

Toowoomba Second Range Crossing

Project Deed - Deed of Variation

The State of Queensland
State

Nexus Infrastructure Pty Ltd ACN 600 535 180 in its own right and as trustee for the
Nexus Infrastructure Unit Trust

Project Co

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Deed of variation

Date 19 February 2020

Parties The State of Queensland (State)

Nexus Infrastructure Pty Ltd ACN 600 535 180 in its own right and as trustee for the Nexus Infrastructure Unit Trust (Project Co)

Background

- A. The State and Project Co are parties to the Project Deed.
- B. The parties desire to amend the Payment Schedule in accordance with this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

- (a) any word, expression, reference or term used in this deed which is defined in the Project Deed and is not specifically defined in this deed shall, unless the context otherwise indicates, have in this deed the same meaning as in the Project Deed;
- (b) each term set out below has the meaning given to it in this deed:

2020 Refinancing Deed means the document entitled "Toowoomba Second Range Crossing Project – 2020 Refinancing Deed" dated on or about the date of this deed between (amongst others) Project Co, Fin Co and Westpac Banking Corporation.

Effective Date means the date when the State is notified by Project Co that all steps described in clause 5.1 of the 2020 Refinancing Deed have occurred and the Refinancing contemplated under the terms of the 2020 Refinancing Deed has been completed.

Project Deed means the document titled "Project Deed - Toowoomba Second Range Crossing" between the State and Project Co dated 21 August 2015.

1.2 Interpretation

In this deed:

- (a) **(headings)**: headings (including any heading at the beginning of any subclause) are for convenience only and do not affect interpretation;

and unless the context otherwise requires:

- (b) **(count and gender)**: a word importing the singular includes the plural and vice versa and a word indicating a gender includes every other gender;
- (c) **(Deed and Schedule references)**: a reference to a party, clause or Schedule is a reference to a party, clause or Schedule of or to this deed;

- (d) **(Deed as amended)**: a reference to this deed or to any other deed, agreement, document or instrument includes a reference to this deed or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (e) **(party)**: a reference to a party includes that party's legal representatives, trustees, executors, administrators, successors and permitted substitutes and assigns, including any persons taking part by way of novation;
- (f) **(person)**: a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (g) **(legislation)**: a reference to legislation includes its delegated legislation and a reference to such legislation or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) **(definitions)**: if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **("include")**: "include", "includes" and "including" will be read as if followed by the phrase "(without limitation)";
- (j) **("or")**: the meaning of "or" will be that of the inclusive, being one, some or all of a number of possibilities;
- (k) **(information)**: a reference to information includes information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (l) **("\$")**: a reference to "\$", AUD or dollar is to Australian currency;
- (m) **(time)**: a reference to time is a reference to time in Brisbane, Australia;
- (n) **(rights)**: a reference to a right includes any benefit, remedy, function, discretion, authority or power;
- (o) **(obligations and liabilities)**: a reference to an obligation or a liability assumed by two or more persons binds or benefits them jointly and severally;
- (p) **("may")**: the term "may", when used in the context of a power, right or remedy exercisable by the State, means that the State can exercise that power, right or remedy in its absolute and unfettered discretion and the State has no obligation to do so;
- (q) **(construction)**: where there is a reference to an Authority, institute or association or other body referred to in this deed which:
 - (i) is reconstituted, renamed or replaced or if its powers or functions are transferred to, or assumed by, another Entity, this deed is deemed to refer to that other Entity; or
 - (ii) ceases to exist, this deed is deemed to refer to that new Entity which serves substantially the same purpose or object as the former Entity;
- (r) **(remedy)**: the use of the words "remedy", "cured" or any form of such words in this Deed means that the event to be remedied or cured must be remedied or cured or its effects overcome; and

- (s) (**contra proferentem rule not to apply**): each provision will be interpreted without disadvantage to the party who (or whose representative) drafted or proffered that provision.

2. Amendments to the Payment Schedule

2.1 Amendments to the Payment Schedule

On and from the Effective Date, the Payment Schedule is deleted and replaced by the terms set out in Schedule 1.

2.2 Ratification and confirmation of the Project Deed

The State and Project Co acknowledge and agree that:

- (a) as from the date of execution of this deed, the Project Deed will be read and construed subject to the terms and conditions of this deed;
- (b) if there is any conflict, apparent conflict, discrepancy, ambiguity or inconsistency (**Inconsistency**) between the terms and conditions of the Project Deed and those of this deed then this deed will, to the extent of the Inconsistency, prevail;
- (c) this deed is supplemental to the Project Deed and, except as otherwise expressly provided to the contrary, the Project Deed is expressly ratified and confirmed; and
- (d) this deed does not have the effect of terminating the Project Deed.

3. Disputes

Any disputes arising between the State and Project Co concerning the subject of matter of this deed will be dealt with in accordance with clause 41 of the Project Deed.

4. Notices

All communications (including notices, consents, approvals, requests and demands) under or in connection with this deed will be provided in accordance with clause 57 (Notices and bar to Claims) of the Project Deed.

5. Miscellaneous

5.1 Governing law

- (a) (**Governing Law**): This deed is governed by, and must be construed according to, the Laws of Queensland, Australia.
- (b) (**Jurisdiction**): Without limiting clauses 41 to 42 of the Project Deed, each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from the courts of Queensland, with respect to any proceedings which may be brought in connection with this deed.

5.2 Further acts

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to both parties) required by Law or reasonably requested by any other party to give effect to this deed.

5.3 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed.

5.4 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

5.5 No Representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

Schedule 1 - Amended Payment Schedule

1. Definitions

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

Actual Floating Rate means in respect of an Interest Period, the reference rate (exclusive of any margin) applicable to that Interest Period as determined on or around the first day of that Interest Period and which at the date of this Deed shall be the average bid rate quoted on page "BBSY" on Reuters.

Actual Floating Rate Interest Payment means, in respect of an Interest Period, the interest payable at the Actual Floating Rate (excluding any margin) on the Base Case Floating Rate Debt. The method of calculating the Actual Floating Rate Interest Payment shall be consistent with the method for calculating the Base Case Floating Rate Interest Payment in the Base Case Financial Model.

Arrester Beds means the arrester beds located at chainage 9700 and 13100 and designed in accordance with the Guide to Road Design, Part 6: Roadside Design, Safety and Barriers.

Available means, at any time after the Tollroad Opening Date, that every Lane in each Tollroad Section:

- (a) is fully open to the general public at that time for the safe, efficient and continuous passage of vehicles;
- (b) meets the condition required by the State Project Documents; and
- (c) is not Deemed Unavailable.

Base Case Floating Rate Debt means in respect of an Interest Period, the amount of the outstanding private sector floating rate debt upon which floating rate interest payments are made as set out in Annexure F. For the purposes of calculating the Floating Rate Component in section 8 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 in the Base Case Financial Model (excluding any margin) on the Base Case Floating Rate Debt.

Base Case Interest Rate means in respect of an Interest Period, the reference floating interest rate (exclusive of any margin) assumed in the Base Case Financial Model as set out in Annexure F.

Base Energy Consumption means the energy consumption forecast by Project Co for the relevant Quarter as set out in Annexure E.

Base Quarterly Service Payment means the base quarterly service payment calculated in accordance with section 2.2.

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

Closure means each separate instance in which a single Lane is not (whether on a Ramp or any other part of the Tollroad), or multiple Lanes (or any part of a Lane or multiple Lanes) are not, Available.

CPI has the meaning given in the Indexes Schedule.

Deemed Unavailable means the occurrence of any of the criteria as set out in Appendix C of Annexure 03, Part 1 of the Performance Specification.

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

- (a) the time at which Project Co detects, or is notified of, the Closure, in each case as recorded in accordance with the Project Documents; and
- (b) the time at which Project Co would have detected the Closure had Project Co been complying with its obligations under the State Project Documents.

Electricity Price in respect of a Quarter means the dollar amount per MWh for that Quarter as defined in accordance with clause 30.2 of this Deed.

Emergency Services Agencies means the Queensland Police Service, the Queensland Fire and Rescue Service, the Queensland Ambulance Service and any other State emergency service.

Emergency Stopping Lane means a lane of the Tollroad or an Arrester Bed which functions as an emergency stopping lane, including those described in the Performance Specification.

Emergency Stopping Lane Closure means a Closure of an Emergency Stopping Lane only.

Floating Rate Component has the meaning given in section 8.

