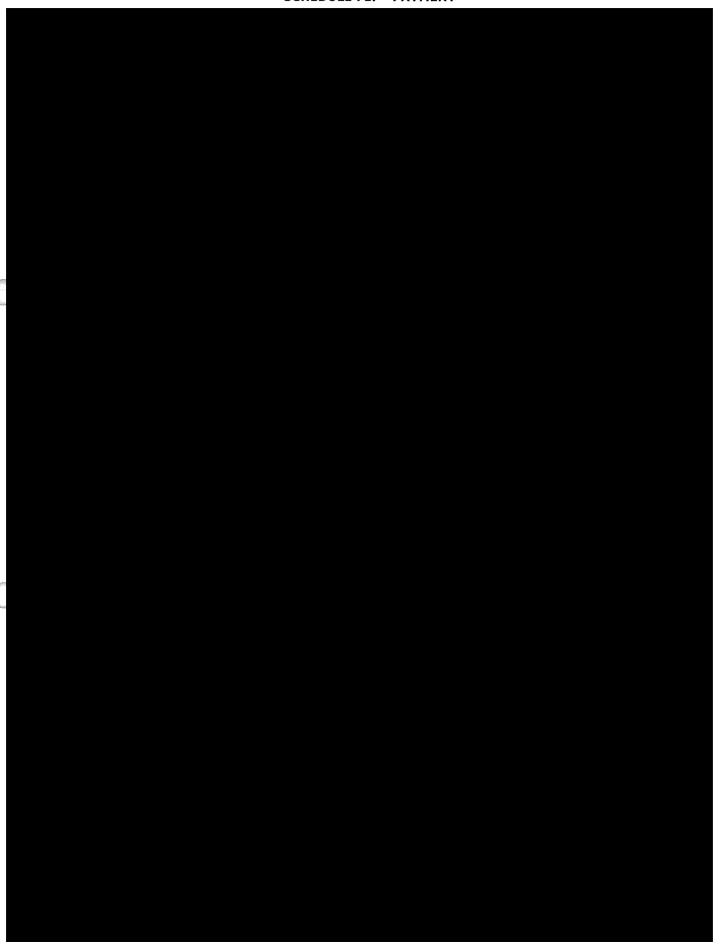
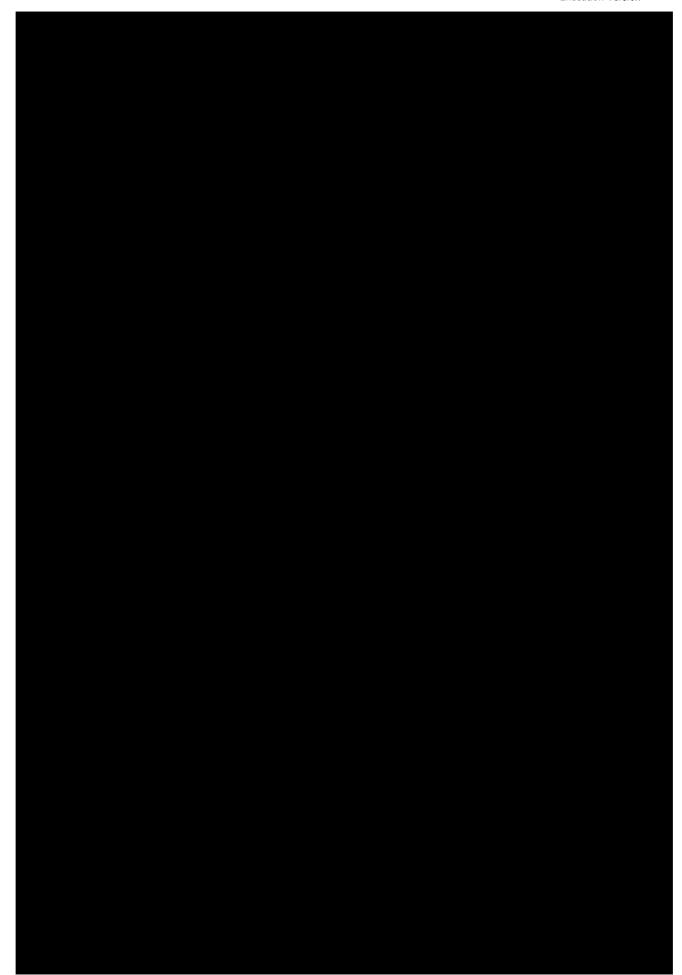
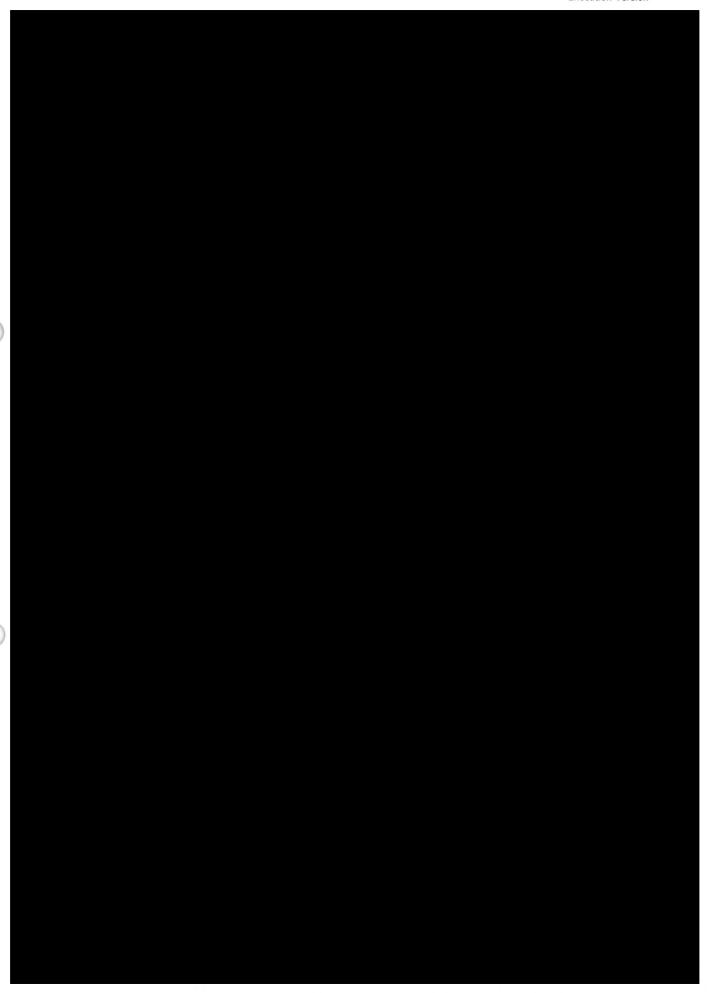
SCHEDULE F1. - PAYMENT



Execution Version	
	-









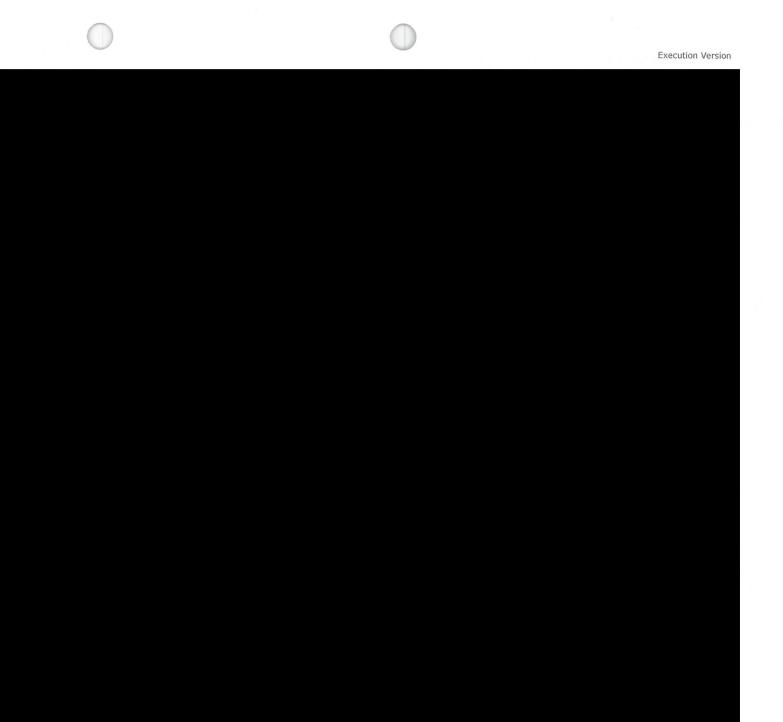


SCHEDULE F2. – SCHEDULE OF RATES FOR SELF-PERFORMED REIMBURSABLE WORK, REIMBURSABLE COST ELEMENT ADJUSTMENTS, POST CONSTRUCTION COMPLETION ACTIVITIES, COMPENSABLE CONTAMINATION, NORTHERN CONNECTION WORKS AND INDICATIVE SPARES

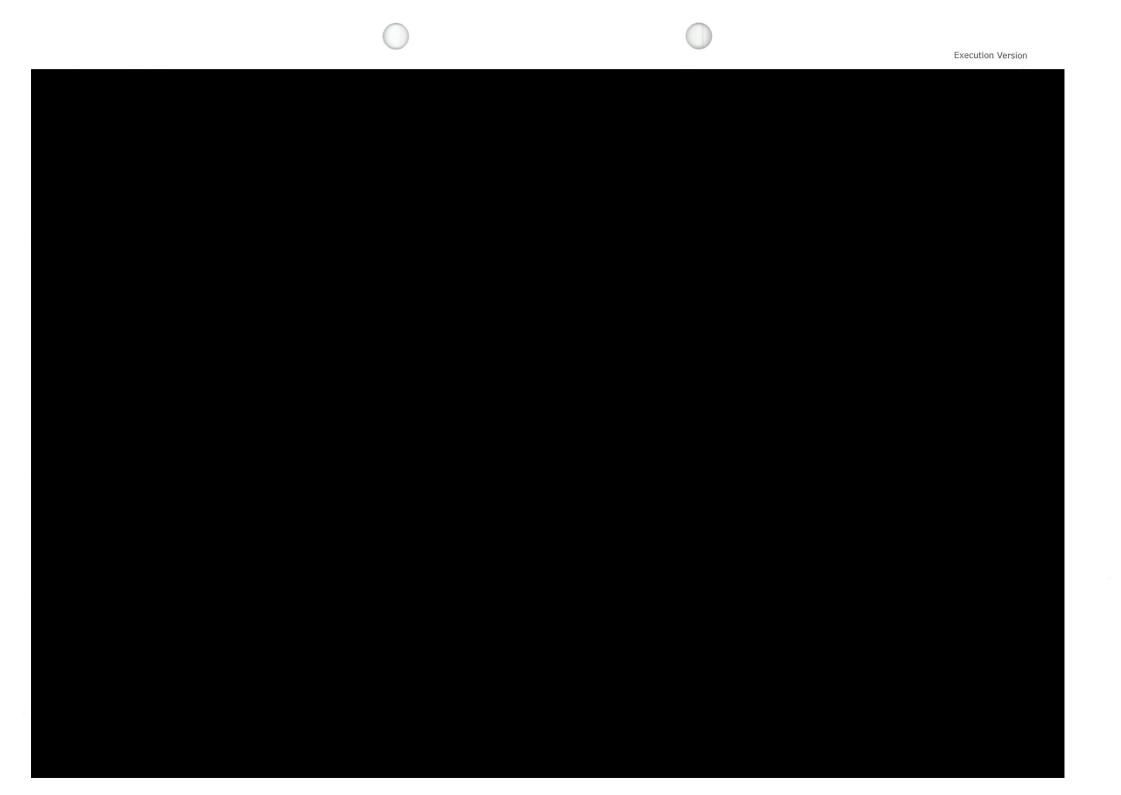








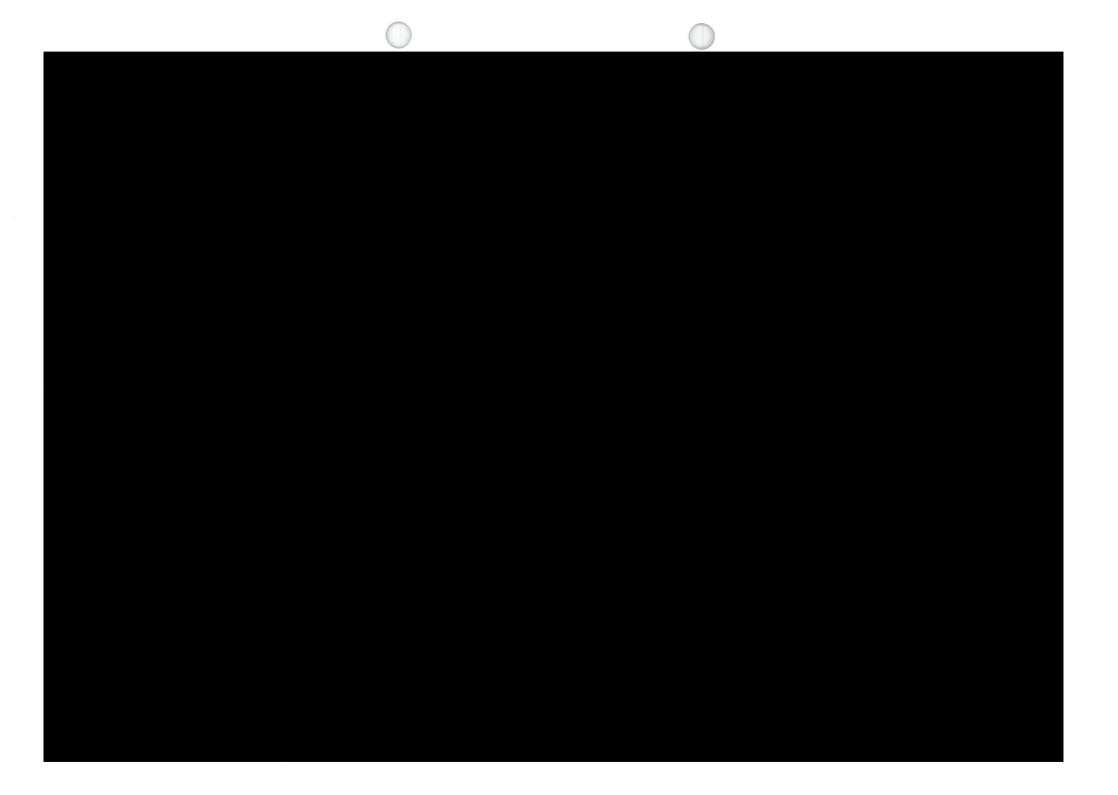




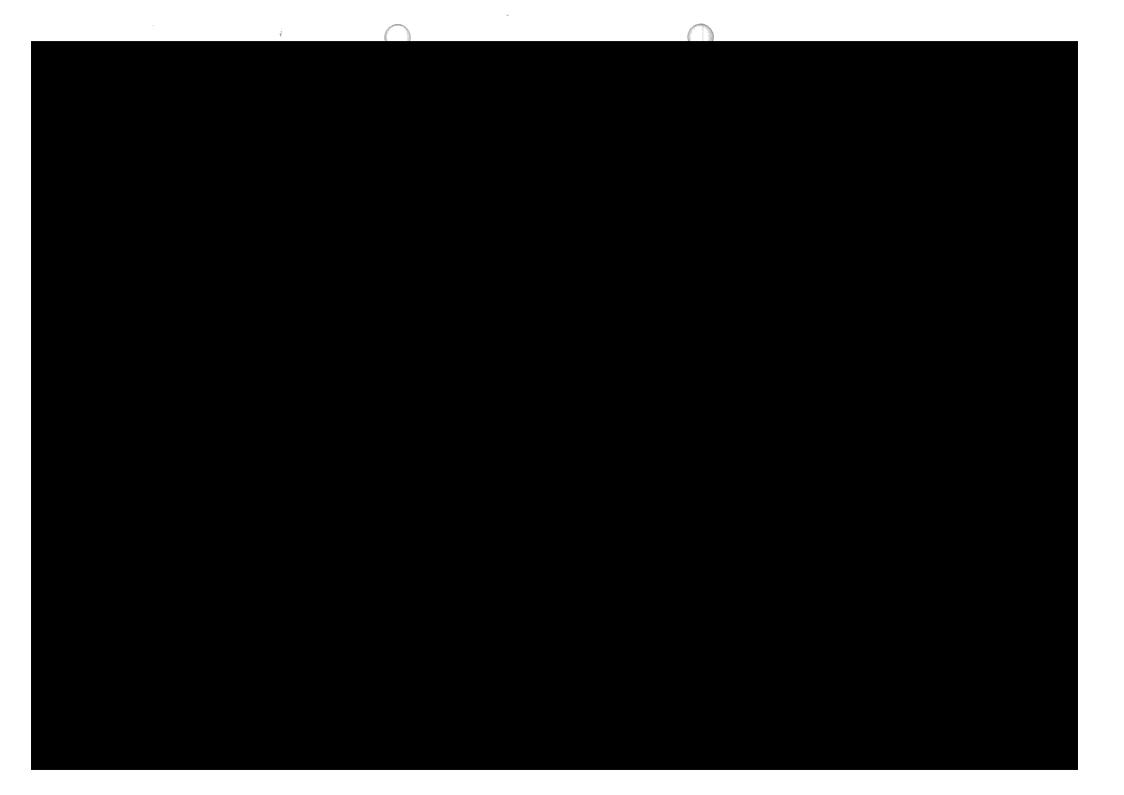


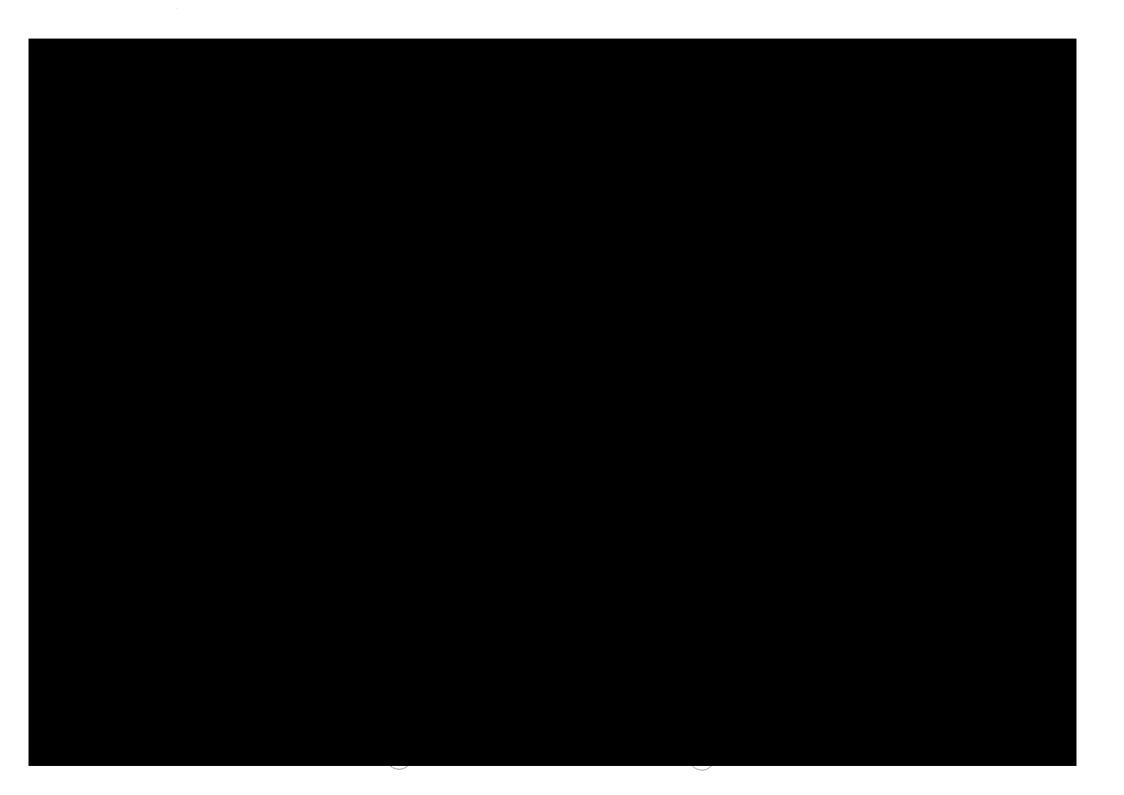


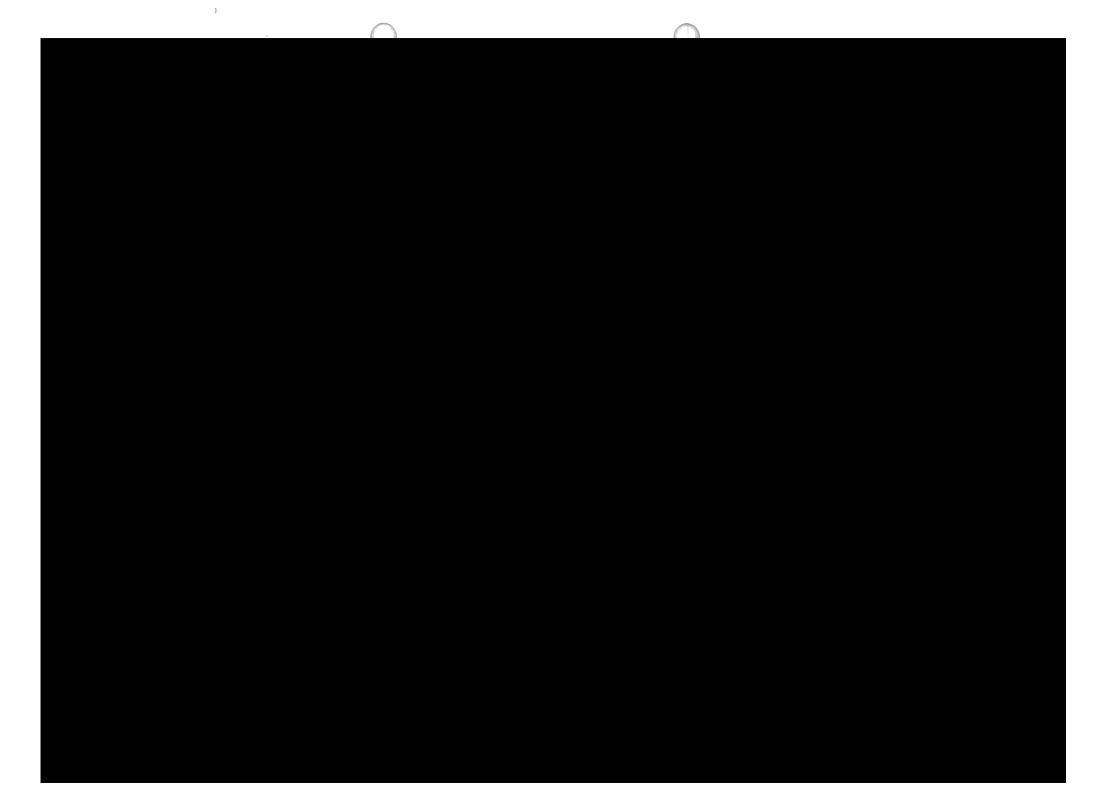












SCHEDULE F3. - FORM OF UNCONDITIONAL UNDERTAKING

(Clauses 1.1, 5.2(a) and 15.6(b)(ii))

THIS DEED POLL (Un	dertaking) made the	day of	20
IN FAVOUR OF:	Sydney Metro (ABN 12 354 06	3 515) (the Pri	ncipal)
GIVEN BY:		(Financial In	stitution)

The LW Contra	ctor: »			
ABN »				
Security Amount \$ »				
The Contract:	The Contract between the Principal and the LW Contractor			
Contract Title:	Sydney Metro City & Southwest – Line-wide Works			
Contract Number: »				

Other words and phrases in this Undertaking have the meanings given in the Contract.

