

Schedule 3 - Payment Schedule

Document for Release

Execution Version

1. Definitions

Unless otherwise expressly defined, expressions used in this Schedule have the meanings given to them in or for the purposes of this Agreement (including, where applicable, the PSR):

Abatement per Vehicle means, in respect of a Quarter, the Base Abatement per Vehicle for the relevant Vehicle Category multiplied by 1 plus the Quarterly Indexation Factor for the relevant Quarter.

Abatement Regime means the abatement regime described in sections 0 and 0.

Actual Traffic Volume or **ATV_i** means, in respect of a period of time, the number of Motor Vehicles in the relevant Vehicle Category that pass through the Traffic Observation Point during that period of time.

Amended KPI Table has the meaning given in section 0.

Available means, at any time after the Stage One Opening Date, that a Lane or Ramp is:

- (a) fully open to the general public at that time for the safe, efficient and continuous passage of vehicles; and
- (b) in the condition required by the State Project Documents at that time.

Base Abatement per Vehicle means:

- (a) in respect of a Car, \$[not disclosed– could disadvantage parties in future projects];
- (b) in respect of an LCV, \$[not disclosed– could disadvantage parties in future projects]; and
- (c) in respect of an HCV, \$[not disclosed– could disadvantage parties in future projects].

Base Performance Adjustment means \$[not disclosed– could disadvantage parties in future projects].

Base Quarterly Service Payment means the base quarterly service payment calculated in accordance with section 0.

Car means a Class 1 or Class 2 vehicle as defined by the AUSTROADS Vehicle Classification System as set out in Annexure A.

Change in Toll Regime means a change in toll pricing on Stage One, but excluding any annual or other regular increase in tolls reflecting indexation by reference to the consumer price index or other similar indexation arrangements.

Closure means each separate instance in which:

- (a) a single Lane or any part of it; or
- (b) multiple Lanes or any part of those multiple Lanes,

is or are not Available (whether such Lanes are on a Ramp or any other part of the Freeway).

Corresponding Time Period means in respect of an Unavailability Time Period, each period:

- (a) during the weeks most recently preceding the Unavailability Time Period (but no earlier than the Stage One Opening Date);
- (b) which starts and finishes at the same time of day and on the same day of the week as the Unavailability Time Period started and finished; and
- (c) during which no Unavailability Event has occurred.

Detection means, in respect of a Closure, the earlier of:

- (a) the time at which Project Co detects the Closure; and
- (b) the time at which Project Co would have detected the Closure had Project Co been complying with its obligations under this Agreement.

Device means any sign, camera, detector, or other device or thing identified in the “Device” column of the KPI Table.

Electricity Price in respect of a Quarter means the dollar amount per MWh for that Quarter determined in accordance with section 0.

Electricity Pricing Date means the Date of Stage One Completion and:

- (a) each date that is 3 years after the immediately preceding Electricity Pricing Date; or
- (b) such other date as is nominated by the State under clause 0(d).

Electricity Volume in respect of a Quarter means [not disclosed] MWh.

Emergency Services means Victoria Police, the Metropolitan Fire and Emergency Services Board, the State Emergency Service, the Metropolitan Ambulance Service and any other State or federal emergency service.

Emergency Stopping Lane means a Lane when functioning as an emergency stopping lane, including those described in Table H1.1 of the PSR.

Full Closure Maintenance means the O&M Activities described in Annexure E that cannot be safely undertaken without Closure of all Lanes on a ramp or carriageway in either direction on the Freeway.

Heavy Commercial Vehicle or **HCV** means any of the vehicles in Class 4 to Class 12 as defined by the AUSTRROADS Vehicle Classification System as set out in Annexure A.

HCV Incident means an Incident that requires Project Co to clear an HCV, or otherwise requires the use of heavy haulage equipment to clear an obstruction, from the Freeway or the Operational Area.

Historical Traffic Volume means the historical traffic volume calculated in accordance with section 0.

KPI means a key performance indicator contained in the KPI Table.

KPI Event means, in respect of a KPI, a failure to meet the criteria for that KPI set out in the KPI Table, measured at the time and in the manner set out in the “Measurement of performance” column of the KPI Table.

KPI Incident means any event in the Leased Area that:

- (a) involves serious personal injury, death or significant damage to or destruction of the Relevant Infrastructure or any other property; or
- (b) involves or creates significant damage to the Environment.

KPI Table means the table in Annexure C, as amended from time to time in accordance with section 0.

Lane means a lane of the Freeway and includes an Emergency Stopping Lane.

Late Rectification Event means a Rectification Period Event that has not been rectified by Project Co within the relevant Rectification Period.

Light Commercial Vehicle or **LCV** means a Class 3 vehicle as defined by the AUSTROADS Vehicle Classification System as set out in Annexure A.

Minimum Abatement or **MA** means the minimum abatement calculated in accordance with section 0.

Motor Vehicle means a vehicle that is used or intended to be used on a highway and that is built to be propelled by a motor that forms part of the vehicle but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel-chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person.

Non-Permitted Closure means a Closure which is not a Permitted Closure.

Number of Affected Vehicles means the number of vehicles affected by a Closure calculated in accordance with section 0.

Operational Area has the meaning given in Part H18 of the PSR.

Overnight Closure Window means:

- (a) between 11:30pm on a Sunday, Monday, Tuesday, Wednesday or Thursday and 5:30am on the following day; and
- (b) between 1am and 7am on a Saturday or Sunday.

PC Intervening Event means:

- (a) a Compensable Intervening Event; or

- (b) an event which causes Emergency Services personnel or any other Authority to assume control of any part of Stage One or intervene in any part of the management of an incident on Stage One or the Operational Area,

which results in a Closure, to the extent that such event:

- (c) is not caused or contributed to by any failure by Project Co to comply with the State Project Documents or any other wrongful act or omission of Project Co or any of its Associates; and
- (d) prevents or delays Project Co in remedying a Closure and making the relevant Lane(s) Available, including any prevention or delay in the circumstances referred to in paragraph (b) during the period from when Project Co contacts the Emergency Services personnel or Authority until they assume control of the relevant part of Stage One or the Operational Area.

Performance Abatement means a performance abatement calculated in accordance with section 0.

Performance Failure means:

- (a) any failure by Project Co to carry out the D&C Activities in accordance with the State Project Documents;
- (b) the existence of a Defect; or
- (c) any failure by Project Co to carry out the O&M Activities in accordance with the State Project Documents.

Performance Point means each performance point incurred by Project Co in accordance with the KPI Table in each Quarter as described in section 0.

