

**Schedule C1**

**Form of Design Certification – Stage 1 and 2**

(Clause 13.5(a))

To: Transport for NSW (**TfNSW**)

From [to be inserted] (ABN [to be inserted]) (**OpCo**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [to be inserted] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

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

In accordance with the terms of clause 13.5(a) of the Project Deed, OpCo certifies that the attached Design Documentation complies with all requirements of the Project Deed, including the SPR.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

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

In accordance with the terms of clause 13.5(a) of the Project Deed, the O&M Contractor certifies that the Design Documentation is acceptable from an operational perspective to enable the O&M Contractor to meet its obligations under the O&M Contract.

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

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

**Schedule C2**

**Form of Design Certification – Stage 3**

(Clause 13.5(b))

To: Transport for NSW (**TfNSW**)

From [to be inserted] (ABN [to be inserted]) (**OpCo**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [to be inserted] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

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

In accordance with the terms of clause 13.5(b)(i) of the Project Deed, OpCo certifies that the attached Design Documentation:

- (a) complies with all requirements of the Project Deed, including the SPR; and
- (b) is appropriate for construction.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

**This section to be completed by D&C Contractor:**

In accordance with the terms of clause 13.5(b)(ii) of the Project Deed, the D&C Contractor certifies that the attached Design Documentation:

- (a) complies with all requirements of the Project Deed, including the SPR; and
- (b) is appropriate for construction.

Signed for and on behalf of the D&C Contractor by:

Signature:	
Name:	
Position: (D&C Director)	
Date:	

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

In accordance with the terms of clause 13.5(b)(iii) of the Project Deed, the O&M Contractor certifies that the Design Documentation is acceptable from an operational perspective to enable the O&M Contractor to meet its obligations under the O&M Contract.

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

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

**Schedule C3**

**Independent Certifier Design Certificate – Stage 3**

(Clause 13.7(b)(iii))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 13.7(b) of the Project Deed, the Independent Certifier certifies that the attached Design Documentation:

- (a) complies with all requirements of the Project Deed (including the SPR), except for the minor errors and omissions identified in the attached list; and
- (b) in the case of Design Stage 3 Design Documentation, is appropriate for construction.

Signed for and on behalf of the Independent Certifier by:

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

**Attachment - List of minor errors or omissions**

<b>No.</b>	<b>Minor error or omission</b>	<b>Action to be taken by OpCo to address minor error or omission</b>
1.	<i>[to be inserted]</i>	<i>[to be inserted]</i>

**Schedule C4**

**Independent Certifier Test Procedure Certificate**

(Clause 18.2(c))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 18.2(c) of the Project Deed, the Independent Certifier certifies that the attached Test Procedure complies with all requirements of the Project Deed, including the SPR.

Signed for and on behalf of the Independent Certifier by:

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

**Schedule C5**

**Independent Certifier Test Result Certificate**

(Clause 18.5(c)(i))

To: Transport for NSW (**TfNSW**) and [insert name of OpCo] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 18.5(c)(i) of the Project Deed, the Independent Certifier certifies that the results of the Test documented in the attached Test Report confirm that that Test has been passed in accordance with the relevant Test Procedure.

Signed for and on behalf of the Independent Certifier by:

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

**Schedule C6**

**Certificate of Readiness for First Passenger Service**

(Clauses 1.1 and 19.3(a)(i))

To: Transport for NSW (**TfNSW**) and [insert name of OpCo] (**OpCo**)

From: [to be inserted] (ABN [to be inserted]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [to be inserted] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with clause 19.3(a)(i) of the Project Deed the Independent Certifier certifies that OpCo has satisfied all requirements for First Passenger Service.

Signed for and on behalf of the Independent Certifier by:

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



**Schedule C7**

**Form of Certificate for First Passenger Service**

(Clause 19.1(e))

To: Transport for NSW

From: [to be inserted] (ABN [to be inserted]) (OpCo)

[to be inserted] (ABN [to be inserted]) (D&C Contractor)

[to be inserted] (ABN [to be inserted]) (O&M Contractor)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [to be inserted] (Project Deed). Words defined in the Project Deed have the same meaning in this certificate.

