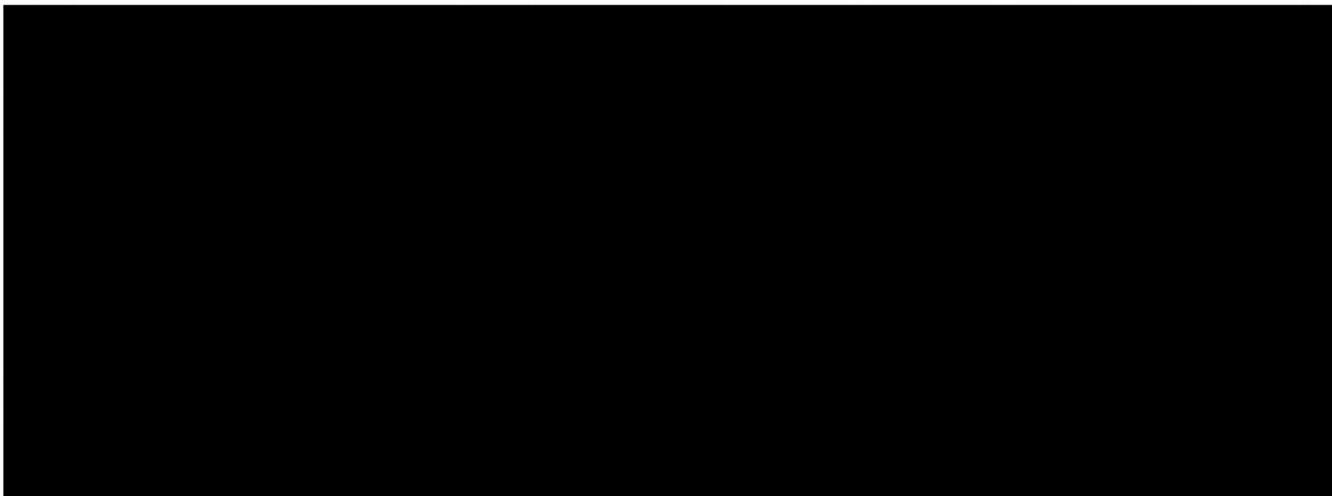


**Critical Communications Enhancement Program
Framework Agreement for Construction
Schedule 17.'16.1.78'
Stage 4 Construction Site Cluster #78**

Thank you to you and your team for the quality of the Order Response that Highforce Pty Ltd (**Highforce**) submitted to NSW Telco Authority (**NSWTA**) for the provision of the Critical Communications Enhancement Program (**CCEP**) Stage 4 Construction services for Site Cluster #78.

As a result of extensive analysis and in accordance with section 1.7 of Schedule 2 of the Framework Agreement for Construction executed on 21 April 2023, NSWTA is pleased to award Highforce a draft agreed order for Stage 4 Construction for Site Cluster #78.



Public Announcements

NSWTA, as part of the NSW Department of Customer Service (**DCS**) and NSW Government, reserves the right to approve any public announcements, media releases and media statements and social media content made by Highforce in relation to this contract.

