# PART E - FINANCIAL



# SCHEDULE E1

Payment

(Clauses 1.1 and 22)

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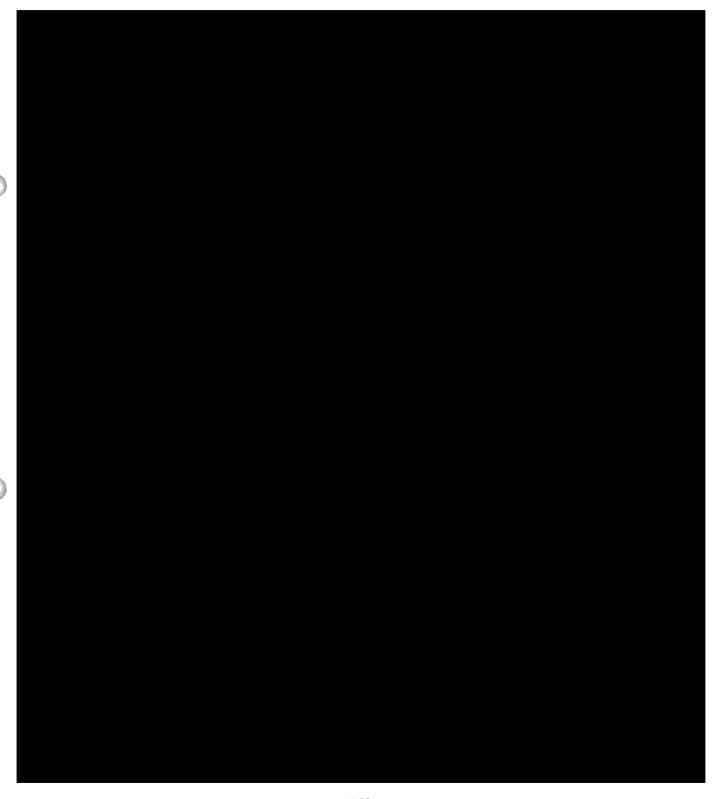
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# SCHEDULE E2

# Schedule of Rates for Reimbursable Work

(Clauses 1.1 and 6)



### SCHEDULE E3

Not used



### SCHEDULE E4

#### **Unconditional Undertaking**

### (Clause 7.2)

THIS DEED POLL (Undertaking) made the day of 20

IN FAVOUR OF: Sydney Metro (ABN 12 354 063 515) (the Principal)

GIVEN BY:

(Financial Institution)

The	Tunnelling	Contractor:	»	
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ABN » .....

Security Amount \$ » .....

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

Contract Title: Sydney Metro West, Eastern Tunnelling Works Incentivised Target Cost Contract

Contract Number: ».....

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

## Undertaking

- 1. At the request of the Tunnelling 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:
  - (a) at [Insert current address of the Financial Institution];
  - (b) at any other office maintained by the Financial Institution in Sydney from time to time; or
  - (c) by any other method agreed to by the parties, acting reasonably.
- 3. 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 Tunnelling Contractor and despite any notice from the Tunnelling 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:
  - (a) one of the following occurs:



- (i) the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
- (ii) this Undertaking is returned to the Financial Institution; or
- (iii) the Financial Institution pays the Principal the whole of the Security Amount; or
- (b) 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 E4A

#### Notice of Release (Unconditional Undertakings)

(Clause 7.4(e))

#### [ON SYDNEY METRO LETTERHEAD]

[insert date]

## [insert name of Acceptable Australian Insurer / Acceptable Financial Institution] [insert address]

With a copy to:

Tunnelling Contractor [*insert address*]

Dear [insert name]

# NOTICE OF RELEASE (UNCONDITIONAL UNDERTAKINGS) Sydney Metro West Eastern Tunnelling Works Incentivised Target Cost Contract

This notice is given in accordance with the "Sydney Metro West, Eastern Tunnelling Works Incentivised Target Cost Contract" (Contract No: [*Insert*]) dated [*insert date*] (**Tunnelling Contract**). Words defined in the Tunnelling Contract have the same meaning in this notice.

In accordance with clause 7.4(e) of the Tunnelling Contract, the Principal confirms that the unconditional undertaking[s] referred to in **Attachment 1** [is/are] no longer required under the Tunnelling Contract and [is/are] hereby released.

