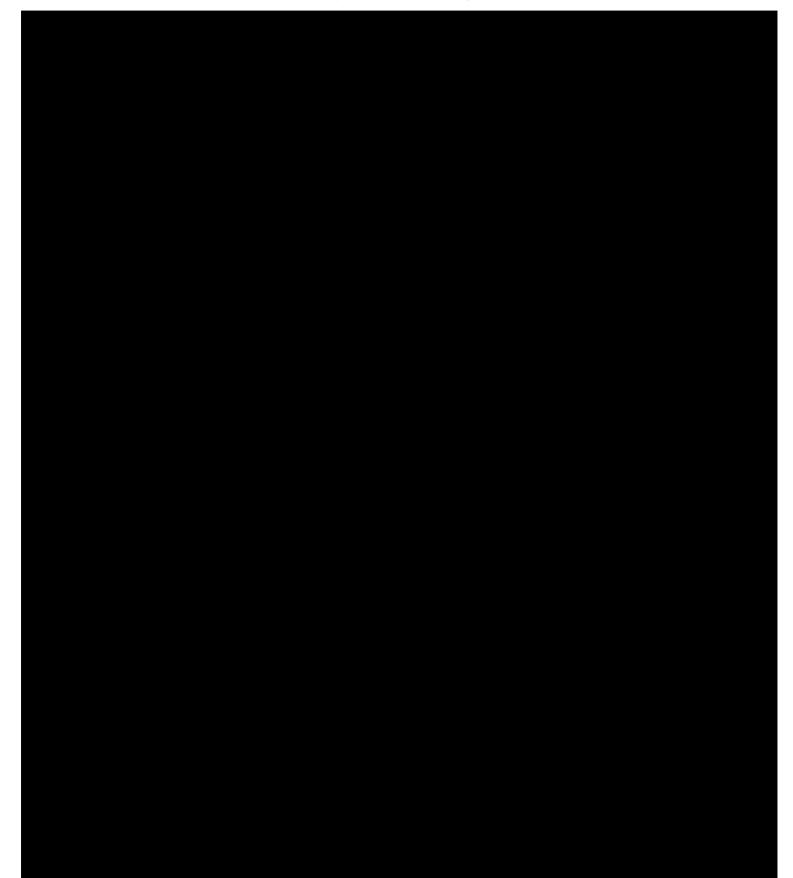
SCHEDULE E1

Design Payment Schedule

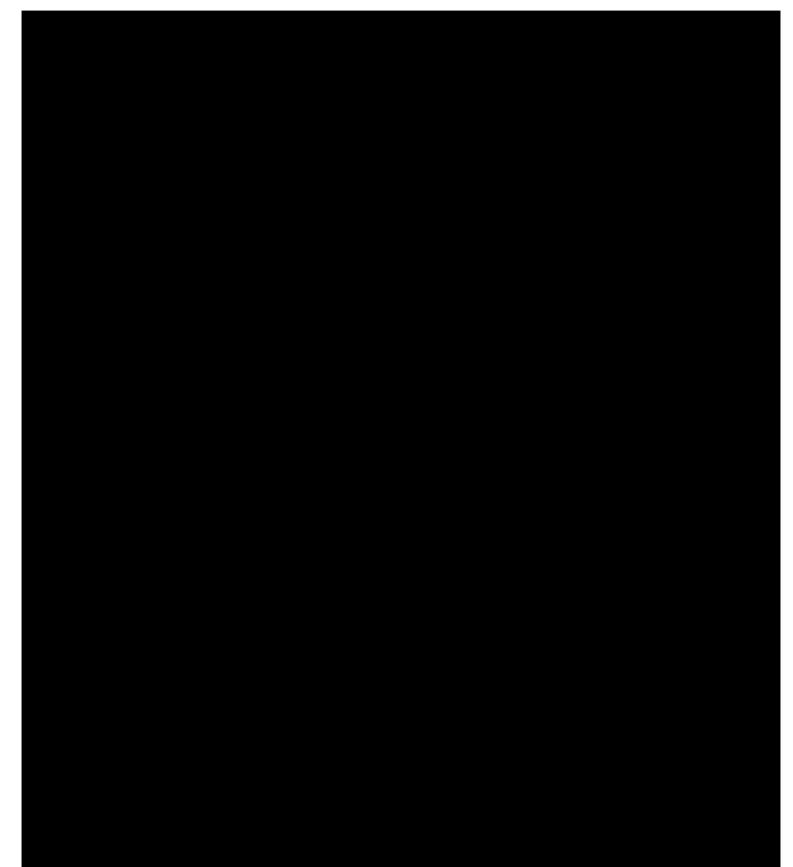
(Clauses 1.1 and 20)