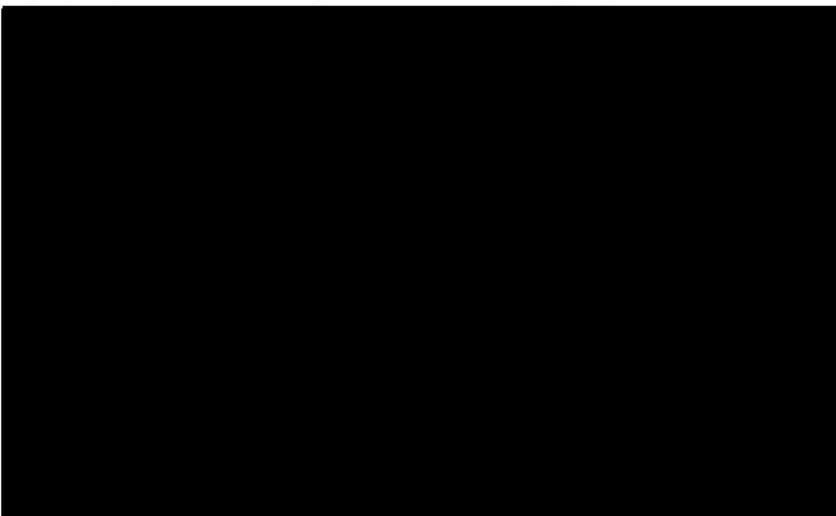
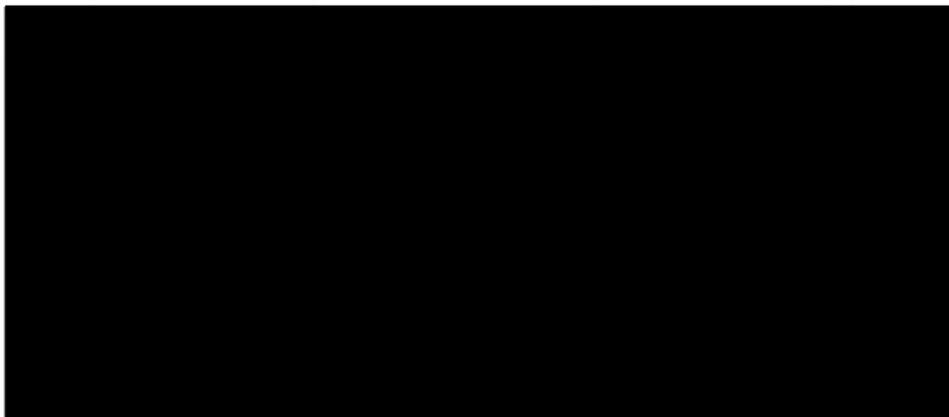
All public announcements, media releases and statements and social media content are to be submitted in draft form to the Chief Customer Officer. The Chief Customer Officer will manage drafts and required changes through NSWTA and DCS approval processes and inform Highforce of final approval. The contact details are: TelcoComms@customerservice.nsw.gov.au.

Next Steps

The next stage of the process is as follows:

- Attend a "Kick-off meeting (location, date and time to be confirmed).
- Develop, finalise and submit Site specific Management Plans.
- Participate in project meetings (commencement date to be agreed).

On behalf of the NSWTA, I wish to thank you and Highforce again for your Order Response and professional approach to the Critical Communications Enhancement Program.



Order Form

CCEP: Framework Agreement for Construction

1 Order Form

- a) This is an Order Form made under the Framework Agreement for Construction between the Contractor and the NSW Telco Authority.
- b) Once executed, an Agreed Order (incorporating the agreed Order Form) is constituted and is incorporated into Schedule 17 of the Agreement.
- c) In this Order Form, capitalised terms have the meaning given to them in the Framework Agreement for Construction, unless the context requires otherwise.
- d) Stage 4 Construction SOW means:
 - 'the 'CCEP Stage 4 Construction Statement of Work (Updated) and associated documents dated 20 September 2022 version 1.2 referenced RFX206641' and,
 - 'Addendum 78 to the 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641'

together with the (Stage 4 Construction SOW).
- e) Site Cluster #78 comprises of five (5) site/s; five (5) site/s can progress to Operational Acceptance whereas zero (0) site/s defined as Statue Site that cannot be brought into full P25 operation and will not broadcast, they will only progress to Practical Completion.