**This section to be completed by the D&C Contractor**

In accordance with the terms of clause 19.1(e)(i) of the Project Deed, the D&C Contractor certifies that the SLR Works have been constructed in accordance with the Design Documentation which OpCo was entitled to use for construction purposes under clause 13.9(a) of the Project Deed, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the D&C Contractor by:

Signature:	
Name:	
Position: (D&C Director)	
Date:	

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

In accordance with clause 19.1(e)(ii) of the Project Deed, OpCo certifies that the SLR Works:

- (i) comply with all the requirements of the Project Deed (including the SPR), except for the Minor Defects identified in the attached list; and
- (ii) have been constructed in accordance with the Design Documentation which we were entitled to use for construction purposes under clause 13.9(a) of the Project Deed.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

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

In accordance with the terms of clause 19.1(e)(iii) of the Project Deed, the O&M Contractor certifies that the SLR Works are acceptable to the O&M Contractor and will enable it to comply with its obligations under the O&M Contract.

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

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

**Attachment - List of Minor Defects**

<b>No.</b>	<b>Minor Defect</b>
1.	[to be inserted]

**Schedule C8**

**Form of Certification for Completion**

(Clause 19.4(a)(ii))

To: Transport for NSW

From: [to be inserted] (ABN [to be inserted]) (**OpCo**)

[to be inserted] (ABN [to be inserted]) (**D&C Contractor**)

[to be inserted] (ABN [to be inserted]) (**O&M Contractor**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [to be inserted] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

**This section to be completed by the relevant D&C Contractor**

In accordance with the terms of clause 19.4(a)(ii)(A) of the Project Deed, the D&C Contractor certifies that the SLR Works have been constructed in accordance with the Design Documentation which OpCo was entitled to use for construction purposes under clause 13.9(a) of the Project Deed, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the D&C Contractor by:

Signature:	
Name:	
Position: (D&C Director)	
Date:	

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

In accordance with clause 19.4(a)(ii)(B) of the Project Deed, OpCo certifies that the Works comply with all the requirements of the Project Deed (including the SPR) except for the Minor Defects identified in the attached list.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

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

In accordance with the terms of clause 19.4(a)(ii)(C) of the Project Deed, the O&M Contractor certifies that the SLR Works are acceptable from an operational perspective to enable the O&M Contractor to meet its obligations under the O&M Contract.

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

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

**Attachment - List of Minor Defects**

<b>No.</b>	<b>Minor Defect</b>
1.	[to be inserted]

**Schedule C9**

**Certificate of Local Area Works Completion**

(Clause 19.5(c)(i))

To: Transport for NSW (**TfNSW**) and [insert name of OpCo] (**OpCo**)

From: [to be inserted] (ABN [to be inserted]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [to be inserted] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with clause 19.5(c)(i) of the Project Deed the Independent Certifier certifies in relation to the Local Area Works described in this Schedule C9 (*Certificate of Local Area Works Completion*) that:

- (a) OpCo has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 13.9(a) of the Project Deed, subject to Minor Defects;
- (b) the release of all Hold Points has been undertaken in accordance with the Project Deed;
- (c) all documentation has been recorded and submitted to TfNSW's Representative in accordance with the Project Deed; and
- (d) the construction complies with the requirements of the Project Deed, including the SPR, subject to Minor Defects.

**Schedule**

[insert description of Local Area Works]

Signed for and on behalf of the Independent Certifier by:

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

**Schedule C10**  
**Property Owners Certificate**

(Clause 19.7(a)(i))

This **Deed Poll** is given in favour of Transport for NSW by the Property Owner detailed below.

<b>Details</b>	
Address of Property	[to be inserted]
Property Owner	[to be inserted]
Description of Property Works	[to be inserted]

**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 Transport for NSW 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



**Schedule C11**

**Certificate of Completion**

(Clauses 1.1 and 19.9(a)(i))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with clause 19.9(a)(i) of the Project Deed the Independent Certifier certifies that Completion of the SLR Works has been achieved. The Date of Completion is [*to be inserted*].

