PART E - FINANCIAL

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## SCHEDULE E1

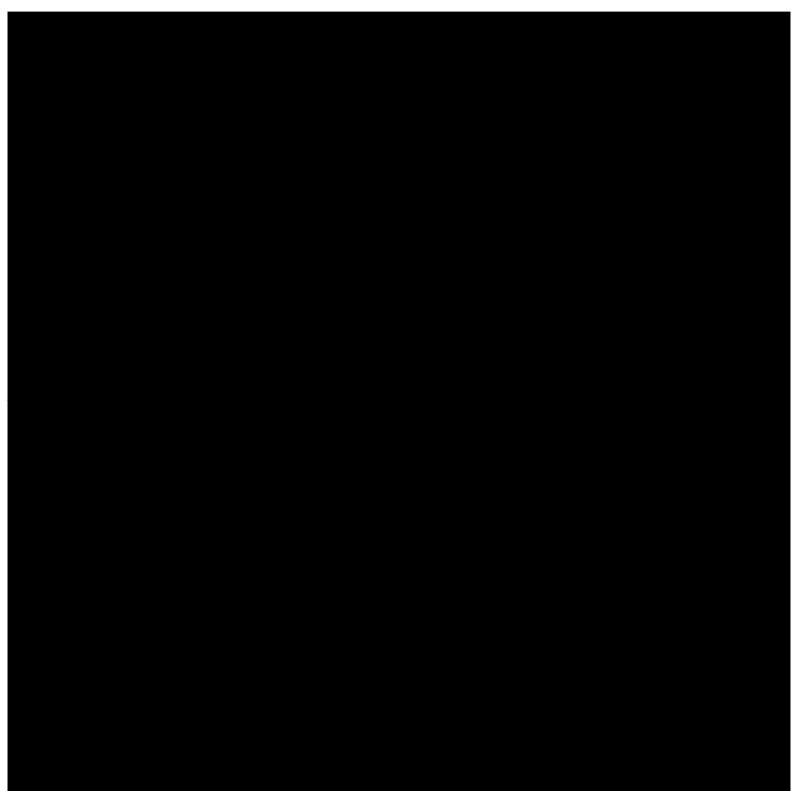
## **Design Payment Schedule**

## SCHEDULE E2

## **Construction Payment Schedule**

SCHEDULE E3

Transitional Handover Services Payment Schedule



### **Unconditional Undertaking**

#### (Clause 6.2)

THIS DEED POLL (Und	lertaking) made the	day of	20
IN FAVOUR OF:	Sydney Metro (ABN 12 354	063 515) (the	Principal)
GIVEN BY:		(Finan	cial Institution)

The SCAW Cor	tractor: »
ABN »	
Security Amoun	t\$ »
The Contract:	The SCAW Contract between the Principal and the SCAW Contractor
Contract Title:	Sydney Metro - Western Sydney Airport, Surface and Civil Alignment Works Design and Construction Deed
Contract Numbe	Эг: »

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

### Undertaking

- 1. At the request of the SCAW 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. Demands under this Undertaking may be made at:
  - (a) [Insert current address of Bank]; or
  - (b) any other office maintained by the Financial Institution in Sydney from time to time.
- 3. The Financial Institution unconditionally agrees that, if notified in writing purportedly signed by or for and on behalf of 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 on demand, without reference to the SCAW Contractor and despite any notice from the SCAW Contractor not to pay.
- 4. The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
- 5. 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;

- (c) the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall; or
- (d) 4:00pm Sydney time on [insert date] at the counter of the Financial Institution.
- 6. 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.
- 7. [The Financial Institution accepts, and submits to, the jurisdiction of the New South Wales courts in relation to any disputes associated with the Undertaking.] [Note: This clause is to be included in the Undertaking where the Financial Institution is headquartered outside Australia.]
- 8. 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:

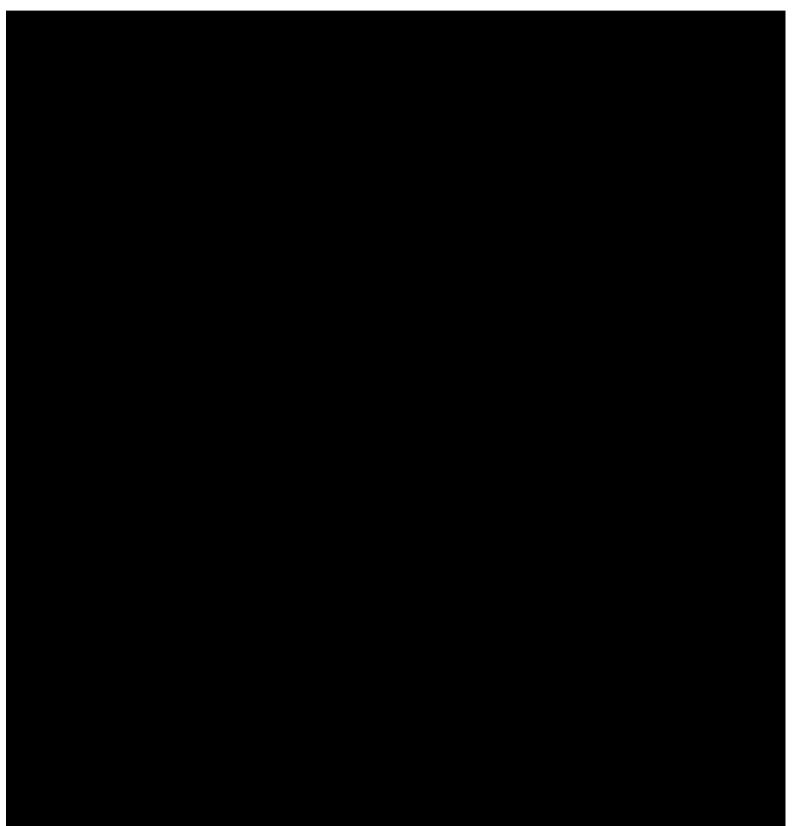
Signature of Attorney

Signature of Witness

Name of Attorney in full

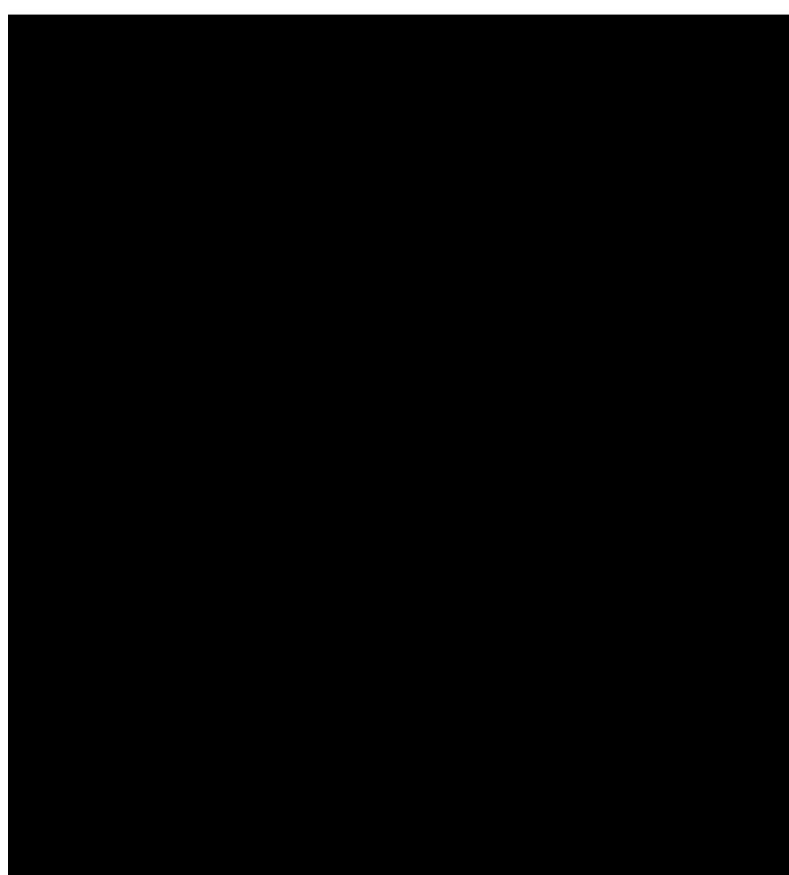
