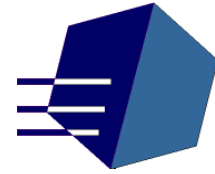


## **Appendix 8**

### *Environmental Report – Contamination, Soil and Water*



# CONSULTING EARTH SCIENTISTS

**ENVIRONMENTAL REPORT FOR GLENFIELD RECYCLING FACILITY  
CAMBRIDGE AVENUE, GLENFIELD, NSW**

REPORT ID: CES140707-EPS-AC

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**Reviewed by:** D. Johnson / D. Lowe

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**Client:** Environmental Property Services

**Date:** 19 December 2014

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**ENVIRONMENTAL REPORT FOR GLENFIELD  
RECYCLING FACILITY**

CAMBRIDGE AVENUE, GLENFIELD, NSW

REPORT ID: CES140707-EPS-AC

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# ENVIRONMENTAL REPORT FOR GLENFIELD RECYCLING FACILITY

CAMBRIDGE AVENUE, GLENFIELD, NSW

CES REPORT REFERENCE: CES140707-EPS-AC

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## LIST OF ABBREVIATIONS

ACM	Asbestos Containing Material
AHD	Australian Height Datum
ASS	Acid Sulfate Soil
AST	Aboveground Storage Tank
CC	Cook Cove Pty Ltd
BTEX	Benzene, Toluene, Ethylbenzene and Total Xylenes
CES	Consulting Earth Scientists Pty Ltd
CLM	Contaminated Land Management
COC	Chain of Custody
CoPC	Contaminants of Potential Concern
CT	Contaminant Threshold
CV	Coefficient of Variation
DECCW	Department of Environment and Climate Change and Water
DLWC	Department of Land and Water Conservation
DQO	Data Quality Objectives
EIL	Ecologically-based Investigation Level
EPA	Environment Protection Authority
ESA	Environmental Site Assessment
HIL	Health-based Investigation Level
LGA	Local Government Area
LPI	Land and Property Information Division
LEP	Local Environmental Plan
mBGL	metres Below Ground Level
mAHD	metres Australian Height Datum
nd	not detectable
NEPM	National Environment Protection Measure
NSW	New South Wales
OCP	Organochlorine Pesticide
OEH	Office of Environment and Heritage
PAH	Polycyclic Aromatic Hydrocarbon
PCB	Polychlorinated Biphenyl
PQL	Practical Quantitation Limit
QA/QC	Quality Assurance and Quality Control
RPD	Relative Percentage Difference
SAC	Site Assessment Criteria
SD	Standard Deviation
TRH	Total Recoverable Hydrocarbons
VOC	Volatile Organic Compound

# ENVIRONMENTAL REPORT FOR GLENFIELD RECYCLING FACILITY

CAMBRIDGE AVENUE, GLENFIELD, NSW  
Environmental Property Services

CES Document Reference: CES140707-EPS-AC

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## 1 INTRODUCTION

Consulting Earth Scientists Pty Ltd (CES) was commissioned by Environmental Property Services (EPS) (the Client) to prepare an Environmental Report for a proposed waste recycling centre at Glenfield Waste Services, Glenfield, New South Wales. The location of the Glenfield Waste Services Facility is shown on Figure 1.

Glenfield Waste Services operates a solid waste landfill and material recycling facility at their premises at Cambridge Avenue, Glenfield. The company is proposing to increase its recycling operations and relocate current recycling activities to unfilled land towards the southern end of the site. The proposed recycling facility will also be used as a waste or resource transfer station. CES understand that on-site recycling will be primarily sourced from commercial and industrial waste and construction and demolition waste with the capacity to process recycling of 450,000 tonnes per year.

The proposed location of the recycling facility is shown in Figure 2 and will occupy approximately 5ha.

This Environmental Report covers three aspects of the proposal: a waste report, a preliminary contamination report and a soil and water impact assessment report.

## 2 OBJECTIVES AND SCOPE

The Environmental Report has been prepared in the following three sections:

- Waste Report (Section 3);
- Preliminary Contamination Report (Section 4);
- Soil and Water Impact Assessment Report (Section 5).

## **2.1 WASTE REPORT**

The waste report outlines the quantities and types of waste anticipated to be processed at the facility. It has been prepared from information obtained from Glenfield Waste Services and discussion between CES and EPS regarding likely waste streams, details of the locations and sizes of stockpiles and the potential impacts of the waste and waste products.

## **2.2 PRELIMINARY CONTAMINATION REPORT**

An Environmental Site Investigation has been carried out on the site of the proposed facility, comprising a Stage 1 Desktop Environmental Site Assessment (ESA) and an intrusive preliminary environmental investigation.

### **2.2.1 STAGE 1 DESK TOP ENVIRONMENTAL SITE ASSESSMENT (ESA)**

The objective of the Stage 1 Desktop ESA is to assess the potential for contamination that may have arisen from past and/or present activities undertaken on and/or adjacent to the site through a site history review of available information.

This Stage 1 Desktop ESA has been prepared in general accordance with the requirements specified for a Phase 1 Preliminary Site Investigation, as published by the NSW Environment Protection Authority (EPA) in the *Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites* (NSW EPA, 1997) and *Guideline on Site Characterisation* (Schedule B2, NEPC 1999 as amended 2013).

To achieve the objectives of the Stage 1 Desktop ESA, CES has undertaken the following scope of works:

- Completion of a Stage 1 Desktop ESA involving a review of publicly available information including search of land titles, council zoning information, review of topographic plans, historical aerial photographs, sewer and service plans, search of WorkCover Authority records and review of hydrogeological information plus a search of nearby groundwater bores;
- Preparation of this Stage 1 Desktop ESA section of the report.

### **2.2.2 PRELIMINARY ENVIRONMENTAL SITE INVESTIGATION**

The objective of the Preliminary Environmental Site Investigation is to obtain information regarding the possible presence and extent of contamination at the site and the suitability (with respect to contamination) of the site for the proposed land uses.

The Preliminary Environmental Investigation comprised the drilling of four boreholes and environmental laboratory testing on soil samples obtained during the investigation.

Prior to commencement of the fieldwork, a Project Safety Plan (PSP) was prepared and services searches and scans were carried out to locate buried services so that these could be avoided during the investigation.

#### ***Boreholes***

Four boreholes (BH01 to BH04) were drilled using a site investigation drilling rig. The boreholes were augered in soil using solid flight augers and a tungsten-carbide 'TC' bit was used to advance the borehole until refusal. The boreholes were drilled to between 3.8m and 10.6m depth. An Environmental Scientist from CES undertook the logging of the boreholes, measuring any observed groundwater inflows and taking samples for environmental laboratory testing. Standard Penetration Tests (SPTs) were also carried out to assess soil strength and to obtain samples for logging. Upon completion, the boreholes were backfilled with the drill cuttings.

The locations of the boreholes are shown on the Investigation Location Plan presented in Figure 2 (located to the rear of this report). Positions of the boreholes were located using a hand-held GPS measured relative to MGA 94 (Zone 56). The borehole logs are presented in Appendix E.

### **2.2.3 LABORATORY TESTING**

To complement the Stage 1 Desktop ESA eight soils samples were obtained from the boreholes to provide preliminary information regarding the possible presence and extent of contamination at the site with respect to the proposed end use.

The collected soil samples were tested at a NATA accredited laboratory for the following suite of analytes:

- Heavy Metals (As, Cd, Cr, Cu, Pb, Hg, Ni, Zn);
- Polycyclic Aromatic Hydrocarbons (PAHs);
- Total Recoverable Hydrocarbons (TRH);
- Monocyclic Aromatic Hydrocarbons (BTEX);

- Polychlorinated Biphenyls (PCBs), Organochlorine Pesticides (OCP); and
- Asbestos

The preliminary environmental testing was carried out on soil samples obtained from the boreholes between ground level to a depth of 7.5m. The laboratory analysis methodology was based on the National Environmental Protection Measures (NEPM) Guidelines. The results from the environmental testing are summarised in Table 6 and the test certificates are presented in Appendix F.

The analytical results were then compared against the relevant guidelines to allow discussion on the likely impacts of any off-site migration of contaminants and discusses the suitability of the site for the proposed end use.

#### ***Quality Assurance/Quality Control***

CES implement project specific Quality Assurance/Quality Control (QA/QC) procedures to improve transparency, consistency, comparability, completeness and confidence. Inter-laboratory duplicates were taken at a rate of 1 out of every 20 samples collected.

The QA/QC sample was obtained as a duplicate sample from borehole BH1 between a depth of 1.0 to 1.5m.

### ***2.3 SOIL AND WATER IMPACT ASSESSMENT***

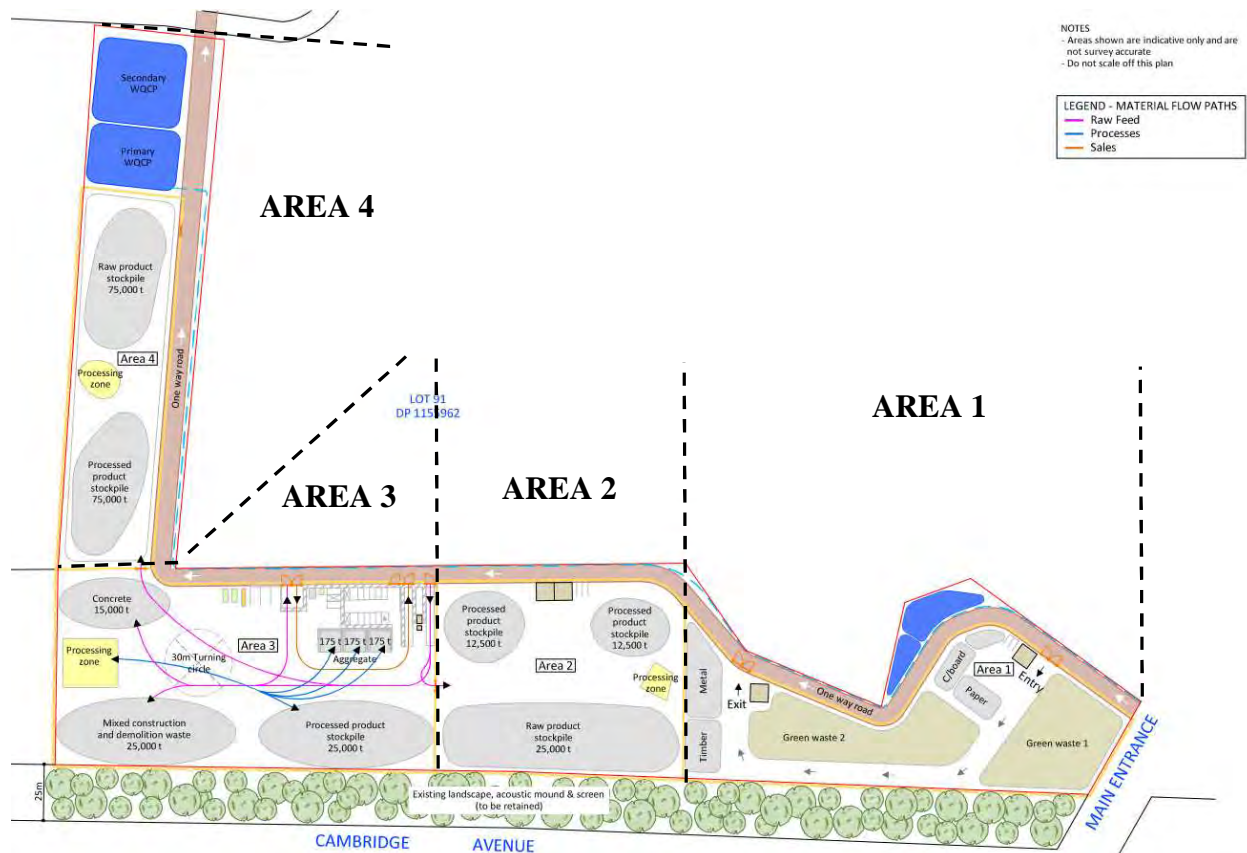
The soil and water impact assessment was completed to provide discussion and recommendations on a water balance for the development, waste water predictions, erosion and sediment control measures and stormwater management during construction. Preliminary assessments were also made on the potential for salinity, contamination, flooding and acid sulfate soils. The soil and water impact assessment was completed based on information gathered during the Stage 1 ESA and readily available published data.

## **3 WASTE REPORT**

### ***3.1 PROPOSED OPERATIONS OF MATERIALS RECYCLING FACILITY***

The proposed Materials Recycling Facility is understood to recycle a maximum 450,000 tonnes of material per year and is divided into four areas as shown below in Figure 3.

**Figure 3: Proposed Layout of the New Materials Recycling Centre**



The proposed layout is briefly explained below.

