

## Schedule 24 – Rail Projects Agreements excluded clauses

Document for Release

Execution Version

### 1. Definitions

Terms used in this Schedule 24 that are capitalised but not defined in this Agreement shall have the same meaning as in the relevant Rail Projects Agreement.

Clause references are to clauses of the relevant Rail Projects Agreements.

### 2. Projects Agreement – Train

Clause	Extent of the State's responsibility for clause specified
3.6	The State will be responsible for reimbursing the Franchisee for all Direct Costs incurred by the Franchisee and the Franchisee's Margin on the Direct Costs in performing its obligations under clause 3 in in respect of all Projects other than any reimbursement relating to obligations arising after the date of Financial Close in respect of the Proposed Project or State Project the subject of the Rail Interface Works.
4	The State will be responsible for complying with all of its obligations under this clause, except that Project Co must use reasonable endeavours to provide all assistance and cooperation reasonably requested by the State in performing its obligations under clause 4 and upon request by the State must attend any meeting of the Project Steering Committee relevant to the Rail Interface Works and join the Project Delivery Group to the extent relevant to the State Project the subject of the Rail Interface Works.
6	All
7	The State will be responsible for complying with all of its obligations under this clause except: <ul style="list-style-type: none"><li>• clauses 7.2(b) and (d) in respect of the Proposed Project the subject of the Rail Interface Works to the extent the obligation arises after the date of Financial Close; and</li><li>• reimbursement of all Direct Costs incurred by the Franchisee after the date of Financial Close in performing its obligations under clause 8 in respect of the Proposed Project the subject of the Rail Interface Works.</li></ul>
8	The State will be responsible for complying with all of its obligations under this clause, except for any obligations under this clause to the extent the obligation arises after the date of Financial Close in respect of the Proposed Project the subject of the Rail Interface Works.
9	All

Clause	Extent of the State's responsibility for clause specified
10	All
11.3	The State will be entitled to appoint LMA as Representative under clause 11.3.
13.18	All
13.19	All
14.3	The State will be responsible for complying with the obligations under this clause including the payment of the Fixed Monthly Franchise Sums, except Project Co must provide all documents, assistance and cooperation reasonably requested by the State to assist the State to determine the adjustment to the Fixed Monthly Franchise Sums.
15 - 28	All
29.2	The State will be responsible for reimbursing the Franchisee for all Direct Costs incurred by the Franchisee and the Franchisee's Margin on the Direct Costs in performing its obligations under clause 29.1 in in respect of all Projects other than any reimbursement relating to obligations arising after the date of Financial Close in respect of the Proposed Project or State Project the subject of the Rail Interface Works.
31	All
32	The State will be responsible for all obligations under clause 32 except that Project Co will be responsible for any obligation relating to payment of Direct Costs and the Franchisee's Margin on the Direct Costs (including any GST under clause 32.3) in performing the Franchisee's obligations under the Rail Project Agreement, or performing the Franchisee's Role, to the extent the invoice relates to costs incurred after the date of Financial Close in respect of the Proposed Project or State Project the subject of the Rail Interface Works.
40	All
41.1	All

### 3. Projects Agreement – Tram

Clause	Extent of the State's responsibility for clause specified
3.6	The State will be responsible for reimbursing the Franchisee for all Direct Costs incurred by the Franchisee and the Franchisee's Margin on the Direct Costs in performing its obligations under clause 3 in in respect of all Projects other than any reimbursement relating to obligations arising after the date of Financial Close in respect of the Proposed Project or State Project the subject of the Rail Interface Works.

Clause	Extent of the State's responsibility for clause specified
4	The State will be responsible for complying with all of its obligations under this clause, except that Project Co must use reasonable endeavours to provide all assistance and cooperation reasonably requested by the State in performing its obligations under clause 4 and upon request by the State must attend any meeting of the Project Steering Committee relevant to the Rail Interface Works and join the Project Delivery Group to the extent relevant to the State Project the subject of the Rail Interface Works.
6	All
7	<p>The State will be responsible for complying with all of its obligations under this clause except:</p> <ul style="list-style-type: none"> <li>• clauses 7.2(b) and (d) in respect of the Proposed Project the subject of the Rail Interface Works to the extent the obligation arises after the date of Financial Close; and</li> <li>• reimbursement of all Direct Costs incurred by the Franchisee after the date of Financial Close in performing its obligations under clause 8 in respect of the Proposed Project the subject of the Rail Interface Works.</li> </ul>
8	The State will be responsible for complying with all of its obligations under this clause, except for any obligations under this clause to the extent the obligation arises after the date of Financial Close in respect of the Proposed Project the subject of the Rail Interface Works.
9	All
10	All
11.3	The State will be entitled to appoint LMA as Representative under clause 11.3, but Project Co will be appointed as PTV's Project Manager for the purposes of clauses 11.2 and 11.4 in respect of the State Project the subject of the Rail Interface Works.
13.18	All
13.19	All
14.3	The State will be responsible for complying with the obligations under this clause including the payment of the Fixed Monthly Franchise Sums, except Project Co must provide all documents, assistance and cooperation reasonably requested by the State to assist the State to determine the adjustment to the Fixed Monthly Franchise Sums.
15 - 28	All
29.2	The State will be responsible for reimbursing the Franchisee for all Direct Costs incurred by the Franchisee and the Franchisee's Margin on the Direct Costs in performing its obligations under clause 29.1 in in respect of all Projects other than any reimbursement relating to obligations arising after the date of Financial Close in respect of the Proposed Project or State Project the

<b>Clause</b>	<b>Extent of the State's responsibility for clause specified</b>
	subject of the Rail Interface Works.
31	All
32	The State will be responsible for all obligations under clause 32 except that Project Co will be responsible for any obligation relating to payment of Direct Costs and the Franchisee's Margin on the Direct Costs (including any GST under clause 32.3) in performing the Franchisee's obligations under the Rail Project Agreement, or performing the Franchisee's Role, to the extent the invoice relates to costs incurred after the date of Financial Close in respect of the Proposed Project or State Project the subject of the Rail Interface Works.
40	All
41.1	All