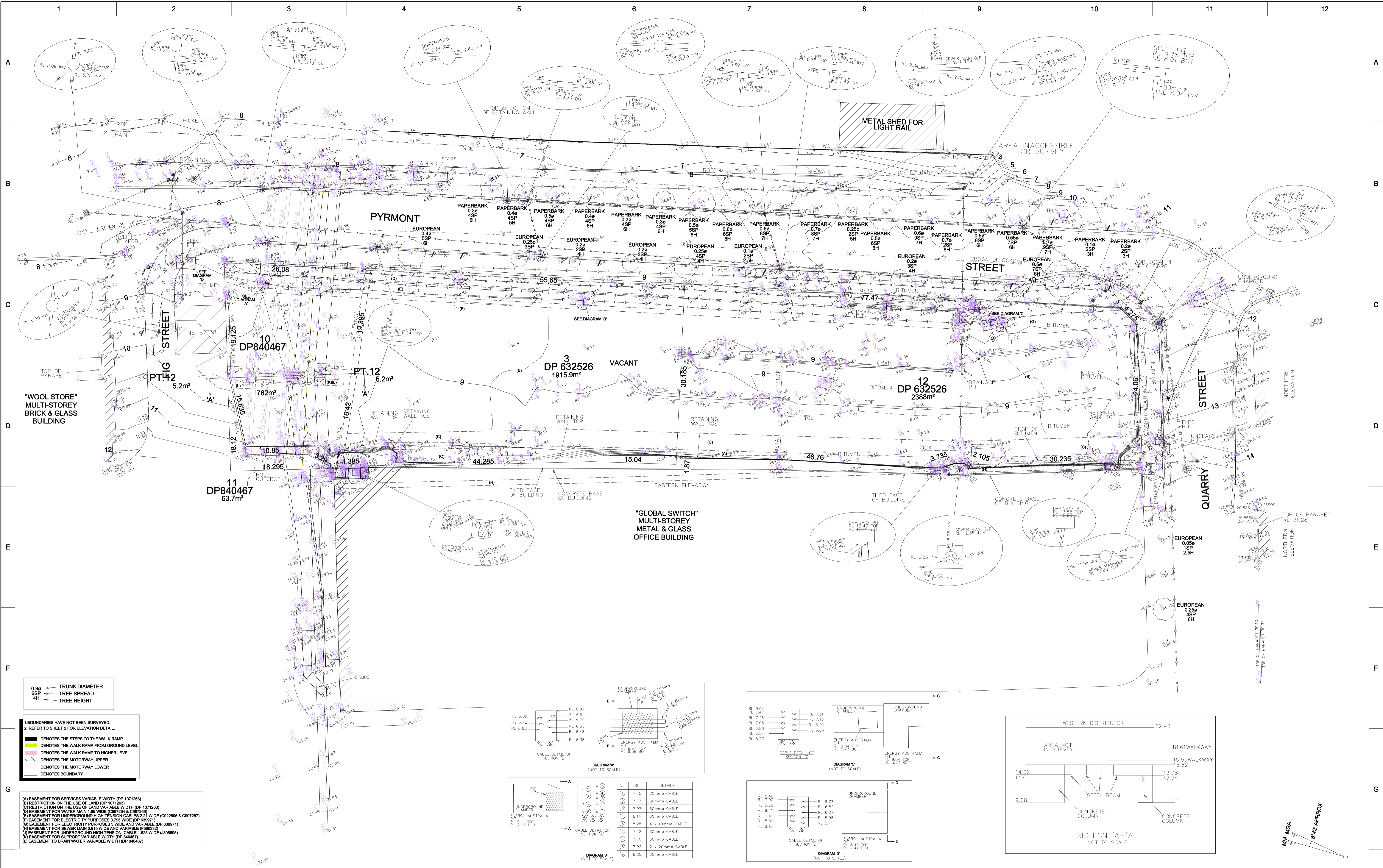




dem

9 Appendices

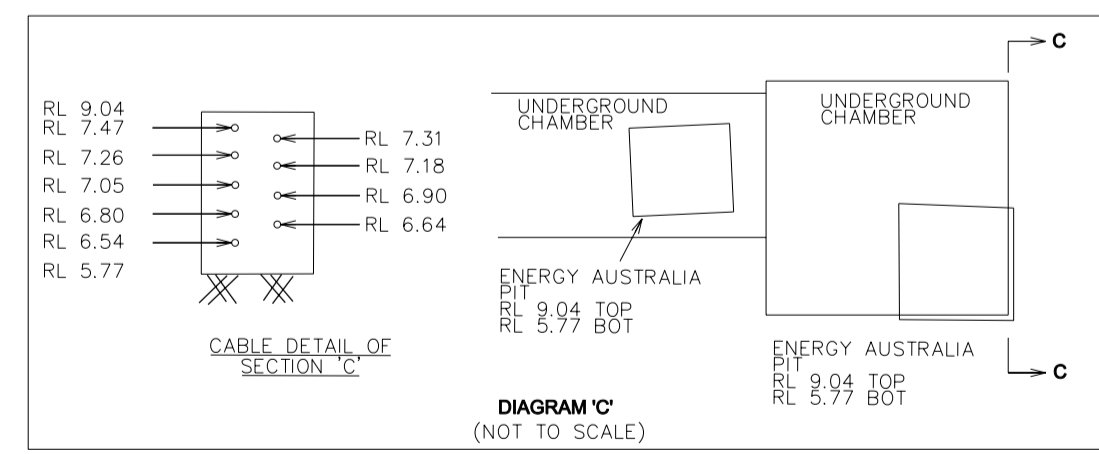
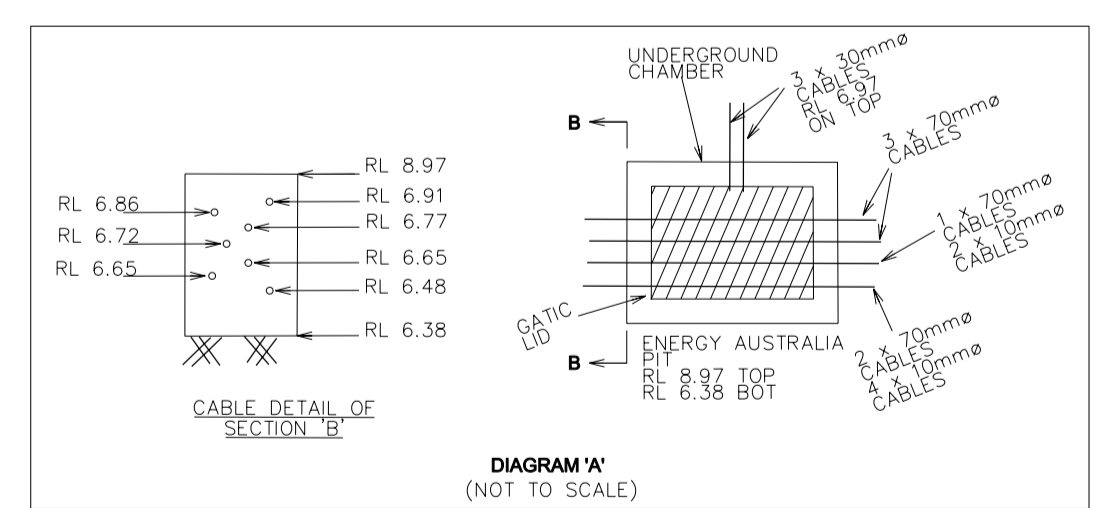
9.1 Site Survey Information