- Area 1 is located adjacent to the site entrance and is proposed to contain two stockpiles of green waste and stockpiles of paper, cardboard, timber and metal. Area 1 is accessed from a one-way traffic system that continues to the other three remaining areas.
- The southern part of Area 2 is to stockpile approximately 25,000 tonnes of raw material prior to processing.
- The northern part of Area 2, is to contain two stockpiles with a capacity of approximately 12,500 tonnes each of processed product proposed.
- Area 3 is proposed to be the main processing area where the raw product will be received prior to processing or fed direct to Area 2 or Area 4 for stockpiling prior to processing.

It is understood that materials for recycling will primarily comprise commercial and industrial waste and construction and demolition waste;

- The stockpile is proposed to contain approximately 15,000 tonnes of concrete and 25,000 tonnes of mixed demolition and construction waste for processing.
- Processed product will be placed in two separate stockpiles
  - 25,000 tonne stockpile in the south east corner of Area 3; and
  - 75,000 tonne stockpile at the southern end of Area 4.
- The raw product stockpile of Area 4 is understood to have a capacity of 75,000 tonnes.

### **3.2 WASTE STREAMS**

The proposed Materials Recycling Centre will allow Glenfield Waste Services to increase their recycling operations. A summary product analysis supplied to CES from EPS for period 01 January 2013 to 31 December 2013 indicated the following waste streams totalling 137,277 tonnes of waste:

#### ***Incoming Waste***

- Brick and Tile Masonry (639.18 tonnes);
- Construction and Demolition Waste under 100kg (7.44 tonnes);
- Card and Paper under 100kg (2.8 tonnes);
- Card and Paper (9.42tonnes);
- Charity (163.74 tonnes);
- Clean Concrete (388.10 tonnes);
- Commercial and Industrial Waste (10,682.16 tonnes);
- Construction and Demolition Waste (53,868.28 tonnes);
- Asbestos contaminated soil (2,378.90 tonnes);
- Free E-Waste (15.88 tonnes);
- General Solid Waste (11,911.04 tonnes);
- General Solid Waste under 100kg (41.34 tonnes);
- Green Waste under 100kg (20.96 tonnes);
- Green Waste (1,326.34 tonnes);
- General Solid Waste (clean) (917.74 tonnes);
- Insulation (28.42 tonnes);
- Large tree stumps (8.34 tonnes);
- Miscellaneous (3.88 tonnes);
- Plastic (77.08 tonnes);
- Plastic under 100kg (0.90 tonnes);
- Polystyrene Foam (1.52 tonnes);
- Sandstone (14,950.14 tonnes);
- Sort and Save less than 100kg (21.52 tonnes);
- Sort and Save (738.36 tonnes);

- Steel (21.78 tonnes);
- Timber Waste under 100kg (0.48 tonnes);
- Timber Waste (1,071.92 tonnes) and;
- Virgin Excavated Natural Material (102.04 tonnes).

### ***Recycled Out-Going Waste***

The following quantities of recycled materials were despatched from the site:

- Brick (996.04 tonnes);
- Cardboard and Paper (639.18 tonnes);
- CoMingled (4.94 tonnes);
- E-Waste (66.06 tonnes);
- Ferrous Waste (214.72 tonnes);
- General Solid Waste (0.06 tonnes);
- Green Mulch (1083.58 tonnes);
- Hard Plastic (92.18 tonnes);
- Miscellaneous (4.5 tonnes);
- Mixed Recyclables (82.42 tonnes);
- Plant Feed (2,228.42 tonnes);
- Plastic film clear (32.38 tonnes);
- Plastic film mixed (23.82 tonnes);
- Plastic pallets (1.5 tonnes);
- Sandstone (16,867.28 tonnes);
- Timber pallet (22.60 tonnes);
- General Solid Waste (14,753.80 tonnes) and;
- Timber/Mulch (1,275 tonnes).

Following relocation of the existing Waste Transfer Station to the new proposed site, it is considered that similar waste streams are likely with an increased capacity for storage and processing.

### **3.3 PROCESSING OPERATIONS**

The incoming material to be processed/recycled will be placed at the locations described in Section 3.1. The following technologies and anticipated operations are summarised below in Table 1:

**Table 1: Plant and Processing Operations**

<b>Plant Type</b>	<b>Operations</b>	<b>Operational Area</b>
4 x Front End Loaders (CAT 972 or similar)	Stockpiling material (raw and processed) and general material management.	All Areas
1 x Wheel Loader (CAT 950 or similar)	Stockpiling material (raw and processed) and general material management.	All Areas
2 x 45 Tonne Excavator (Hitachi or similar)	Sorting of raw products and loading trucks of processed product and general material management.	All Areas
1 x Excavator with Pulveriser (Hitachi or similar)	Sorting of raw products and crushing and breaking larger waste particles.	Mainly Area 3
1 x 8 Tonne Excavator	Site housekeeping and operations where smaller digging plant is required.	All Areas
1 x 7000 Litre Water Cart (CAT 769).	Dust suppression	All Areas
1 x Jaw Crusher (Powercrusher PC6 Mobile Jaw Crusher)	Processing materials, configured to produce required output processed materials.	Area 3
1 x Cone Crusher (Powercrusher PC21 Mobile Cone Crusher)	Processing materials, configured to produce required output processed materials.	Area 3
1 x Screen (Powercrusher HCS5515 Mobile Screen)	Processing materials, configured to produce required output processed materials.	Area 3
1 x Shredder	Processing materials, configured to produce required output processed materials.	Area 3

### **3.4 WASTE MANAGEMENT**

New South Wales Environmental Protection Authority NSW Waste Avoidance and Resource Recovery Strategy 2013-21 (DRAFT) details a Waste Avoidance and Resource Recovery Strategy, the WARR Strategy for the NSW Government's vision for the environmental and

economic future of the state. Key issues driving the WARR Strategy included the loss of valuable resources, including space to landfill, the rising costs of virgin material and the impact of waste on human health. A waste hierarchy was developed in order of preference to achieve efficient resource use as shown in Figure 4:

**Figure 4: Waste Hierarchy**



*Source: NSW Waste Avoidance and Resource Strategy 2013-21 (Draft)*

Glenfield Waste Services will be operating under the reuse/recycle stages of the hierarchy and will assist in the aims and objectives of the WARR by providing a facility to allow the community and industry to use recycled materials. As well as reducing the waste going into landfill, energy, water and other resources can also be saved that would have otherwise been used to produce new materials. Measures that could be implemented by Glenfield Waste to assist in the aims of the WARR are:

- Provide clear signage and advertisement of waste disposal, recovery and recycling operations for the general public and industry;
- Build partnerships with local industry to reduce waste by increasing recycling;
- Implement and maintain best practise resource recovery systems;
- Comply with regulations.

### ***3.5 MANAGEMENT OF POTENTIAL IMPACTS ASSOCIATED WITH THE PROPOSED RECYCLING AND WASTE TRANSFER FACILITY***

Without adequate management, there is potential for environmental impact associated with stockpiling, processing and disposing of waste. Environmental impacts could include products generated from the waste and during waste processing, such as leachate, dust, noise and gas emissions such as methane. Environmental impacts could also include contamination of the ground and surface waters and chemical/petroleum spills as part of the operations. It is recommended that a series of management plans are prepared to address the ongoing management and operation of the waste transfer facility.

The following Management Plans should be prepared and implemented:

- Safety Management Plan;
- Environmental Management Plan;
- Operations Management Plan;
- Waste Acceptance and Stockpile Management Plan;
- Air Quality and Odour Management Plan;
- Pollution Incident Response Management Plan.

## **4 PRELIMINARY CONTAMINATION ASSESSMENT**

The Preliminary Contamination Assessment has been prepared based on two phases of investigation at the proposed Recycling and Waste Transfer Facility. The first phase of the investigation comprised a Stage 1 Desktop ESA. Based on the findings of the Stage 1 ESA, a Preliminary Environmental Site Investigation was undertaken.

### ***4.1 STAGE 1 DESKTOP ENVIRONMENTAL SITE ASSESSMENT (ESA)***

Prior to fieldwork commencing, the Stage 1 Desktop ESA was completed to assist with planning the fieldwork stages of the investigation. The site information presented below is based on a review of publicly available sources.

#### ***4.1.1 SITE IDENTIFICATION***

The site is located at the Glenfield Waste Services Property at Cambridge Avenue Glenfield, New South Wales, within the Local Government Area (LGA) of Campbelltown City Council. The site is legally described as Lot 1 DP 113201, Lot 2, DP 333578, Lot 3 DP 736881 and Lot 91 DP 1155962. The site for the proposed recycling and waste transfer facility is roughly L-shaped and measures on the longest axis approximately 320m from north to south and 500m east to west.

#### **4.1.2 SITE ZONING AND LANDUSE**

A review of the Campbelltown City Council LEP 2002 indicated that the subject site is zoned as regional open space across the eastern portion with the remaining area at the site zoned as rural.

#### **4.1.3 TOPOGRAPHY**

The Liverpool 1:25,000 Topographic Map 9030-II-S (Edition 1 National Topographical Map Series 1983), indicates that the site has an elevation of between 10 and 20 metres Australian Height Datum (AHD). The Burton & Field Survey Drawing titled Plan of Contour Survey for Part of Glenfield Waste Site, Cambridge Avenue, Glenfield, Issue A, Sheet 1, dated 13 June 2014 indicates the site varies in elevation from between about 13m AHD towards the northern corner up to 23m AHD in the southwest corner. From west to east the site falls down from 21m AHD down to 15m AHD to the top of a relatively steep Georges River bank that falls from around 14m AHD to about 5m AHD. From south to north, the site generally decreases in elevation from about 23m AHD down to 13m AHD.

#### **4.1.4 GEOLOGY**

The Penrith 1:100,000 Geological Series Sheet 9030 (Geological Survey of NSW, 1991) indicates that the majority of the site is overlain by Quaternary Alluvial Deposits over Ashfield Shale Bedrock of the Wianamatta Group. The Quaternary Alluvium is described as medium-grained sand, clay and silt and the Ashfield Shale is described as dark-grey to black claystone-siltstone and fine sandstone-siltstone laminae.

#### **4.1.5 SOILS**

The Penrith 1:100 000 Soil Landscape Series Sheet 9030 (Soil Conservation Service of NSW, 1989) indicates that the soils overlying the site consist of Freemans Reach soils. These soils are likely to comprise alluvial soil, soloth and dark podzolic soils.

#### **4.1.6 HYDROLOGY**

The Liverpool 1:25,000 Topographic Map 9030-II-S (Edition 1 National Topographical Map Series 1983, indicates the following surface water features close to the site; Georges River along the eastern site boundary, Bunbury Creek approximately 1km to the south and Glenfield Creek approximately 1.3km to the north. The Georges River and Glenfield Creek flow to the north and Bunbury Creek flows to the north east until it converges with the Georges River.

#### **4.1.7 HYDROGEOLOGY**

Based on the information obtained during the Stage 1 ESA and the results of the intrusive ground investigation works, it is assessed that natural soils will likely be encountered at the location of the proposed recycling and waste transfer facility. Fill was not encountered during the ground investigation fieldworks.

The solid geology across the site is likely to comprise a weathered Ashfield Shale profile, grading from residual soil into shale bedrock with increasing depth. Towards the northern half of the site and close to the eastern site boundary, Quaternary Alluvium is likely to be encountered as discussed in Section 4.2.1. From experience in the area and similar sub-surface conditions at other sites, ground permeabilities are likely to be variable within the Alluvial soils which will be dependent on the particle sizes of the formation. Where fine grained soils are encountered such as clays and silts, permeabilities will be generally low with higher permeabilities experienced in the more granular sandy soils. Migration of contaminants are possible (if present) in the more granular Alluvial soils such as the sand layer identified in BH2.

Permeability of the weathered Ashfield Shale is usually relatively low within both the residual soil and weathered bedrock. Higher permeabilities may be experienced when faults and sheared zones are present. Whilst migration or infiltration of contaminants is possible, the typically low permeability of the residual soil and rock is likely to limit the ability for contaminants to migrate significantly.

Groundwater was not observed in the boreholes, indicating that the permanent groundwater lies at a depth of greater than 12m in the vicinity of the site. Based on the location of the site and surrounding topography, it would be reasonable to assess that groundwater will flow in a generally easterly direction towards the Georges River. If contaminants were present within the more granular Alluvium, there is the possibility of hydraulic continuity with the Alluvial soils present on site and Georges River.

#### **4.1.8 SITE HISTORY**

Several sources were investigated to determine the history of land use at the site. The following list details the sources of historical information and a summary of information provided by each source:

- Environmental Legal Searches: Proprietors and Lease Holders Title Search - Historical title information;
- NSW Department of Lands LPI Title Search;
- Historical aerial photographs (1956 to 2005);
- WorkCover NSW: Searches of Dangerous Goods licensing records;
- Sewer and Service Plans; and
- Department of Natural Resources: Licensed Groundwater Bore Database.

#### **4.1.9 PROPERTY TITLE INFORMATION**

A title deeds search was conducted by Environmental Legal Searches. A summary of the results is provided in Table 2. Where available, the original title and lease documents are provided in

Appendix A. A search of the most recent lease holders was also conducted and summarised in Table 3.