Full Carriageway Closure means a Closure where all Lanes in a Tollroad Section (excluding any Emergency Stopping Lane or Shoulder) in one direction are subject to that Closure.

Full Closure Maintenance means the O&M Activities described in Annexure B that cannot be safely undertaken without a Full Carriageway Closure.

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

Inner Shoulder has the meaning as described in the Road Planning and Design Manual Ed 1, Chapter 7, Clause 7.3.1.

Interest Period has the meaning given to it in the Facility Agreement or any such agreement that replaces it due to any Refinancing.

Intersection means, as the context requires, any or all of the intersections / interchanges A, B, C, D or E as described in section 2.3.1(a)(ii) of Exhibit A, Part 1 of the Performance Specification.

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 "Application of Abatement" column of the KPI Table.

KPI Table means the table in Attachment 3A of Annexure 03, Part 1 of the Performance Specification.

Lane means a lane of the Tollroad and includes a lane on a Ramp, an Intersection and an Emergency Stopping Lane and a Shoulder.

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

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

Outer Shoulder has the meaning as described in the Road Planning and Design Manual Ed 1, Chapter 7, Clause 7.3.1.

Partial Carriageway Closure means a Closure impacting only one Lane (excluding any Emergency Stopping Lane or Shoulder) where there is more than one Lane on the Tollroad Section subject to the Closure in the affected direction of travel.

PC Intervening Event means:

- (a) a Compensable Intervening Event; or
- (b) an event which causes Emergency Services Agencies to assume control of any part of Toowoomba Second Range Crossing,

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

- (c) is not caused by Project Co's failure 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 Lane Available.

Performance Abatement means a performance abatement calculated in accordance with section 5.

Periodic Maintenance means periodic maintenance works and services undertaken against a schedule contained in the State Project Documents and reviewed in accordance with the Review Procedures, or as otherwise agreed with the State.

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

- (a) occurs during the following periods:
 - (i) between 9 pm and 5 am each night,

provided that:

 - (ii) the Closure is required for Repair Works or Periodic Maintenance undertaken by Project Co consistent with its obligations under the State Project Documents; and
 - (iii) travel remains possible in both directions on the Tollroad and at least one Lane on each Ramp is Available;
- (b) is required for Full Closure Maintenance undertaken by Project Co in accordance with the State Project Documents, but only to the extent that the cumulative aggregate of Closure hours for Full Closure Maintenance in any period is not greater than as specified for that period in the State Project Documents, including Annexure B;
- (c) is required for Repair Works, but only to the extent that such works:
 - (i) occur between 5 am and 9 pm; and
 - (ii) are required in order to make a Lane safe for the passage of vehicles;
- (d) is a Permitted Shoulder Closure;
- (e) is required as a direct and necessary result of a Compensable Intervening Event; or

(f) is required by the State or other Authority.

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

- (a) occurs between 5 am and 9 pm; and
- (b) is required for:
 - (i) mowing on the side of the road; or
 - (ii) mobile inspections by a maintenance vehicle,

but only to the extent that the cumulative aggregate of hours for Shoulder Closures that satisfy paragraphs (a) and (b) of this definition in any period is not greater than as specified for that period in the State Project Documents, including Annexure G.

Quarterly Indexation Factor or **QIF** means the factor calculated in accordance with section 6.

Ramp means each of the entry ramps to and exit ramps from the Tollroad.

Rectification Period means the time period within which Project Co must rectify any Unavailability (not caused or contributed to by an act or omission of Project Co or any of its Associates), being the period of time commencing on Detection and ending the number of minutes later. The Rectification Period times are:

- (a) 90 minutes for Closures caused by Cars and LCVs;
- (b) 120 minutes for Closures caused by HCVs; and
- (c) 360 minutes to remove LCVs and HCVs that are in the Arrester Beds.

Repair Works means repair works to rectify damage to the Tollroad 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.

Shoulder means Inner Shoulder or Outer Shoulder.

Shoulder Closure means a Closure of either the Inner Shoulder or Outer Shoulder.

Special Day means 12.00am to 11.59pm on Good Friday and the day before Good Friday.

Tollroad Section means the Tollroad Sections identified in Table A in section 4.2.

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 Deed.

Unavailability Abatement means an abatement calculated in accordance with section 4.

Unavailability Event means any Unavailability:

- (a) caused or contributed to by an act or omission of Project Co or any of its Associates; or
- (b) not caused or contributed to by an act or omission of Project Co or any of its Associates but which has not been rectified by Project Co within the relevant Rectification Period.

Unavailability Time Period means, subject to section 3.3, for each Unavailability Event, the period commencing on Detection and ending when the Unavailability Event ceases. An Unavailability Event in respect of any aspect of the Project will cease when it once again becomes Available.

2. Payments

2.1 Calculation of the Quarterly Service Payment

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

$$QSP_q = BQSP_q - UA_q - PA_q$$

where:

BQSP_q = Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 2.2;

UA_q = Unavailability Abatements for the relevant Quarter, calculated in accordance with section 4; and

PA_q = Performance Abatements for the relevant Quarter, calculated in accordance with section 5.

2.2 Calculation of the Base Quarterly Service Payment

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

$$BQSP_q = NICC_q + ICC_q + OM_q + LC_q + IC_q + EC_q \pm FRCIP_q$$

where:

NICC_q = Non-Indexed Capital Component of the Base Quarterly Service Payment for a Quarter having the value given to it in the following table:

Date	NICC _q (\$, real June 2015)
31-Dec-18	2,557,752.65
31-Mar-19	7,843,774.80
30-Jun-19	7,843,774.80
30-Sep-19	7,843,774.80
31-Dec-19	7,843,774.80
31-Mar-20	7,843,774.80
30-Jun-20	7,843,774.80
30-Sep-20	7,843,774.80
31-Dec-20	7,843,774.80
31-Mar-21	7,843,774.80
30-Jun-21	7,843,774.80

Date	NICC _q (\$, real June 2015)
30-Sep-21	7,843,774.80
31-Dec-21	7,843,774.80
31-Mar-22	7,843,774.80
30-Jun-22	7,843,774.80
30-Sep-22	7,843,774.80
31-Dec-22	7,843,774.80
31-Mar-23	7,843,774.80
30-Jun-23	7,843,774.80
30-Sep-23	7,843,774.80
31-Dec-23	7,843,774.80
31-Mar-24	7,843,774.80
30-Jun-24	7,843,774.80
30-Sep-24	7,843,774.80
31-Dec-24	7,843,774.80
31-Mar-25	7,843,774.80
30-Jun-25	7,843,774.80
30-Sep-25	7,843,774.80
31-Dec-25	7,843,774.80
31-Mar-26	7,843,774.80
30-Jun-26	7,843,774.80
30-Sep-26	7,843,774.80
31-Dec-26	7,843,774.80
31-Mar-27	7,843,774.80
30-Jun-27	7,843,774.80
30-Sep-27	7,843,774.80
31-Dec-27	7,843,774.80
31-Mar-28	7,843,774.80
30-Jun-28	7,843,774.80
30-Sep-28	7,843,774.80
31-Dec-28	7,843,774.80
31-Mar-29	7,843,774.80
30-Jun-29	7,843,774.80
30-Sep-29	7,843,774.80
31-Dec-29	7,843,774.80
31-Mar-30	7,843,774.80
30-Jun-30	7,843,774.80
30-Sep-30	7,843,774.80
31-Dec-30	7,843,774.80
31-Mar-31	7,843,774.80
30-Jun-31	7,843,774.80
30-Sep-31	7,843,774.80
31-Dec-31	7,843,774.80
31-Mar-32	7,843,774.80
30-Jun-32	7,843,774.80
30-Sep-32	7,843,774.80
31-Dec-32	7,843,774.80
31-Mar-33	7,843,774.80
30-Jun-33	7,843,774.80
30-Sep-33	7,843,774.80
31-Dec-33	7,843,774.80
31-Mar-34	7,843,774.80
30-Jun-34	7,843,774.80
30-Sep-34	7,843,774.80
31-Dec-34	7,843,774.80
31-Mar-35	7,843,774.80