Permitted Closure means a Closure, to the extent that it:

- (a) occurs during the period commencing on the Date of Stage One Completion and ending on the Stage One Opening Date;
- (b) is a Closure during an Overnight Closure Window in any week commencing at 11.30pm on Sunday, that does not exceed:
 - (i) 6 hours on any four days during that week; and
 - (ii) 4 hours on the other three days during that week,

provided that:

- (iii) the Closure is required for Unplanned Maintenance, Repair Works or Planned Maintenance undertaken by Project Co in accordance with the State Project Documents or by a Direct Interface Party;
- (iv) at least one Lane on each Ramp and in each direction on the Freeway is Available; and
- (v) in scheduling the Closure, Project Co (and any Direct Interface Party in respect of works to be carried out by that party) has had due regard to seasonal factors

and events that may be likely to generate increased traffic volumes at the time of the proposed Closure;

- (c) is required for Full Closure Maintenance undertaken by Project Co in accordance with Annexure E and the State Project Documents;
- (d) is required for Repair Works undertaken by Project Co outside of Overnight Closure Windows in accordance with Annexure E and the State Project Documents;
- (e) is required as a direct and necessary result of a Compensable Intervening Event;
- (f) is required by the State or other Authority (including to allow access by Emergency Service vehicles);
- (g) is the result of a Utility Interruption;
- (h) is required as a result of the works carried out by an Interface Party (other than the Tolling Services Contractor and, after the date on which the EWL O&M Co-ordination Agreement or the agreement described in clause 10.11A(b) becomes effective, the CityLink Manager) as contemplated in clause 10.7 of this Agreement, except to the extent Project Co has not complied with its obligations in accordance with clauses 10.7 to 10.13 of this Agreement in respect of any such Interface Party; or
- (i) is otherwise agreed in writing by the State.

Planned Maintenance means planned O&M Activities and D&C Activities undertaken by Project Co to address Defects or Remaining Works, reduce future deterioration of the Relevant Infrastructure and ensure the Relevant Infrastructure is in accordance with the State Project Documents, and for the avoidance of doubt does not include Full Closure Maintenance.

Quarterly Indexation Factor or QIF means the factor calculated in accordance with section 0.

Ramp means each of the entry ramps to and exit ramps forming part of the Freeway and identified in Figure A.1 of the PSR. An example of the entry point, exit point and area for entry ramps and exit ramps is identified by the area within the red dotted line of the diagram included in Annexure D.

Rectification Period means the time period within which Project Co must rectify any Rectification Period Event, being the period of time commencing on Detection and ending the number of minutes later as specified in the "Rectification Period" column for the Lane affected by that Closure and the type of Incident each as specified in Table 1 of section 0.

Rectification Period Event means any Unavailability not caused or contributed to by any failure by Project Co to comply with the State Project Documents or any other wrongful act or omission of Project Co or any of its Associates.

Relevant Corresponding Time Period has the meaning given in section 0.

Repair Works means repair works to diligently and expeditiously rectify damage to the Freeway resulting from Incidents that were not caused or contributed to by any failure by Project Co to comply with the State Project Documents or any other wrongful act or omission of Project Co or any of its Associates.

Retail Electricity Contract means each contract entered into by Project Co (or the O&M Subcontractor) in accordance with section 0(a).

Revision Period means:

- (a) in respect of the first Revision Period, the period commencing on the Stage One Opening Date and ending 3 years after the Stage One Opening Date; and
- (b) each subsequent 5 year period during the O&M Phase.

System Availability has the meaning given in Part H19 of the PSR.

Traffic Observation Point means the location for the daily traffic counting system as described section 2.6 of Part D of the PSR.

Unavailability means any event or circumstance that results in:

- (a) a Non-Permitted Closure; or
- (b) a Permitted Closure, to the extent that it is caused or contributed to by:
 - (i) any failure by Project Co to comply with the State Project Documents or any other wrongful act or omission of Project Co or any of its Associates;
 - (ii) a Force Majeure Event; or
 - (iii) any other risk accepted by Project Co under this Agreement.

Notwithstanding paragraph (b) of this definition of Unavailability, a Permitted Closure resulting from works required to address Defects or Remaining Works that are carried out in accordance with the requirements of the State Project Documents, during an Overnight Closure Window and otherwise meeting the requirements of paragraphs (b) or (c) of the definition of Permitted Closure, does not constitute an Unavailability.

Unavailability Abatement means an abatement calculated in accordance with section 0.

Unavailability Event means any Unavailability:

- (a) caused or contributed to by any failure by Project Co to comply with the State Project Documents or any other wrongful act or omission of Project Co or any of its Associates;
or
- (b) that constitutes an Unavailability Event under section 0.

Unavailability Time Period means, subject to section 0, for each Unavailability Event, the period commencing on Detection and ending when the Lane once again becomes Available.

Unplanned Maintenance means unplanned O&M Activities or D&C Activities undertaken by Project Co to address Defects or Remaining Works, reduce future deterioration of the Relevant Infrastructure and ensure the Relevant Infrastructure is in accordance with the State Project Documents, and for the avoidance of doubt does not include Full Closure Maintenance.

Utility Interruption means electricity being unavailable to the Project as a result of a failure arising upstream of any point of electricity connection to an electricity provider's network, but only to the extent that it:

- (a) is not caused or contributed to by any failure by Project Co to comply with the State Project Documents or any other wrongful act or omission of Project Co or any of its Associates; and
- (b) exceeds one hour and any back-up power supply is unable to be used by Project Co to provide power to the Project.

Vehicle Category means:

- (a) Cars;
- (b) LCVs; or
- (c) HCVs,

or all of them as the context requires.

Wage Price Index or **WPI** has the meaning given in the Indexes Schedule.

Wage Price Indexation Factor means the factor calculated in accordance with section 0.

Payments

Calculation of the Quarterly Service Payment

The Quarterly Service Payment for each Quarter (**QSP_q**) is calculated as:

$$\text{QSP}_q = \text{BQSP}_q - \text{UA}_q - \text{PA}_q$$

where:

BQSP_q = Base Quarterly Service Payment for the relevant Quarter;

UA_q = Unavailability Abatements for the relevant Quarter; and

PA_q = Performance Abatements for the relevant Quarter.

Where the calculation of the Quarterly Service Payment for any Quarter results in a negative number, the Quarterly Service Payment for that Quarter will be deemed to be zero.

Calculation of the Base Quarterly Service Payment

The Base Quarterly Service Payment for each Quarter (**BQSP_q**) is calculated as:

$$\text{BQSP}_q = \text{CC}_q + \text{OM}_q + \text{PCC}_q + \text{LC}_q + \text{EC}_q + \text{IPC}_q$$

where:

CC_q = capital component of the Base Quarterly Service Payment for a Quarter having the value set out in Annexure F;

- OM_q** = O&M component of the Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 0;
- PCC_q** = Project Co cost component of the Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 0; and
- LC_q** = lifecycle component of the Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 0.
- EC_q** = electricity cost component of the Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 0.
- IPC_q** = the Insurance Pass Through Cost for the relevant Quarter (to the extent that Project Co or its Associates have incurred an Insurance Pass Through Cost in that Quarter).

Where paragraph (a) or (b) of the definition of Quarter in this Agreement applies, any amounts referred to in this Section 2 (other than the Insurance Pass Through Cost) will be adjusted proportionately, having regard to the number of days in the relevant partial quarter as a percentage of the total number of days in the full calendar quarter.

Calculation of the O&M component of the Base Quarterly Service Payment

The O&M component of the Base Quarterly Service Payment for each Quarter (**OM_q**) is calculated as:

$$\mathbf{OM_q = BOM_q \times (1 + (A \times WPIF_q) + (B \times QIF_q))}$$

where:

BOM_q = base O&M component for a Quarter, having the value set out in Annexure F;

A = [not disclosed – could disadvantage parties in future projects] %;

WPIF_q = Wage Price Indexation Factor for the relevant Quarter;

B = [not disclosed – could disadvantage parties in future projects] %;
and

QIF_q = Quarterly Indexation Factor for the relevant Quarter.

