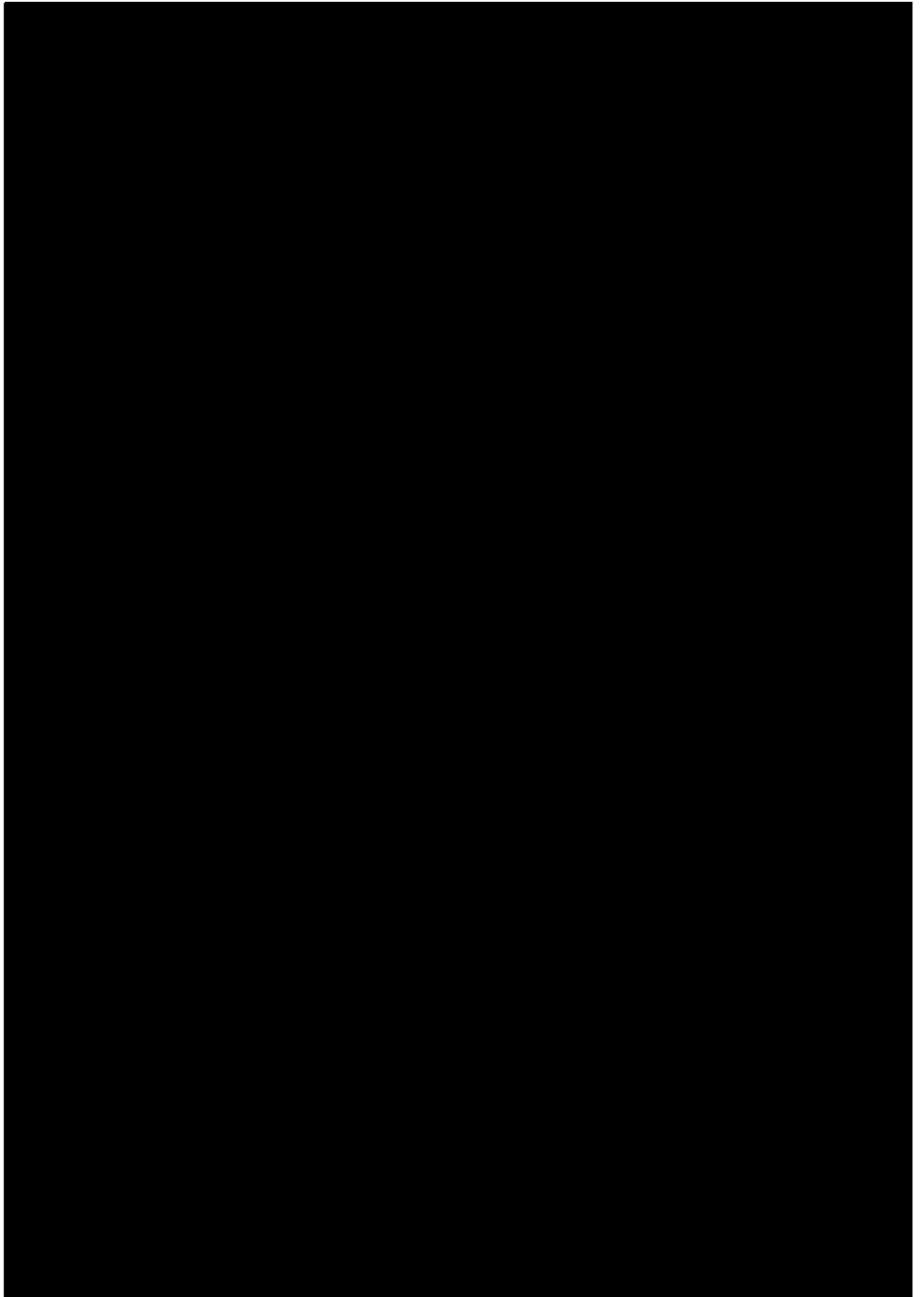


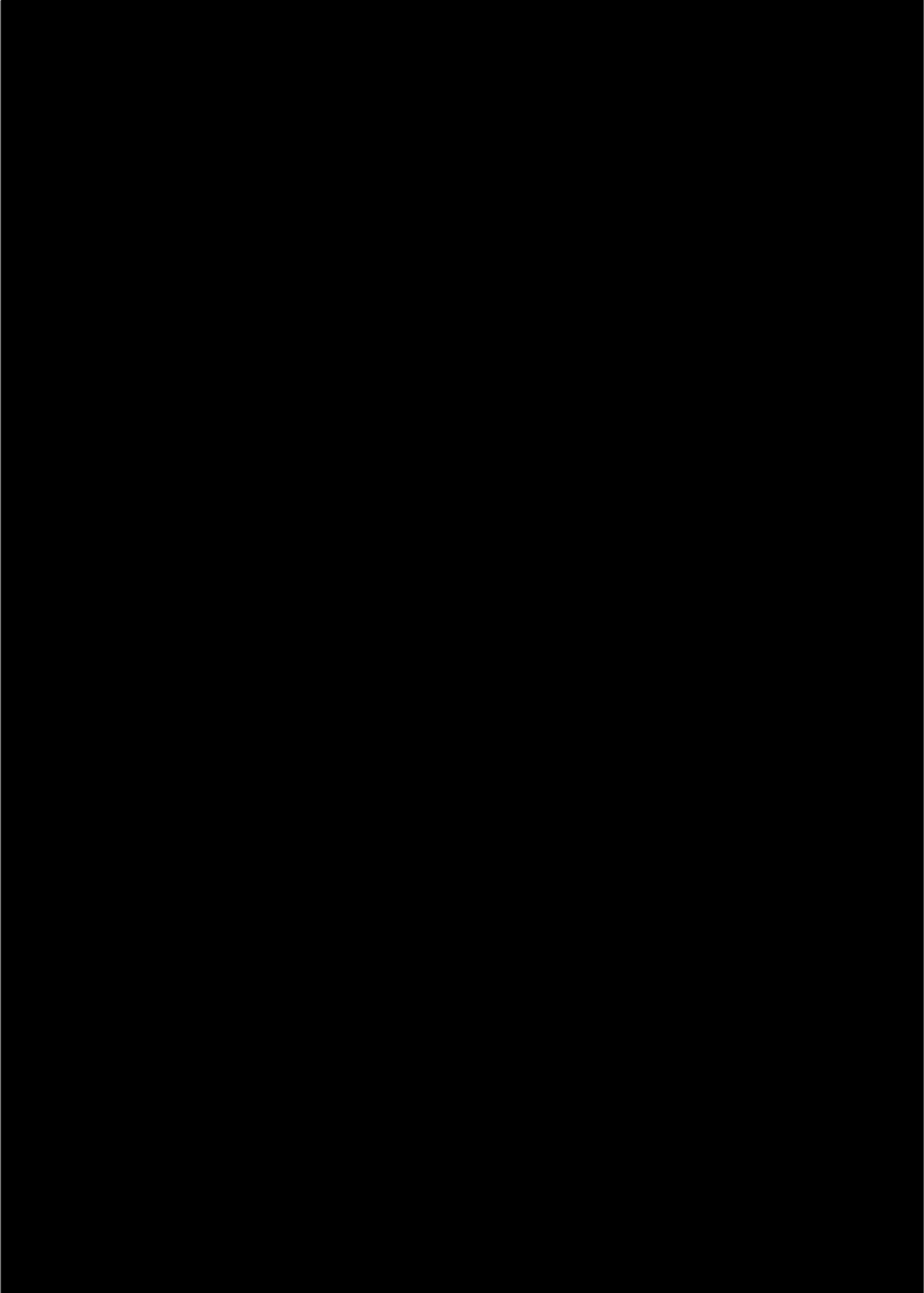


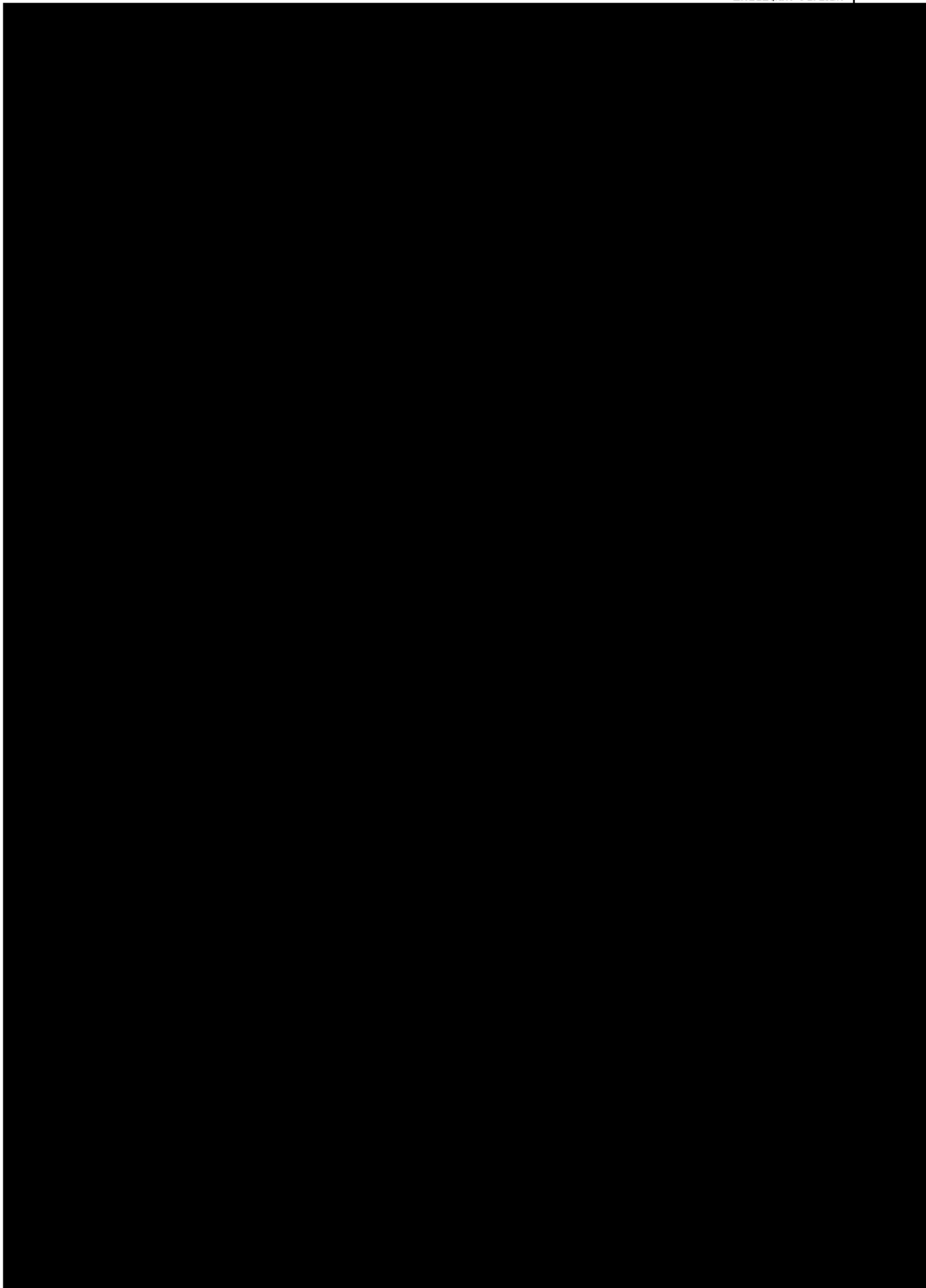


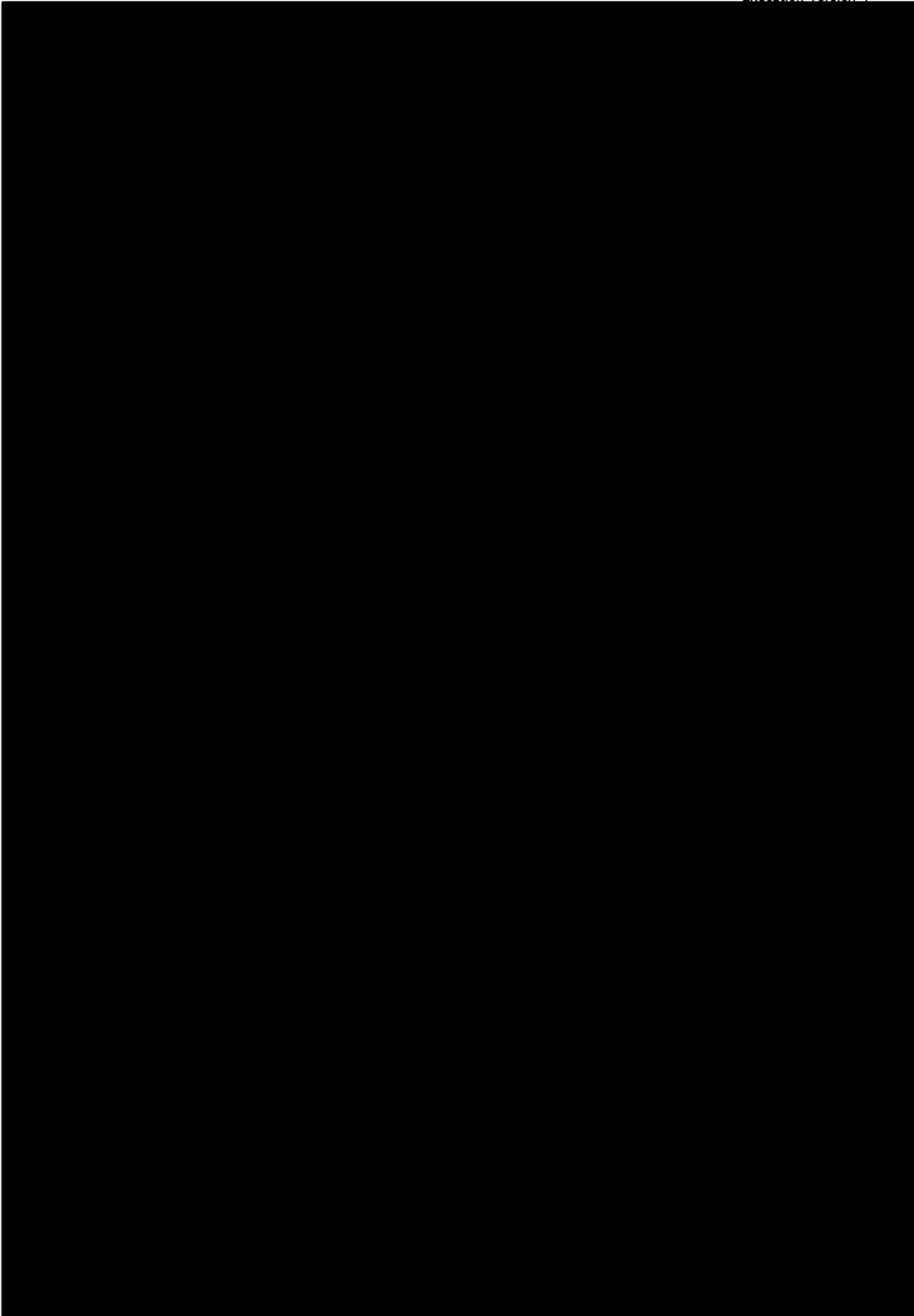


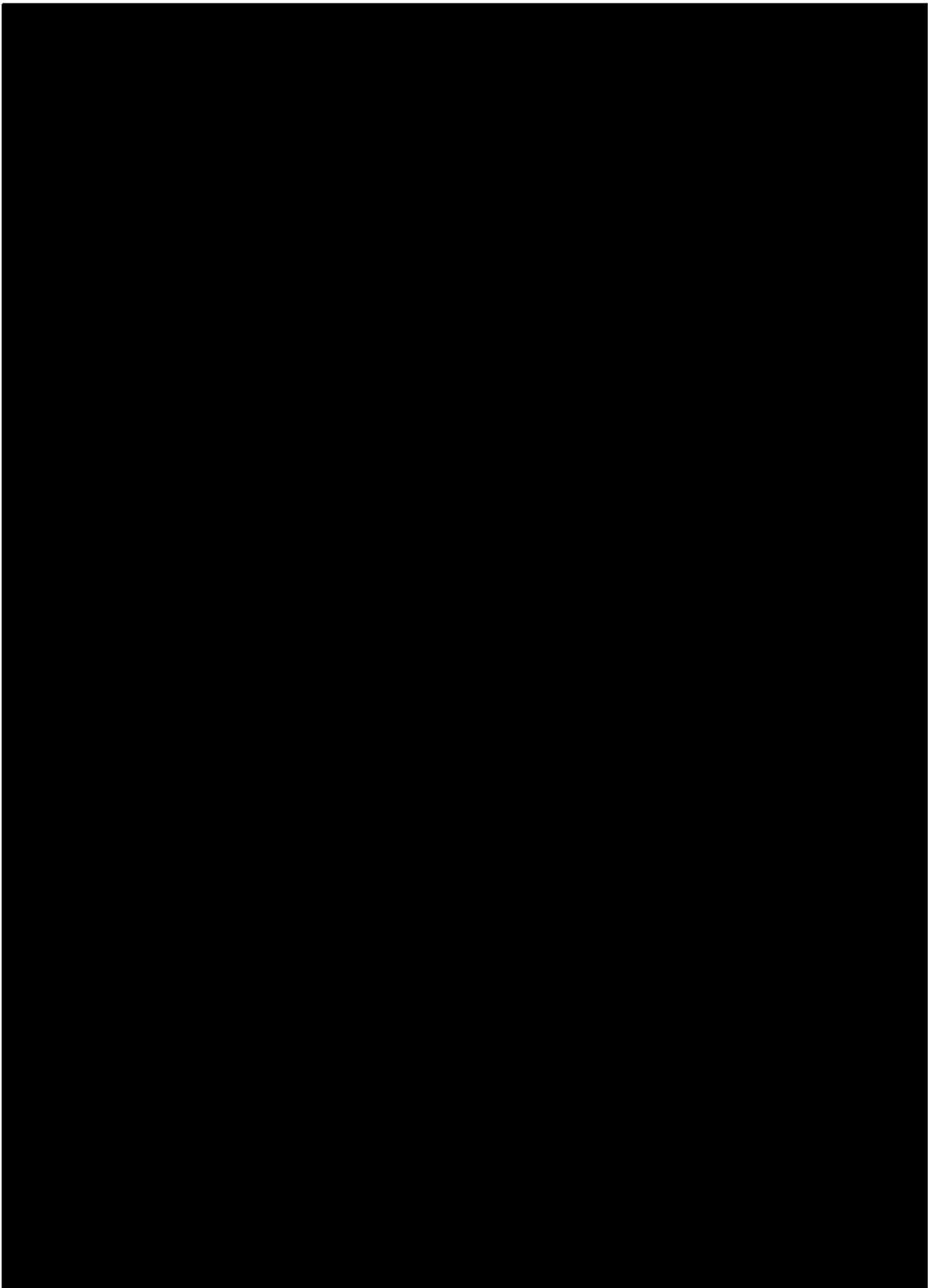


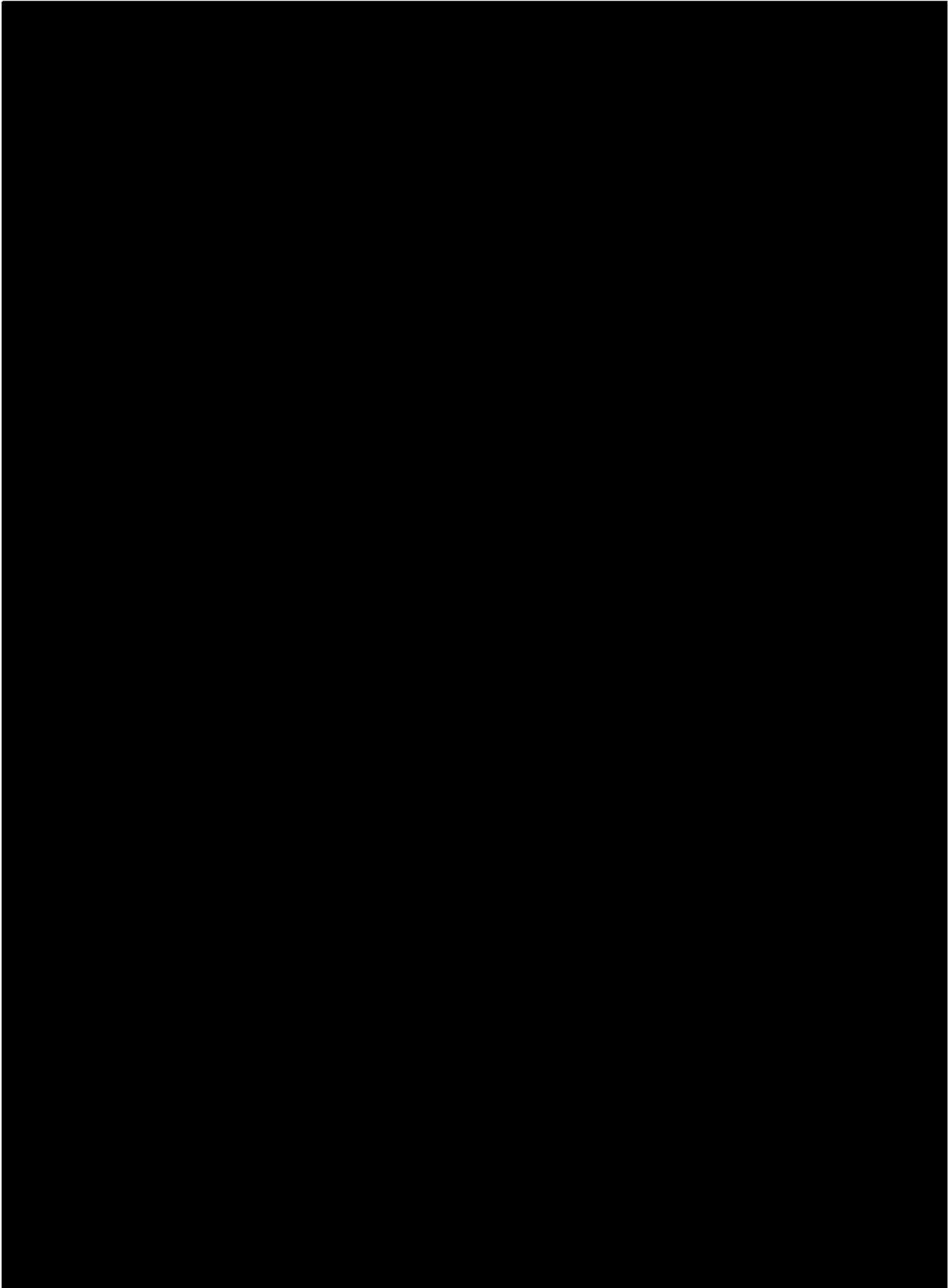


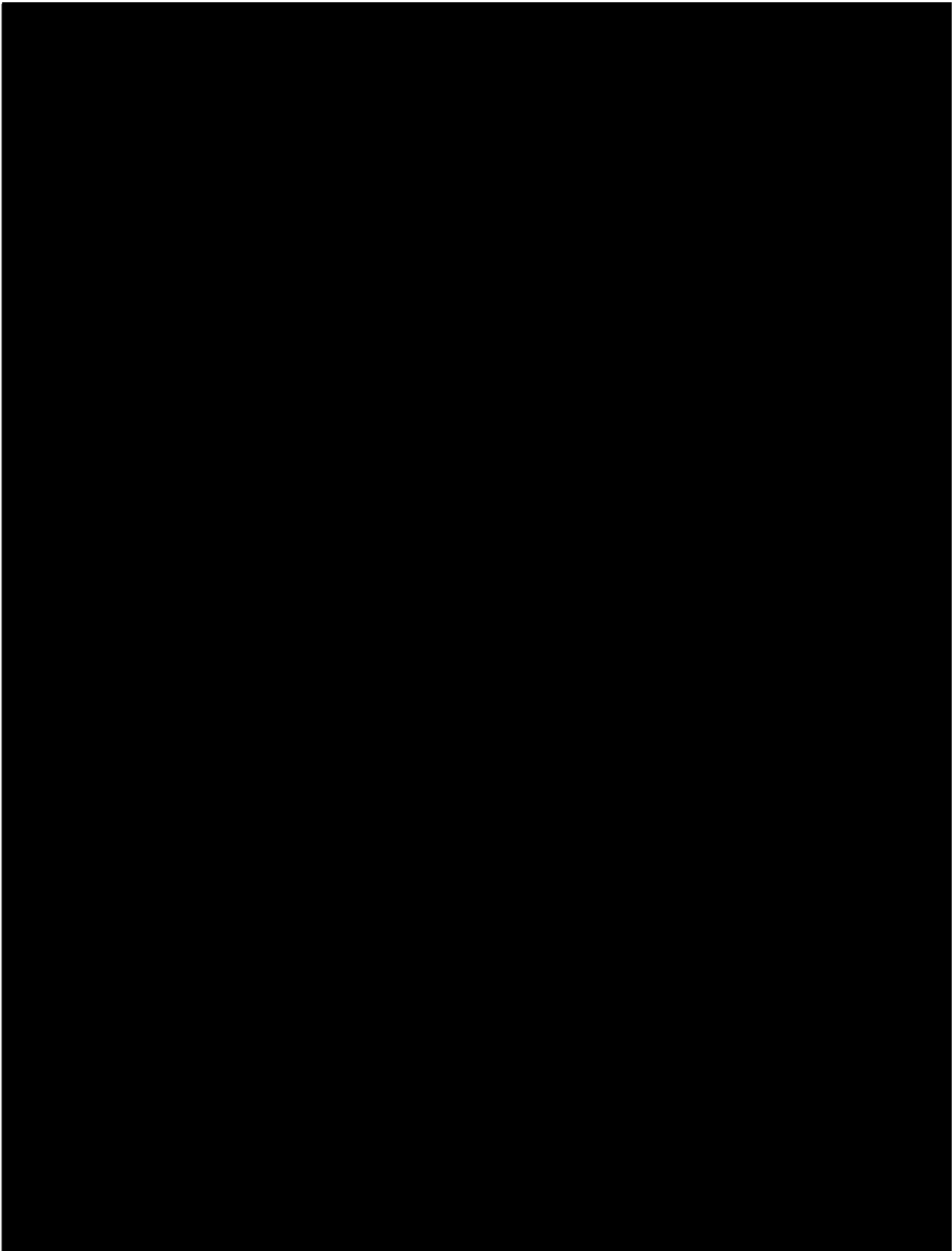


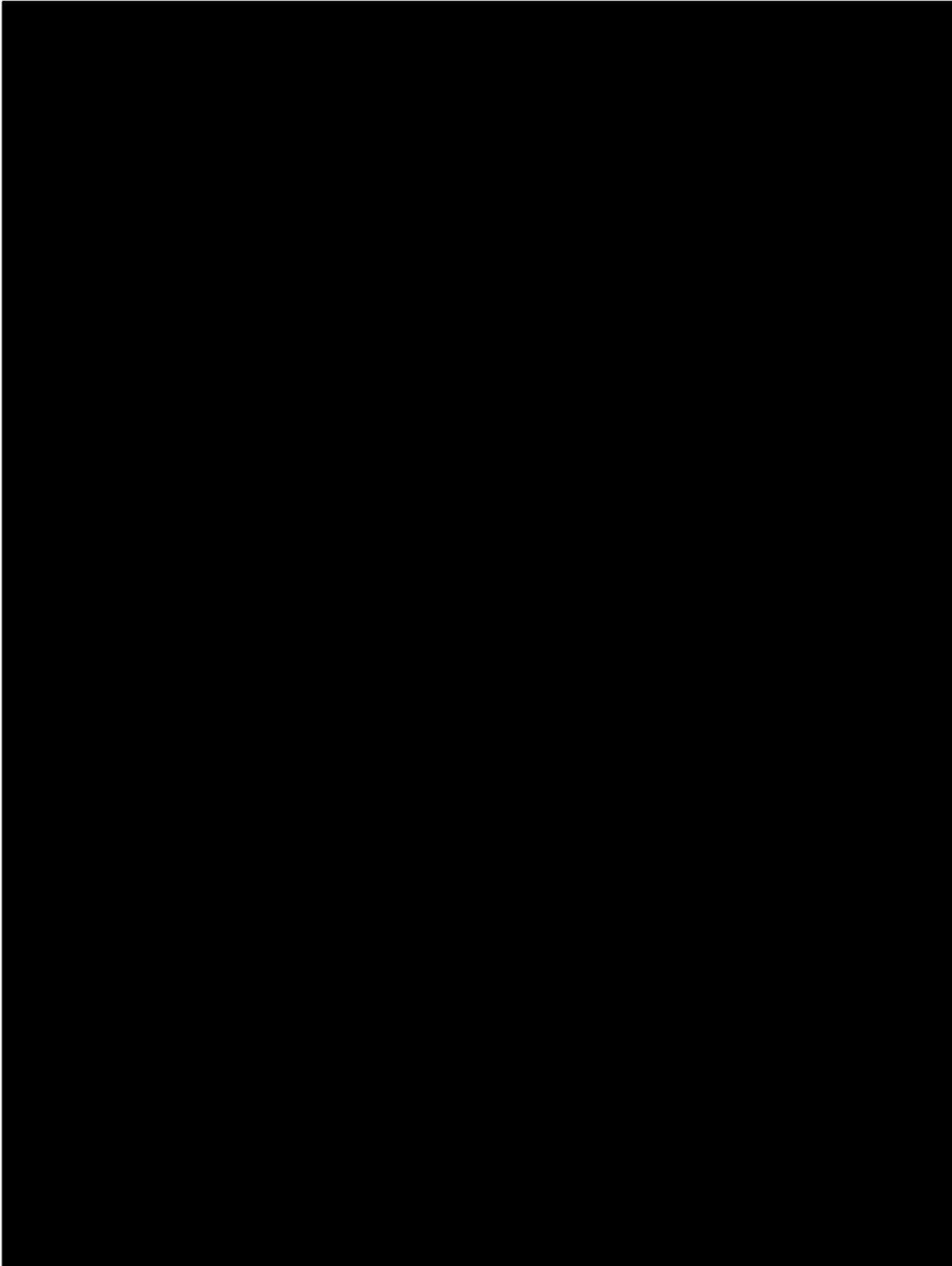


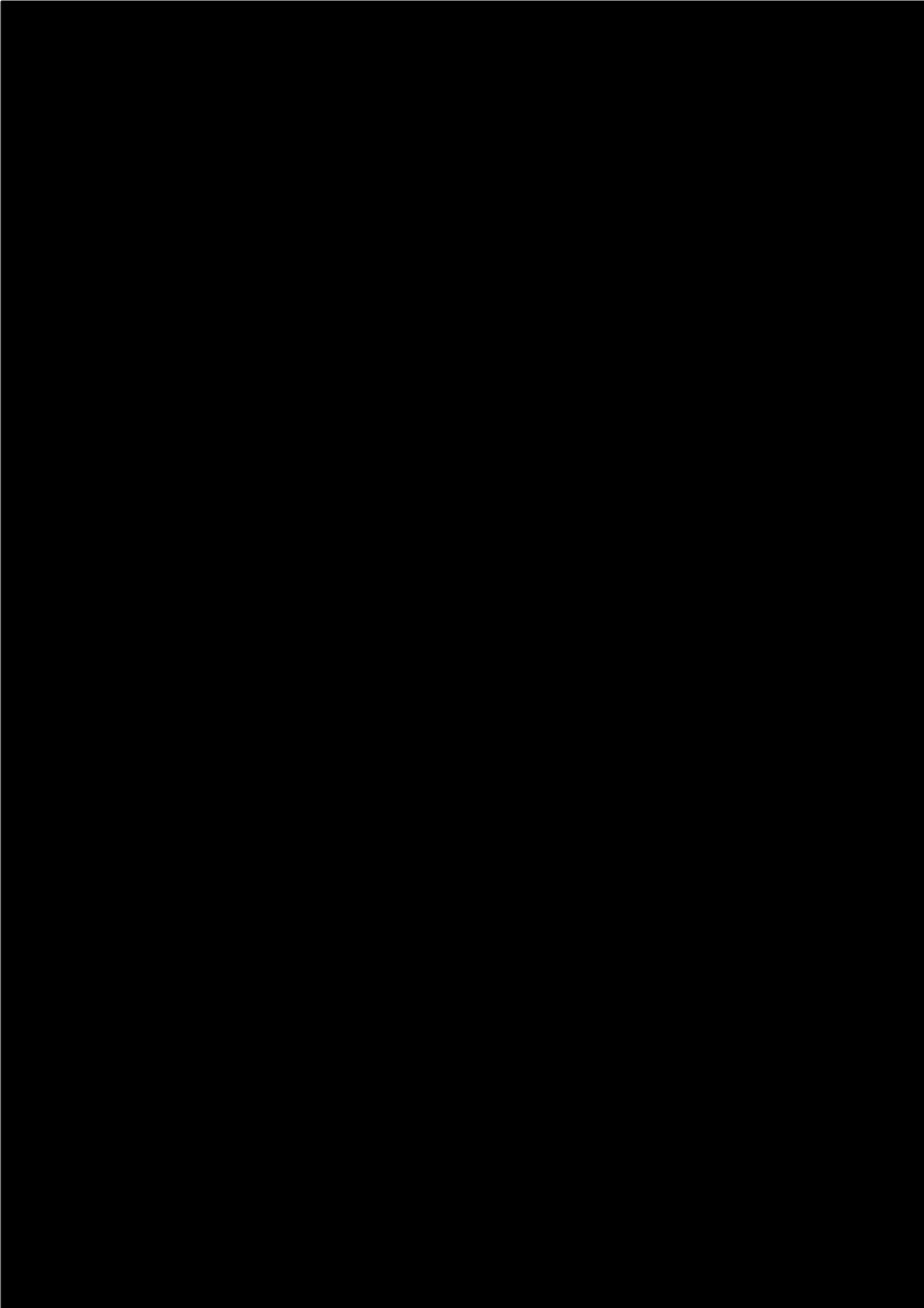


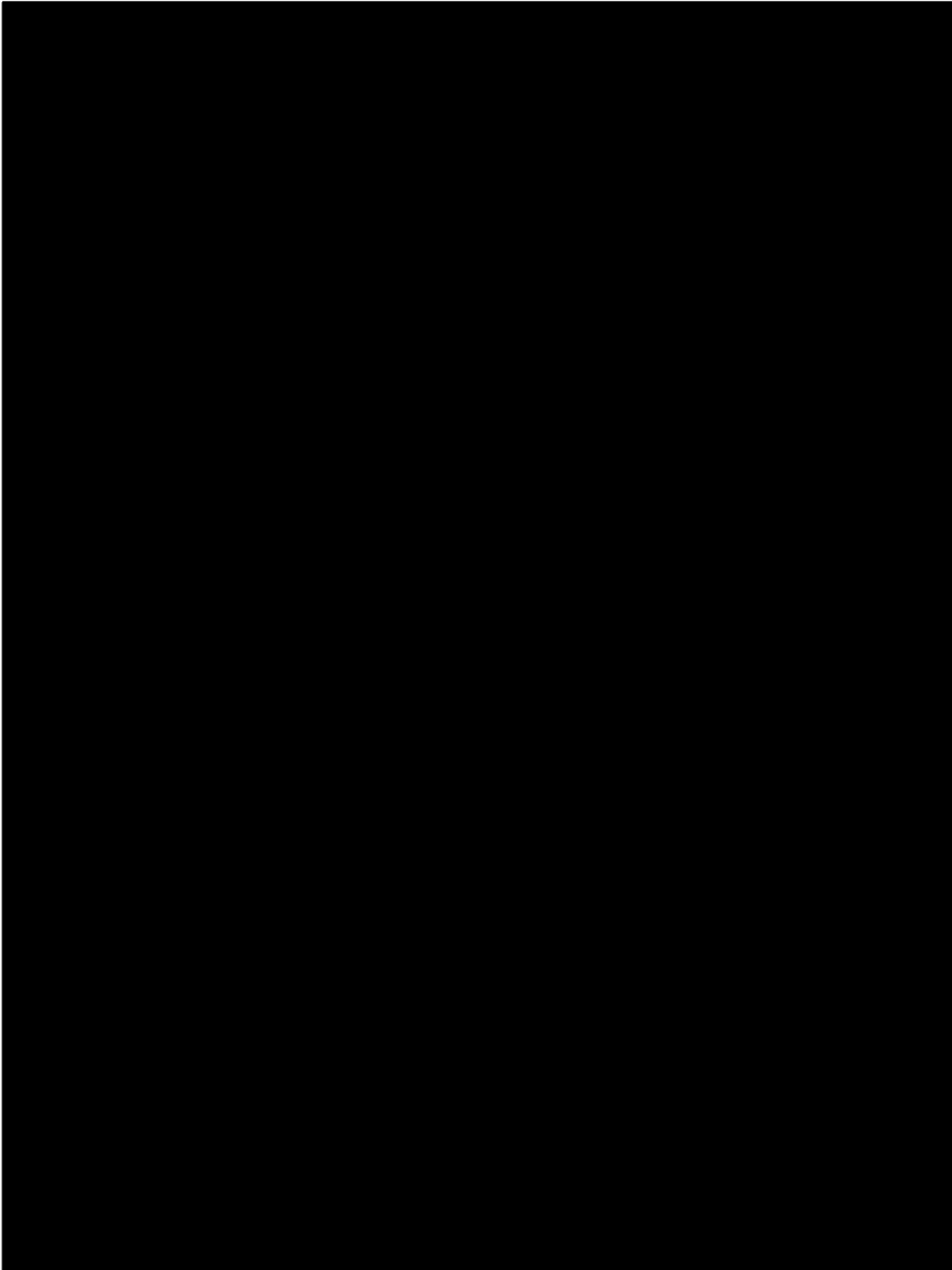