A list of Minor Defects 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**

<b>No.</b>	<b>Minor Defect</b>
1.	<i>[to be inserted]</i>

**Schedule C12**

**Certificate of Final Completion**

(Clauses 1.1 and 19.10(d)(i))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with clause 19.10(d)(i) of the Project Deed the Independent Certifier hereby certifies that Final Completion has been achieved. The Date of Final Completion is [*to be inserted*].

Signed for and on behalf of the Independent Certifier by:

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

**Schedule C13**

**Independent Certifier Project Plan Certificate**

(Clause 8.5(b)(ii))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 8.5(b)(ii) of the Project Deed, the Independent Certifier certifies that the attached Project Plan complies with all requirements of the Project Deed, including the SPR.

Signed for and on behalf of the Independent Certifier by:

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

**Schedule C14**

**Certificate of Readiness for Revenue Service**

(Clauses 1.1 and 14.4(a)(i))

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

From: Transport for NSW (**TfNSW**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with clause 14.4(a)(i) of the Project Deed TfNSW confirms that OpCo has satisfied all requirements for commencement of Revenue Service.

The Date of Revenue Service is [*insert*].

Signed for and on behalf of TfNSW by:

Signature:	
Name:	
Position: (TfNSW's Representative)	
Date:	

## Schedule C15

### Form of Deed Poll for Other Contractor

(Clauses 9.2(b) and 9.12(b))

This Deed Poll made the            day of            20

In favour of:

**Transport for NSW** (ABN 18 804 239 602) a New South Wales agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of Level 5, Tower A, Zenith Centre 821 Pacific Highway, Chatswood NSW 2067 (**TfNSW**);

the **ALTRAC Light Rail Partnership**, a partnership between ALTRAC Light Rail 1 Pty Limited ACN 603 192 203 in its capacity as trustee of ALTRAC Light Rail Trust 1, ALTRAC Light Rail 2 Pty Limited ACN 603 194 476 in its capacity as trustee of ALTRAC Light Rail Trust 2 and ALTRAC Light Rail 3 Pty Limited ACN 603 190 601 in its capacity as trustee of ALTRAC Light Rail Trust 3 (**OpCo**); and

[Acciona Infrastructure Australia Pty Ltd (ABN 52 140 915 251)/Transdev Sydney Pty Ltd (ABN 34 096 046 052) (delete as applicable)] (**Appointed Principal Contractor**).

Given by:            [insert details] (ABN [insert details]) of [insert details] (**Other Contractor**)

#### Recitals

- A. By a contract dated [insert date] (**Project Deed**) between TfNSW and OpCo, OpCo agreed to carry out certain works (**SLR Works**), on the land more particularly described in the Project Deed (the **SLR Site**).
- B. The Other Contractor has been appointed under a contract (**Other Contract**) to undertake certain works on the SLR Site (**Other Contractor Works**).
- C. For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW) (together, the **WHS Legislation**), the SLR Works and the Other Contractor Works are a 'construction project' within the meaning of the WHS Legislation.
- D. Under the Core Contractor Side Deeds (as that term is defined in the Project Deed), TfNSW engaged the Core Contractors (as that term is defined in the Project Deed) as principal contractors and authorised the Core Contractors to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- E. Under the provisions of the Project Deed, TfNSW is required to procure the provision of this Deed Poll from each Other Contractor (as that term is defined in the Project Deed) that undertakes Other Contractor's Activities (as that term is defined in the Project Deed).

#### This Deed Poll Provides

1. In consideration of OpCo accepting this Deed Poll, the Other Contractor agrees that:
  - (a) the Other Contractor, its subcontractors and their respective personnel while they are on the SLR Site, will comply with SLR Site safety regulations, any SLR Site rules or regulations and with all directions of OpCo with respect to work health and safety;

- (b) the Other Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of OpCo so that OpCo discharges its obligations as principal contractor;
  - (c) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with OpCo, TfNSW and all other persons who have a work health and safety duty in relation to the same matter;
  - (d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by OpCo while on the SLR Site;
  - (e) OpCo may exclude the Other Contractor, any of its subcontractors and their respective personnel from the SLR Site for work health and safety reasons;
  - (f) OpCo may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
  - (g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:
    - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
    - (ii) provide a copy of the safe work method statement to TfNSW and OpCo prior to the commencement of high risk construction work;
    - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
    - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
    - (v) where so directed by OpCo, suspend the performance of any high risk construction work;
  - (h) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
  - (i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.
2. The Other Contractor indemnifies OpCo against any delay, damage, expense, loss, penalty or liability suffered or incurred by OpCo as a result of:
- (a) any failure by the Other Contractor to comply with any direction given by OpCo in accordance with this Deed Poll; or
  - (b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:
    - (i) their respective contractual or legislative work health and safety obligations; or
    - (ii) the provisions of this Deed Poll.