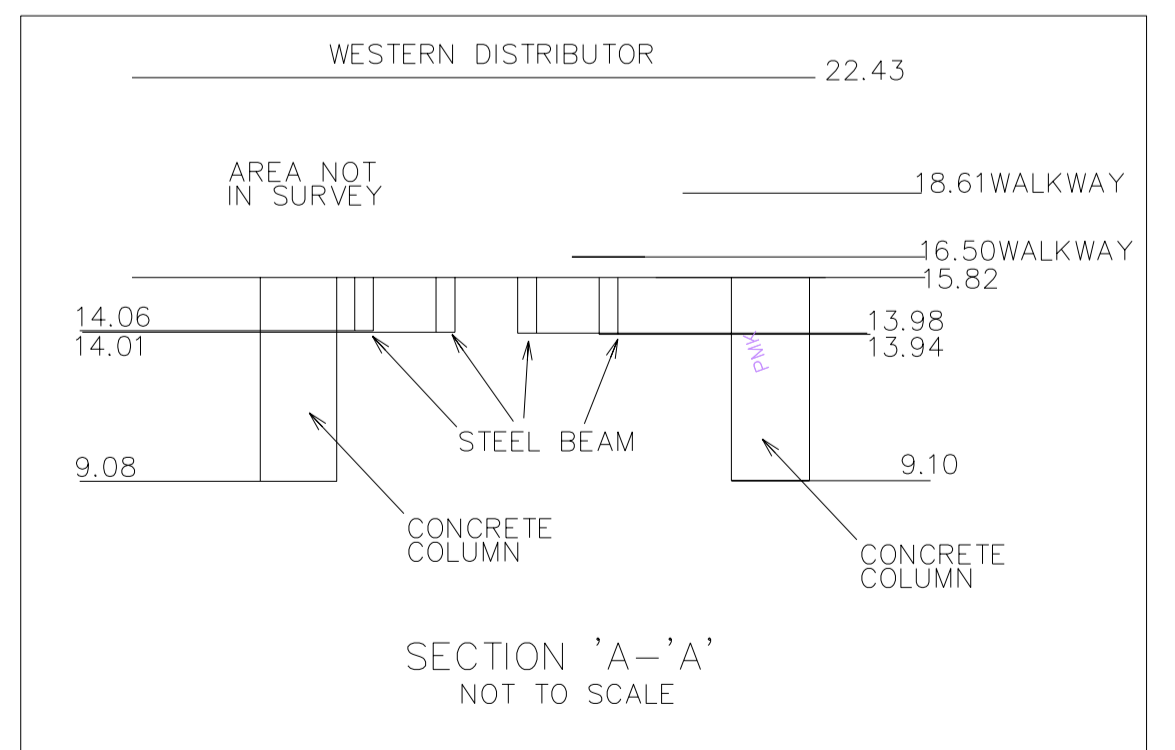
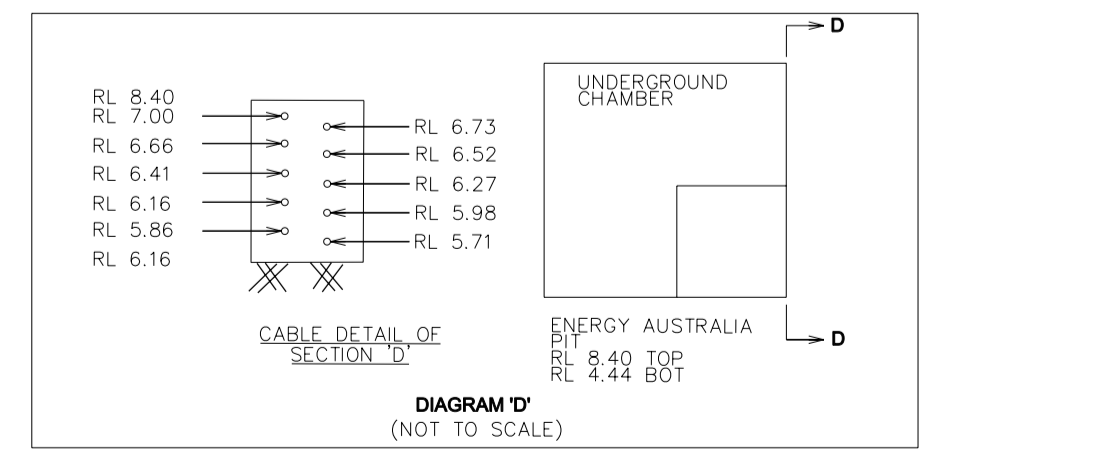
0.3m ← TRUNK DIAMETER
 6SP ← TREE SPREAD
 4H ← TREE HEIGHT