Date	NICC _q (\$, real June 2015)
30-Jun-35	7,843,774.80
30-Sep-35	7,843,774.80
31-Dec-35	7,843,774.80
31-Mar-36	7,843,774.80
30-Jun-36	7,843,774.80
30-Sep-36	7,843,774.80
31-Dec-36	7,843,774.80
31-Mar-37	7,843,774.80
30-Jun-37	7,843,774.80
30-Sep-37	7,843,774.80
31-Dec-37	7,843,774.80
31-Mar-38	7,843,774.80
30-Jun-38	7,843,774.80
30-Sep-38	7,843,774.80
31-Dec-38	7,843,774.80
31-Mar-39	7,843,774.80
30-Jun-39	7,843,774.80
30-Sep-39	7,843,774.80
31-Dec-39	7,843,774.80
31-Mar-40	7,843,774.80
30-Jun-40	7,843,774.80
30-Sep-40	7,843,774.80
31-Dec-40	7,843,774.80
31-Mar-41	7,843,774.80
30-Jun-41	7,843,774.80
30-Sep-41	7,843,774.80
31-Dec-41	7,843,774.80
31-Mar-42	7,843,774.80
30-Jun-42	7,843,774.80
30-Sep-42	7,843,774.80
31-Dec-42	7,843,774.80
31-Mar-43	7,843,774.80
30-Jun-43	7,843,774.80
30-Sep-43	7,843,774.80
31-Dec-43	5,286,022.15
31-Mar-44	-

ICC_q = Indexed Capital Component of the Base Quarterly Service Payment for a Quarter, calculated in accordance with section 2.2A;

OM_q = O&M Component of the Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 2.3;

LC_q = Lifecycle Component of the Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 2.4;

IC_q = the sum of:

- (a) the Insurance Component of the Base Quarterly Service Payment for the relevant Quarter, determined in accordance with clause 30.1 of this Deed; and
- (b) the amount which is specified in the column entitled "Non Benchmarked Insurance (\$, real June 2015, subset of total)" in Annexure D (Insurance Component) for the relevant Quarter and Indexed.

EC_q = Energy Component of the Base Quarterly Service Payment for the relevant Quarter, calculated in accordance with section 2.5; and

FRCIP_q = Floating Rate Component Interest Payment for the relevant Quarter, calculated in accordance with section 8.

- (b) Where paragraph (a) or (b) of the definition of Quarter applies, all amounts referred to in this section 2.2 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.

2.2A Calculation of the Indexed Capital Component of the Base Quarterly Service Payment

The Indexed Capital Component of the Base Quarterly Service Payment for each Quarter (**ICC_q**) is calculated as:

$$ICC_q = BICC_q \times (1 + QIF_q)$$

where:

BICC_q = Base Indexed Capital Component for a Quarter, having the value given to it in the following table:

Payment Date	BICCq (\$, real June 2015)
31-Dec-18	264,742
31-Mar-19	811,875
30-Jun-19	811,875
30-Sep-19	811,875
31-Dec-19	811,875
31-Mar-20	655,430
30-Jun-20	464,643
30-Sep-20	464,643
31-Dec-20	464,643
31-Mar-21	464,643
30-Jun-21	464,643
30-Sep-21	464,643
31-Dec-21	464,643
31-Mar-22	464,643
30-Jun-22	464,643
30-Sep-22	464,643
31-Dec-22	464,643
31-Mar-23	464,643
30-Jun-23	464,643
30-Sep-23	464,643
31-Dec-23	464,643

Payment Date	BICCq (\$, real June 2015)
31-Mar-24	464,643
30-Jun-24	464,643
30-Sep-24	464,643
31-Dec-24	464,643
31-Mar-25	811,875
30-Jun-25	811,875
30-Sep-25	811,875
31-Dec-25	811,875
31-Mar-26	811,875
30-Jun-26	811,875
30-Sep-26	811,875
31-Dec-26	811,875
31-Mar-27	811,875
30-Jun-27	811,875
30-Sep-27	811,875
31-Dec-27	811,875
31-Mar-28	811,875
30-Jun-28	811,875
30-Sep-28	811,875
31-Dec-28	811,875
31-Mar-29	811,875
30-Jun-29	811,875
30-Sep-29	811,875
31-Dec-29	811,875
31-Mar-30	811,875
30-Jun-30	811,875
30-Sep-30	811,875
31-Dec-30	811,875
31-Mar-31	811,875
30-Jun-31	811,875
30-Sep-31	811,875
31-Dec-31	811,875
31-Mar-32	811,875
30-Jun-32	811,875
30-Sep-32	811,875
31-Dec-32	811,875
31-Mar-33	811,875
30-Jun-33	811,875

Payment Date	BICCq (\$, real June 2015)
30-Sep-33	811,875
31-Dec-33	811,875
31-Mar-34	811,875
30-Jun-34	811,875
30-Sep-34	811,875
31-Dec-34	811,875
31-Mar-35	811,875
30-Jun-35	811,875
30-Sep-35	811,875
31-Dec-35	811,875
31-Mar-36	811,875
30-Jun-36	811,875
30-Sep-36	811,875
31-Dec-36	811,875
31-Mar-37	811,875
30-Jun-37	811,875
30-Sep-37	811,875
31-Dec-37	811,875
31-Mar-38	811,875
30-Jun-38	811,875
30-Sep-38	811,875
31-Dec-38	811,875
31-Mar-39	811,875
30-Jun-39	811,875
30-Sep-39	811,875
31-Dec-39	811,875
31-Mar-40	811,875
30-Jun-40	811,875
30-Sep-40	811,875
31-Dec-40	811,875
31-Mar-41	811,875
30-Jun-41	811,875
30-Sep-41	811,875
31-Dec-41	811,875
31-Mar-42	811,875
30-Jun-42	811,875
30-Sep-42	811,875
31-Dec-42	811,875

Payment Date	BICCq (\$, real June 2015)
31-Mar-43	811,875
30-Jun-43	811,875
30-Sep-43	811,875
31-Dec-43	547,133
31-Mar-44	-

; and

$QIF_q =$ Quarterly Indexation Factor for the relevant Quarter.

2.3 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:

$$OM_q = BOM_q \times (1 + QIF_q)$$

where:

$BOM_q =$ Base Operations and Maintenance component for a Quarter, having the value given to it in the following table:

Date	BOM _q (\$, real June 2015)
31-Dec-18	875,813
31-Mar-19	2,670,819
30-Jun-19	2,670,819
30-Sep-19	2,670,819
31-Dec-19	2,670,819
31-Mar-20	2,670,819
30-Jun-20	2,670,819
30-Sep-20	2,670,819
31-Dec-20	2,670,819
31-Mar-21	2,670,819
30-Jun-21	2,670,819
30-Sep-21	2,670,819
31-Dec-21	2,670,819
31-Mar-22	2,670,819
30-Jun-22	2,670,819
30-Sep-22	2,670,819
31-Dec-22	2,670,819
31-Mar-23	2,670,819
30-Jun-23	2,670,819
30-Sep-23	2,670,819
31-Dec-23	2,670,819
31-Mar-24	2,670,819
30-Jun-24	2,670,819
30-Sep-24	2,670,819
31-Dec-24	2,670,819
31-Mar-25	2,670,819

Date	BOM _q (\$, real June 2015)
30-Jun-25	2,670,819
30-Sep-25	2,670,819
31-Dec-25	2,670,819
31-Mar-26	2,670,819
30-Jun-26	2,670,819
30-Sep-26	2,670,819
31-Dec-26	2,670,819
31-Mar-27	2,670,819
30-Jun-27	2,670,819
30-Sep-27	2,670,819
31-Dec-27	2,670,819
31-Mar-28	2,670,819
30-Jun-28	2,670,819
30-Sep-28	2,670,819
31-Dec-28	2,670,819
31-Mar-29	2,670,819
30-Jun-29	2,670,819
30-Sep-29	2,670,819
31-Dec-29	2,670,819
31-Mar-30	2,670,819
30-Jun-30	2,670,819
30-Sep-30	2,670,819
31-Dec-30	2,670,819
31-Mar-31	2,670,819
30-Jun-31	2,670,819
30-Sep-31	2,670,819
31-Dec-31	2,670,819
31-Mar-32	2,670,819
30-Jun-32	2,670,819
30-Sep-32	2,670,819
31-Dec-32	2,670,819
31-Mar-33	2,670,819
30-Jun-33	2,670,819
30-Sep-33	2,670,819
31-Dec-33	2,670,819
31-Mar-34	2,670,819
30-Jun-34	2,670,819
30-Sep-34	2,670,819
31-Dec-34	2,670,819
31-Mar-35	2,670,819
30-Jun-35	2,670,819
30-Sep-35	2,670,819
31-Dec-35	2,670,819
31-Mar-36	2,670,819
30-Jun-36	2,670,819
30-Sep-36	2,670,819
31-Dec-36	2,670,819
31-Mar-37	2,670,819
30-Jun-37	2,670,819
30-Sep-37	2,670,819
31-Dec-37	2,670,819
31-Mar-38	2,670,819
30-Jun-38	2,670,819
30-Sep-38	2,670,819
31-Dec-38	2,670,819