#	Topic and clause	Details
	Agreement	Critical Communications Enhancement Program, Framework Agreement for Construction between the NSW Telco Authority and the Contractor dated 21 April 2023.
	NSW Telco Authority	Name: [REDACTED] ABN: [REDACTED] Address: [REDACTED]
	Contractor	Name: HighForce Pty Ltd ABN: 22 141 830 800 Address: [REDACTED]
	Standing Order	Schedule 16.1 Standing Offer for Stage 4 Construction
	TA's Authorised Representative	In accordance with Clause 41.2(a)(i) of the Framework Agreement for Construction between the Contractor and the NSW Telco Authority

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details																																	
	Construction Activities and Work (cl. 7.1)	<p>As described in the Stage 4 Construction SOW and the Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78.</p> <p>The Parties acknowledge that the Sites for Site Cluster #78 are as listed below and listed in Part 1 of the Order Request for Site Cluster #78:</p> <table border="1"> <thead> <tr> <th></th> <th>ACMA Id</th> <th>GRN Id</th> <th>Site Name</th> <th>Statue Site</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>6915</td> <td>TOPE</td> <td>Mt Topper</td> <td>Full</td> </tr> <tr> <td>2.</td> <td>10022335</td> <td>NYR</td> <td>New Years Range</td> <td>Full</td> </tr> <tr> <td>3.</td> <td>10027021</td> <td>SLVR</td> <td>Silverton</td> <td>Full</td> </tr> <tr> <td>4.</td> <td>9009184</td> <td>WANE</td> <td>Wanaaring East</td> <td>Full</td> </tr> <tr> <td>5.</td> <td>9009182</td> <td>WOMT</td> <td>Womparley Tank</td> <td>Full</td> </tr> </tbody> </table>					ACMA Id	GRN Id	Site Name	Statue Site	1.	6915	TOPE	Mt Topper	Full	2.	10022335	NYR	New Years Range	Full	3.	10027021	SLVR	Silverton	Full	4.	9009184	WANE	Wanaaring East	Full	5.	9009182	WOMT	Womparley Tank	Full
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5.	9009182	WOMT	Womparley Tank	Full																															
	Contract Specifications (cl. 7.1(a), Dictionary)	As described in the Stage 4 Construction SOW and the Guidelines and Policies, Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78																																	
	Delivery (cl. 9.1)	As described in the Stage 4 Construction SOW and the Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78																																	
	Documentation (cl. 10.2(a))	Times when User Documentation will be provided (for hard copy)		Nil in hard copy																															
Will additional copies of User Documentation be provided?		Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>																															
Price of additional copies of User Documentation		Nil																																	
	Site Clusters, Date for Practical and Final Completion (cl. 12.1)	<table border="1"> <thead> <tr> <th></th> <th>GRN Id</th> <th>Site Name</th> <th>Practical Completion</th> <th>Final Completion</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>TOPE</td> <td>Mt Topper</td> <td>20/12/2024</td> <td>28/02/2025</td> </tr> <tr> <td>2.</td> <td>NYR</td> <td>New Years Range</td> <td>07/02/2025</td> <td>21/03/2025</td> </tr> <tr> <td>3.</td> <td>SLVR</td> <td>Silverton</td> <td>21/02/2025</td> <td>04/04/2025</td> </tr> <tr> <td>4.</td> <td>WANE</td> <td>Wanaaring East</td> <td>28/02/2025</td> <td>11/04/2025</td> </tr> <tr> <td>5.</td> <td>WOMT</td> <td>Womparley Tank</td> <td>07/02/2025</td> <td>21/03/2025</td> </tr> </tbody> </table>					GRN Id	Site Name	Practical Completion	Final Completion	1.	TOPE	Mt Topper	20/12/2024	28/02/2025	2.	NYR	New Years Range	07/02/2025	21/03/2025	3.	SLVR	Silverton	21/02/2025	04/04/2025	4.	WANE	Wanaaring East	28/02/2025	11/04/2025	5.	WOMT	Womparley Tank	07/02/2025	21/03/2025
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	Reporting (cl. 12.1(d), 20.1(a))	Reports:	[As described in the Stage 4 Construction SOW (clause 2 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFx206641')]																																