- 1. BOUNDARIES HAVE NOT BEEN SURVEYED. 2. REFER TO SHEET 2 FOR ELEVATION DETAIL.
- DENOTES THE STEPS TO THE WALK RAMP
- DENOTES THE WALK RAMP FROM GROUND LEVEL
- DENOTES THE WALK RAMP TO HIGHER LEVEL
- DENOTES THE MOTORWAY UPPER
- DENOTES THE MOTORWAY LOWER
- DENOTES BOUNDARY

- (A) EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1071263)
- (B) RESTRICTION ON THE USE OF LAND (DP 1071263)
- (C) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1071263)
- (D) EASEMENT FOR WATER MARK 1.55 WIDE (C97266 & C97266)
- (E) EASEMENT FOR UNDERGROUND HIGH TENSION CABLES 2.21 WIDE (C922806 & C927287)
- (F) EASEMENT FOR ELECTRICITY PURPOSES 0.795 WIDE (P598352)
- (G) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE AND VARIABLE (DP 639971)
- (H) EASEMENT FOR SEWER MARKS 1.55 WIDE (P598352)
- (I) EASEMENT FOR UNDERGROUND HIGH TENSION CABLE 1.525 WIDE (J308695)
- (J) EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 840467)
- (K) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 840467)



No.	RL	DETAILS
①	7.45	20mm CABLE
②	7.73	60mm CABLE
③	7.97	60mm CABLE
④	8.14	60mm CABLE
⑤	8.28	4 x 10mm CABLE
⑥	7.42	60mm CABLE
⑦	7.70	60mm CABLE
⑧	7.92	2 x 20mm CABLE
⑨	8.20	60mm CABLE



IMPORTANT NOTE:
 This plan is prepared for DEM from a combination of field survey and existing records for the purpose of designing new constructions on the land and should not be used for any other purpose.
 The title boundaries shown hereon were not marked by the author at the time of survey and have been determined by plan dimensions only and not by field measurement.

- LEGEND:**
- SEWER MANHOLE
 - UNCLASS SEWER
 - ⊕ SEWER VENT
 - SEWER LAMP HOLE
 - TELSTRA PIT 1.0x1.0
 - UNCLASS TELSTRA
 - THIN TELSTRA PIT
 - TELSTRA PIT
 - SIGN
 - UNCLASS ELECTRICITY
 - POWER POLE
 - LIGHT POLE
 - ELECTRICITY PIT
 - UNCLASS SERVICE
 - UNCLASS WATER
 - WATER METER
 - STOP VALVE
 - UNCLASS GAS
 - TAP
 - HYDRANT
 - GULLY PIT
 - JUNCTION BOX
 - GRATED PIT
 - DRAINAGE MANHOLE
 - STATE SURVEY MARK
 - SURVEY MARK
 - GAS PIT
 - GAS MARKER POST
 - UNCLASS GAS
 - TRAFFIC CONTROL SIGNAL
 - TRAFFIC JUNCTION BOX
 - TRAFFIC SIGNAL PIT

REVISION	DATE	DESCRIPTION	BY	APPROVED
01	9.01.09	DETAIL ADDED, CONTOURS UPDATED	113185AF/AG	CWH
00	10.12.08	ORIGINAL ISSUE	113185AA	CWH
			CCAD REF	APPROVED

SCALE: HORIZ. 1:250 VERT. 1:10
 CONTOUR INTERVAL: MAJOR 1.0 MINOR 0.5
 B1
 COORD. SYSTEM: MGA
 DATUM: AHD
 MARK ADOPTED: SSM 14659
 COORDINATES: E 333 266 286 N 6 250 057.691
 BM ADOPTED: SSM 14659
 RL: 20.635

HARD & FORESTER
 HARD & FORESTER
 23-25 Frederick Street
 PO Box 175
 Rockdale NSW 2216
 DX11116 Kogarah
 t: (02) 9597 9700
 f: (02) 9599 2146
 e: survey@hardforester.com.au
 www.hardforester.com.au
 Consulting Surveyors
 Hard & Forester Pty Ltd ABN 67 003 541 348

PROJECT: **GLOBAL SWITCH SYDNEY 2**
 PLAN SHOWING
 DETAIL & LEVELS AT CORNER
 OF PYRMONT STREET, QUARRY STREET
 AND FIG STREET, PYRMONT

SHEET 1 OF 2
DRAWING NUMBER
REV
113185001 01

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/632525

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/2/2010	8:59 AM	6	28/3/2007

LAND

LOT 3 IN DEPOSITED PLAN 632525
AT ULTIMO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM DP632525