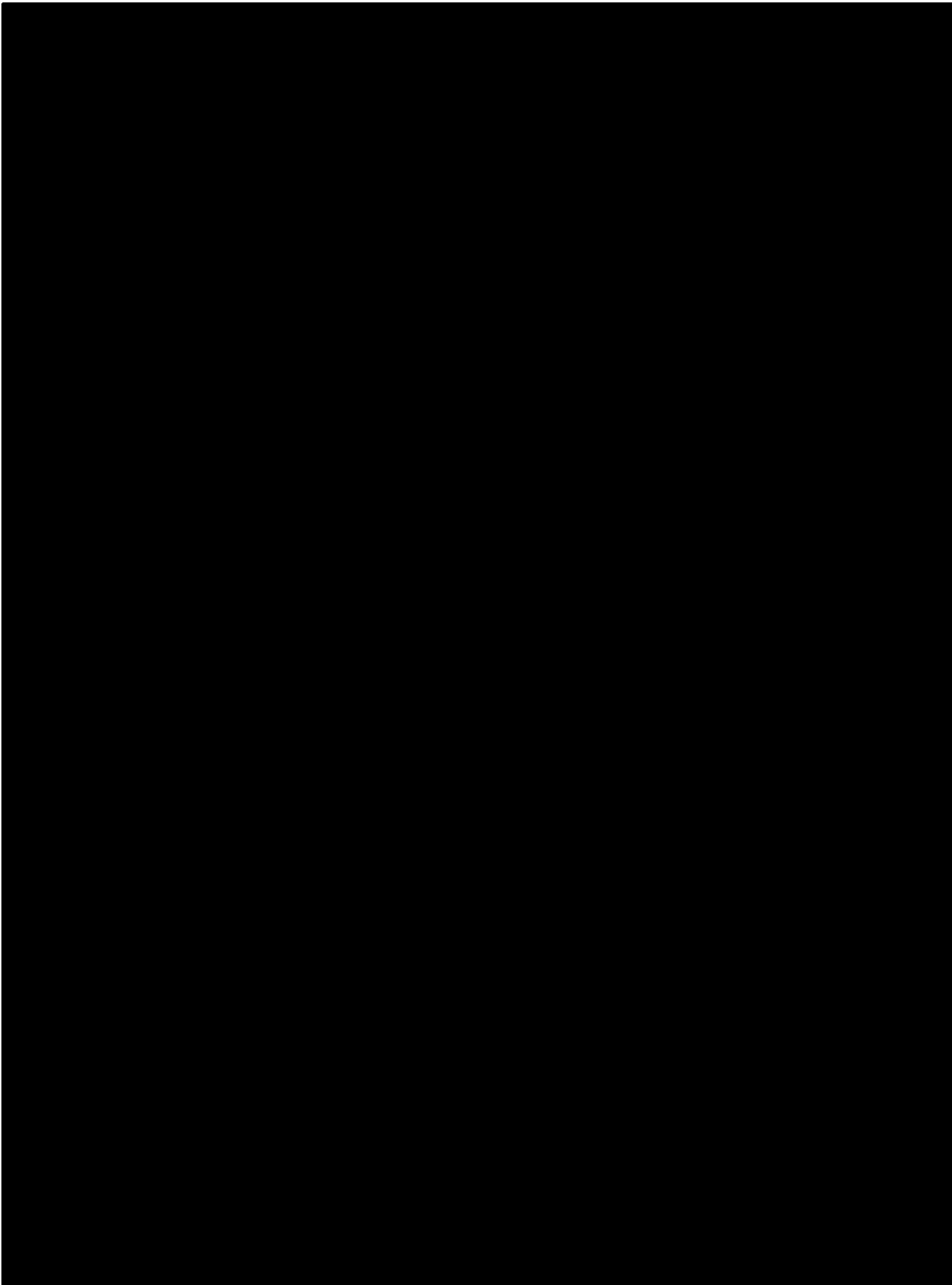


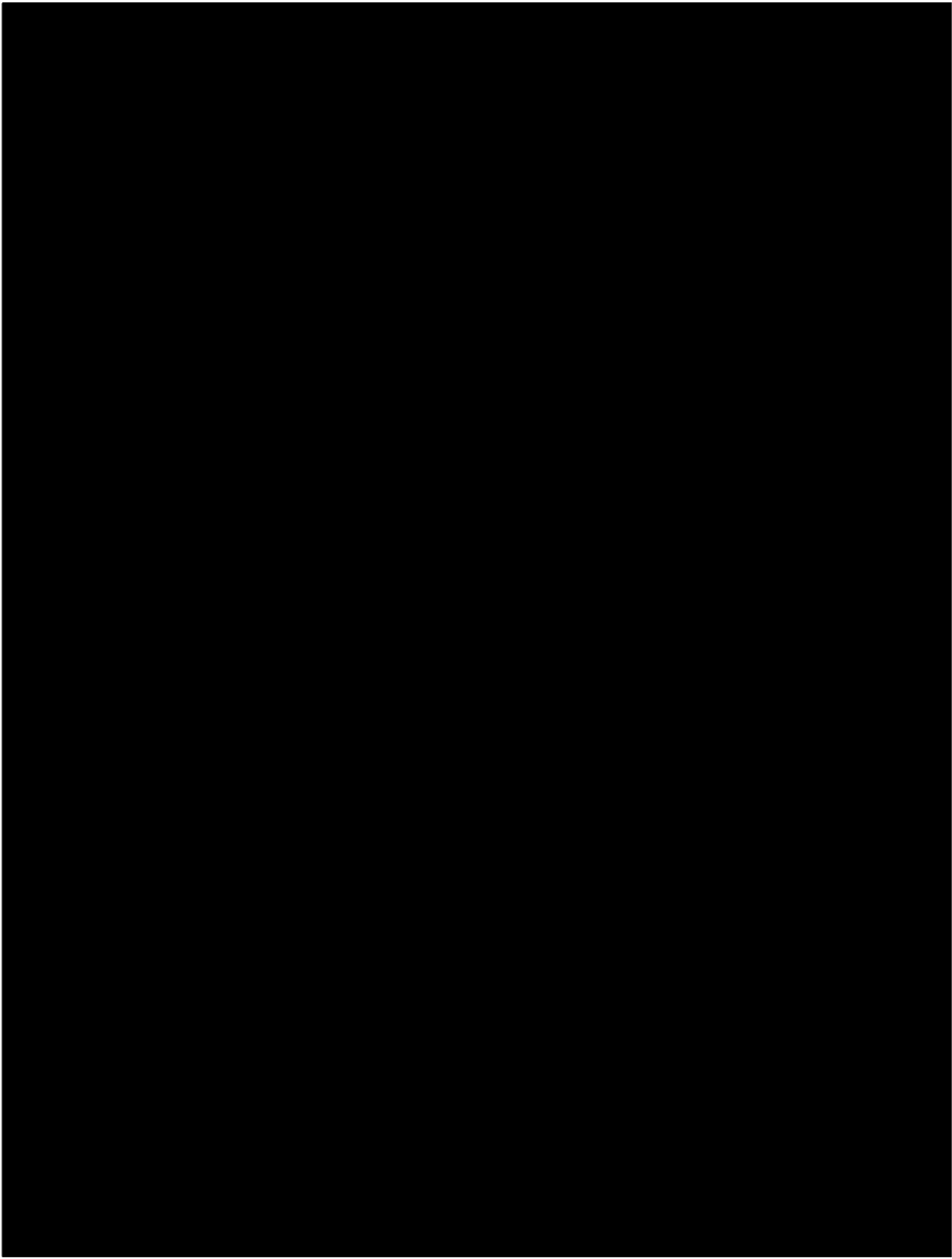


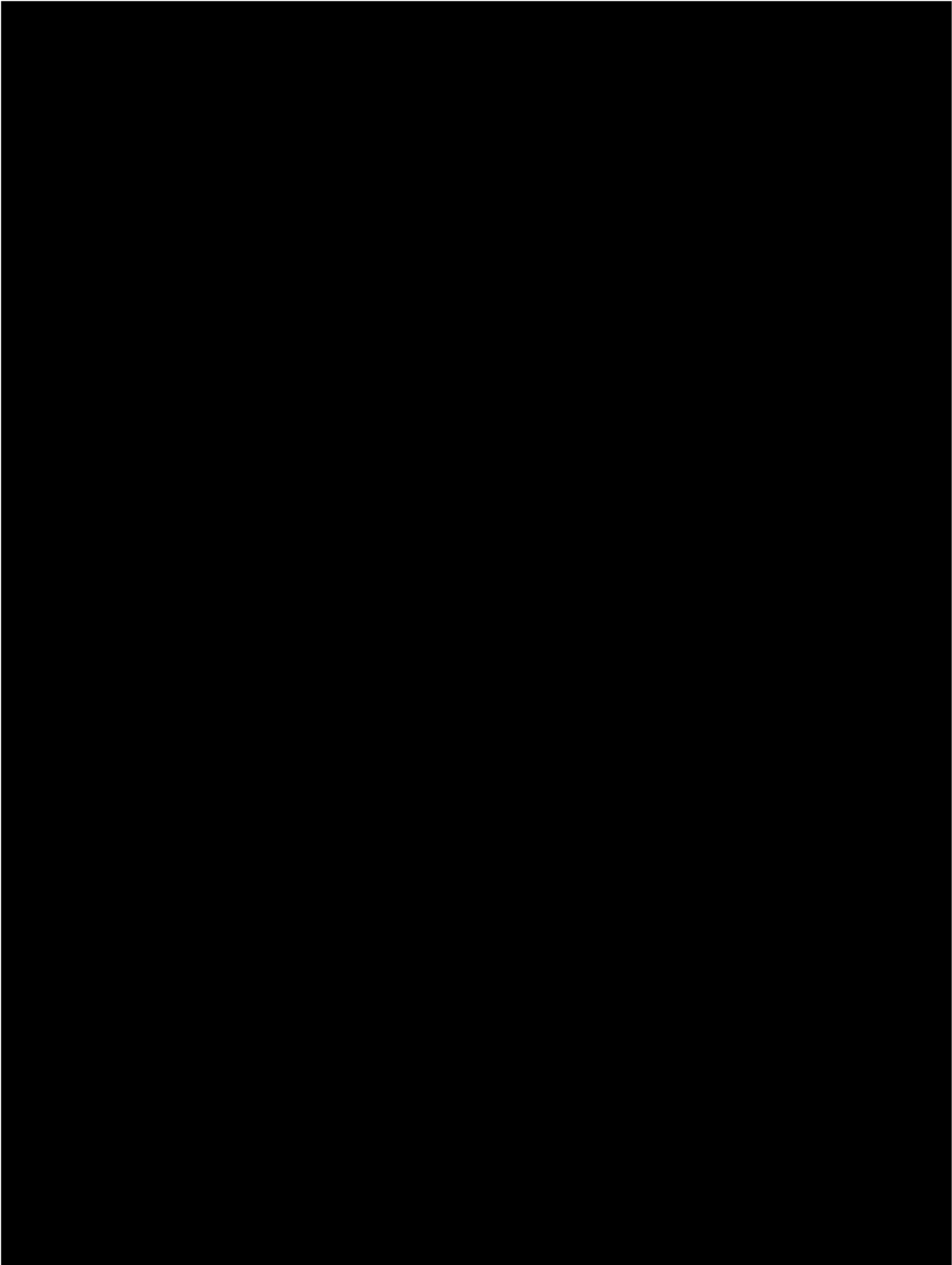


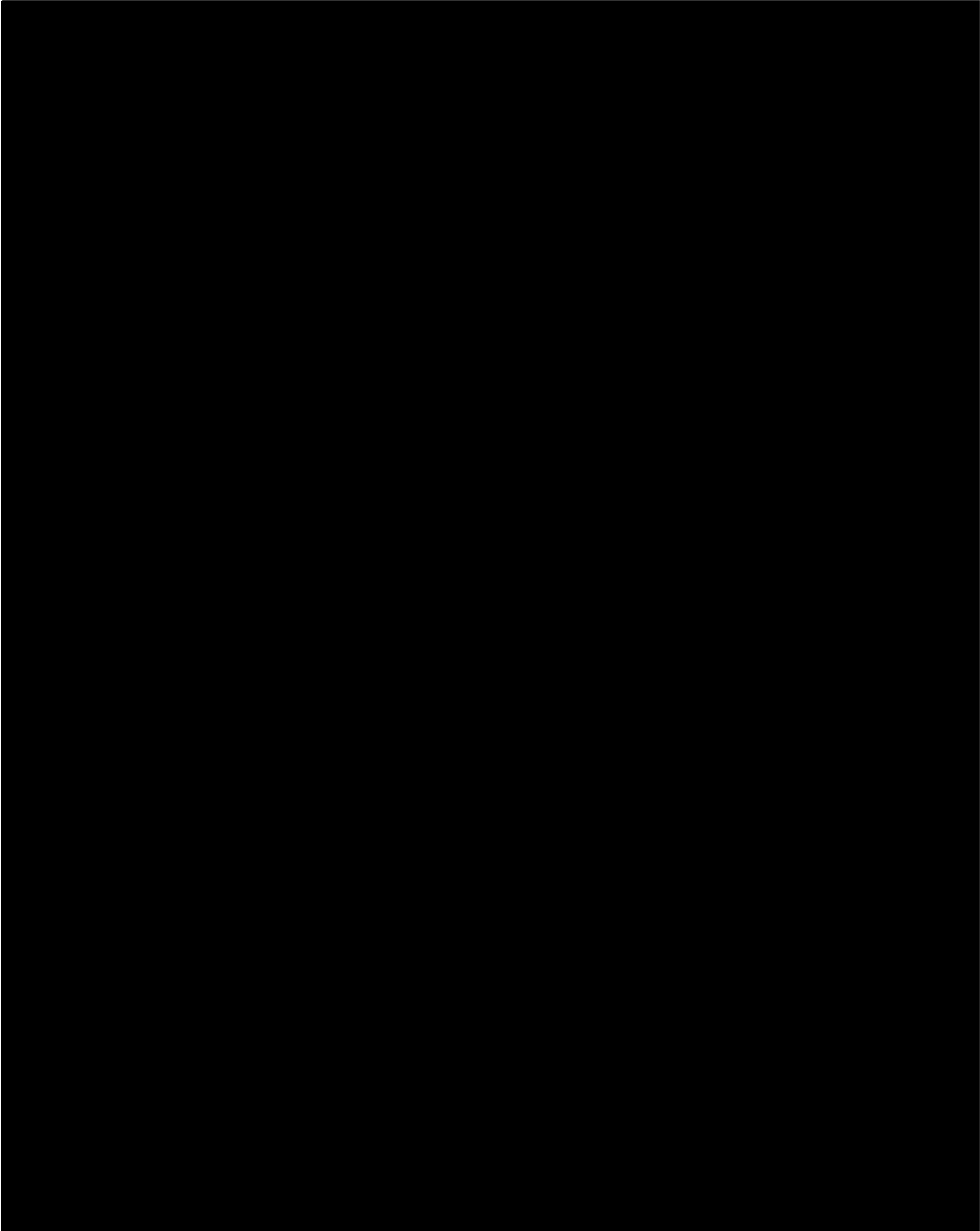


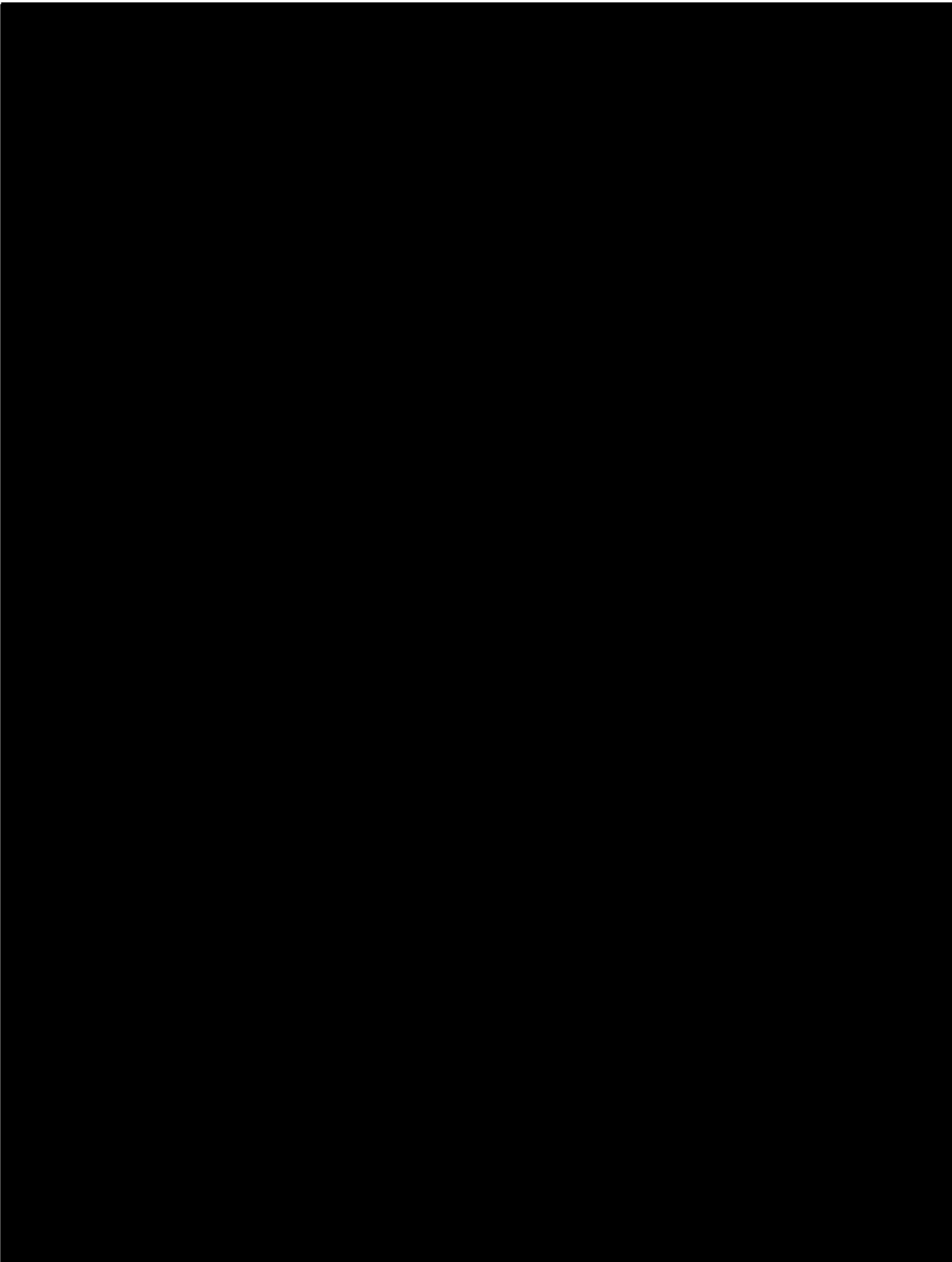


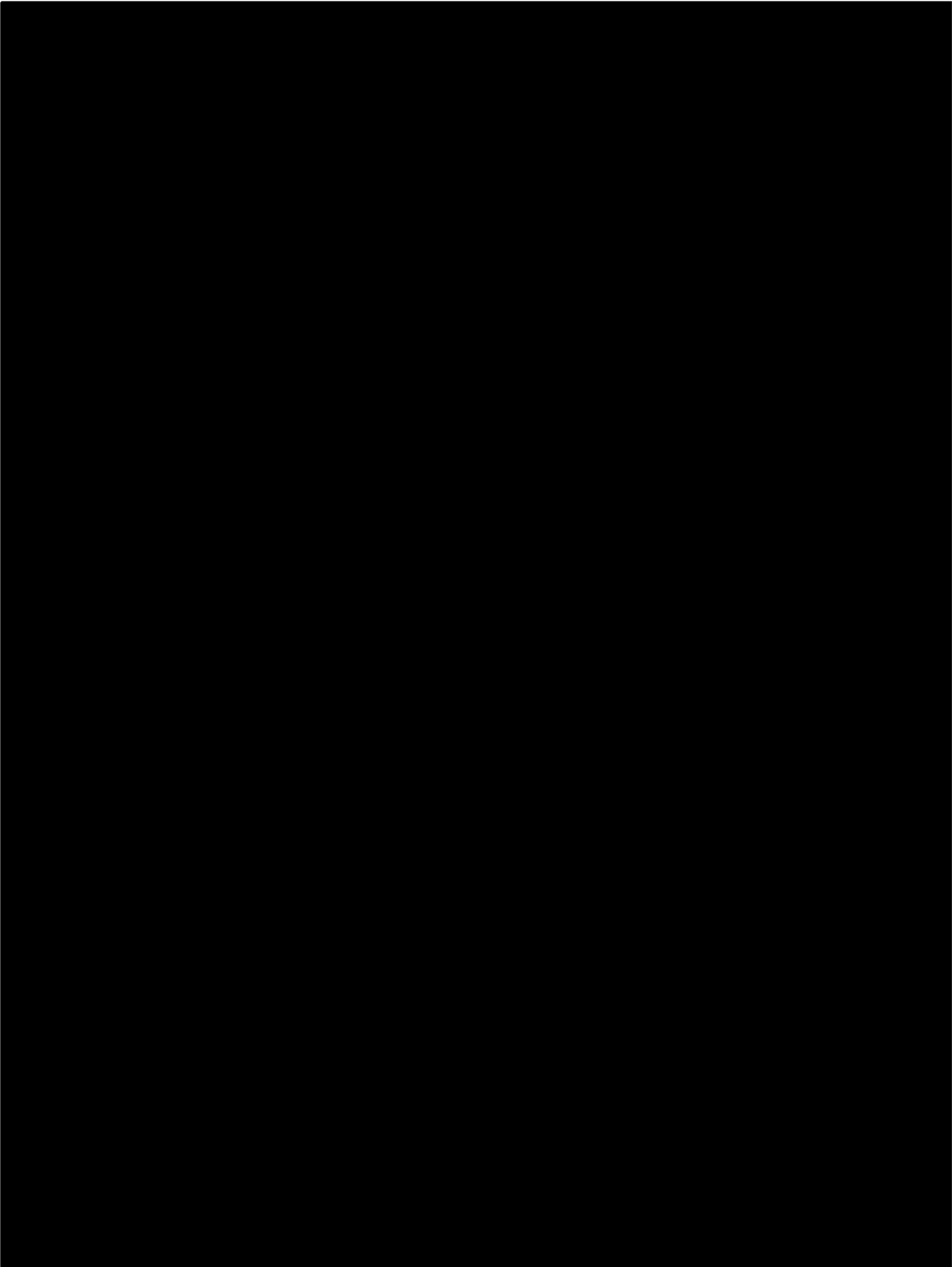


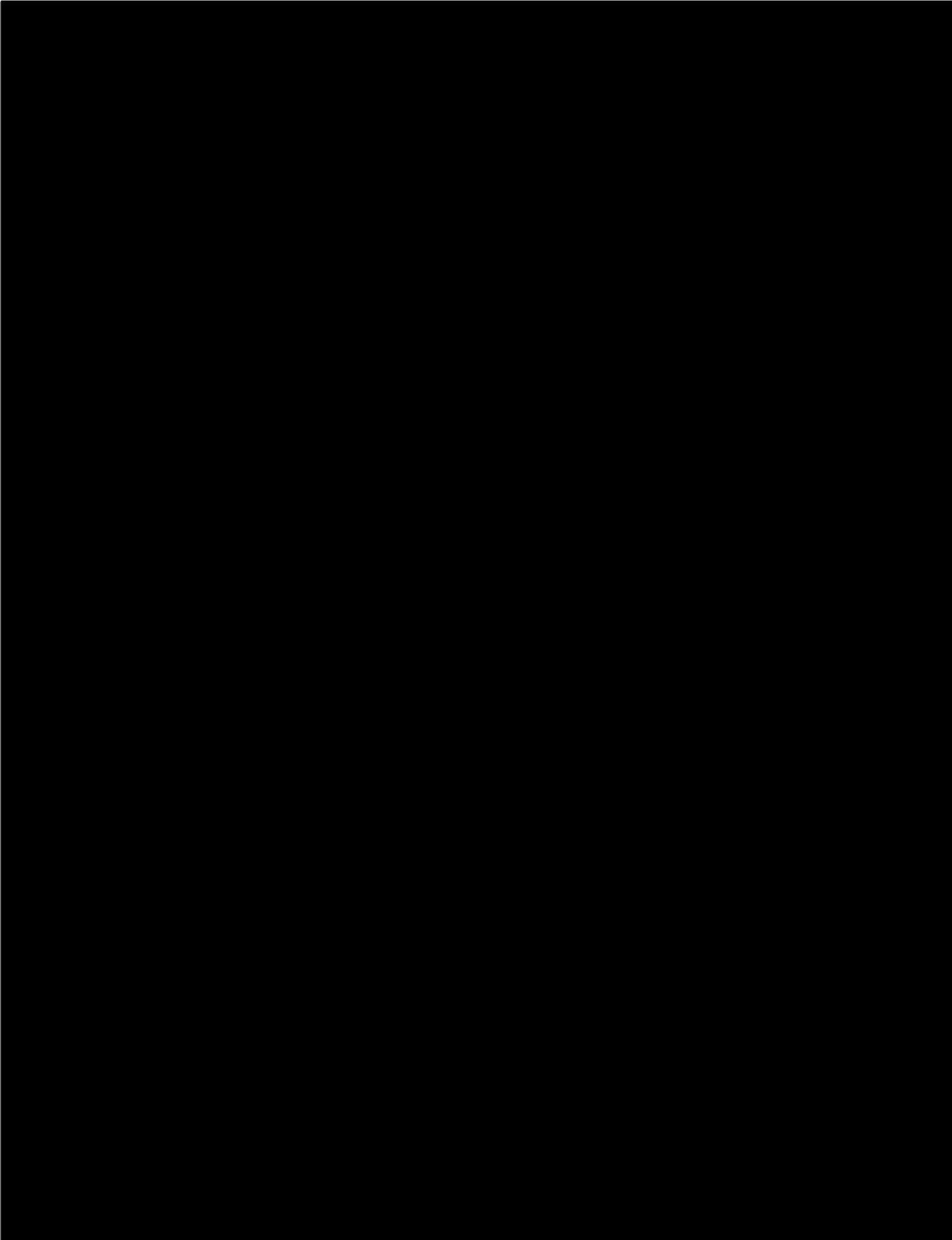


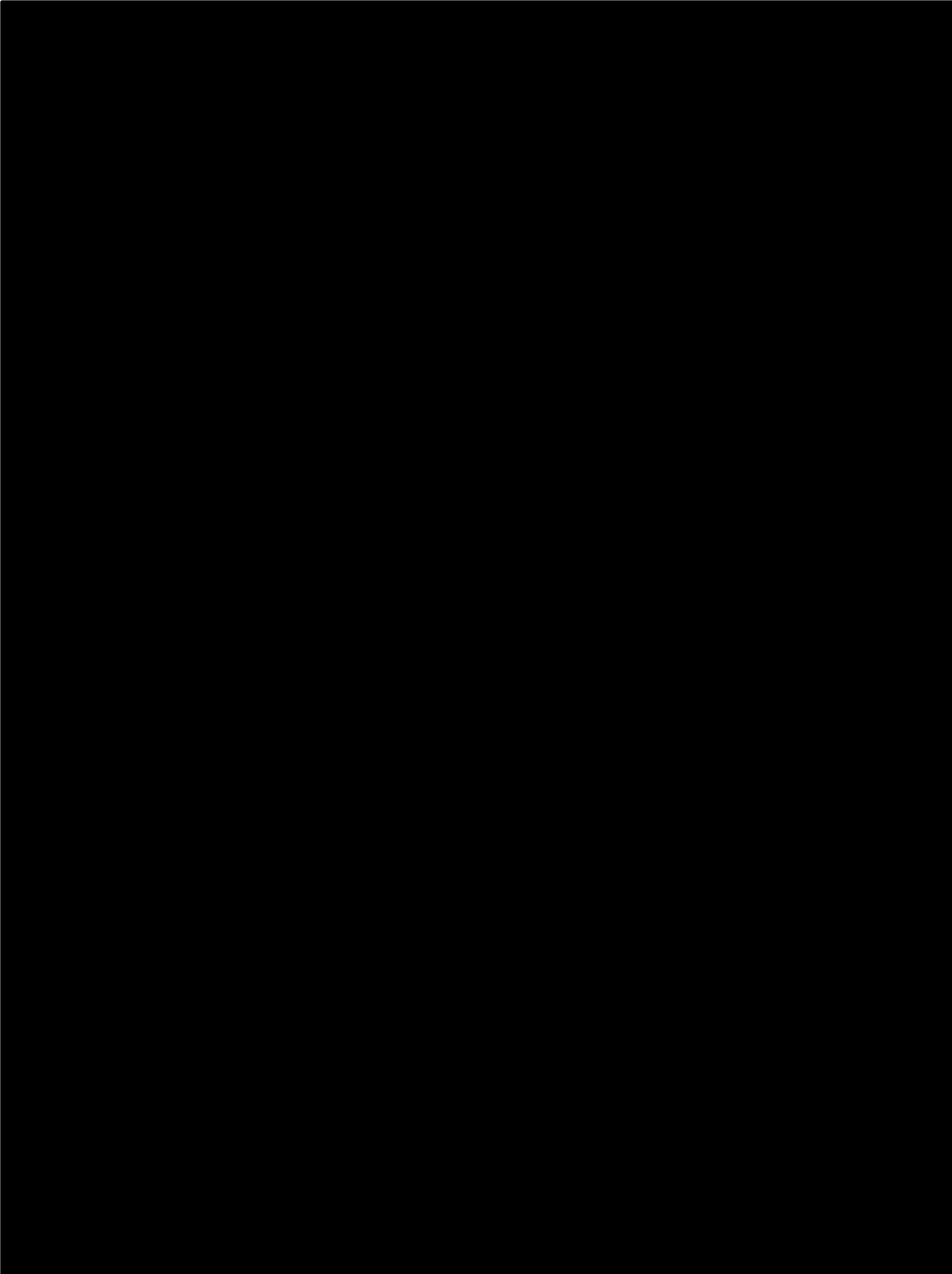


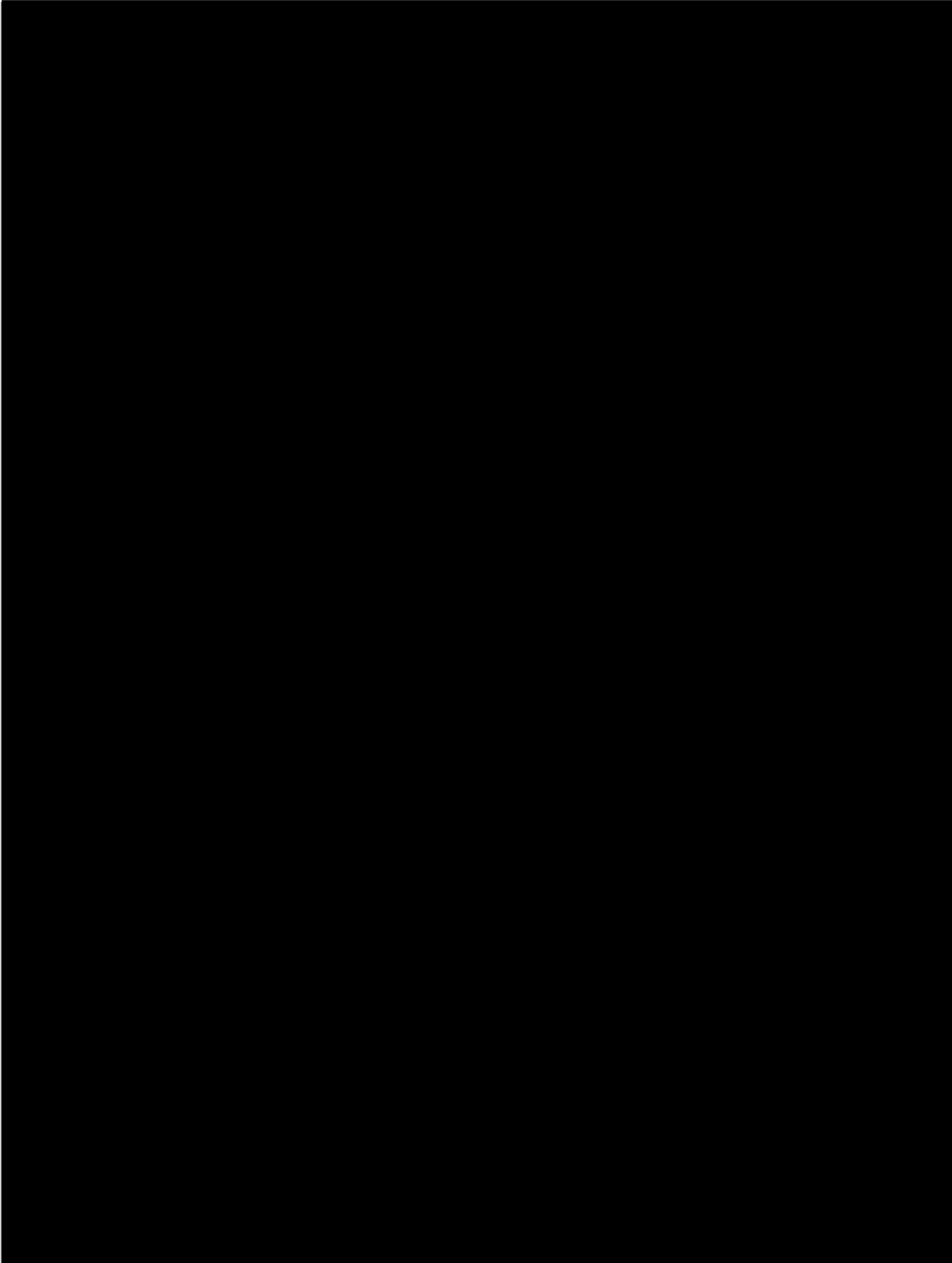