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details			
		When reports must be provided:	[As described in the Stage 4 Construction SOW (clause 2 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFx206641')]		
	Liquidated damages and Critical Project Milestones (cl. 13.6, Sch. 3 cl. 1.4)	Specify liquidated damages (if any): NIL			
	TA Tasks (cl. 13.7(a))	[As described in the Stage 4 Construction SOW] (clause 11 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFx206641')			
	TA Supplied Items – timing and criteria (cl. 13.8(a), (f))	Available from see table below as per Bill of Materials lists provided in the Handover Packs			
		GRN Id	Site Name	Original FIM availability (provided via Addendum 3 on 6 May 2024)	Revised FIM availability
		1. TOPE	Mt Topper	09/09/2024	30/09/2024
		2. NYR	New Years Range	20/09/2024	11/10/2024
		3. SLVR	Silverton	20/09/2024	11/10/2024
		4. WANE	Wanaaring East	20/09/2024	11/10/2024
	5. WOMT	Womparley Tank	20/09/2024	11/10/2024	
	TA Supplied Items – costs (cl. 13.8(c)(i), (iii), (vii))	As detailed in the 'Cost Schedule' (if any)			
	Practical Completion, Final Completion and Operational Acceptance (cl. 14, Dictionary)	Specify criteria for Practical Completion	As described in the Stage 4 Construction SOW		
		Specify criteria for Final Completion	As described in the Stage 4 Construction SOW		
		Specify criteria for Operational Acceptance	As described in the Stage 4 Construction SOW		
	Acceptance (cl. 14.3-14.4)	[As described in the Stage 4 Construction SOW (clause 18 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFx206641')]			

