1A. Pre-Agreed Option 1A – Design, construction, operation and maintenance of the OSD Enabling Works at Aerotropolis Station

Item	Details
Description	The design, construction, operation and maintenance of the OSD Enabling Works at Aerotropolis Station as set out in Particular Specification 18 (Aerotropolis OSD Enabling Works).
Election Date	
Effective Date	
Adjustment to Capital Contribution and/or Pre-Agreed Option Construction Payment	The Principal must pay OpCo the Pre-Agreed Option Construction Payment each month in the amount (if any) specified in the column headed – "Pre-Agreed Option 1A – Design, Construction, operation and maintenance of the OSD Enabling Works at Aerotropolis Station" for that month in the "Pre-Agreed Option Construction Payment" schedule in the Model Outputs Schedule. The Pre-Agreed Option Construction Payment will be paid in accordance with clause 28 of the Operative Provisions.
Adjustment to Schedule 2 (Service Payment calculation)	No adjustment.
Adjustment to Date for Completion	No adjustment.
Amendments to Operative Provisions	No amendments.
Amendments to Exhibit 1, SSTOM Specification	No amendments.
Amendments to other Exhibits	No amendments.

1. Pre-Agreed Option 1 – Design, construction, operation and maintenance of the OSD Above Ground Enabling Works at Aerotropolis Station

Item	Details
Description	The design, construction, operation and maintenance of the OSD Above Ground Enabling Works at Aerotropolis Station.
Election Date	
Effective Date	The date set out in the notice issued by the Principal to OpCo pursuant to clause 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 1.
Adjustment to Capital Contribution and/or Pre-Agreed Option Construction Payment	Upon issue of the notice by the Principal to OpCo pursuant to clause 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 1, the Principal must pay OpCo the Pre-Agreed Option Construction Payment each month in the amount (if any) specified in the column headed – "Pre-Agreed Option 1 – Design, Construction, operation and maintenance of the OSD Above Ground

Item	Details
	Enabling Works at Aerotropolis Station" for that month in the "Pre-Agreed Option Construction Payment" schedule in the Model Outputs Schedule. The Pre-Agreed Option Construction Payment will be paid in accordance with clause 28 of the Operative Provisions.
Adjustment to Schedule 2 (Service Payment calculation)	No adjustment.
Adjustment to Date for Completion	No adjustment.
Amendments to Operative Provisions	No amendments.
Amendments to Exhibit 1, SSTOM Specification	The SSTOM Specification is amended as set out in section 16.2 of Particular Specification 16 (<i>Pre-Agreed Options</i>).
Amendments to other Exhibits	No amendments.

2. Pre-Agreed Option 2 – Increases to Service Change Limitations

Item	Details					
Description	Varying the Service Change Limitations, involving the delivery, operations and maintenance of an additional 6 Trains (Additional Trains) for the operation of 20 Trains per hour during Peak Periods (3:00 minute Maximum Headways; 12,900 passengers per hour per direction) and associated changes to the Stabling and Maintenance Facility, including the construction of 2 additional stabling roads, namely roads No. 4 and No. 5 at Stabling 1. The Additional Trains must be delivered to the same specifications as the					
Election Date	original Trains required by this deed, including the SSTOM Specification.					
Effective Date	The date set out in the notice issued by the Principal to OpCo pursuant to clause 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 2.					
Adjustment to Capital Contribution and/or Pre-Agreed Option Construction Payment	Not applicable					
Adjustment to Schedule 2 (Service Payment calculation)	The amounts referred to in items 1, 2, 8, 9, 10, 11 and 15 below shall be determined by the Principal and OpCo prior to the Election Date, in accordance with the following principles: • increases or decreases in costs must be fair and reasonable; • increases or decreases in costs must reflect commercial arm's length arrangements; • costs are determined on an incremental basis, • in the case of an increase in costs, only costs that would not be incurred but for the Pre-Agreed Option 2 are taken into					

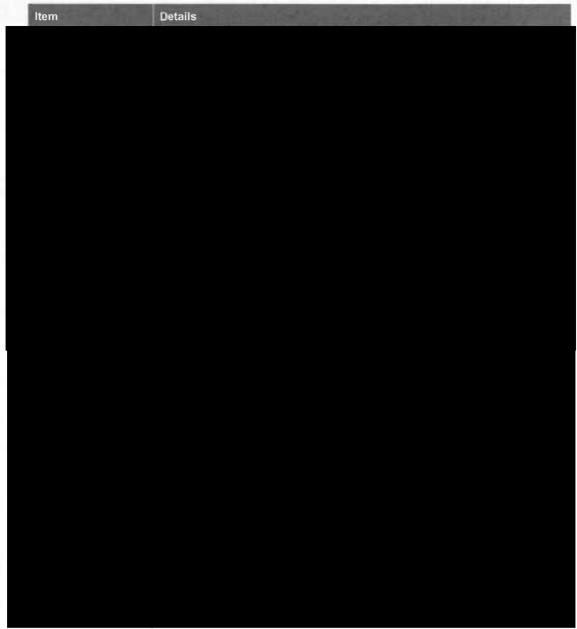
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 costs reflect economies of scale or synergies that a competent rail operator and maintainer would be expected to achieve.

Schedule 2 (Service payment calculation) is amended on the Date of Additional Trains Completion as follows:

- 1. The amounts specified in the Base Availability Fee section in the Model Outputs Schedule are increased by the amounts specified in the "Pre-Agreed Option 2 Increases to Service Change Limitations" Base Availability Fee section in the Model Outputs Schedule.
- 2. The amounts specified in the Base Lifecycle Component section in the Model Outputs Schedule are increased by the amounts specified in the "Pre-Agreed Option 2 - Increases to Service Change Limitations" Base Lifecycle Component section in the Model Outputs Schedule.
- 3. The definition of "Base Number of Train Services" in clause 1 of Schedule 2 is amended by deleting the number and replacing it with the number
- 4. The definition of "Base Service Kilometres" in clause 1 of Schedule 2 is amended by deleting the number and replacing it with the number
- 5. The definition of "CDM Amount 1" in Schedule 2 is amended by inserting "or if OpCo is directed by the Principal pursuant to clause 36.1(a) (*Pre-Agreed Options*) of the Operative Provisions in respect of Pre-Agreed Option 2" at the end of the definition.
- 6. The definition of "CDM Amount 2" in Schedule 2 is amended by inserting "or if OpCo is directed by the Principal" after the reference to clause 33.15(b)(ii) (Changes to Contract Service Level Requirements) and before "pursuant to clause 36.1(a) of the Operative Provisions".
- 7. The definition of "Train Service Deduction" in Schedule 2 is amended by inserting "or if OpCo is directed by the Principal pursuant to clause 36.1(a) (Pre-Agreed Options) of the Operative Provisions in respect of Pre-Agreed Option 2" at the end of the definition.
- 8. Clause 1.3(a) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 2) section in the Model Outputs Schedule".
- 9. Clause 1.3(b) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 2) section in the Model Outputs Schedule".
- 10. Clause 1.3(c) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 2) section in the Model Outputs Schedule".
- 11. Clause 1.3(d) of Annexure A to Schedule 2 is amended by deleting the words "As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule" and replacing them with "As per Service Change Limitations Base Marginal Prices (Pre-Agreed Option 2) section in the Model Outputs Schedule".
- 12. Clause 13.3 of Schedule 2 is amended by deleting the tables in clause 13.3 of Schedule 2 and replacing them with the following tables:



13. The table in clause 2.2 of Annexure A to Schedule 2 is deleted and replaced with the following table.



14. The Service Period tables in clause 5 of Annexure A to Schedule 2 are deleted and replaced with the following tables.