Date	BOM _q (\$, real June 2015)
31-Mar-39	2,670,819
30-Jun-39	2,670,819
30-Sep-39	2,670,819
31-Dec-39	2,670,819
31-Mar-40	2,670,819
30-Jun-40	2,670,819
30-Sep-40	2,670,819
31-Dec-40	2,670,819
31-Mar-41	2,670,819
30-Jun-41	2,670,819
30-Sep-41	2,670,819
31-Dec-41	2,670,819
31-Mar-42	2,670,819
30-Jun-42	2,670,819
30-Sep-42	2,670,819
31-Dec-42	2,669,936
31-Mar-43	2,669,495
30-Jun-43	2,669,495
30-Sep-43	2,664,658
31-Dec-43	1,786,427
31-Mar-44	-

; and

QIF_q = Quarterly Indexation Factor for the relevant Quarter.

2.4 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:

$$LC_q = BLC_q \times (1 + QIF_q)$$

where:

BLC_q = Base Lifecycle Component for a Quarter, having the values set out in Annexure C; and

QIF_q = Quarterly Indexation Factor for the relevant Quarter.

2.5 Calculation of the Energy Component of the Base Quarterly Service Payment

The Energy Component of the Base Quarterly Service Payment for each Quarter (**EC_q**) is calculated as:

$$EC_q = BEC_q \times EP_q$$

where:

BEC_q = Base Energy Consumption in MWh, for the relevant Quarter; and

EP_q = Electricity Price in \$/MWh, for the relevant Quarter, determined in accordance with clause 30.2 of this Deed.

3. Unavailability Abatements

3.1 Unavailability Events

- (a) **(Unavailability during a Quarter):** If an Unavailability Event occurs during a Quarter, an Unavailability Abatement will be incurred by Project Co in that Quarter for that Unavailability Event.
- (b) **(Unavailability during two or more Quarters):** Where the same Unavailability Event subsists during two (or more) Quarters:
 - (i) for the purposes of calculating Unavailability Abatements in each Quarter, an Unavailability Event will be deemed to have occurred in each Quarter during which the Unavailability Event subsists;
 - (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 end 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 end of that Quarter.

3.2 Calculation of the total Unavailability Abatement

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

$$UA_q = \sum UA_e$$

where:

UA_e = the Unavailability Abatement for each Unavailability Event during the relevant Quarter, calculated in accordance with section 4.

3.3 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:

- (a) an Unavailability Event;
- (b) a Rectification Period; or
- (c) a KPI Event,

and the occurrence of that PC Intervening Event prevents Project Co from fulfilling its obligations under the Project Documents, the period during which the PC Intervening Event subsists will not be taken into account in calculating:

- (d) in the case of an Unavailability Event that is caused by or contributed to by the same event or circumstances that caused or contributed to the PC Intervening Event, the duration of the Unavailability Time Period;
- (e) in the case of a Rectification Period that has occurred as a result of an Unavailability that is caused by or contributed to by the same event or circumstances that caused or contributed to the PC Intervening Event, when that Rectification Period is to end; or
- (f) in the case of a KPI Event that is caused by or contributed to by the same event or circumstances that caused or contributed to the PC Intervening Event, when the "Measurement of performance" for the KPI Event is to end (as specified in the KPI Table).

4. Unavailability abatement calculation

4.1 Unavailability abatements

- (a) The Unavailability Abatement for each Unavailability Event (UA_e) is calculated as follows:

$$UA_e = (BQSP_q \times SF_e \times LF_e \times TF_e \times LTCR_e \times SDF_e) + (MA \times (1 + QIF_q))$$

where:

- $BQSP_q$ = Base Quarterly Service Payment for the Quarter in which the event occurred.
- SF_e = The Section Factor applicable to the Tollroad Section impacted by the Unavailability Event, calculated in accordance with section 4.2;
- LF_e = The Lane Factor applicable to the Tollroad Section and number of Lanes impacted by the Unavailability Event, calculated in accordance with section 4.3;
- TF_e = The Time Factor applicable to the Unavailability Event, calculated in accordance with section 4.4;
- $LTCR_e$ = The Long Term Closure Ratchet applicable to the Unavailability Event, calculated in accordance with section 4.5;
- SDF_e = The Special Day Factor applicable to the Unavailability Event, calculated in accordance with section 4.6;
- MA = The Minimum Abatement, being \$1,000 per Unavailability Event; and
- QIF_q = Quarterly Indexation Factor for the relevant Quarter.

- (b) Where more than one Tollroad Section is impacted by the same Unavailability Event, each Tollroad Section will be treated as a separate Unavailability Event for the purposes of calculating the Unavailability Abatements.
- (c) Where an Unavailability Event results in a Closure in both directions of travel, this will be treated as two separate Unavailability Events, one in each direction of the Tollroad Section.

4.2 Section Factors

The Section Factor (SF_e) applicable to an Unavailability Event will depend on the Tollroad Section affected.

The relevant Section Factors are determined in accordance with the table below:

Table A – Section Factors

Tollroad Section	Section Factor
Section A – Warrego Highway east of Toowoomba to Mort Street (including Intersection A)	55.22%
Section B - Mort Street to Warrego Highway west of Toowoomba	12.22%
Section C – Warrego Highway west of Toowoomba to Gore Highway (including Intersections D and E)	14.25%
Intersection B - Grade separated all movements interchange with Mort Street	8.14%
Intersection C - Grade separated all movements intersection with Warrego Highway west of Toowoomba	10.17%

4.3 Lane Factors

The Lane Factor (LF_e) applicable to the Unavailability Event will depend on the Tollroad Section impacted and the number and the nature of the Lanes affected by an Unavailability Event.

The relevant Lane Factors are determined in accordance with the tables below:

Table B – Lane Factors – Section A, B and C

Tollroad Section	Lane Factors			
	Partial Carriageway Closure	Full Carriageway Closure	Emergency Stopping Lane Closure	Shoulder Closure
Section A	20%	50%	10%	5%
Section B	20%	50%	10%	5%
Section C	20%	50%	10%	5%

The Lane Factors above are those that apply in each direction of travel.

In the case of a Shoulder Closure, the simultaneous Closure of the Inner Shoulder and Outer Shoulder in a Tollroad Section will be treated as two separate Shoulder Closure Unavailability Events.

Where the Lane Factor applicable to an Unavailability Event in either direction of travel, in Section A, Section B and Section C, would otherwise be greater than 50% (i.e. where there is a Closure of an Emergency Stopping Lane and / or Shoulder as well as a Full Carriageway Closure), it will be deemed to be 50%.

Table C – Lane Factors – Interchanges/Intersections

Tollroad Section	Lane Factor
Intersection B	25%
Intersection C	25%

In the case of Intersections B and C, the Lane Factor applicable to an Unavailability Event will be the Lane Factor identified in Table C multiplied by the number of Ramps subject to the Closure.

In the case of Intersections A, D and E, if the Unavailability Event at an Intersection is a Closure, the Lane Factor applicable to the Unavailability Event will be a Partial Carriageway Closure from Table B (and would be applied to the Section A or Section C Section Factor from Table A). If the Unavailability Event means that all Lanes and/or Ramps at the relevant Intersection (in one direction) are subject to that Closure, then the Lane Factor will be a Full Carriageway Closure from Table B applied to the Section A or Section C Section Factor from Table A.

In the case of Intersections A, B, C, D and E, where there is a Closure of a Ramp with the sole purpose of preventing access to a Tollroad Section that is the subject of a Full Carriageway Closure, the relevant Lane Factor for that Ramp will not apply for the purposes of calculating the Unavailability Abatement.