**Table 2: Summary of Proprietors**

<b>Lot</b>	<b>Year</b>	<b>Proprietor</b>
Lot 1 DP 113201 Lot 2 DP 333578 Lot 91 DP 1155962	1961-To Date	J C & F W Kennett Pty. Limited
	1955-1961	John Clayton Kennett (orchardist), Frank William Kennett (orchardist)
	1903-1955	Clifford Clayton Kennett (farmer)
Lot 3 DP 736881	1987-To Date	Figela Pty. Limited
	1983-1987	Stantavus Pty. Limited
	1965-1983	John Clayton Kennett (orchardist)
	1961-1965	J C & F W Kennett Pty. Limited
	1958-1961	John Clayton Kennett (orchardist), Frank William Kennett (orchardist)
	1936-1958	His Most Gracious Majesty King Edward The Eighth
	1903-1936	Clifford Clayton Kennett (farmer)

Source: Environmental Legal Searches, 2014.

**Table 3: Summary of Lease Holders**

<b>Lot</b>	<b>Lessee</b>
Lot 1 DP 113201 Lot 2 DP 333578 Lot 91 DP 1155962	Lease AF947593 to Boral Resources (NSW) Pty. Limited Part of Lot 91 DP 1155962. Expires: 1/2/2015
	Lease M563321 affected by R120652 Transmission Lessee now Kathleen Viola Partlett of Glenfield, widow. Registered: 12/3/1979
	Lease M563321 to William Thomas Partlett of Sylvania Waters, accountant, and Kathleen Viola Partlett, his wife. Of premises being the building known as 'Hazelwood Park'. Dated: 14/10/1971
Lot 3 DP 736881	Lease AG711888 to Crown Castle Australia Pty. Limited Recorded: 26/4/2012; Commences: 1/10/1929 Expires: 30/9/2034
	Lease AG711887 to Crown Castle Australia Pty. Limited Recorded: 26/4/2012; Commences: 29/11/1924 Expires: 30/9/2029

<b>Lot</b>	<b>Lessee</b>
	Lease AG711886 to Crown Castle Australia Pty. Limited Recorded: 26/4/2012; Commences: 29/11/2019 Expires: 30/9/2024
	Lease AG711885 to Crown Castle Australia Pty. Limited Recorded: 26/4/2012; Commences: 29/11/1914 Expires: 30/9/2019
	Lease AG711884 to Crown Castle Australia Pty. Limited Recorded: 26/4/2012 Expires: 30/9/2014
	Lease AG711883 to Telstra Corporation Limited Recorded: 26/4/2012 Expires: 29/2/2016
	Lease AC243581 to Crown Castle Australia Pty. Limited Part of land contained in the Folio Identifier 3/736881. Commencing Date: 1/10/2014 Terminating Date: 30/9/2019
	Lease AC243580 to Crown Castle Australia Pty. Limited Part of land contained in the Folio Identifier 3/736881. Commencing Date: 1/10/2009 Terminating Date: 30/9/2014
	Lease AC243579 to Crown Castle Australia Pty. Limited Part of land contained in the Folio Identifier 3/736881. Commencing Date: 1/10/2004 Terminating Date: 30/9/2009
	Transfer of Lease 9496388 Transferor: Lucent Technologies Australia Pty. Limited Transferee: Telstra Corporation Limited Dated: 28/2/2003
	Lease 9496388 to Lucent Technologies Australia Pty. Limited Part of Lot 3 DP 736881. Permitted Use: Installation, testing, operation, maintenance and replacement of equipment for a mobile telephone network. Commencing Date: 1/3/2011 Terminating Date: 29/2/2016
	Lease 9496387 to Lucent Technologies Australia Pty. Limited Part of Lot 3 DP 736881. Permitted Use: Installation, testing, operation, maintenance and replacement of equipment for a mobile telephone network. Commencing Date: 1/3/2006 Terminating Date: 28/2/2011
	Lease 9496386 to Lucent Technologies Australia Pty. Limited Part of Lot 3 DP 736881. Permitted Use: Installation, testing, operation, maintenance and replacement of equipment for a mobile telephone network.

Lot	Lessee
	Commencing Date: 1/3/2001 Terminating Date: 28/2/2006 Transfer of Lease 7253388 Transferor: Vodafone Network Pty. Limited Transferee: Crown Castle Australia Pty. Limited Dated: 17/3/2003 Lease 7253388 to Vodafone Network Pty. Limited Part of Lot 3 DP 736881. Commencing Date: 1/10/1999 Terminating Date: 30/9/2004 Option of renewal: 5 years
Source: Environmental Legal Searches, 2014.	

#### **4.1.10 HISTORICAL AERIAL PHOTOGRAPH INTERPRETATION**

Historical aerial photographs from the NSW Department of Lands LPI Division were examined for the years: 1956, 1965, 1979, 1991 and 2005. Copies of the historical aerial photographs are provided in Appendix B. Table 3 summarises the changes to the site and surrounding area over the period of 1956 to 2005.

**Table 4: Aerial Photograph Interpretation**

<b>Year of Aerial Photograph</b>	<b>Description</b>
1956	<p>The site of the Glenfield Services property in 1956 was a triangular parcel of land that was bounded to the west by a Railway Line (current Southern Rail Line), to the east by Georges River and to the south by an east to west trending road (currently Fergusson Street and Goodenough Street).</p> <p>The southern third of the site was occupied by trees and the remainder of the site (to the north) was largely open fields and orchards. Beyond the Railway Line to the west was mainly open fields, to the east beyond George's River was mainly bushland with an industrial area to the northeast. To the south of the site was mainly open fields and orchards. The site of the proposed recycling and waste transfer station was within the wooded area to the south.</p>

<b>Year of Aerial Photograph</b>	<b>Description</b>
1965	<p>The 1965 aerial photograph shows quarrying operations mainly along the northern half of the eastern boundary of the main Glenfield Services site. Approximately 50% of the orchards shown on the 1956 aerial photograph were no longer present.</p> <p>At the site of the proposed recycling and waste transfer station, trees had been felled at the southern half of the site.</p>
1979	<p>By 1979 quarrying operations had extended towards the western boundary of the main Glenfield Waste Services site.</p> <p>Little changes were observed at the site of the proposed recycling and waste transfer station.</p>
1991	<p>By 1991, quarrying was present throughout the majority of the site. The East Hills Rail Line had been constructed from east to west dissecting the site from north to south. The quarrying operations were mainly to the north of the railway line, but a large operational area was present between the rail line and the site of the proposed recycling and waste transfer station. Cambridge Avenue had also been constructed bounding the southern boundary of the proposed recycling and waste transfer station.</p>
2005	<p>The 2005 photograph showed extended quarrying operations towards the northern tip of the site. Partial landfilling had occurred across the site. Little change had occurred at the site of the proposed recycling and waste transfer station.</p>
Source: NSW Department of Lands LPI Division.	

#### **4.1.11 WORKCOVER NSW RECORDS**

A search of the NSW Stored Chemical Information Database and microfiche records pertaining to a Licence to Keep Dangerous Goods maintained by WorkCover has been commissioned. WorkCover NSW indicated that there was no Dangerous Good listed on their records for the lots of the subject site. The WorkCover NSW letter and results of the searches are provided in Appendix C.

#### **4.1.12 SEWER AND SERVICE PLANS**

Review of recent Dial Before You Dig (DBYD) plans indicate no underground services were present on site.

#### **4.1.13 GROUNDWATER BORE SEARCH**

A search of the groundwater database maintained by the Department of Water and Energy (NSW Resource Atlas) was performed. The search indicated that two registered test bores GW112474 and GW108346 are located 3.6 km south and southwest respectively of the site. At this distance, it is highly unlikely that these bores would be affected by any contaminating past activities that may have occurred at this site. Several private monitoring bores were also located on the site boundary. A copy of the borehole map and the test bore details are provided in Appendix D.

#### **4.1.14 SITE CONDITION AND THE SURROUNDING ENVIRONMENT**

##### **Current Occupier and Operations**

At the time of the site walkover by CES, the site was mainly open grass land with wooded areas along the southern border and to the west. Entrance to the Glenfield Waste Facility is located to the south east of the site off Cambridge Avenue. A weighbridge, site office and a maintenance workshop were located on site, with associated internal access roads.

##### **Site Description**

The site description is based on observations made during a drilling supervision undertaken by CES on 02 September 2014.

The site is accessed from the south on Cambridge Avenue, approximately 900m to the west of the intersection of Cambridge Avenue and Moorebank Avenue. From the entrance, the site is relatively level, with grassland to the north and east and tree covered areas to the west. The site for the proposed recycling and waste transfer facility is a roughly L-shaped area of land and is proposed to be located approximately centrally along the southern site boundary. The eastern boundary of the site is denoted by the Georges River. The Glenfield Waste Landfill is located to the north beyond the entrance road which arcs across the north of the site to the west, from the entrance. The northern area between the site and access road is slightly elevated and acts as a visual buffer from the existing landfill and recycling facilities. A small pond was observed to the northwest of the site close to borehole BH04.

##### **Tanks and Associated Services**

No obvious indications of underground storage tanks (UST) or above ground tanks and services (i.e. bowser, vents or fill points) were observed during the site walkover which is consistent with the findings from the WorkCover NSW searches.

Reference to the historical aerial photographs indicates that the majority of the landfill and recycling activities were undertaken to the north of the site and it has remained relatively undisturbed with the exception of some minor roads and a few small site support buildings.

##### **Fill**

No obvious indications of fill were observed during the site walkover.

### **Odours and Staining**

No unusual odours, staining or evidence of vegetation stress that could be potentially associated with contamination were noted during the site inspection.

### **Hazardous Materials, Chemicals and Wastes**

No obvious signs of hazardous materials, chemicals or wastes were identified during the site visit.

### **Surrounding Land Use**

Descriptions of the surrounding areas at the time of the Phase 1 assessment, are described below:

- **North:** Glenfield Waste Services Landfill operations and current recycling facility
- **East:** Georges River and woodland, with sparse residential properties.
- **South:** Grassland immediately to the south, with residential properties beyond.
- **West:** Railway lines immediately to the west with small industrial and residential properties beyond.

#### ***4.1.15 PRELIMINARY CONCEPTUAL SITE MODEL***

##### **General**

Section 4.1.15 identifies the potential contaminants of concern, sources, pathways and receptors that may be associated with the site based on its known history and current land use. This information is used to identify all potential pollutant linkages and provide indicative information on the extent and risks posed by contamination that may be present on site.

##### **Potential Sources of Contamination**

Potential contemporary sources of contamination of the site are discussed below.

##### **Historic Potential Sources**

From a review of historical information relating to the site and surrounding areas, there is a potential from the historic activities of nearby quarrying. No quarrying activities appear to have been carried out on the site based on the site history with the site remaining largely undeveloped. The historical photograph of 1991 showed quarrying operations adjacent to the proposed location of the recycling and waste transfer station which by 2005 had been backfilled. There is a potential for contamination from former quarrying operations caused by spills during refuelling and maintenance of plant used in the quarrying. There is also the potential for contamination from the subsequent backfilling of the quarry at the end of the operations however any such incidents are likely to have occurred outside the footprint of the proposed development site.

##### **Current Potential Sources**

As the site comprised predominantly undeveloped land, the majority of the site is likely to present a low potential for contributing contamination. Close to the site entrance is a plant

maintenance workshop which is understood to be used for servicing of plant and equipment. There is a potential for contamination at this location associated with hydrocarbons and other oils that maybe used in plant maintenance. This location was targeted for investigation with borehole BH1 drilled to the west side of the maintenance building.

### **Off Site Potential Sources**

Based on a brief visual assessment of the surrounding land uses during the site inspection, there is potential for polluting sites in the vicinity of the subject site based on the historical quarrying operations and current landfilling activities at Glenfield Waste.

### **Potential Pathways**

The pathways through which contaminants may reach receptors are in part dependent on the nature and behaviour of the contaminant. The following potential pathways have been identified:

- Soil ingestion and dermal contact with impacted soils;
- Inhalation of contaminants in the particulate form (dust);
- Volatilisation and migration of volatile organic contaminants from soil and/or perched groundwater to indoor (following future building construction) or outdoor air and inhalation;
- Dissolution or suspension (leaching) of contaminants from site soils into perched groundwater;
- Lateral migration of contaminants in perched groundwater (dissolved and immiscible phases) to surface waters;
- Dermal contact with abstracted perched groundwater; and
- Ingestion of abstracted perched groundwater.

Preferential flow pathways may be provided by:

- More permeable layers within the Alluvium or fractured shale (if present);
- Future underground services,
- Proposed Footings.

### **Receptors**

Potential sensitive receptors (on and off-site) are listed below:

- Construction workers during the construction of the proposed recycling and waste transfer station;
- Future site workers;
- Perched water and Groundwater;
- Surface water and;
- Georges River.