Item	Details
	15. The values in the definitions of "Base Service Level Adjustment Threshold Payment (BSLATP)" and "Service Level Adjustment Threshold Payment Trigger"
Adjustment to Date	will be replaced to reflect the km-based lifecycle activities required by the Asset Management Plan, based on average mileage per train resulting from Pre-Agreed Option 2. Not applicable (refer to new clause 22A.1 below)
for Completion	
Amendments to Operative	Clause 1.1 is amended as follows:
Provisions	1.1 Definitions
	Additional Trains has the meaning given in clause 3 of Schedule 5 (Pre-Agreed Options).
	Additional Trains Completion has the meaning given in clause 22A.2.
	Additional Trains Final Completion has the meaning given in clause 22A.5(b).
	Certificate of Additional Trains Completion means a certificate referred to in clause 22A.4(a)(i) substantially in the form of Part S of Schedule 34 (Certificates).
	Certificate of Additional Trains Final Completion. means a certificate referred to in clause 22A.5(d)(i) substantially in the form of Part T of Schedule 34 (Certificates).
	Date for Additional Trains Completion means as extended in accordance with this deed.
	Date of Additional Trains Completion means the date on which Additional Trains Completion is achieved being the date stated by the Independent Certifier in the Certificate of Additional Trains Completion.
	Date of Additional Trains Final Completion means the date on which Additional Trains Final Completion is achieved being the date stated by

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the Independent Certifier in the Certificate of Additional Trains Final Completion.

Delivery Phase means the period commencing on the date of Financial Close and ending on the Date of <u>Additional Trains</u> Final Completion.

Milestone Payment has the meaning given in clause 28.2A(a)(iii).

Clause 20.2 is amended as follows:

20.2 Dates for Completion

- (a) OpCo must:
 - (i) without limiting clauses 20.16 and 20.17, achieve Completion by the Date for Completion;
 - (ia) use its best endeavours to achieve Additional Trains

 Completion by the Date for Additional Trains

 Completion; and
 - (ii) use its best endeavours to achieve:
 - (A) Final Completion as soon as practicable after the Date of Completion; and
 - (B) Additional Trains Final Completion as soon as practicable after the Date of Additional Trains Completion.

Insert a new clause 20.20 after clause 20.19:

20.20 Extension to the Date for Additional Trains Completion

The parties acknowledge and agree that to the extent:

- (a) OpCo is granted an extension of time to the Date for Completion in accordance with clause 20.10; or
- (b) <u>the Principal's Representative unilaterally extends the Date for Completion in accordance with clause 20.13,</u>

the Date for Additional Trains Completion will automatically be extended for the corresponding period.

Insert a new clause 22A after clause 22:

22A. Additional Trains Completion

<u>22A.1 Relationship with First Passenger Service, Completion and Final</u> <u>Completion</u>

Notwithstanding clause 20 or 22 or any other clause of the deed (including the SSTOM Specification), the parties acknowledge and agree that (unless agreed otherwise by the parties in writing) the Additional Trains do not form part of the SSTOM Works which OpComust complete in order to achieve First Passenger Service, Completion or Final Completion in accordance with clause 22.

22A.2 Requirements for Additional Trains Completion

Additional Trains Completion will be achieved when:

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	(a)		ks are complete): the Additional Trains are complete and ly with the requirements of this deed, except for Minor
	(b)	and th	ifications): OpCo has provided the Independent Certifier the Principal's Representative with a certificate in the form at R of Schedule 34 (Certificates):
		(i)	from each Designer certifying that the Additional Trains have been constructed in accordance with the AFC Design Documentation, except for Minor Defects;
		(ii)	from OpCo certifying that the Additional Trains:
			(A) comply with all the requirements of this deed (including the SSTOM Specification); and
			(B) <u>have been constructed in accordance with the AFC Design Documentation.</u>
			except for Minor Defects; and
		(iii)	from the O&M Contractor certifying that the Additional Trains are acceptable; and
	(c)	-	s): the Independent Certifier has certified that all of the ional Trains:
		<i>(i)</i>	have passed the Tests referred to in section 5.4 of Particular Specification 5 (Rolling Stock):
		(ii)	have passed a Factory Acceptance Test in accordance with section 12.4.3 of Particular Specification 12 (Testing and Commissioning):
		(iii)	have passed the static routine Tests (i.e. not Type Tests) in accordance with section 12.4.8 of Particular Specification 12 (Testing and Commissioning);
		(iv)	have passed the relevant Test Running Tests in accordance with section 12.5.6.2(a) of Particular Specification 12 (Testing and Commissioning); and
		(v)	have passed the fault free running requirements in accordance with section 12.5.6.2(b) of Particular Specification 12 (Testing and Commissioning).
22A.3	Notice	of Add	ditional Trains Completion
	<u>OpCo</u>	must gi	ve the Independent Certifier:
	(a)		st 5 Business Days' notice of the date on which it expects nieve Additional Trains Completion; and
	(b)	Comp been Busin	ten request for a Certificate of Additional Trains pletion when it believes Additional Trains Completion has achieved (which request must not be given earlier than 5 less Days after the date on which OpCo gives notice r clause 22A.3(a).
22A.4	Certifi	cation	of Additional Trains Completion
	(a)	22A.3	n 5 Business Day of receipt of the request under clause B, the Independent Certifier must determine whether ional Trains Completion has been achieved and either:
		(i)	if Additional Trains Completion has been achieved, issue a Certificate of Additional Trains Completion to OpCo and the Principal:

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			(A)	stating as the Date of Additional Trains Completion, the date on which Additional Trains Completion was achieved;
			(B)	specifying any Minor Defects; and
			(C)	specifying any Minor Non-Compliances; or
		(ii)	_	itional Trains Completion has not been achieved, a notice to OpCo and the Principal which:
			(A)	lists the items which remain to be completed before Additional Trains Completion can be achieved; or
			(B)	states that the Additional Trains are so far from achieving Additional Trains Completion that it is not practicable to provide the list referred to in clause 22A.4(a)(ii)(A).
	(b)	22A.4(achiev	(a)(ii), Op e Additio	lent Certifier issues a notice under clause oCo must continue with the Delivery Activities to onal Trains Completion and clause 22A.3 and A.4 will reapply.
	22A.5 Addition			
	(a)			eve Additional Trains Final Completion):
	(3)	Immed OpCo Activiti	liately afi must exp es requir	ter the Date of Additional Trains Completion, beditiously and diligently progress the Delivery red to achieve Additional Trains Final
		Compl	etion.	
	(b)			s for Additional Trains Final Completion): ns Final Completion will be achieved when:
1 -4 14		(i)	-	r Defects): the Minor Defects specified in the cate of Additional Trains Completion have been ted;
		(ii)	with all	mentation): OpCo has provided the Principal I documentation required by the SSTOM ication;
		(iii)	(Intelle	ectual Property report): OpCo has either
			(A)	listing all separate items of Intellectual Property that have been developed or licensed by OpCo in carrying out OpCo's Activities in relation to the Additional Trains up to Additional Trains Completion or in preparation for OpCo's Activities in relation to the Additional Trains to be carried out after
				Additional Trains Completion;
			(B)	for each item, specifying whether it is Developed Intellectual Property or Licensed Intellectual Property and:
				(I) if it is Developed Intellectual Property, by whom it has been developed and the steps taken by OpCo to procure that the intellectual property is assigned to, and vests in, the Principal; and

etails			7.		
			(II)		Licensed Intellectual Property:
				(1)	<u>from whom it has been</u> <u>licensed;</u>
				(2)	the basis upon which the licensor has licensed it (i.e. as owner or as a sub-licensor);
				(3)	if applicable, the ultimate owner of the Intellectual Property;
				(4)	the steps taken to procure a sub-licence for the Principal; and
				(5)	whether a Deed of Assurance is in place with the ultimate owner of the intellectual property; and
	(iv)				nces): all Minor Non- in the Certificate of Additional
					e been corrected.
(c)	OpCo		that Ac	ditional	s Final Completion): When Trains Final Completion has
	(i)	notify th	e Indep	endent	Certifier of its opinion; and
	(ii)				nt Certifier to issue a Certificate al Completion.
(d)	OpCo Certifi	's request er must de	under d etermine	lause 2. whethe	on): Within 15 Business Days o 2A.5(c), the Independent or Additional Trains Final and either:
	<i>(i)</i>	achieve of Addit Date of	id, issue ional Tr Final C	e to the l rains Fin completion	al Completion has been Principal and OpCo a Certificate nal Completion stating as the on the date on which Additional n was achieved; or
	(ii)	if Additi achieve listing ti	onal Tra ed, issue ne work	ains Fina e a notic remain	al Completion has not been to the Principal and OpCoing to be performed to achieve Completion.
(e)	Certific contin	er issues a	a notice e Delive	under o	eved): If the Independent clause 22A.5(d)(ii) OpCo must ities to achieve Additional Train
	reappi		i ariu Ci	<u>auses 2</u>	22A.5(c) and 22A.5(d) will
(f)	detern		s to whe		lent Certifier, in making <u>a</u> Iditional Trains Final Completion
	<i>(i)</i>	will not	be resti	ricted by	<u>any:</u>
		(A)	certific	ation, n	otice, list or opinion already