Yours sincerely

.....

Name: [ ]

Position: [ ]

for and on behalf of Sydney Metro (ABN 12 354 063 515) as the Principal



	ATTACHMENT	1
Description	of Unconditional	Undertaking(s)

Unconditional Undertaking #1	
Name of Acceptable Australian Insurer / Acceptable Financial Institution	[insert]
Reference Number	[insert]
Date of issuance	[insert]
Security Amount	[insert]
Relevant Tunnelling Contractor entity(ies) the Unconditional Undertaking was issued on behalf of	[insert]

[Unconditional Undertaking #2]	
Name of Acceptable Australian Insurer / Acceptable Financial Institution	[insert]
Reference Number	[insert]
Date of issuance	[insert]
Security Amount	[insert]
Relevant Tunnelling Contractor entity(ies) the Unconditional Undertaking was issued on behalf of	[insert]

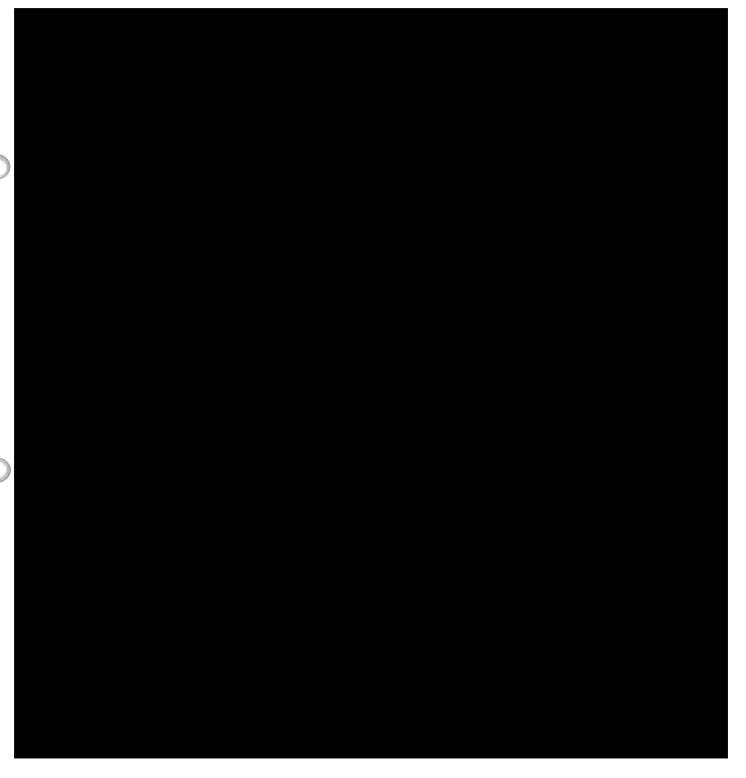


Execution Version

## SCHEDULE E5

## Parent Company Guarantee

(Clauses 1.1 and 26.4(e))



Execution Version

## SCHEDULE E6

**Insurance Policies** 

(Clauses 25.4 and 25.23(a))

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Execution Version

## SCHEDULE E7

Not used



### **SCHEDULE E8**

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**Financial Reporting Information** 

(Clauses 1.1 and 29.1(c))





# SCHEDULE E9

# Valuation Mechanism

(Clauses 5.5, 17 and 22)





Execution Version

### SCHEDULE E10

# **Cost Performance Incentive Regime**

(Clauses 1.1 and 22.13)



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#### SCHEDULE E11

#### Cost Plan

### (Clauses 1.1 and 5.1(b))

#### Part 1 – Cost Plan Requirements

The Cost Plan must:

- (a) be developed using a Microsoft Excel spreadsheet, or other format as approved in writing 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 Cost Breakdown, the Overall ETP 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 by month, forecast cost at completion and monthly variance for each cost code and Subcontract package within the cost breakdown structure;
- (e) for all Reimbursable Work, provide the unit, quantity, 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 and updating any information in the forecast that has changed since the previous month.

### Part 2 – Initial Cost Breakdown

This Part 2 of Schedule E11 is contained in Schedule F1 as an electronic file.