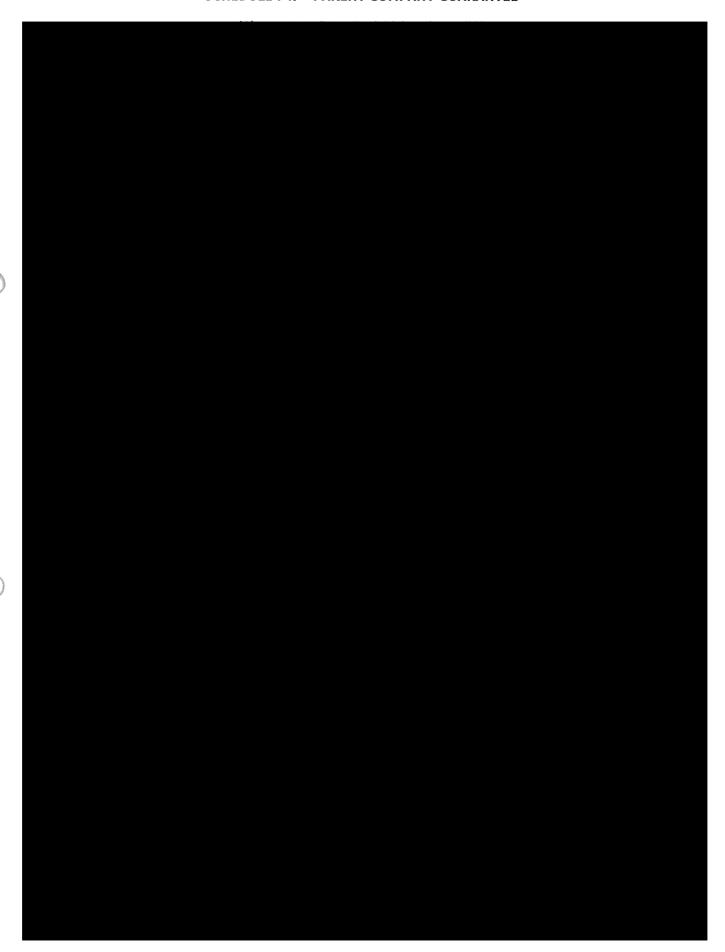
Undertaking

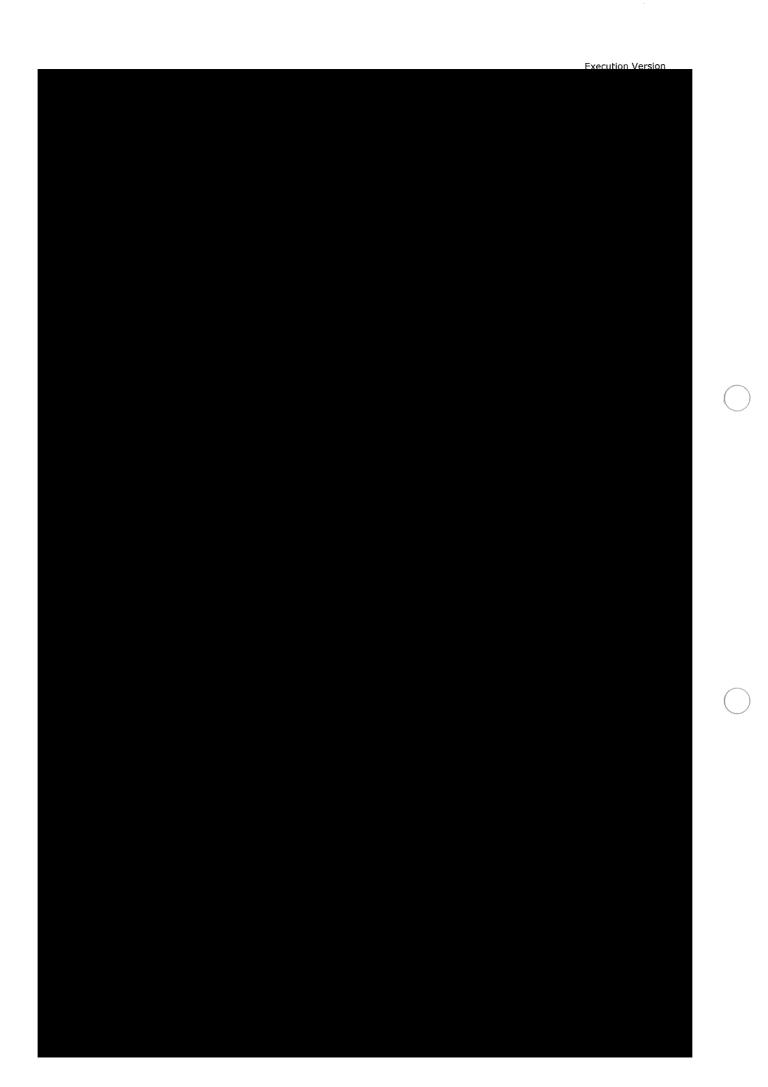
- 1. At the request of the LW Contractor, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
- 2. The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the LW Contractor and despite any notice from the LW Contractor not to pay.
- 3. The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
- 4. This Undertaking continues until one of the following occurs:
 - (a) the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
 - (b) this Undertaking is returned to the Financial Institution; or
 - (c) the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.
- 5. At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Financial Institution will then immediately end.
- 6. This Undertaking is governed by the laws of the State of New South Wales.

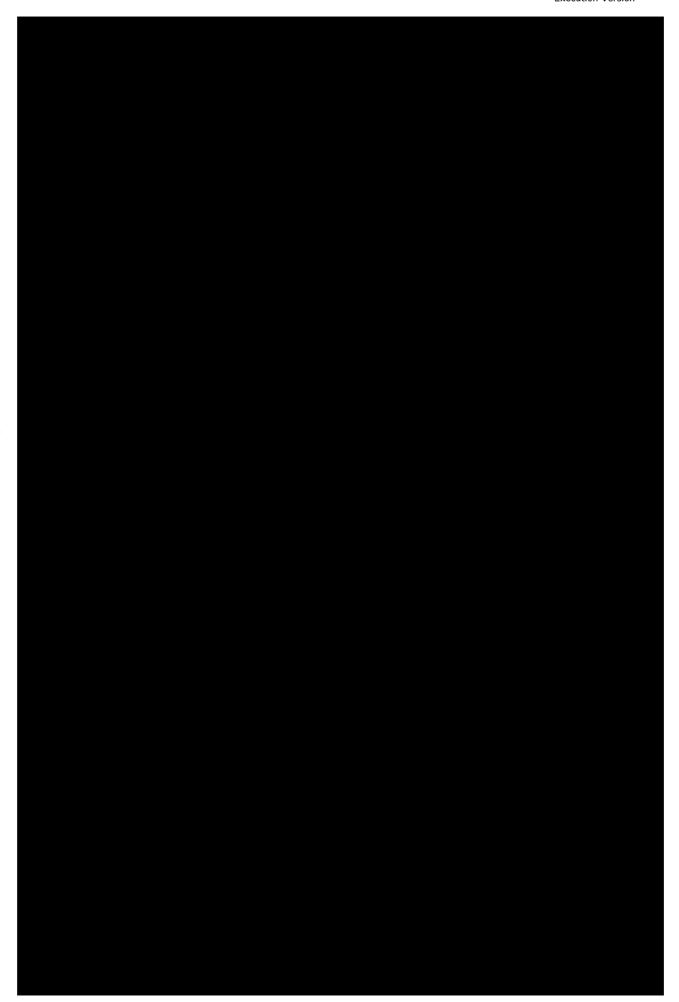
SIGNED as a deed poll.

Signed sealed and delivered for and on behalf of [insert name of Financial Institution] by its Attorney under a Power of Attorney dated , 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 of Attorney
Signature of Witness	Name of Attorney in full
Name of Witness in full	

SCHEDULE F4. - PARENT COMPANY GUARANTEE

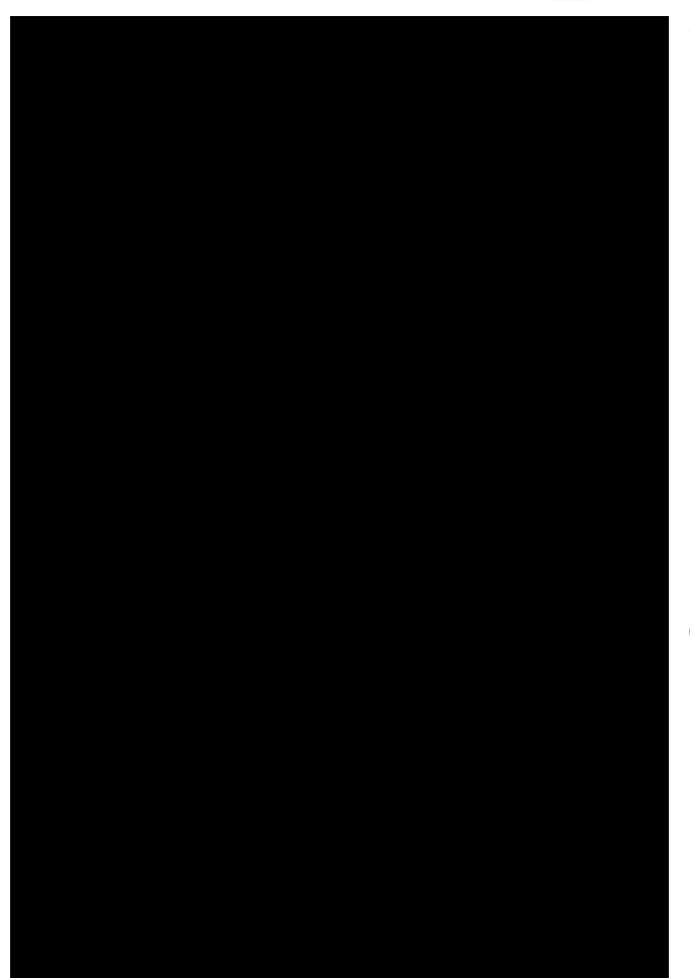






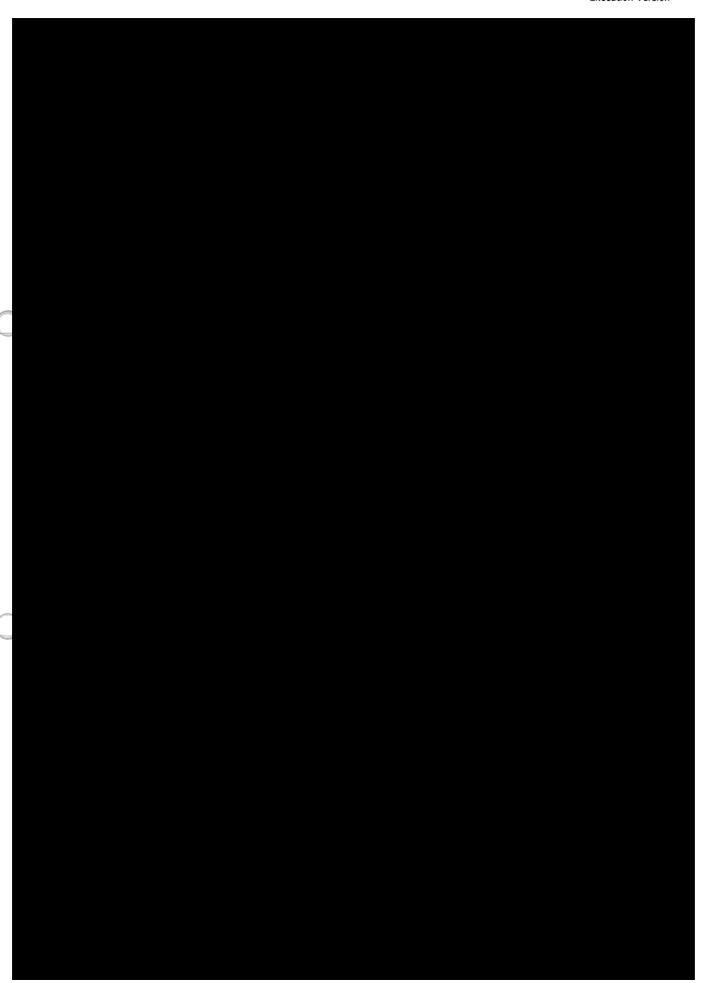






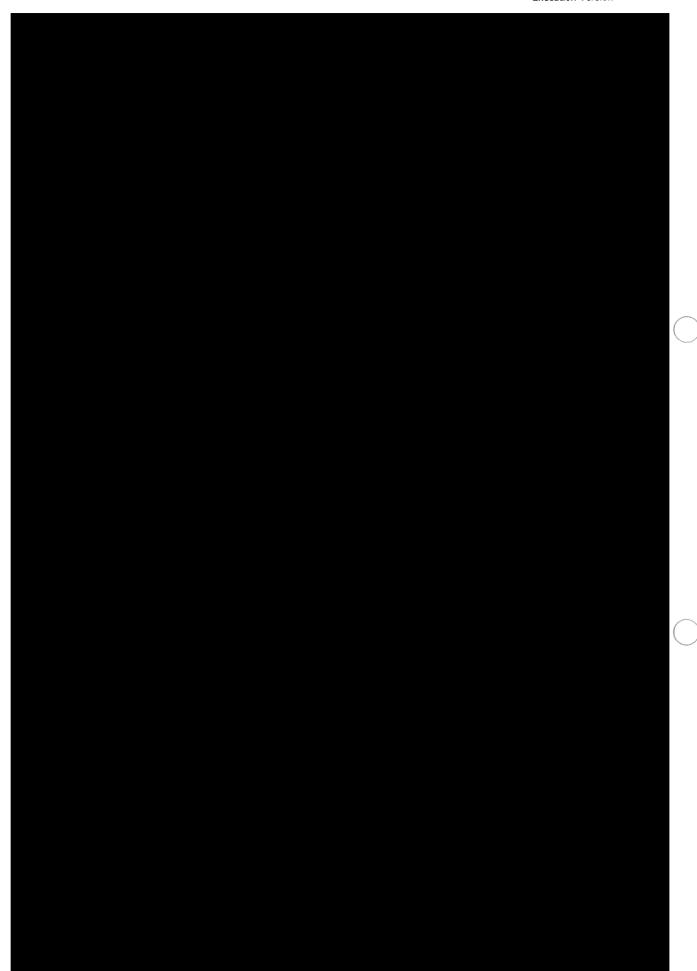






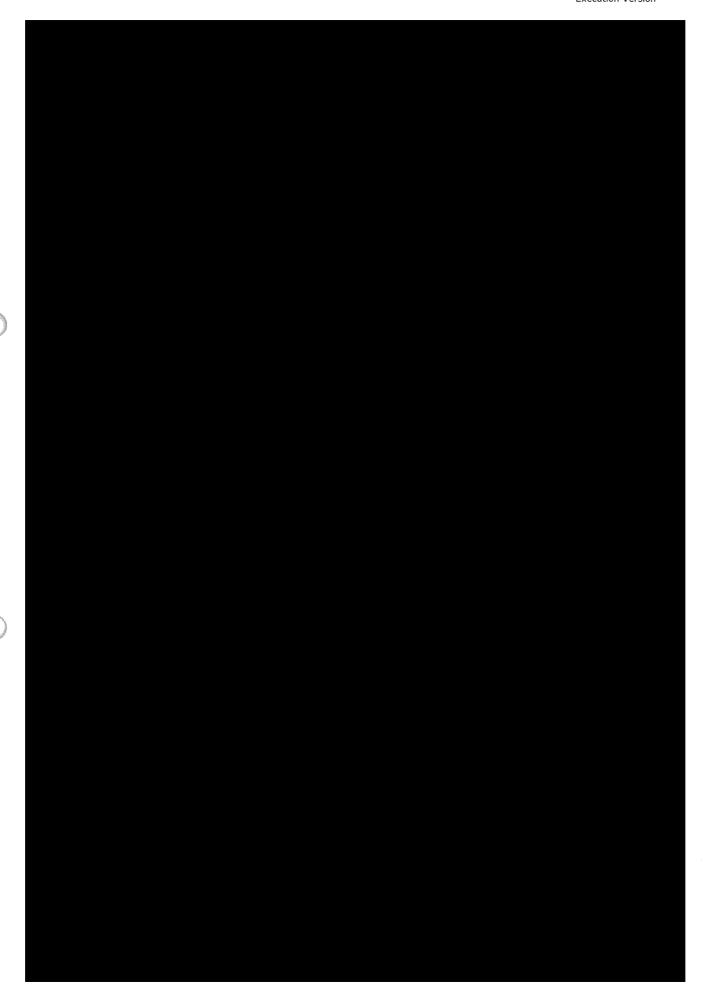


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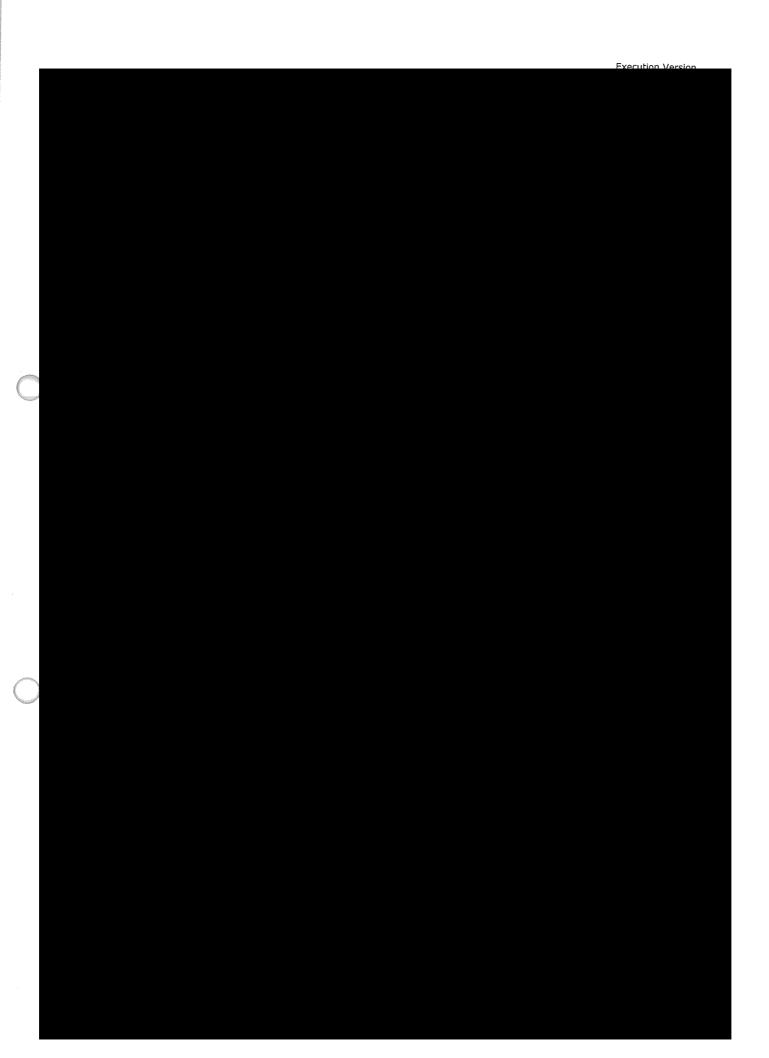
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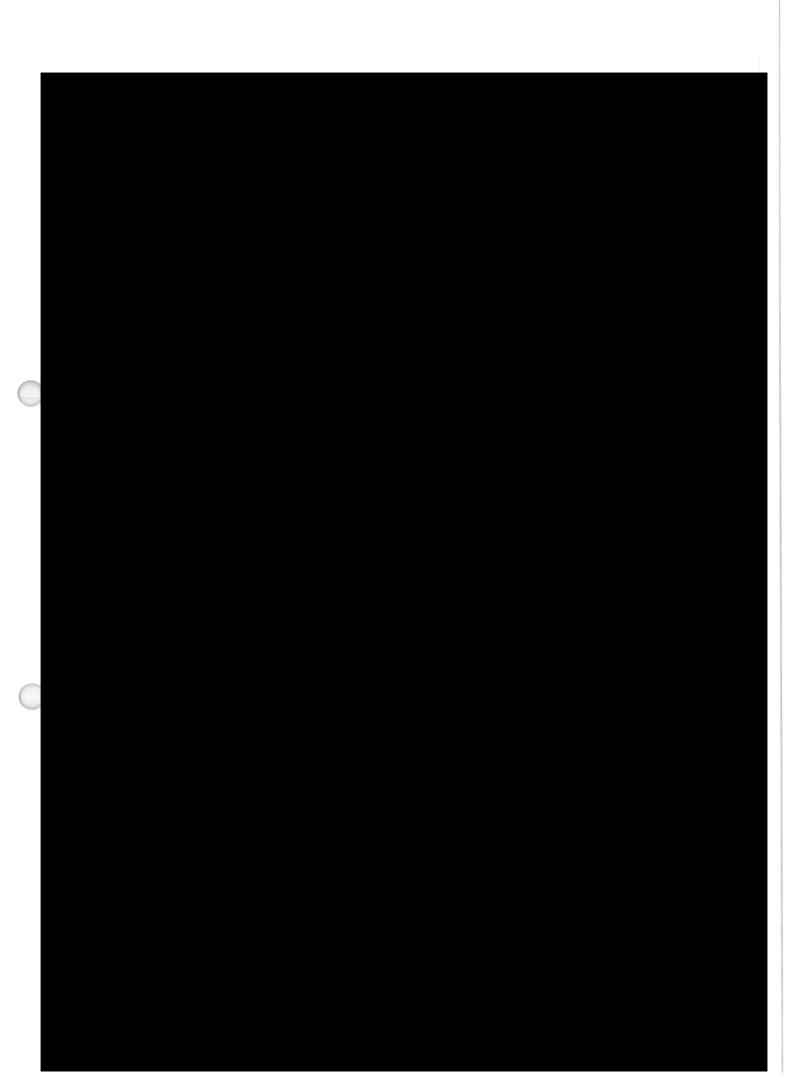