Calculation of the Project Co cost component of the Base Quarterly Service Payment

The Project Co cost component of the Base Quarterly Service Payment for each Quarter (PCC_q) is calculated as:

$$PCC_q = BPCC_q \times (1 + (A \times WPIF_q) + (B \times QIF_q))$$

where:

$BPCC_q$ = base Project Co cost component for a Quarter, having the value set out in Annexure F;

A = [not disclosed – could disadvantage parties in future projects] %;

$WPIF_q$ = Wage Price Indexation Factor for the relevant Quarter;

B = [not disclosed – could disadvantage parties in future projects] %;
and

QIF_q = Quarterly Indexation Factor for the relevant Quarter.

Calculation of the lifecycle component of the Base Quarterly Service Payment

The lifecycle component of the Base Quarterly Service Payment for each Quarter (LC_q) is calculated as:

$$LC_q = BLC_q \times (1 + (W \times WPIF_q) + (X \times QIF_q))$$

where:

BLC_q = base lifecycle component for a Quarter, having the value set out in Annexure F

W = [not disclosed – could disadvantage parties in future projects] %;

$WPIF_q$ = Wage Price Indexation Factor for the relevant Quarter;

X = [not disclosed – could disadvantage parties in future projects] %; and

QIF_q = Quarterly Indexation Factor for the relevant Quarter.

Calculation of the power cost component of the Base Quarterly Service Payment

The power cost component of the Base Quarterly Service Payment for each Quarter (EC_q) is calculated as:

$$EC_q = EP_q \times EV_q$$

where:

EP_q = the Electricity Price for the relevant Quarter.

EV_q = the Electricity Volume for the relevant Quarter.

Unavailability Abatements

Unavailability Events

(Unavailability during a Quarter): If an Unavailability Event occurs during a Quarter, an Unavailability Abatement will arise in that Quarter for that Unavailability Event.

(Unavailability during two or more Quarters): Where the same Unavailability Event subsists during two (or more) Quarters:

- (i) for the purposes of calculating any Unavailability Abatements in each Quarter, an Unavailability Event will be deemed to have occurred in each Quarter during which the Unavailability Event subsists; and
- (ii) for the purposes of determining the Unavailability Time Period for each of the deemed Unavailability Events:
 - A. the first Unavailability Time Period will commence upon Detection and end at the conclusion of the Quarter during which the Unavailability Event arises; and
 - B. the second (or subsequent) Unavailability Time Period will commence at the beginning of the following Quarter and end at the earlier of the Unavailability Event ceasing and the conclusion of that Quarter.

Calculation of the total Unavailability Abatement

The total Unavailability Abatement for each Quarter (UA_q) is calculated as follows:

$$UA_q = \sum UA_i$$

where:

UA_i = the Unavailability Abatements for each Unavailability Event during that Quarter, calculated in accordance with section 0.

Calculation of the Unavailability Abatement for each Unavailability Event

The Unavailability Abatement for each Unavailability Event (UA_i) is calculated as the greater of:

the Minimum Abatement; and

the amount calculated as follows:

$$\mathbf{NAV_{i(cars)} \times APV_{i(cars)} + NAV_{i(LCVs)} \times APV_{i(LCVs)} + NAV_{i(HCVs)} \times APV_{i(HCVs)}}$$

where:

$\mathbf{NAV_{i(cars)}}$ = the Number of Affected Vehicles (Cars) for the Unavailability Event, as calculated in accordance with section 0;

$\mathbf{APV_{i(Cars)}}$ = the Abatement per Vehicle for Cars;

$\mathbf{NAV_{i(LCVs)}}$ = the Number of Affected Vehicles (LCVs) for the Unavailability Event, as calculated in accordance with section 0;

$\mathbf{APV_{i(LCVs)}}$ = the Abatement per Vehicle for LCVs;

$\mathbf{NAV_{i(HCVs)}}$ = the Number of Affected Vehicles (HCVs) for the Unavailability Event, as calculated in accordance with section 0; and

$\mathbf{APV_{i(HCVs)}}$ = the Abatement per Vehicle for HCVs.

Calculation of the Number of Affected Vehicles

The **Number of Affected Vehicles** ($\mathbf{NAV_i}$), for each Vehicle Category, during an Unavailability Time Period, is the greater of zero and the amount calculated as $\mathbf{HTV_i - ATV_i}$,

where:

$\mathbf{HTV_i}$ = the Historical Traffic Volume for the Unavailability Time Period for that Vehicle Category, calculated in accordance with section 0; and

$\mathbf{ATV_i}$ = the Actual Traffic Volume during the Unavailability Time Period for that Vehicle Category.

Impact of PC Intervening Event on Unavailability Time Periods, Rectification Periods and KPI Events

If a PC Intervening Event occurs simultaneously with or during the subsistence of:

an Unavailability Event;

a Rectification Period; or

a KPI Event,

the period during which the PC Intervening Event subsists will not be taken into account in calculating:

in the case of an Unavailability Event, the duration of the Unavailability Time Period;

in the case of a Rectification Period, when that Rectification Period is to end; or

in the case of a KPI Event, when the "Measurement of performance" for the KPI Event is to end (as specified in the KPI Table).

Calculation of the Historical Traffic Volume

Historical Traffic Volume in respect of each Vehicle Category and an Unavailability Time Period means:

(fewer than 6): if there have been fewer than six Corresponding Time Periods since:

- (i) the Stage One Opening Date; or
- (ii) the most recent Change in Toll Regime,

(each a **Relevant Corresponding Time Period**), the sum of the Actual Traffic Volumes for that Vehicle Category during each of the Relevant Corresponding Time Periods divided by the number of Relevant Corresponding Time Periods, rounded up to the nearest whole number; or

(6 or greater): where section 0 does not apply, the sum of the Actual Traffic Volumes for that Vehicle Category during the six most recent Corresponding Time Periods, removing the highest and lowest values, divided by four and rounded up to the nearest whole number.

Minimum Abatement

(Calculation of Minimum Abatement): Subject to section 0, the Minimum Abatement (MA_i) in respect of an Unavailability Event is calculated as follows:

$$MA_i = BMA_{iq} \times (1 + QIF_q) \times NTI_i$$

where:

BMA_{iq} = Base Minimum Abatement for the relevant Ramp or Lanes affected by the Unavailability Event as specified in Table 1 of section 0;

QIF_q = Quarterly Indexation Factor for the relevant Quarter; and

NTI_i = the number of full or partial 5 minute periods during the Unavailability Time Period relating to the Unavailability Event, rounded up to the nearest whole number.

(Minimum Abatement and multiple Closures): The Base Minimum Abatement:

- (i) will apply separately in respect of each carriageway, and the Minimum Abatement in respect of an Unavailability Event affecting both carriageways will be the aggregate of the amounts calculated under section 00 for each carriageway; and

- (ii) will not be multiplied by the number of Lanes on a carriageway affected by the relevant Unavailability Event, except that where the Minimum Abatement applies as a result of there not being any Relevant Corresponding Time Periods (such that the Historical Traffic Volume and the resultant calculation under section 0 equal zero), the Base Minimum Abatement for the purposes of section 0 will be multiplied by the number of Lanes on the carriageway affected by the relevant Unavailability Event.