Execution Version

## SCHEDULE E12

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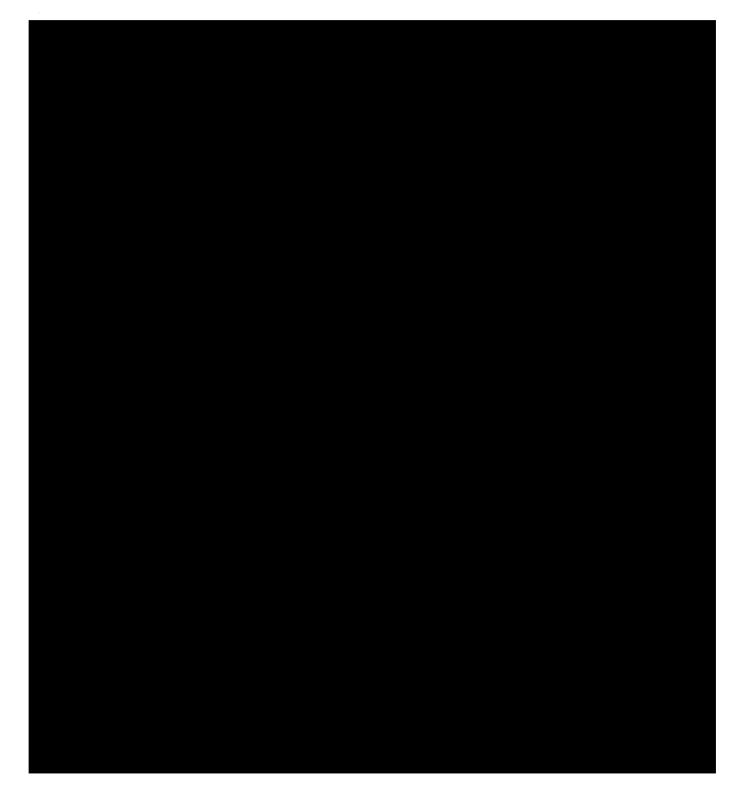


Execution Version

# SCHEDULE E13

## Self-Performed Reimbursable Work

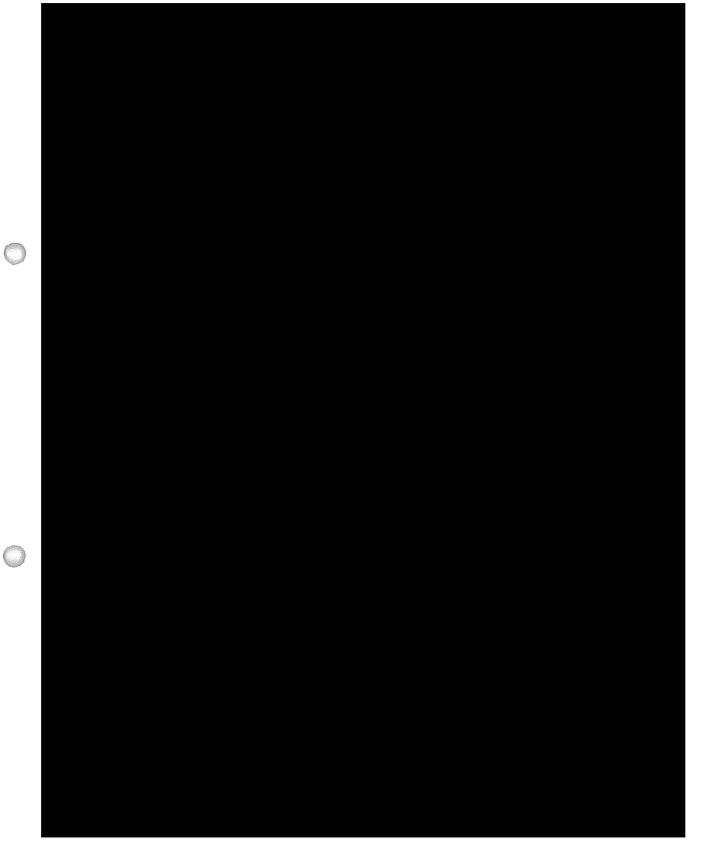
(Clause 1.1 and 6.15)



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## SCHEDULE E14



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SCHEDULE E15







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Execution Version

Execution Version

## SCHEDULE E16

## **KP&E Residual Value Amounts**

(Clauses 1.1 and 26.10A)



