

## Schedule 34 – Certificates

(clauses 1.1, 9.5(a)(i)(C), 9.5(a)(ii)(B), 21.2(d)(ii)(B), 21.5(d)(i), 22.1(a)(v), 22.3(a)(i), 22.4(c)(i), 22.6(a)(ii), 22.7(b), 22.9(a)(i), 22.10(d)(i), 52.2(b)(i)(B), 52.2(b)(ii)(C), 52.2(c)(iii), Schedule 8 (*Cost Risk Sharing*), Schedule 11 (*Design Review*))

Part of this Schedule containing the form	Title of certificate	Certificate to be signed by	Clause/section of the SSTOM Project Deed
Part A	Independent Certifier's IC Project Plan certificate	Independent Certifier	Clause 9.5(a)(i)(C)
Part B	Principal's Representative's Project Plan certificate	Principal's Representative	Clause 9.5(a)(ii)(B)
Part C	Independent Certifier's Test Procedure certificate	Independent Certifier	Clause 21.2(d)(ii)(B)
Part D	Independent Certifier's Test Result certificate	Independent Certifier	Clause 21.5(d)(i)
Part E	OpCo, Designer and O&M Contractor's First Passenger Service certificate	OpCo, Designers and O&M Contractor	Clause 22.1(a)(v)
Part F	Independent Certifier's Certificate of Readiness for First Passenger Service	Independent Certifier	Clause 22.3(a)(i)
Part G	Independent Certifier's Local Area Works completion certificate	Independent Certifier	Clause 22.4(c)(i)
Part H	Property Owner's certificate	Property Owner	Clause 22.6(a)(ii)
Part I	OpCo, Designer and O&M Contractor's Completion certificate	OpCo, Designers and O&M Contractor	Clause 22.7(b)
Part J	Independent Certifier's Certificate of Completion	Independent Certifier	Clause 22.9(a)(i)
Part K	Independent Certifier's Certificate of Final Completion	Independent Certifier	Clause 22.10(d)(i)
Part L	Financial Reporting Form	Not applicable	Clause 52.2(b)(i)(B), 52.2(b)(ii)(C) and 52.2(c)(iii)
Part M	OpCo certificate – Net [Pain / Gain] Share Amount	OpCo	Schedule 8 ( <i>Cost Risk Sharing</i> ), clause 4.2(a)
Part N	CRS Estimator's Cost Plan certificate	CRS Estimator	Schedule 8 ( <i>Cost Risk Sharing</i> ), clause 12.3(c)(ii)
Part O	OpCo and O&M Contractor's design certificate - Design Stages 1 & 2	OpCo and O&M Contractor	Schedule 11 ( <i>Design Review</i> ), clause 3.2(a)
Part P	OpCo, Designer and O&M Contractor's Design Certificate – Design Stage 3	OpCo, Designers and O&M Contractor	Schedule 11 ( <i>Design Review</i> ), clause 3.2(b)
Part Q	Independent Certifier's design certificate	Independent Certifier	Schedule 11 ( <i>Design Review</i> ), clause 3.4(c)(ii)(B)(II)

## Part A – Independent Certifier's IC Project Plan certificate

(clauses 9.5(a)(i)(C)(II) and 9.5(a)(i)(C)(III))

To: [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

Copy: [insert name of Principal's Representative] (**Principal's Representative**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with the terms of clause [9.5(a)(i)(C)(II)][9.5(a)(i)(C)(III)] of the SSTOM Project Deed, the Independent Certifier certifies that having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, the attached [sub-plans in the] IC Project Plan [comply][complies] with all requirements of the SSTOM Project Deed, including the SSTOM Specification and all applicable Laws, Government Policy and codes and standards (including the Sydney Metro Principal Contractor Health and Safety Standard), except for the Minor Non-Compliances identified in the attached list.

The attached [sub-plans in the] IC Project Plan [are][is] [insert].