4.4 Time Factors

The Time Factor (TF_e) applicable to the Unavailability Event will reflect the duration of the Unavailability Time Period and is calculated as follows:

$$TF_e = \sum TF$$

where:

TF = The Time Factor applicable to any 30 minute period during the Unavailability Time Period (including the Time Period in which the Unavailability Time Period starts and finishes)

The Time Factors are determined in accordance with the table below:

Table D – Time Factors

Time Period		Time Factor	Time Period		Time Factor
Start	End		Start	End	
00.00	00.30	0.006%	12.00	12.30	0.043%
00.30	01.00	0.006%	12.30	13.00	0.043%
01.00	01.30	0.004%	13.00	13.30	0.038%
01.30	02.00	0.004%	13.30	14.00	0.038%
02.00	02.30	0.004%	14.00	14.30	0.040%
02.30	03.00	0.004%	14.30	15.00	0.040%
03.00	03.30	0.006%	15.00	15.30	0.035%
03.30	04.00	0.006%	15.30	16.00	0.035%

Time Period		Time Factor	Time Period		Time Factor
Start	End		Start	End	
04.00	04.30	0.013%	16.00	16.30	0.030%
04.30	05.00	0.013%	16.30	17.00	0.030%
05.00	05.30	0.013%	17.00	17.30	0.026%
05.30	06.00	0.013%	17.30	18.00	0.026%
06.00	06.30	0.028%	18.00	18.30	0.017%
06.30	07.00	0.028%	18.30	19.00	0.017%
07.00	07.30	0.033%	19.00	19.30	0.016%
07.30	08.00	0.033%	19.30	20.00	0.016%
08.00	08.30	0.035%	20.00	20.30	0.013%
08.30	09.00	0.035%	20.30	21.00	0.013%
09.00	09.30	0.039%	21.00	21.30	0.008%
09.30	10.00	0.039%	21.30	22.00	0.008%
10.00	10.30	0.042%	22.00	22.30	0.009%
10.30	11.00	0.042%	22.30	23.00	0.009%
11.00	11.30	0.046%	23.00	23.30	0.006%
11.30	12.00	0.046%	23.30	24.00	0.006%

4.5 Long Term Closure Ratchet

The Long Term Closure Ratchet (**LTCR_e**) for an Unavailability Event is determined as follows:

- (a) Where the Unavailability Event is less than four hours in duration, **LTCR_e = 1.00**.
- (b) Where the Unavailability Event is longer than or equal to four hours in duration, **LTCR_e = 2.00**.

4.6 Special Day Factor

The Special Day Factor (**SDF_e**) for an Unavailability Event is determined as follows:

- (a) Where the Unavailability Event occurs on a Special Day, **SDF_e = 2.00**.
- (b) Where the Unavailability Event occurs on any other day, **SDF_e = 1.00**.

5. Performance Abatements

5.1 Calculation of Performance Abatement

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

$$PA_q = \sum KPA_q$$

where:

KPA_q = Key Performance Abatement for each KPI Event for the relevant quarter, calculated in accordance with the KPI Table.

5.2 General overview of the KPIs and KPI Table

- (a) **(Purpose):** The KPIs will be applied during the O&M Phase in order to monitor and measure Project Co's performance in delivering the O&M Activities.
- (b) **(Not to derogate from KPI Table):** Project Co acknowledges and agrees that the contents of this section 5.2:
 - (i) do not derogate from Project Co's obligations under the State Project Documents; and
 - (ii) are not 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.

6. Indexation

6.1 Quarterly Indexation Factor

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

$$QIF_q = \left(\frac{CPI_{(q-1)}}{CPI_{Base}} \right) - 1$$

where:

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

CPI_{Base} = 107.5

7. Miscellaneous

7.1 Interaction between KPI Events and Unavailability Events

- (a) **(Concurrency of KPI Events and Unavailability Events):** Subject to section 7.1(b), where the same event or circumstance would result in:
 - (i) both a Performance Abatement and an Unavailability Abatement being applied to the Quarterly Services Payment concurrently, then the Abatement to be applied in respect of that event or circumstances for the duration of the Abatement concurrency will be the greater of the

Performance Abatement and the Unavailability Abatement applicable to that event or circumstance; or

- (ii) two or more Performance Abatements being applied to the Quarterly Services Payment concurrently, then the Abatement to be applied in respect of that event or circumstances for the duration of the Abatement concurrency will be the greatest single Performance Abatement applicable to that event or circumstance.

(b) **(End of concurrency):** Where an event or circumstance would no longer result in:

- (i) both a Performance Abatement and an Unavailability Abatement; or
- (ii) two or more Performance Abatements,

being applied concurrently, then the Abatement to be applied will be the remaining applicable Abatement.

8. Calculation of the Floating Rate Component

This section 8 will apply for the purposes of calculating the Floating Rate Component and to enable Project Co to prepare a Floating Rate Component Invoice in accordance with clause 28.5 of this Deed.

On the first day of each Interest Period, the Floating Rate Component will be calculated for that Interest Period. The Floating Rate Component for Operating Quarter 'q' will be calculated as follows:

$$FRCIP_q = INT_{actual} - INT_{base}$$

where:

INT_{actual} = Actual Floating Rate Interest Payment for the Interest Period for the relevant Quarter; and

INT_{base} = Base Case Floating Rate Interest Payment for the Interest Period for the relevant Quarter.

The Floating Rate Component may be a positive or negative amount.

The Floating Rate Component will only be relevant to the calculation of the Quarterly Service Payment for the Operating Quarter that is the last Operating Quarter of an Interest Period.

List of Annexures

Annexure A -	AUSTROADS Vehicle Classification
Annexure B -	Full Closure Maintenance Proforma
Annexure C -	Lifecycle Component
Annexure D -	Insurance Component
Annexure E -	Base Energy Consumption
Annexure F -	Floating Rate Component
Annexure G -	Permitted Shoulder Closures

Annexure A - AUSTROADS Vehicle Classification

AUSTROADS Vehicle Classification System

Level 1	Level 2	Level 3	AUSTROADS Classification			
Length (indicative)	Axes and Axle Groups		Vehicle Type			
Type	Axes	Groups	Typical Description	Class	Parameters	Typical Configuration
LIGHT VEHICLES						
Short up to 5.5m		1 or 2	Short Sedan, Wagon, 4WD, Utility, Light Van, Bicycle, Motorcycle, etc.	1	d(1) ≤ 3.2m and axes = 2	
Medium 5.5m to 14.5m	3, 4 or 5	3	Short - Towing Trailer, Caravan, Boat, etc.	2	groups = 3 d(1) ≤ 2.1m, d(1) ≤ 3.2m, d(2) ≤ 2.1m and axes = 3, 4 or 5	
	HEAVY VEHICLES					
	2	2	Two Axle Truck or Bus	3	d(1) > 3.2m and axes = 2	
	3	2	Three Axle Truck or Bus	4	axes = 3 and groups = 2	
	> 3	2	Four Axle Truck	5	axes > 3 and groups = 2	
Long 14.5m to 19.0m	3	3	Three Axle Articulated Three axle articulated vehicle, or Rigid vehicle and trailer	6	d(1) > 3.2m, axes = 3 and groups = 3	
	4	> 2	Four Axle Articulated Four axle articulated vehicle, or Rigid vehicle and trailer	7	d(2) < 2.1m or d(1) < 2.1m or d(1) > 3.2m axes = 4 and groups > 2	
	5	> 2	Five Axle Articulated Five axle articulated vehicle, or Rigid vehicle and trailer	8	d(2) < 2.1m or d(1) < 2.1m or d(1) > 3.2m axes = 5 and groups > 2	
	≥ 6	> 2	Six Axle Articulated Six axle articulated vehicle, or Rigid vehicle and trailer	9	axes = 6 and groups > 2 or axes > 6 and groups > 2	
	> 6	4	B Double B Double, or Heavy truck and trailer	10	groups = 4 and axes > 6	
Medium Combination 17.5m to 36.5m	> 6	5 or 6	Double Road Train Double road train, or Medium articulated vehicle and one dog trailer (M.A.D.)	11	groups = 5 or 6 and axes > 6	
Large Combination Over 33.0m	> 6	> 6	Triple Road Train Triple road train, or Heavy truck and three trailers	12	groups > 6 and axes > 6	
Definitions:						
Group:	Axle group, where adjacent axles are less than 2.1m apart					d(1): Distance between first and second axle
Groups:	Number of axle groups					d(2): Distance between second and third axle
Axles:	Number of axles (minimum axle spacing of 10 Cm)					

Definitions:
 Group: Axle group, where adjacent axles are less than 2.1m apart
 Groups: Number of axle groups
 Axes: Number of axes (maximum axle spacing of 10.0m)

d(1): Distance between first and second axle
 d(2): Distance between second and third axle