## **Preliminary Conceptual Model**

The identified potential sources of contaminants, pathways and receptors have been assessed to establish plausible pollutant linkages.

A potential pollutant linkage has been identified through more granular Alluvial soils that may be present across the site. However, this is based on the assumptions that historical contamination has occurred off-site and that migration has occurred onto the site. Apart from localised contamination associated with the plant maintenance workshop, it is unlikely that significant contamination has been sourced from this site.

### **4.1.16 SUMMARY FINDINGS OF THE STAGE 1 DESKTOP ESA**

From a review of historical information relating to the site and surrounding areas, researching local and regional environmental settings and observations made from the site visit, CES assessed with respect to contamination, that the subject site presents a potential low risk to human health and the environment.

## **4.2 RESULTS OF THE PRELIMINARY SITE INVESTIGATION**

Four machine drilled boreholes (BH01 to BH04) were drilled across the site. The boreholes were drilled for preliminary environmental purposes.

### **4.2.1 SUMMARY OF SUB-SURFACE CONDITIONS**

A sub-surface ground model has been prepared for the site and is presented in Table 5.

**Table 5: Inferred Sub-Surface Ground Model**

<b>Geological Unit</b>	<b>Depth to base of Unit</b>	<b>Thickness (m)</b>	<b>Description</b>
1. TOPSOIL	0.3	0.3	Sandy Clay, low to medium plasticity, orange to brown.
2. QUATERNARY ALLUVIUM	0.3 - 8.0	1.0 - 7.7	Variable composition including sandy Clay, gravelly Clay and Sand. Clays are low to medium plasticity orange to brown with variable consistency from soft to very stiff. Sand is fine to medium grained, brown and loose.
3. RESIDUAL SOIL	2.6 - 9.6	1.3 - 3.6	Clay to Sandy Clay, low to high plasticity, orange to grey. Very stiff to hard
4. SHALE	Not Penetrated	-	Siltstone, grey, dark grey and brown, estimated low strength.

The sub-surface profile encountered in the boreholes is consistent with the geological unit boundaries shown on the geological map sheet as summarised in Section 4.1.4. The boundary between the Quaternary Alluvium and the Ashfield Shale bedrock is shown on the map located to the south of the East Hills Rail Line which is consistent with the soil and rock profile encountered in the boreholes.

A 0.3m thick layer of topsoil was observed in all four boreholes. In BH4, a 1m thick layer of Alluvial gravelly clay was encountered below the topsoil to 1.3m which was located close to the geological boundary of the Quaternary Alluvium and Ashfield Shale.

Alluvium to 8m depth was recorded in BH2 consistent with a north-south trending Alluvial deposit shown on the geological map sheet. BH1 and BH3 were located to the south and east of the Alluvial deposit with drilling refusal on shale bedrock experienced at 3.8m and 3.9m respectively. In all boreholes a profile of residual soil varying in thickness between 1.3m and 3.6m was encountered above the shale bedrock. Where Alluvium was encountered the incised bedrock was encountered at deeper depths of between 4.5m and 9.6m.

Groundwater was not observed in any of the boreholes over the depths investigated.

#### **4.2.2 SITE ASSESSMENT CRITERIA**

The development of a conceptual site model (CSM), as presented in Section 4.1.15, is an essential element of site assessment and informs the selection of appropriate investigation and screening criteria. A balance between the use of generic soil and where available, soil vapour and groundwater criteria and site specific considerations is essential practice in site assessment.

Investigation and screening levels are provided in *Guideline on Investigation Levels For Soil and Groundwater* (Schedule B1, NEPC, 1999) for commonly encountered contaminants which are applicable to generic land use scenarios and include consideration of, where possible, the soil type and the depth of contamination.

Investigation levels and screening levels are the concentrations of a contaminant above which further appropriate investigation and evaluation will be required. Investigation and screening levels provide the basis of Tier 1 risk assessment. A Tier 1 assessment is a risk-based analysis comparing site data with generic investigation and screening levels for various land uses to determine the need for further assessment or development of an appropriate management strategy.

### **4.2.3 INVESTIGATION AND SCREENING LEVELS**

*Health investigation levels* (HILs) have been developed for a broad range of metals and organic substances. The HILs are applicable for assessing human health risk via all relevant pathways of exposure and are generic to all soil types. For this site the results have been compared against the Health-based investigation levels for Commercial/Industrial land usage.

*Health screening levels* (HSLs) have been developed for selected petroleum compounds and fractions and are applicable to assessing human health risk via the inhalation and direct contact pathways. The HSLs depend on specific soil physicochemical properties, land use scenarios, and the characteristics of building structures. They apply to different soil types and for this site the results have been compared against the HSL commercial/industrial values.

*'Petroleum hydrocarbon management limits'* ('management limits') are applicable to petroleum hydrocarbon compounds only. They are applicable as screening levels following evaluation of human health and ecological risks and risks to groundwater resources. They are relevant for operating sites where significant sub-surface leakage of petroleum compounds has occurred and when decommissioning industrial and commercial sites.

*Ecological investigation levels* (EILs) have been developed for selected metals and organic substances and are applicable for assessing risk to terrestrial ecosystems.

*Ecological screening levels* (ESLs) have been developed for selected petroleum hydrocarbon compounds and total recoverable hydrocarbons (TRH) fractions and are applicable for assessing risk to terrestrial ecosystems

*Asbestos* For asbestos, health screening levels are based on scenario-specific likely exposure levels, are adopted from the Western Australia, Department of Health (WA DoH) guidelines, based on the proposed end use of commercial/industrial exposure setting. As such, the HSL for bonded asbestos containing materials (ACM) is 0.05% and 0.001% for asbestos fines and fibrous asbestos and no visible asbestos to be present at the surface.

### **4.2.4 SOIL ANALYTICAL RESULTS**

A summary of the analytical results for the soil samples collected at the site during the preliminary environmental investigation are shown in Table 6. The laboratory certificates for the full set of results are presented in Appendix F.

**Table 6: Summary of Soil Contamination Test Results**

No. of soil samples analysed	Contaminants of Potential Concern (Soil)	Lowest Adopted Criteria (mg/kg)	Minimum Concentration (mg/kg)	Maximum Concentration (mg/kg)	Samples above Criteria	Sample Location
8	Toluene	135 (ESL)	<0.5	<0.5	None	N/A
8	Ethylbenzene	64 (HSL –vapour)	<1	<1	None	N/A
8	Xylenes	180 (ESL)	<2	<2	None	N/A
8	Napthalene	9 (HSL –vapour)	<0.1	<0.1	None	N/A
8	Benzene	3 (HSL)	<0.2	<0.2	None	N/A
8	F1 (C6-C10)-BTEX	215 (ESL)	<25	<25	None	N/A
8	F2 (C10-C16)-Napthalene	170 (ESL)	<50	<50	None	N/A
8	TRH >C16-C34	1700 (ESL)	<100	<100	None	N/A
8	TRH >C34-C40	3300 (ESL)	<100	<100	None	N/A
8	Total PAH's	4000 (HIL)	0.0	0.0	None	N/A
8	PAH's (as Bap TEQ)	40 (HIL)	<0.5	<0.5	None	N/A
8	Benzo(a)pyrene	1.4 (ESL)	<0.05	<0.05	None	N/A
8	Organochlorine/ Organophosphorous Pesticides	45 (Aldrin and Dieldrin) (HIL)	<0.1	<0.1	None	N/A
8	PCB's	7 (HIL)	<0.1	<0.1	None	N/A
8	Arsenic	160 (EIL)	<4	10	None	N/A
8	Cadmium	900 (HIL)	<0.4	0.5	None	N/A
8	Chromium	310 (1% clay)	3	22	None	N/A
8	Copper	140 (CEC of 5)	2	39	None	N/A
8	Lead	1500 (HIL)	5	26	None	N/A
8	Mercury	730 (HIL)	<0.1	<0.1	None	N/A
8	Nickel	55 (CEC 5)	2	40	None	N/A
8	Zinc	360 (CEC <sup>b</sup> pH of 7)	3	120	None	N/A
8	Asbestos	0.001% (friable)	None	None	None	N/A

### Heavy Metals

A total of eight samples were submitted to the laboratory for metals analysis (As, Cd, Cr, Cu, Pb, Hg, Ni and Zn). The minimum and maximum concentrations of heavy metals, compared against the lowest adopted criteria is presented in Table 6. From the samples tested. The laboratory detected concentrations of heavy metals which were below the lowest adopted criteria.

### Petroleum Hydrocarbons (TRH) and BTEX compounds

A total of eight samples were submitted to the laboratory for TRH C<sub>6</sub>-C<sub>36</sub> and BTEX analysis. The concentrations of TRH and BTEX are presented in Table 6. The minimum and maximum concentrations of TRH and BTEX, compared against the lowest adopted criteria are presented in Table 9. From the samples tested, the laboratory detected concentrations of TRH and BTEX were below the laboratory PQL's and the lowest adopted criteria.

### **Polycyclic Aromatic Hydrocarbons (PAHs)**

A total of eight samples were submitted to the laboratory for PAH analysis. The minimum and maximum concentrations of PAH's as BaP TEQ, benzo(a)pyrene and total PAHs have been compared against the lowest adopted criteria and are presented in Table 6. From the samples tested, the laboratory detected concentrations of PAH's as BaP TEQ, benzo(a)pyrene and total PAHs were below the lowest adopted criteria.

### **Polychlorinated Biphenyls (PCBs)**

A total of eight samples were submitted to the laboratory for PCB analysis. The concentrations of PCBs are presented in Table 6. Concentrations of PCBs in all samples analysed were below the laboratory PQLs and the lowest adopted criteria for the samples.

### **Asbestos Containing Material**

A total of eight samples were submitted to the laboratory for asbestos identification in soil. No asbestos or respirable fibres were detected.

## **5 SOIL AND WATER IMPACT ASSESSMENT**

### ***5.1 PRELIMINARY ASSESSMENT OF SOIL CONTAMINATION***

Based on the laboratory analytical results for the soil samples collected during the Preliminary Environmental Site Investigation summarised in Section 4.2, it is likely that the site represents a low risk to human health for the proposed end use as a commercial development. This statement is based on the current understanding of the proposed development; that is to say that the development comprises a new recycling and waste transfer facility. From the samples tested, the contaminants of potential concern analysed were below the lowest adopted criteria and commonly below the laboratory PQL's. Overall the human health risks via relevant exposure pathways as a result of the past, current and proposed site use is considered to be low.

### ***5.2 PRELIMINARY ASSESSMENT OF SOIL SALINITY***

The Department of Infrastructure, Planning and Natural Resources, Salinity Potential in Western Sydney, 1:100 000 Scale, 2002 was used to assess soil salinity at the site. The map sheet indicates moderate salinity potential on hill slopes and crests on Ashfield Shale and on raised and abandoned alluvial terraces.

### ***5.3 PRELIMINARY ASSESSMENT FOR ACID SULFATE SOIL POTENTIAL***

The Liverpool Acid Sulfate Soil Risk Map-Edition Two, 1:250 000 Scale, 1997 was used to assess the potential for acid sulfate soils at the site. The map sheet indicates No Known occurrences of acid sulfate soil materials in the area. The soils encountered during the

investigation were consistent with the map sheet and did not indicate the presence of acid sulfate. This was based on a visual assessment and odourless nature of the soil.

#### **5.4 PRELIMINARY ASSESSMENT FOR FLOODING POTENTIAL**

The natural geometry of the landscape across the majority of the Glenfield Waste Services site is likely to be highly modified due to the historical use as a quarry and its subsequent backfilling. The Penrith 1:100,000 Geological Series Sheet 9030 (Geological Survey of NSW, 1991) indicates that the majority of the Glenfield Waste Services Site is overlain by Quaternary Alluvial Deposits. The map indicates the geological boundary between the Quaternary Alluvial Deposits and the Ashfield Shale is close to the northern edge of the proposed recycling and waste transfer facility site. The current site access road has been constructed on a ridge line which roughly corresponds with this geological unit boundary. It is highly likely that the majority of alluvial deposits have been removed from the majority of the main site north of the ridge line/access road during quarrying operations for the shale. The higher elevation of the access road in relation to the subject site could lead to run-off which could accumulate within the area of the proposed facility.

However, based on discussions with EPS, it is understood that past flooding events at the Glenfield Waste site as whole have been generally rare. The only location where flooding has been known to occur is at the location of a rail underpass road beneath the East Hills Rail Line that links the northern part of the site with the southern part. Flooding at this location has only occurred when pumping equipment fails. In addition to this, topography across the site falls away either to the north, or to the east towards Georges River which is approximately 8m to 10m lower than the lowest elevation across the subject area. Based on this, plus the known past flooding occurrences across the wider Glenfield Waste site, it is considered unlikely that significant flooding could occur at the site of the proposed recycling and waste transfer station.