SCHEDULE E2

Construction Payment Schedule

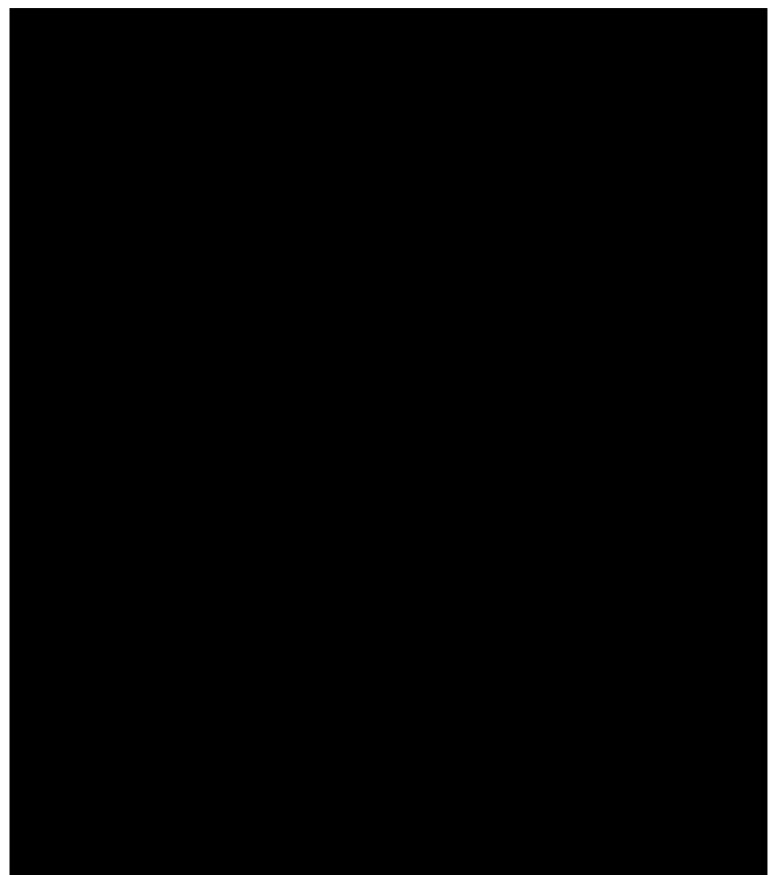
(Clauses 1.1 and 20)



SCHEDULE E3

Transitional Handover Services Payment Schedule

(Clauses 1.1 and 19.16(a)(ii))



SCHEDULE E4

Unconditional Undertaking

(Clause 6.2)

THIS DEED POLL (Indertaking) made th	ne day	of	20
IN FAVOUR OF:	Sydney Metro (ABN 12	2 354 063 515)	(the Princi	cal)
GIVEN BY:		(Finan	cial Instit	ution)

The SBT Contractor: »

ABN »

Security Amount \$ »

The Contract: The SBT Contract between the Principal and the SBT Contractor

Contract Title: Sydney Metro - Western Sydney Airport, Station Boxes and Tunnelling Works Design and Construction Deed

Contract Number: ».....

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

Undertaking

- 1. At the request of the SBT 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 SBT Contractor and despite any notice from the SBT 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