FIRST SCHEDULE

GLOBAL SWITCH PROPERTY (AUSTRALIA) PTY LIMITED (T AB541692)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 C997267 EASEMENT FOR UNDERGROUND HIGH TENSION CABLES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT AND MEMORANDUM T447400
- 3 C997269 LAND EXCLUDES LINES OF WATER AND SEWERAGE PIPES AND TRANSMISSION LINES WITH ALL FITTINGS AND APPLIANCES IN CONNECTION THEREWITH
- 4 C922606 EASEMENT FOR UNDERGROUND HIGH TENSION CABLES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 X446277 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART OF THE LAND WITHIN DESCRIBED SHOWN SO BURDENED IN DP639971
- 6 DP1071263 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN HEIGHT & DEPTH) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1071263
- 7 DP1071263 RESTRICTION(S) ON THE USE OF LAND (LIMITED IN HEIGHT) (B) REFERRED TO AND NUMBERED 2 IN THE 88B INSTRUMENT
- 8 DP1071263 RESTRICTION(S) ON THE USE OF LAND (C) REFERRED TO AND NUMBERED 3 IN THE 88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

113185

PRINTED ON 9/2/2010

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/109652

SEARCH DATE	TIME	EDITION NO	DATE
9/2/2010	9:01 AM	6	21/4/2008

LAND

LOT 1 IN DEPOSITED PLAN 109652
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM DP109652

FIRST SCHEDULE

GLOBAL SWITCH PROPERTY (AUSTRALIA) PTY LIMITED
GLOBAL SWITCH AUSTRALIA PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES (T AD900305)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 2 F596332 EASEMENT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP435991
- 3 DP1071263 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN HEIGHT & DEPTH) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AB360900 LEASE TO GLOBAL SWITCH PROPERTY (AUSTRALIA) PTY LIMITED EXPIRES: 29/7/2049.
AB541690 VARIATION OF LEASE AB360900
AD510283 LEASE OF LEASE AB360900 TO AT & T GLOBAL NETWORK SERVICES AUSTRALIA PTY LTD OF AREA C ON LEVEL 2, 400 HARRIS ST., ULTIMO. EXPIRES: 31/5/2012.
AD510284 VARIATION OF LEASE AD510283
- * AD840615 LEASE OF LEASE AB360900 TO THE CROWN IN THE RIGHT OF THE STATE OF NEW SOUTH WALES (DEPARTMENT OF COMMERCE) OF THE PARTS OF LEVEL 4 SHOWN AS "LOCATION OF NOC" & "LOCATION OF TECHNICAL SPACE" ON PLAN (PAGE 3) WITH AD840615. EXPIRES: 22/4/2018.
- * AE560200 LEASE OF LEASE AB360900 TO TELSTRA CORPORATION LIMITED OF TECHNICAL SPACE, LEVEL 1, NORTH, 400 HARRIS ST, ULTIMO. EXPIRES: 4/2/2014. OPTION OF RENEWAL: 2 YEARS 6 MONTHS AND A FURTHER PERIOD OF 2 YEARS 6 MONTHS.
- * AE560201 LEASE OF LEASE AB360900 TO TELSTRA CORPORATION LIMITED OF TECHNICAL SPACE CSO4, 400 HARRIS ST, ULTIMO. EXPIRES: 4/2/2014. OPTION OF RENEWAL: 2 YEARS 6 MONTHS WITH A FURTHER PERIOD OF 2 YEARS 6 MONTHS.

END OF PAGE 1 - CONTINUED OVER

113185

PRINTED ON 9/2/2010

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 1/109652

PAGE 2

SECOND SCHEDULE (4 NOTIFICATIONS) (CONTINUED)

* AE560202 LEASE OF LEASE AB360900 TO TELSTRA CORPORATION
LIMITED OF TECHNICAL SPACE CS05, 400 HARRIS ST,
ULTIMO. EXPIRES: 4/2/2014. OPTION OF RENEWAL: 2
YEARS 6 MONTHS WITH A FURTHER TERM OF 2 YEARS 6
MONTHS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Information Provided Through
 RUDOV & ASSOCIATES P/L
 Ph. 0292678865 Fax. 0292676617

Title Search

LEAP Legal
 An Approved LPI NSW
 Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 12/632526

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/2/2010	8:22 AM	6	28/3/2007

LAND

LOT 12 IN DEPOSITED PLAN 632526
 AT PYRMONT
 LOCAL GOVERNMENT AREA SYDNEY
 PARISH OF ST ANDREW COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP632526

FIRST SCHEDULE

GLOBAL SWITCH PROPERTY (AUSTRALIA) PTY LIMITED (T AB541692)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 2 X446277 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART
 OF THE LAND WITHIN DESCRIBED SHOWN SO BURDENED IN
 DP639971
- 3 DP1071263 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN
 HEIGHT & DEPTH) AFFECTING THE PART(S) SHOWN SO BURDENED
 IN DP1071263
- 4 DP1071263 RESTRICTION(S) ON THE USE OF LAND (LIMITED IN
 HEIGHT) (B) REFERRED TO AND NUMBERED 2 IN THE 88B
 INSTRUMENT
- 5 DP1071263 RESTRICTION(S) ON THE USE OF LAND (C) REFERRED TO AND
 NUMBERED 3 IN THE 88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