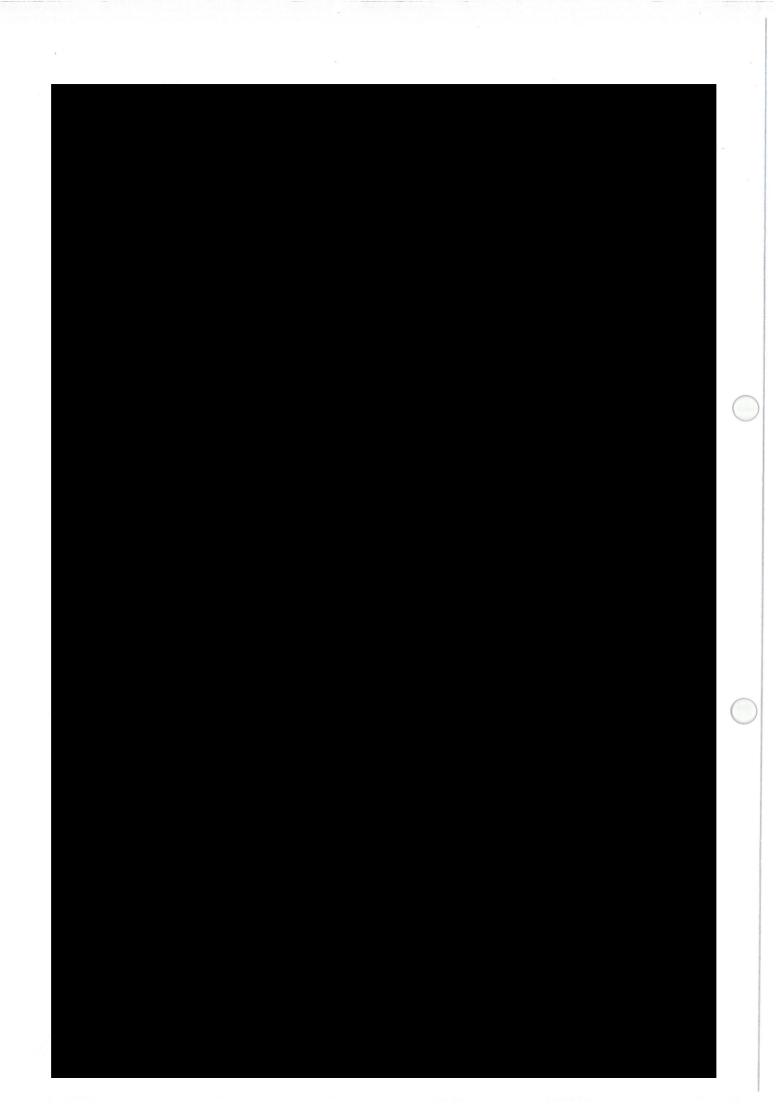


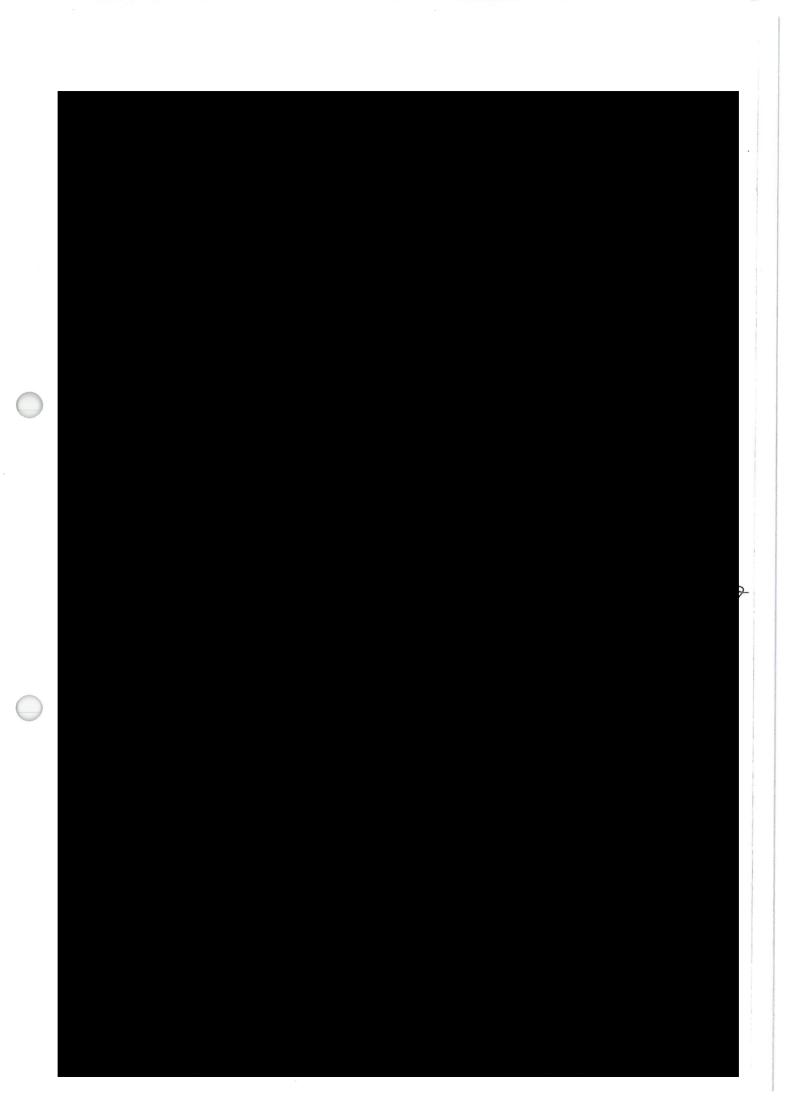
SCHEDULE F5. - INSURANCE POLICIES

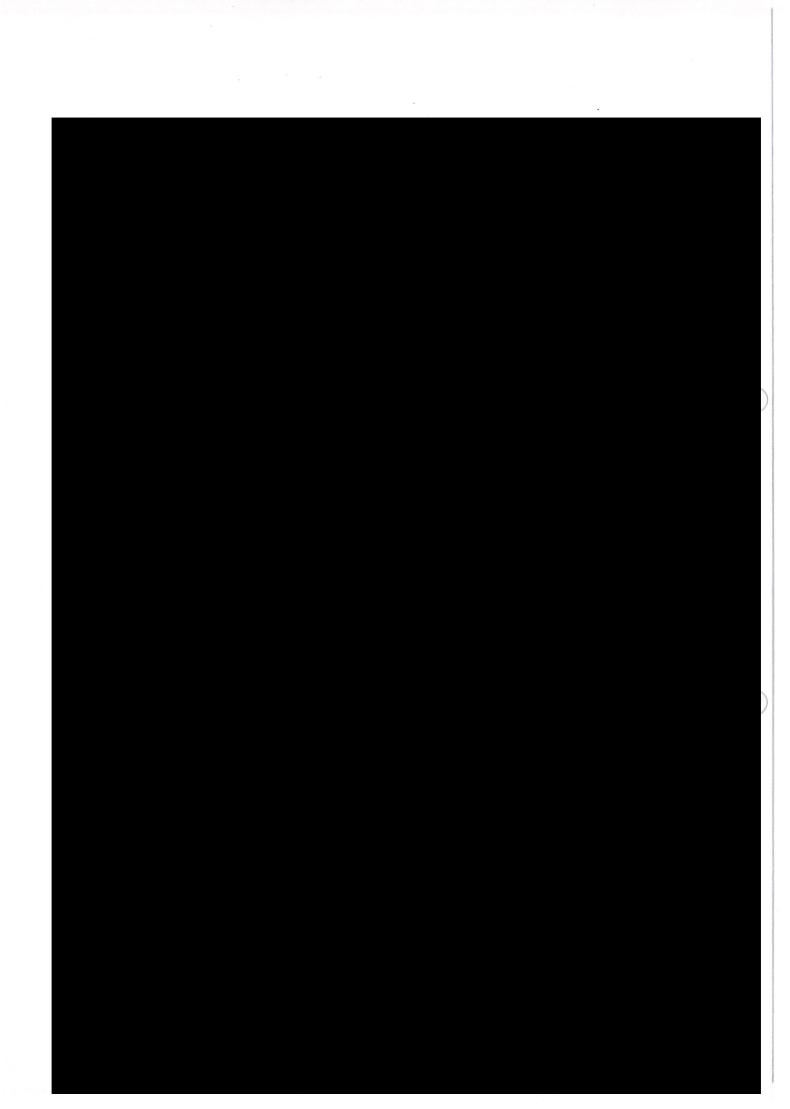




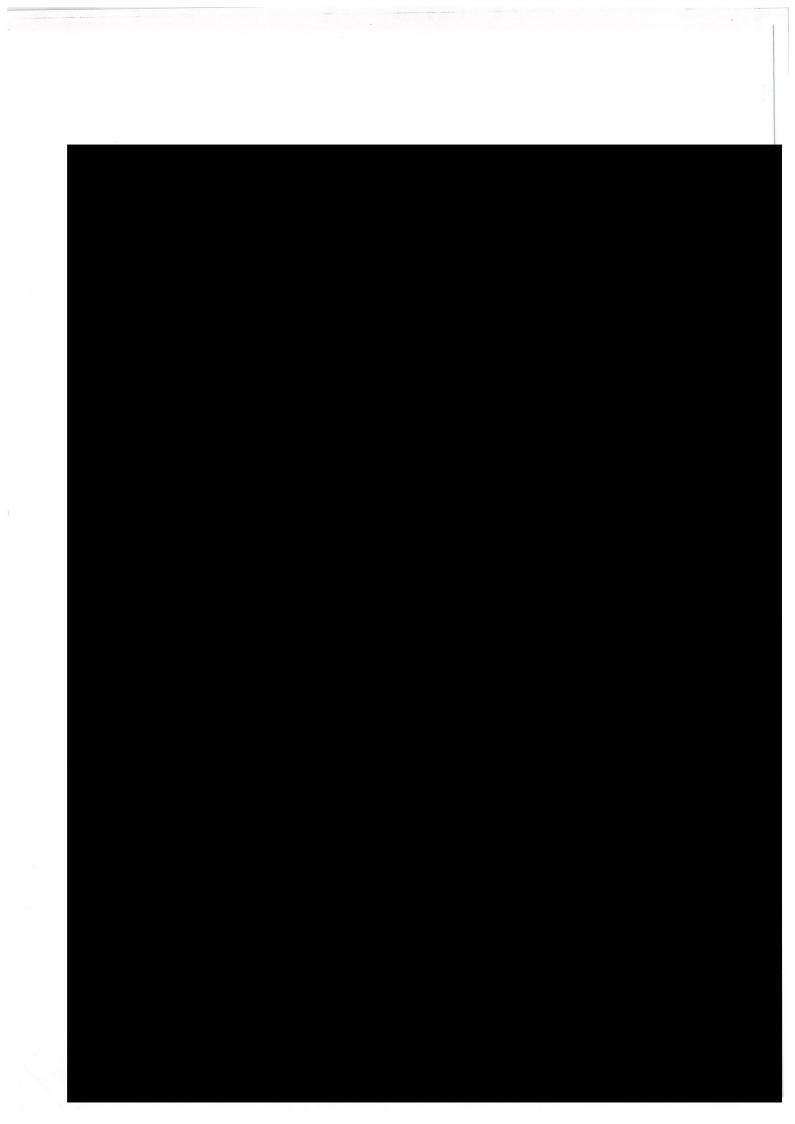


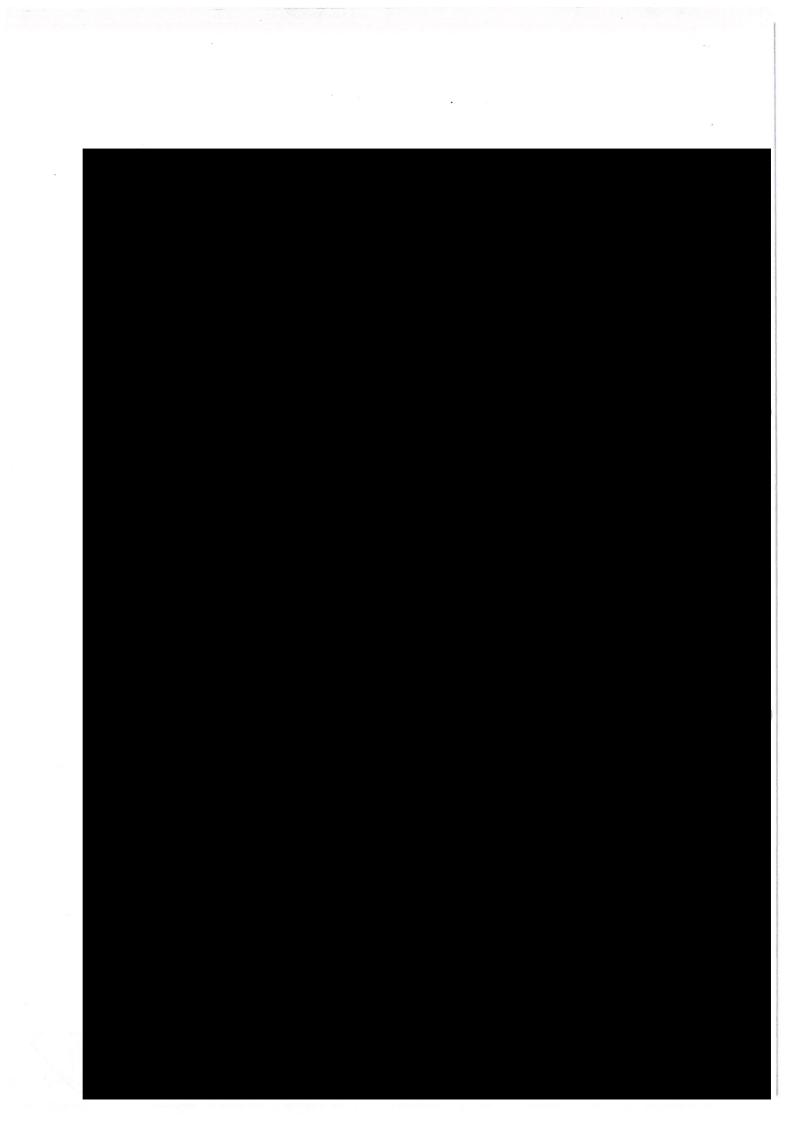


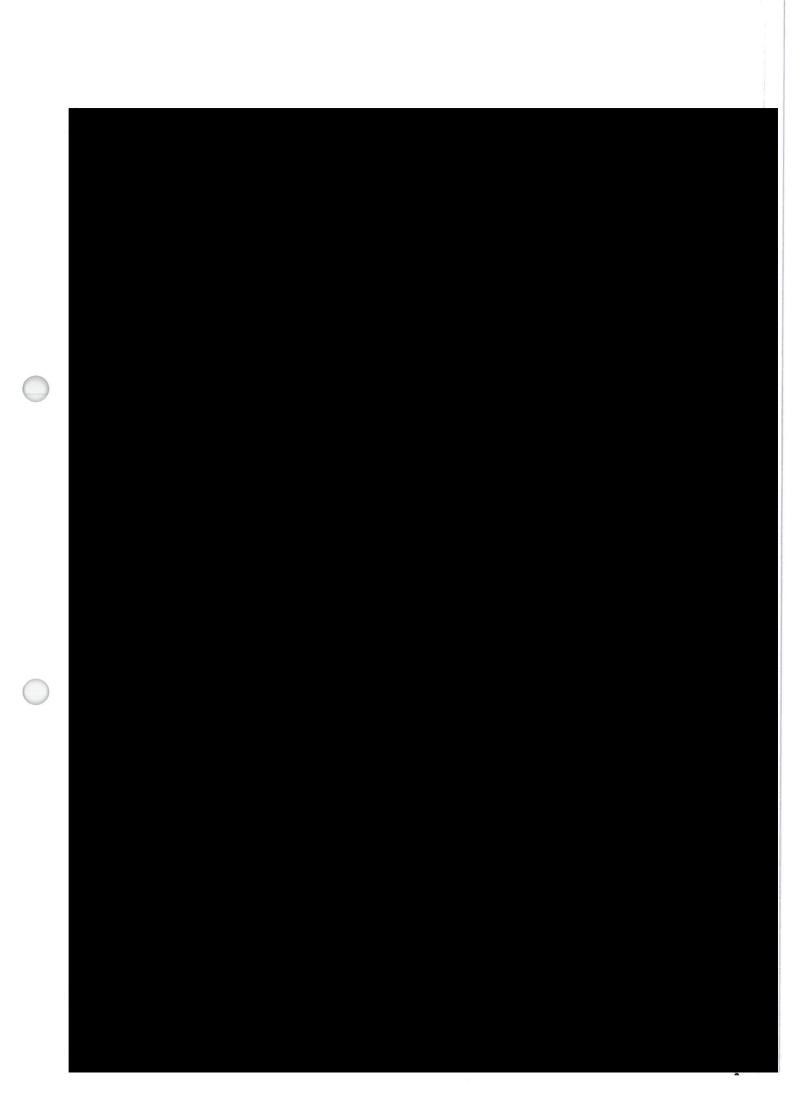




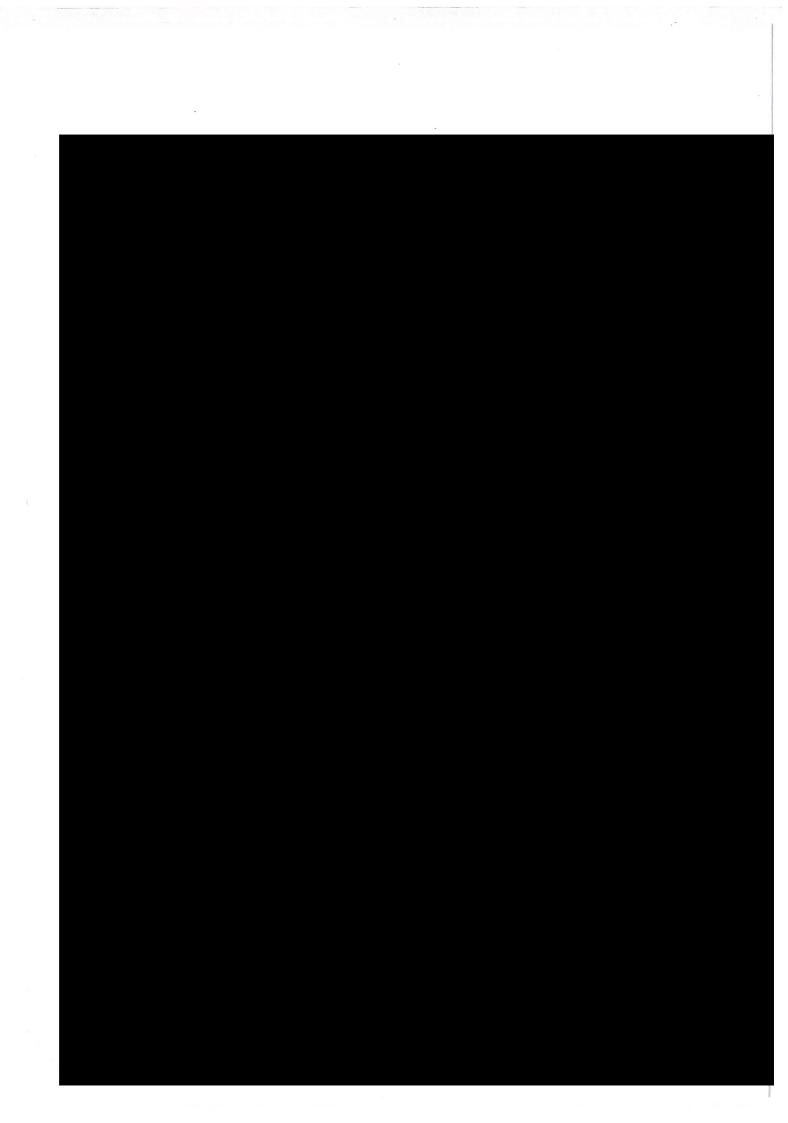




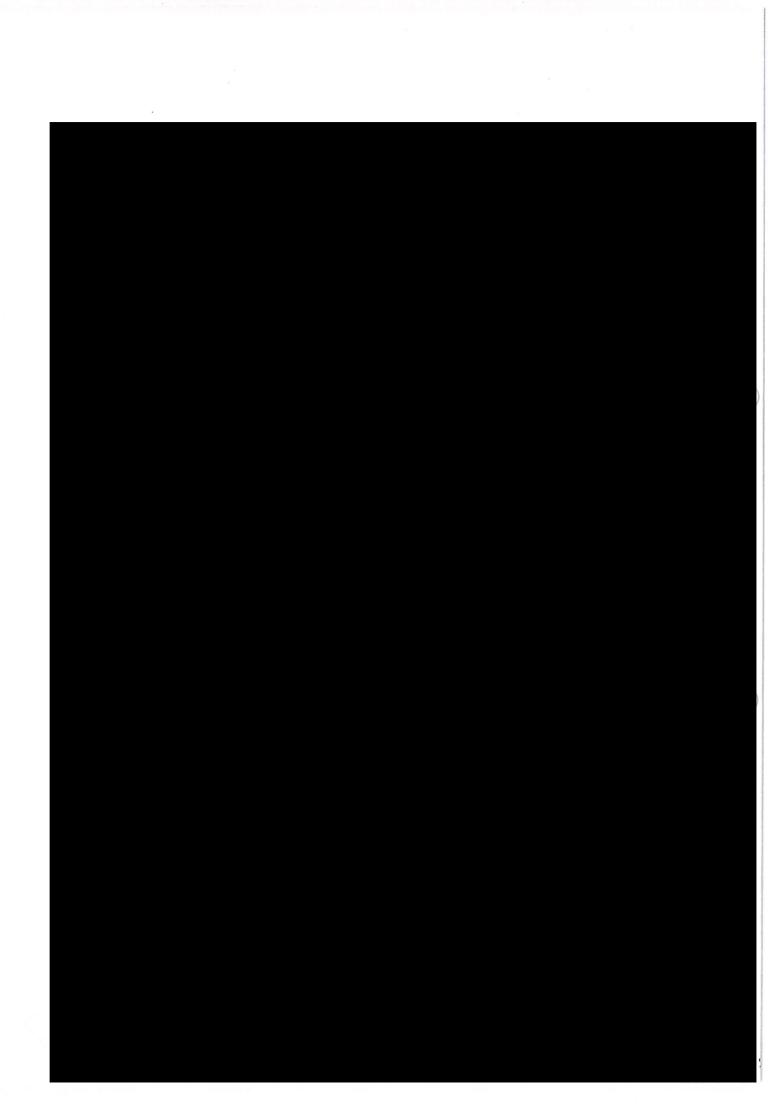