Annexure B - Full Closure Maintenance Pro forma

Date	Pavement Replacement - Gore Hwy to Cecile Plains (hours)	Pavement Replacement - Cecile Plains to Warrego Hwy West (hours)	Pavement Replacement - Warrego Hwy West to Mort Street (hours)	Pavement Replacement - Mort Street to Warrego Hwy East (hours)	Warrego Hwy (West) grade separated intersection (hours)	Cecil Plains Road grade separated intersection (hours)	Gore Highway grade separated intersection (hours)	Total (hours)
31-Mar-24	-	-	8.0	8.0	8.0	8.0	8.0	40.0
31-Mar-30	96.0	40.0	40.0	8.0	8.0	8.0	8.0	208.0
31-Mar-36	-	-	8.0	8.0	8.0	8.0	8.0	40.0
31-Mar-42	152.0	64.0	64.0	8.0	8.0	8.0	8.0	312.0

Annexure C - Lifecycle Component

Date	Base Lifecycle Component (\$,real June 2015)
31-Dec-18	-
31-Mar-19	-
30-Jun-19	-
30-Sep-19	-
31-Dec-19	-
31-Mar-20	-
30-Jun-20	-
30-Sep-20	-
31-Dec-20	22,465.64
31-Mar-21	32,503.44
30-Jun-21	32,503.44
30-Sep-21	32,503.44
31-Dec-21	32,907.34
31-Mar-22	31,132.10
30-Jun-22	31,132.10
30-Sep-22	31,132.10
31-Dec-22	27,071.12
31-Mar-23	26,676.59
30-Jun-23	26,676.59
30-Sep-23	26,676.59
31-Dec-23	624,457.40
31-Mar-24	856,665.79
30-Jun-24	856,665.79
30-Sep-24	856,665.79
31-Dec-24	581,940.87
31-Mar-25	494,443.96
30-Jun-25	494,443.96
30-Sep-25	494,443.96
31-Dec-25	514,536.98
31-Mar-26	519,485.71
30-Jun-26	519,485.71
30-Sep-26	519,485.71
31-Dec-26	459,297.77
31-Mar-27	433,564.95
30-Jun-27	433,564.95

Date	Base Lifecycle Component (\$,real June 2015)
30-Sep-27	433,564.95
31-Dec-27	909,509.93
31-Mar-28	1,122,917.86
30-Jun-28	1,122,917.86
30-Sep-28	1,122,917.86
31-Dec-28	2,010,845.00
31-Mar-29	2,331,530.12
30-Jun-29	2,331,530.12
30-Sep-29	2,331,530.12
31-Dec-29	2,477,536.43
31-Mar-30	2,506,822.33
30-Jun-30	2,506,822.33
30-Sep-30	2,506,822.33
31-Dec-30	1,866,813.47
31-Mar-31	1,635,404.94
30-Jun-31	1,623,914.94
30-Sep-31	1,623,914.94
31-Dec-31	787,242.78
31-Mar-32	484,880.93
30-Jun-32	484,880.93
30-Sep-32	484,880.93
31-Dec-32	779,263.90
31-Mar-33	893,344.54
30-Jun-33	893,344.54
30-Sep-33	893,344.54
31-Dec-33	494,917.06
31-Mar-34	359,637.47
30-Jun-34	359,637.47
30-Sep-34	359,637.47
31-Dec-34	164,677.58
31-Mar-35	53,929.12
30-Jun-35	49,845.12
30-Sep-35	49,845.12
31-Dec-35	645,487.34
31-Mar-36	891,460.15
30-Jun-36	891,460.15
30-Sep-36	891,460.15

Date	Base Lifecycle Component (\$,real June 2015)
31-Dec-36	318,722.29
31-Mar-37	81,591.56
30-Jun-37	81,591.56
30-Sep-37	81,591.56
31-Dec-37	1,202,650.13
31-Mar-38	1,676,006.55
30-Jun-38	1,676,006.55
30-Sep-38	1,676,006.55
31-Dec-38	937,944.12
31-Mar-39	634,399.68
30-Jun-39	634,399.68
30-Sep-39	634,399.68
31-Dec-39	2,435,143.27
31-Mar-40	3,136,394.84
30-Jun-40	3,136,394.84
30-Sep-40	3,136,394.84
31-Dec-40	2,974,595.88
31-Mar-41	2,874,303.77
30-Jun-41	2,874,303.77
30-Sep-41	2,896,051.44
31-Dec-41	2,999,244.17
31-Mar-42	3,058,119.98
30-Jun-42	3,052,296.98
30-Sep-42	3,030,549.31
31-Dec-42	846,548.91
31-Mar-43	5,203.00
30-Jun-43	-
30-Sep-43	-
31-Dec-43	-
31-Mar-44	-

Annexure D - Insurance Component

Date	Benchmarked Insurance (\$,real June 2015, subset of total)	Non Benchmarked Insurance (\$, real June 2015, subset of total)	Total Insurance (\$,real June 2015)
31-Dec-18	81,355.70	13,017.29	94,372.99
31-Mar-19	249,490.80	39,919.69	289,410.49
30-Jun-19	249,490.80	39,919.69	289,410.49
30-Sep-19	249,490.80	39,919.69	289,410.49
31-Dec-19	249,490.80	39,919.69	289,410.49
31-Mar-20	207,494.38	39,919.69	247,414.07
30-Jun-20	207,494.38	39,919.69	247,414.07
30-Sep-20	207,494.38	39,919.69	247,414.07
31-Dec-20	207,494.38	39,919.69	247,414.07
31-Mar-21	249,490.80	39,919.69	289,410.49
30-Jun-21	249,490.80	39,919.69	289,410.49
30-Sep-21	249,490.80	39,919.69	289,410.49
31-Dec-21	249,490.80	39,919.69	289,410.49
31-Mar-22	249,490.80	39,919.69	289,410.49
30-Jun-22	249,490.80	39,919.69	289,410.49
30-Sep-22	249,490.80	39,919.69	289,410.49
31-Dec-22	249,490.80	39,919.69	289,410.49
31-Mar-23	249,490.80	39,919.69	289,410.49
30-Jun-23	249,490.80	39,919.69	289,410.49
30-Sep-23	249,490.80	39,919.69	289,410.49
31-Dec-23	249,490.80	39,919.69	289,410.49
31-Mar-24	249,490.80	39,919.69	289,410.49
30-Jun-24	249,490.80	39,919.69	289,410.49
30-Sep-24	249,490.80	39,919.69	289,410.49
31-Dec-24	249,490.80	39,919.69	289,410.49
31-Mar-25	249,490.80	39,919.69	289,410.49
30-Jun-25	249,490.80	39,919.69	289,410.49
30-Sep-25	249,490.80	39,919.69	289,410.49
31-Dec-25	249,490.80	39,919.69	289,410.49
31-Mar-26	249,490.80	39,919.69	289,410.49
30-Jun-26	249,490.80	39,919.69	289,410.49
30-Sep-26	249,490.80	39,919.69	289,410.49
31-Dec-26	249,490.80	39,919.69	289,410.49
31-Mar-27	249,490.80	39,919.69	289,410.49