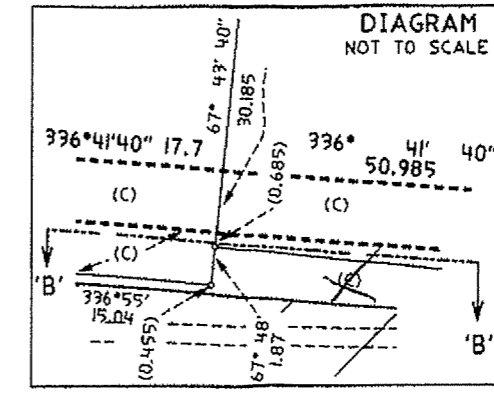
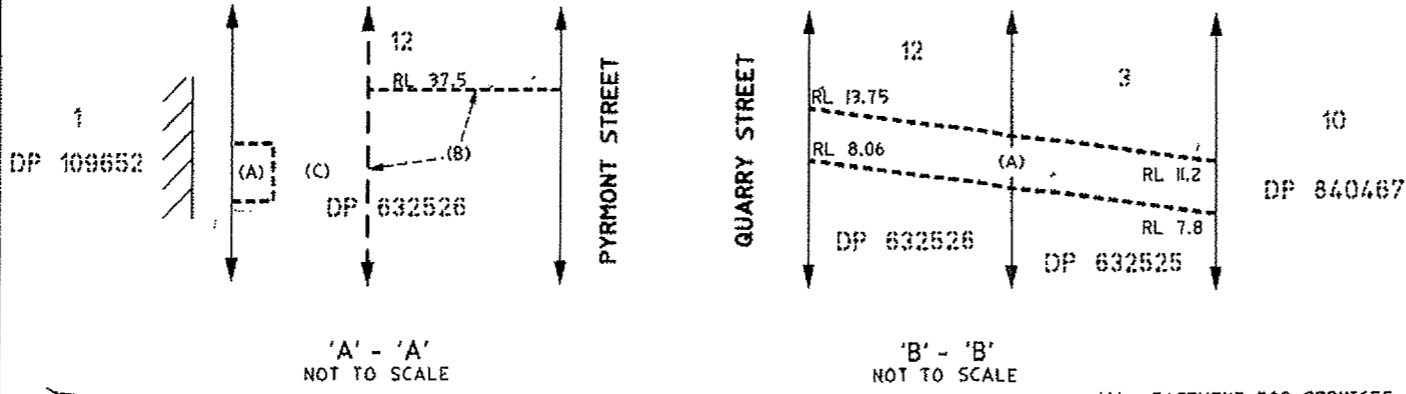
113185

PRINTED ON 9/2/2010

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF TITLE. WARNING. THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER. RUDOV & ASSOCIATES P/L CERTIFIES THAT THE INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN PROVIDED ELECTRONICALLY BY THE REGISTRAR-GENERAL IN ACCORDANCE WITH SECTION 96B(2) OF THE REAL PROPERTY ACT, 1900

SIGNATURES, AND SEALS ONLY

SYDNEY HARBOUR FORESHORE AUTHORITY
CHIEF EXECUTIVE OFFICER
ROBERT D. LANG



- (A) EASEMENT FOR SERVICES VARIABLE WIDTH
- (B) RESTRICTION ON THE USE OF LAND ON HEIGHT
- (C) RESTRICTION ON ERECTION OF IMPROVEMENTS VARIABLE WIDTH
- (D) EASEMENT FOR WATERMAIN 1.675 WIDE (C997266 & C997266)
- (E) EASEMENT FOR UNDERGROUND HIGH TENSION CABLES 2.21 WIDE (C922606 & C997267)
- (F) EASEMENT FOR ELECTRICITY PURPOSES 0.795 WIDE (DP 639971)
- (G) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE AND VARIABLE (DP 639971)
- (H) EASEMENT FOR SEWER MAIN 0.915 WIDE AND VARIABLE (F596332)

DP1071263
Registered: 26-8-2004
CA: _____
Title System: TORRENS
Purpose: EASEMENT
Ref Map: Sydney sh 102 #
Last Plan: DP 632525

PLAN OF OF EASEMENTS AND RESTRICTIONS WITHIN LOT 3 IN DP 632525 AND LOT 12 IN DP 632526

Lengths are in metres. Reduction Ratio 1:500
LGA: SYDNEY CITY
Locality: ULTIMO
Parish: ST ANDREW
County: CUMBERLAND

This is sheet 1 of my plan in 1 sheets.
(Delete if inapplicable).

Surveyors (Practice) Regulation 1996
I, JOHN PAUL MITTELHEUSER, of 32 FREDERICK STREET ROCKDALE NSW 2216 a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 19 September 2000. The survey relates to EASEMENTS WITHIN 3 & 12.

(Here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)
Datum Line: 'X' - 'Y'
Zone: Suburban/Electorate
(Signatures) *John Paul Mittelheuser*
Surveyor registered under the Surveyors Act 1929