#### **5.5 SURFACE WATER AND GROUNDWATER**

The proposed location of the facility is on ground that currently has a surface covering of grasses and bush that is typically level to gently undulating. The local topography in the vicinity of the proposed facility comprises a slight surface gradient westerly and north westerly towards an existing pond that is located to the north west of the proposed facility. Surface water would also appear to shed towards the site boundary with Cambridge Avenue and towards the Georges River.

Groundwater monitoring results for the site dating back to 2003 indicate that groundwater in the vicinity of the Glenfield Waste Facility is typically present at elevations between about RL5m and RL6m with a slight hydraulic gradient to the east and south east towards the Georges River. Based on survey data for the site, the Georges River lies typically at elevations below RL4m in

the vicinity of the site and hence is considered to be the likely dominant control over the hydrogeology of the area. The absence of groundwater in the boreholes drilled as part of this Preliminary Site Investigation, indicates that groundwater at the location of the proposed facility lies at a depths greater than 12m below existing ground level.

Groundwater monitoring test results indicate that the groundwater in the vicinity of the site is of relatively low quality with naturally elevated salinity and ammonia levels and elevated metal ions such as potassium, calcium and magnesium. This is consistent with groundwater associated with the Wianamatta Shale which is characterised by high salinity (Wooley, 1980; Krumins et al., 1998) and high ammonia concentrations (>10 mg/litre, Old, 1942), due to the depositional environment of the shale bedrock which is thought to comprise deposition of organic-rich sediment in a low energy marine environment.

Rates of groundwater movement in the bedrock are assessed to be low as a result of the low relief, and relatively low altitude of the site and the low permeability of the Wianamatta Shale bedrock (Herbert, 1980).

## **5.6 PRELIMINARY WATER BALANCE ASSESSMENT**

A preliminary water balance assessment has been undertaken assuming the indicative site layout shown in in Figure 3. The proposed site layout is roughly L-shaped measuring approximately 320m north to south and about 500m from east to west and covering an area of approximately 75,500m<sup>2</sup>.

Four retention basins are proposed, two water retention basins to be located in the western part of the facility and a further two basins proposed to be located at the eastern end of the facility. Assuming a roughly trapezoidal geometry for each pond, a water depth of 1m and a freeboard of 0.5m in each pond, side wall batters of the ponds constructed at slope gradients of 2(horizontal) : 1(vertical) and that the ponds are adequately provided with a clay liner, geosynthetic or geocomposite liner. It is assessed that the ponds as indicated in Figure 3 would have a total storage capacity of approximately 3,500m<sup>3</sup>. It is further assumed that the site will be constructed such that falls and stormwater management infrastructure including perimeter bunds, surface drains and sumps are constructed so that all surface water is efficiently conveyed to the retention basins.

Assuming design criteria consistent with the publication Managing Urban Stormwater (New South Wales Government (2004)) and considering assuming a 90th percentile, 5 day rain event as is consistent with typical EPA design requirements for waste facilities.

The results of our preliminary assessment indicate that a sediment retention basin 1m deep with a surface area of 1,625m<sup>2</sup> i.e. total capacity of 1,625m<sup>3</sup> would be of sufficient capacity to retain surface water and sediment load at the proposed facility assuming the stated design rainfall event. It is therefore assessed that based on the above stated assumptions, the four retention basins indicated in Figure 3 would collectively have more than sufficient capacity for management of surface water because the anticipated capacity of the proposed basins exceeds the assessed required capacity for the site. It is therefore considered that surface water will be manageable and overflows will not occur or pumping-off site be required. Furthermore, the anticipated capacity of the retention ponds as indicated in Figure 3 (assuming a minimum 1m depth), would be expected to be of sufficient capacity to provide an adequate water supply for dust suppression.

The above assessment is however preliminary and a detailed assessment should be undertaken as part of the detailed design for the facility.

### ***5.7 RAW WATER QUALITY AND DISCHARGE LIMITS***

As described above, it is anticipated that all surface water collected at the site can be retained and managed on site, including re-use for dust suppression. As such, no water is currently anticipated to be required to be discharged from or pumped off-site.

### ***5.8 EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT DURING CONSTRUCTION***

Removal of protective vegetation cover during construction of the facility has the potential to increase erosion of the land. It is recommended that a soil and water management plan be developed to meet or exceed the requirements outlined in Landcom (2004) Managing Urban Stormwater – Soils and Construction. Typical measures prescribed in a soil and water management plan would include:

- Installation of appropriate erosion control measures;
- Diversion of run-off to stormwater drains and collection points;
- Detained Stormwater to be used on-site for dust suppression;
- Minimising erosion of external surface through the use of mulch and vegetation.
- Phase the works so that land disturbance is confined to minimum areas of workable size;
- Where appropriate reduce the effects of wind erosion by controlling on-site traffic movements and dust suppression.
- Ensure all erosion and sediment control measures are kept properly functioning.

### **5.8.1 SOIL AND SURFACE WATER MANAGEMENT**

It is recommended that a management procedure be set up for the site that incorporates the following principles:

- Minimise the area of soil disturbed and exposed to erosion at any point in time;
- Minimise the volume of run-off to be managed by minimising the contributing catchment area that is active at any time;
- Conserve topsoil for reuse on the site during rehabilitation/regeneration;
- Divert clean runoff from adjoining lands around other areas of the wider Glenfield Services site

### **5.8.2 MANAGEMENT OF INFRASTRUCTURE**

The proposed infrastructure for soil and water management should consist of the following:

- Erosion control measures;
- Perimeter drains with adequate capacity to transfer runoff into the retention basins;
- It is essential that measures are implemented to minimise the potential for erosion from drainage channels and the site surface.
- Erosion control measures may include check dams, hay bales and channel lining as required, silt fences should also be considered

## **5.10 ASSESSED IMPACT OF THE PROPOSED FACILITY ON SURFACE & GROUNDWATER**

As stated in the preceding sections, the soil and rock underlying the proposed facility is of low permeability with groundwater anticipated to be relatively deep (greater than 12m). The groundwater in the Glenfield area is known to be naturally of low quality being elevated in levels of salinity, ammonia and a number of metal ions.

Significant flooding is considered unlikely and surface water at the proposed facility and based on the indicative layout presented in Figure 3, surface water is considered manageable and able to be retained on site with no requirement for overflow or discharge into natural drainage channels, creeks or surface water bodies, nor is there anticipated to be a requirement to pump water off site.

Operational water requirement such as water for dust suppression is anticipated to be sufficiently provided for by the proposed retention ponds and no abstraction of groundwater is anticipated, nor would it be recommended due to the relatively high salinity and poor quality of the groundwater in the area.

In consideration of the above, it is assessed that the proposed Glenfield Recycling Facility is will be a low risk to the environment with regards to adverse impacts on surface water and groundwater.

#### **5.11 MONITORING REQUIREMENTS**

Surface water in the retention dams should be routinely monitored so that in the unlikely event that an unexpected or uncontrolled discharge occurs from the site, suitable remediation action measures can be planned and implemented to mitigate adverse environmental impact.

### **6 LIMITATIONS OF THIS REPORT**

This report has been prepared for use by the client who commissioned the works in accordance with the project brief and based on information provided by the client. The advice contained in this report relates only to the current project and all results, conclusions and recommendations should be reviewed by a competent person with experience in geotechnical and environmental investigations before being used for any other purpose. Consulting Earth Scientists Pty Ltd (CES) accepts no liability for use or interpretation by any person or body other than the client. This report must not be reproduced except in full and must not be amended in any way without prior approval by the client and CES.

This report does not provide a complete assessment of the geotechnical or environmental status of the site and is limited to the scope defined therein. Should information become available regarding conditions at the site including previously unknown sources of contamination, CES reserves the right to review the report in the context of the additional information.

## Figures



**Legend**

Site Boundary

0 250 500 1,000 1,500 2,000 Meters

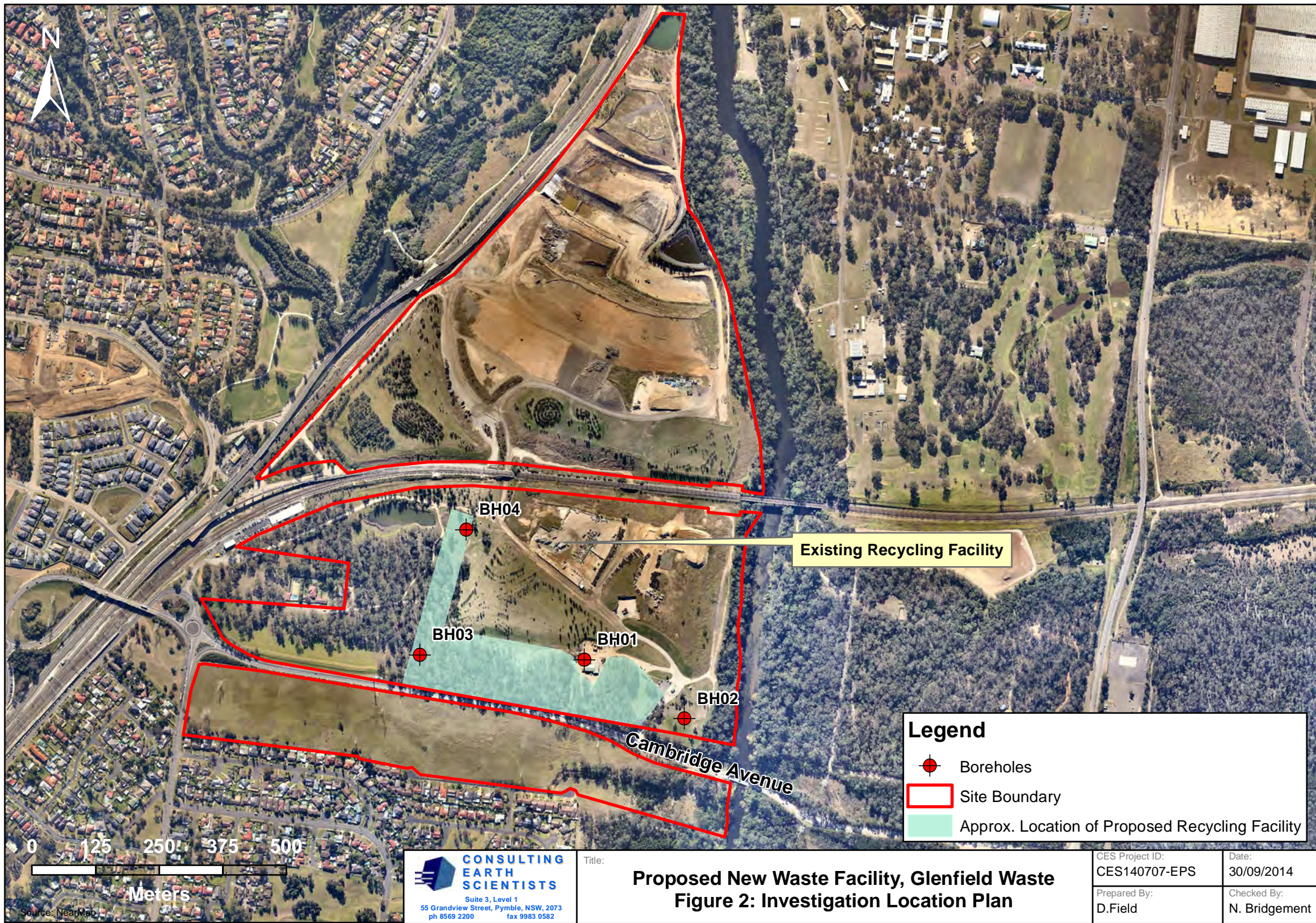
**CONSULTING EARTH SCIENTISTS**

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
Title: **Proposed New Waste Facility, Glenfield Waste**  
**Figure 1: Site Location Plan**

CES Project ID: CES140707-EPS	Date: 30/09/2014
Prepared By: D.Field	Checked By: N. Bridgement

Source: NearMap



**Legend**

-  Boreholes
-  Site Boundary
-  Approx. Location of Proposed Recycling Facility

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 Suite 3, Level 1  
 55 Grandview Street, Pymble, NSW, 2073  
 ph 8569 2200 fax 9983 0582

Title: **Proposed New Waste Facility, Glenfield Waste**  
**Figure 2: Investigation Location Plan**

CES Project ID: CES140707-EPS	Date: 30/09/2014
Prepared By: D.Field	Checked By: N. Bridgement

Source: NearMap

## **Appendix A**

### **Historical Title Information**



MOBILE: 0422 406 909, 0404 069 995  
EMAIL: search@elsearches.com.au  
WEB: www.elsearches.com.au

15 September 2014

Consulting Earth Scientists  
Suite 3, Level 1  
55 Grandview Street  
PYMBLE NSW 2073

**Attention: Mr Nick Bridgement**

**RE: Lot 1 DP 113201, Lot 2 DP 333578, Lot 91 DP 1155962, and Lot 3 DP 736881,  
Glenfield Waste Facility, Glenfield, NSW**