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			(B)	obligation of OpCo under this deed to correct any Defects which may be discovered after Additional Trains Final Completion; and
		(ii)	for det	entitled to raise any items of work as a ground ermining that Additional Trains Final Completion t been achieved.
	Airport			Trains on Sydney Metro – Western Sydney
	Custo	mers on	Sydney I	Additional Train to provide a Train Service with Metro – Western Sydney Airport until the re Additional Trains Completion.
	Clause 28.1(c)	is amen	ded as fo	llows:
	28.1 Principal	's payme	ent oblig	<u>ation</u>
	The P	rincipal n	nust pay	OpCo:
	(c)	Agreed Payme the Mil	d Option ent, the E lestone F	rments, the Final Completion Payment, any Pre- Construction Payment, the Early Handover Pelivery Phase Performance Incentive Payment, Payments and the CRS Principal Share Amount with clauses 28.5, 28.6 and 28.7; and
	Insert new clau	use 28.2A	after cla	use 28.2:
	28.2A Paym	nent for F	Pre-Agre	ed Option 2
	(a)	In this	clause 2	<u>8.2A:</u>
		(i)	Model	gate Train Price means, the amount in the Outputs Schedule, being the sum of the Train and the Train Final T&C Price;
		(ii)		one Date means each date specified in the table se 28.2A(c);
		(iii)	Date, t	one Payment means, in respect of a Milestone he amount calculated in accordance with the a clause 28.2A(c);
		(iv)	in cells system compo of the costs r includi	off Implementation Price means, the amounts of G510 and H510 for D&C Contractor rail of some component, G511 for D&C Contractor civil of nent, and G512 for O&M Contractor component of Model Outputs Schedule for all other delivery of included in the Aggregate Train Price, of the provide for infrastructure and system to the of and Maintenance Facility;
		(v)	G508 a final te Trains commi Metro any re- continu Additio	Final T&C Price means the amount in cells and H508 of the Model Outputs Schedule for the sting and commissioning of all the Additional This being the portion of testing and ssioning that requires access to the Sydney—Western Sydney Airport mainline, including quired Test Running Tests and the 1,000 km yous fault free running distance for each and Train from Particular Specification 12 g and Commissioning); and

Execution Version Details Train Price means the amount in cells G507 and H507 of the Model Outputs Schedule for the manufacture, supply and delivery of all the Additional Trains, including all required testing and commissioning activities that can be performed at the manufacturing facility, off-site test track or Stabling and Maintenance Facility maintenance depot and test track). Subject to this clause 28, the Principal will pay OpCo each (b) Milestone Payment. (c) The Milestone Payments and Milestone Dates are as follows: No Milestone Date Milestone Payment 1. The date on which notice is given pursuant to clause 36.1(a) in respect of Pre-Agreed Option 2. 2. The date on which the Independent Certifier certifies that the Factory Acceptance Test for the last Additional Train has been passed. <u>3.</u> The date on which all of the Additional Trains have been delivered to the Sydney Metro Site for on-; and site testing. 4a. Beginning of Trial Operation. 4b. The Date of Additional Trains Completion <u>5.</u> The Date of Additional Trains Final Completion

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	(d)	Effecti conve Protoc excha Model AUD c	ive Date rting fore col, with inge rate Outputs only.	foreign currency will be converted to AUD at the via a process consistent to that set out for eign exchange in the Financial Close Adjustment the Effective Date being the date that forward is are set. Following this conversion process, the eschedule will be updated to include amounts in dedges and agrees that, for the purposes of the
	(e)	<u>Milesto</u> taken	one Date to be the	es in clause 28.2A(c), the Additional Trains will be a last of the Trains that OpCo is required to his deed.
	Clause 28.5 i	s amende	d as follo	ows:
	28.5 Payı	ment clain	ns for S	ervice Payments and other amounts
	(a)	Payme Payme Early I any Cl Perfor any ot	ent of the ents, any Handove RS Princ mance II her amo	re the Principal's Representative claims for a Final Completion Payment, the Service of Pre-Agreed Option Construction Payment, the payment, any CRS Principal Share Amount, sipal Completion Amount, the Delivery Phase on the Payment, the Milestone Payments and payable by the Principal to OpCo (other all Contribution or the CDPD Amount):
		<i>(i)</i>	in the	case of a claim for payment of:
			(A)	the Final Completion Payment or any CRS Principal Completion Amount, on or after the Date of Final Completion;
			(B)	a Service Payment, within 5 Business Days after the end of each month;
			(C)	any Pre-Agreed Option Construction Payment, any Early Handover Payment, any CRS Principal Share Amount or any other amounts payable by the Principal, within 5 Business Days after the end of each month; and
			(D)	the Delivery Phase Performance Incentive Payment, after the determination of the Final DPPI Assessment in accordance with Schedule 9 (Delivery Phase Performance Incentive); and
			(E)	a Milestone Payment, on or after the relevant Milestone Date.
		(ii)	format Payme	case of a claim for a Service Payment, in the set out in Annexure C of Schedule 2 (Service ent calculation) or such other format as the pal's Representative reasonably requires;
		(iii)		are valid Tax Invoices for any Taxable Supplies ch the payment relates;
		(iv)	which	include:
			(A)	in the case of a claim for payment of a Service Payment, the Monthly Service Payment Report required under clause 28.15(a)(iv); and

Item	ALC: NO.		(B)	any other evidence of the amounts claimed				
			(<i>D</i>)	reasonably required by the Principal's Representative; and				
		(v)		are based on the Schedule of Rates, to the relevant.				
	(b)	OpCo cannot include in any payment claim under this clause 28.5, a Claim which is barred by clause 64.8.						
	(c)	Despite any other provisions of this deed to the contrary, the amount of any progress claim to which OpCo is entitled in relation to the Pre-Agreed Option Construction Payment, CRS Principal Share Amount, Milestone Payments or any other amounts payable by the Principal and the amount to be allowed by the Principal's Representative in any payment schedule issued under clause 28.6 as the amount payable to OpCo arising out of or in any way in connection with a payment claim made under this clause 28.5 will not include the following amounts:						
		(i)	claime OpCo	mount which this deed provides cannot be ed or is not payable because of the failure by to take any action (including to give any notice to incipal or the Principal's Representative);				
		(ii)	until c	mount which this deed provides is not payable ertain events have occurred or conditions have satisfied, to the extent those events have not red or those conditions have not been satisfied;				
		(iii)	-	mount in respect of which the obligation of the pal to make payment has been suspended under teed;				
		(iv)	provid	mount in respect of which OpCo has failed to le supporting information as required by this e 28; or				
		(v)	_	mount which has already been paid or which is vise not claimed in accordance with this deed.				
				Part T in Schedule 34 (Certificates) as set out in Pre-Agreed Options).				
	It is acknowledged that this Pre-Agreed Option is offered by OpCo on the basis of the Pricing Assumptions listed below. If the Principal exercises this Pre-Agreed Option, the parties will in good faith agree the amendments to this dee (including the SSTOM Specification) necessary to reflect the Pricing Assumptions.							
Amendments to other Exhibits	No Amendment	ts.						
Pricing Assumptions	Additional Train Option: • Change	es and re	elated se e Stablir	mptions for the pricing provided for the quencing assumptions for this Pre-Agreed and Maintenance Facility that have been				
	No. 4 • Incren	and No. nental in	5 at Sta cidental	the 2 additional stabling roads, namely roads bling 1. costs have not been considered in this Presuch as any extension to the duration of the				