30-Jun-27	249,490.80	39,919.69	289,410.49
30-Sep-27	249,490.80	39,919.69	289,410.49
31-Dec-27	249,490.80	39,919.69	289,410.49
31-Mar-28	249,490.80	39,919.69	289,410.49
30-Jun-28	249,490.80	39,919.69	289,410.49
30-Sep-28	249,490.80	39,919.69	289,410.49
31-Dec-28	249,490.80	39,919.69	289,410.49
31-Mar-29	249,490.80	39,919.69	289,410.49
30-Jun-29	249,490.80	39,919.69	289,410.49
30-Sep-29	249,490.80	39,919.69	289,410.49
31-Dec-29	249,490.80	39,919.69	289,410.49
31-Mar-30	249,490.80	39,919.69	289,410.49
30-Jun-30	249,490.80	39,919.69	289,410.49
30-Sep-30	249,490.80	39,919.69	289,410.49
31-Dec-30	249,490.80	39,919.69	289,410.49
31-Mar-31	249,490.80	39,919.69	289,410.49
30-Jun-31	249,490.80	39,919.69	289,410.49
30-Sep-31	249,490.80	39,919.69	289,410.49
31-Dec-31	249,490.80	39,919.69	289,410.49
31-Mar-32	249,490.80	39,919.69	289,410.49
30-Jun-32	249,490.80	39,919.69	289,410.49
30-Sep-32	249,490.80	39,919.69	289,410.49
31-Dec-32	249,490.80	39,919.69	289,410.49
31-Mar-33	249,490.80	39,919.69	289,410.49
30-Jun-33	249,490.80	39,919.69	289,410.49
30-Sep-33	249,490.80	39,919.69	289,410.49
31-Dec-33	249,490.80	39,919.69	289,410.49
31-Mar-34	249,490.80	39,919.69	289,410.49
30-Jun-34	249,490.80	39,919.69	289,410.49
30-Sep-34	249,490.80	39,919.69	289,410.49
31-Dec-34	249,490.80	39,919.69	289,410.49
31-Mar-35	249,490.80	39,919.69	289,410.49
30-Jun-35	249,490.80	39,919.69	289,410.49
30-Sep-35	249,490.80	39,919.69	289,410.49
31-Dec-35	249,490.80	39,919.69	289,410.49
31-Mar-36	249,490.80	39,919.69	289,410.49
30-Jun-36	249,490.80	39,919.69	289,410.49
30-Sep-36	249,490.80	39,919.69	289,410.49
31-Dec-36	249,490.80	39,919.69	289,410.49

31-Mar-37	249,490.80	39,919.69	289,410.49
30-Jun-37	249,490.80	39,919.69	289,410.49
30-Sep-37	249,490.80	39,919.69	289,410.49
31-Dec-37	249,490.80	39,919.69	289,410.49
31-Mar-38	249,490.80	39,919.69	289,410.49
30-Jun-38	249,490.80	39,919.69	289,410.49
30-Sep-38	249,490.80	39,919.69	289,410.49
31-Dec-38	249,490.80	39,919.69	289,410.49
31-Mar-39	249,490.80	39,919.69	289,410.49
30-Jun-39	249,490.80	39,919.69	289,410.49
30-Sep-39	249,490.80	39,919.69	289,410.49
31-Dec-39	249,490.80	39,919.69	289,410.49
31-Mar-40	249,490.80	39,919.69	289,410.49
30-Jun-40	249,490.80	39,919.69	289,410.49
30-Sep-40	249,490.80	39,919.69	289,410.49
31-Dec-40	249,490.80	39,919.69	289,410.49
31-Mar-41	249,490.80	39,919.69	289,410.49
30-Jun-41	249,490.80	39,919.69	289,410.49
30-Sep-41	249,490.80	39,919.69	289,410.49
31-Dec-41	249,490.80	39,919.69	289,410.49
31-Mar-42	249,490.80	39,919.69	289,410.49
30-Jun-42	249,490.80	39,919.69	289,410.49
30-Sep-42	249,490.80	39,919.69	289,410.49
31-Dec-42	249,490.80	39,919.69	289,410.49
31-Mar-43	249,490.80	39,919.69	289,410.49
30-Jun-43	249,490.80	39,919.69	289,410.49
30-Sep-43	249,490.80	39,919.69	289,410.49
31-Dec-43	168,135.10	26,902.40	195,037.50
31-Mar-44	-	-	-
30-Jun-44	-	-	-
30-Sep-44	-	-	-
31-Dec-44	-	-	-
31-Mar-45	-	-	-
30-Jun-45	-	-	-
30-Sep-45	-	-	-
31-Dec-45	-	-	-
31-Mar-46	-	-	-
30-Jun-46	-	-	-
30-Sep-46	-	-	-

31-Dec-46	-	-	-
31-Mar-47	-	-	-
30-Jun-47	-	-	-
30-Sep-47	-	-	-
31-Dec-47	-	-	-
31-Mar-48	-	-	-
30-Jun-48	-	-	-
Total			28,773,063.06

Annexure E - Base Energy Consumption

Date	Base Energy Consumption - METERED PEAK (MWh)	Base Energy Consumption - METERED OFFPEAK (MWh)
31-Dec-18	28.675	41.625
31-Mar-19	86.024	124.876
30-Jun-19	86.024	124.876
30-Sep-19	86.024	124.876
31-Dec-19	86.024	124.876
31-Mar-20	86.024	124.876
30-Jun-20	86.024	124.876
30-Sep-20	86.024	124.876
31-Dec-20	86.024	124.876
31-Mar-21	86.024	124.876
30-Jun-21	86.024	124.876
30-Sep-21	86.024	124.876
31-Dec-21	86.024	124.876
31-Mar-22	86.024	124.876
30-Jun-22	86.024	124.876
30-Sep-22	86.024	124.876
31-Dec-22	86.024	124.876
31-Mar-23	86.024	124.876
30-Jun-23	86.024	124.876
30-Sep-23	86.024	124.876
31-Dec-23	86.024	124.876
31-Mar-24	86.024	124.876
30-Jun-24	86.024	124.876
30-Sep-24	86.024	124.876
31-Dec-24	86.024	124.876
31-Mar-25	86.024	124.876
30-Jun-25	86.024	124.876
30-Sep-25	86.024	124.876
31-Dec-25	86.024	124.876
31-Mar-26	86.024	124.876
30-Jun-26	86.024	124.876
30-Sep-26	86.024	124.876
31-Dec-26	86.024	124.876
31-Mar-27	86.024	124.876
30-Jun-27	86.024	124.876

Date	Base Energy Consumption - METERED PEAK (MWh)	Base Energy Consumption - METERED OFFPEAK (MWh)
30-Sep-27	86.024	124.876
31-Dec-27	86.024	124.876
31-Mar-28	86.024	124.876
30-Jun-28	86.024	124.876
30-Sep-28	86.024	124.876
31-Dec-28	86.024	124.876
31-Mar-29	86.024	124.876
30-Jun-29	86.024	124.876
30-Sep-29	86.024	124.876
31-Dec-29	86.024	124.876
31-Mar-30	86.024	124.876
30-Jun-30	86.024	124.876
30-Sep-30	86.024	124.876
31-Dec-30	86.024	124.876
31-Mar-31	86.024	124.876
30-Jun-31	86.024	124.876
30-Sep-31	86.024	124.876
31-Dec-31	86.024	124.876
31-Mar-32	86.024	124.876
30-Jun-32	86.024	124.876
30-Sep-32	86.024	124.876
31-Dec-32	86.024	124.876
31-Mar-33	86.024	124.876
30-Jun-33	86.024	124.876
30-Sep-33	86.024	124.876
31-Dec-33	86.024	124.876
31-Mar-34	86.024	124.876
30-Jun-34	86.024	124.876
30-Sep-34	86.024	124.876
31-Dec-34	86.024	124.876
31-Mar-35	86.024	124.876
30-Jun-35	86.024	124.876
30-Sep-35	86.024	124.876
31-Dec-35	86.024	124.876
31-Mar-36	86.024	124.876
30-Jun-36	86.024	124.876
30-Sep-36	86.024	124.876

Date	Base Energy Consumption - METERED PEAK (MWh)	Base Energy Consumption - METERED OFFPEAK (MWh)
31-Dec-36	86.024	124.876
31-Mar-37	86.024	124.876
30-Jun-37	86.024	124.876
30-Sep-37	86.024	124.876
31-Dec-37	86.024	124.876
31-Mar-38	86.024	124.876
30-Jun-38	86.024	124.876
30-Sep-38	86.024	124.876
31-Dec-38	86.024	124.876
31-Mar-39	86.024	124.876
30-Jun-39	86.024	124.876
30-Sep-39	86.024	124.876
31-Dec-39	86.024	124.876
31-Mar-40	86.024	124.876
30-Jun-40	86.024	124.876
30-Sep-40	86.024	124.876
31-Dec-40	86.024	124.876
31-Mar-41	86.024	124.876
30-Jun-41	86.024	124.876
30-Sep-41	86.024	124.876
31-Dec-41	86.024	124.876
31-Mar-42	86.024	124.876
30-Jun-42	86.024	124.876
30-Sep-42	86.024	124.876
31-Dec-42	86.024	124.876
31-Mar-43	86.024	124.876
30-Jun-43	86.024	124.876
30-Sep-43	86.024	124.876
31-Dec-43	57.349	83.251
31-Mar-44	-	-
30-Jun-44	-	-
30-Sep-44	-	-
31-Dec-44	-	-
31-Mar-45	-	-
30-Jun-45	-	-
30-Sep-45	-	-
31-Dec-45	-	-