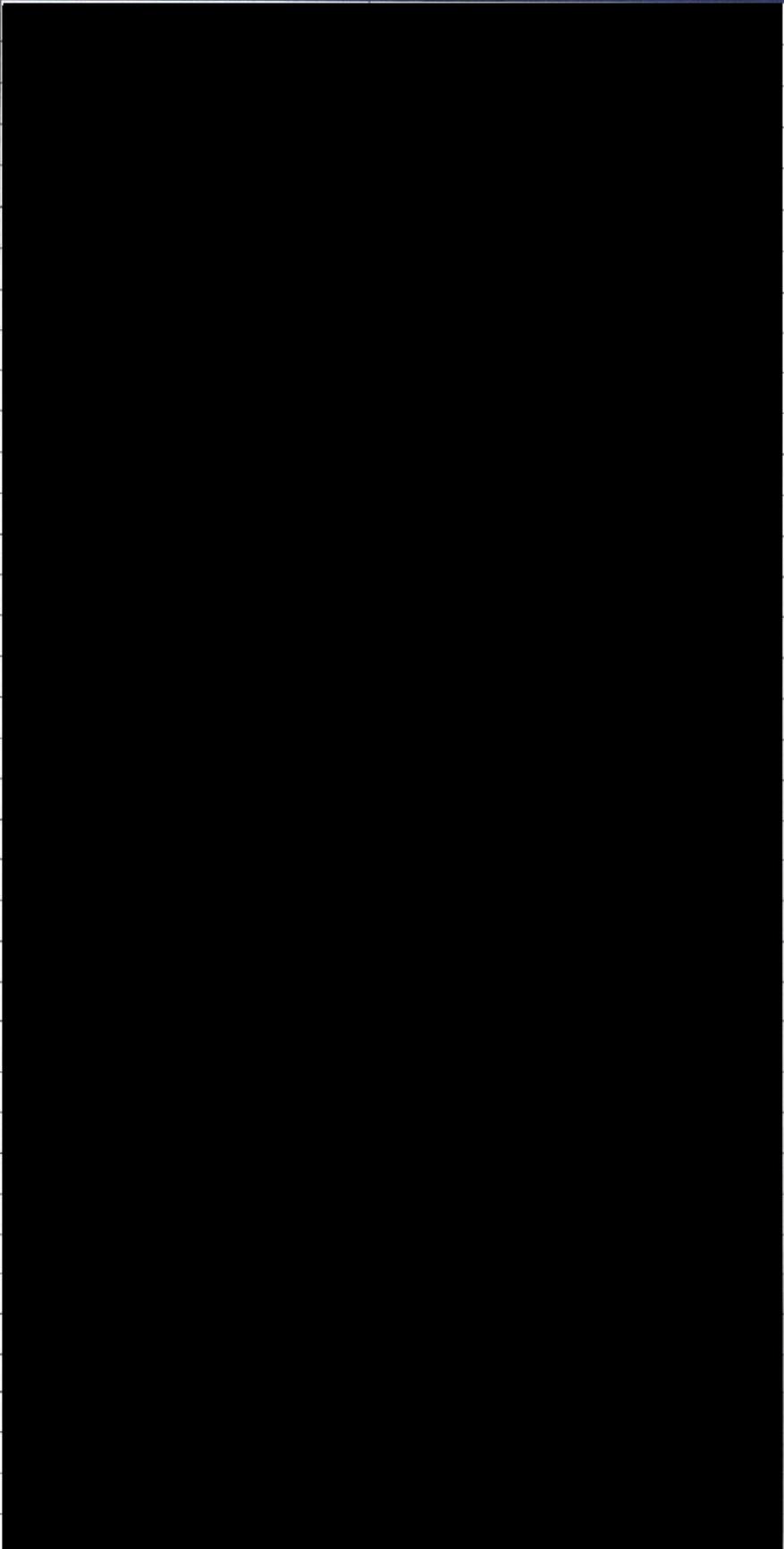
Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details		
	Test Items (Dictionary)	[As described in the Stage 4 Construction SOW (clause 18 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641')]		
	Handover Packages requirements (cl. 15)	[As described in the Stage 4 Construction SOW (clause 18 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641')]		
	Quality assurance requirements (cl.16.1)	[As described in the Stage 4 Construction SOW (clause 18 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641')]		
	Addressing identified Obvious Errors (cl.17)	How identified Obvious Errors will be addressed	TBC	
		Impact of identified Obvious Errors on the Contractor's performance	TBC	
	Defect Liability Period (cl. 18.2)	[As described in the Stage 4 Construction SOW (clause 18 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641')]		
	Documentary Deliverables (cl. 19(a) of the Framework Agreement for Construction and clause 8 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641')	#	<i>Documentary Deliverable</i>	<i>Delivery date</i>
		1	[As described in the 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641']	[As described in the 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFX206641']
		2	Level 5 Project Schedule	To be provided post execution of the Agreed Order
	Maximum number of documentary Deliverables to be submitted (cl. 19(e))	No restriction		

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details	
	Financial credits or incentives for performance (cl. 21.6)	NIL	
	Business Continuity and Disaster Recovery (cl. 24(c)-(d))	Date when updated Business Continuity and Disaster Recovery Plan must be provided:	To be provided within Twenty (20) Business Days from the date of the Agreed Order
	Site Access Requirements (cl. 25.1(a))	As described in the 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFx206641']	
	Site Specification (cl. 25.2)	Is a Site Specification required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Specified Personnel and Subcontractors (cl. 26.1, 26.4(a))		

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details
		

Cluster Construction Agreed Order
 CCEP: Framework Agreement for Construction

#	Topic and clause	Details	
	Standards required of Subcontractors (cl. 26.5(f))	As described in the Stage 4 Construction SOW and the Guidelines and Policies, Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78	
	Contract price components (cl. 27.2(a)-(c), Schedule 3)	Fixed Work Price:	As detailed in the Cost Schedule for Site Cluster #78 submitted by Highforce to NSWTA on 31 July 2024 referenced '01.03 Cost Schedule_Cluster 78_HF_Construction_V2'.
		Payment Milestones and Payment Milestone Dates:	As detailed in Part Seven of the Order Request for Site Cluster #78 (clause 7.3).
		Calculation of Reimbursable Work Price:	As detailed in the Cost Schedule for Site Cluster #78 submitted by Highforce to NSWTA on 31 July 2024 referenced '01.03 Cost Schedule_Cluster 78_HF_Construction_V2'.
		Calculation of Schedule of Rates Work Price:	As detailed in the Cost Schedule for Site Cluster #78 submitted by Highforce to NSWTA on 31 July 2024