Base Minimum Abatement and Rectification Periods

[not disclosed – could disadvantage parties in future projects]

Table 1 Base Minimum Abatement and Rectification periods

Lane/Ramp	Base Minimum Abatement	Rectification Period from Detection (other than HCV Incidents)	Rectification Period from Detection (HCV Incidents)
All Lanes (excluding Lanes on Ramps)	[\$not disclosed]	[not disclosed] minutes	[not disclosed] minutes
All Lanes on Ramps	[\$not disclosed]	[not disclosed] minutes	[not disclosed] minutes

Unavailability Events and Rectification Periods

At the end of each Quarter, the State will determine which of the Late Rectification Events are to constitute Unavailability Events as follows:

if the number of Late Rectification Events during the Quarter as a percentage of the total number of Rectification Period Events during the Quarter is less than or equal to [not disclosed – could disadvantage parties in future projects] %, then none of the Late Rectification Events in that Quarter will constitute an Unavailability Event, other than:

- (i) any Late Rectification Events relating to HCV Incidents during the Quarter that were not rectified within [not disclosed – could disadvantage parties in future projects] minutes of Detection; and
- (ii) any Late Rectification Events not relating to HCV Incidents during the Quarter that were not rectified within [not disclosed – could disadvantage parties in future projects] minutes of Detection; and

if the number of Late Rectification Events during the Quarter as a percentage of the total number of Rectification Period Events during the Quarter is greater than [not disclosed – could disadvantage parties in future projects] %:

- (i) the notional Unavailability Abatements for each Late Rectification Event will be calculated as if those Late Rectification Events were Unavailability Events;
- (ii) the number of Late Rectification Events that will not constitute Unavailability Events will be determined as [not disclosed – could disadvantage parties in future projects] % of the total number of Rectification Period Events during the Quarter, rounded down to the nearest whole number (**Excluded Number**); and

- (iii) the Excluded Number of Late Rectification Events with the lowest notional Unavailability Abatements (calculated under section 00(i)) will not constitute Unavailability Events, but all other Late Rectification Events will constitute Unavailability Events.

Performance Abatements

Calculation of Performance Abatement

The Performance Abatement (PA_q) for each Quarter is calculated as follows:

$$PA_q = BPA_q \times \sum PP$$

where:

BPA_q = Base Performance Adjustment, calculated in accordance with section 0; and

PP = the Performance Points incurred by Project Co for each KPI Event, calculated in accordance with section 0.

Calculation of the Base Performance Adjustment

The Base Performance Adjustment for each Quarter (BPA_q) is calculated as follows:

$$BPA_q = BPA \times (1 + QIF_q)$$

where:

BPA = Base Performance Adjustment; and

QIF_q = Quarterly Indexation Factor for the relevant Quarter.

Calculation of Performance Points for each Quarter

(Performance Points): The Performance Points incurred by Project Co for a KPI Event will be determined in accordance with the KPI Table and this section 0.

(Performance Points reset): On each Quarterly Date, the Performance Points incurred by Project Co for each KPI will reset to zero.

KPI performance relief

In determining whether and the extent to which a KPI Event has occurred, any period in which Project Co can demonstrate that the relevant criteria set out in Annexure C:

other than in respect of KPIs 11 and 12, were not able to be met as the result of an Incident to the extent that the impacts of the Incident are diligently and expeditiously rectified by Project Co within a reasonable time;

were not required to be met due to the Freeway or a Lane not being Available as a result of a Permitted Closure; or

were not able to be met as a result of a Utility Interruption,

will be disregarded.

General overview of the KPIs and KPI Table

(Purpose): The KPIs will be applied during the O&M Phase in order to monitor and measure Project Co's performance in delivering the Project Activities.

(Not to derogate): Project Co acknowledges and agrees that the KPI Table:

- (i) does not derogate from Project Co's obligations under the State Project Documents; and
- (ii) does not contain an exhaustive list of the performance standards and outcomes Project Co may be required to achieve to meet its obligations under the State Project Documents.

Indexation

Quarterly Indexation Factor

The Quarterly Indexation Factor for each Quarter (**QIF_q**) is calculated as follows:

$$\text{QIF}_q = \left(\frac{\text{CPI}_{(q-1)}}{\text{CPI}_{\text{Base}}} \right) - 1$$

where:

CPI_(q-1) = CPI for the Quarter immediately preceding the relevant Quarter; and

CPI_{Base} = 105.9, which is equal to CPI for the Quarter ending 30 June 2014.

Wage Price Indexation Factor

The Wage Price Indexation Factor for each Quarter (**WPI_q**) is calculated as follows:

$$\text{WPI}_q = \left(\frac{\text{WPI}_{(q-1)}}{\text{WPI}_{\text{Base}}} \right) - 1$$

where:

WPI_(q-1) = WPI for the Quarter immediately preceding the relevant Quarter;
and

WPI_(Base) = 118.5, which is equal to WPI for the Quarter ending 30 June 2014.

Miscellaneous

Review of Abatement Regime and KPI Table

(Project Co to consult in good faith): At the end of each Revision Period, Project Co must consult in good faith and use all reasonable endeavours to review the operation of the Abatement Regime and each of the KPIs with the State, taking into account the following:

- (i) Project Co's actual performance against the Abatement Regime and KPIs during the Revision Period;
- (ii) to address any other matters reasonably required by the State;
- (iii) the extent to which Project Co has complied with the PSR and O&M Manuals during the Revision Period;
- (iv) the outcome of any audit performed in accordance with clause 31.9(h) of this Agreement; and
- (v) the objectives set out in the KPI Table and otherwise specified in or reasonably inferred from this Agreement.

(Amendments to KPI Table): To the extent that, in the course of their review, the parties agree that:

- (i) a KPI should be omitted, replaced or otherwise amended;
- (ii) a new KPI should be inserted; or
- (iii) the Performance Points associated with a KPI should be amended,

then:

- (iv) the State must prepare and provide Project Co with an amended version of the KPI Table (**Amended KPI Table**), which clearly identifies any amendments to the KPIs; and
- (v) both parties must sign the Amended KPI Table,

and from the date on which the Amended KPI Table has been signed by both parties:

- (vi) the Amended KPI Table will be deemed to have replaced the KPI Table; and
- (vii) the KPIs will be deemed to be amended in accordance with the Amended KPI Table.

(Amendments to Abatement Regime): To the extent that, in the course of their review, the parties agree that any component of the Abatement Regime (other than the KPIs or the KPI Table) should be omitted, replaced, increased, decreased or otherwise amended, the parties will amend this Schedule 3 in accordance with clause 57.7 of this Agreement.

Change in traffic mix or volume

Subject to any amendment of the KPI Table or Abatement Regime agreed under section 0, Project Co acknowledges and agrees that it accepts all risks in respect of traffic flow, vehicle mix and volume on the Freeway being greater, less or otherwise different than estimated or stated in the PSR.

Interaction between KPI Events and Unavailability Events

(Concurrency of KPI Events and Unavailability Events): Subject to sections 0 and 0, where an event or circumstance would result in both a Performance Abatement and an Unavailability Abatement being applied to the Quarterly Service Payment concurrently, then the Abatement to be applied in respect of that event or circumstances for the duration of the Abatement concurrency will be greater of the Performance Abatement and the Unavailability Abatement applicable to that event or circumstance.

(No application to Incident management): Section 0 does not apply where the event or circumstance would result in a Performance Abatement in respect of KPIs 8, 9, 10 or 11 of the KPI Table.

(End of concurrency): Where an event or circumstance would no longer result in both a Performance Abatement and an Unavailability Abatement being applied concurrently, then the Abatement to be applied will be the remaining applicable Abatement.

Floating Rate Component

Introduction

This section 0 will apply for the purposes of calculating the Floating Rate Component and in order to enable Project Co to prepare each notice under clause 31.5(a) of this Agreement.