Date	Base Energy Consumption - METERED PEAK (MWh)	Base Energy Consumption - METERED OFFPEAK (MWh)
31-Mar-46	-	-
30-Jun-46	-	-
30-Sep-46	-	-
31-Dec-46	-	-
31-Mar-47	-	-
30-Jun-47	-	-
30-Sep-47	-	-
31-Dec-47	-	-
31-Mar-48	-	-
30-Jun-48	-	-
Total	8,602.40	12,487.59

Annexure F - Floating Rate Component

Interest Period Start Date	Base Case Interest Rate (Quarterly %)	Base Case Floating Rate Debt (\$, nominal)	Base Case Floating Rate Interest Payment (\$, nominal) (INTbase)
1-Apr-20	-	-	-
1-Jul-20	-	-	-
1-Oct-20	-	-	-
1-Jan-21	0.93%	380,098,137	3,523,978
1-Apr-21	0.94%	377,844,603	3,542,008
1-Jul-21	0.95%	375,620,283	3,559,851
1-Oct-21	0.95%	373,402,527	3,538,833
1-Jan-22	0.93%	371,166,727	3,441,173
1-Apr-22	0.94%	368,750,679	3,456,760
1-Jul-22	0.95%	366,369,899	3,472,183
1-Oct-22	0.95%	364,005,538	3,449,775
1-Jan-23	0.93%	361,615,817	3,352,624
1-Apr-23	0.94%	359,051,637	3,365,839
1-Jul-23	0.95%	356,519,201	3,378,825
1-Oct-23	0.95%	353,999,569	3,354,946
1-Jan-24	0.94%	351,447,937	3,294,560
1-Apr-24	0.94%	348,784,732	3,269,594
1-Jul-24	0.95%	346,086,413	3,279,951
1-Oct-24	0.95%	343,403,503	3,254,524
1-Jan-25	0.93%	344,103,334	3,190,262
1-Apr-25	0.94%	341,262,310	3,199,077
1-Jul-25	0.95%	338,446,432	3,207,545
1-Oct-25	0.95%	335,636,620	3,180,916
1-Jan-26	0.93%	332,796,560	3,085,434
1-Apr-26	0.94%	329,782,320	3,091,461
1-Jul-26	0.95%	326,789,133	3,097,066
1-Oct-26	0.95%	323,797,777	3,068,716
1-Jan-27	0.93%	320,774,108	2,973,971
1-Apr-27	0.94%	317,576,545	2,977,041
1-Jul-27	0.95%	314,395,645	2,979,609
1-Oct-27	0.95%	311,212,089	2,949,438
1-Jan-28	0.94%	307,989,140	2,887,166
1-Apr-28	0.94%	304,648,998	2,855,855
1-Jul-28	0.95%	301,264,785	2,855,165
1-Oct-28	0.95%	297,878,866	2,823,076
1-Jan-29	0.93%	294,459,631	2,730,004
1-Apr-29	0.94%	290,864,166	2,726,632
1-Jul-29	0.95%	287,276,046	2,722,590
1-Oct-29	0.95%	283,675,519	2,688,467

Interest Period Start Date	Base Case Interest Rate (Quarterly %)	Base Case Floating Rate Debt (\$, nominal)	Base Case Floating Rate Interest Payment (\$, nominal) (INTbase)
1-Jan-30	0.93%	282,835,843	2,622,237
1-Apr-30	0.94%	279,060,504	2,615,982
1-Jul-30	0.95%	275,288,096	2,608,977
1-Oct-30	0.95%	271,498,886	2,573,066
1-Jan-31	0.93%	267,668,464	2,481,617
1-Apr-31	0.94%	263,665,199	2,471,663
1-Jul-31	0.95%	259,659,267	2,460,858
1-Oct-31	0.95%	255,630,939	2,422,681
1-Jan-32	0.94%	251,554,137	2,358,131
1-Apr-32	0.94%	247,352,428	2,318,743
1-Jul-32	0.95%	243,095,614	2,303,880
1-Oct-32	0.95%	238,814,714	2,263,309
1-Jan-33	0.93%	234,489,124	2,174,003
1-Apr-33	0.94%	229,990,155	2,155,984
1-Jul-33	0.95%	225,476,814	2,136,902
1-Oct-33	0.95%	220,928,905	2,093,801
1-Jan-34	0.93%	216,330,814	2,005,653
1-Apr-34	0.94%	211,562,197	1,983,236
1-Jul-34	0.95%	206,772,593	1,959,638
1-Oct-34	0.95%	201,941,788	1,913,855
1-Jan-35	0.93%	199,028,074	1,845,236
1-Apr-35	0.94%	194,000,263	1,818,606
1-Jul-35	0.95%	188,945,287	1,790,684
1-Oct-35	0.95%	183,842,747	1,742,326
1-Jan-36	0.94%	178,678,481	1,674,976
1-Apr-36	0.94%	173,383,181	1,625,337
1-Jul-36	0.95%	168,018,792	1,592,358
1-Oct-36	0.95%	162,602,560	1,541,027
1-Jan-37	0.93%	157,127,274	1,456,764
1-Apr-37	0.94%	151,482,609	1,420,035
1-Jul-37	0.95%	145,795,885	1,381,746
1-Oct-37	0.95%	140,046,407	1,327,256
1-Jan-38	0.93%	134,231,980	1,244,496
1-Apr-38	0.94%	128,252,356	1,202,269
1-Jul-38	0.95%	122,223,075	1,158,340
1-Oct-38	0.95%	116,122,793	1,100,526
1-Jan-39	0.93%	109,953,929	1,019,408
1-Apr-39	0.94%	103,619,489	971,355
1-Jul-39	0.95%	97,226,549	921,441
1-Oct-39	0.95%	90,753,679	860,096
1-Jan-40	0.94%	85,043,999	797,223

Interest Period Start Date	Base Case Interest Rate (Quarterly %)	Base Case Floating Rate Debt (\$, nominal)	Base Case Floating Rate Interest Payment (\$, nominal) (INTbase)
1-Apr-40	0.94%	78,365,203	734,615
1-Jul-40	0.95%	71,608,293	678,650
1-Oct-40	0.95%	64,769,380	613,836
1-Jan-41	0.93%	57,846,089	536,305
1-Apr-41	0.94%	50,767,621	475,908
1-Jul-41	0.95%	43,765,359	414,776
1-Oct-41	0.95%	36,708,190	347,893
1-Jan-42	0.93%	29,499,595	273,498
1-Apr-42	0.94%	22,164,794	207,778
1-Jul-42	0.95%	14,748,306	139,774
1-Oct-42	0.95%	7,268,015	68,881
1-Jan-43	-	-	-
1-Apr-43	-	-	-
1-Jul-43	-	-	-
1-Oct-43	-	-	-
1-Jan-44	-	-	-
1-Apr-44	-	-	-
1-Jul-44	-	-	-
1-Oct-44	-	-	-
1-Jan-45	-	-	-
1-Apr-45	-	-	-
1-Jul-45	-	-	-

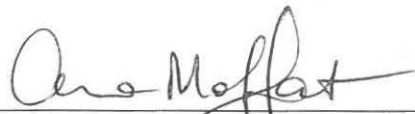
Annexure G - Permitted Shoulder Closures

342 hours per annum.

Executed as a deed.


State

Signed, sealed and delivered for and on behalf of the **State of Queensland** by the **Hon. Mark Bailey**, Minister for Transport and Main Roads, and **Neil Scales**, chief executive, Department of Transport and Main Roads in the presence of:


Signature of witness


Full name of witness


Signature


Signature

Project Co

Executed by **Nexus Infrastructure Pty Ltd ACN 600 535 180** in its own right and as trustee for the **Nexus Infrastructure Unit Trust** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director

Executed as a deed.

State

Signed, sealed and delivered for and on behalf of the State of Queensland by the Hon. Mark Bailey, Minister for Transport and Main Roads, and Neil Scales, chief executive, Department of Transport and Main Roads in the presence of:

Signature of witness

Signature

Full name of witness

Signature

Project Co

Executed by Nexus Infrastructure Pty Ltd ACN 600 535 180 in its own right and as trustee for the Nexus Infrastructure Unit Trust in accordance with section 127 of the Corporations Act 2001 (Cth).

Signature of director

SIMON HATCHER

Full name of director

Signature of company secretary/director

Full name of company secretary/director