Name of Witness in full

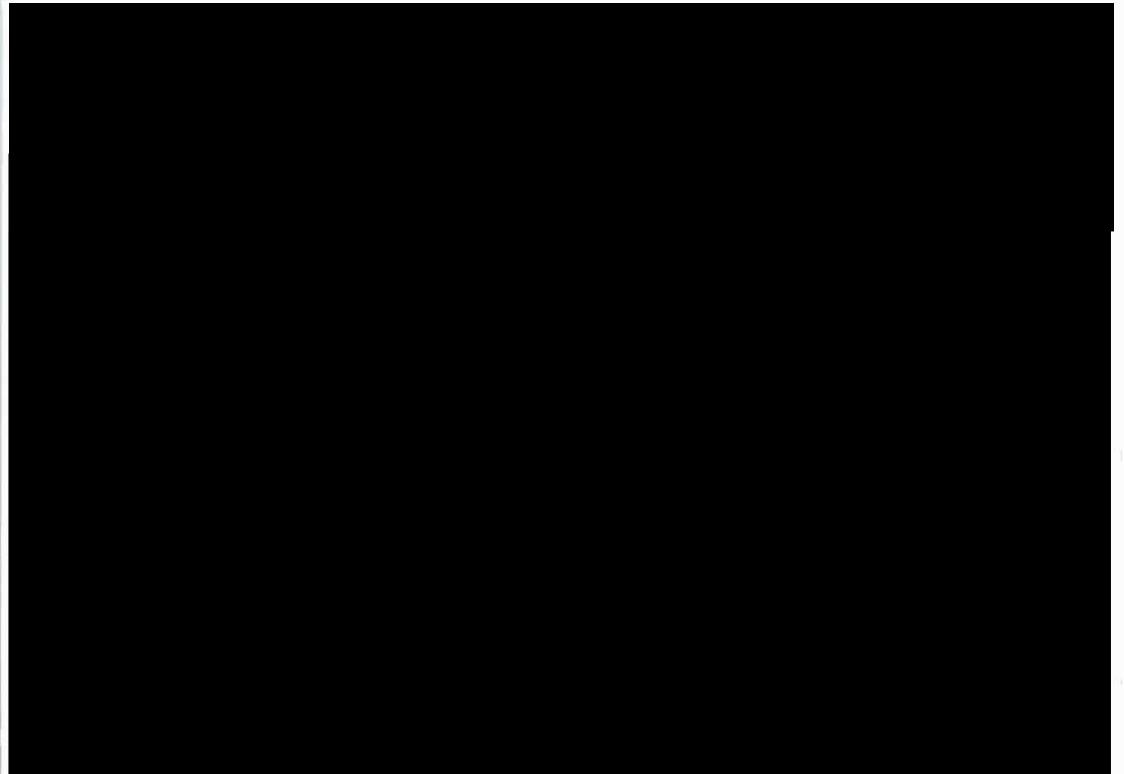
# Parent Company Guarantee

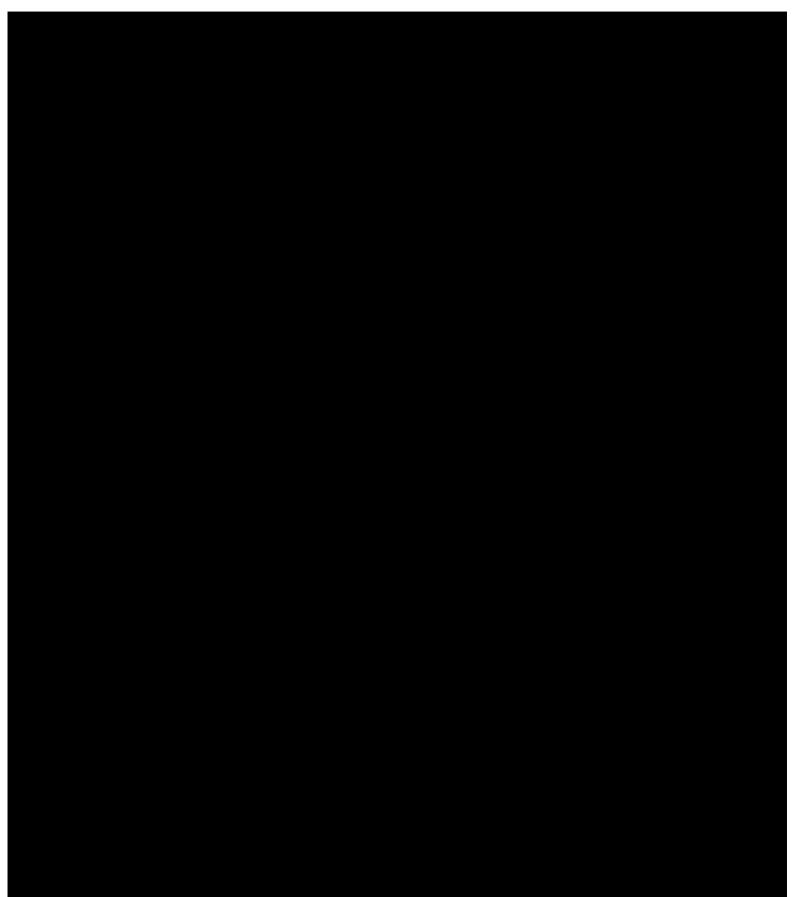