Floating Rate Component definitions

Unless otherwise expressly defined, expressions used in this section 0 have the meanings given to them in or for the purposes of this Agreement:

Actual Floating Rate means, in respect of an Interest Period, the Base Rate (as defined under the Facility Agreement) or any corresponding rate under any agreement that replaces it upon any Refinancing.

Actual Floating Rate Interest Payment means, in respect of an Interest Period, the interest payable at the Actual Floating Rate on the Base Case Floating Rate Debt. The method of calculating the Actual Floating Rate Interest Payment will be consistent with the method for calculating the Base Case Floating Rate Interest Payment in the Base Case Financial Model. For the purposes of calculating the Floating Rate Component in this section 0, the Actual Floating Rate Interest Payment is to be expressed as a positive number.

Base Case Floating Rate Debt means, in respect of an Interest Period, the amount of the Project Debt in the Floating Rate Component Schedule upon which floating rate interest payments are made. For the purposes of calculating the Floating Rate Component in this section 0, the Base Case Floating Rate Debt is to be expressed as a positive number.

Base Case Floating Rate Interest Payment means, in respect of an Interest Period, the interest payable at the Base Case Interest Rate on the Base Case Floating Rate Debt, as specified in the Floating Rate Component Schedule.

Base Case Interest Rate means, in respect of an Interest Period, the reference floating interest rate (exclusive of any margin) identified in the Floating Rate Component Schedule.

Floating Rate Component Schedule means Annexure B.

Floating Rate Component Commencement Date means the date specified as such in the Floating Rate Component Schedule.

Interest Period means each interest period set out in the Floating Rate Component Schedule.

Calculation of Floating Rate Component

- (a) **(Calculation):** The Floating Rate Component for each Interest Period specified in the Floating Rate Component Schedule is calculated as follows:

$$\mathbf{FRC}_n = \mathbf{Int}_{\text{actual}} - \mathbf{Int}_{\text{base}}$$

where:

\mathbf{FRC}_n = the Floating Rate Component for the Interest Period;

$\mathbf{Int}_{\text{actual}}$ = the Actual Floating Rate Interest Payment for the Interest Period; and

$\mathbf{Int}_{\text{base}}$ = the Base Case Floating Rate Interest Payment for the Interest Period.

- (b) **(Positive or negative):** The Floating Rate Component may be a positive or negative amount.

Electricity Price Determination

Project Co to conduct tender

- (a) Project Co must:
- (i) not less than nine months prior to each Electricity Pricing Date, commence an open book tender process acceptable to the State to obtain separate tenders from no fewer than three energy retailers reasonably acceptable to the State:
 - A. providing price quotations:
 - 1) of a price per MWh for electrical power supply, including energy and network;
 - 2) inclusive of all costs, charges, fees and loss adjustment factors which the electricity retailer proposes to pass on to the purchaser;
 - 3) valid for a nominated period acceptable to the State; and

- 4) based upon forecast energy consumption equivalent to at least the Electricity Volume for the Quarters arising during the term of the proposed Retail Electricity Contract; and
- B. for the entry into a Retail Electricity Contract with Project Co (or its O&M Subcontractor) for a term specified by the State which may not expire earlier than the next Electricity Pricing Date; and
- (ii) provide the State with all correspondence and materials that are submitted or received by Project Co in the process of obtaining tenders promptly following submission or receipt, and provide any other information that the State reasonably requires to review and evaluate the tender responses, in order for the State to select an energy retailer acceptable to it from the energy retailers who have provided tenders to Project Co pursuant to this section 0(a).
- (b) For the purposes of any tender process required under section 0(a):
 - (i) the State may (but is not obliged to) specify:
 - A. the manner of identifying prospective tenderers;
 - B. the evaluation criteria to be applied to the assessment of tenders;
 - C. the required financial standing of prospective tenderers;
 - D. the level of experience of prospective tenderers;
 - E. the required tender validity period; and
 - F. the information that tenderers are required to provide in their responses to a request for tender.
 - (ii) Project Co will retain primary responsibility for undertaking the tender process including retaining primary responsibility for:
 - A. the preparation of the tender documents and collation of the information required to be provided to prospective tenderers; and
 - B. general management of the tender process such as co-ordinating meetings and compiling the list of prospective tenderers and notifying tenderers to be invited to submit tenders.

Determination of Electricity Price

- (a) At least 20 Business Days before each Electricity Pricing Date the State must select an energy retailer acceptable to it from the tender conducted under section 8.1. Project Co must then enter into (or must procure that its O&M Subcontractor enters into) a Retail Electricity Contract acceptable to the State with that energy retailer on or before the Electricity Pricing Date.
- (b) The electricity price payable under each Retail Electricity Contract entered into under section 0(a) will, in respect of each Quarter occurring during the term of the Retail Electricity Contract, be the Electricity Price for the purposes of section 0.

- (c) To the extent that the electricity price changes during the course of a Quarter in accordance with the Retail Electricity Contract, the Electricity Price for that Quarter will be determined proportionate to the number of days during the Quarter that each electricity price applied.
- (d) On or prior to each Electricity Pricing Date the State may nominate the date which will be the next Electricity Pricing Date by notice to Project Co.

Annexure A - AUSTROADS Vehicle Classification

Annexure B - Floating Rate Component

- (a) Subject to paragraph (b):
- (i) the Floating Rate Component Commencement Date is the date set out in the first row of column (a) of Table B1;
 - (ii) the Interest Periods are the periods falling between the start date set out in column (a) and the end date set out in column (b) of Table B1;
 - (iii) the Base Case Floating Rate Debt balance for each Interest Period during the O&M Phase is set out in column (d) of Table B1;
 - (iv) the Base Case Floating Rate Interest Payment for each Interest Period during the O&M Phase is set out in column (e) of Table B1; and
 - (v) the Base Case Interest Rate used to calculate the Base Case Floating Rate Interest Payment is set out in column (c) of Table B1.
- (b) The dates, rates and amounts in Table B1 will be determined in accordance with the Financial Close Adjustment Protocols at Financial Close and the applicable dates, rates and amounts for the purposes of this Annexure B from Financial Close will be the corresponding dates, rates and amounts set out in the Model Output Schedule.

Table B1 – Floating Rate Components

(a)	(b)	(c)	(d)	(e)
Interest Period - Start	Interest Period - End	Base Case Interest Rate	Base Case Floating Rate Debt (\$)	Base Case Floating Rate Interest Payment (\$)
[not disclosed – could disadvantage parties in future projects]	[not disclosed – could disadvantage parties in future projects]	[not disclosed – could disadvantage parties in future projects]	[not disclosed – could disadvantage parties in future projects]	[not disclosed – could disadvantage parties in future projects]

Annexure C - KPI Table

1.	Close-Out	To ensure that Project Co diligently pursues Close-Out.	N/A	Achieve Close-Out by the Date for Close-Out.	20 Business Days after the Date for Close-Out, and at the end of each Business Day thereafter until Close- Out has been achieved.	[not disclosed] PP for every Business Day after the initial 20 Business Day period after the Date for Close-Out, until Close-Out has been achieved.
2.	Road safety	To minimise the number and severity of road crashes.	N/A	<p>Within 10 Business Days after a KPI Incident:</p> <p>a) complete an investigation into the cause of that KPI Incident to determine whether a Performance Failure caused or contributed to the KPI Incident; and</p> <p>b) provide a report detailing the outcome of the investigation, and the rectification measures proposed, to the reasonable satisfaction of the State.</p>	10 Business Days after each KPI Incident and at the end of each Business Day thereafter until the report has been provided.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for every Business Day after that KPI Event until the KPI Event has been rectified.