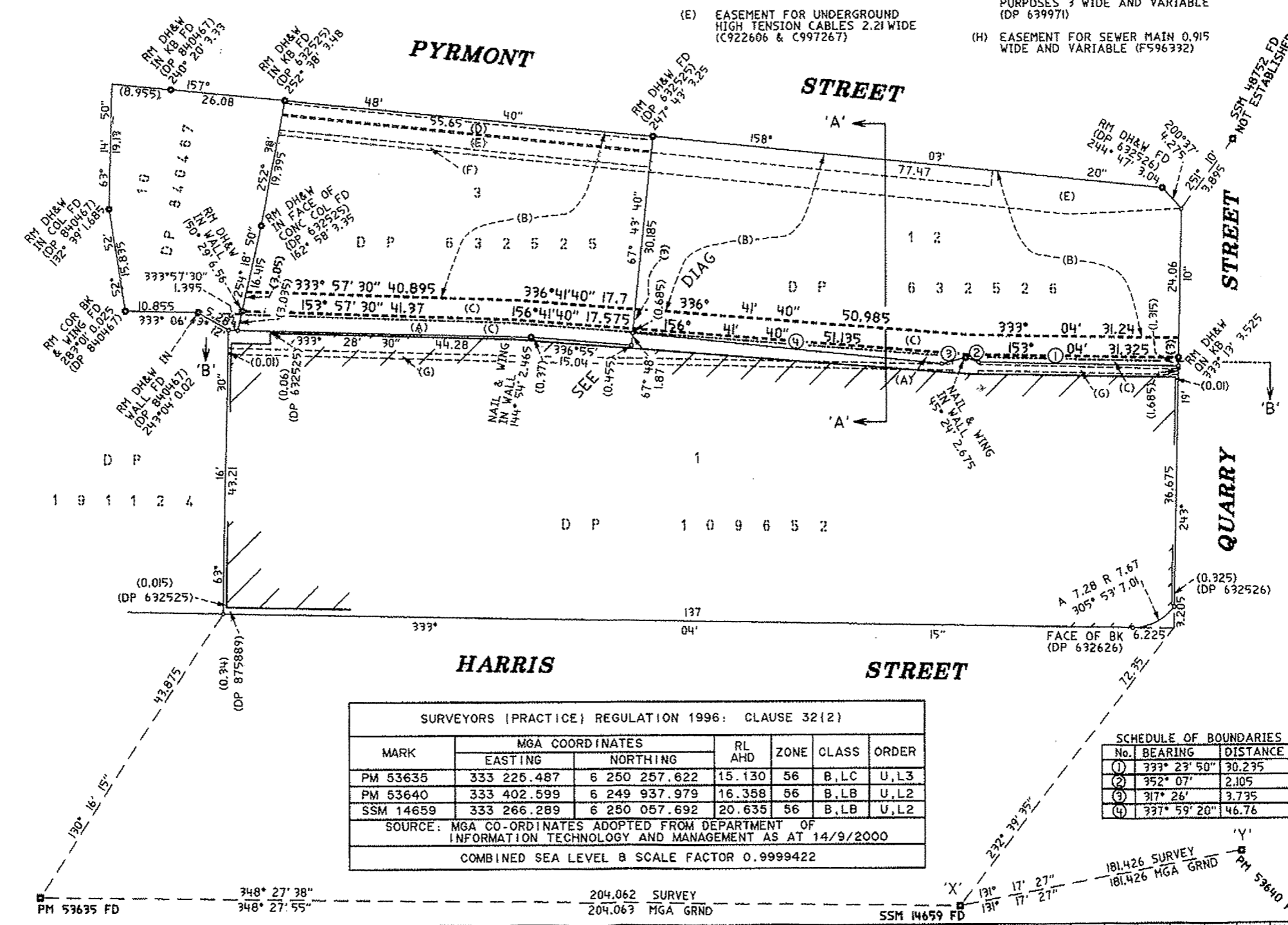
Plans used in preparation of survey/compilation:
DP 109652
DP 217563
DP 632525
DP 632526
DP 639971
DP 840467
DP 875889

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN HEIGHT) (A)
2. RESTRICTION ON THE USE OF LAND (LIMITED IN HEIGHT) (B)
3. RESTRICTION ON ERECTION OF IMPROVEMENTS VARIABLE WIDTH (C) THE USE OF LAND (C)

AMENDMENTS TO RESTRICTIONS MADE IN LPI (NSW) AT SURVEYOR'S REQUEST



SURVEYORS (PRACTICE) REGULATION 1996: CLAUSE 32(2)

MARK	MGA COORDINATES		RL AHD	ZONE	CLASS	ORDER
	EASTING	NORTHING				
PM 53635	333 226.487	6 250 257.622	15.130	56	B.LC	U.L3
PM 53640	333 402.599	6 249 937.979	16.358	56	B.LB	U.L2
SSM 14659	333 266.289	6 250 057.692	20.635	56	B.LB	U.L2

SOURCE: MGA CO-ORDINATES ADOPTED FROM DEPARTMENT OF INFORMATION TECHNOLOGY AND MANAGEMENT AS AT 14/9/2000
COMBINED SEA LEVEL B SCALE FACTOR 0.9999422

SCHEDULE OF BOUNDARIES

No.	BEARING	DISTANCE
①	333° 23' 50"	30.235
②	352° 07'	2.105
③	317° 26'	3.735
④	337° 59' 20"	46.76

Req:R898620 /Doc:DP 1071263 P /Rev:31-Aug-2004 /Sts:SC.OK /Prt:05-Aug-2005 17:10 /Pgs:ALL /seq:1 of 1

Crown Lands Office Approval

LAH APPROVED _____
Authorised Officer

Land District _____
Paper No. _____
Field Book _____

Subdivision Certificate

I certify that the provisions of s.169 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed _____ set out herein
(insert 'subdivision' or 'new road')

Authorised Person/General Manager/Accredited Certifier

Consent Authority: _____
Date of endorsement: _____
Accreditation no: _____
Subdivision Certificate no: _____
no: _____

In the plan to be lodged electronically in the Land Titles Office should include a signature in an electronic or digital format approved by the Registrar-General

Delete if inapplicable.

SURVEYOR'S REFERENCE: 9195AAAT/9195018A

PAPERS RETAIN PERMANENTLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN AMENDED BY A.R. MILLER 17-8-04

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 1 of 9 Sheets

**Plan of Easements and Restrictions
within Lot 3 in DP 632525 and Lot 12 in
DP 632526**

DP1071263

PART 1

**Full Name and address of
Proprietors of the land:**

Sydney Harbour Foreshore Authority,
Level 6, 66 Harrington Street, The Rocks

1	Identity of easement or restriction firstly referred to in the abovementioned plan:	Easement for Services Variable Width (A) (Limited in Height) (A)
----------	--	---

Schedule of Lots, etc. affected

Lot Burdened

Lots or authority benefited

Lot 3 DP 632525 and
Lot 12 DP 632526

Lot 1 DP 109652

2	Identity of easement or restriction secondly referred to in the abovementioned plan:	Restriction on Height (B) the use of land (Limited in Height) (B)
----------	---	--

Schedule of Lots, etc. affected

Lots Burdened

Lots or authority benefited

Lot 3 DP 632525 and
Lot 12 DP 632526

Lot 1 DP 109652

RDR

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 2 of 9 Sheets

**Plan of Easements and Restrictions
within Lot 3 in DP 632525 and Lot 12 in
DP 632526**

DP1071263

3 **Identity of easement or
restriction thirdly referred
to in the abovementioned
plan:**

Restriction on ^{the use of land} ~~Erection of Improvements~~
Variable Width (C)

Schedule of Lots, etc. affected

Lots Burdened

Lot 3 DP 632525 and
Lot 12 DP 632526

Lots or authority benefited

Lot 1 DP 109652

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 3 of 9 Sheets

Plan:

**Plan of Easements and Restrictions
within Lot 3 in DP 632525 and Lot 12 in
DP 632526**

DP1071263

PART 2

Definitions

For the purposes of this instruments, unless the contrary intention appears, the following terms have the following meanings:

“A.H.D.” means Australian Height Datum.