Execution Version Details Item Independent Certifier or Sub Independent Certifier or other implications for sustainability, for carbon offsets, energy modelling and reporting or the relevant Climate Active outcomes and the timing implications for these matters. Pricing includes the cost of extending OpCo's Delivery Phase Insurances (including marine cargo and marine advance consequential loss insurances) to cover the Additional Trains. The Principal will be required to extend any of the Principal's Insurances applicable to the Additional Trains. Type Testing will not be required as the Additional Trains are being built to the same Specifications as the SSTOM Trains. Additional Trains will not be required to perform the tests required of Train 1 as outlined in Particular Specification 12, (only the testing regime for Trains 2 to 12 will apply). The Testing and Commissioning team shall have unhindered full access to the depot, test track and access to the mainline. The O&M Contractor will have Additional Train operational staff (CSA's and OCC staff) available for Testing and Commissioning. The O&M Contractor's pricing for Pre-Agreed Option 2 has been provided on the basis that the main SSTOM Works Trial Operations activities of the O&M Contractor are not hindered by the testing, commissioning and the 1,000km fault free running tests of the Additional Trains, and that the O&M Contractor shall be provided full and unhindered access to the depot, test track and the mainline. Independent Certifier approvals and Accreditation Approval for the Additional Trains will follow the same methodology as per the SSTOM The base marginal prices for marginal kilometers submitted under section 2.05 (Base marginal prices relevant to the Service Level Adjustments) of the Model Output Schedule refer to the Base Availability Fee and are applicable for preventative and corrective maintenance only. In case of substantially increased mileages above the Base Service Kilometres of additional overhauls may be required and consequently the Lifecycle Component has to be adjusted. These pricing assumptions for respective unhindered access for commissioning of Additional Trains and unhindered access for the O&M Contractor's SSTOM Works Trial Operations activities, as at Financial Close contains an inherent conflict that has not been resolved within the current pricing of the Pre-Agreed Option, which is forecast between and where Additional Trains 4, 5, and 6 will not be able to be provided unhindered access for testing and commissioning in isolation of the SSTOM Works Trial Operations activities. OpCo and Sydney Metro shall develop a plan of action to adjust the approach to these activities prior to the Election Date of the Pre-Agreed Option to ensure this is resolved and pricing of the Final T&C Price and the O&M Contractor's component and the D&C Contractor's rail systems component of the One-Off Implementation Price is amended to reflect an agreed final testing and commissioning strategy for the Additional Trains without impacting the SSTOM Works.

The Train Final T&C Price and the One-off Implementation Price has

been priced assuming:

Item	Details
	(a) that a Date of Additional Trains Completion of can be achieved; and
	(b) the depot, test track and mainline for testing the Additional Trains can be accessed without impacting OpCo's execution of Trial Operations for the SSTOM Works.
	The Trial Operations for the SSTOM Works (other than the Additional Trains) are considered a priority to the testing and commissioning of the Additional Trains. If the above cannot be achieved, the Principal agrees to review the pricing of the Train Final T&C Price , and the O&M Contractor's component and the D&C Contractor's rail systems component of the One-Off Implementation Price to ensure it is aligned to circumstances forecast at that time. The Train Final T&C Price , and the O&M Contractor's component and the D&C Contractor's rail systems component of the One-Off Implementation Price shall be adjusted (by mutual agreement) to accommodate any changes to these assumptions to an agreed final delivery approach.

3. Pre-Agreed Option 3 – Additional Trains – Future Flexibility

ltem	Details
Description	The introduction of 7 additional Trains (Additional Trains) and changes to the Stabling and Maintenance Facility, including the construction of 3 additional stabling roads, namely roads No. 4, No. 5 and No. 6 at Stabling 1. The Additional Trains must be delivered to the same specifications as the original Trains required by this deed, including the SSTOM Specification.
Election Date	
Effective Date	The date set out in the notice issued by the Principal to OpCo pursuant to clause 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 3.
Adjustment to Capital Contribution and/or Pre-Agreed Option Construction Payment	Not applicable
Adjustment to Schedule 2 (Service Payment calculation)	The amounts referred to in items 1, 2 and 3 below shall be determined by the Principal and OpCo prior to the Election Date, in accordance with the following principles: • increases or decreases in costs must be fair and reasonable; • increases or decreases in costs must reflect commercial arm's length arrangements; • costs are determined on an incremental basis, • in the case of an increase in costs, only costs that would not be incurred but for the Pre-Agreed Option 3 are taken into account and • in the case of a reduction in costs, only savings that would not have accrued but for the Pre-Agreed Option 3 are taken into account; and • costs reflect economies of scale or synergies that a competent rail operator and maintainer would be expected to achieve.
	Schedule 2 (Service payment calculation) is amended on the Date of Additional Trains Completion as follows:

	EXCOUNT VOIGO
Item	Details
	The amounts specified in the Base Availability Fee section in the Model Outputs Schedule are increased by the amounts specified in the "Pre-Agreed Option 3 - Additional Trains – Future Flexibility" Base Availability Fee section in the Model Outputs Schedule.
	2. The amounts specified in the Base Lifecycle Component section in the Model Outputs Schedule are increased by the amounts specified in the "Pre-Agreed Option 3 - Additional Trains – Future Flexibility" Base Lifecycle Component section in the Model Outputs Schedule.
	3. The values in the definitions of "Base Service Level Adjustment Threshold Payment (BSLATP)" and "Service Level Adjustment Threshold Payment Trigger" will be replaced to reflect the km-based lifecycle activities required by the Asset Management Plan, based on average mileage per train resulting from Pre-Agreed Option 3.
Adjustment to Date for Completion	Not applicable (refer to new clause 22B.1 below)
Amendments to Operative	Clause 1.1 is amended as follows:
Provisions	1.1 Definitions
	Additional Trains has the meaning given in clause 3 of Schedule 5 (Pre- Agreed Options).
	Additional Trains Completion has the meaning given in clause 22B.2.
	Additional Trains Final Completion has the meaning given in clause 22B.5(b).
	<u>Certificate of Additional Trains Completion</u> means a certificate referred to in clause 22B.4(a)(i) substantially in the form of Part V of Schedule 34 (Certificates).
	Certificate of Additional Trains Final Completion, means a certificate referred to in clause 22B.5(d)(i) substantially in the form of Part W of Schedule 34 (Certificates).
	Date of Additional Trains Completion means the date on which
	Additional Trains Completion is achieved being the date stated by the Independent Certifier in the Certificate of Additional Trains Completion.
	Date of Additional Trains Final Completion means the date on which Additional Trains Final Completion is achieved being the date stated by the Independent Certifier in the Certificate of Additional Trains Final Completion.
	Delivery Phase means the period commencing on the date of Financial Close and ending on the Date of <u>Additional Trains</u> Final Completion.
	Milestone Payment has the meaning given in clause 28.2B(a)(iii).
	Clause 20.2 is amended as follows:
	20.2 Dates for Completion
	(a) OpCo must:
	(i) without limiting clauses 20.16 and 20.17, achieve Completion by the Date for Completion;

ltem	Details		Too y	
		<u>(ia)</u>	Com	's best endeavours to achieve Additional Trains pletion by the Date for Additional Trains pletion; and
		(ii)	use it	s best endeavours to achieve:
			(A)	Final Completion as soon as practicable after the Date of Completion <u>; and</u>
			(B)	Additional Trains Final Completion as soon as practicable after the Date of Additional Trains Completion.

Insert a new clause 20.20 after clause 20.19:

20.20 Extension to the Date for Additional Trains Completion

The parties acknowledge and agree that to the extent:

- (a) OpCo is granted an extension of time to the Date for Completion in accordance with clause 20.10; or
- (b) <u>the Principal's Representative unilaterally extends the Date for</u>

 <u>Completion in accordance with clause 20.13,</u>

the Date for Additional Trains Completion will automatically be extended for the corresponding period.

Insert a new clause 22B after clause 22:

22B. Additional Trains Completion

22B.1 Relationship with First Passenger Service, Completion and Final Completion

Notwithstanding clause 20 or 22 or any other clause of the deed (including the SSTOM Specification), the parties acknowledge and agree that (unless agreed otherwise by the parties in writing) the Additional Trains do not form part of the SSTOM Works which OpCo must complete in order to achieve First Passenger Service, Completion or Final Completion in accordance with clause 22.