3.	Road safety	To minimise the number and severity of road crashes.	N/A	If a KPI Incident identified in KPI 2 is investigated by a third party (e.g. the Coroner), Project Co must provide an updated report to the reasonable satisfaction of the State within 10 Business Days of the completion of the third party investigation addressing any recommendations of that investigation.	10 Business Days after the completion of any third party investigation and at the end of each Business Day thereafter until the updated report has been provided.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for every Business Day after that KPI Event until the KPI Event has been rectified.
4.	Road safety	To minimise the number and severity of road crashes.	N/A	Rectify any Performance Failure identified in a report referred to in KPI 2 or KPI 3 within 30 Business Days after the relevant report is provided to the State, or such longer period agreed to by the State acting reasonably.	30 Business Days after: <ol style="list-style-type: none"> 1. each report is provided to the State; or 2. such longer period agreed to by the State acting reasonably, and at the end of each Business Day thereafter until the Performance Failure is rectified.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for every Business Day after that KPI Event until the initial KPI Event has been rectified.
5.	Over-height Vehicle System	To prevent class 2 over-height vehicles (as described in section 2.7.2(b) of Part D of the OSR)	N/A	Within 10 Business Days of any Over-height Incident: <ol style="list-style-type: none"> a) complete an investigation into the cause of the Over- 	10 Business Days after each Over-height Incident and at the end of each Business Day thereafter until the report is provided.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for every Business Day after that KPI Event until the

		entering the tunnel (an Over-height Incident) and damaging infrastructure.		height Incident to determine whether it was caused by the failure of the Over-height Vehicle System; and b) provide a report detailing the outcome of the investigation, and the rectification measures proposed, to the reasonable satisfaction of the State.		KPI Event has been rectified.
6.	Over-height Vehicle System	To prevent Over-height Incidents and resultant damage to tunnel infrastructure.	N/A	Undertake all rectification measures identified in a report under KPI 5 within 30 Business Days of providing the report to the State, or such longer period agreed to by the State acting reasonably.	30 Business Days after: 1. each report is provided to the State; or 2. such longer period agreed to by the State acting reasonably, and at the end of each Business Day thereafter until all relevant rectification measures are implemented.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for each Business Day after that KPI Event until the KPI Event has been rectified.
7.	Emergency notifications	To ensure that emergency notifications are answered to	N/A	The first emergency notification to the TMCS (including those from Emergency Services, VicRoads or help phones) in	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.

		promptly.		<p>relation to a matter must be answered by a person within 30 seconds, 24 hours a day, 7 days a week, in accordance with the PSR \geq[not disclosed]% of the time.</p> <p>If multiple notifications are received in relation to the same matter, then only the first notification is to be measured for the purposes of this KPI.</p>		
8.	Incident detection*	To ensure that Incidents in the O&M Area are detected and responded to in accordance with the PSR.	Each individual automatic incident detector	<p>Data from each individual automatic incident detection device must be received by the TMCS \geq[not disclosed]% of the time.</p> <p>Performance Points will not be incurred in respect of devices for which Performance Points are simultaneously incurred for the same devices under KPI's 17, 18 or 23.</p>	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. .
9.	Incident detection	To ensure that Incidents in the O&M Area are detected and	Each individual automatic incident	System Availability for the Automatic Incident Detection System must be \geq [not	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not

				and		rectified.
				<ul style="list-style-type: none"> • [not disclosed] minutes after each Incident other than an HCV Incident. 		
13.	LUMS*	To ensure that the Lane Use Management System equipment operates without interruption.	Each individual lane use management sign	Each individual lane use management sign must fully display the TMCS requested information \geq [not disclosed]% of the time.	At the end of each Quarter.	<ul style="list-style-type: none"> • \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or • $<$[not disclosed]%, [not disclosed] PP plus an additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%).
14.	LUMS	To ensure that the Lane Use Management System equipment operates without interruption.	Each individual lane use management sign	System Availability for the Lane Use Management System must be \geq [not disclosed]%.	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.
15.	[Not used]					
16.	VMS	To ensure that freeway and arterial variable message signs operate without	Each freeway and arterial variable message sign	Each freeway and arterial variable message sign must display the VicRoads traffic data (if properly transmitted by VicRoads) or relevant TMCS information \geq [not	At the end of each Quarter.	<ul style="list-style-type: none"> • \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or • $<$[not disclosed]%, [not disclosed] PP plus an

		interruption.		disclosed]% of the time.		additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.
17.	Real time traffic data system*	To ensure that the real time traffic data system operates without interruption.	Data from each traffic lane	Traffic data for each individual Lane for the real time traffic data system must be received by the TMCS \geq [not disclosed]% of the time.	At the end of each Quarter.	<ul style="list-style-type: none"> • \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or • $<$[not disclosed]%, [not disclosed] PP plus an additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.
18.	Real time traffic data system	To ensure that the real time traffic data system operates without interruption.	Data from each traffic lane	System Availability for the real time traffic data system must be \geq [not disclosed]%. 	At the end of each Quarter.	<ul style="list-style-type: none"> • \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or • $<$[not disclosed]%, [not disclosed] PP plus an additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.

19.	Daily traffic data system*	To ensure that the daily traffic data system operates without interruption.	Data from each traffic lane	For each individual Lane, daily traffic data must be received by the State and VicRoads \geq [not disclosed]% of the time.	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. T
20.	Daily traffic data system	To ensure that the daily traffic data system operates without interruption.	Data from each traffic lane	System Availability for the daily traffic data system must be \geq [not disclosed]%. T	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. T
21.	Tunnel information signing system*	To ensure that the tunnel information signing system operates without interruption.	Each tunnel information sign	Each individual sign for the tunnel information signing system must display the TMCS requested information \geq [not disclosed]% of the time.	At the end of each Quarter.	<ul style="list-style-type: none"> \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or $<$[not disclosed]%, [not disclosed] PP plus an additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. T
22.	Tunnel information signing system	To ensure that the tunnel information signing system operates without interruption.	Each tunnel information sign	System Availability for the tunnel information signing system must be \geq [not disclosed]%. T	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. T

23.	CCTV system	To ensure that the CCTV system operates without interruption.	Each individual CCTV camera	Images from each individual camera must be received by the FCC operators \geq [not disclosed]% of the time.	At the end of each Quarter.	<ul style="list-style-type: none"> • \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or • $<$[not disclosed]%, [not disclosed] PP plus an additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.
24.	Tunnel mobile telephone system	To ensure that the tunnel mobile telephone system operates without interruption.	Each device that emits mobile phone communications to mobile phones	System Availability for the tunnel mobile telephone system, in respect of which Project Co is responsible under the terms of the Project Agreement, must be \geq [not disclosed]%.	At the end of each Quarter.	<ul style="list-style-type: none"> • \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or • $<$[not disclosed]%, [not disclosed] PP plus an additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.
25.	Emergency Services telephone system	To ensure that the Emergency Services telephone system operates without interruption.	Each Emergency Services telephone	Each individual Emergency Services telephone must be available for Emergency Services to communicate with the FCC operators \geq [not disclosed]% of the time.	At the end of each Quarter.	[Not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.