“Authorised User” means the Tenant, the Tenant’s lessees, contractors, representatives, employees and agents;

“Authority” means a government, semi-government, local government, statutory, public, ministerial, civil or other authority or body which has (where the context so requires) the capacity to issue orders or impose other regulations by or under Law;

“Conditions” means the conditions contained in each easement, covenant or restriction as applicable;

“Easement” means the easement for services hereby created, and includes the covenants relating to such easements contained herein;

“Easement Site” means in respect of the easement referred to firstly, marked (A) on the above plan which is limited in depth and height as shown in Section ‘B’-‘B’.

“Equipment” means tools, implements, materials, machinery and vehicles;

“GPO Land” means the land comprised in lot 1 in DP 109652;

“GPO Lease” means the lease to be entered into between Sydney Harbour Foreshore Authority as landlord and Global Switch (Australia) Pty Limited as tenant in respect of the GPO Land;

“Improvements” means all structures, improvements, fixtures and Equipment constructed, erected or installed from time to time on the Land (including but not limited to any support columns, foundations or footings constructed on the Land and plant, plant rooms and equipment);

“Land” means the whole of the land comprised in lot 3 in DP 632525 and lot 12 in DP 632526.

“Law” or **“Laws”** means any statute, ordinance, rule or regulation and includes any orders, notices or directions made under them;

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 4 of 9 Sheets

**Plan of Easements and Restrictions
within Lot 3 in DP 632525 and Lot 12 in
DP 632526**

DP1071263

“Occupier” means a lessee, sub-lessee, underlessee or licensee of the Proprietor of the Land and any mortgagee in possession of the assets of the Proprietor of the Land;

“Party” means the Proprietor of the Land and the Tenant;

“Proprietor of the Land” means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the Land, including without limitation any freehold or leasehold estate or interest in possession in the Land and each part of the Land or a prescribed authority within the meaning of section 88A of the Conveyancing Act 1919. Where, at any time, the Proprietor of the Land is an Authority, it shall include such Authority constituted from time to time, its successors, permitted assigns, any administrator of such Authority, any person appointed by or on behalf of the Authority to replace or administer such Authority, and any Minister responsible for such Authority;

“Services” means all services or any one or more of such services including but not limited to water, power, irrigation, gas, electricity, telephone, sewerage, drainage, security and monitoring, lighting, optic fibre transmissions, telecommunications, closed circuit security monitoring, closed circuit television monitoring, video, audio services, building entry points for telecommunications, and, subject to obtaining all necessary consents and approvals from the relevant Authority and subject further to the Tenant obtaining the prior written approval of the Landlord as to the location and design, fuel tanks and feeds to the fuel tanks.

“Servicing” will have a comparable meaning.

“Structures” means all structures, improvements, apparatus or any one or more of those things installed or to be installed within the Easement Site necessary or appropriate for the purposes of the Easement including but not limited to drains, fibres, cables, pipes, conduits, ducts, pumps, sumps, pits and traps;

“Repairs” means the repair, maintenance, renovation, alteration, renewing, reinstatement, testing, examining, cleansing and relaying (including preventative repair and maintenance) of the Structures;

“Setback Land” means that part of the Land as designated (C) in the plan.

“Tenant” means the lessee under the GPO Lease or if the Tenant or its nominee acquires the freehold in the GPO Land then that person as registered proprietor of the GPO Land.

“Works” means the construction and Repair of such fixtures, fittings and Structures as are required from time to time for the cost effective, efficient, safe and effective development, construction, commissioning, operation and maintenance of the Structures;

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 5 of 9 Sheets

**Plan of Easements and Restrictions
within Lot 3 in DP 632525 and Lot 12 in
DP 632526**

DP1071263

Interpretation

For the purposes of this instrument, the following rules of interpretation apply:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause, respectively, of this instrument.
- (e) Unless stated otherwise, one provision does not limit the effect of another.
- (f) A reference to any Law or to any provision of any Law includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (g) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.
- (h) Headings contained in this instrument are for information purposes only and must not affect the interpretation of this instrument.

1 Terms of easement for services firstly referred to in the abovementioned plan

1.1 Terms of the Easement

Full free and unimpeded right:

- (a) for the Tenant to, subject to clauses 1.2 and 1.5, have sole and exclusive use of the Easement Site to provide Services to or from the Easement Site; and
- (b) to construct a services tunnel on/in the Easement Site
- (c) for the Tenant to and Authorised Users to, subject to clause 1.3, do anything reasonably necessary for that purpose including:
 - (i) entering the Easement Site; and
 - (ii) taking anything onto the Easement Site; and

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 6 of 9 Sheets

**Plan of Easements and Restrictions
within Lot 3 in DP 632525 and Lot 12 in
DP 632526**

DP1071263

- (iii) from time to time repairing, maintaining and replacing pipes, wires, cables, conduits and structures providing Services within the Easement Site; and
- (iv) repairing, maintaining and renewing the services tunnel referred to above; and
- (v) bringing Equipment onto the Easement Site;
- (vi) such ancillary rights and powers as may be reasonably necessary to render this easement effective.