22B.2 Requirements for Additional Trains Completion

Additional Trains Completion will be achieved when:

- (a) (Works are complete): the Additional Trains are complete and comply with the requirements of this deed, except for Minor Defects;
- (b) (Certifications): OpCo has provided the Independent Certifier and the Principal's Representative with a certificate in the form of Part U of Schedule 34 (Certificates):
 - (i) <u>from each Designer certifying that the Additional Trains</u>
 <u>have been constructed in accordance with the AFC</u>
 <u>Design Documentation, except for Minor Defects;</u>
 - (ii) from OpCo certifying that the Additional Trains:
 - (A) comply with all the requirements of this deed (including the SSTOM Specification); and

Detail	S			
			(B)	have been constructed in accordance with the AFC Design Documentation,
			excep	t for Minor Defects; and
		(iii)		ne O&M Contractor certifying that the Additional are acceptable; and
	(c)	(Test	s): the Inc	dependent Certifier has certified that all of the
		Additi	ional Trail	<u> 18:</u>
		(i)		passed the Tests referred to in section 5.4 of ular Specification 5 (Rolling Stock);
		(ii)	with se	passed a Factory Acceptance Test in accordance action 12.4.3 of Particular Specification 12
				ng and Commissioning);
		(iii)	Tests)	passed the static routine Tests (i.e. not Type in accordance with section 12.4.8 of Particular ication 12 (Testing and Commissioning);
		(i. a)		
		(iv)		Passed the relevant Test Running Tests in large with section 12.5.6.2(a) of Particular
				ication 12 (Testing and Commissioning); and
		(v)		passed the fault free running requirements in lance with section 12.5.6.2(b) of Particular
			Specifi	ication 12 (Testing and Commissioning).
		must giv at leas	ve the Ind st 5 Busin	
	<u>OpCo</u>	must giv at leas	ve the Ind st 5 Busin	ependent Certifier: less Days' notice of the date on which it expects
	<u>OpCo</u> (a)	must giv at leas to ach	ve the Ind st 5 Busin vieve Add	ependent Certifier: less Days' notice of the date on which it expects itional Trains Completion; and
	<u>OpCo</u>	must giv at leas to ach a writt	ve the Ind st 5 Busin ieve Add en reque	ependent Certifier: less Days' notice of the date on which it expect itional Trains Completion; and
	<u>OpCo</u> (a)	must giv at leas to ach a writt when achiev	ve the Ind st 5 Busin vieve Addi en reque it believe ved (whic	ependent Certifier: less Days' notice of the date on which it expectitional Trains Completion; and st for a Certificate of Additional Trains Completions Additional Trains Completion has been the request must not be given earlier than 5
	<u>OpCo</u> (a)	must giv at leas to ach a writt when achiev Busine	ve the Ind st 5 Busin vieve Addi en reque it believe ved (whic	ependent Certifier: less Days' notice of the date on which it expect itional Trains Completion; and st for a Certificate of Additional Trains Complet is Additional Trains Completion has been in request must not be given earlier than 5 after the date on which OpCo gives notice und
228.4	<u>OpCo</u> (a) (b)	must giv at leas to ach a writt when achiev Busine clause	ve the Ind st 5 Busin lieve Add en reque- it believe ved (which ess Days e 22B.3(a)	ependent Certifier: less Days' notice of the date on which it expectitional Trains Completion; and st for a Certificate of Additional Trains Completion s Additional Trains Completion has been the request must not be given earlier than 5 after the date on which OpCo gives notice und
228.4	<u>OpCo</u> (a) (b)	at leas to ach a writt when achiev Busine clause	ve the Ind st 5 Busin vieve Addi den reque- it believe ved (which ess Days de 22B.3(a)	ependent Certifier: ness Days' notice of the date on which it expect itional Trains Completion; and st for a Certificate of Additional Trains Complete s Additional Trains Completion has been th request must not be given earlier than 5 after the date on which OpCo gives notice und
22B.4	OpCo (a) (b) Certifi	must given at least to ach a writt when achieved Busine clause ication control within 22B.3	ve the Ind st 5 Busin hieve Addi en reque- it believe- ved (which ess Days e 22B.3(a) of Addition to Busine the Inde	ependent Certifier: less Days' notice of the date on which it expects itional Trains Completion; and set for a Certificate of Additional Trains Completi sets Additional Trains Completion has been the request must not be given earlier than 5 after the date on which OpCo gives notice und after the date on which OpCo gives notice und because of the request under clause pendent Certifier must determine whether
22B.4	OpCo (a) (b) Certifi	must given at least to ach a writt when achieved Busine clause ication control within 22B.3	ve the Indist 5 Busine ieve Addition of Busine on al Train	rependent Certifier: ress Days' notice of the date on which it expects itional Trains Completion; and set for a Certificate of Additional Trains Completion has been the request must not be given earlier than 5 refer the date on which OpCo gives notice under the date on which OpCo gives notice under the date on the request under clause pendent Certifier must determine whether as Completion has been achieved and either:
22B.4	OpCo (a) (b) Certifi	must given at least to ach a writt when achieved Busine clause ication control within 22B.3	ve the Indist 5 Businive Addition in the Indistrict Survey of Which Survey of Addition 5 Busines, the Independent Training Indistrict Survey of Addition if Addition	ependent Certifier: less Days' notice of the date on which it expects itional Trains Completion; and st for a Certificate of Additional Trains Completi s Additional Trains Completion has been th request must not be given earlier than 5 after the date on which OpCo gives notice und b. less Day of receipt of the request under clause pendent Certifier must determine whether as Completion has been achieved and either: litional Trains Completion has been achieved,
22B.4	OpCo (a) (b) Certifi	must given at least to achieve a writte when achieve clause ication community within 22B.3, Addition	ve the Indist 5 Businive Addition 1 Busines Days 22B.3(a) 5 Busines the Independing If Addition 1 Supplement If Additions are assured in the Independing If Additions are assured in the India	rependent Certifier: ress Days' notice of the date on which it expects itional Trains Completion; and set for a Certificate of Additional Trains Completion has been the request must not be given earlier than 5 refer the date on which OpCo gives notice und the set of the request must not be given earlier than 5 refer the date on which OpCo gives notice und the set of the request under clause pendent Certifier must determine whether as Completion has been achieved and either:
<u>22B.4</u>	OpCo (a) (b) Certifi	must given at least to achieve a writte when achieve clause ication community within 22B.3, Addition	ve the Indist 5 Businive Addition 1 Busines Days 22B.3(a) 5 Busines the Independing If Addition 1 Such Addition 1 Faddition 1 Such Addition 1	ependent Certifier: less Days' notice of the date on which it expects itional Trains Completion; and st for a Certificate of Additional Trains Completi s Additional Trains Completion has been th request must not be given earlier than 5 after the date on which OpCo gives notice under the date on which opCo gives notice under the state of the request under clause pendent Certifier must determine whether the completion has been achieved and either: tional Trains Completion has been achieved, the Certificate of Additional Trains Completion to
22B.4	OpCo (a) (b) Certifi	must give at least to achieve a writte when achieve clause ication comments within 22B.3, Addition	te the Indicate S Busine it believe Addition S Busine S B	rependent Certifier: ress Days' notice of the date on which it expects itional Trains Completion; and st for a Certificate of Additional Trains Completion has been the request must not be given earlier than 5 refer the date on which OpCo gives notice under the date on which OpCo gives notice under the date on the request under clause pendent Certifier must determine whether as Completion has been achieved and either: rional Trains Completion has been achieved, a Certificate of Additional Trains Completion to land the Principal: stating as the Date of Additional Trains Completion, the date on which Additional
22B.4	OpCo (a) (b) Certifi	must give at least to achieve a writte when achieve clause ication comments within 22B.3, Addition	te the Indicate Substitute Addition of Add	rependent Certifier: ress Days' notice of the date on which it expects itional Trains Completion; and set for a Certificate of Additional Trains Completion has been a request must not be given earlier than 5 refer the date on which OpCo gives notice under the date on which OpCo gives notice under the date on the request under clause pendent Certifier must determine whether as Completion has been achieved and either: rional Trains Completion has been achieved, a Certificate of Additional Trains Completion to and the Principal: stating as the Date of Additional Trains Completion, the date on which Additional Trains Completion was achieved;
228.4	OpCo (a) (b) Certifi	must give at least to achieve a writte when achieve clause ication comments within 22B.3, Addition	re the Indiest 5 Businesieve Additions Days 22B.3(a) of Additions 15 Businesies Days 16 Additions 15 Businesies Days 16 Additions 16 Additions 17 Additions 18 Businesies Days 16 Additional Trains 16 Additional Trains 17 Additional Trains 18	rependent Certifier: ress Days' notice of the date on which it expects itional Trains Completion; and st for a Certificate of Additional Trains Completion has been the request must not be given earlier than 5 after the date on which OpCo gives notice under the date on which OpCo gives notice under the date on which OpCo gives notice under the date on the request under clause pendent Certifier must determine whether is Completion has been achieved and either: rional Trains Completion has been achieved, a Certificate of Additional Trains Completion to and the Principal: stating as the Date of Additional Trains Completion, the date on which Additional Trains Completion was achieved; specifying any Minor Defects; and
22B.4	OpCo (a) (b) Certifi	must given at least to ach a writt when achieved	re the Indiest 5 Businesieve Additions Days 22B.3(a) of Additions 15 Businesies Days 16 Additions 15 Businesies Days 16 Additions 16 Additions 17 Additions 18 Businesies Days 16 Additional Trains 16 Additional Trains 17 Additional Trains 18	rependent Certifier: ress Days' notice of the date on which it expects itional Trains Completion; and st for a Certificate of Additional Trains Completion has been the request must not be given earlier than 5 refer the date on which OpCo gives notice under the date on which OpCo gives notice under the date on which OpCo gives notice under the date on the request under clause pendent Certifier must determine whether as Completion has been achieved and either: rional Trains Completion has been achieved, and the Principal: stating as the Date of Additional Trains Completion to and the Principal: stating as the Date of Additional Trains Completion, the date on which Additional Trains Completion was achieved; specifying any Minor Defects; and specifying any Minor Non-Compliances; or tional Trains Completion has not been achieved.