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details	
			referenced '01.03 Cost Schedule_Cluster 78_HF_Construction_V2'.
	Contractor owned New Material (cl. 29.2(a))	Will any New Materials be Contractor owned?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
		If so, which New Materials will be Contractor owned?	NIL
	Contractor fees for use of Existing Material (cl. 29.3(d))	Licence fees for use of Contractor's Existing Material (if any).	NIL
	Media decommissioning (cl. 31.4(a)(ii))	[No additional technical arrangements]	
	Criteria for the Deliverables (cl. 32.1(a)(xi))	[As described in the Stage 4 Construction SOW (clause 8 of 'CCEP Stage 4 Construction Statement of Work (Updated) dated 20 September 2022 version 1.2 referenced RFx206641') and the Guidelines and Policies, Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78].	
	Fitness for purpose (cl. 32.1(a)(xi)(E))	All Deliverables contained in the Stage 4 Construction SOW and the Guidelines and Policies, Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78	
	Required quality standard accreditation (cl. 32.1(a)(xii))	As described in the Stage 4 Construction SOW and the Guidelines and Policies, Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78	
	Insurance policies (cl. 33(b)(iii), (d))	<p>In line with NSW Government construction insurance procurement guidelines, this project will be insured under Principal Arranged Insurance policies for Material Damage, Public Liability, Environmental Impairment Liability and Professional Indemnity. This approach ensures consistency of policy terms and sufficient limits for vendors without requiring vendors to arrange policies, reducing their exposure on the project.</p> <p>The Contractor is required to hold, maintain or be an insured under, the following insurance policies for the duration of the Contract:</p> <p>The Contractor must have contract works insurance with an indemnity of at least \$20,000,000 in respect of each Claim for the period of cover, provided that any aggregate cap or "per Site" cap applying to the required level of insurance will be agreed between the Parties on a case by case basis for</p>	

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details	
		<p>each Agreed Order at the time when it is finalised between the parties, based on the relevant risk profile.</p> <p>The Contractor must have products liability insurance with an indemnity of at least \$10,000,000 in respect of each Claim for the period of cover, provided that any aggregate cap applying to the required level of insurance will be agreed between the Parties on a case by case basis for each Agreed Order at the time when it is finalised between the parties, based on the relevant risk profile.</p> <p>The Contractor must have workers' compensation insurance in accordance with applicable legislation.</p>	
	<p>Performance Guarantee (cl. 34.1)</p>	<p>Is a guarantor required? [where the Contractor is itself not the ultimate parent company or holding company]</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
		<p>Form of the agreement:</p>	<p>"As set out in Schedule 7 of the Framework Agreement for Construction (Performance Guarantee)" with specific mention to Site Cluster #78 in DEFINITIONS "Agreement"</p>
		<p>Period within which the Performance Guarantee must be provided to TA:</p>	<p>within twenty (20) Business Days of the Effective Date of this Agreed Order</p>
	<p>Financial Security (cl. 34.2(a), (f))</p>	<p>Is financial security required?</p>	<p>Yes <input checked="" type="checkbox"/> - separate financial security is required to be provided for each of Site Cluster #78.</p> <p>No <input type="checkbox"/></p>
		<p>Amount of Financial Security:</p>	<p>Five percent (5%) of the Contract Price of the Agreed Order for Site Cluster #78</p>
		<p>Form of the agreement:</p>	<p>As set out in Schedule 8 (Financial Security)", or alternatively, the standard form that is usually provided by the issuing entity of a Bank Guarantee with specific reference to Site Cluster #78 in commitment</p>
		<p>Period within which the Financial Security must be provided:</p>	<p>Ten (10) Business Days of the Effective Date of this Agreed Order"</p>
	<p>Licences and approvals</p>	<p>NSW TA licences, authorisations, approvals or consents to be obtained:</p>	