3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

**Executed** as a Deed Poll.

**Executed** by [*Other Contractor*] by or in the presence of:

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Signature of Director

---

Signature of Secretary/other Director

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Name of Director in full

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Name of Secretary/other Director in full



**Schedule C16**

**Form of Design Certificate - CSELRVs**

(Clause 13.5(c))

To: Transport for NSW (**TfNSW**) and [*to be inserted*] (**Independent Certifier**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**OpCo**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

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

In accordance with the terms of clause 13.5(c) of the Project Deed, OpCo certifies that the attached Design Documentation complies with all requirements of the Project Deed, including the SPR and is appropriate for construction.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

**Schedule C17**

**Independent Certifier Design Certificate – CSELRVs**

(Clause 13.7(b)(iv))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with the terms of clause 13.7(b) of the Project Deed, the Independent Certifier certifies that the attached Design Documentation:

- (a) complies with all requirements of the Project Deed (including the SPR), except for the minor errors and omissions identified in the attached list; and
- (b) in the case of Design Documentation for CSELRVs, is appropriate for construction.

Signed for and on behalf of the Independent Certifier by:

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

**Attachment - List of minor errors or omissions**

<b>No.</b>	<b>Minor error or omission</b>	<b>Action to be taken by OpCo to address minor error or omission</b>
1.	<i>[to be inserted]</i>	<i>[to be inserted]</i>

**Schedule C18**  
**Form of Deed of Assignment**

(Clause 2.2(a)(ii))



# Deed of Assignment

Transport for NSW

ABN 18 804 239 602

and

ALTRAC Light Rail Partnership

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**Schedule**

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**THIS DEED** is made on 2014

**BETWEEN:**

- (1) **Transport for NSW** (ABN 18 804 239 602) a New South Wales Government agency constituted under section 3C of the *Transport Administration Act 1988* (NSW) of Level 5, Tower A, Zenith Centre 821 Pacific Highway, Chatswood NSW 2067 (the **Assignor**); and
- (2) **ALTRAC Light Rail Partnership**, a partnership between ALTRAC Light Rail 1 Pty Limited ACN 603 192 203 in its capacity as trustee of ALTRAC Light Rail Trust 1, ALTRAC Light Rail 2 Pty Limited ACN 603 194 476 in its capacity as trustee of ALTRAC Light Rail Trust 2 and ALTRAC Light Rail 3 Pty Limited ACN 603 190 601 in its capacity as trustee of ALTRAC Light Rail Trust 3 of c/- Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney, NSW (the **Assignee**).

**RECITALS:**

- (A) The Assignor and the Assignee have entered, or will enter, into the Project Deed for the provision of the Sydney Light Rail project.
- (B) The Assignor has rights (present or future, actual or contingent) under or in relation to the Agreement.
- (C) The Assignor has agreed to assign these rights under or in relation to the Agreement to the Assignee.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**Agreement** means the Sydney Light Rail Inner West Extension Design and Construction Contract dated 21 May 2012 between the Assignor and John Holland.

**Authorisation** means:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Authorised Representative** means, for a party, a person nominated by the party to the other party in a notice that is accompanied by, and certifies the correctness of, a copy of the signature of that person.

**Business Day** means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

**Contractual Rights** means all of the Assignor's rights (present or future, actual or contingent) under or in relation to the Agreement including:

- (a) the right to demand and receive payment of all money payable by the Obligor under the Agreement and to give a good receipt for that money;
- (b) the benefit of all claims for damages for a breach by the Obligor of any term of the Agreement;
- (c) the benefit of any warranty or indemnity in the Agreement;
- (d) the right to compel performance of the Agreement;
- (e) the right to agree to any amendment to, or replacement of, the Agreement;
- (f) the right to grant any waiver of, or consent to a term of the Agreement;
- (g) the right to terminate, or agree to the termination of, the Agreement; and
- (a) the right to agree to a settlement of any dispute under or in relation to the Agreement.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**End Date** means the date of expiry or termination of the Project Deed.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**John Holland** means John Holland Pty Limited ABN 11 004 282 268.