**Your Ref:**

#### SUMMARY OF PROPRIETORS

**Lot 1 DP 113201  
Lot 2 DP 333578  
Lot 91 DP 1155962**

Year	Proprietor	Source
1961-To Date	J C & F W Kennett Pty. Limited	Current Certificate of Title (Auto Consol 14018-92), Vol. 14018 Fol. 92, Vol. 6484 Fol. 159
1955-1961	John Clayton Kennett (orchardist), Frank William Kennett (orchardist)	Vol. 6484 Fol. 159
1903-1955	Clifford Clayton Kennett (farmer)	Vol. 6484 Fol. 159, Vol. 5585 Fol. 160 Vol. 4827 Fol. 180, Vol. 3597 Fol. 107, Vol. 3597 Fol. 33, Book 730 No. 866



Environmental Legal Searches

Environmental  
Management  
Group Pty Ltd

ACN 108 771 482  
ABN 76 784 207 704

MOBILE:  
EMAIL:  
WEB:

0422 406 909, 0404 069 995  
search@elsearches.com.au  
www.elsearches.com.au

## SUMMARY OF PROPRIETORS

### Lot 3 DP 736881

Year	Proprietor	Source
1987-To Date	Figela Pty. Limited	Current Certificate of Title, Document W977746
1983-1987	Stantavus Pty. Limited	Document W977746, Vol. 14181 Fol. 250
1965-1983	John Clayton Kennett (orchardist)	Vol. 14181 Fol. 250, Vol. 12143 Fol. 76, Vol. 4792 Fol. 210
1961-1965	J C & F W Kennett Pty. Limited	Vol. 4792 Fol. 210
1958-1961	John Clayton Kennett (orchardist), Frank William Kennett (orchardist)	Vol. 4792 Fol. 210
1936-1958	His Most Gracious Majesty King Edward The Eighth	Vol. 4792 Fol. 210 Vol. 3570 Fol. 33
1903-1936	Clifford Clayton Kennett (farmer)	Vol. 3570 Fol. 33 Book 730 No. 866

**SUMMARY OF LEASES**

**Lot 1 DP 113201**  
**Lot 2 DP 333578**  
**Lot 91 DP 1155962**

Lessee	Source
Lease AF947593 to <b>Boral Resources (NSW) Pty. Limited</b> Part of Lot 91 DP 1155962. Expires: 1/2/2015	Current Certificate of Title (Auto Consol 14018-92)
Lease M563321 affected by R120652 Transmission Lessee now <b>Kathleen Viola Partlett</b> of Glenfield, widow. Registered: 12/3/1979	Vol. 6484 No. 159
Lease M563321 to <b>William Thomas Partlett of Sylvania Waters</b> , accountant, and <b>Kathleen Viola Partlett</b> , his wife. Of premises being the building known as 'Hazelwood Park'. Dated: 14/10/1971	Vol. 6484 No. 159

**SUMMARY OF LEASES**

**Lot 3 DP 736881**

<b>Lessee</b>	<b>Source</b>
Lease AG711888 to <b>Crown Castle Australia Pty. Limited</b> Recorded: 26/4/2012; Commences: 1/10/1929 Expires: 30/9/2034	Current Certificate of Title
Lease AG711887 to <b>Crown Castle Australia Pty. Limited</b> Recorded: 26/4/2012; Commences: 29/11/1924 Expires: 30/9/2029	Current Certificate of Title
Lease AG711886 to <b>Crown Castle Australia Pty. Limited</b> Recorded: 26/4/2012; Commences: 29/11/2019 Expires: 30/9/2024	Current Certificate of Title
Lease AG711885 to <b>Crown Castle Australia Pty. Limited</b> Recorded: 26/4/2012; Commences: 29/11/1914 Expires: 30/9/2019	Current Certificate of Title
Lease AG711884 to <b>Crown Castle Australia Pty. Limited</b> Recordrd: 26/4/2012 Expires: 30/9/2014	Current Certificate of Title
Lease AG711883 to <b>Telstra Corporation Limited</b> Recorded: 26/4/2012 Expires: 29/2/2016	Current Certificate of Title
Lease AC243581 to <b>Crown Castle Australia Pty. Limited</b> Part of land contained in the Folio Identifirer 3/736881. Commencing Date: 1/10/2014 Terminating Date: 30/9/2019	Document AC243581
Lease AC243580 to <b>Crown Castle Australia Pty. Limited</b> Part of land contained in the Folio Identifirer 3/736881. Commencing Date: 1/10/2009 Terminating Date: 30/9/2014	Document AC243580

**SUMMARY OF LEASES**

**Lot 3 DP 736881  
 (Continued)**

Lessee	Source
Lease AC243579 to <b>Crown Castle Australia Pty. Limited</b> Part of land contained in the Folio Identifier 3/736881. Commencing Date: 1/10/2004 Terminating Date: 30/9/2009	Document AC243579
Transfer of Lease 9496388 Transferor: <b>Lucent Technologies Australia Pty. Limited</b> Transferee: <b>Telstra Corporation Limited</b> Dated: 28/2/2003	Document AA465822
Lease 9496388 to <b>Lucent Technologies Australia Pty. Limited</b> Part of Lot 3 DP 736881. Permitted Use: <b>Installation, testing, operation, maintenance and replacement of equipment for a mobile telephone network.</b> Commencing Date: 1/3/2011 Terminating Date: 29/2/2016	Document 9496388
Lease 9496387 to <b>Lucent Technologies Australia Pty. Limited</b> Part of Lot 3 DP 736881. Permitted Use: <b>Installation, testing, operation, maintenance and replacement of equipment for a mobile telephone network.</b> Commencing Date: 1/3/2006 Terminating Date: 28/2/2011	Document 9496387

**SUMMARY OF LEASES**

**Lot 3 DP 736881  
 (Continued)**

Lessee	Source
Lease 9496386 to <b>Lucent Technologies Australia Pty. Limited</b> Part of Lot 3 DP 736881. Permitted Use: <b>Installation, testing, operation, maintenance and replacement of equipment for a mobile telephone network.</b> Commencing Date: 1/3/2001 Terminating Date: 28/2/2006	Document 9496386
Transfer of Lease 7253388 Transferor: <b>Vodafone Network Pty. Limited</b> Transferee: <b>Crown Castle Australia Pty. Limited</b> Dated: 17/3/2003	Document 9467957
Lease 7253388 to <b>Vodafone Network Pty. Limited</b> Part of Lot 3 DP 736881. Commencing Date: 1/10/1999 Terminating Date: 30/9/2004 Option of renewal: 5 years	Document 7253388

### Terms of Conditions & Limitations

1. The client is responsible for payment associated with the search.
2. The client is authorised to use our report subject to settlement of our account. Until the account is settled, the report remains the property of Environmental Legal Searches. If the account is not settled within 30 days of the invoice date, then the authority to use the report may be revoked. Where authority to use the report is revoked, all references to the report should be deleted or rendered inactive until the account is settled.
3. Search was based on **Lot 1 DP 113201, Lot 2 DP 333578, Lot 3 DP 736881, and Lot 91 DP 1155962** provided by **Mr Nick Bridgement**. The street number (if applicable) is for reference only.  
  
The attached cadastral plans and Deposited Plans **MUST** be checked against the survey plan for the property for correctness.
4. Any details of the lease(s), sub-lease(s) and/or transfer of lease(s) were solely extracted from the records shown on the current certificate(s) of title (title search), documents of lease(s)/ sub-lease(s)/transfer of lease(s), the cancelled certificate(s) of title and/or the old system vendor/purchaser volume(s). The **MOST RECENT** record may not be available on the day of the searching.
5. Although the search is performed to a professional and diligent standard, we cannot warrant any loss or damages which may be associated with our search. We therefore limit any potential liability associated with our search to the cost of our services.

# TITLE SEARCH

Title Reference: 14018-92

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: AUTO CONSOL 14018-92

SEARCH DATE	TIME	EDITION NO	DATE
12/9/2014	6:04 AM	3	14/2/2011

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS  
 AT GLENFIELD  
 LOCAL GOVERNMENT AREA CAMPBELLTOWN  
 PARISH OF MINTO COUNTY OF CUMBERLAND  
 TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

J C & F W KENNETT PTY. LIMITED (T I810469)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 LAND EXCLUDES MINERALS AS REGARDS LOT 1 IN DP113201 BY THE CROWN GRANT
- \* 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP833516 AFFECTING LOT 91 IN DP1155962
- \* 4 2375529 PIPELINE EASEMENT 5 METRES WIDE & VARIABLE WIDTH AFFECTING THE PART(S) OF LOT 91 IN DP1155962 SHOWN IN DP499058 (SHEET 6)
- \* 5 K218859 EASEMENT FOR CO-AXIAL CABLE 3.66 WIDE AFFECTING THE PART OF LOT 91 IN DP1155962 SHOWN IN DP1155962
- \* 6 AF947593 LEASE TO BORAL RESOURCES (NSW) PTY LIMITED PART OF LOT 91 IN DP1155962 SHOWN IN PLAN WITH AF947593. EXPIRES: 1/2/2015.
- \* 7 AG416930 RIGHT OF ACCESS AFFECTING PART(S) OF LOT 91 IN DP1155962 SHOWN IN DP1155962
- \* AG918067 VARIATION OF EASEMENT AG416930 TERMS VARIED

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOT 1 IN DP113201  
 LOT 2 IN DP333578  
 LOT 91 IN DP1155962

TITLE DIAGRAM

DP113201  
 DP333578  
 DP1155962.

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

\* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.  
 WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

# Cadastral Records Enquiry Report

**Requested Parcel :** Lot 1 DP 113201

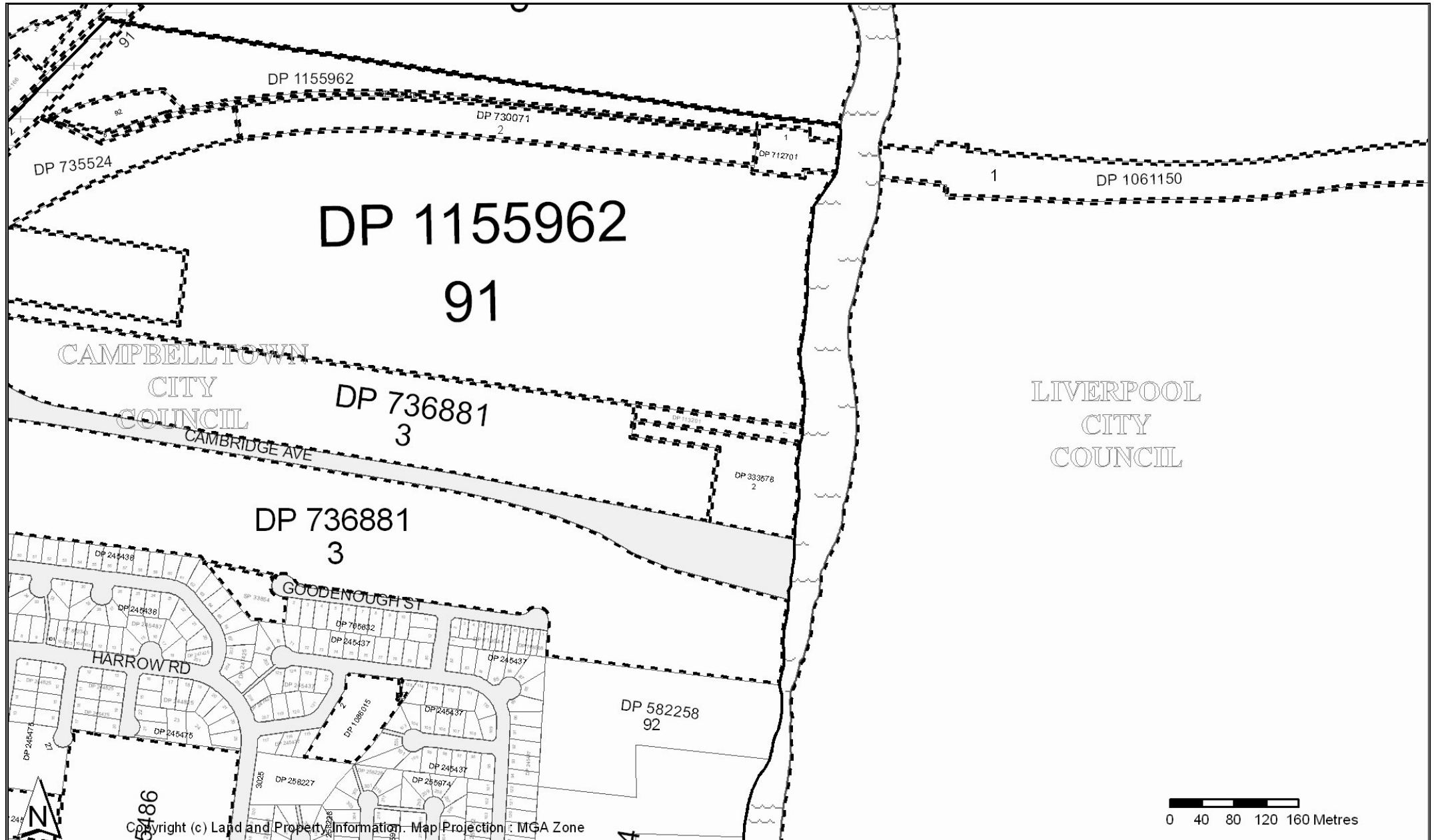
**Identified Parcel :** Lot 1 DP 113201

**Locality :** GLENFIELD

**LGA :** CAMPBELLTOWN

**Parish :** MINTO

**County :** CUMBERLAND



Copyright (c) Land and Property Information. Map Projection : MGA Zone

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**PLAN OF PART OF 2.246ha GRANT.**