Signed for and on behalf of the Independent Certifier by:

Signature:

Name:

Position: (Independent  
Certifier's Representative)

Date:

**Attachment – List of Minor Non-Compliances**

No.	Minor Non-Compliance	Recommended action to be taken by OpCo to address Minor Non-Compliance

## Part B – Principal's Representative's Project Plan certificate

(clause [9.5(a)(ii)(B)(II)] and [9.5(a)(ii)(B)(III)])

To: [insert name of OpCo] (**OpCo**)

From: Sydney Metro (**Principal**)

Copy: [insert name of Independent Certifier] (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with the terms of clause [9.5(a)(ii)(B)(II)][9.5(a)(ii)(B)(III)] of the SSTOM Project Deed, the Principal's Representative certifies that having reviewed the attached [sub-plans in the] Project Plan, the attached [sub-plans in the] Project Plan [comply][complies] with all requirements of the SSTOM Project Deed, including the SSTOM Specification, except for the Minor Non-Compliances identified in the attached list.

The attached [sub-plans in the] Project Plan [is][are] [insert].

Signed for and on behalf of the Principal's Representative by:

Signature:

Name:

Principal's Representative

Date:

## Attachment – List of Minor Non-Compliances

No.	Minor Non-Compliance	Recommended action to be taken by OpCo to address Minor Non-Compliance

## Part C – Independent Certifier's Test Procedure Certificate

(clause 21.2(d)(ii)(B))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 21.2(d)(ii)(B) of the SSTOM Project Deed, the Independent Certifier certifies that having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, the attached Test Procedure complies with all requirements of the SSTOM Project Deed, including the SSTOM Specification and all applicable Laws, Government Policy and codes and standards (including the Sydney Metro Principal Contractor Health and Safety Standard), except for the Minor Non-Compliances identified in the attached list.

The attached Test Procedure is [insert].

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

## Attachment – List of Minor Non-Compliances

No.	Minor Non-Compliance	Recommended action to be taken by OpCo to address Minor Non-Compliance

## Part D – Independent Certifier's Test Result Certificate

(clause 21.5(d)(i))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 21.5(d)(i) of the SSTOM Project Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed:

1. it has reviewed the results of the Test, as documented in the attached Test Report; and
2. the Test has been passed in accordance with the relevant Test Procedure, except for the Minor Non-Compliances identified in the attached list.

The attached Test Report is [insert].

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	



**Attachment – List of Minor Non-Compliances**

No.	Minor Non-Compliance	Recommended action to be taken by OpCo to address Minor Non-Compliance

## Part E – OpCo, Designer and O&M Contractor's First Passenger Service Certificate

(clause 22.1(a)(v))

To: Sydney Metro (**Principal**) and [insert name of Independent Certifier] (**Independent Certifier**)

From: [insert] (ABN [insert]) (**OpCo**)

[insert] (ABN [insert]) (**Designer**)

[insert] (ABN [insert]) (**O&M Contractor**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

**This section is to be completed by the Designer. When there is more than one relevant Designer, this section will be replicated and signed by each relevant Designer:**

In accordance with the terms of clause 22.1(a)(v)(A) of the SSTOM Project Deed, the Designer certifies that the SSTOM Works have been constructed in accordance with the AFC Design Documentation, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the Designer by:

Signature:	
Name:	
TAO number (required for on-airport design)	
Engineers Australia member number (required for on-airport design)	
Position: (Design Director)	
Date:	

**This section is to be completed by OpCo**

In accordance with clause 22.1(a)(v)(B) of the SSTOM Project Deed, OpCo certifies that the SSTOM Works:

- (a) comply with all the requirements of the SSTOM Project Deed (including the SSTOM Specification; and
- (b) have been constructed in accordance with the AFC Design Documentation, except for the Minor Defects identified in the attached list.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
TAO number (required for on-airport design)	

Engineers Australia member number (required for on-airport design)	
Position: (OpCo Director)	
Date:	

**This section is to be completed by the O&M Contractor:**

In accordance with the terms of clause 22.1(a)(v)(C) of the SSTOM Project Deed, the O&M Contractor certifies that the SSTOM Works are acceptable.