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					acticable 22B.4(a	to provide the list referred to in h)(ii)(A).
	(b)	22B.4 achie	(a)(ii), O ve Additi	pCo mus	t continu ns Comp	es a notice under clause e with the Delivery Activities to letion and clause 22B.3 and this
	22B.5 Additi	onal Tra	ins Fina	l Comple	etion	
	(a)	Imme OpCo	diately a must ex	fter the D	ate of Ad	Trains Final Completion): Iditional Trains Completion, Iligently progress the Delivery Iditional Trains Final Completion.
	(b)					Trains Final Completion): ion will be achieved when:
		<i>(i)</i>		icate of A		linor Defects specified in the Trains Completion have been
		(ii)	with a			Co has provided the Principal required by the SSTOM
		(iii)	(Intel	lectual P	roperty	report): OpCo has either
			(A)	that had in carrethe Accomp	ave beer rying out Iditional Ietion or ies in rel rried out	rate items of Intellectual Property developed or licensed by OpCo OpCo's Activities in relation to Trains up to Additional Trains in preparation for OpCo's ation to the Additional Trains to after Additional Trains
			(B)	Devel	oped Inte	specifying whether it is ellectual Property or Licensed perty and:
				(1)	by wh the ste that th	Developed Intellectual Property, om it has been developed and eps taken by OpCo to procure to intellectual property is need to, and vests in, the Principal;
				(II)	if it is	Licensed Intellectual Property:
					(1)	from whom it has been licensed;
					(2)	the basis upon which the licensor has licensed it (i.e. as owner or as a sub-licensor);
					(3)	if applicable, the ultimate owner of the Intellectual Property:
					(4)	the steps taken to procure a sub-licence for the Principal; and
					(1)	whether a Deed of Assurance is in place with the ultimate

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			owner of the intellectual property; and
		(iv)	(Minor Non-Compliances): all Minor Non-Compliances specified in the Certificate of Additional Trains Completion have been corrected.
	(c)	<u>OpCo</u>	rest for Additional Trains Final Completion): When considers that Additional Trains Final Completion has achieved, OpCo must:
		(i)	notify the Independent Certifier of its opinion; and
		(ii)	request the Independent Certifier to issue a Certificate of Additional Trains Final Completion.
	(d)	OpCo'	ficate of Final Completion): Within 15 Business Days of 's request under clause 22B.5(c), the Independent Certifier determine whether Additional Trains Final Completion has achieved and either:
		<i>(i)</i>	if Additional Trains Final Completion has been achieved, issue to the Principal and OpCo a Certificate of Additional Trains Final Completion stating as the Date of Final Completion the date on which Additional Trains Final Completion was achieved; or
		(ii)	if Additional Trains Final Completion has not been achieved, issue a notice to the Principal and OpColisting the work remaining to be performed to achieve Additional Trains Final Completion.
	(e)	issues with th	al Completion not achieved): If the Independent Certifier a notice under clause 22B.5(d)(ii) OpCo must continue be Delivery Activities to achieve Additional Trains Final detion and clauses 22B.5(c) and 22B.5(d) will reapply.
	(1)	determ	striction): The Independent Certifier, in making a nination as to whether Additional Trains Final Completion een achieved:
		(i)	will not be restricted by any:
			(A) <u>certification, notice, list or opinion already</u> <u>provided under this deed; or</u>
			(B) <u>obligation of OpCo under this deed to correct</u> any Defects which may be discovered after Additional Trains Final Completion; and
		(ii)	will be entitled to raise any items of work as a ground for determining that Additional Trains Final Completion has not been achieved.
	22B.6 Operation	of Ad	ditional Trains on Sydney Metro – Western Sydney
	OpCo m	ers on S	use any Additional Train to provide a Train Service with Sydney Metro – Western Sydney Airport until the as achieve Additional Trains Completion.
	Clause 28.1(c) is	ameno	ded as follows:
	28.1 Principal's		
	The Prin	ncipal m	nust pay OpCo:

Item

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(c) the Service Payments, the Final Completion Payment, any Pre-Agreed Option Construction Payment, the Early Handover Payment, the Delivery Phase Performance Incentive Payment, the Milestone Payments and the CRS Principal Share Amount in accordance with clauses 28.5, 28.6 and 28.7; and

Insert new clause 28.2B after clause 28.2:

28.2B Payment for Pre-Agreed Option 3

- (a) In this clause 28.2B:
 - (i) <u>Aggregate Train Price means, the amount in the</u>

 <u>Model Outputs Schedule, being the sum of the Train</u>

 Price and the Train Final T&C Price;
 - (ii) <u>Milestone Date</u> means each date specified in the table in clause 28.2A(c);
 - (iii) <u>Milestone Payment means, in respect of a Milestone</u>

 <u>Date, the amount calculated in accordance with the</u>

 table in clause 28.2B(c);
 - (iv) One-Off Implementation Price means, the amount in cell I510 and J510 for D&C Contractor rail systems component, I511 for D&C Contractor civil component, and I512 for O&M Contractor component of the Model Outputs Schedule for all other delivery costs not included in the Aggregate Train Price, including to provide for infrastructure and system to the Stabling and Maintenance Facility;
 - (v) Train Final T&C Price means the amount in cells 1508
 and J508 of the Model Outputs Schedule for the final
 testing and commissioning of all the Additional Trains.
 This being the portion of testing and commissioning that
 requires access to the Sydney Metro Western Sydney
 Airport Mainline, including any required Test Running
 Tests and the 1,000 km continuous fault free running
 distance for each Additional Train from Particular
 Specification 12 (Testing and Commissioning); and
 - (vi) Train Price means the amount in cells 1507 and J507 of the Model Outputs Schedule for the manufacture, supply and delivery of all the Additional Trains, including all required testing and commissioning activities that can be performed at the manufacturing facility, off-site test track or the Stabling and Maintenance Facility maintenance depot and test track).
- (b) <u>Subject to this clause 28, the Principal will pay OpCo each</u>
 <u>Milestone Payment.</u>
- (c) The Milestone Payments and Milestone Dates are as follows:

No	Milestone Date	Milestone Payment
<u>1.</u>	The date on which notice is given pursuant to clause 36.1(a) in respect of Pre-Agreed Option 3.	
<u>2.</u>	The date on which the Independent Certifier certifies that the Factory	

Item D	etails		Acceptance Test for the	NUMBER OF THE STORY OF
			last Additional Train has been passed.	
	3	3.	The date on which all of the Additional Trains have been delivered to the Sydney Metro Site for on- site testing.	
	4.	1a.	Beginning of Trial Operation	
	41		The Date of Additional Trains Completion	
	<u>5.</u>		The Date of Additional Trains Final Completion	

- (d) All amounts in foreign currency will be converted to AUD at the Effective Date via a process consistent to that set out for converting foreign exchange in the Financial Close Adjustment Protocol, with the Effective Date being the date that forward exchange rates are set. Following this conversion process, the Model Outputs Schedule will be updated to include amounts in AUD only.
- (e) OpCo acknowledges and agrees that, for the purposes of the Milestone Dates in clause 28.2B(c), the Additional Trains will be taken to be the last of the Trains that OpCo is required to deliver under this deed.