## Insurance Policies

### Remediation

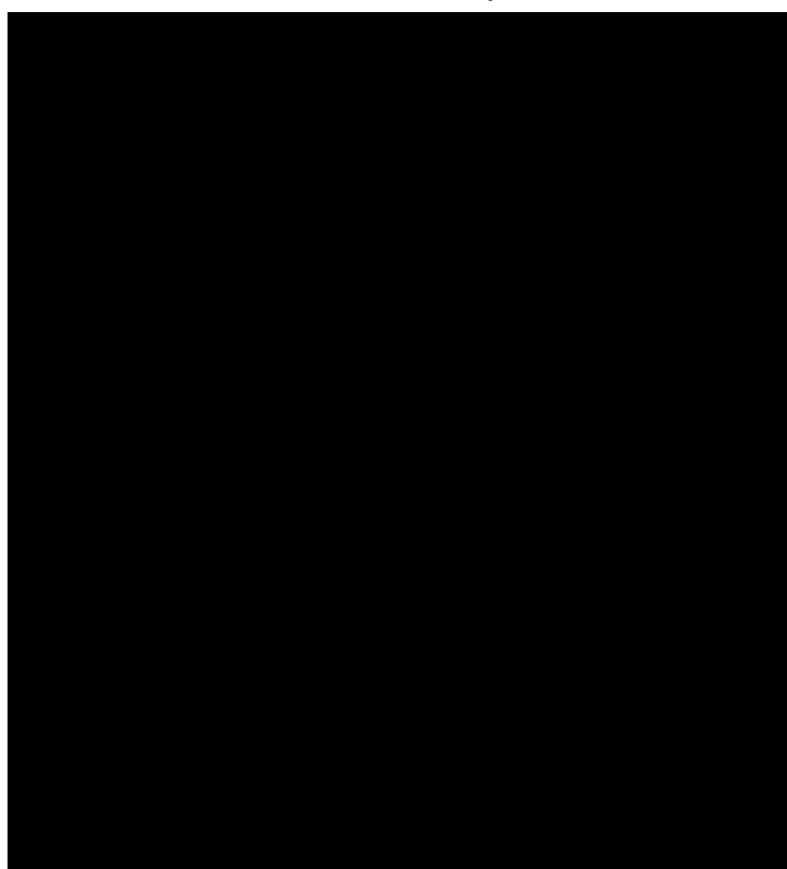






## SCHEDULE E10

## Performance Incentive Regime



SCHEDULE E11