Nothing in this certificate:

- (a) imposes any liability on the O&M Contractor for the design of the SSTOM Works or Sydney Metro – Western Sydney Airport generally; or
- (b) is a certification of the fitness for purpose of the SSTOM Works or Sydney Metro – Western Sydney Airport.

Signed for and on behalf of the O&M Contractor by:

Signature:	
Name:	
Position: (O&M Contractor Director)	
Date:	

## Annexure A – List of Minor Defects

No.	Minor Defect

## Part F – Independent Certifier's Certificate of Readiness for First Passenger Service

(clause 22.3(a)(i))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22.3(a)(i) of the SSTOM Project Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, OpCo has satisfied all requirements set out under clause 22.1(a) of the SSTOM Project Deed for the First Passenger Service on Sydney Metro - Western Sydney Airport.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

## Part G – Independent Certifier's Local Area Works completion certificate

(clause 22.4(c)(i))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22.4(c)(i) of the SSTOM Project Deed, the Independent Certifier certifies in relation to the Local Area Works described below that, having performed all the relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, on [insert date] OpCo completed that discrete part of the Local Area Works in accordance with the SSTOM Project Deed and:

1. all documentation has been recorded and submitted to the Principal's Representative in accordance with the SSTOM Project Deed; and
2. the construction complies with the requirements of the SSTOM Project Deed, including the SSTOM Specification.

### Description of Local Area Works

[Insert description of Local Area Works]

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

## Part H – Property Owner's Certificate

(clause 22.6(a)(ii))

To: Sydney Metro (**Principal**)

This **Deed Poll** is given in favour of the Principal by the property owner detailed below.

Address of Property	
Property Owner	
Description of Property Works	

### Operative provisions

1. I/We confirm that the Property Works described above have been carried out and completed on my/our property to my/our satisfaction.
2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. I/We release the Principal from all claims and actions which I/we may have arising out of or in connection with the Property Works.

**Signed** as a Deed Poll.

Signed sealed and delivered by the  
**Property Owner** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

## Part I – OpCo, Designer and O&M Contractor's Completion Certificate

(clause 22.7(b))

To: Sydney Metro (**Principal**) and [insert] (ABN [insert]) (**Independent Certifier**)

From: [insert] (ABN [insert]) (**OpCo**)

[insert] (ABN [insert]) (**Designer**)

[insert] (ABN [insert]) (**O&M Contractor**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

**This section is to be completed by the relevant Designer. When there is more than one relevant Designer, this section will be replicated and signed by each relevant Designer:**

In accordance with the terms of clause 22.7(b)(i) of the SSTOM Project Deed, the Designer certifies that the SSTOM Works have been constructed in accordance with the AFC Design Documentation, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the Designer by:

Signature:	
Name:	
TAO number (required for on-airport design)	
Engineers Australia member number (required for on-airport design)	
Position: (Design Director)	
Date:	



**This section is to be completed by OpCo:**

In accordance with clause 22.7(b)(ii) of the SSTOM Project Deed, OpCo certifies that the SSTOM Works:

- (i) comply with all the requirements of the SSTOM Project Deed (including the SSTOM Specification; and
  - (ii) have been constructed in accordance with the AFC Design Documentation,
- except for the Minor Defects identified in the attached list.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
TAO number (required for on-airport design)	
Engineers Australia member number (required for on-airport design)	
Position: (OpCo Director)	
Date:	

**This section is to be completed by the O&M Contractor:**

In accordance with the terms of clause 22.7(b)(iii) of the SSTOM Project Deed, the O&M Contractor certifies that the SSTOM Works are acceptable.