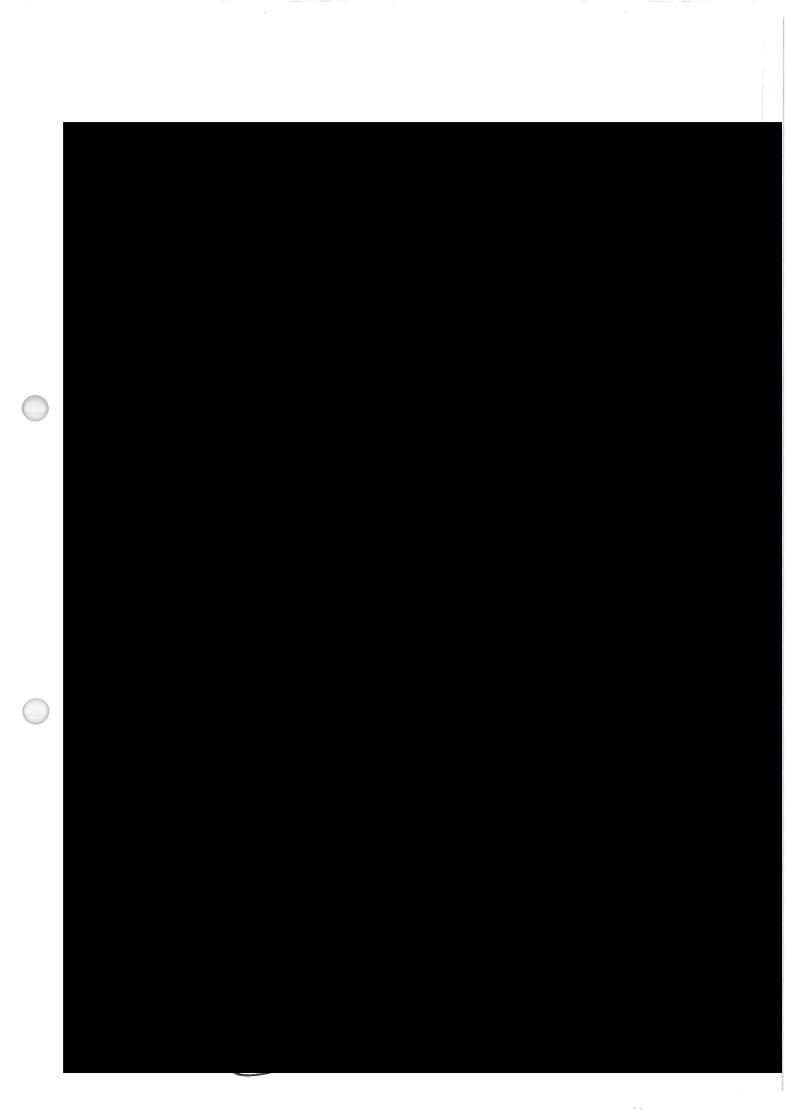


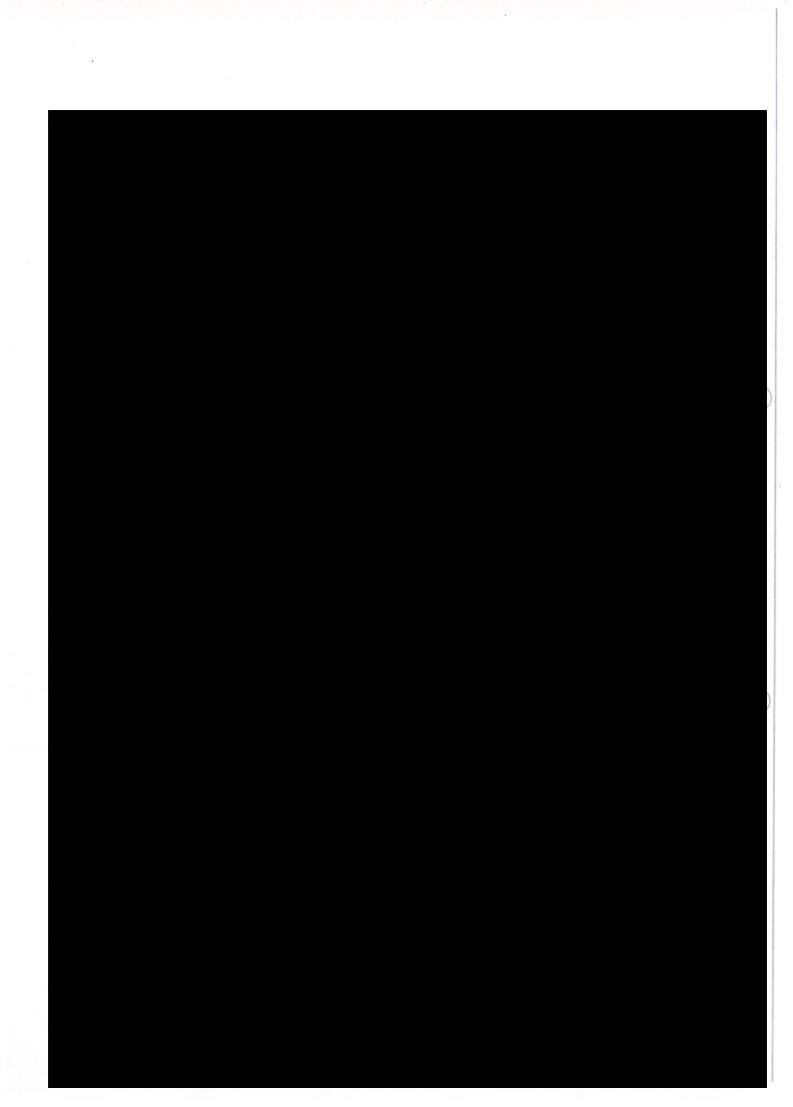






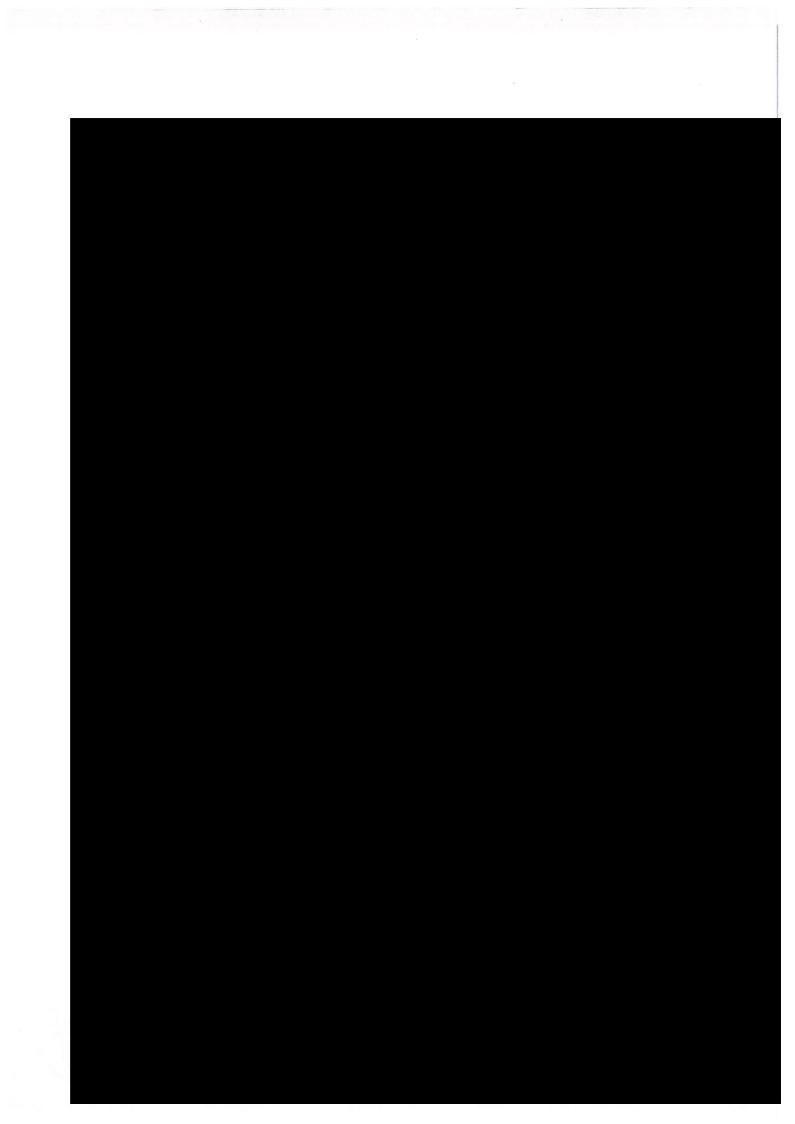


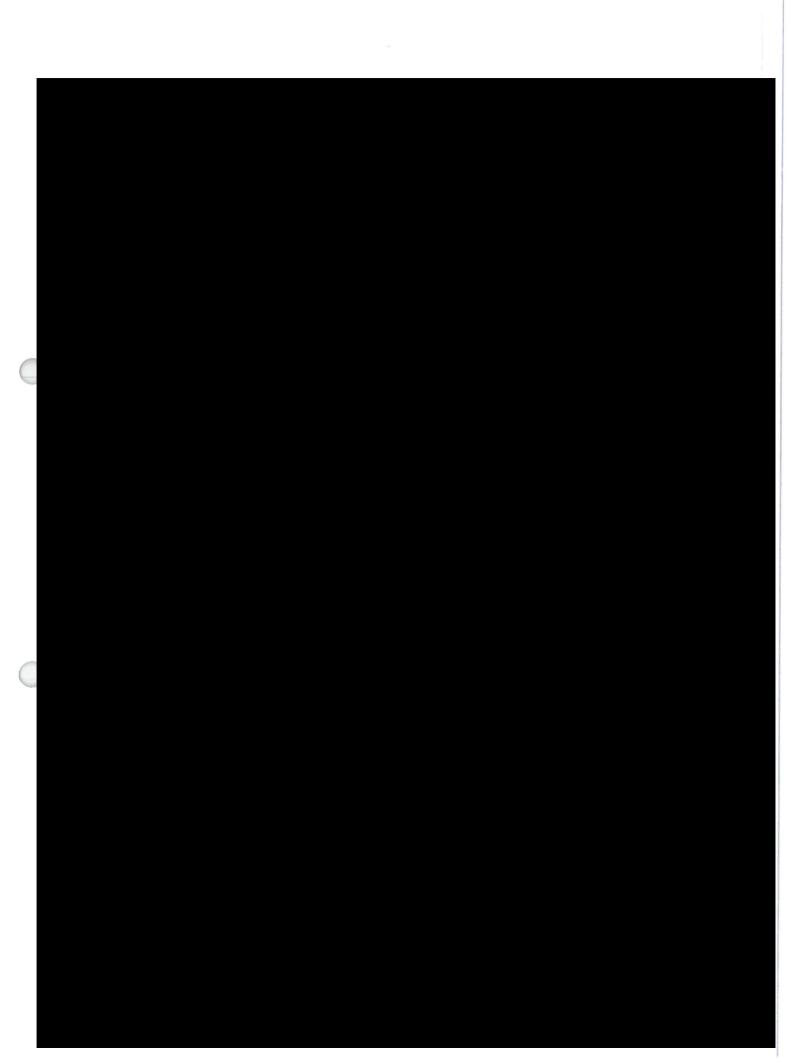




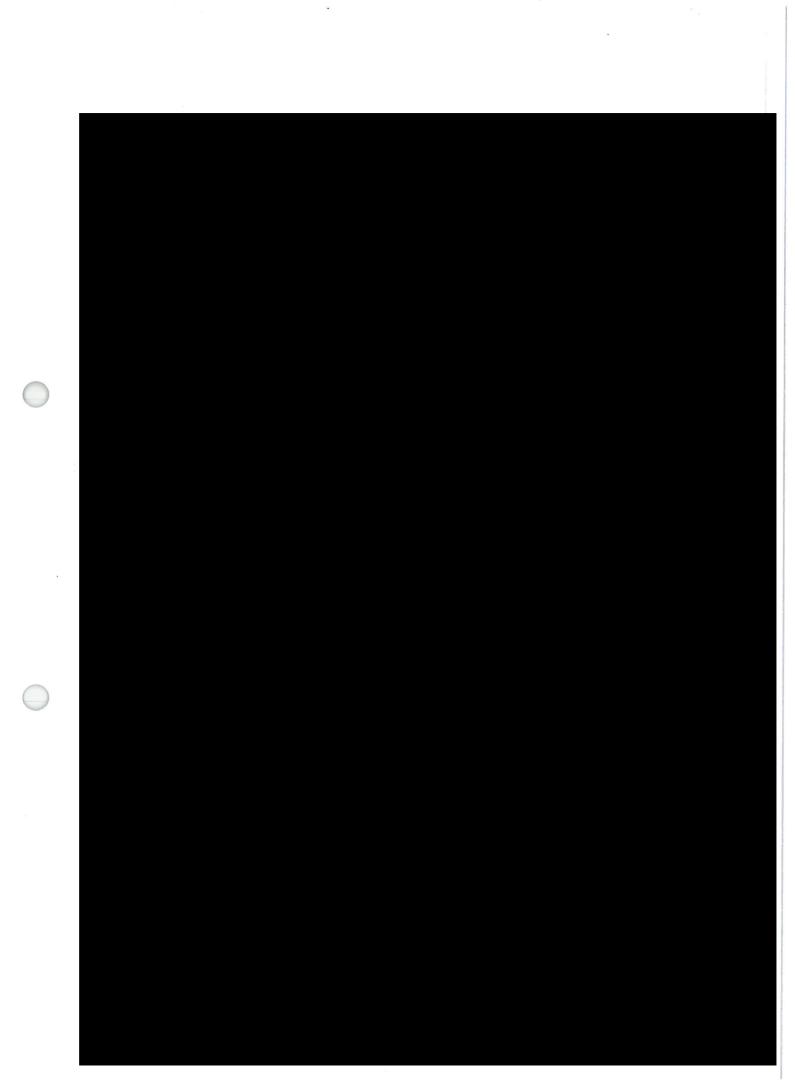


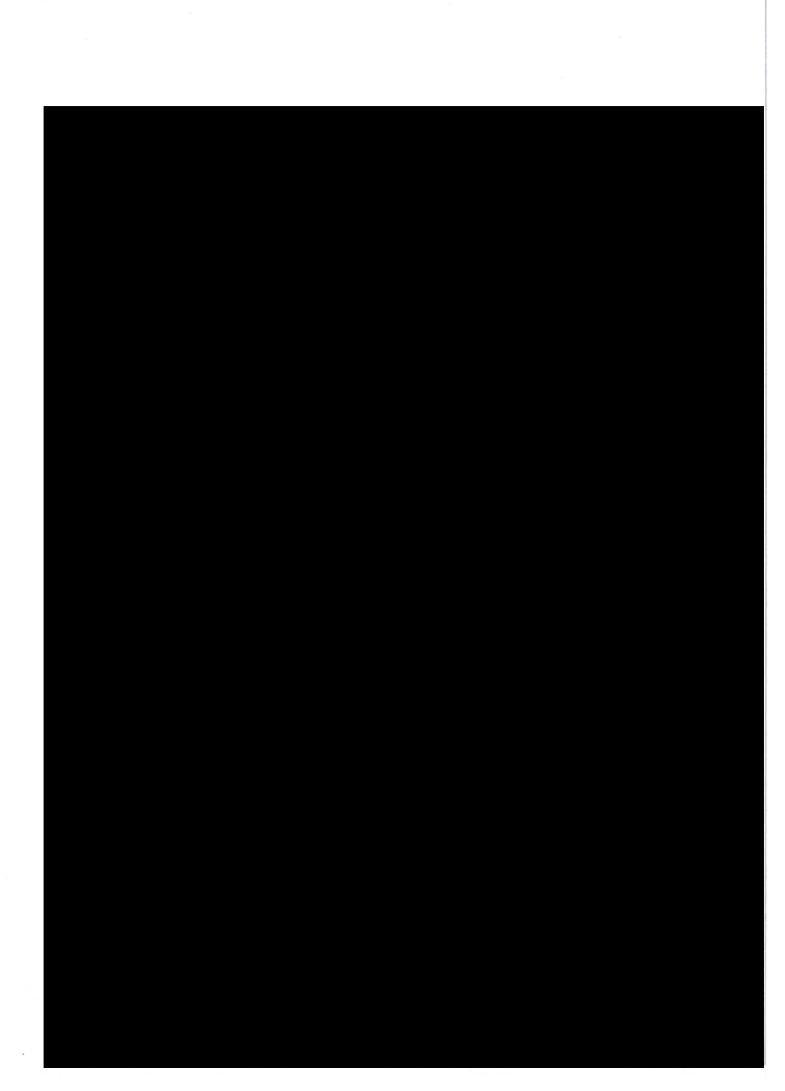
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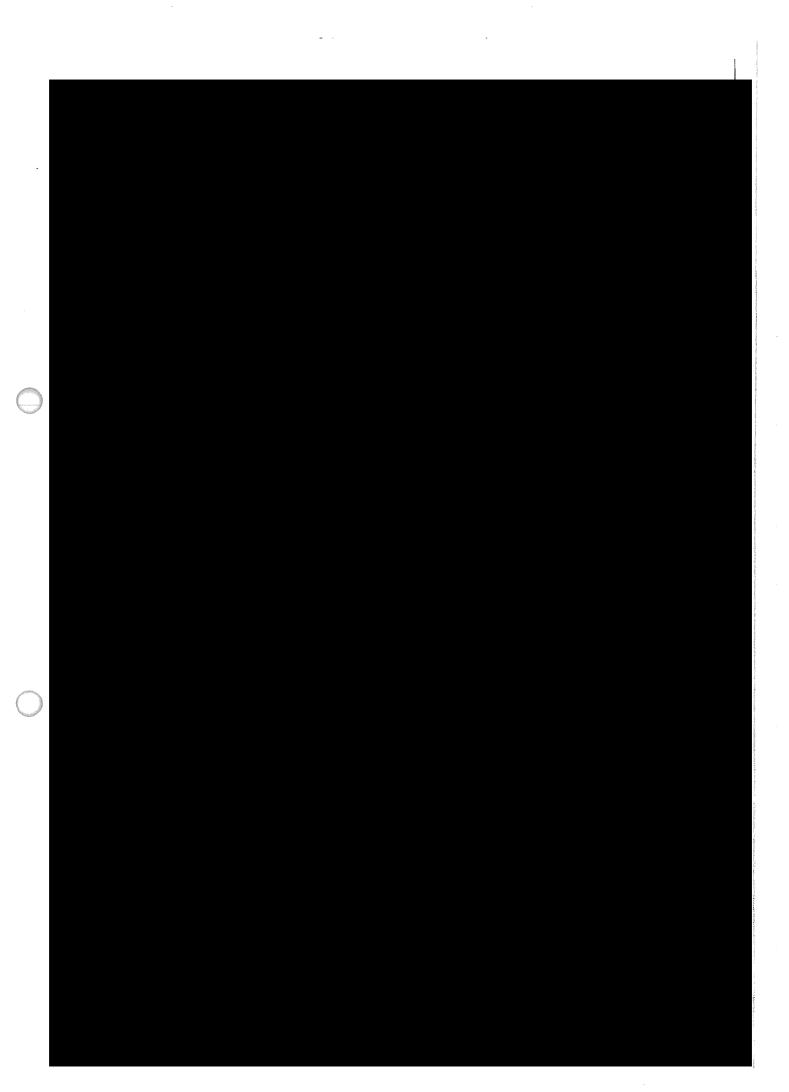