**D. P. 113201**

Matr./Sheet : CAMPBELLTOWN  
City : GLENFIELD

Registered:  *Jan 4 11 1979*

Parish: MINTO County: CUMBERLAND

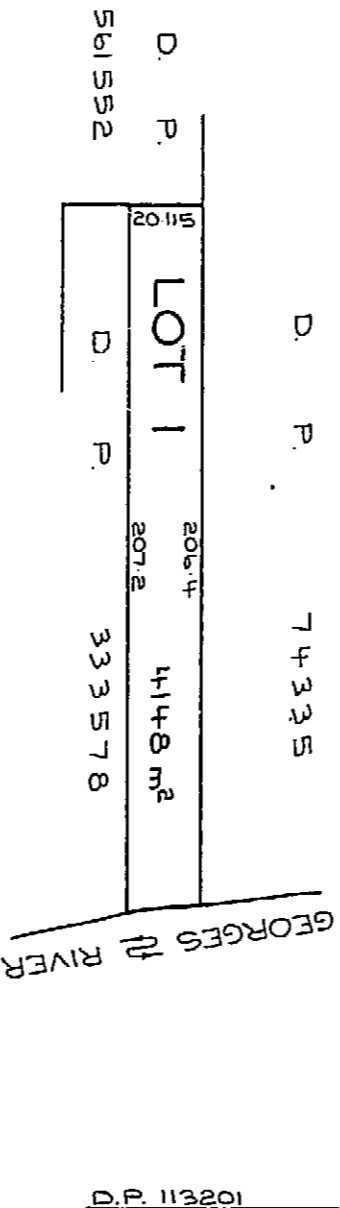
C.A.: \_\_\_\_\_  
Title System: TORRENS

Reduction Ratio 1: 2000



Purpose: DEPARTMENTAL  
Ref. Map: U9137-7\*  
Last Plan: \_\_\_\_\_

Prepared in Registrar General's Office 20/11/79  
Exmd.: *Jan 4 12 1979*



10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220
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S.O. 2478 D. West. Government Printer

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 6th day of December, 1979

*Bruce Davies*

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----



# HISTORY OF TITLE TRANSACTION

Title Reference: 1/113201

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH

SEARCH DATE  
-----  
12/9/2014 6:04AM

FOLIO: 1/113201  
-----

First Title(s): SEE PRIOR TITLE(S)  
Prior Title(s): VOL 14018 FOL 92

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
21/8/1988		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
13/1/1994		CONVERTED TO AUTO CONSOL 14018-92	CONSOL CREATED CT NOT ISSUED
14/1/1994		AMENDMENT: 2ND SCHED RECITAL	

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

# CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1900



14018092

NEW SOUTH WALES

Vol. **14018** Fol. **92**

Appln No 24335

Prior Title Vol. 6484 Fol. 159



**CANCELLED W**  
AUTO CONSOL.

EDITION ISSUED

10 | 1980

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

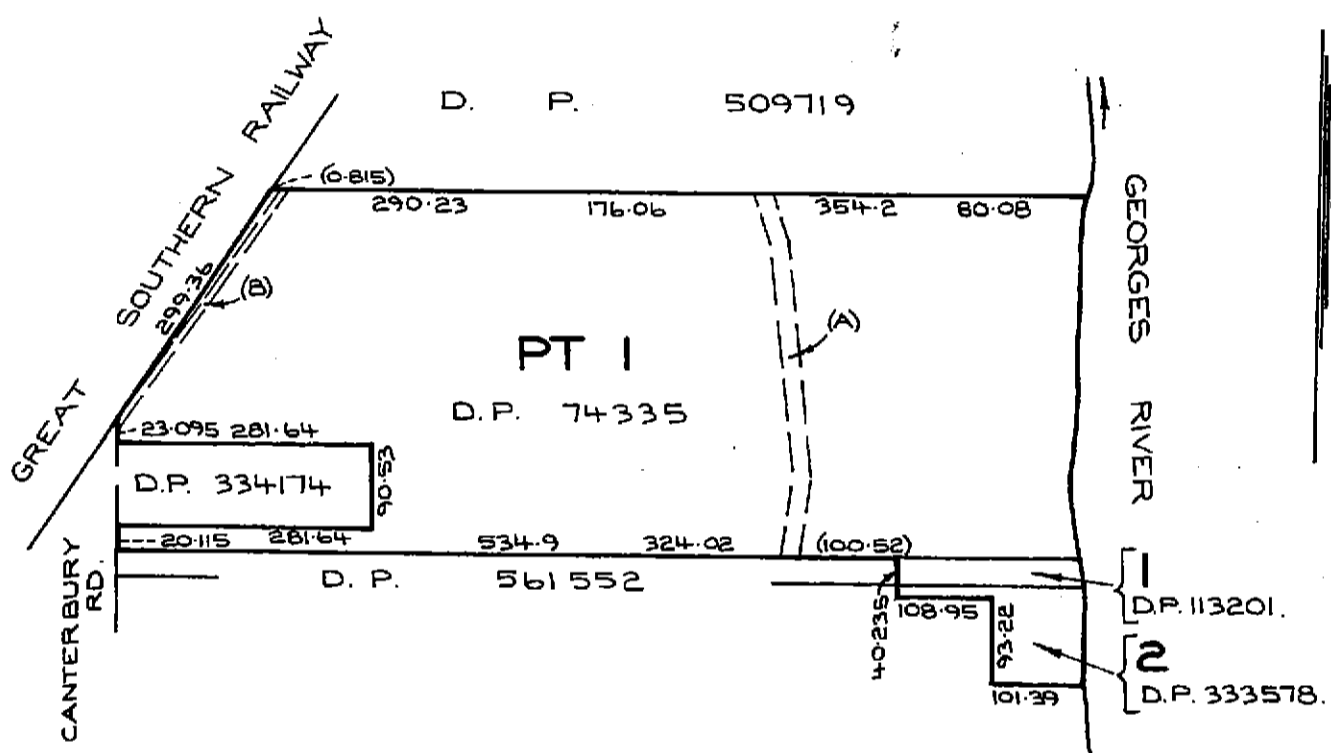
*[Signature]*

Registrar General.



## PLAN SHOWING LOCATION OF LAND

LENGTHS ARE IN METRES



- (A) - EASEMENT FOR TRANSMISSION LINE - 18.285 WIDE - H127107.
- (B) - EASEMENT FOR CO-AXIAL CABLE - 3.66 WIDE - K218859.

R 422677 *26/Jan*

### REDUCTION RATIO 1:8000

#### ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 1 in Deposited Plan 113201 Lot 2 in Deposited Plan 333578 and the part of Lot 1 in Deposited Plan 74335 shown in the plan hereon in the City of Campbelltown Parish of Minto County of Cumberland being part of Portion 69 granted to Aaron Byrne on 1-1-1810 part of Portion 70 granted to William Keele on 1-1-1810 and part of 2.246 hectares granted by Crown Grant Volume 4371 Folio 49. EXCEPTING THEREOUT the minerals reserved by the 2.246 hectares grant.

#### FIRST SCHEDULE

~~J.C. & F.W. K... PTY. LIMITED.~~

#### SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown grants above referred to.
2. H127107 Easement for transmission line affecting the land shown so burdened in the plan hereon.
3. K218859 Easement for co-axial cable affecting the land shown so burdened in the plan hereon.
4. ~~M563321 Lease to William Thomas Partlett of Sylvania Waters, Accountant and Kathleen Viola Partlett his wife of premises being the building known as "Hazelwood Park". Expires 31-12-1981.~~ *810469*

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE REGISTRAR GENERAL'S OFFICE.

14018  
92  
Vol. 14018 Fol. 92  
(Page 1) Vol. 14018 Fol. 92

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR	INSTRUMENT		REGISTERED	SIGNATURE OF REGISTRAR GENERAL
	NATURE	NUMBER		
State Rail Authority of New South Wales as to part of Lot 1 in DP.712701 and Lot 2 in DP.413201 and Lot 2 in DP.333578 by Resumption W181676. Registered 4.3.1986.	Limited as regards the residue being			
State Rail Authority of New South Wales as to Parts Lot 1 in DP.712701 and the Part Lot 4 in DP.735524 comprised herein and J.C. and F.W. Kennett Pty Limited as regards the residue being Lot 1 in DP.735524, Lot 1 in DP.113201, and Lot 2 in DP.333578 by Resumption W181676. Registered 4.3.1986.	Limited as regards the residue being			
State Rail Authority of New South Wales as to Parts Lot 1 in DP.712701 and the Part Lot 4 in DP.735524 comprised herein and J.C. and F.W. Kennett Pty Limited as regards the residue being Lot 1 in DP.735524, Lot 1 in DP.113201, and Lot 2 in DP.333578 by Resumption W181676. Registered 4.3.1986.	Limited as regards the residue being			

5800459  
 T73190 DP,  
 91 M/  
 N  
 C-  
 P-  
 DP 712701-1  
 Easement shown in  
 197, 380 (DP.712701)  
 resumed & vested in  
 the State Rail Auth  
 of New South Wales  
 Vide Gaz. 3-5-1985  
 DP 718225  
 DP 730071 R  
 W181676 R,  
 Pt.  
 DP 733268 R  
 Lot 2 D.P. 730071  
 Resumed for Railway  
 Purposes, Gaz. 28.2.  
 Vol. 927  
 DP735524  
 LOT 4 SHOWN  
 IN D.P. 735524,  
 RESUMED FOR  
 RAILWAY PURPOSES  
 UNDER GAZ. 6-3-E  
 Vol. 1213.  
 X74979 RA  
 80 RA  
 I810468 R. (C)  
 I810469 T (C)

SECOND SCHEDULE (continued)

REGISTERED PROPRIETOR	INSTRUMENT		REGISTERED	SIGNATURE OF REGISTRAR GENERAL	CANCELLATION
	NATURE	NUMBER			
Mortgage to CBFC Limited. Registered 10.10.1982.		13-2-1981			Discharged
Resumption Easement for access affecting the part of the land within described shown 10 metres wide and variable in DP.712701. Registered 4.3.1986.					Discharged
Resumption Easement for access affecting the part of the land within described shown 10 metres wide and variable in DP.712701. Registered 4.3.1986.					Registered
This folio is cancelled as to part upon creation of computer folio for Lot 1 in DP.712701. See W181676. Registered 4.3.1986.					
Residue of this folio comprises Lot 2 in DP.712701, Lot 1 in DP.113201 and Lot 2 in DP.333578. Registered 4.3.1986.					
This folio is cancelled as to part upon creation of computer folios for Lot 2 in DP.730071 and Lot 4 in DP.735524. See X74979 and X74980 Registered 5-11-1987					
Residue of this folio comprises Lot 1 in DP.735524, Lot 1 in DP.113201 and Lot 2 in DP.333578. Registered 5-11-1987. See X74979 and X74980. Registered 5-11-1987.					
THIS FOLIO IS CANCELLED AS TO PART BEING LOT(S) 6, 7 & 8 IN DEPOSITED PLAN 833516 SEE NEW FOLIO(S) 6/833516 7/833516 & 8/833516					
THIS FOLIO IS CANCELLED - NOW BEING DEPOSITED PLAN 833516 IN DEPOSITED PLAN 6/833516 7/833516 & 8/833516					
THIS FOLIO IS CANCELLED - NOW BEING DEPOSITED PLAN 833516 IN DEPOSITED PLAN 6/833516 7/833516 & 8/833516					

DP 712701-1  
 Easement shown in  
 197, 380 (DP.712701)  
 resumed & vested in  
 the State Rail Auth  
 of New South Wales  
 Vide Gaz. 3-5-1985  
 DP 718225  
 DP 730071 R  
 W181676 R,  
 Pt.  
 DP 733268 R  
 Lot 2 D.P. 730071  
 Resumed for Railway  
 Purposes, Gaz. 28.2.  
 Vol. 927  
 DP735524  
 LOT 4 SHOWN  
 IN D.P. 735524,  
 RESUMED FOR  
 RAILWAY PURPOSES  
 UNDER GAZ. 6-3-E  
 Vol. 1213.  
 X74979 RA  
 80 RA  
 I810468 R. (C)  
 I810469 T (C)

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

# TITLE SEARCH

Title Reference: 14018-92

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: AUTO CONSOL 14018-92

SEARCH DATE	TIME	EDITION NO	DATE
12/9/2014	6:04 AM	3	14/2/2011

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS  
 AT GLENFIELD  
 LOCAL GOVERNMENT AREA CAMPBELLTOWN  
 PARISH OF MINTO COUNTY OF CUMBERLAND  
 TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

J C & F W KENNETT PTY. LIMITED (T I810469)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 LAND EXCLUDES MINERALS AS REGARDS LOT 1 IN DP113201 BY THE CROWN GRANT
- \* 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP833516 AFFECTING LOT 91 IN DP1155962
- \* 4 2375529 PIPELINE EASEMENT 5 METRES WIDE & VARIABLE WIDTH AFFECTING THE PART(S) OF LOT 91 IN DP1155962 SHOWN IN DP499058 (SHEET 6)
- \* 5 K218859 EASEMENT FOR CO-AXIAL CABLE 3.66 WIDE AFFECTING THE PART OF LOT 91 IN DP1155962 SHOWN IN DP1155962
- \* 6 AF947593 LEASE TO BORAL RESOURCES (NSW) PTY LIMITED PART OF LOT 91 IN DP1155962 SHOWN IN PLAN WITH AF947593. EXPIRES: 1/2/2015.
- \* 7 AG416930 RIGHT OF ACCESS AFFECTING PART(S) OF LOT 91 IN DP1155962 SHOWN IN DP1155962
- \* AG918067 VARIATION OF EASEMENT AG416930 TERMS VARIED

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS	TITLE DIAGRAM
LOT 1 IN DP113201	DP113201
LOT 2 IN DP333578	DP333578
LOT 91 IN DP1155962	DP1155962.