Nothing in this Certificate:

- (i) imposes any liability on the O&M Contractor for the design of the SSTOM Works or Sydney Metro – Western Sydney Airport generally; or
- (ii) is a certification of the fitness for purpose of the SSTOM Works or Sydney Metro – Western Sydney Airport.

Signed for and on behalf of the O&M Contractor by:

Signature:	
Name:	
Position: (O&M Contractor Director)	
Date:	

## Attachment – List of Minor Defects

No.	Minor Defect

## Part J – Independent Certifier's Certificate of Completion

(clause 22.9(a)(i))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22.9(a)(i) of the SSTOM Project Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, Completion has been achieved.

The Date of Completion is [insert].

A list of Minor Defects and Minor Non-Compliances is attached.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

## Attachment – List of Minor Defects and Minor Non-Compliances

No.	Minor Defect / Minor Non-Compliance

## Part K – Independent Certifier's Certificate of Final Completion

(clause 22.10(d)(i))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

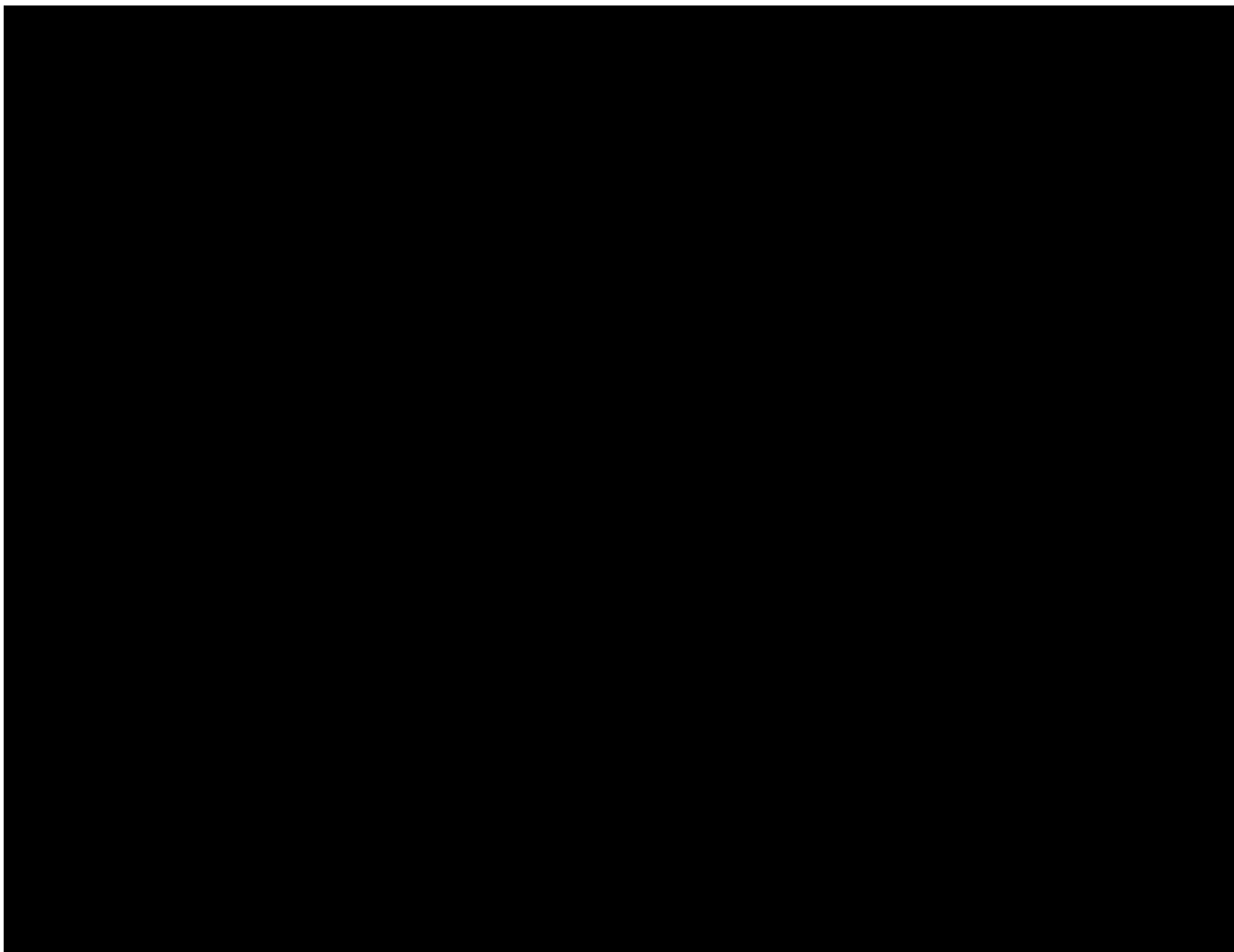
This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 22.10(d)(i) of the SSTOM Project Deed, the Independent Certifier hereby certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, Final Completion has been achieved.