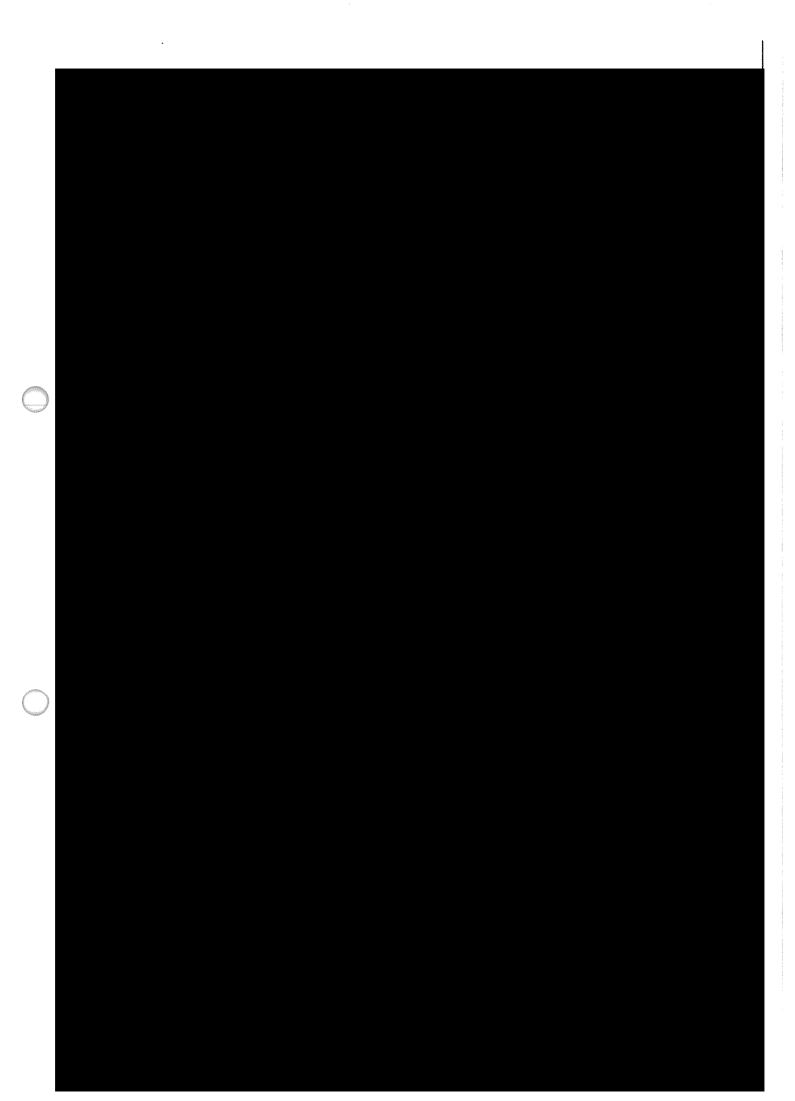


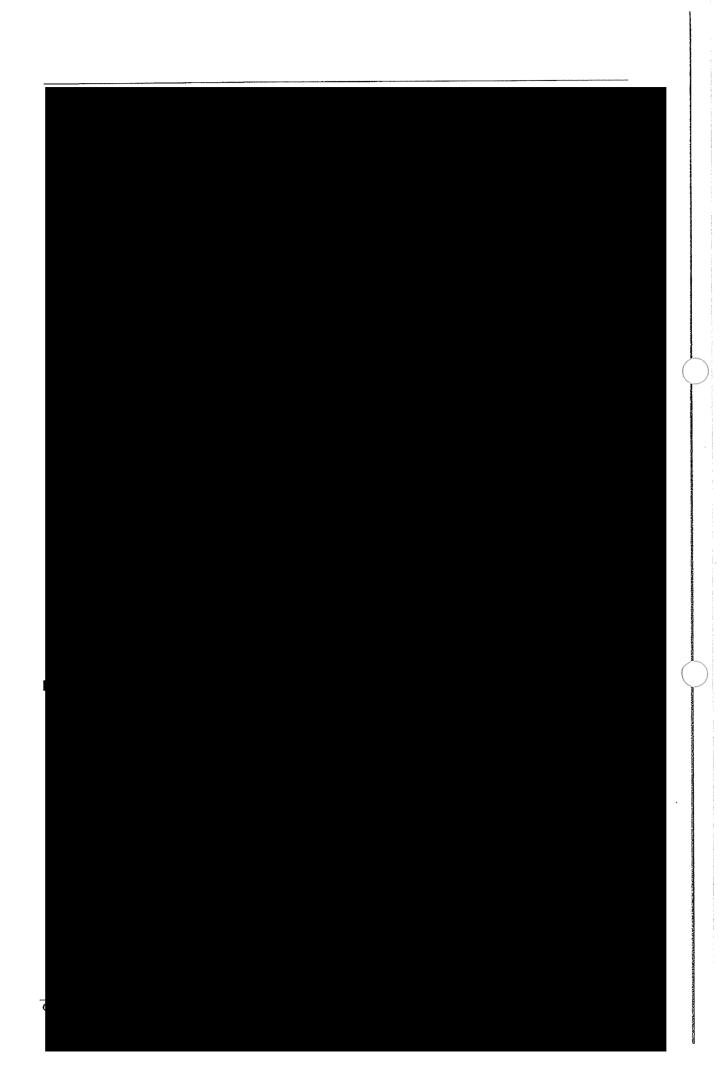


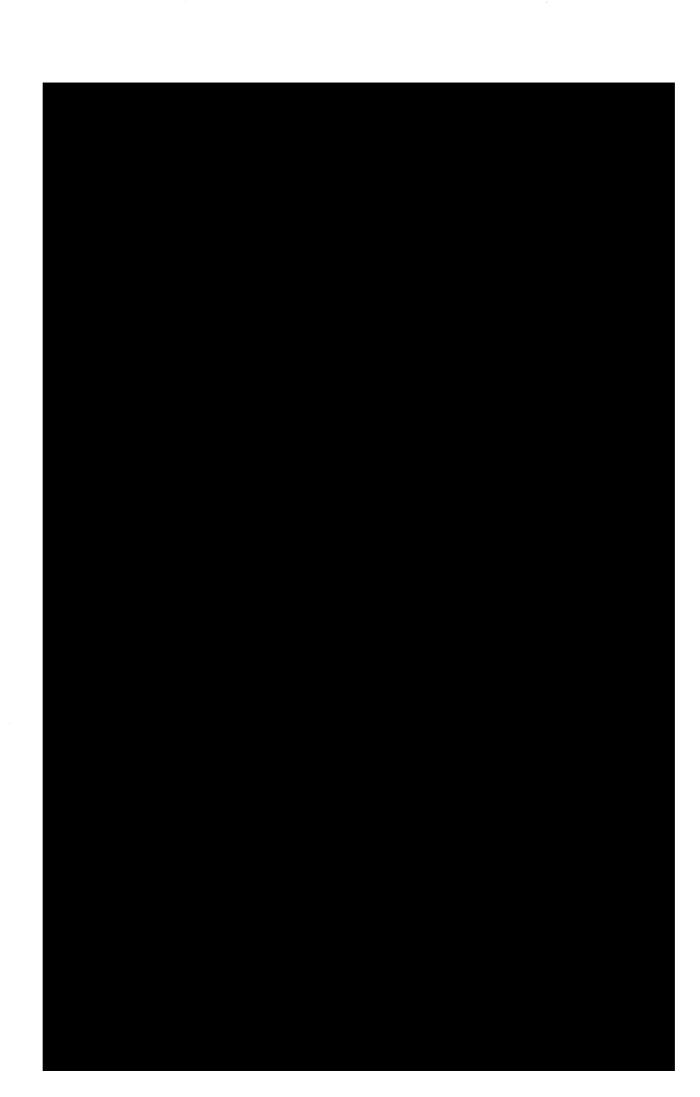














domiciled in the United States of America or Canada.

Notwithstanding the above, cover is provided to the Insured in respect of:

- 1. Products exported into those countries; and to
- 2. directors of the Insured or Employees who are non-resident in such countries; and any person or firm engaged in a consultative capacity in such countries.

Limits of Cover:

Limit in respect of each Occurrence but limited in aggregate for all Occurrences in respect of Products \$50,000,000

Agreed Loss

Adjuster:

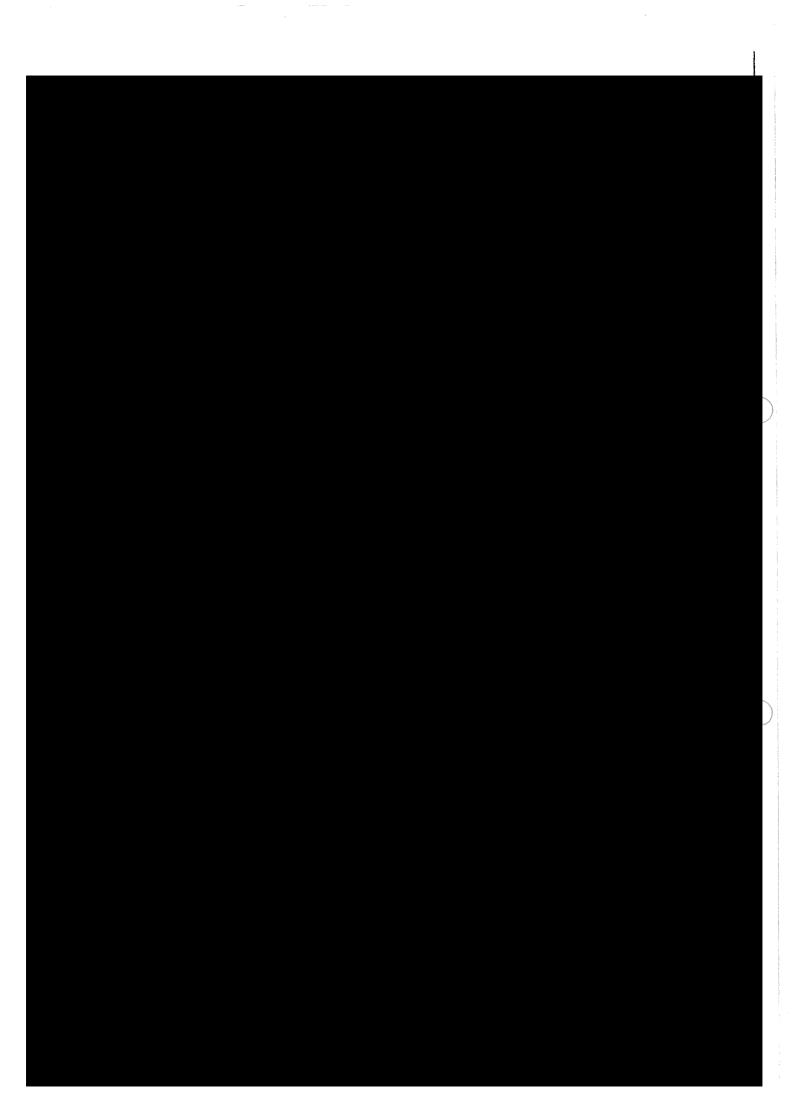
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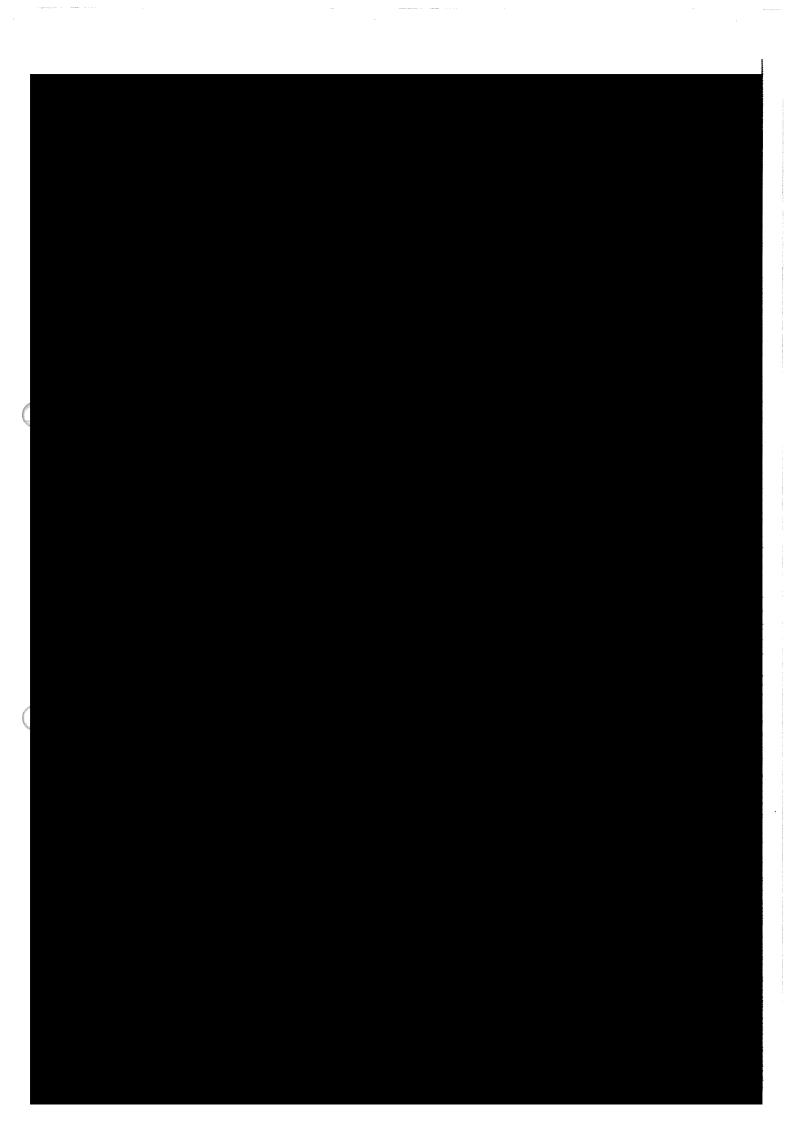
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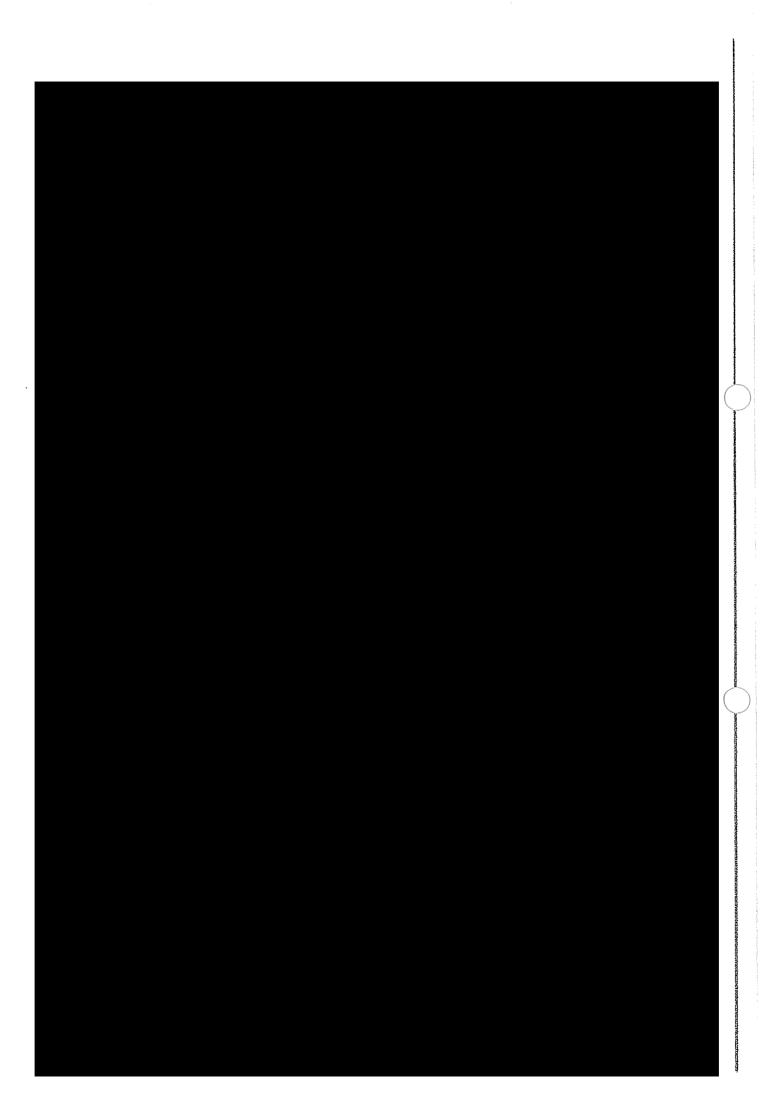
AUD250,000 each and every Occurrence (costs inclusive)

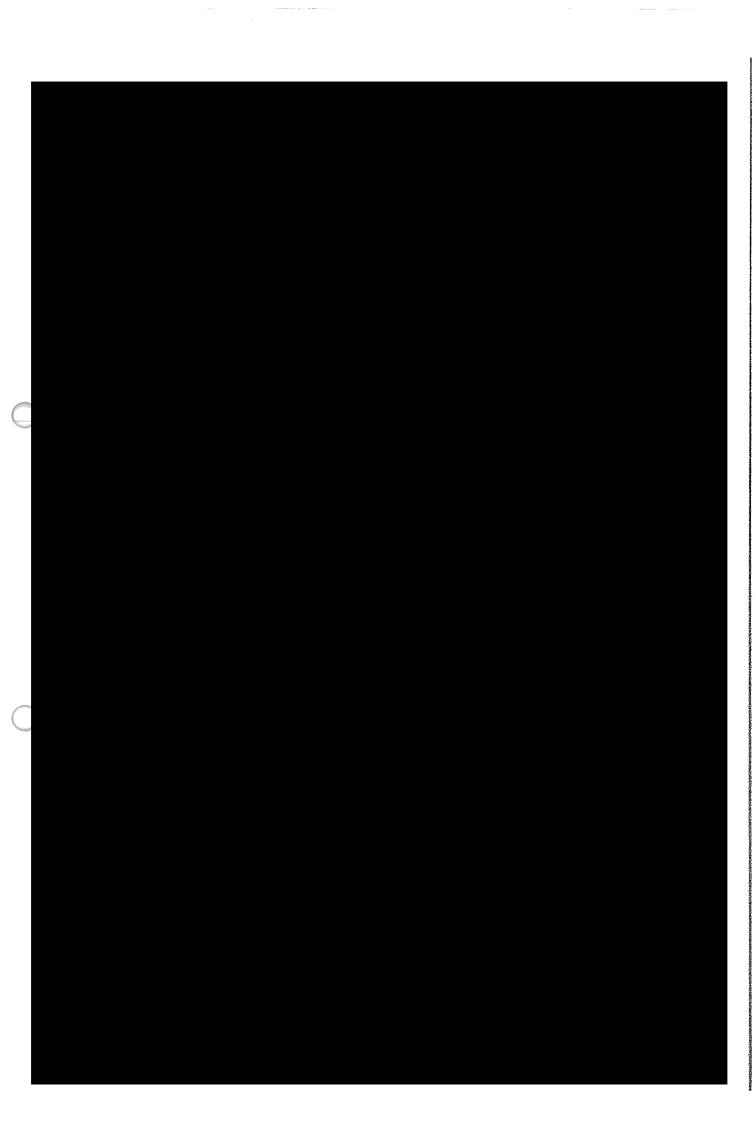
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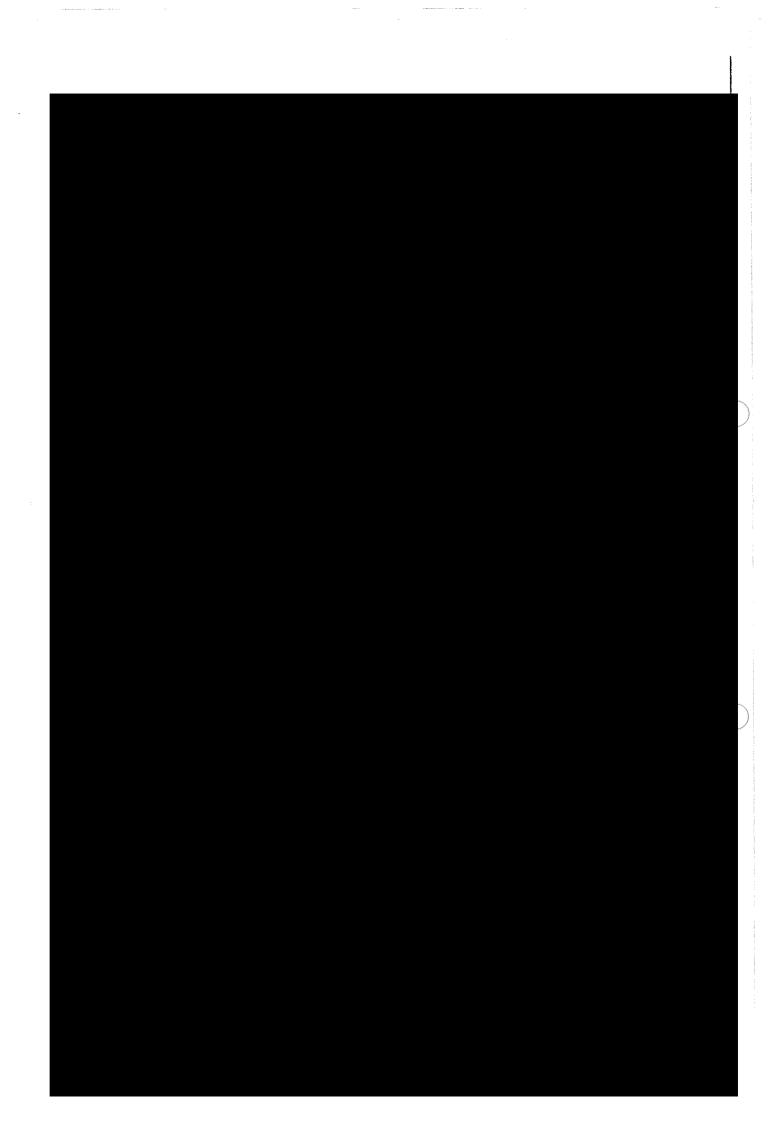
Page 3