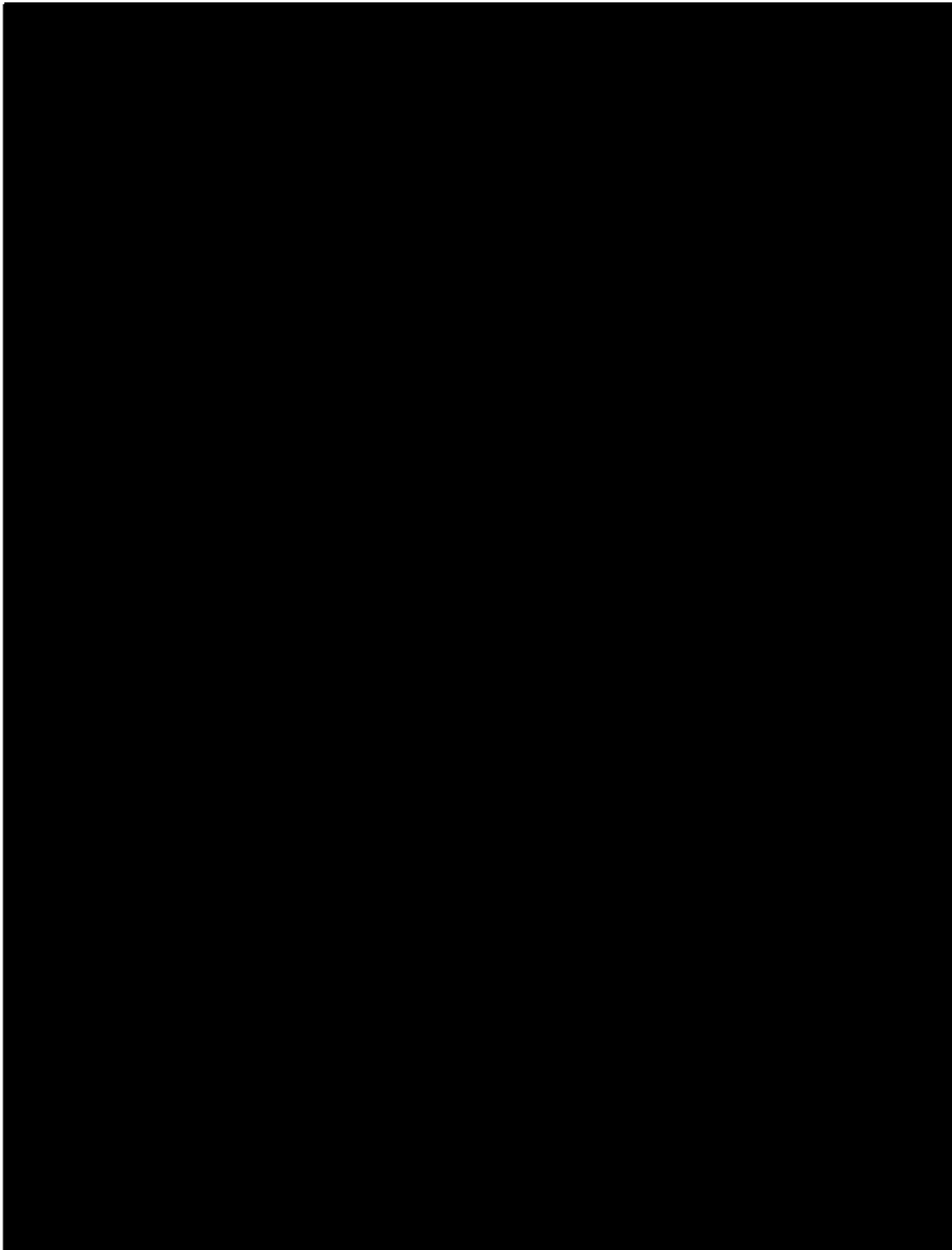


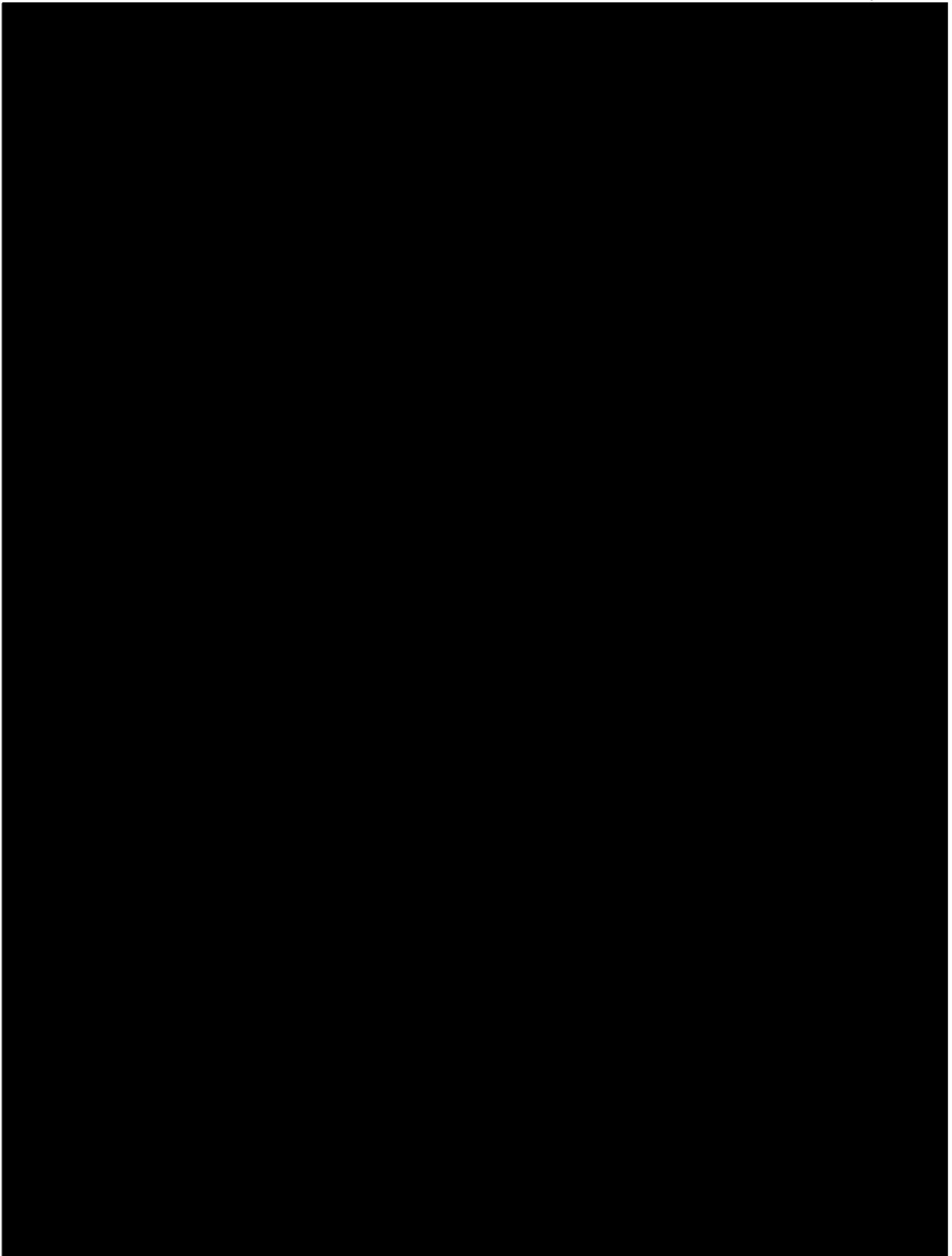


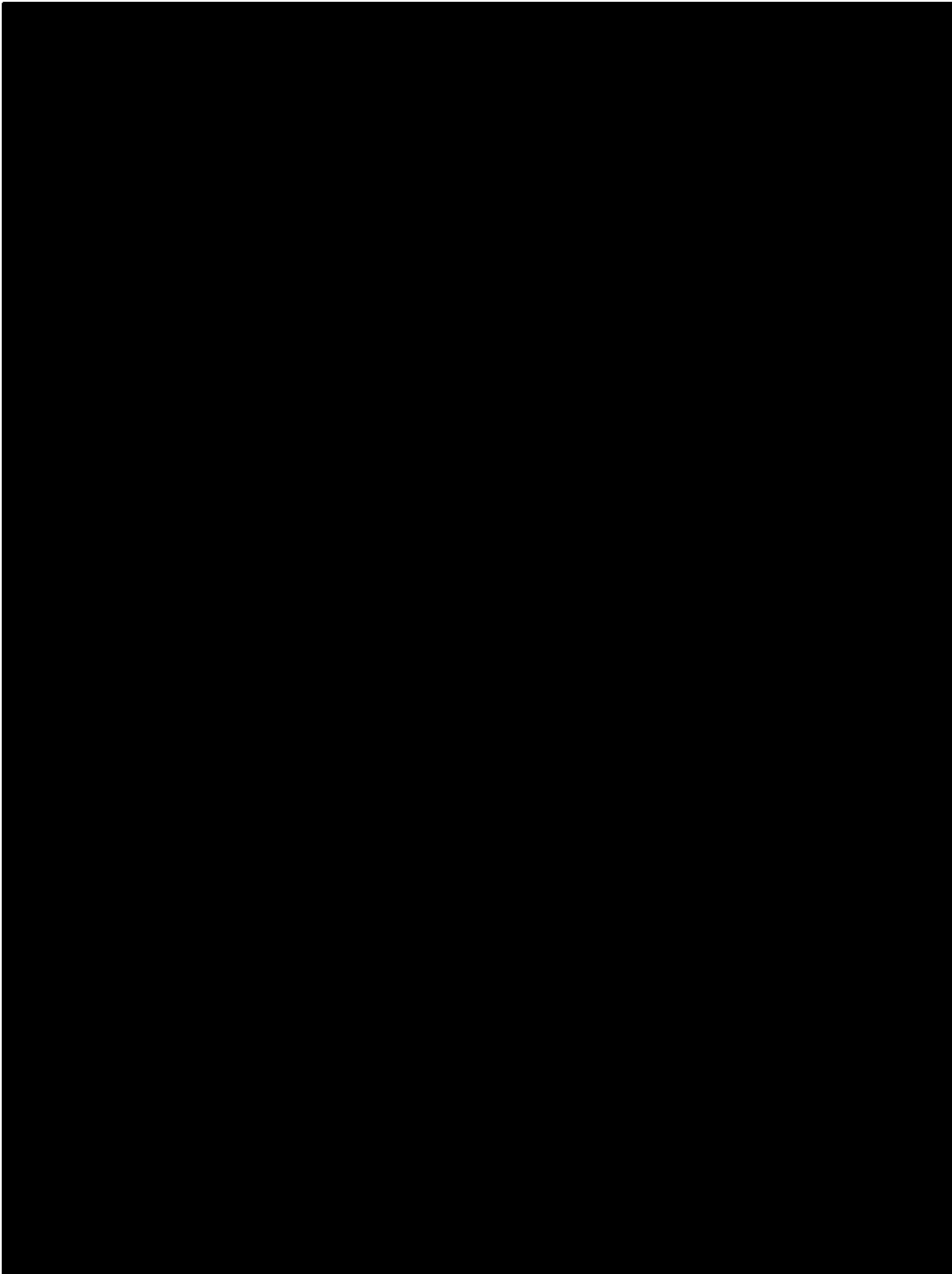


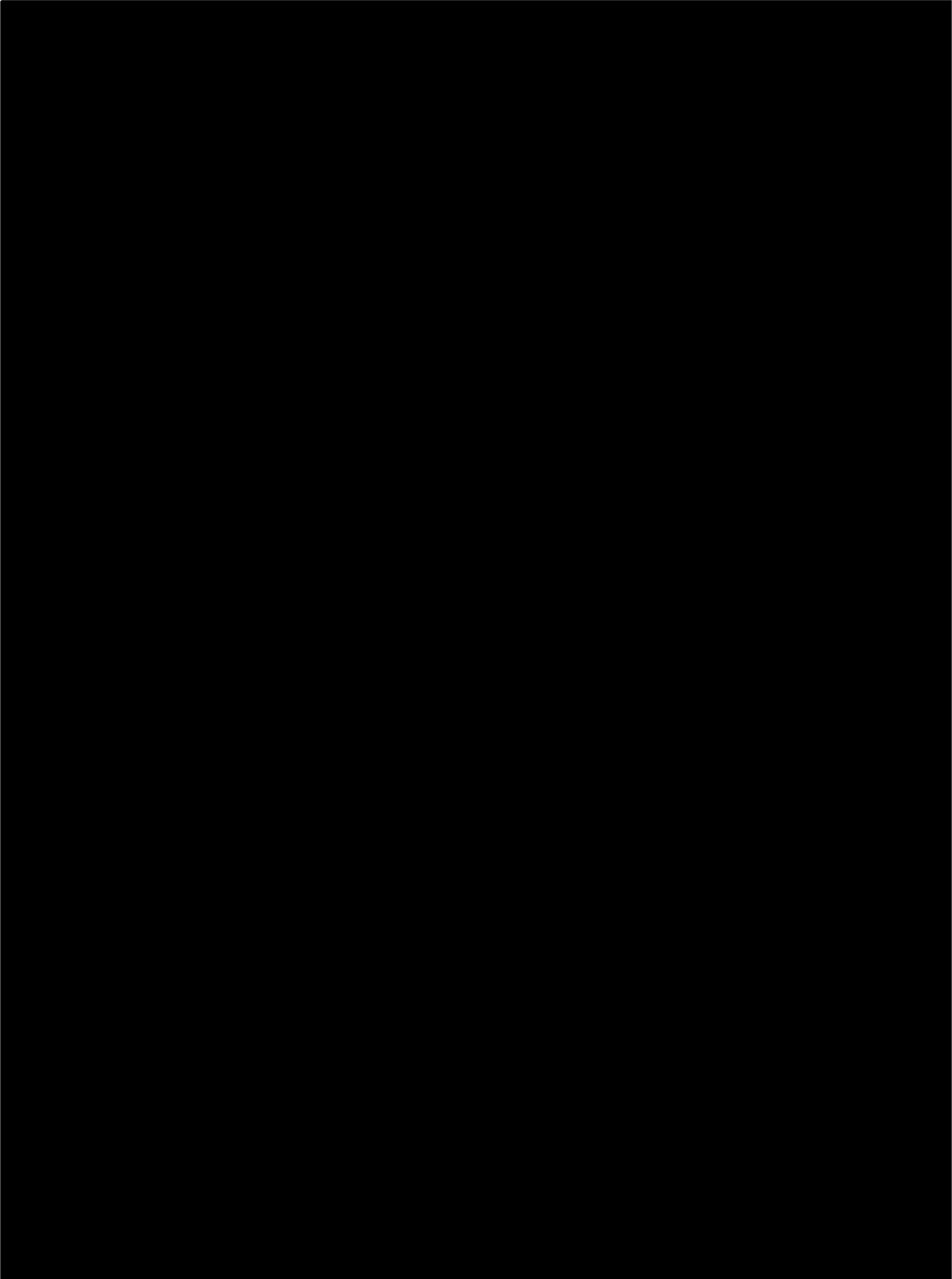


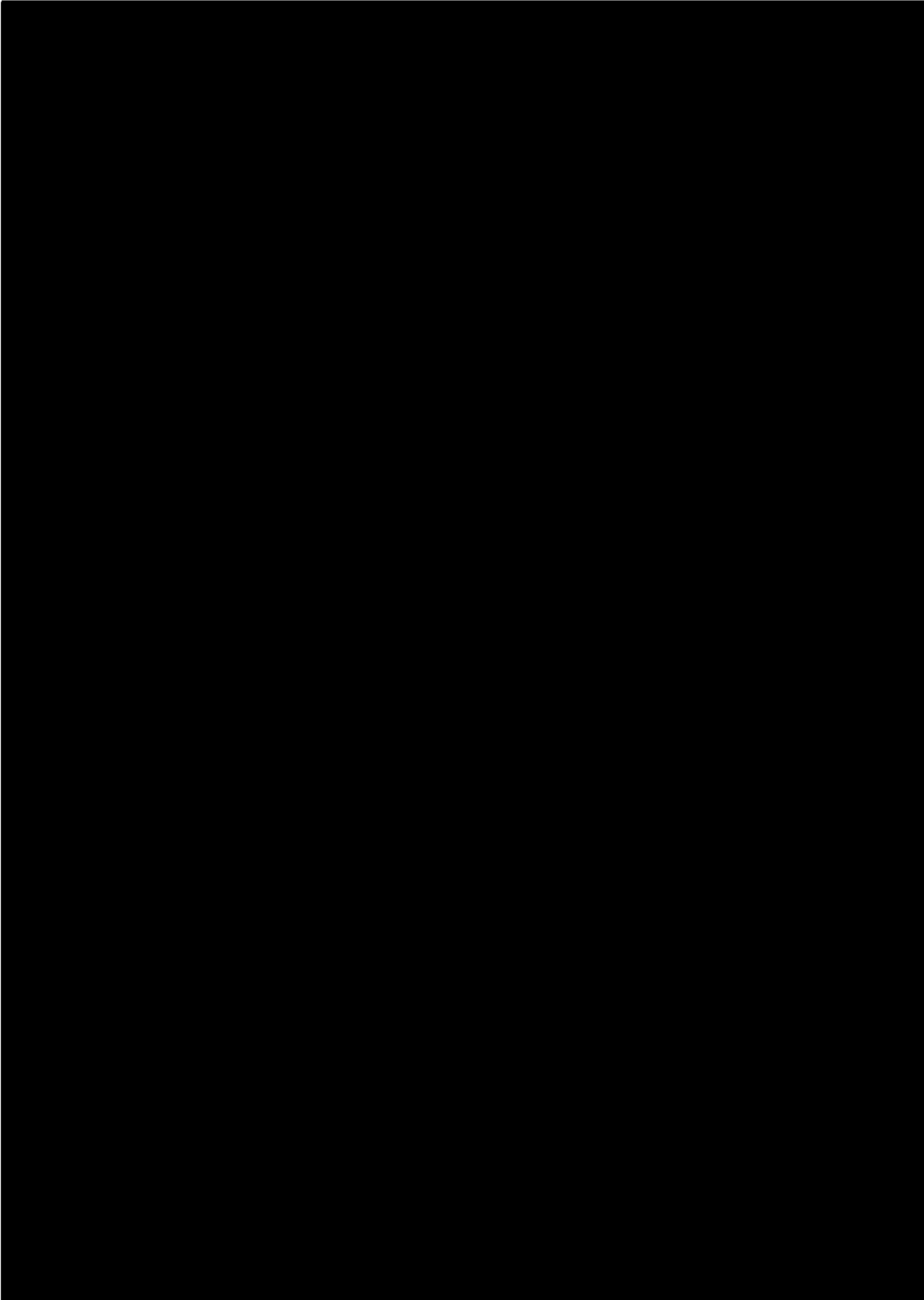


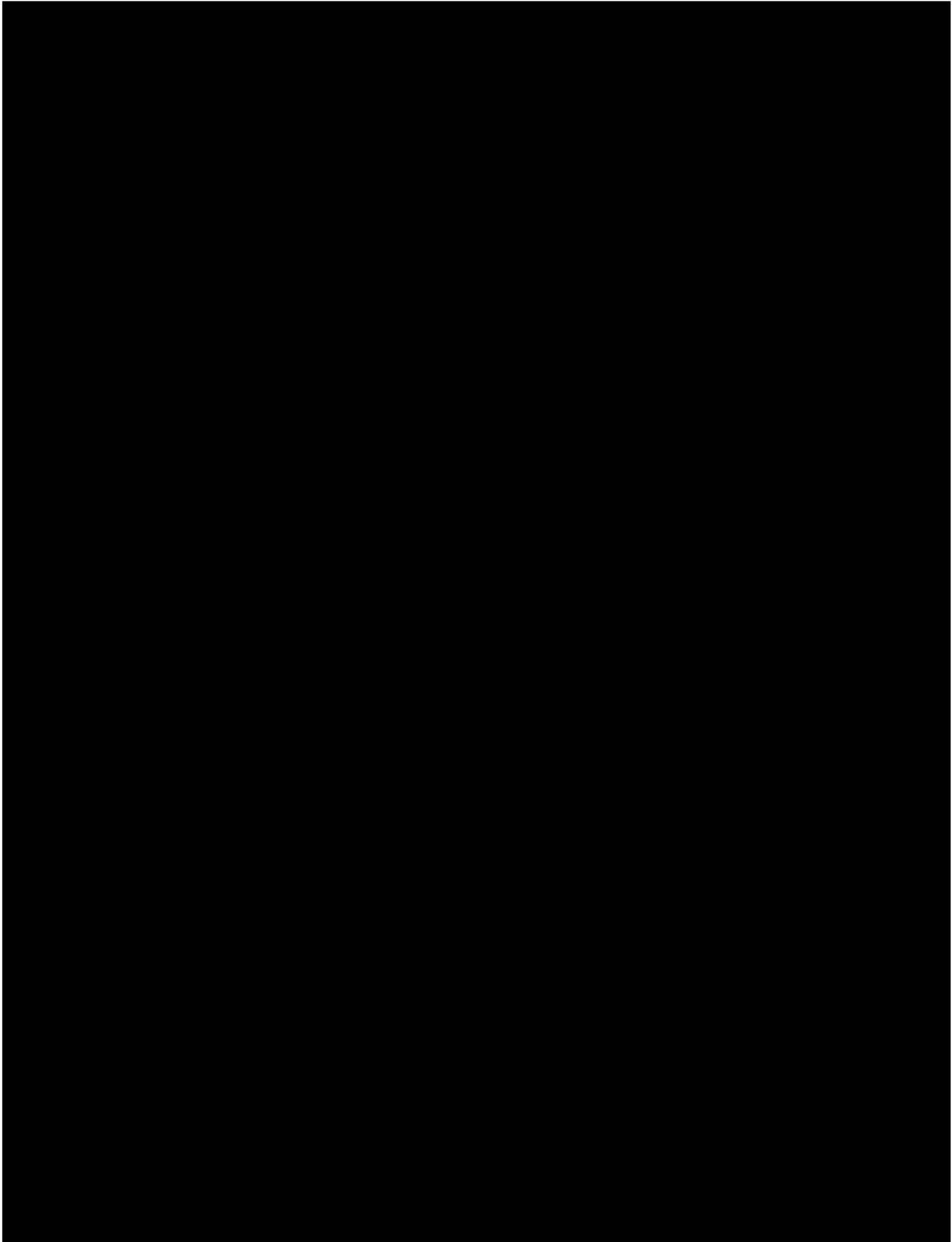


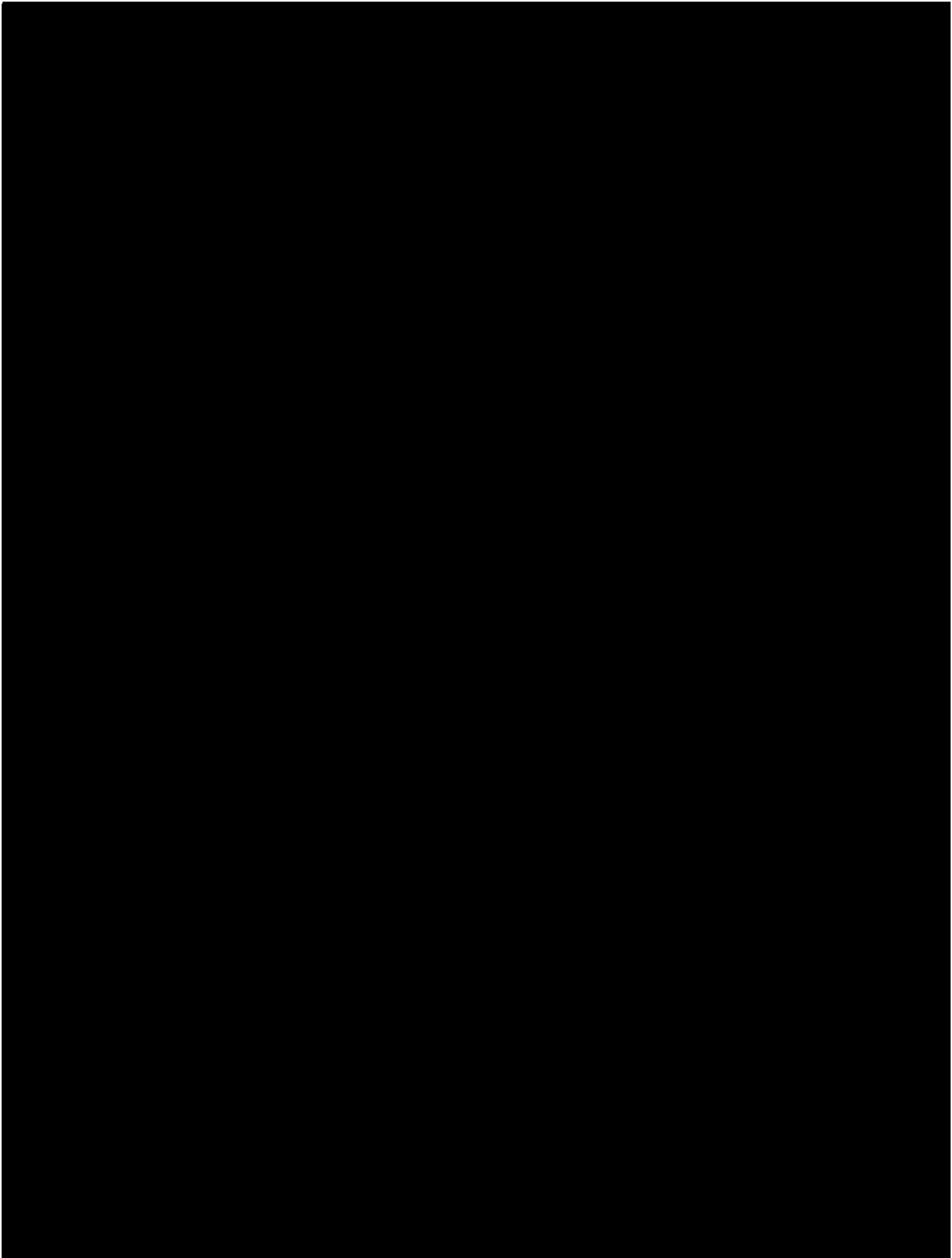


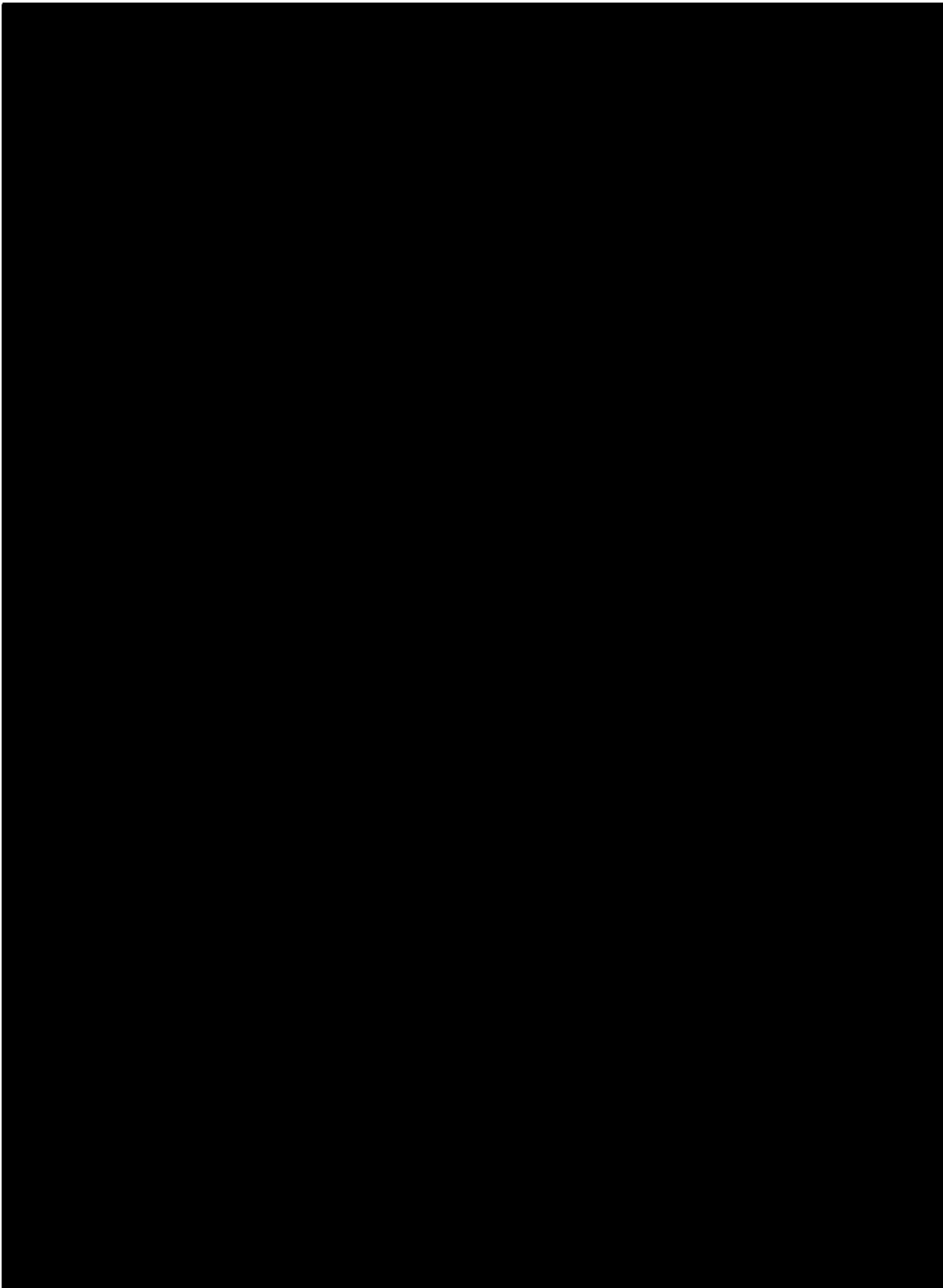


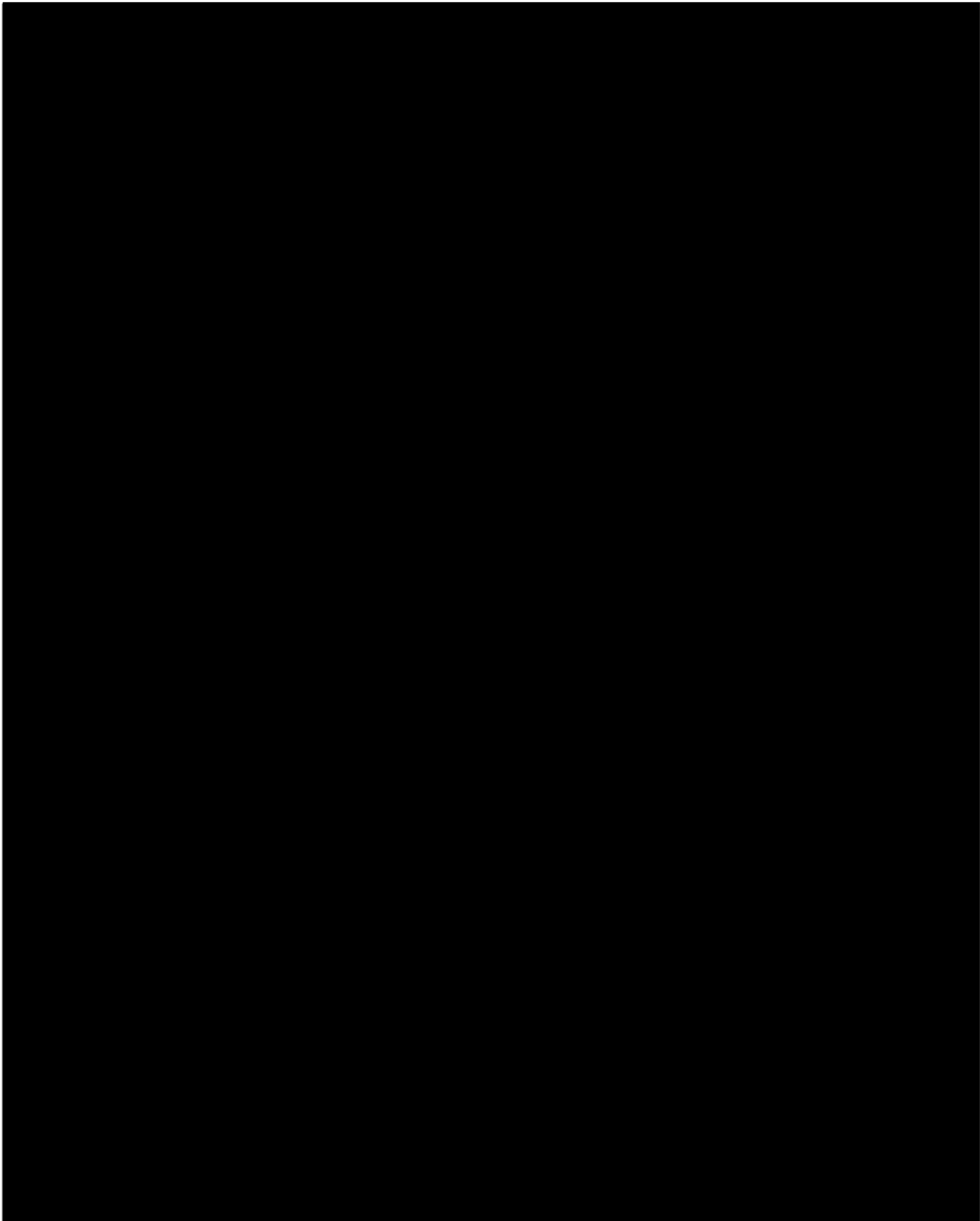


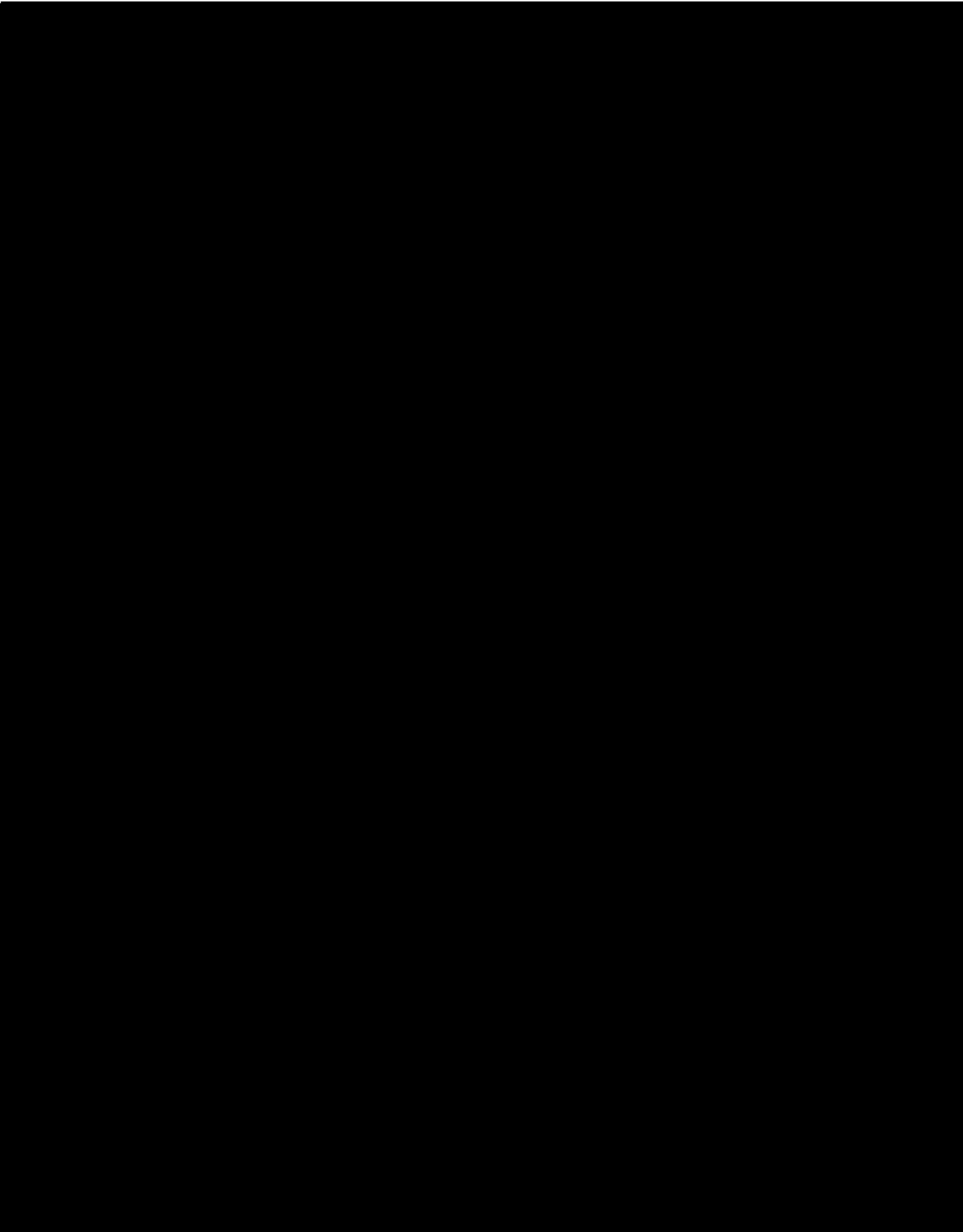