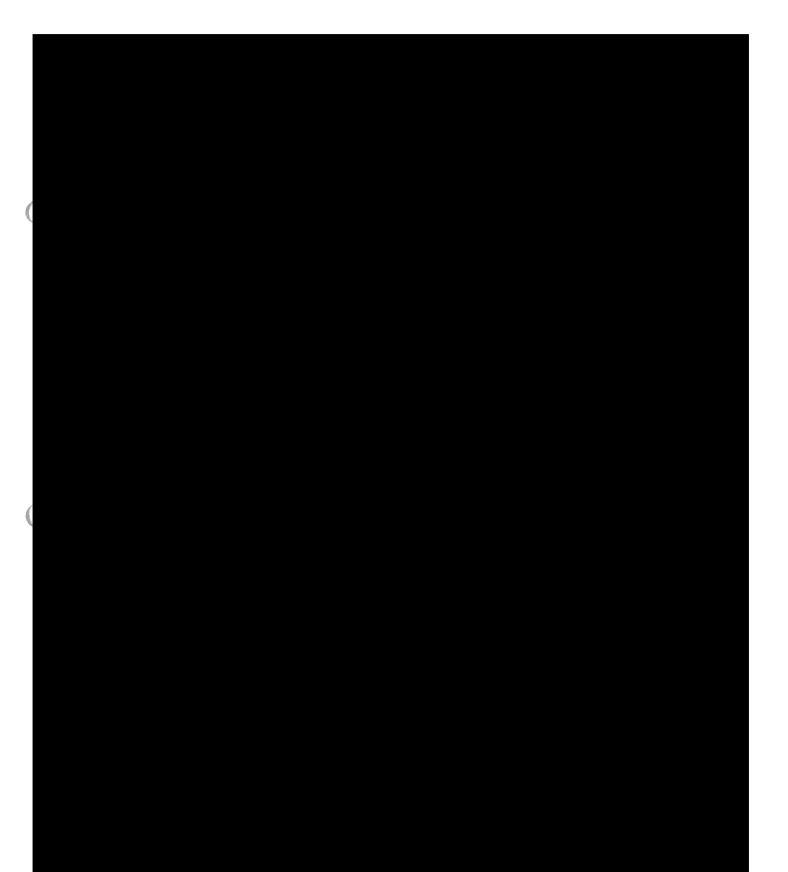
Name of Attorney in full

Name of Witness in full

SCHEDULE E5

Parent Company Guarantee

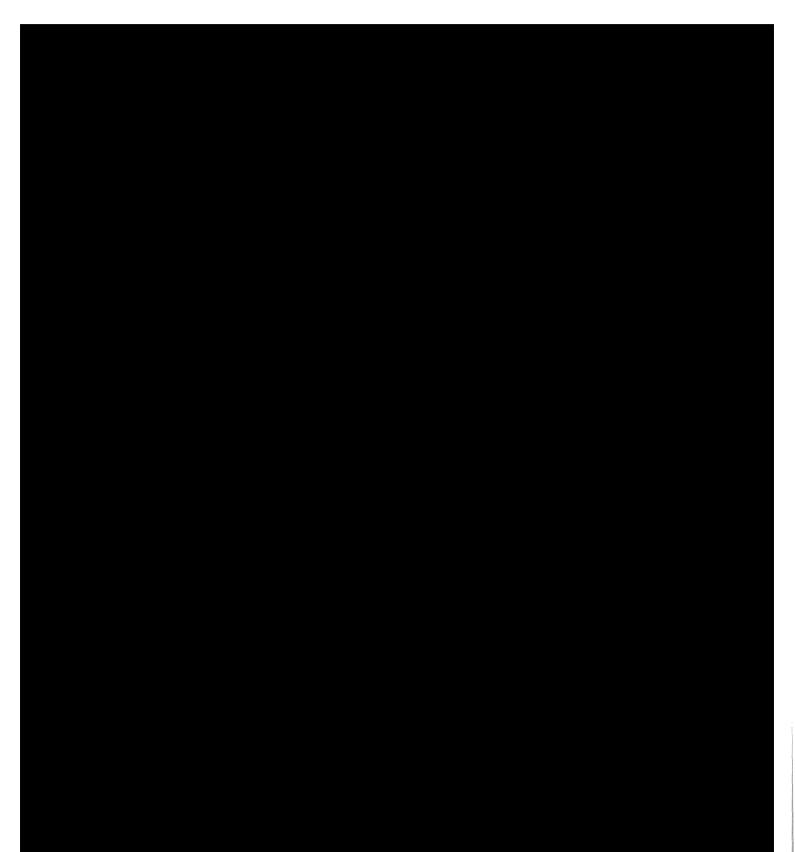
(Clause 6.9)



SCHEDULE E6

Insurance Policies

(Clause 23.4)



SCHEDULE E7

Remediation

(Clause 12.17(d))





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SCHEDULE E9

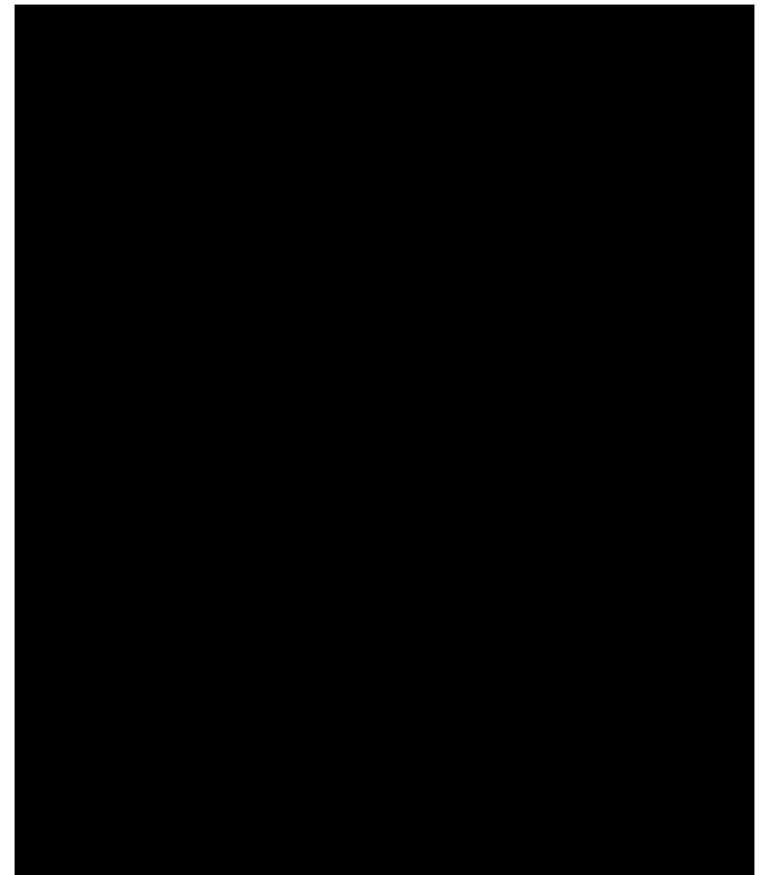
Valuation Mechanism

(Clause 15.5 and 15A.1 and 20.12(h))

SCHEDULE E10

Performance Incentive Regime

(Clauses 1.1 and 20.15)



SCHEDULE E11