Clause 28.5 is amended as follows:

28.5 Payment claims for Service Payments and other amounts

Item	Details	Grand	TOUR !	MEN A DESCRIPTION OF THE TRANSPORT OF TH			
	(a)		OpCo must give the Principal's Representative claims for payment of the Final Completion Payment, the Service Payments, any Pre-Agreed Option Construction Payment, the Early Handover Payment, any CRS Principal Share Amount, ar CRS Principal Completion Amount, the Delivery Phase Performance Incentive Payment, the Milestone Payments and any other amounts payable by the Principal to OpCo (other that the Capital Contribution or the CDPD Amount):				
		<i>(i)</i>	in the	case of a claim for payment of:			
			(A)	the Final Completion Payment or any CRS Principal Completion Amount, on or after the Date of Final Completion;			
			(B)	a Service Payment, within 5 Business Days after the end of each month;			
	150		(C)	any Pre-Agreed Option Construction Payment, any Early Handover Payment, any CRS Principal Share Amount or any other amounts payable by the Principal, within 5 Business Days after the end of each month; and			
			(D)	the Delivery Phase Performance Incentive Payment, after the determination of the Final DPPI Assessment in accordance with Schedule 9 (Delivery Phase Performance Incentive); and			
			(E)	a Milestone Payment, on or after the relevant Milestone Date.			
		(ii)	forma Paym	case of a claim for a Service Payment, in the t set out in Annexure C of Schedule 2 (Service ent calculation) or such other format as the pal's Representative reasonably requires;			
		(iii)		are valid Tax Invoices for any Taxable Supplies to the payment relates;			
		(iv)	which	include:			
			(A)	in the case of a claim for payment of a Service Payment, the Monthly Service Payment Report required under clause 28.15(a)(iv); and			
			(B)	any other evidence of the amounts claimed reasonably required by the Principal's Representative; and			
		(v)	which releva	are based on the Schedule of Rates, to the extent ont.			
	(b)			include in any payment claim under this clause which is barred by clause 64.8.			
	(c)	amounterelation Principamounterelation by the issued	nt of any on to the pal Share nts payal e Principa d under of under th	ther provisions of this deed to the contrary, the progress claim to which OpCo is entitled in Pre-Agreed Option Construction Payment, CRS is Amount, Milestone Payments or any other ble by the Principal and the amount to be allowed all's Representative in any payment schedule clause 28.6 as the amount payable to OpCo or in any way in connection with a payment claim his clause 28.5 will not include the following			

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-	(1)	any amount which this deed provides cannot be claimed or is not payable because of the failure by OpCo to take any action (including to give any notice to the Principal or the Principal's Representative);			
	(ii)	any amount which this deed provides is not payable until certain events have occurred or conditions have been satisfied, to the extent those events have not occurred or those conditions have not been satisfied;			
	(iii)	any amount in respect of which the obligation of the Principal to make payment has been suspended under this deed;			
	(iv)	any amount in respect of which OpCo has failed to provide supporting information as required by this clause 28; or			
	(v)	any amount which has already been paid or which is otherwise not claimed in accordance with this deed.			
		art V and Part W in Schedule 34 (Certificates) as set out in edule 5 (Pre-Agreed Options).			
	the Pricing Assumption Option, the parties will	this Pre-Agreed Option is offered by OpCo on the basis of is listed below. If the Principal exercises this Pre-Agreed in good faith agree the amendments to this deed (including on) necessary to reflect the Pricing Assumptions.			
Pricing Assumptions		ase assumptions for the pricing provided for the Additional uencing assumptions for this Pre-Agreed Option:			
	priced, include 4, No. 5 and it been conside extension to t resourcing, th Certifier or oth modelling and	the Stabling and Maintenance Facility that have been be only for the 3 additional stabling roads, namely roads No. No. 6 at Stabling 1.Incremental incidental costs have not red in this Pre-Agreed Option pricing such as any the duration of the Delivery Phase, additional OpCo SPV be cost of the Independent Certifier or Sub Independent their implications for sustainability, for carbon offsets, energy I reporting or the relevant Climate Active outcomes and the tions for these matters.			
	 Pricing includes the cost of extending OpCo's Delivery Phase Insurances (including marine cargo and marine advance consequential loss insurances) to cover the Additional Trains. The Principal will be required to extend any of the Principal's Insurances applicable to the Additional Trains. 				
	 Type Testing will not be required as the Additional Trains are being but to the same Specifications as the SSTOM Trains. 				
	Train 1 as out	ins will not be required to perform the tests required of lined in Particular Specification 12, (only the testing regime 12 will apply).			
		nd Commissioning team shall have unhindered full access est track and access to the mainline.			
		ntractor will have Additional Train operational staff (CSA's f) available for Testing and Commissioning.			
	provided on the activities of the	ntractor's pricing for Pre-Agreed Option 3 has been ne basis that the main SSTOM Works Trial Operations e O&M Contractor are not hindered by the testing, g and the 1,000km fault free running tests of the Additional			

Details Trains, and that the O&M Contractor shall be provided full and unhindered access to the depot, test track and the mainline. Independent Certifier approvals and Accreditation Approval for the Additional Trains will follow the same methodology as per the SSTOM The base marginal prices for marginal kilometers submitted under section 2.05 (Base marginal prices relevant to the Service Level Adjustments) of the Model Output Schedule refer to the Base Availability Fee and are applicable for preventative and corrective maintenance only. In case of substantially increased mileages above the Base Service Kilometers of additional overhauls may be required and consequently the Lifecycle Component has to be adjusted. These pricing assumptions for respective unhindered access for commissioning of Additional Trains and unhindered access for the O&M Contractor's SSTOM Works Trial Operations activities, as at Financial Close contains an inherent conflict that has not been resolved within the current pricing of the Pre-Agreed Option, which is forecast between where Additional Trains 4, 5, 6 and and 7 will not be able to be provided unhindered access for testing and commissioning in isolation of the SSTOM Works Trial Operations activities. OpCo and Sydney Metro shall develop a plan of action to adjust the approach to these activities prior to the Election Date of the Pre-Agreed Option to ensure this is resolved and pricing of the Final T&C Price and the O&M Contractor's component and the D&C Contractor's rail systems component of the One-Off Implementation Price is amended to reflect an agreed final testing and commissioning strategy for the Additional Trains without impacting the SSTOM Works. The Train Final T&C Price and the One-off Implementation Price has been priced assuming: that a Date of Additional Trains Completion of (a) can be achieved; and (b) the depot, test track and mainline for testing the Additional Trains can be accessed without impacting OpCo's execution of Trial Operations for the SSTOM Works. As the Trial Operations for the SSTOM Works (other than the Additional Trains) are considered a priority to the testing and commissioning of the Additional Trains. If the above cannot be achieved, the Principal agrees to review the pricing of the Train Final T&C Price, and the O&M Contractor's component and the D&C Contractor's rail systems component of the One-Off Implementation Price to ensure it is aligned to circumstances forecast at that time. The Train Final T&C Price, and the O&M Contractor's component and the D&C Contractor's rail systems component of the One-Off Implementation Price shall be adjusted (by mutual agreement) to accommodate any changes to these assumptions to an agreed final delivery approach. No Amendments. Amendments to other Exhibits

4. Pre-Agreed Option 4 – Tunnel squeeze-way

Item	Details				
Description	Inclusion of a side access squeeze-way so Emergency Services and OpCo's operations and maintenance personnel can by-pass a stationary train between stations.				
Election Date					
Effective Date	The date set out in the notice issued by the Principal to OpCo pursuant to cla 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 4.				
Adjustment to Capital Contribution and/or Pre-Agreed Option Construction Payment	Upon issue of the notice by the Principal to OpCo pursuant to clause 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 4, the Principal must pay OpCo the Pre-Agreed Option Construction Payment each month in the amount (if any) specified in the column headed – "Pre-Agreed Option 4 – Tunnel squeeze-way" for that month in the "Pre-Agreed Option Construction Payment" schedule in the Model Outputs Schedule.				
	The Pre-Agreed Option Construction Payment will be paid in accordance with clause 28 of the Operative Provisions.				
Adjustment to Schedule 2 (Service Payment calculation)	No adjustment.				
Adjustment to Date for Completion	No adjustment.				
Amendments to Operative Provisions	No amendments.				
Amendments to Exhibit 1, SSTOM Specification	The SSTOM Specification is amended as set out in section 16.3 of Particular Specification 16 (<i>Pre-Agreed Options</i>).				
Amendments to other Exhibits	No amendments.				