**Obligor** means John Holland.

**Project Deed** means the deed entitled Sydney Light Rail Project Deed dated on or about the date of this deed between TfNSW and the Assignee.

**Stated Time** means the date of this document.

**Tax** means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge, other than one that is imposed on net income in any jurisdiction.

## 1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;



- (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it and any part of it.
- (b) A singular word includes the plural, and vice versa.
  - (c) A word which suggests one gender includes the other genders.
  - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
  - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
  - (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
  - (g) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.

### 1.3 **Non Business Days**

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

## 2. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

### 2.1 **Assignment**

- (a) With effect from the Stated Time and ending on the End Date, the Assignor assigns to the Assignee all of the Assignor's right, title and interest in the Contractual Rights on the terms set out in this document.
- (b) The Assignee accepts the assignment.

### 2.2 **Notice to Obligor**

At the same time as the Assignor executes this document, the Assignor must:

- (a) execute and deliver to the Obligor (with a copy to the Assignee) a notice of assignment in the form set out in 0; and

- (b) use its best efforts to obtain an acknowledgement (in the form set out in Schedule 2) from the Obligor to that notice.

### 2.3 Assumption of liabilities

With effect from the Stated Time and ending on the End Date:

- (a) the Assignee assumes all of the Assignor's liabilities and obligations under or in relation to the Agreement to the extent that they relate to the Contractual Rights; and
- (b) the Assignee must indemnify the Assignor against, and must pay the Assignor on demand the amount of, all losses, costs, liabilities, expenses and Taxes incurred in connection with the Assignee failing to comply with the liabilities and obligations referred to in clause 2.3(a).

## 3. REPRESENTATIONS AND WARRANTIES

### 3.1 Representations and warranties of Assignee

The Assignee represents and warrants for the benefit of TfNSW that:

- (a) **(status)** it is duly registered and remains in existence;
- (b) **(power)** it has full legal capacity and power to:
  - (i) own its property and to carry on its business; and
  - (ii) enter into this document and to carry out the transactions that it contemplates;
- (c) **(authority)** it has taken all action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (d) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
  - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
  - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
  - (iii) enable it to properly carry on its business as it is now being conducted,and it is complying with any conditions to which any of these Authorisations is subject;
- (e) **(document effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (f) **(no contravention)** neither its execution of this document, nor the carrying out by it of the transactions that this document contemplates, does or will:
  - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
  - (ii) contravene any Authorisation; or

- (iii) contravene any agreement binding on it or any of its property; or
- (g) (**commercial benefit**) the execution by it of this document, and the carrying out by it of the transactions that this document contemplates, is for its benefit and in its commercial interests; and
- (h) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable.

### 3.2 **Additional representations and warranties regarding the Contractual Rights**

The Assignor also represents and warrants that:

- (a) (**Agreement enforceable**) each Contractual Right is a valid and enforceable obligation of, and enforceable against, the Obligor in accordance with the terms of the Agreement (as applicable);
- (b) (**title**) it is legally and beneficially entitled to the Contractual Rights;
- (c) (**no default**) it is not in breach of the Agreement;
- (d) (**no set-off**) neither the Obligors nor any other person is entitled to raise any set-off, counterclaim or other equity or right that may affect the right of the Assignee to enforce the Contractual Rights in accordance with the terms of each Agreement; and
- (e) (**copy of Agreement**) the copy of each Agreement that it has given to the Assignee is a complete and up to date copy of that Agreement and includes, where appropriate, complete and up to date copies of any relevant documents that may affect the Assignor's ability to enforce the Contractual Rights in accordance with the terms of the Agreement.

### 3.3 **Reliance on representations and warranties**

The Assignor acknowledges that the Assignee has executed this document and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made in this clause 3.