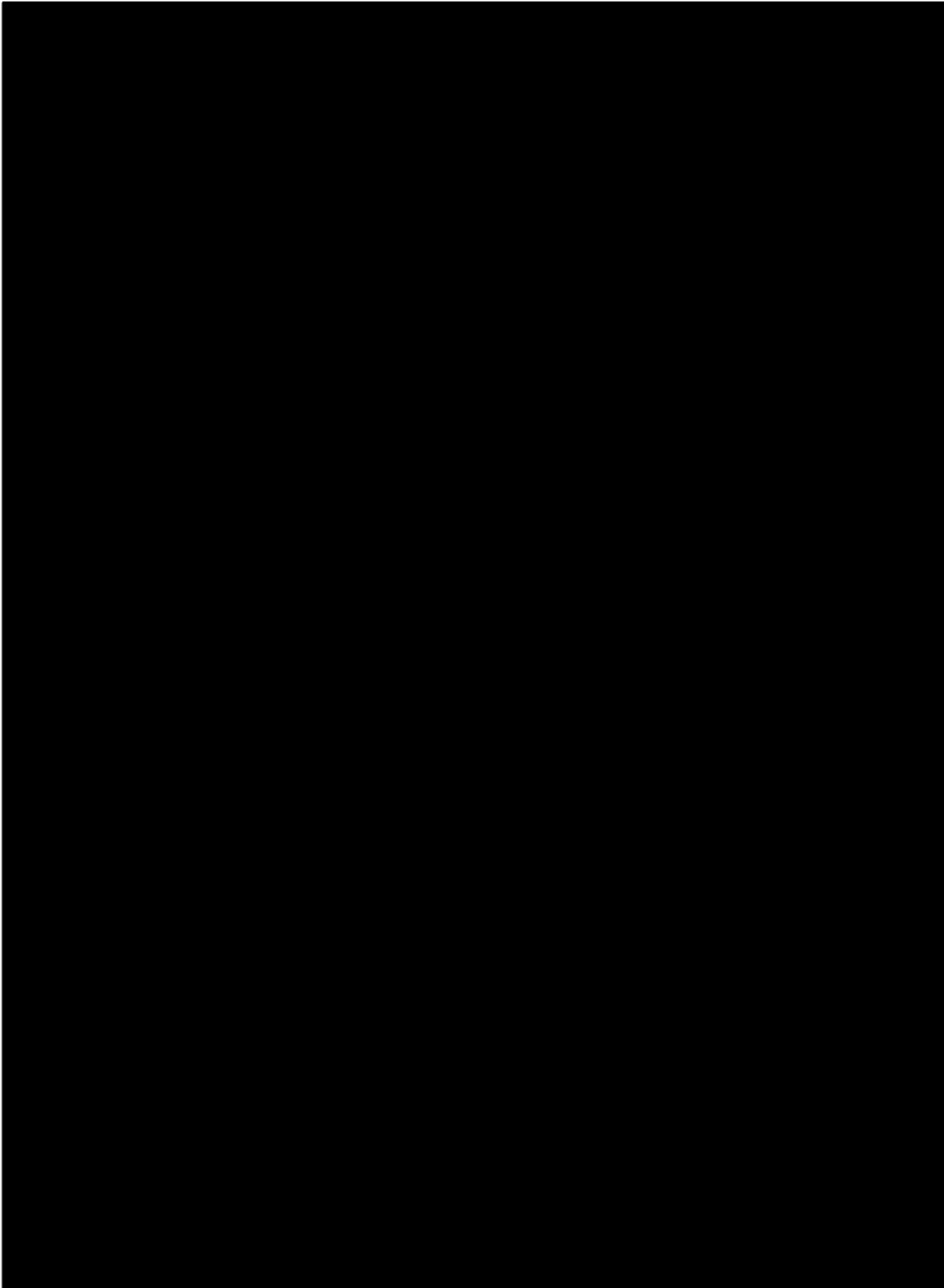


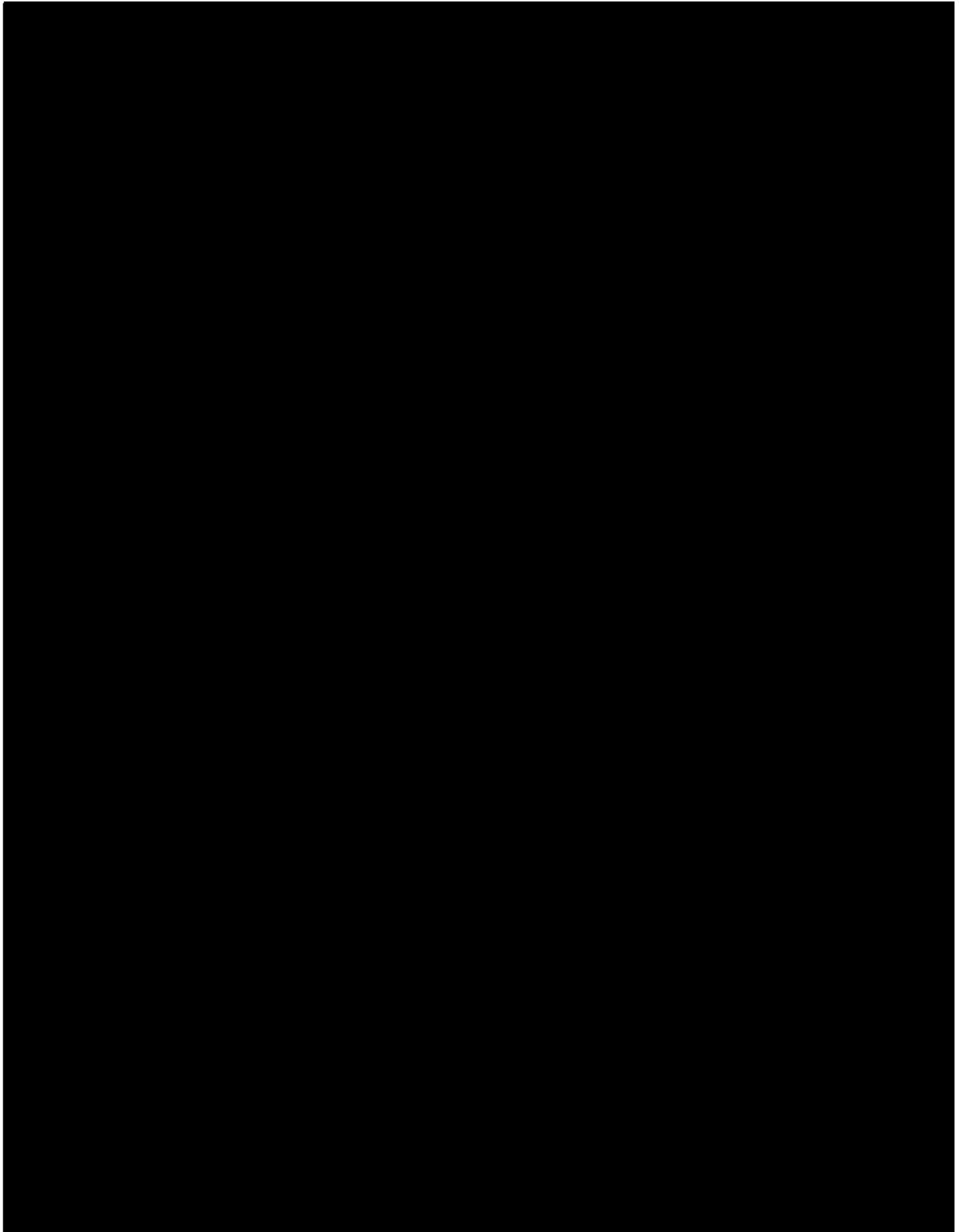


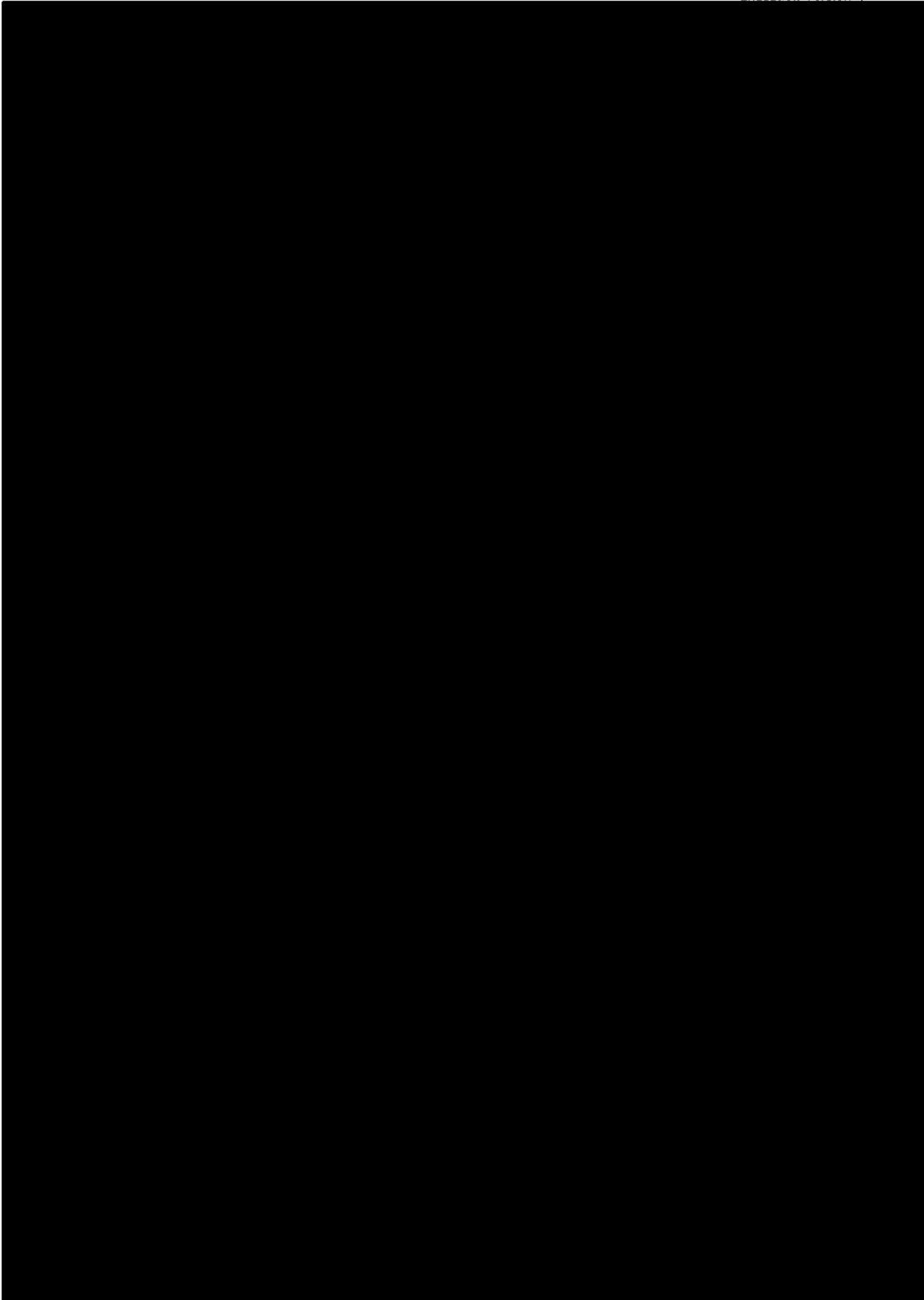


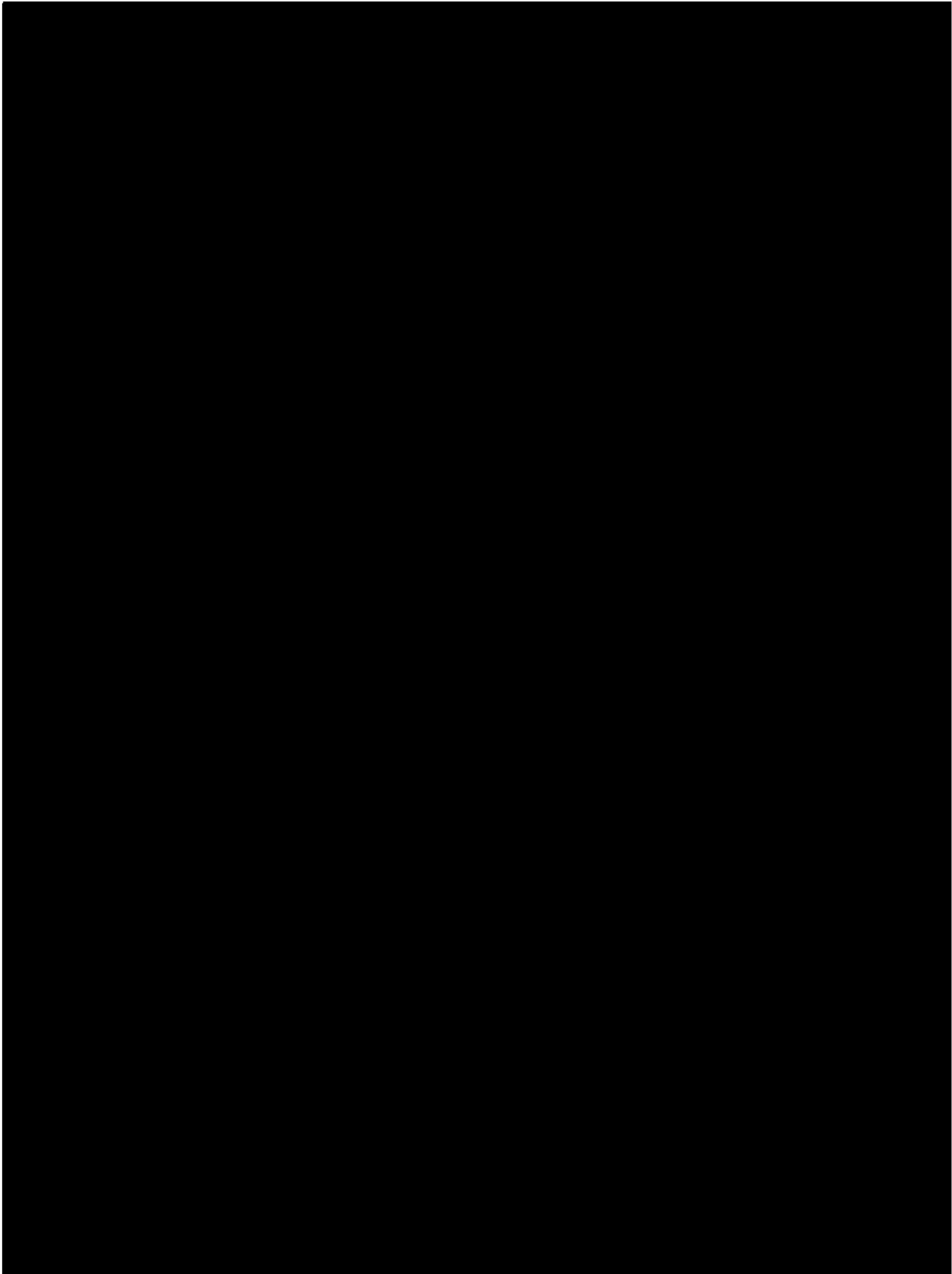


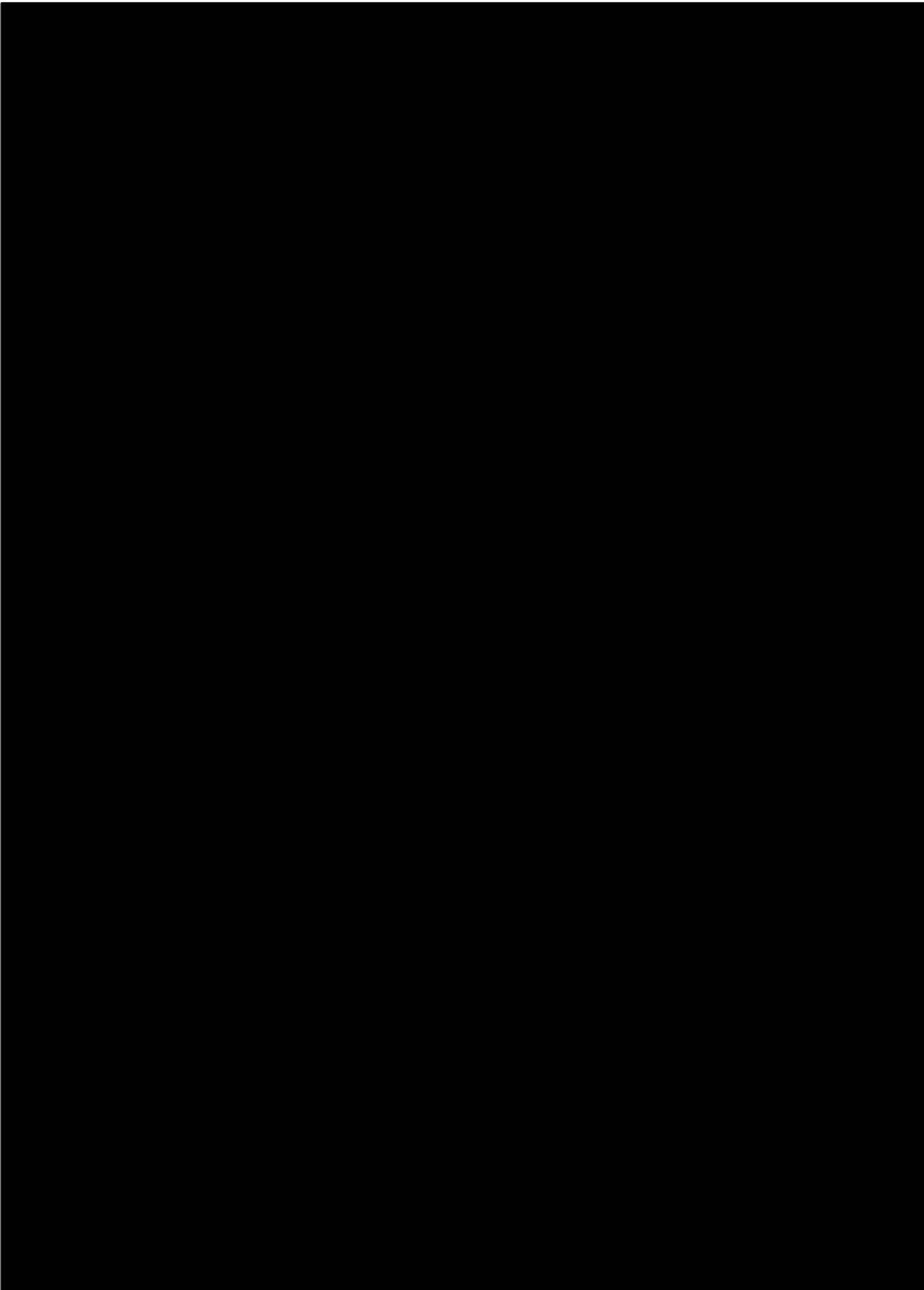


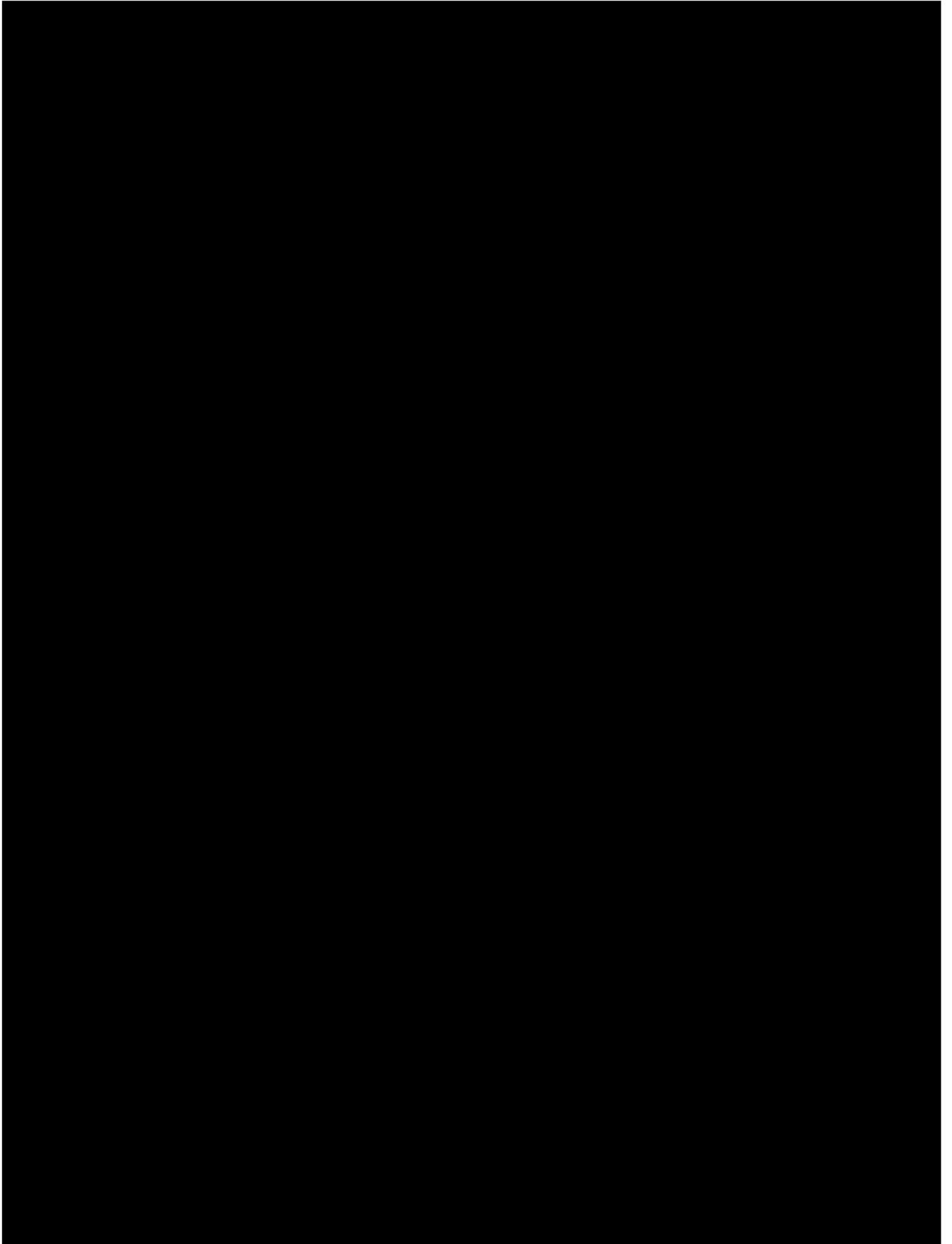


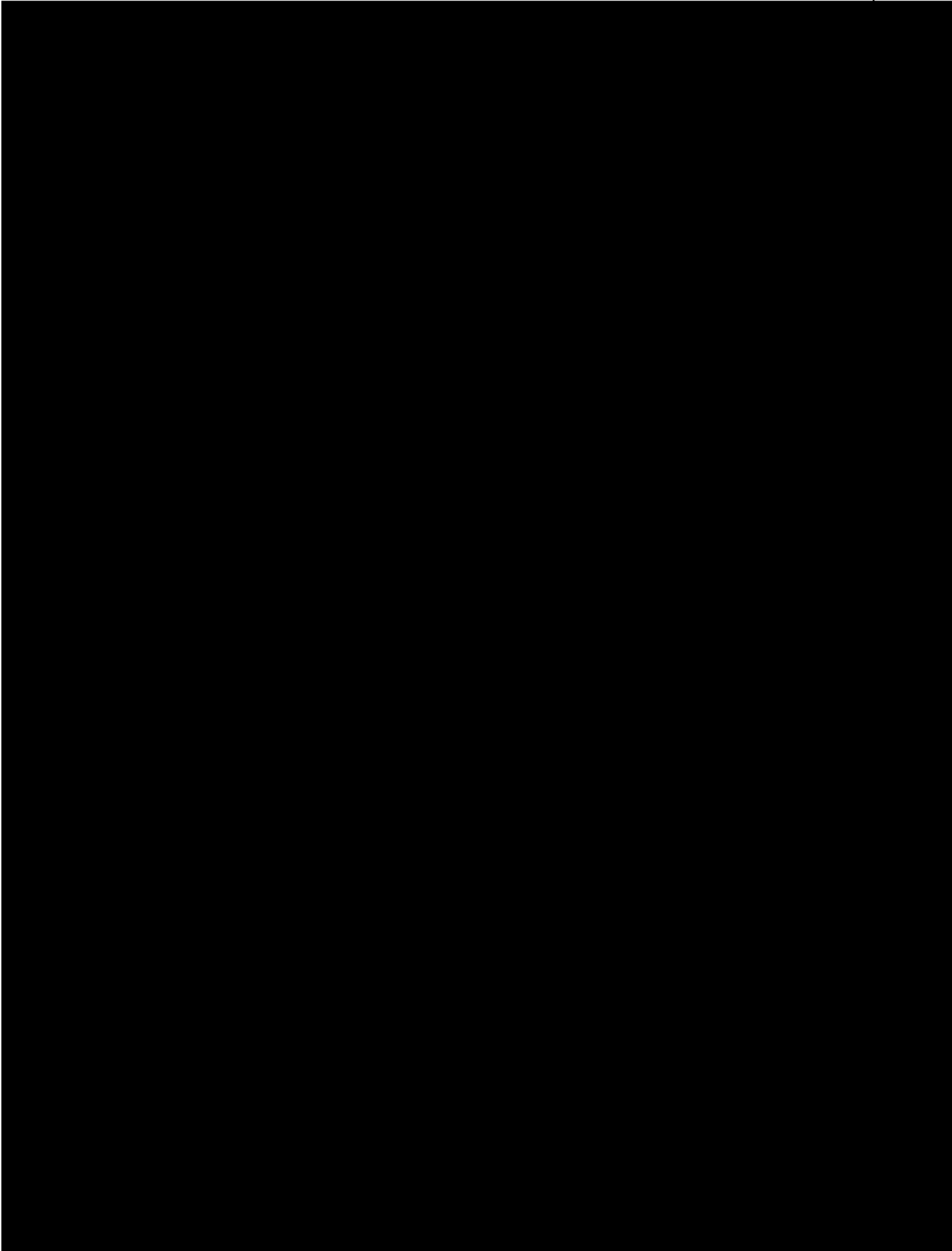


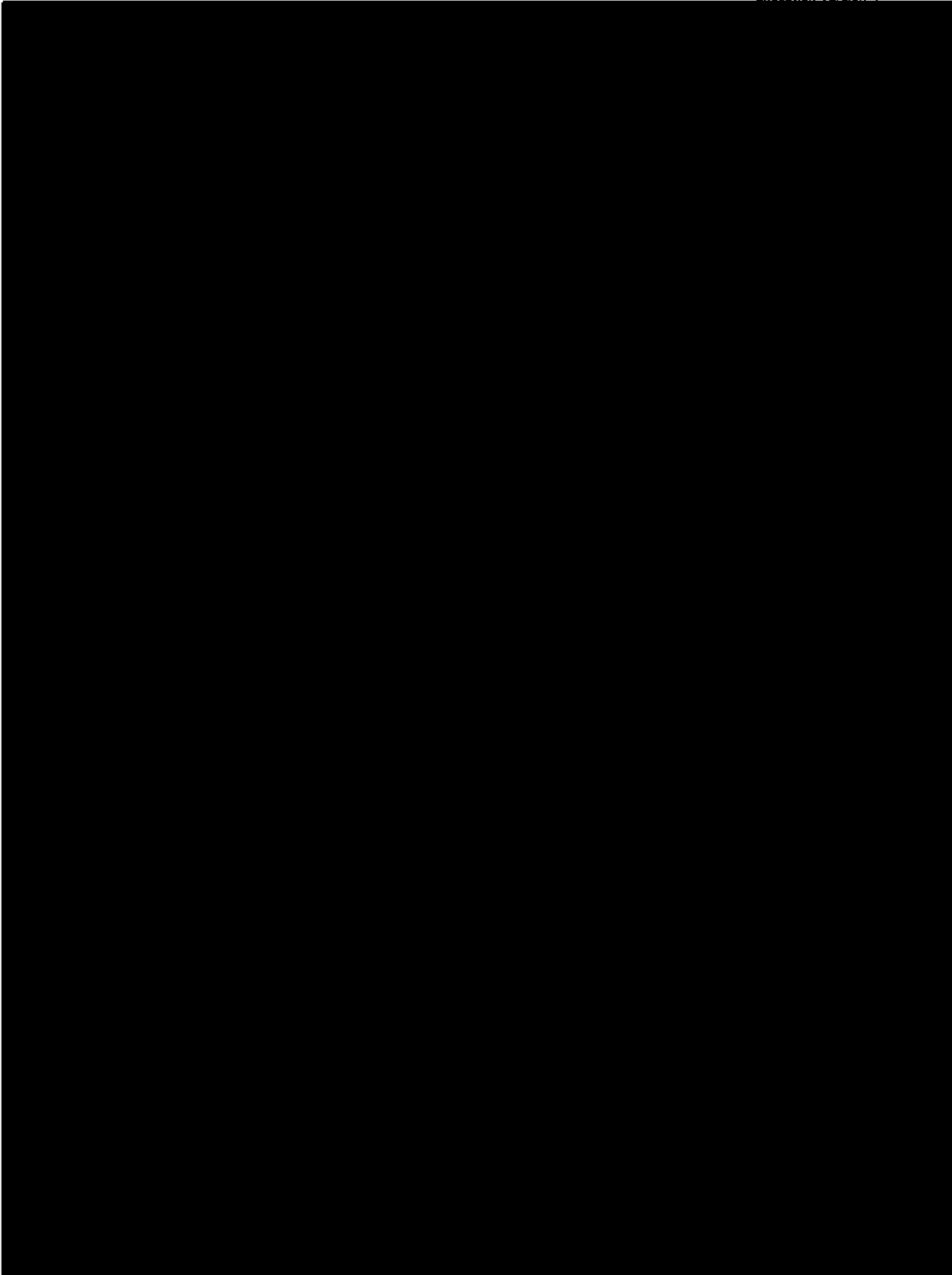












Schedule D13

Licence Payment Schedule