5. Pre-Agreed Option 5 – GRC wall and ceiling panels

Item	Details
Description	Substitution of OpCo's proposed compressed fibre cement sheet material with glass reinforced concrete (GRC) as the wall cladding and ceiling and soffit material for FOH areas in the underground stations.
Election Date	
Effective Date	The date set out in the notice issued by the Principal to OpCo pursuant to clause 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 5.
Adjustment to Capital Contribution and/or Pre-Agreed Option Construction Payment	Upon issue of the notice by the Principal to OpCo pursuant to clause 36.1(a) of the Operative Provisions in respect of Pre-Agreed Option 5, the Principal must pay OpCo the Pre-Agreed Option Construction Payment each month in the amount (if any) specified in the column headed – "Pre-Agreed Option 5 – GRC wall and ceiling panels" for that month in the "Pre-Agreed Option Construction Payment" schedule in the Model Outputs Schedule.
	The Pre-Agreed Option Construction Payment will be paid in accordance with clause 28 of the Operative Provisions.
Adjustment to Schedule 2 (Service	No adjustment.

ltem	Details
Payment calculation)	
Adjustment to Date for Completion	No adjustment.
Amendments to Operative Provisions	No amendments.
Amendments to Exhibit 1, SSTOM Specification	The SSTOM Specification is amended as set out in section 16.4 of Particular Specification 16 (<i>Pre-Agreed Options</i>).
Amendments to other Exhibits	No amendments.

Annexure A – Additional Pre-Agreed Option 2 certificates

Part R – OpCo, Designer and O&M Contractor's Additional Trains Completion Certification – Pre-Agreed Option 2

(clause	22A.4)
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To:

Sydney Metro (Principal) and [insert name of Independent Certifier] (Independent

Certifier)

From:

[insert] (ABN [insert]) (OpCo)

[insert] (ABN [insert]) (Designer)

[insert] (ABN [insert]) (O&M Contractor)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated **[insert]** (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

This section is to be completed by the Designer. When there is more than one relevant Designer, this section will be replicated and signed by each relevant Designer:

In accordance with the terms of clause 22A.2(b)(i) of the SSTOM Project Deed, the Designer certifies that the Additional Trains have been constructed in accordance with the AFC Design Documentation, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the Designer by:

Signature:		
Name:		
TAO number (required for on- airport design)		
Engineers Australia member number (required for on-airport design)		
Position: (Design Director)	_	
Date:		

This section is to be completed by OpCo

In accordance with clause 22A.2(b)(ii) of the SSTOM Project Deed, OpCo certifies that the Additional Trains:

- comply with all the requirements of the SSTOM Project Deed (including the SSTOM Specification; and
- (b) have been constructed in accordance with the AFC Design Documentation,

except for the Minor Defects identified in the attached list.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
TAO number (required for on- airport design)	

Aust	neers ralia member ber (required n-airport gn)			
Posi (Opt	tion: Co Director)			
Date):			
This	section is to be	e completed by the O&M Contractor:		
		ne terms of clause 22A.2(b)(iii) of the SSTOM Project Deed, the O&M Contractor tional Trains are acceptable.		
Nothi	ng in this certific	cate:		
(a)	imposes any	liability on the O&M Contractor for the design of the Additional Trains; or		
(b)	is a certificat	is a certification of the fitness for purpose of the Additional Trains.		
Signe	d for and on be	half of the O&M Contractor by:		
Sign	ature:			
Nam	ie:			
,	tion: M Contractor ctor)			
Date):			

Annexure A – List of Minor Defects

No.	Minor Defect		

Part S - Independent Certifier's Certificate of Additional Trains – Pre-Agreed Option 2

(clause 22A.4)	
To:	Sydney Metro (Principal) and [insert name of OpCo] (OpCo)

From: [insert] (ABN [insert]) (Independent Certifier)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (SSTOM Project Deed). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22A.4(a)(i) of the SSTOM Project Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, Additional Trains Completion has been achieved.

The Date of Additional Trains Completion is [insert].

A list of Minor Defects and Minor Non-Compliances is attached.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

Attachment – List of Minor Defects and Minor Non-Compliances – Pre-Agreed Option 2

No.	Minor Defect / Minor Non-Compliance		

Part T - Independent Certifier's Certificate of Additional Trains Final Completion

(clause 22A.5(d)(i))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (Independent Certifier)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (SSTOM Project Deed). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22A.5(d)(i) of the SSTOM Project Deed, the Independent Certifier hereby certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, Additional Trains Final Completion has been achieved.

The Date of Additional Trains Final Completion is [insert].

Signed for and on behalf of the Independent Certifier by:

Signature:		
Name:		
Position: (Independent Certifier's Representative)		
Date:		

Annexure B - Additional Pre-Agreed Option 3 Certificates

Part U – OpCo, Designer and O&M Contractor's Additional Trains Completion Certification – Pre-Agreed Option 3

(cl	ause	22A	4
100	ausc	~~	· T

To:

Sydney Metro (Principal) and [insert name of Independent Certifier] (Independent

Certifier)

From:

[insert] (ABN [insert]) (OpCo)

[insert] (ABN [insert]) (Designer)

[insert] (ABN [insert]) (O&M Contractor)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (SSTOM Project Deed). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

This section is to be completed by the Designer. When there is more than one relevant Designer, this section will be replicated and signed by each relevant Designer:

In accordance with the terms of clause 22B.2(b)(i) of the SSTOM Project Deed, the Designer certifies that the Additional Trains have been constructed in accordance with the AFC Design Documentation, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the Designer by:

Signature:	
Name:	
TAO number (required for on- airport design)	
Engineers Australia member number (required for on-airport design)	
Position: (Design Director)	
Date:	

This section is to be completed by OpCo

In accordance with clause 22B.2(b)(ii) of the SSTOM Project Deed, OpCo certifies that the Additional Trains:

- comply with all the requirements of the SSTOM Project Deed (including the SSTOM Specification; and
- (b) have been constructed in accordance with the AFC Design Documentation,

except for the Minor Defects identified in the attached list.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
TAO number (required for on- airport design)	

Engineers Australia member number (required for on-airport	
design)	
Position: (OpCo Director)	
Date:	
This section is to be	completed by the O&M Contractor:
	e terms of clause 22B.2(b)(iii) of the SSTOM Project Deed, the O&M Contractor tional Trains are acceptable.
Nothing in this certific	ate:
(a) imposes any	liability on the O&M Contractor for the design of the Additional Trains; or
(b) is a certificati	on of the fitness for purpose of the Additional Trains.
Signed for and on bel	nalf of the O&M Contractor by:
Signature:	
Name:	
Position: (O&M Contractor Director)	
Date:	

Annexure A – List of Minor Defects

No.	Minor Defect

Part V - Independent Certifier's Certificate of Additional Trains Completion – Pre-Agreed Option 3

(clause 2	22A.4)
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To:

Sydney Metro (Principal) and [insert name of OpCo] (OpCo)

From:

[insert] (ABN [insert]) (Independent Certifier)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22B.4(a)(i) of the SSTOM Project Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, Additional Trains Completion has been achieved.

The Date of Additional Trains Completion is [insert].

A list of Minor Defects and Minor Non-Compliances is attached.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

Attachment - List of Minor Defects and Minor Non-Compliances

No.	Minor Defect / Minor Non-Compliance

Part W - Independent Certifier's Certificate of Additional Trains Final Completion – Pre-Agreed Option 3

(clause 22B.5(d)(i))

To:

Sydney Metro (Principal) and [insert name of OpCo] (OpCo)

From:

[insert] (ABN [insert]) (Independent Certifier)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22B.5(d)(i) of the SSTOM Project Deed, the Independent Certifier hereby certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, Additional Trains Final Completion has been achieved.

The Date of Additional Trains Final Completion is [insert].

Signed for and on behalf of the Independent Certifier by:

Signature:		
Name:		
Position: (Independent Certifier's Representative)		
Date:		