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

#	Topic and clause	Details	
	(cl. 39.1(a))	As described in the Stage 4 Construction SOW and the Guidelines and Policies, Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78	
	Compliance with Guidelines and Policies (cl. 39.3)	NSW TA policies that the Contractor must comply with:	As described in the Guidelines and Policies referred to in Part Eight of the Order Request for Site Cluster #78
		NSW TA procedures that the Contractor must comply with:	As described in the Stage 4 Construction SOW and the Guidelines and Policies, Handover Packs & SAED Handover Packs referred to in Part Eight of the Order Request for Site Cluster #78
	Compliance with NSW Government requirements (cl. 39.7(a), (c))	Required systems, strategies and plans:	As described in the Stage 4 Construction SOW and the Guidelines and Policies, Security – Network and TA Data referred to in Part Eight of the Order Request for Site Cluster #78
		Times when such systems, strategies and plans must be submitted to TA and implemented:	As described in the Stage 4 Construction SOW and the Guidelines and Policies, Security – Network and TA Data referred to in Part Eight of the Order Request for Site Cluster #78
	Working hours and working days (cl. 39.8)	<p>[For the purpose of this Order Request generally assumes a 10hr day (inclusive of travel) as follows:</p> <ul style="list-style-type: none"> Monday to Friday between the hours of 7:00am & 5:00pm; and Saturday 7:00am to 3:00pm. <p>Working hours and days outside of these times to be approve by prior agreement of NSW Telco Authority.]</p>	
	WHS Principal Contractor (cl. 39.15(a))	Is the Contractor a principal contractor for WHS purposes?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Specify when (and for how long) the Contractor is principal contractor for WHS purposes	From the Effective Date until the Date of Practical Completion for Site Cluster #78
	Change Request (cl. 42.1(f))	no parameters in this Order Form, any future parameters to be dealt with in accordance with clause 42 Change Control of the Framework Agreement for Construction	
	Fee for termination for convenience	Amount payable by NSW TA upon termination for convenience:	Contractor to insert the amount payable by the TA upon the exercise of its right

**Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction**

#	Topic and clause	Details
	(cl. 44)	to terminate the Agreement for convenience.
	Requirements of Draft Transition Out Plan (cl 45.1(a))	To be maintained for each Site and to be provided within twenty (20) Business Days from the date of the Agreed Order for Site Cluster #78

2 Other

2.1 Level 5 Project Schedule

The Contractor must prepare and submit Level 5 project schedule (site schedule) for each site upon execution of the Cluster Agreed Order for Cluster #78. The site schedule will be considered as a deliverable.

2.2 WHS risk assessment

The Contractor must prepare and submit a WHS risk assessment prior to commencing the construction works under the Agreed Order. An appropriate WHS risk assessment form shall be used to record the WHS risk assessment and risk control methods to be employed by the Contractor (as approved by the TA in advance).

2.3 Payment Milestones

The TA is not liable to pay any fees in relation to any Site Cluster unless and until achievement of the relevant payment milestones (as determined under Part 7 of the Order Request), involving:

- (i) achievement of the relevant acceptance criteria for each payment milestone to the NSW TA's satisfaction; and
- (ii) confirmation by the NSW TA in writing that the relevant payment milestone has been achieved.