The Date of Final Completion is [insert].

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

















## Part M – OpCo certificate – Net [Pain / Gain] Share Amount

(Schedule 8 (*Cost Risk Sharing*), clause 4.2(a))

To: Sydney Metro (**Principal**)

From: [insert name of OpCo] (**OpCo**)

Copy: [insert name of Independent Certifier] (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with clause 4.2(a) of Schedule 8 (*Cost Risk Sharing*) of the SSTOM Project Deed, OpCo certifies that:

1. As at the Date of Completion, the aggregate of the Allowable Costs is \$[insert].
2. The Target Outturn Cost (Completion) is \$[insert].
3. [The Pain Share Amount is \$[insert].] *[Drafting note: delete if not applicable]*
4. [The Prepaid Pain Share Amount is \$[insert].] *[Drafting note: delete if not applicable]*
5. As calculated at Completion, the [Net Gain Share Amount / Net Pain Share Amount] is \$[insert].

Copies of all documents and information necessary for the Principal to verify the above certifications are attached to this certificate.

Signed for and on behalf of OpCo by:

Signature:

Name:

Position

Date:

Director

Signature:

Name:

Position

Date:

Director

## Attachment – Supporting documents and information

## Part N – CRS Estimator's Cost Plan certificate

(Schedule 8 (*Cost Risk Sharing*), clause 12.3(c)(ii))

To: [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**CRS Estimator**)

Copy: [insert name of Principal's Representative] (**Principal's Representative**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 12.3(c)(ii) of Schedule 8 (*Cost Risk Sharing*) of the SSTOM Project Deed, the CRS Estimator certifies that having performed all relevant Services (as defined in the CRS Estimator Deed) in accordance with the requirements of the CRS Estimator Deed, the attached Cost Plan complies with all requirements of the SSTOM Project Deed, including the SSTOM Specification and Schedule 8 (*Cost Risk Sharing*).

Signed for and on behalf of the CRS Estimator by:

Signature:

Name:

Position: (CRS Estimator's  
Representative)

Date:

## Part O – OpCo and O&M Contractor's design certificate - Design Stages 1 & 2

(Schedule 11, clause 3.2(a))

To: Sydney Metro (**Principal**)

From: [insert] (ABN [insert]) (**OpCo**)

[insert] (ABN [insert]) (**O&M Contractor**)

This certificate is given in accordance with SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

### This section to be completed by OpCo:

In accordance with the terms of clause 3.2(a)(i) of Schedule 11 (*Design Review*) of the SSTOM Project Deed, OpCo certifies that the attached Design Documentation complies with all requirements of the SSTOM Project Deed, including the SSTOM Specification.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
TAO number (required for on-airport design)	
Engineers Australia member number (required for on-airport design)	
Position: (OpCo Director)	
Date:	

### This section to be completed by the O&M Contractor:

In accordance with the terms of clause 3.2(a)(ii) of Schedule 11 (*Design Review*) of the SSTOM Project Deed, the O&M Contractor certifies that the attached Design Documentation is acceptable to the O&M Contractor.

