

**Government Information (Public Access) Act 2009
Explanatory Table - WestConnex M5 Amending Deed**

RMS has redacted the contractual provisions referred to below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of WCX M4-M5 Link PT Pty Limited (the **Project Trustee**), WCX M4-M5 Link AT Pty Limited (the **Asset Trustee**) (together, the **Trustees**) and RMS, and/or reveal the commercial-in-confidence provisions of a government contract. RMS will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Clause 1.1 - Definition of Longstop Date	<p>Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the date.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the masked information is the longstop date for completion of the condition precedent in clause 4.1(a) of the Deed. Revealing this date would likely place RMS at a substantial commercial disadvantage as it is a key commercial term of the Deed.</p>
2.	<p>Schedule 2 - Payments for Lane Closures Amendments</p> <p>Clause 4 - Formula for Calculation of Compensation</p>	<p>Section 32(1)(a) and definitions (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a formula.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the masked information is the formula for calculating compensation due to changes in traffic capacity. Revealing this information would be expected to reveal the contractor's cost structures and profit margins and diminish the competitive commercial value of the information.</p> <p>(b) the public interest has been served by</p>

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			disclosing the remainder of the calculation mechanism. In light of this disclosure, there is an overriding public interest against the disclosure of the precise formula involved.
3.	Schedule 5 - Other amendments to the Project Deed Clause 9.1 - email addresses for notices	Section 32(1)(d) and item 4(d) of the Table to Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is a set of email addresses. RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: (a) the masked information indicates the email addresses for providing notices to RMS, the Asset Trustee and the Project Trustee. Disclosure of this information could reasonably be expected to prejudice the commercial interests of the parties.