## 4. **INDEMNITY**

The Assignor must indemnify the Assignee against, and must pay the Assignee on demand the amount of, all losses, costs, liabilities, expenses and Taxes incurred in connection with the administration, and any actual or attempted preservation or enforcement, of any rights under this document.

## 5. **NOTICES**

### 5.1 **How to give a notice**

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given in one of the following ways:
  - (i) sent by prepaid mail (by airmail, if the addressee is overseas) or delivered to that person's address;

- (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error;
- (iii) given personally; or
- (iv) given in any other manner permitted by law.

## 5.2 When a notice is given

A notice, consent or other communication that complies with this clause 5 is conclusively regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
- (b) if it is sent by mail, when it would be delivered in the ordinary course of post, but in any event:
  - (i) not later than three Business Days after posting within Australia; or
  - (ii) not later than seven Business Days after posting to or from a place outside Australia;
- (c) if given personally, when actually received by that person; and
- (d) if it is given in any other manner permitted by law, when actually received by that person, unless a later time of receipt is specified in it.

## 5.3 Address for notices

A person's mail address and fax number are those set out below, or as the person notifies the sender:

### Assignor

Address: Level 11, 338 Pitt Street, Sydney NSW 2000  
Fax number: (02) 9200 0290  
Attention: TfNSW's Representative

With a copy to:

Address: Level 5, Tower A, Zenith Centre, 821 Pacific Highway  
Chatswood, NSW 2067  
Fax number: (02) 9200 0290  
Attention: Deputy Director General, Transport Projects Division

### Assignee

Address: c/- Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney, NSW  
Fax number: (02) 8224 3800  
Attention: Malcolm Macintyre

## 6. AMENDMENT

This document can only be amended or replaced by another document executed by the parties.

## 7. GENERAL

### 7.1 Governing law

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the jurisdiction of the courts of New South Wales, and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.
- (c) The Assignee irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set-off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

### 7.2 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

### 7.3 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

### 7.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

### 7.5 Operation of this document

- (a) Subject to clause 7.5(b), this document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

**7.6 Operation of indemnities**

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

**7.7 Exclusion of contrary legislation**

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

**7.8 Consents**

Where this document contemplates that the Assignor may agree or consent to something (however it is described), the Assignor may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this document expressly contemplates otherwise.

**7.9 Inconsistency with other documents**

If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

**7.10 Counterparts**

This document may be executed in counterparts.

## SCHEDULE 1

### Notice of Assignment – Sydney Light Rail Inner West Extension Design and Construction Contract

To: John Holland Pty Limited ABN 11 004 282 268  
Level 3, 65 Pirrama Road  
Pyrmont NSW 2009

Attention: Andy Charlesworth, Project Director

**Sydney Light Rail Inner West Extension Design and Construction Contract (Contract number: IWE-01-D&C) dated 21 May 2012 between John Holland Pty Limited ABN 11 004 282 268 and Transport for NSW ABN 18 804 239 602**

TfNSW refers to the Sydney Light Rail Inner West Extension Design and Construction Contract (Contract number: IWE-01-D&C) between John Holland Pty Limited ABN 11 004 282 268 (the **Obligor**) and Transport for NSW ABN 18 804 239 602 (the **Assignor**) dated 21 May 2012 (the **Agreement**). A term that is defined in the Agreement has the same meaning in this Notice of Assignment.

1. The Assignor gives you notice that the Assignor has assigned all of its right, title and interest in the Assignor's rights (present or future, actual or contingent) under or in relation to the Agreement owed by the Obligor to the Assignor under the Agreement (the **Contractual Rights**) to the ALTRAC Light Rail Partnership (the **Assignee**) under a Deed of Assignment dated [date] between the Assignor and the Assignee.
2. The Assignor gives you notice that you must pay all amounts that are owing under the Agreement to, and perform the Contractual Rights in favour of, the Assignee.
3. This notice is governed by the laws of New South Wales, is irrevocable and may not be amended, terminated or withdrawn without the prior written consent of the Assignee.
4. Please acknowledge receiving this notice of assignment by signing the acknowledgement that is attached to the enclosed copy of this notice and sending it to the Assignee at the address set out below:

ALTRAC Light Rail Partnership

c/-Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney, NSW

Attention: Malcolm Macintyre

Dated [date]

**SIGNED** for and on behalf of **TRANSPORT FOR NSW** by its authorised delegate:

\_\_\_\_\_  
Signature of Authorised Delegate

\_\_\_\_\_  
Full name of Authorised Delegate

## SCHEDULE 2

### Acknowledgement – Sydney Light Rail Inner West Extension Design and Construction Contract

To: ALTRAC Light Rail Partnership  
c/-Capella Capital, Level 31, AMP Centre, 50 Bridge Street, Sydney, NSW  
Attention: Malcolm Macintyre

#### Acknowledgement of Notice of Assignment

John Holland Pty Limited ABN 11 004 282 268 (the **Obligor**) acknowledges receiving a copy of the attached notice of assignment dated [date].

The Obligor confirms that:

- (a) it is not entitled to raise any set-off, counterclaim or other right that may affect the right of the Assignee to enforce the Contractual Rights (including the right to recover the full amount owed by the Obligor to the Assignor) in accordance with the terms of the Agreement; and
- (b) it has not previously received a notice of assignment of all or any part of the Contractual Rights.

Dated [date].



**EXECUTED** as a deed.

**SIGNED** for and on behalf of  
**TRANSPORT FOR NSW** by its authorised  
delegate **IN THE PRESENCE OF:**

\_\_\_\_\_  
Authorised Delegate

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

\_\_\_\_\_  
Name of Authorised Delegate (print)

\_\_\_\_\_  
Name of Witness (print)

**Signed by the ALTRAC Light Rail Partnership by being signed by each of its partners as  
at the date of this deed**

**SIGNED, SEALED AND DELIVERED** by  
**ALTRAC LIGHT RAIL 1 PTY LIMITED**  
**ACN 603 192 203** as trustee for  
**ALTRAC LIGHT RAIL TRUST 1:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Director (print)

\_\_\_\_\_  
Name of Director (print)

**SIGNED, SEALED AND DELIVERED** by  
**ALTRAC LIGHT RAIL 2 Pty Limited**  
**ACN 603 194 476** as trustee for  
**ALTRAC LIGHT RAIL Trust 2:**

\_\_\_\_\_  
Company Secretary/Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of Company Secretary/Director (print)

\_\_\_\_\_  
Name of Director (print)

**SIGNED, SEALED AND DELIVERED** by  
**ALTRAC LIGHT RAIL 3 Pty Limited**  
ACN **603 190 601** as trustee for  
**ALTRAC LIGHT RAIL Trust 3** by its  
Attorney **IN THE PRESENCE OF :**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Name of Attorney (print)

**Schedule C19**

**Form of Deed Poll for Managing Contractor**

(Clauses 9.2(b))



### **This Deed Poll Provides**

1. In consideration of OpCo and the Appointed Principal Contractor accepting this Deed Poll, the Managing Contractor agrees that:
  - (a) the Managing Contractor, its subcontractors and their respective personnel while they are on the SLR Site, will comply with SLR Site safety regulations, any SLR Site rules or regulations and with all directions of the Appointed Principal Contractor with respect to work health and safety;
  - (b) the Managing Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Appointed Principal Contractor so that the Appointed Principal Contractor discharges its obligations as principal contractor;
  - (c) the Managing Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Appointed Principal Contractor, TfNSW and all other persons who have a work health and safety duty in relation to the same matter;
  - (d) the Managing Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Appointed Principal Contractor while on the SLR Site;
  - (e) the Appointed Principal Contractor may exclude the Managing Contractor, any of its subcontractors and their respective personnel from the SLR Site for work health and safety reasons;
  - (f) the Appointed Principal Contractor may direct the Managing Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
  - (g) where high risk construction work is to be carried out in the performance of the SLR Site Works, the Managing Contractor must:
    - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
    - (ii) provide a copy of the safe work method statement to TfNSW and the Appointed Principal Contractor prior to the commencement of high risk construction work;
    - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
    - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
    - (v) where so directed by the Appointed Principal Contractor, suspend the performance of any high risk construction work;