Nothing in this certificate imposes any liability on the O&M Contractor for the design in the Design Documentation or the design of the SSTOM Works or Sydney Metro – Western Sydney Airport, nor is this certification of the fitness for purpose of the design.

Signed for and on behalf of the O&M Contractor by:

Signature:	
Name:	
Position: (O&M Contractor Director)	
Date:	



## Part P – OpCo, Designer and O&M Contractor's design certificate – Design Stage 3

(Schedule 11 (*Design Review*), clause 3.2(b))

To: Sydney Metro (**Principal**)  
 From: Parklife Metro Pty Ltd [insert] (ABN [insert]) (**OpCo**)  
       [insert] (ABN [insert]) (**Designer**)  
       [insert] (ABN [insert]) (**O&M Contractor**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

### This section to be completed by OpCo:

In accordance with the terms of clause 3.2(b)(i) of Schedule 11 (*Design Review*) of the SSTOM Project Deed, OpCo certifies that the attached Design Documentation:

- (i) complies with all requirements of the SSTOM Project Deed, including the SSTOM Specification; and
- (ii) is suitable for construction.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
TAO number (required for on-airport design)	
Engineers Australia member number (required for on-airport design)	
Date:	

### This section to be completed by the relevant Designer. When there is more than one relevant Designer, this section shall be replicated and signed by each relevant Designer:

In accordance with the terms of clause 3.2(b)(ii) of Schedule 11 (*Design Review*) of the SSTOM Project Deed, the Designer certifies that the attached Design Documentation complies with all requirements of its respective contract, including the SSTOM Specifications, to the extent those requirements are relevant to the Designer's scope of work.

Signed for and on behalf of the Designer by:

Signature:	
Name:	
TAO number (required for on-airport design)	
Engineers Australia member	

number (required for on-airport design)	
Position: (Design Director)	
Date:	

**This section to be completed by the O&M Contractor:**

In accordance with the terms of clause 3.2(b)(iii) of Schedule 11 (*Design Review*) of the SSTOM Project Deed, the O&M Contractor certifies that the attached Design Documentation is acceptable.

Nothing in this certificate imposes any liability on the O&M Contractor for the design in the Design Documentation or the design of the SSTOM Works or Sydney Metro – Western Sydney Airport, nor is this certification of the fitness for purpose of the design.

Signed for and on behalf of the O&M Contractor by:

Signature:	
Name:	
Position: (O&M Contractor Director)	
Date:	

## Part Q – Independent Certifier's design certificate

(Schedule 11 (*Design Review*), clause 3.4(c)(ii)(B)(II))

To: Sydney Metro (**Principal**) and [insert name of OpCo] (**OpCo**)

From: [insert] (ABN [insert]) (**Independent Certifier**)

This certificate is given in accordance with the SSTOM Project Deed for Sydney Metro – Western Sydney Airport between the Principal and OpCo dated [insert] (**SSTOM Project Deed**). Words defined in the SSTOM Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 3.4(c)(ii)(B)(II) of Schedule 11 (*Design Review*) of the SSTOM Project Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the SSTOM Independent Certifier Deed) in accordance with the requirements of the SSTOM Independent Certifier Deed, the attached Design Documentation complies with all requirements of the SSTOM Project Deed (including the SSTOM Specification) and all applicable Laws, Government Policy and codes and standards (including the Sydney Metro Principal Contractor Health and Safety Standard, except for the Minor Non-Compliances identified in the attached list.

Signed for and on behalf of the Independent Certifier by:

Signature:	
Name:	
Position: (Independent Certifier's Representative)	
Date:	

**Attachment – List of Minor Non-Compliances**

No.	Minor Non-Compliance	Recommended action to be taken by OpCo to address Minor Non-Compliance