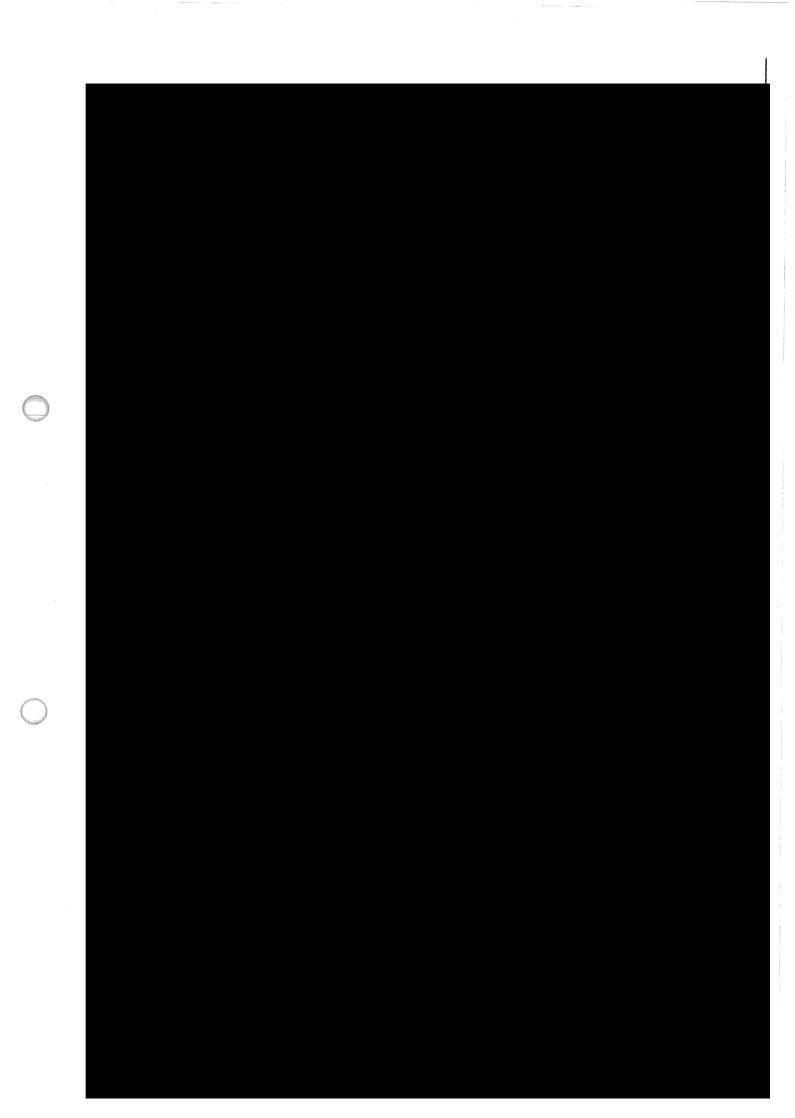


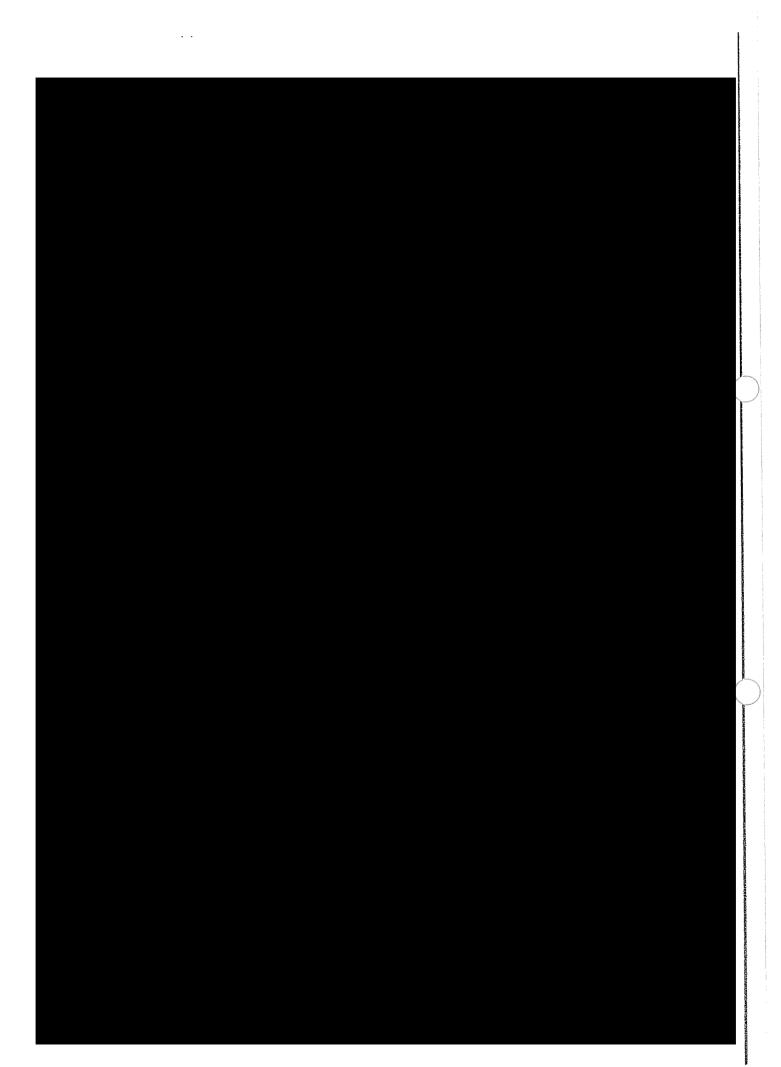




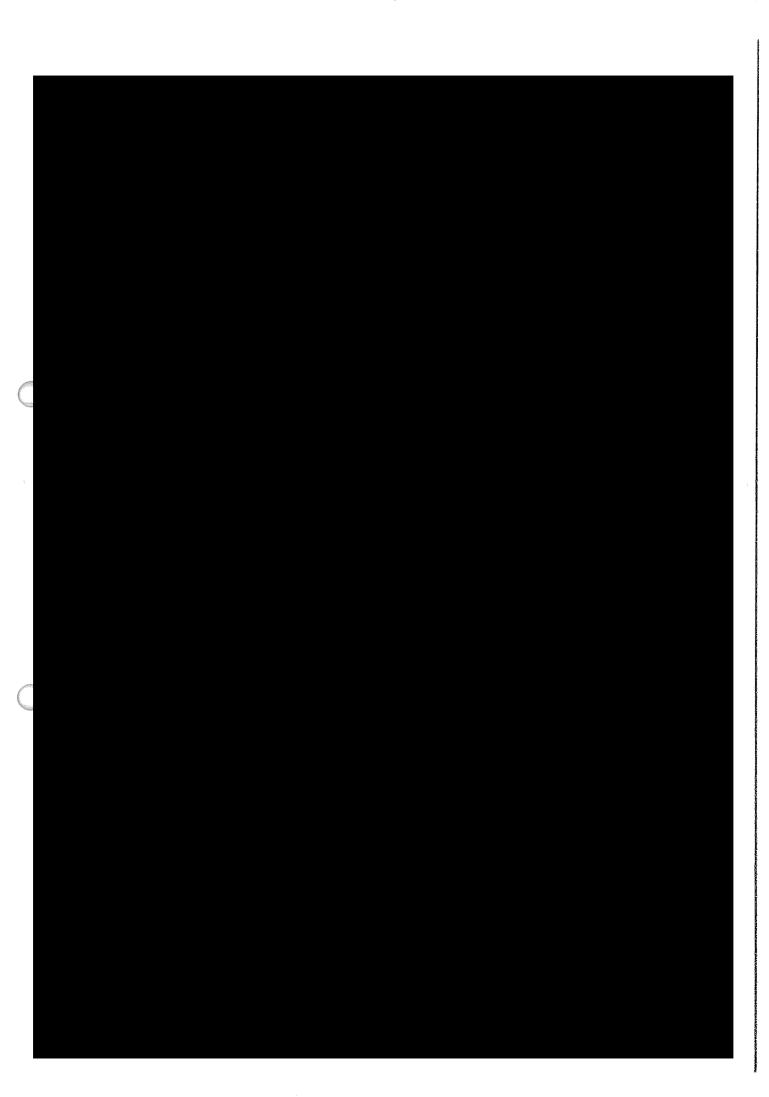


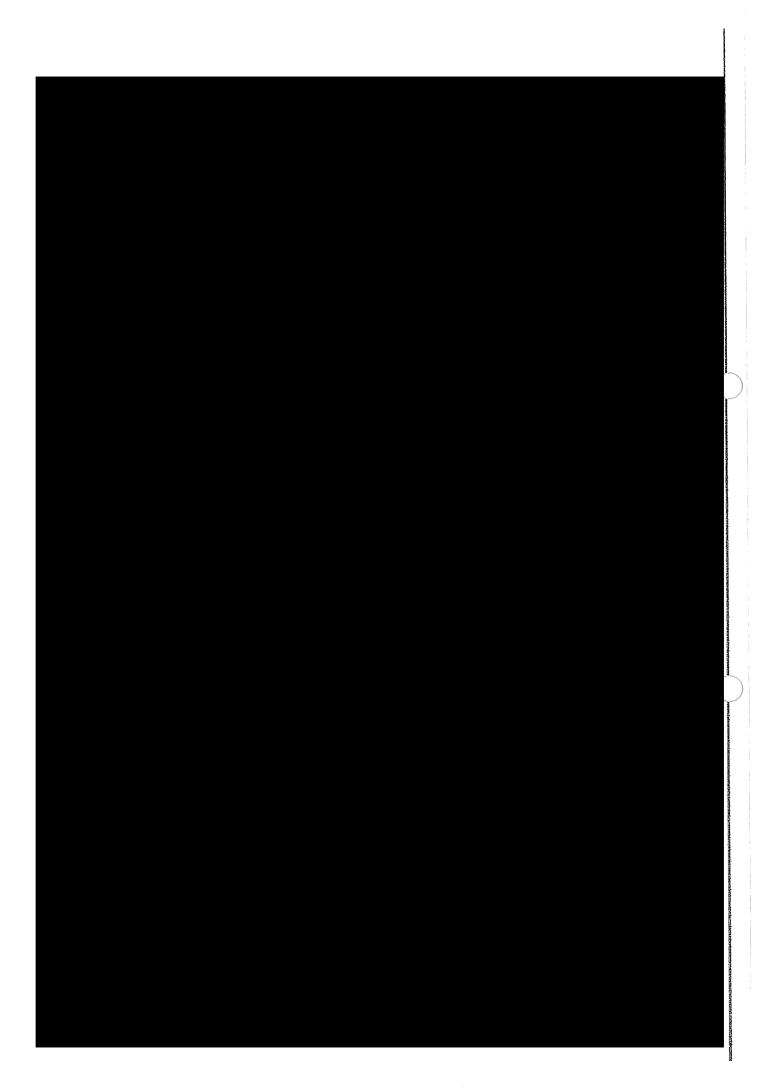


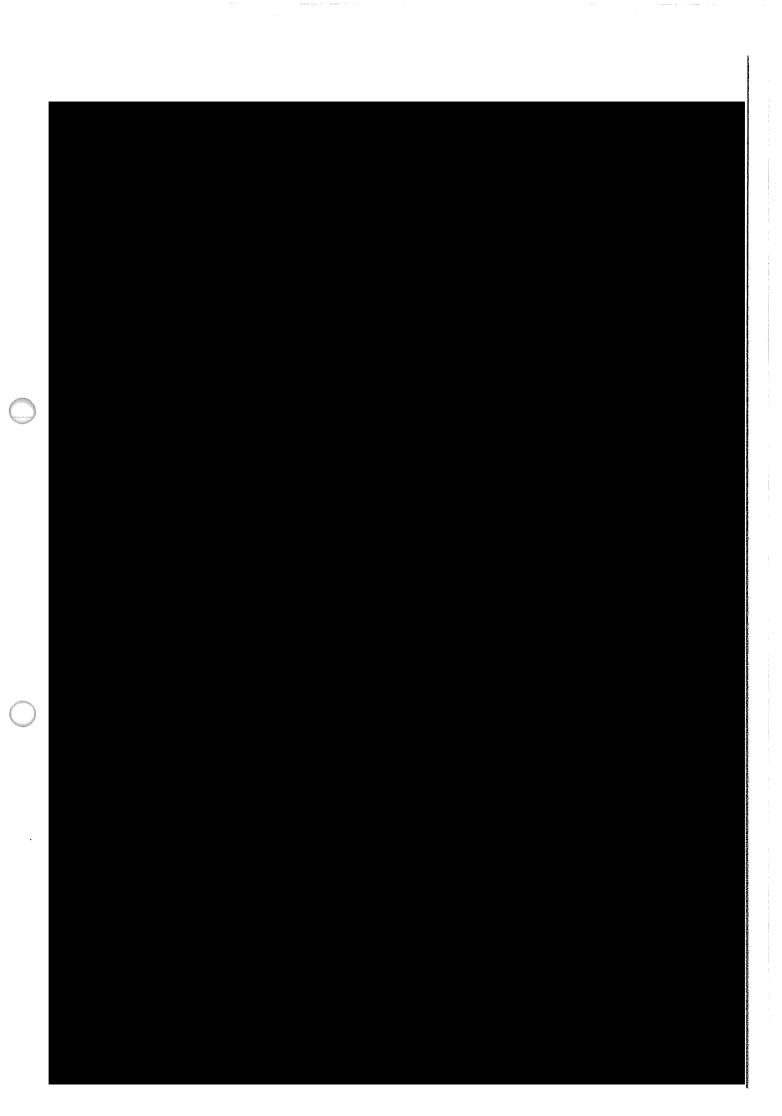


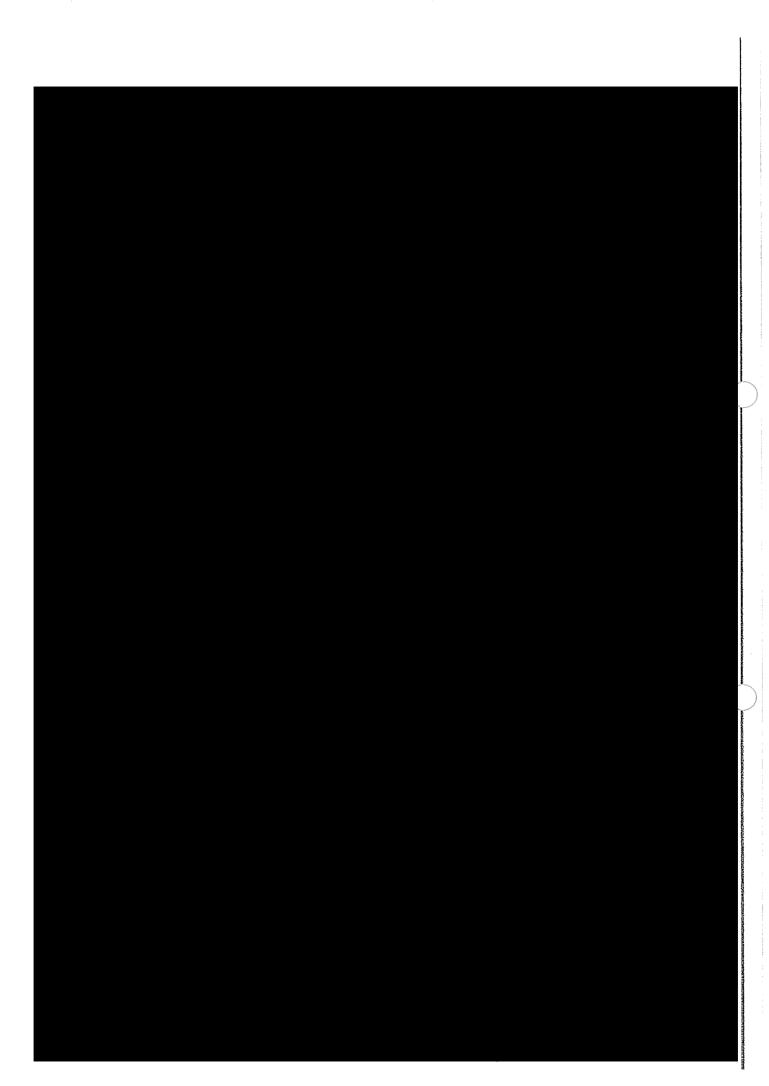


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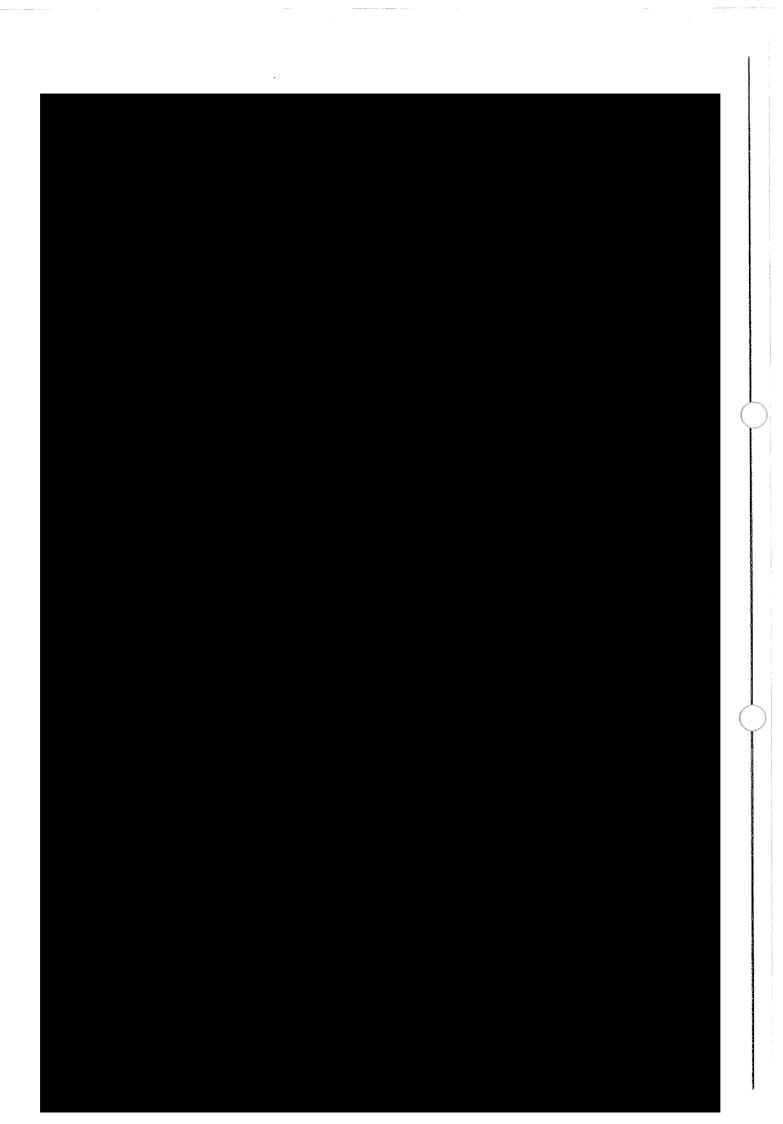