- (h) the Managing Contractor shall in carrying out the work under the Managing Contractor Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
  - (i) in its contracts with subcontractors, the Managing Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Managing Contractor under this Deed Poll.
2. The Managing Contractor indemnifies OpCo against any delay, damage, expense, loss, penalty or liability suffered or incurred by OpCo as a result of:
- (a) any failure by the Managing Contractor to comply with any direction given by the Appointed Principal Contractor in accordance with this Deed Poll; or
  - (b) any breach by the Managing Contractor, any of its subcontractors or their respective personnel of:
    - (i) their respective contractual or legislative work health and safety obligations; or
    - (ii) the provisions of this Deed Poll.
3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

**Executed as a Deed Poll.**

**Executed by Laing O'Rourke Australia Construction Pty Limited (ABN 39 112 099 000) by or in the presence of:**

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Signature of Director

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Signature of Secretary/other Director

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Name of Director in full

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Name of Secretary/other Director in full

**Schedule C20**

**Form of Certificate of Additional CSELRV Acceptance**

(Clause 19.4A(b)(ii))

To: Transport for NSW

From: [to be inserted] (ABN [to be inserted]) (OpCo)

[to be inserted] (ABN [to be inserted]) (D&C Contractor)

[to be inserted] (ABN [to be inserted]) (O&M Contractor)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [to be inserted] (Project Deed). Words defined in the Project Deed have the same meaning in this certificate.

**This section to be completed by the D&C Contractor**

In accordance with the terms of clause 19.4A(b)(ii)(A) of the Project Deed, the D&C Contractor certifies that the CSELRV has been constructed in accordance with the Design Documentation which OpCo is entitled to use for CSELRV construction purposes under clause 13.9(a)(i) of the Project Deed, except for the Minor Defects identified in the attached list.

Signed for and on behalf of the D&C Contractor by:

Signature:	
Name:	
Position: (D&C Director)	
Date:	

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

In accordance with clause 19.4A(b)(ii)(B) of the Project Deed, OpCo certifies that the CSELRV:

- (i) complies with all the requirements of the Project Deed (including the SPR), except for the Minor Defects identified in the attached list; and
- (ii) has been constructed in accordance with the Design Documentation which we were entitled to use for CSELRV construction purposes.

Signed for and on behalf of OpCo by:

Signature:	
Name:	
Position: (OpCo Director)	
Date:	

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

In accordance with the terms of clause 19.4A(b)(ii)(C) of the Project Deed, the O&M Contractor certifies that the CSELRV is acceptable from an operational perspective to enable the O&M Contractor to meet its obligations under the O&M Contract.

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

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



**Attachment - List of Minor Defects**

<b>No.</b>	<b>Minor Defect</b>
1.	[to be inserted]

**Schedule C21**

**Certificate of Additional CSELRV Acceptance**

(Clauses 1.1 and 19.9B(a)(i))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with clause 19.9B(a)(i) of the Project Deed the Independent Certifier certifies that the Additional CSELRV Acceptance Requirements have been achieved. The date on which the Additional CSELRV Acceptance Requirements have been achieved is [*insert date*].

A list of Minor Defects 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**

<b>No.</b>	<b>Minor Defect</b>
1.	<i>[to be inserted]</i>

**Schedule C22**

**Certificate of Civils and Systems Completion**

(Clauses 1.1 and 19.16(b)(ii))

To: Transport for NSW (**TfNSW**) and [*insert name of OpCo*] (**OpCo**)

From: [*to be inserted*] (ABN [*to be inserted*]) (**Independent Certifier**)

This certificate is given in accordance with the Project Deed for the Sydney Light Rail between TfNSW and OpCo dated [*to be inserted*] (**Project Deed**). Words defined in the Project Deed have the same meaning in this certificate.

In accordance with clause 19.16(b)(ii) of the Project Deed the Independent Certifier certifies that Civil and Systems Completion has been achieved. The date of Civils and Systems Completion is [*to be inserted*].

A list of Minor Defects and minor finishes 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**

<b>No.</b>	<b>Minor Defect</b>
1.	<i>[to be inserted]</i>

**Attachment - List of minor finishes**

<b>No.</b>	<b>Minor finishes</b>
1.	<i>[to be inserted]</i>