1.2 The Tenant cannot place any fuel tanks and feeds to fuel tanks in or on or within any part of the Easement Site unless it has first obtained the written approval of the Proprietor of the Land as to the location and design of any proposed fuel tanks and proposed feeds to fuel tanks and provided further that the location, design and erection of such proposed fuel tanks and feeds to fuel tanks is in accordance with the requirements of all relevant Laws and the Tenant has obtained all necessary consents and approvals from the relevant Authority.

1.2 Conditions

In exercising the rights referred to in clause 1.1, the Tenant must:

- (a) ensure all Works are done in a proper and workmanlike manner and in accordance with the requirements of any relevant Authority; and
- (b) cause as little inconvenience as is practicable to the Proprietor of the Land or any Occupier; and
- (c) cause as little damage as is practicable to the Easement Site and the Land and any improvements on the Easement Site and the Land; and
- (d) as soon as practicable after any such damage is occasioned, rectify the damage caused such that the Easement Site and the Improvements erected on it are restored to the same but not higher specification, performance and quality as existed at the time of damage or where that is not possible to such lesser standard as shall be approved by the Proprietor of the Land (such approval not to be unreasonably withheld); and
- (e) make good any collateral damage; and

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Lengths are in metres

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Plan

**Plan of Easements and Restrictions
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- (f) not interfere with the efficient, safe and effective construction, commissioning, maintenance and operation of any Improvements.

1.3 Conditions to Constitute Covenants

The conditions set out in clause 1.3 will constitute and be covenants and agreements by and between the Tenant and the Proprietor of the Land for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this Easement up until the expiry of the GPO Lease and that the maintenance and repair covenant set out in clauses 1.2(d) and 1.2(e) of the Easement constitute positive covenants for maintenance and repair under Section 88BA of the Conveyancing Act 1919.

1.4 Indemnity

The Tenant and the Authorised Users:

- (a) release the Proprietor of the Land from all actions, proceedings, claims, demands, costs, expenses, liabilities, losses and damages which may arise in respect of any accident or damage to property or death or injury to any person entering the Easement Site in pursuance of the rights granted under the Easement other than to the extent as may be caused by the negligent act or negligent omission of the Proprietor of the Land or its servants, agents or contractors; and
- (b) indemnifies the Proprietor of the Land from and against all actions, proceedings, costs, claims, demands, expenses, liabilities, losses and damages which the Proprietor of the Land may suffer or incur except to the extent they are caused or contributed to by or arising out of the negligent acts or negligent omissions of the Proprietor of the Land or its servants, agents or contractors.

1.5 Insurance

The Tenant must take out and maintain public liability insurance in respect of the rights conferred by the Easement for such sum as is reasonable in the circumstances but in any case for an amount not less than \$20 million or such other amount as advised from time to time by the Proprietor of the Land, per claim which will cover liability to the public for any loss of or damage to property and for injury (including death) to any third party arising out of or in connection with the rights under clause 1.1.

The insurance in question must note the interests of the Proprietor of the Land and the Tenant as co-insured.

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Plan:

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1.6 Acknowledgements

The Tenant agrees and acknowledges that the Proprietor of the Land may erect any building, structure or improvement over, around or in contact with the Easement Site provided the provision of the Services to and from the Easement Site and the exercise of the rights contained in clause 1.1 are not substantially, materially and adversely impaired.

2 Terms of restriction secondly referred to in the abovementioned plan:

2.1 Terms of restriction

The Proprietor of the Land covenants with the Tenant for the benefit of the Tenant that the Proprietor of the Land will not without the prior written consent of the Tenant erect or permit to be erected any Improvement above a height of KL 37.5 A.H.D.

2.2 Conditions to Constitute Covenants

The conditions of this restriction will constitute and be covenants and agreements by and between the Tenant and the Proprietor of the Land for themselves and their respective successors, assigns and transferees.

3 Terms of restriction thirdly referred in the abovementioned plan:

3.1 The Proprietor of the Land covenants with the Tenant for the benefit of the Tenant that the Proprietor of the Land will not without the prior written consent of the Tenant erect any Improvement over the Setback Land provided that Improvements does not include any paving, bitumen, concrete or other form of surface placed on the ground level of the Setback Land, plants, trees or shrubs and lighting apparatus, flagpoles, rubbish bins or benches.

3.2 The conditions of this restriction will constitute and be covenants and agreements by and between the Tenant and the Proprietor of the Land for themselves and their respective successors, assigns and transferees.

Name of person empowered to release, vary or modify the easement firstly referred to in the plan.

Up until the expiry of the GPO Lease the Tenant or if the lessee under the GPO Lease or its nominee becomes the registered proprietor of the GPO Land then that person as registered proprietor of the GPO Land and after the expiry of the GPO Lease the Proprietor of the Land.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO BE
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**Name of person empowered to release, vary or modify the restriction secondly referred to in
the plan.**

Up until the expiry of the GPO Lease the Tenant or if the lessee under the GPO Lease or its
nominee becomes the registered proprietor of the GPO Land then the lessee as registered
proprietor of the GPO Land and after the expiry of the GPO Lease the Proprietor of the Land.

**Name of person empowered to release, vary or modify the restriction thirdly referred to in
the plan.**

Up until the expiry of the GPO Lease the Tenant or if the lessee under the GPO Lease or its
nominee becomes the registered proprietor of the GPO Land then the Tenant as registered
proprietor of the GPO Land and after the expiry of the GPO Lease the Proprietor of the Land.

**THE SEAL of SYDNEY HARBOUR
FORESHORE AUTHORITY** was affixed in
the presence of, and the sealing is attested by:

[Signature]
.....
Witness

Annette Lang
.....

Name (Printed)

[Signature]
.....
Chief Executive Officer

ROBERT D. LANG
.....

Name (Printed)