26.	Tunnel radio re-broadcast system	To ensure that the tunnel radio re-broadcast system operates without interruption.	Each device that emits radio communications to radio receivers.	System Availability for the tunnel radio re-broadcast system must be \geq to [not disclosed]%. .	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. .
27.	Tunnel public address system	To ensure that the tunnel public address system operates without interruption.	Each device that emits radio communications to tunnel users.	System Availability for the tunnel public address system must be \geq [not disclosed]%. .	At the end of each Quarter.	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. .
28.	Data transmission	To ensure that VicRoads receives Project Co TMCS data without interruption.	N/A	Project Co must ensure that TMCS data is delivered to and integrated with VicRoads' freeway management system - STREAMS - to enable the continuous supply of all TMCS data for \geq [not disclosed]% of the time (except any Device data that is not transmitted to the TMCS due to events which are covered by other KPIs).	At the end of each Quarter.	<ul style="list-style-type: none"> • \geq[not disclosed]% and $<$[not disclosed]%, [not disclosed] PP; or • $<$[not disclosed]%, [not disclosed] PP plus an additional [not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%. .

	Standards	the Code of Maintenance Standards.		timeframes specified in the Code of Maintenance Standards for all assets not covered by KPI 30 within the Maintenance Site, including: <ol style="list-style-type: none"> 1. pavements (routine); 2. cleanliness of tunnel linings; 3. litter control; 4. grass and weed control; and 5. graffiti management. 	the Code of Maintenance Standards.	
32.	Code of Maintenance Standards	To ensure maintenance is undertaken in compliance with the requirements of the Code of Maintenance Standards.	N/A	Any Defects identified by the inspection, testing and reporting under KPIs 30 and 31 must be rectified within the lesser of: <ol style="list-style-type: none"> 1. twice the time specified for rectification; and 2. 10 Business Days after the time specified for rectification, in the Agreement (including in the Code of Maintenance Standards) (Relevant	In relation to each KPI Event, after each Relevant Rectification Period.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for each subsequent Relevant Rectification Period during which the KPI Event has not been rectified.

				Rectification Period).		
33.	Forecast Maintenance and Refurbishment Plan	To ensure compliance with the Forecast Maintenance and Refurbishment Plan and the Replacement and Refurbishment Program.	N/A	Each activity required by the Forecast Maintenance and Refurbishment Plan (as updated to reflect the condition monitoring of Assets) or the Replacement and Refurbishment Program must be undertaken no later than 90 Business Days after the scheduled time for undertaking that activity in accordance with the Forecast Maintenance and Refurbishment Plan.	90 Business Days after each activity is required to be undertaken in accordance with the Forecast Maintenance and Refurbishment Plan, and at the end of every subsequent Quarter thereafter until the activity has been undertaken.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for every subsequent Quarter after the initial KPI Event during which the KPI Event has not been rectified.
34.	Air Quality	To ensure that an air quality monitoring program is undertaken and that air quality complies with the O&M Manual and PSR requirements.	N/A	Undertake each required air quality monitoring activity at the times, and in the manner, specified in the O&M Manual and as necessary to meet any relevant PSR requirements.	After each air quality monitoring activity specified in the O&M Manual and as necessary to meet PSR requirements is required to be undertaken.	[not disclosed] PP for each KPI Event.

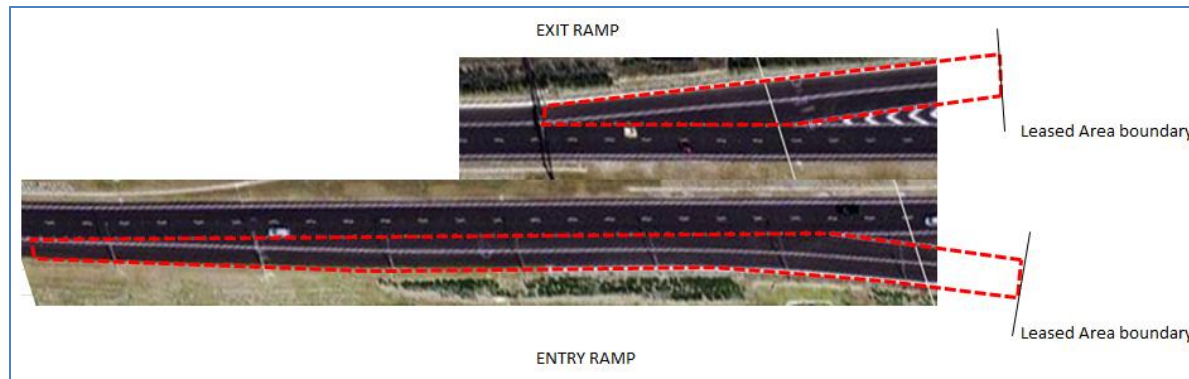
35.	Air Quality	To ensure that an air quality monitoring program is undertaken and to ensure that air quality complies with O&M Manual and PSR requirements.	N/A	Undertake any necessary works to ensure that air in the tunnels and discharge from the vent stacks complies with the O&M Manual and PSR requirements within 10 Business Days after identifying the non-compliance, or such longer period agreed to by the State acting reasonably.	10 Business Days after: <ol style="list-style-type: none"> 1. identifying the non-compliance; or 2. such longer period agreed to by the State acting reasonably, and at the end of every Business Day thereafter until the KPI Event has been rectified.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for each Business Day after the initial KPI Event during which the initial KPI Event has not been rectified.
36.	Noise	To ensure that the noise attenuation requirements of the PSR are met.	N/A	Undertake each required noise monitoring activity at the times, and in the manner, required by the PSR.	After each noise monitoring activity is required by the PSR to be undertaken, and at the end of each 10 Business Day period thereafter.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for each 10 Business Day period after the initial KPI Event during which the KPI Event has not been rectified.
37.	Noise	To ensure that the noise attenuation requirements of the PSR are maintained.	N/A	Undertake any necessary works to ensure that noise levels comply with the requirements of the PSR within 120 Business Days after identification of a non-compliance, or such longer period agreed to by the State	120 Business Days after: <ol style="list-style-type: none"> 1. identifying the non-compliance; or 2. such longer period agreed to by the State acting reasonably, and at the end of every 30	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for each 30 Business Day period after the initial KPI Event during which the KPI Event has not

				acting reasonably.	Business Day period thereafter until the works have been undertaken.	been rectified.
38.	Groundwater seepage	To ensure that water does not drip on or flow over road pavements, walkways and egress passages in the tunnels.	N/A	Undertake any necessary works to ensure that water does not drip on or flow over road pavements, walkways and egress passages in the tunnels within 30 Business Days after Detection, or such longer period agreed to by the State acting reasonably.	30 Business Days after: <ol style="list-style-type: none"> 1. Detection; or 2. such longer period agreed to by the State acting reasonably, and at the end of every 10 Business Day period thereafter until the works have been undertaken.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for each 10 Business Day period after the initial KPI Event during which the KPI Event has not been rectified.
39.	Water Quality	To ensure that water discharge meets the relevant requirements of the O&M Manual and PSR.	N/A	Undertake all necessary works to ensure that water discharge complies with the requirements of the O&M Manual and PSR requirements within 20 Business Days after identifying a non-compliance, or such longer period agreed to by the State acting reasonably.	20 Business Days after: <ol style="list-style-type: none"> 1. identifying the non-compliance; or 2. such longer period agreed to by the State acting reasonably, and at the end of each 20 Business Day period thereafter until the works have been undertaken.	<ul style="list-style-type: none"> • [not disclosed]PP for each KPI Event; and • [not disclosed] PP for each 20 Business Day period after the initial KPI Event during which the KPI Event has not been rectified.