(Clauses 1.1, 12.4 and 25A)

For the purposes of this Schedule D13 (*Licence Payment Schedule*):

Licence Payment means, for each Licence Payment Date, the Base Licence Payment plus the Floating Payment, where:

- (a) **Base Licence Payment** means for a Licence Payment Date the amount set out in the Model Outputs Schedule opposite that Licence Payment Date;
- (b) **Floating Payment** means for a Licence Payment Date the amount equal to the Licence Principal Outstanding opposite that Licence Payment Date multiplied by the Interest Rate for the applicable Interest Period. The method for calculating the Floating Payment will be consistent with the method for calculating the Floating Payment in the Base Case Financial Model;
- (c) **Interest Period** has the meaning as defined in the Facility Agreement; and
- (d) **Interest Rate** has the meaning as defined in the Facility Agreement and as referenced in the Base Case Financial Model until the Floating Rate Amount commences in accordance with clause 12.1 of Schedule D1 (*Service Payment Regime*). Once the Floating Rate Amount commences, the Interest Rate will be the Actual Floating Rate as defined in Schedule D1 (*Service Payment Regime*) plus the margin for the applicable Interest Period as referenced in the Base Case Financial Model.

Licence Payment Date	Base Licence Payment (\$ AUD)	Licence Principal Outstanding (\$ AUD)
As per Model Outputs Schedule	As per Model Outputs Schedule	As per Model Outputs Schedule

Schedule D14

Construction Payment Schedule

(Clauses 1.1 and 25A)

Construction Payment Date	Construction Payment (\$ AUD)
As per Model Outputs Schedule	As per Model Outputs Schedule