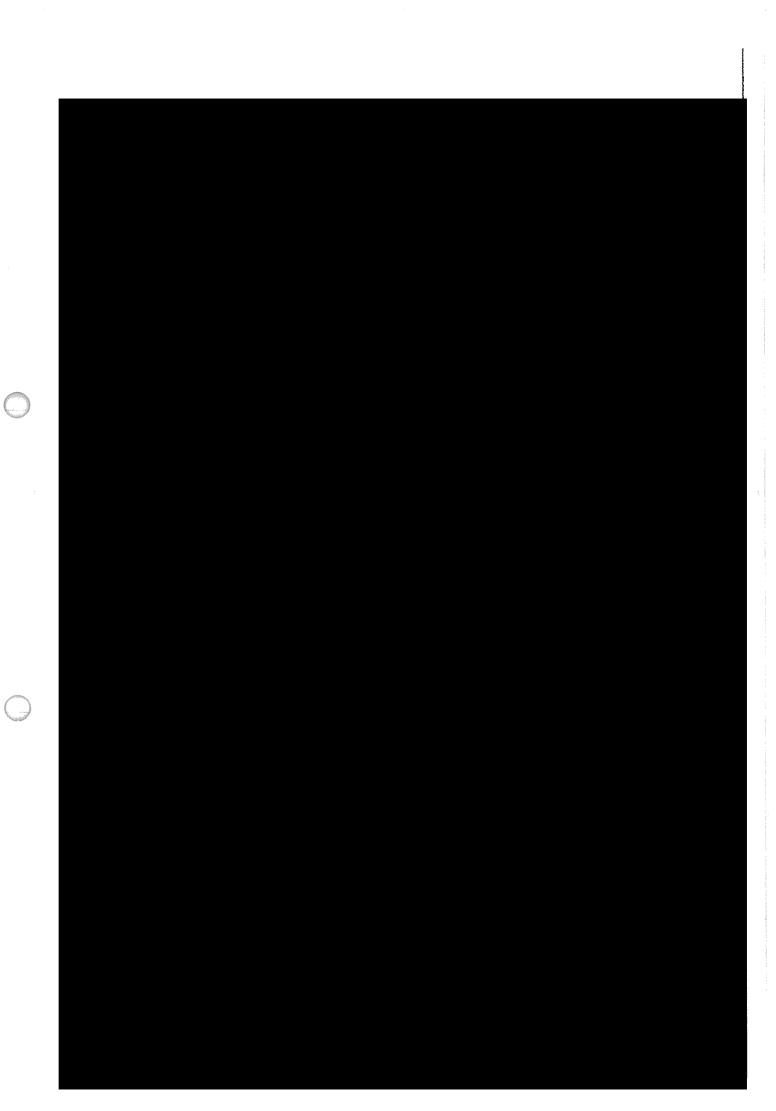


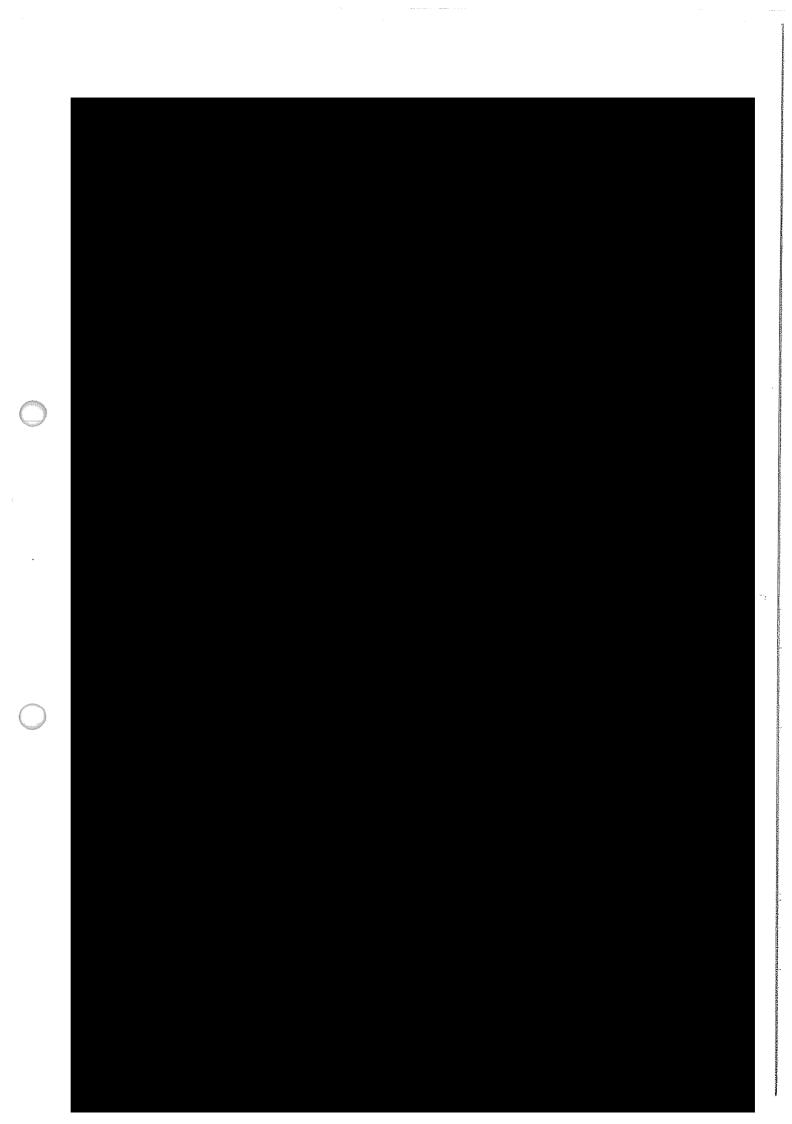




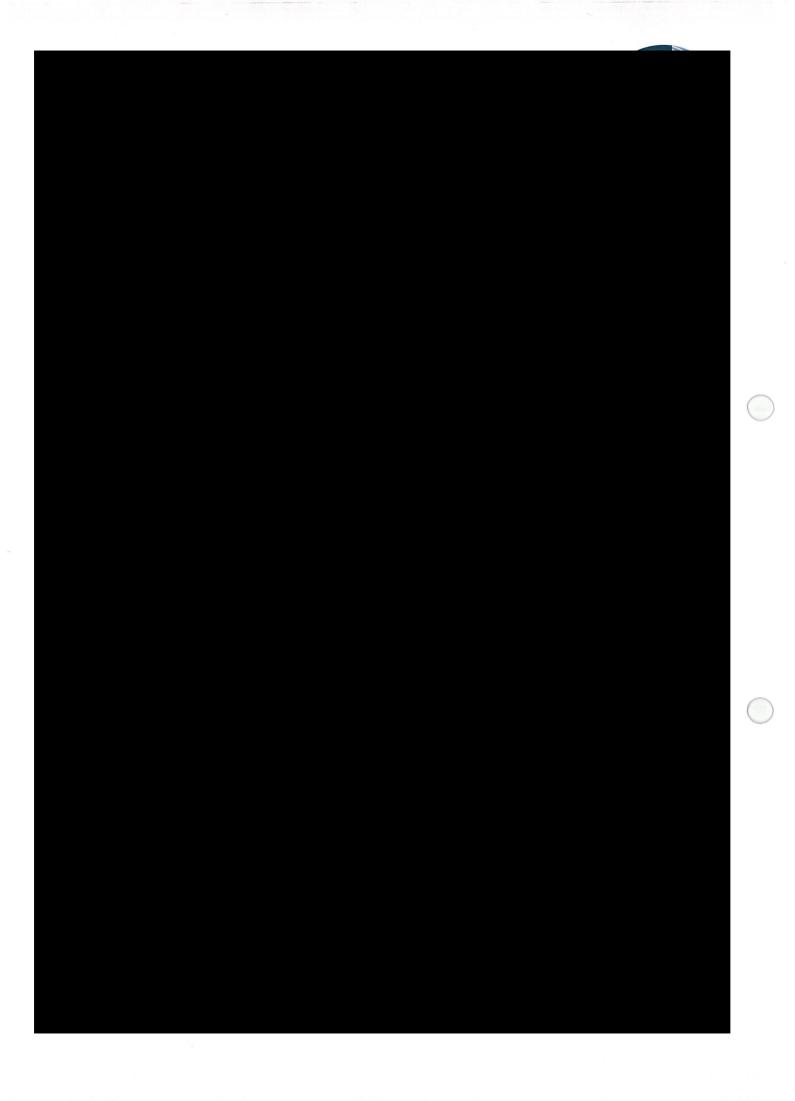




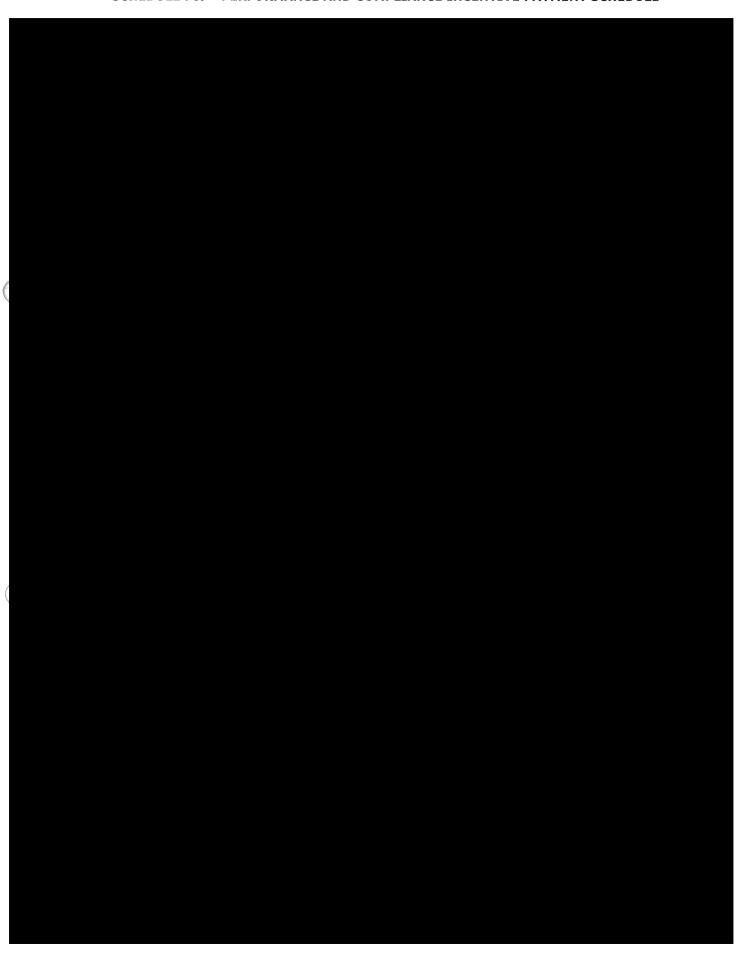


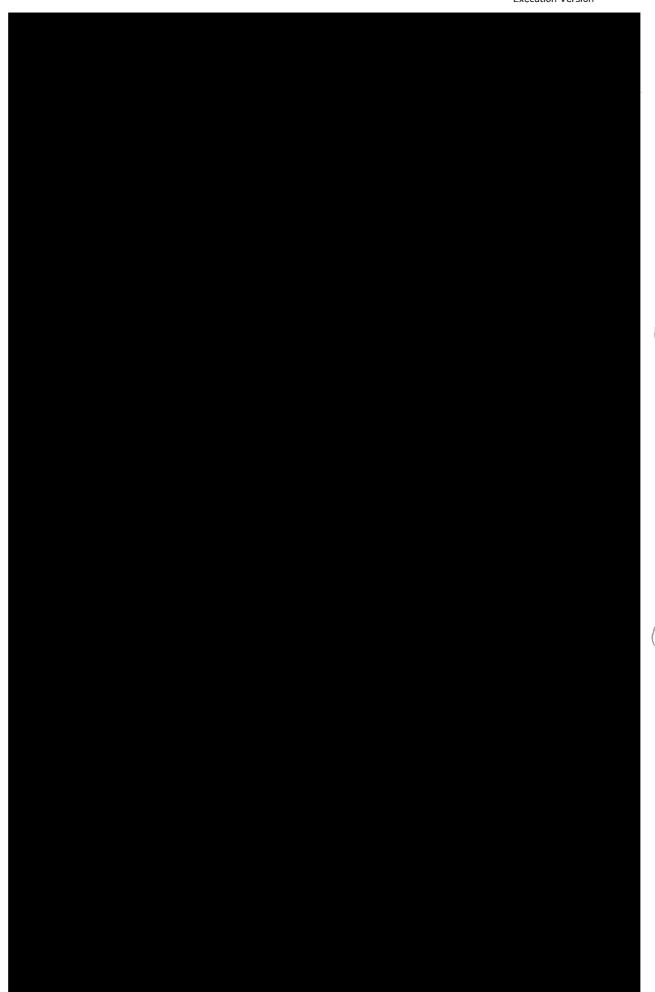


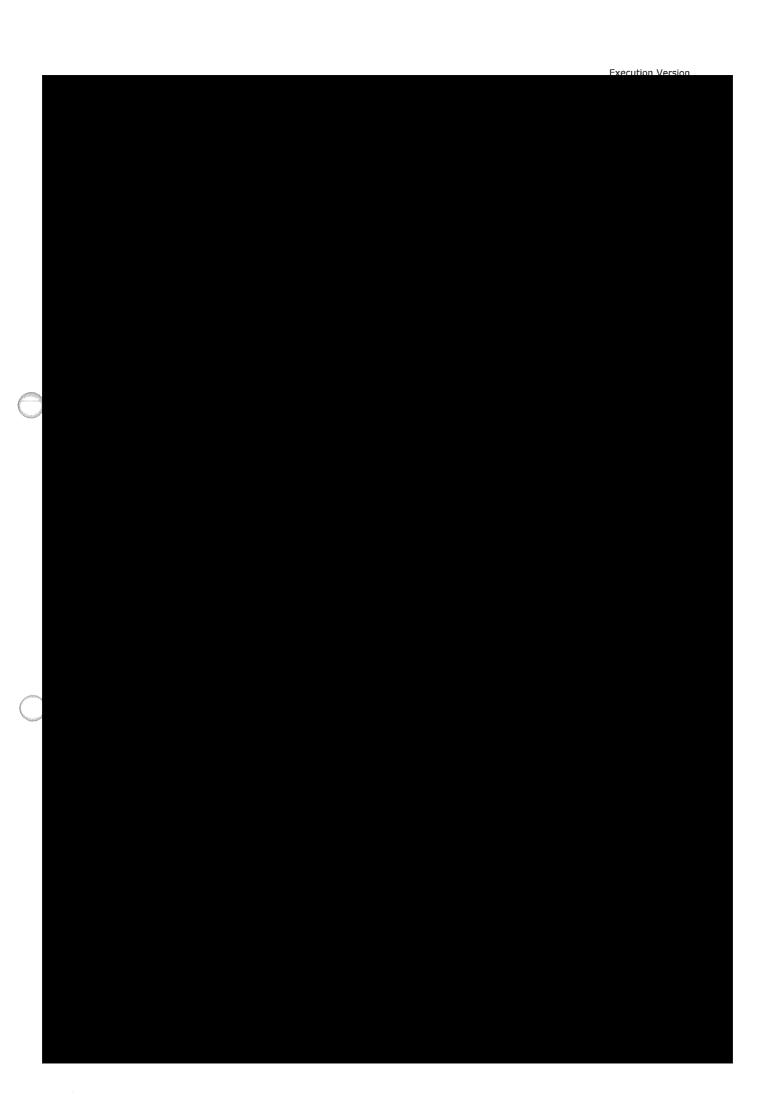




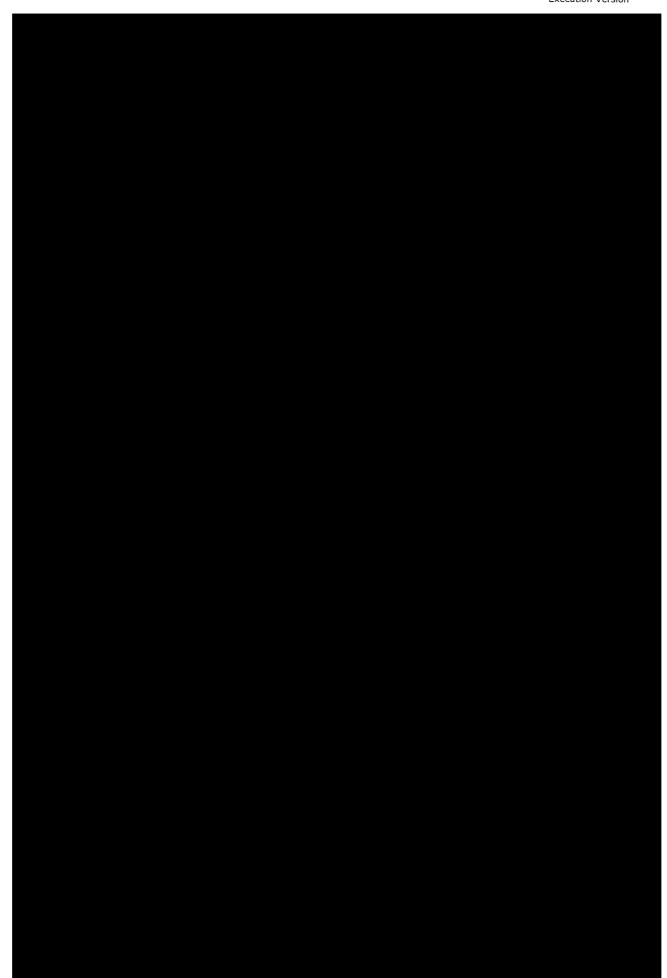
SCHEDULE F6. - PERFORMANCE AND COMPLIANCE INCENTIVE PAYMENT SCHEDULE

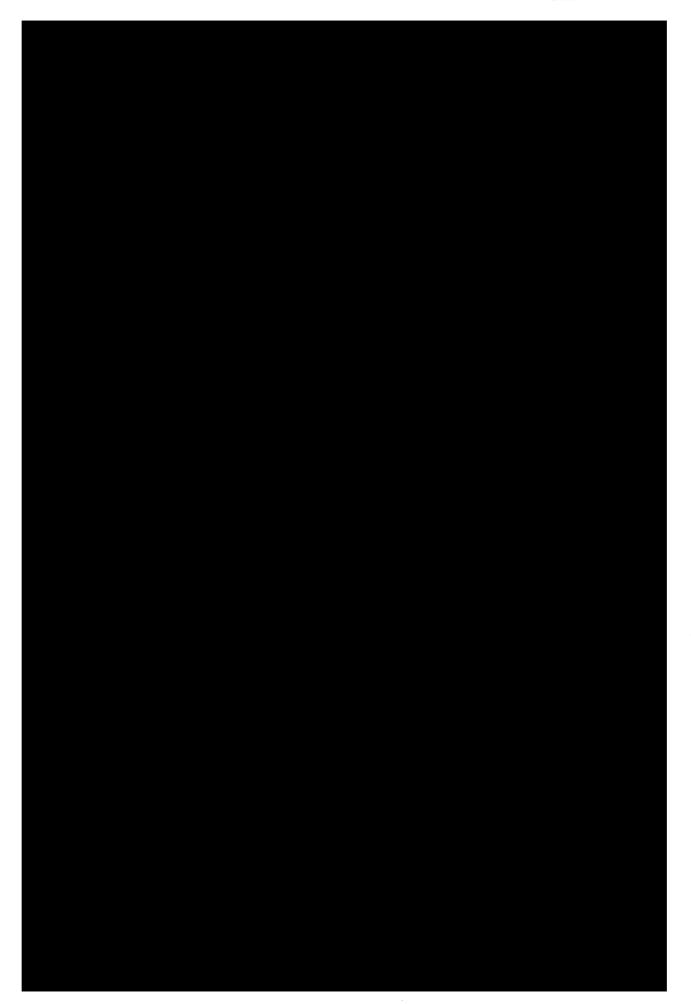


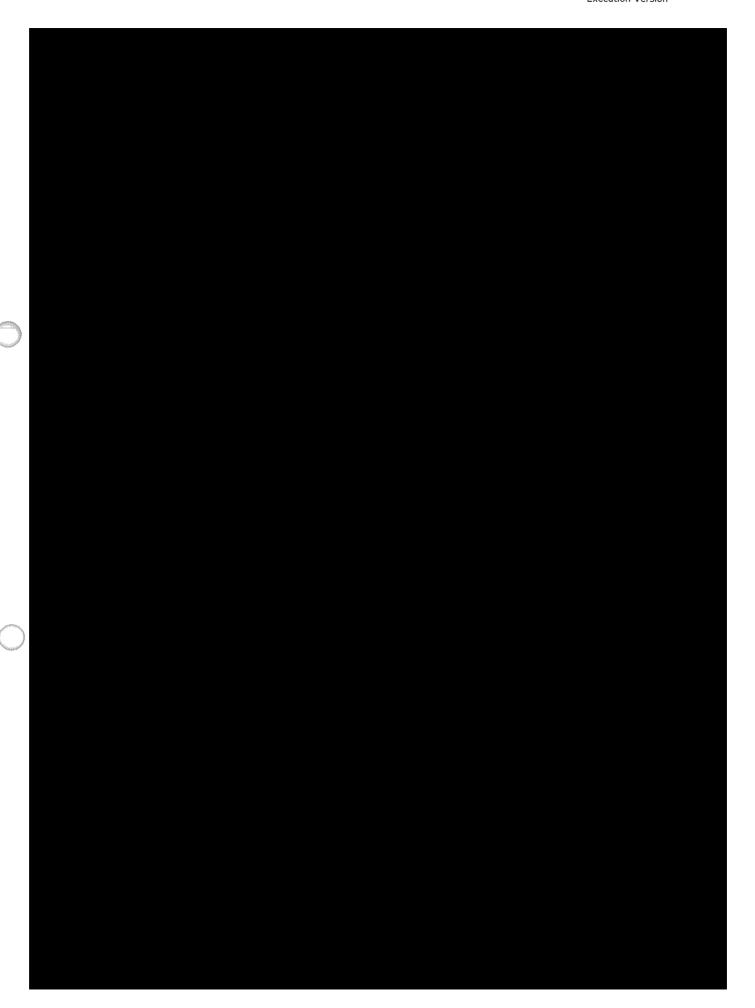




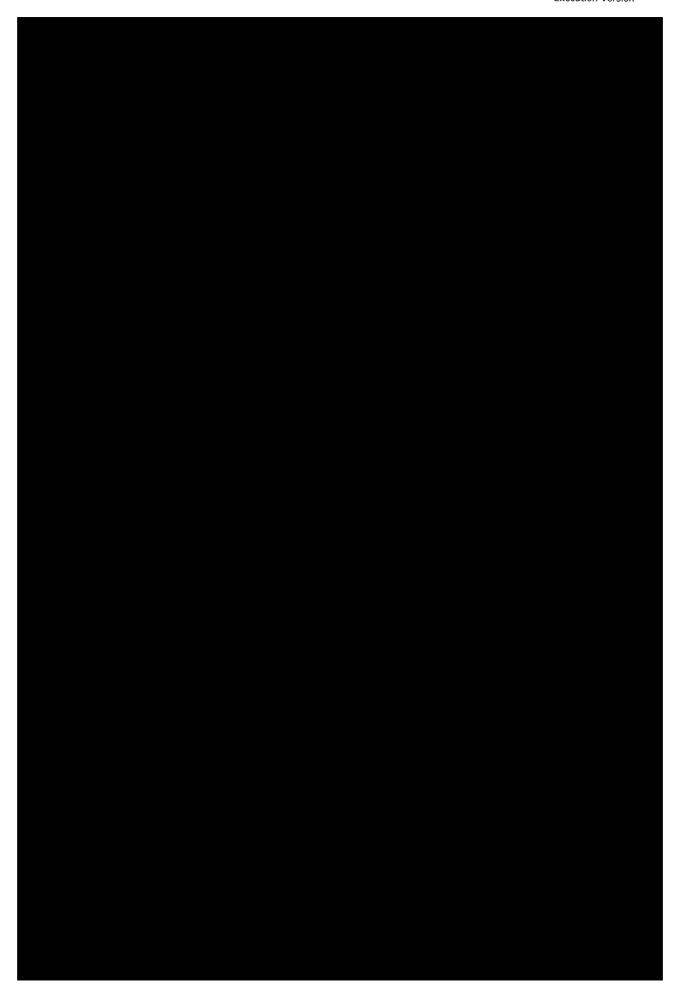




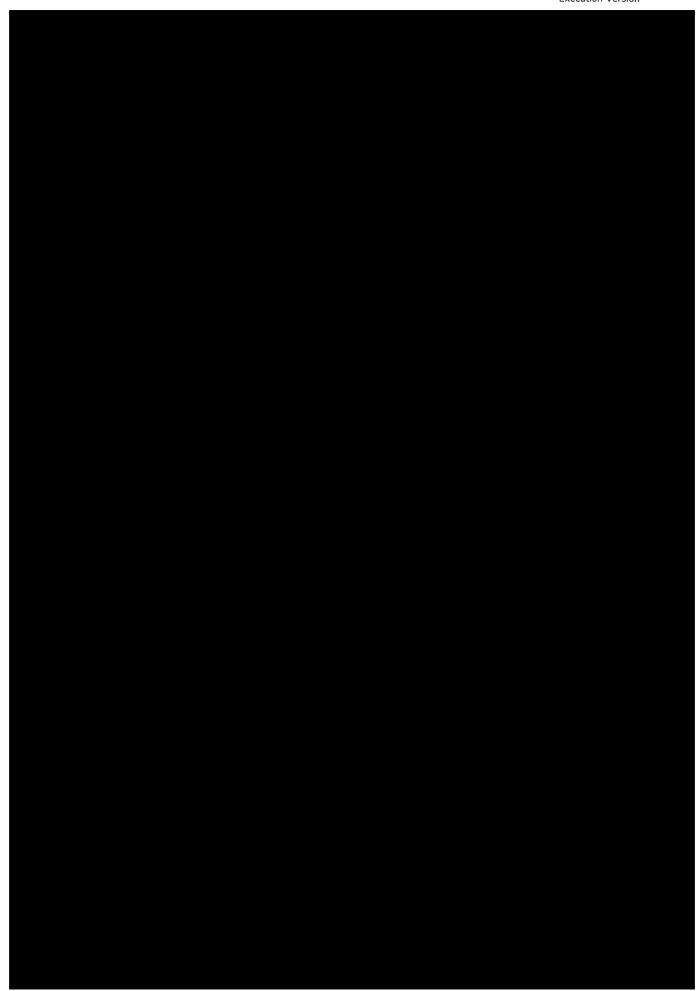


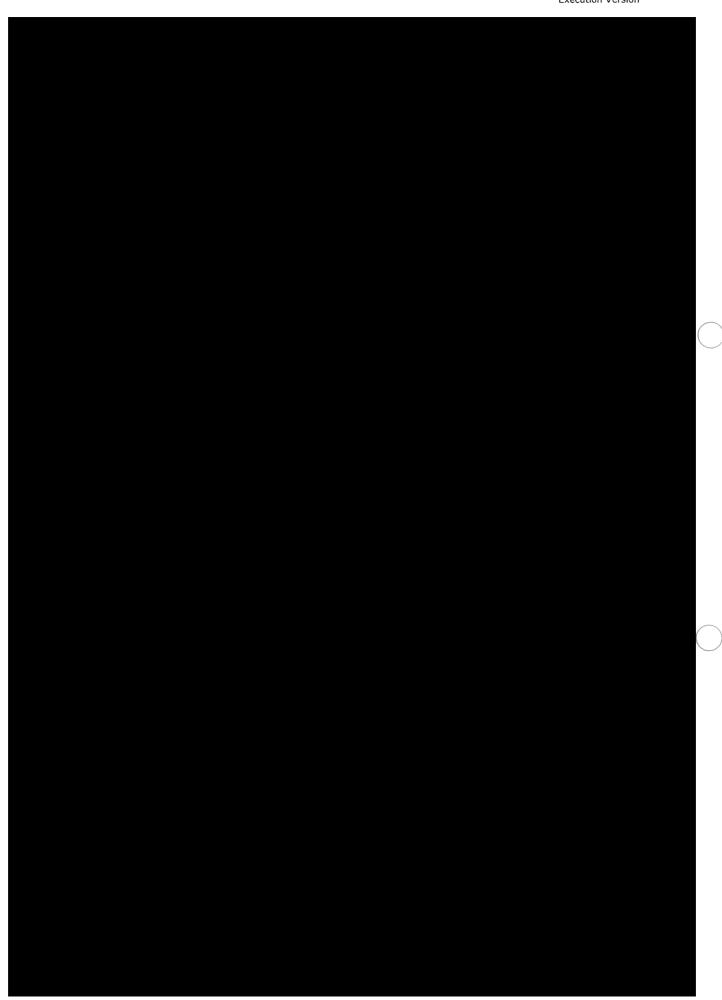


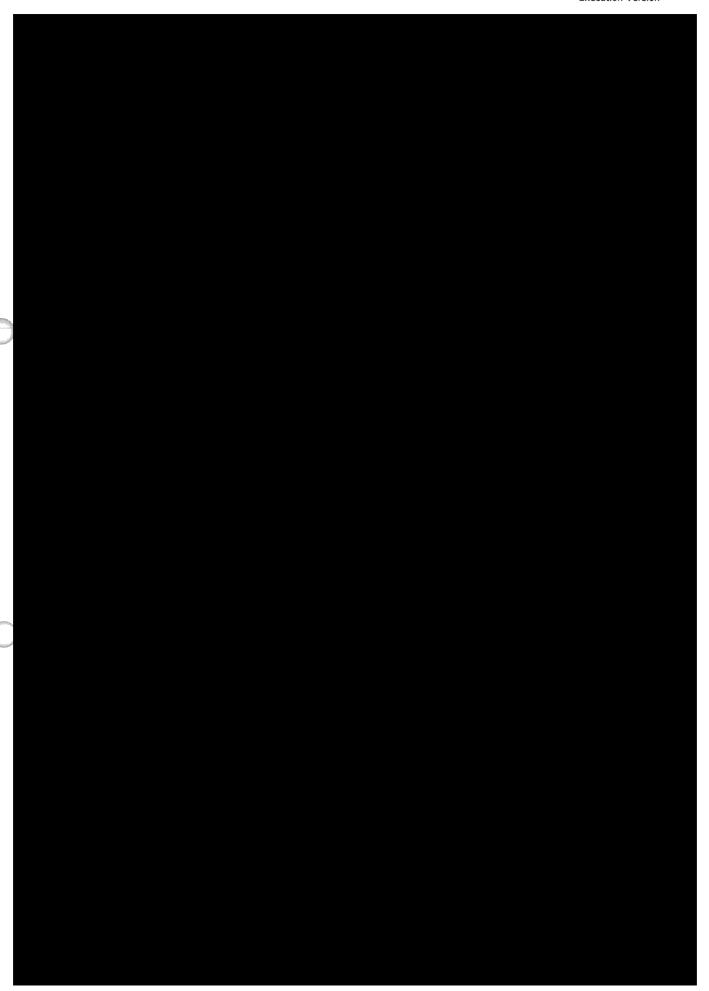




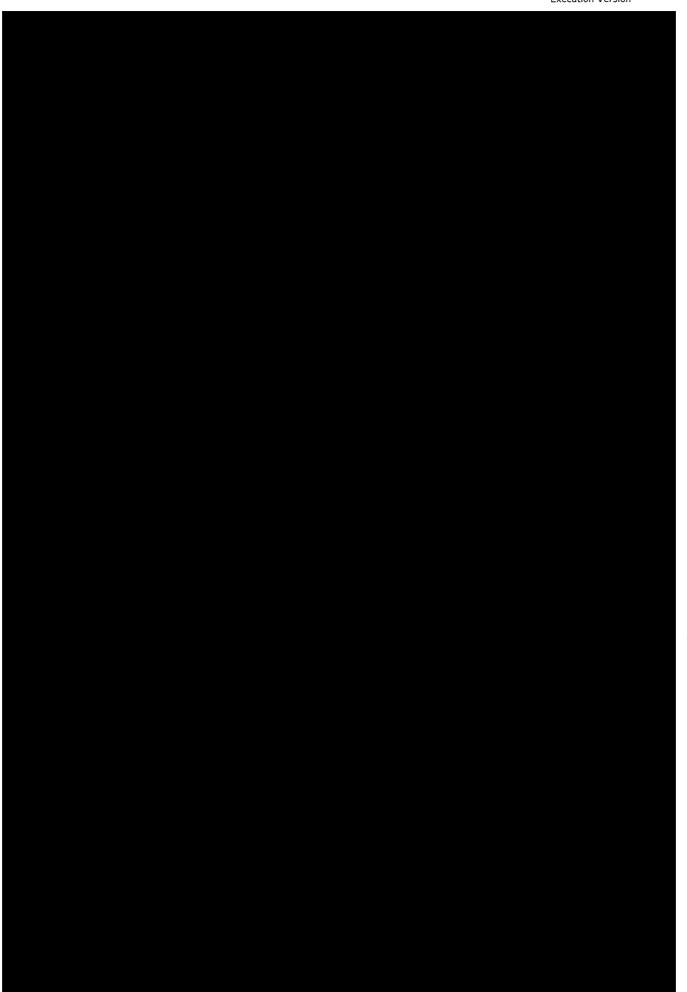


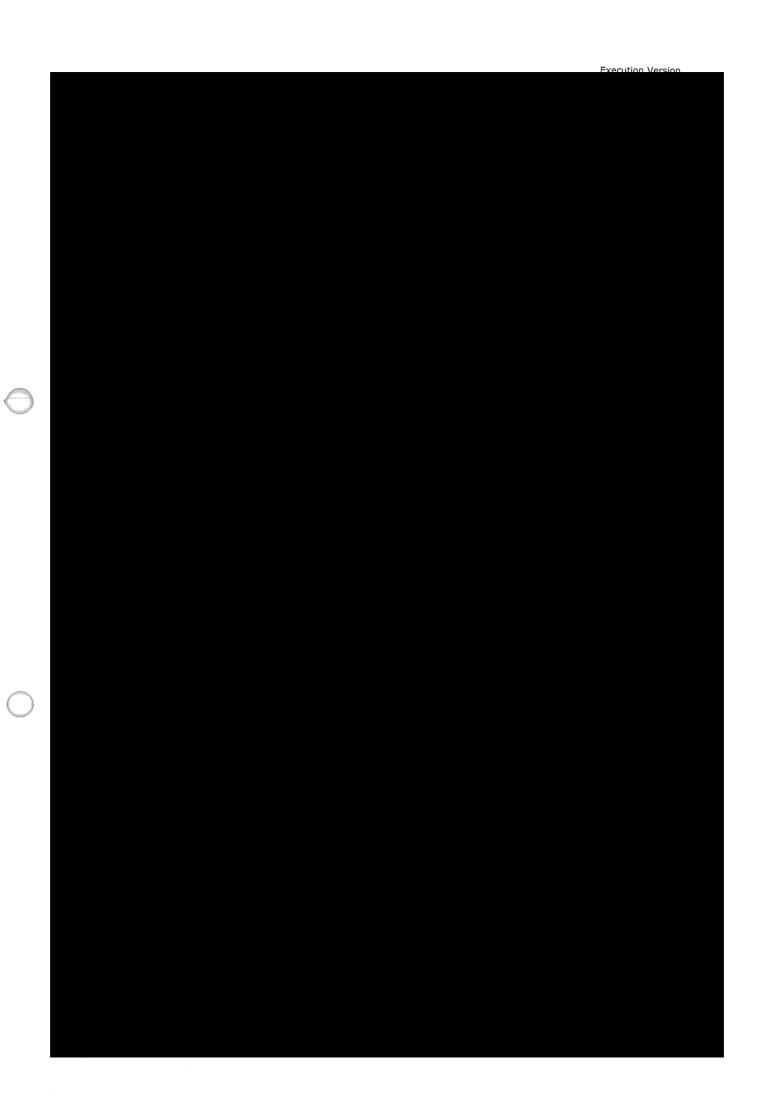


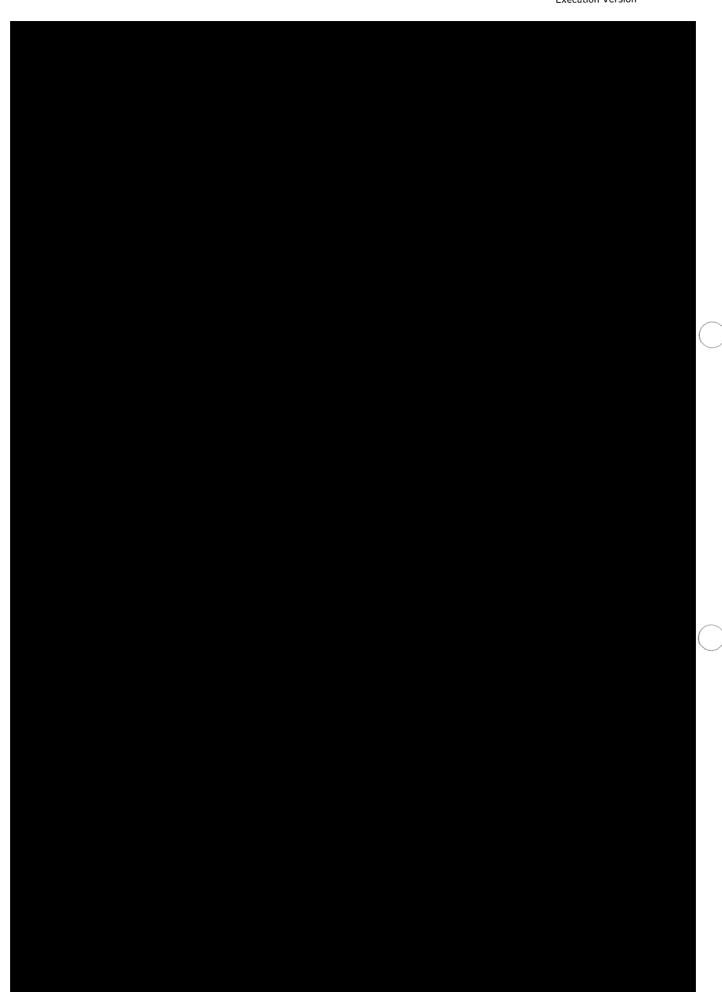




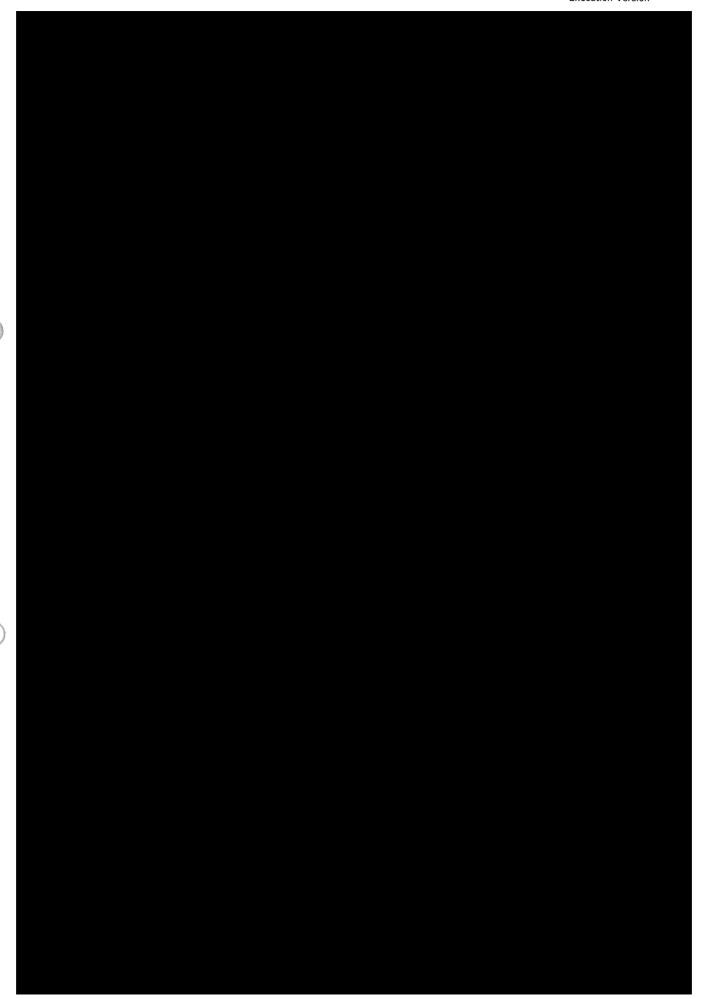
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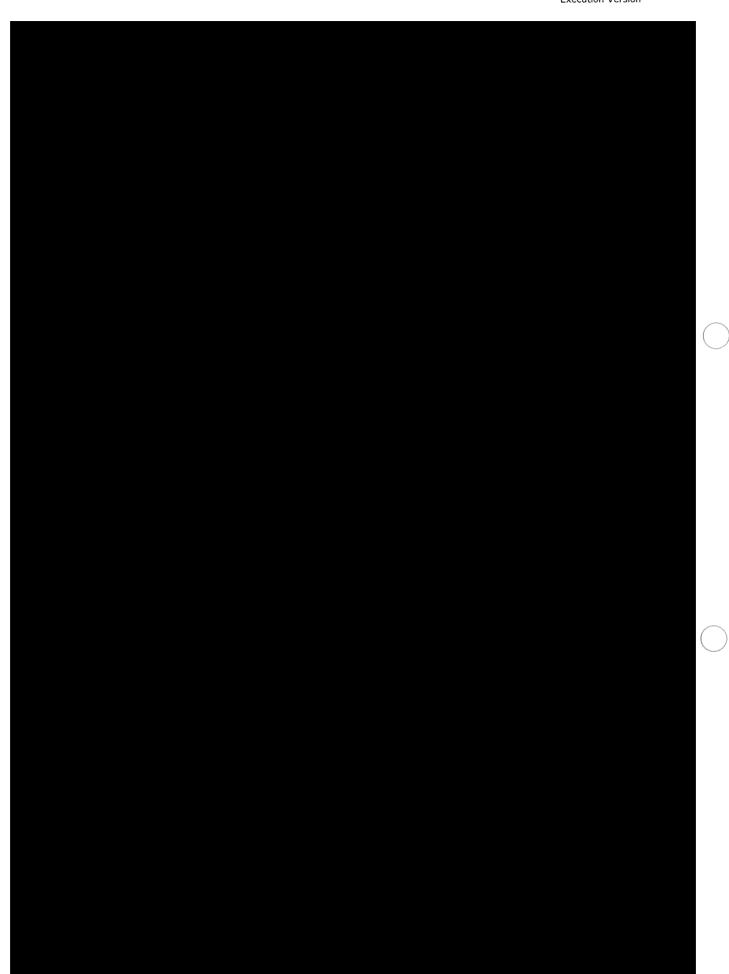




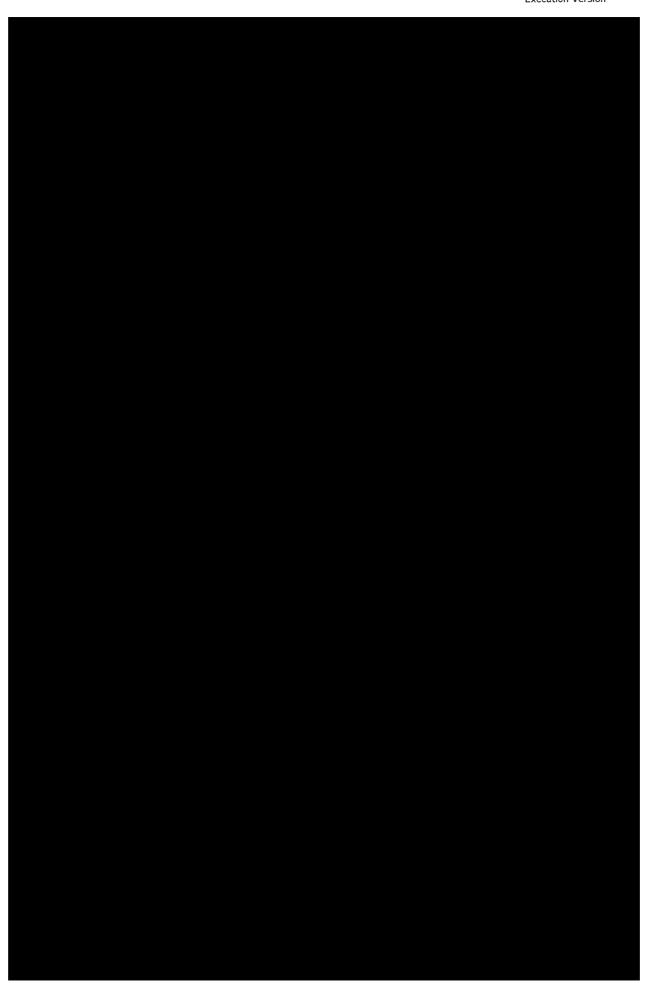


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SCHEDULE F7. - COST PLAN

(Clauses 1.1 and 9.18(c))

Part 1 - Cost Plan Requirements

The Cost Plan must:

- (a) be developed using a Microsoft Excel spreadsheet, or other format as approved by the Principal's Representative;
- (b) provide the initial and current approved Target Cost by cost breakdown structure (at a summary and detailed level) which is aligned to the work breakdown structure used in the Contractor's Program and the subcontract packaging strategy;
- (c) detail all approved adjustments to the initial Target Cost;
- (d) detail the cost to date, forecast cost to complete, forecast cost at completion and monthly variance for each cost code within the cost breakdown structure;
- (e) for all Reimbursable Work, provide the unit, quantity and rate and total cost information by cost code; and
- (f) be submitted to the Principal's Representative on a monthly basis, in its native electronic file format (unsecured and in the original form), including the costs incurred in the previous month.

Part 2 - Initial Cost Plan

This Part 2 of Schedule F7 is contained in Schedule G1 as an electronic file.

SCHEDULE F8. - CATALOGUE OF MINOR MODIFICATIONS

(Clauses 1.1 and 10.12)

Nil.