40.	User Services, Community and Communications	To ensure community concerns are addressed in a timely manner.	N/A	Each contact related to Stage One, including: <ol style="list-style-type: none"> 1. correspondence by post, web, email, social or other electronic media; or 2. User calls received on Project Co's general enquiry telephone number, must be managed in accordance with the Operations Communications and Community Engagement Plan \geq [not disclosed]% of the time.	At the end of each Quarter	[not disclosed] PP for each [not disclosed]% (or part thereof) below [not disclosed]%.
41.	General Reporting	To ensure the State receives reports and data as required.	N/A	Each report, plan, notice, manual and information (and each update thereto) required under the State Project Documents must be submitted to the State no later than 10 Business Days after the date specified for submission in the State Project Documents.	10 Business Days after the relevant date for submission, and every 10 Business Days thereafter until the State receives the submission.	<ul style="list-style-type: none"> • [not disclosed] PP for each KPI Event; and • [not disclosed] PP for each 10 Business Day period after the initial KPI Event during which the KPI Event has not been rectified.

* Performance Points will not be incurred for individual Devices where the corresponding System Availability KPI Event has occurred.

Annexure D - Ramp diagram



Annexure E - Full Closure Maintenance and Repair Work

1. Full Closure Maintenance

- (a) A Closure of all Lanes on a ramp or carriageway in either direction on the Freeway for Full Closure Maintenance undertaken by Project Co will be a Permitted Closure provided that:
 - (i) if undertaken at a time other than during an Overnight Closure Window:
 - A. it is necessary to carry out the Closure at a time other than during an Overnight Closure Window in order to make the Freeway safe for the passage of vehicles; or
 - B. with the agreement of the State in accordance with the PSR; and
 - (ii) subject to paragraph (b), the Closure for a category of Full Closure Maintenance set out in the table below would not cause the aggregate number of hours during the Contract Year in which the Closure occurs that have been used to undertake that category of Full Closure Maintenance under this item 1 of Annexure E to exceed the number of hours for that category of Full Closure Maintenance and that Contract Year as set out in the table below.
- (b) Where works relating to Major Repair and Refurbishment Maintenance are deferred or brought forward, allocated hours in this table may be deferred or brought forward accordingly. Hours relating to Major Repair and Refurbishment Maintenance for each year are to be updated at the start of each Contract Year, to reflect the then current Forecast Maintenance and Refurbishment Program, provided that the aggregate number of hours relating to Major Repair and Refurbishment Maintenance may not exceed the total specified in the "Total" column below.
- (c) The number of hours for each Contract Year in the table below assumes a full 12 month year. The actual number of hours allowed for the first and last Contract Years will be adjusted pro rata to the number of days in those Contract Years (and rounded up to the nearest whole hour) and the total number of hours will be adjusted accordingly.

Stage One - East West Link
 Schedule 3 - Payment Schedule

Commercial in Confidence

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
Routine Maintenance ¹	96	96	96	96	96	96	96	96	96	96	96	96	96
Major Repair and Refurbishment Maintenance ²	0	0	0	0	0	0	48	240	24	180	24	180	24
Defect Repair ³	136	36	36	36	36	0	0	0	0	0	0	0	0
Repair Works - Minor ⁴	72	72	72	72	72	72	72	72	72	72	72	72	72
Repair Works - Major Damage ⁵	As required.												
Total	240	240	240	240	240	168	216	408	192	348	192	348	192
	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Total
Routine Maintenance	96	96	96	96	96	96	96	96	96	96	96	96	2400
Major Repair and Refurbishment Maintenance	0	0	240	0	0	0	180	96	120	180	300	240	2076

Stage One - East West Link
 Schedule 3 - Payment Schedule

Commercial in Confidence

Defect Repair	0	0	0	0	0	0	0	0	0	0	0	0	360
Repair Works - Minor	72	72	72	72	72	72	72	72	72	72	72	72	1800
Repair Works - Major Damage	As required.												
Total	168	168	408	168	168	168	348	264	288	348	468	408	6636

1. Routine Maintenance has the meaning given in the PSR.

2. Major Repair and Refurbishment Works has the meaning given in the PSR.

3. Defect Repair is all works to address a Defect that are not included in notes 1, 2, 4 and 5.

4. Minor Repair works are those repair works following Incident damage requiring no more than 2 nights of Closures of all Lanes to complete.

5. Major Repair works are those required following significant Incident damage requiring more than 2 nights of Closures of all Lanes to complete.

2. Repair Work

- (a) A Closure of a Lane (other than a Closure for Full Closure Maintenance undertaken under item 1 of this Annexure E) undertaken by Project Co in order to carry out Repair Work at a time other than during an Overnight Closure Window will be a Permitted Closure provided that:
 - (i) it is necessary to carry out the Repair Work at a time other than during an Overnight Closure Window in order to make the Freeway safe for the passage of vehicles;
 - (ii) the Closure would not cause the aggregate number of Lane Closure Hours during the Contract Year in which the Closure occurs that have been used to undertake Repair Works under this item 2 of this Annexure E to exceed the Lane Closure Limit for that Contract Year.

- (b) For the purposes of this Annexure E:
 - (i) a Lane Closure Hour means each hour or part thereof during which a Lane is subject to Closure; and
 - (ii) the Lane Closure Limit means [Not disclosed]Lane Closure Hours.

Annexure F – Quarterly Service Payment Components

- (a) Subject to paragraph (b):
 - (i) the capital component of the Base Quarterly Service Payment for each Quarter during the O&M Phase (**CC_q**) is as set out for the relevant period in Table F1 below;
 - (ii) the base O&M component of the Base Quarterly Service Payment for each Quarter during the O&M Phase (**BOM_q**) is as set out for the relevant Quarter in column (a) in Table F2 below;
 - (iii) the base Project Co cost component of the Base Quarterly Service Payment for each Quarter during the O&M Phase (**BPCC_q**) is as set out for the relevant Quarter in column (b) in Table F2 below; and
 - (iv) the base lifecycle component of the Base Quarterly Service Payment for each Quarter during the O&M Phase (**BLC_q**) is as set out for the relevant Quarter in column (c) in Table F2 below.
- (b) The dates and amounts set out in Table F1 and Table F2 below:
 - (i) will be determined in accordance with the Financial Close Adjustment Protocols and the applicable dates and amounts for the purposes of this Annexure F from Financial Close will be the corresponding dates and amounts set out in the Model Output Schedule; and
 - (ii) in the case of Table F2, will be updated to reflect any extension of time agreed or determined as a consequence of a Compensable Extension Event or CCP Modification.

Table F1 - Capital component of the Base Quarterly Service Payment

Timing	CCq \$
Until 30 Business Days after the Forecast SOPC Payment Date	[Not disclosed – could disadvantage parties in future projects]
From 30 Business Days after the Forecast SOPC Payment Date	[Not disclosed – could disadvantage parties in future projects]

[Not disclosed – could disadvantage parties in future projects]

Table F2 - Base Quarterly Service Payment components other than capital component

Column	(a)	(b)	(c)
	BOMq	BPCCq	BLCq
<i>Closing date of the Quarter</i>	\$	\$	\$

[Not disclosed – could disadvantage parties in future projects]