Recognising the proposed withholding of certain payments until Final Completion and Operational Acceptance:

- the NSW TA has determined that liquidated damages are not payable for delays in relation to this CCEP Stage 4 Construction Project Cluster #78;

The default payment milestones are as follows:

Default Payment Milestones	Acceptance Criteria for Payment Milestone	Payment Milestone amount
Site Cluster award: • payable for the entire Site Cluster	<ul style="list-style-type: none"> • The TA awards the Site Cluster to the Contractor • Both parties sign the Agreed Order 	20% of price for Site Cluster #78 (as applicable)
Practical Completion for each individual Full Site: payable separately on achievement of the relevant acceptance criteria for each	The Contractor has achieved: <ul style="list-style-type: none"> • On Site Construction Complete; and • Practical Completion, as confirmed by the TA in writing.	70% of price for the relevant CCEP Stage 4 Construction Full Site within Site Cluster #78

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

Default Payment Milestones	Acceptance Criteria for Payment Milestone	Payment Milestone amount
Full Site within Site Cluster #78		
Practical Completion for each individual Statue Site: payable separately on achievement of the relevant acceptance criteria for each Statue Site within Site Cluster #78	<p>The Contractor has achieved:</p> <ul style="list-style-type: none"> • On Site Construction Complete; and • Practical Completion, as confirmed by the TA in writing. 	80% of price for the relevant CCEP Stage 4 Construction Statue Site within Site Cluster #78
<p>Site Cluster Operational Acceptance:</p> <ul style="list-style-type: none"> • payable when Operational Acceptance is achieved for the entire Site Cluster #78 	<p>The Contractor has:</p> <ul style="list-style-type: none"> • achieved Operational Acceptance for all Sites in the Site Cluster; and • remediated all Defects identified in the Site Cluster. <p>By exception, where any acts or omissions of the TA prevent any Site(s) in the Site Cluster from achieving Operational Acceptance within 6 months after the date that Practical Completion is achieved for the final Site in that Cluster (or such earlier date as may be determined by the TA in its sole discretion), including where the Contractor is prevented from:</p> <ul style="list-style-type: none"> • completing any outstanding works as a result of such TA acts or omissions; or • rectifying an identified Defect as a result of such TA acts or omissions, <p>in circumstances where there is no fault on the part of the Contractor and the Contractor has completed all other Works and remediated all other Defects for that Site Cluster, then the TA will pay the final 10% relating to that Site Cluster to the Contractor.</p> <p>Where the final 10% is paid before Operational Acceptance has been achieved for all of the Sites in a Site Cluster, the Contractor must complete outstanding works and remediate Defects identified following that payment in accordance with the required timeframes set out in clause 18 (Defects) of the Framework Agreement for Construction.</p> <p>The TA will pay the Contractor's reasonable re-mobilisation costs in circumstances where delays in</p>	10% of price for Site Cluster #78

Cluster Construction Agreed Order
CCEP: Framework Agreement for Construction

Default Payment Milestones	Acceptance Criteria for Payment Milestone	Payment Milestone amount
	Operational Acceptance caused by the TA (and not due to any fault on the part of the Contractor) require such re-mobilisation for the purpose of completing outstanding Works and remediating Defects identified after the final payment for operational acceptance is made for that Site Cluster. Failure to complete outstanding Works and remediate Defects identified in accordance with the required timeframes comprises a material breach of the Agreement, and will be taken into account in any decision-making relating to the award of future Site Clusters.	

In circumstances where the parties vary the pricing for a particular Site (as set out in an Agreed Order) in accordance with clause 42 (Change Control) and Schedule 6 (Change Control):

- (iii) the Payment Milestone amounts that are due and payable for that Site after the date of such variation will be calculated in accordance with the amended pricing; and
- (iv) any shortfall in the total amount payable for that Site (due to a shortfall in the amounts paid for Payment Milestones arising before the date of such variation) will be paid at the time when the final payment is due for Operational Acceptance of the relevant Site Cluster (or by exception, on payment of the final 10% Payment Milestone for a Site in those circumstances where early payment is authorised for that Site in accordance with the terms set out in clause 2.3 (c) above).