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

\* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.  
 WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

# Cadastral Records Enquiry Report

**Requested Parcel :** Lot 2 DP 333578

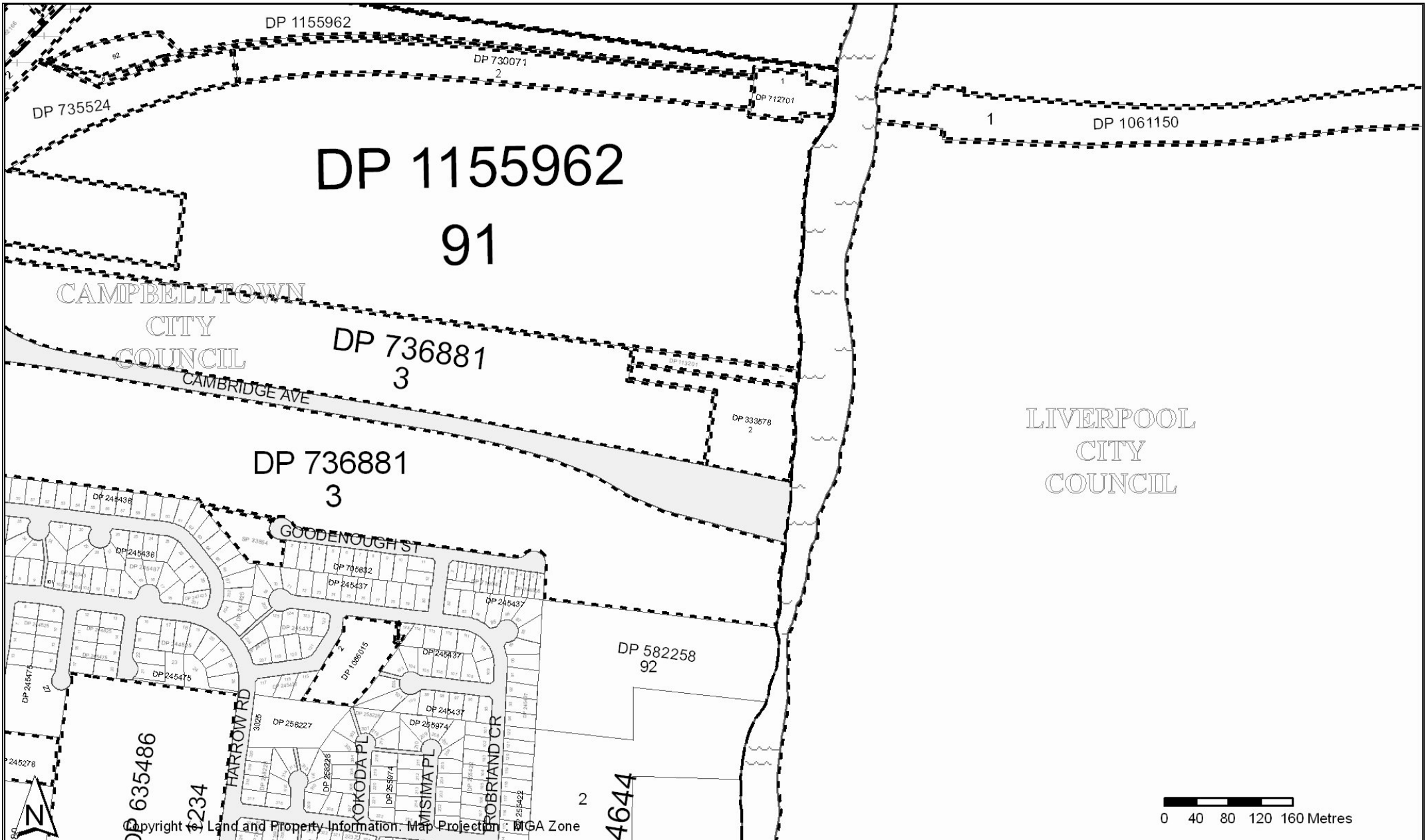
**Identified Parcel :** Lot 2 DP 333578

**Locality :** GLENFIELD

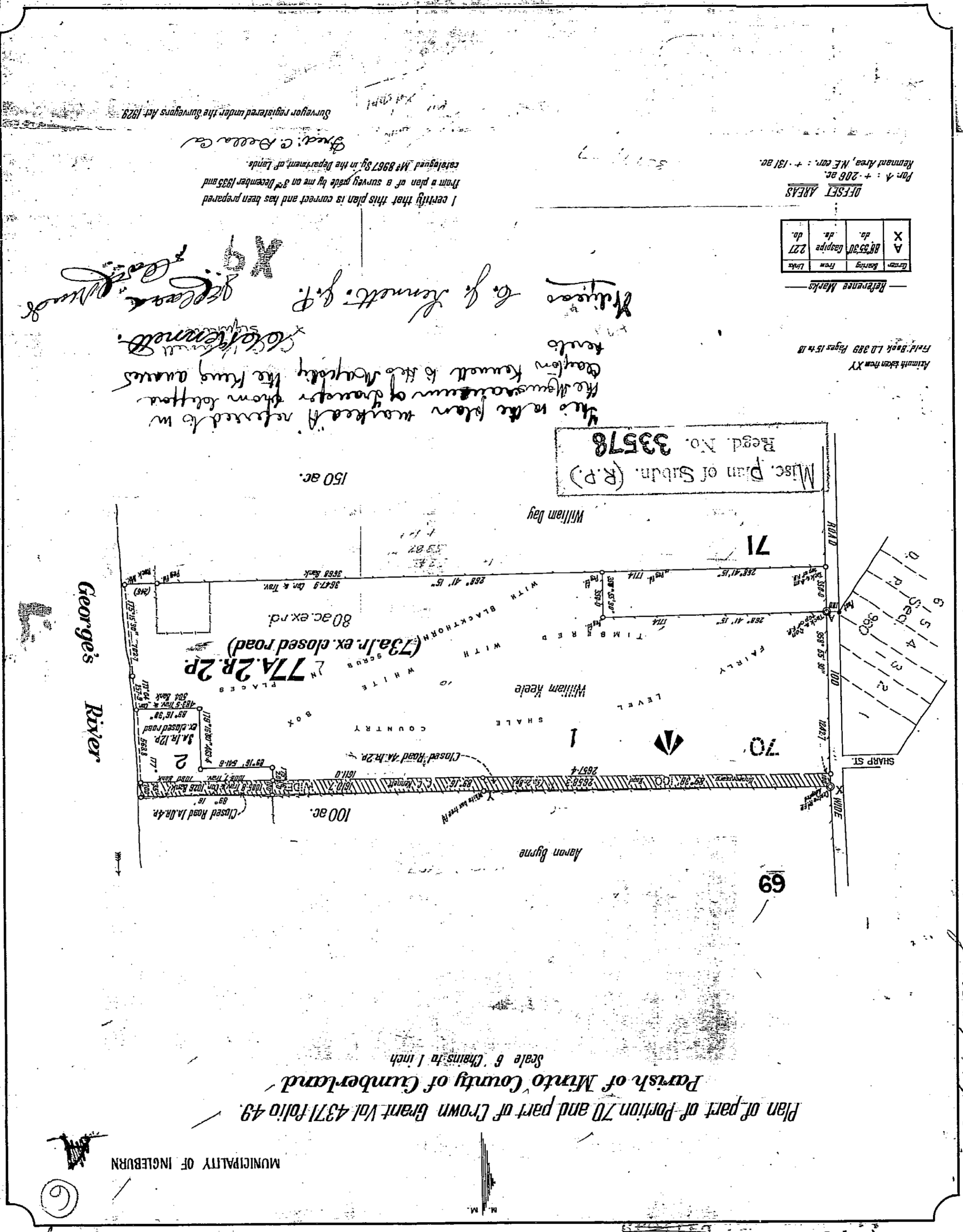
**LGA :** CAMPBELLTOWN

**Parish :** MINTO

**County :** CUMBERLAND



I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 8th day of June, 1978



Scale 6 Chains to 1 inch

Plan of part of Portion 70 and part of Crown Grant Val 4371 folio 49 Parish of Minto County of Cumberland

MUNICIPALITY OF INGLEBURN

F.P. 333578

C467815

C167813

Plan 4: + 208 ac.  
 Remnant Area, NE cor. + 181 ac.

Reference Marks

Layer	From	To	Link
A	883330	883330	227
X	883330	883330	227

Asimuth taken from XY  
 Field Book LD 389 Pages 15 to 18

I certify that this plan is correct and has been prepared from a plan of a survey made by me on 3rd December 1935 and catalogued No 898789 in the Department of Lands.  
 Surveyor registered under the Surveyors Act 1928  
 G. C. Bell

This is the plan marked A referred to in the Memorandum of Deed of Gift from the Trustees of the Minto Agricultural Society to the Trustees of the Minto Agricultural Society.  
 G. C. Bell  
 G. C. Bell  
 G. C. Bell

Consolidated by Certificate No 41/35 dated 19/3/35  
 S. Macgregor Acting Surveyor General

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

LINKS	METRES
2.27	0.457
100	20.117
161.1	32.408
200	40.234
246	49.887
257.9	51.881
350	70.409
463.4	93.221
483.5	97.865
504	101.389
541.6	108.953
563.8	113.419
700	140.818
702.7	141.361
1005.8	202.335
1008.7	202.918
1026	207.203
1030	206.398
1242.7	249.991
1610.7	324.082
1611	324.082
1714	344.802
2657.4	534.884
2658.3	534.765
3647.9	733.841
3668	737.884

1



# HISTORY OF TITLE TRANSACTION

Title Reference: 2/333578

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH

SEARCH DATE  
-----  
12/9/2014 6:04AM

FOLIO: 2/333578  
-----

First Title(s): SEE PRIOR TITLE(S)  
Prior Title(s): VOL 14018 FOL 92

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
27/10/1988	DP333578	DEPOSITED PLAN	LOT RECORDED FOLIO NOT CREATED
13/1/1994		CONVERTED TO AUTO CONSOL 14018-92	CONSOL CREATED CT NOT ISSUED

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

# TITLE SEARCH

Title Reference: 3/736881

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/736881

SEARCH DATE	TIME	EDITION NO	DATE
12/9/2014	6:04 AM	7	26/4/2012

LAND

LOT 3 IN DEPOSITED PLAN 736881  
 AT GLENFIELD  
 LOCAL GOVERNMENT AREA CAMPBELLTOWN  
 PARISH OF MINTO COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP736881

FIRST SCHEDULE

FIGELA PTY. LTD

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 LAND EXCLUDES MINERALS WITHIN THE PART FORMERLY IN VOL. 4371  
 FOLIO 49 - SEE CROWN GRANT
- 3 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
 DIAGRAM CREATED BY:  
     J286563 FOR TRANSMISSION LINE VAR. WIDTH  
     DP705632 FOR UNDERGROUND MAINS 1 WIDE  
     O858396 J286563 EASEMENT VESTED IN THE NEW SOUTH WALES  
             ELECTRICITY TRANSMISSION AUTHORITY
- 4 AG711883 LEASE TO TELSTRA CORPORATION LIMITED OF THE AREA  
 SHOWN HATCHED IN PLAN WITH AG711883. EXPIRES:  
 29/2/2016.
- 5 AG711884 LEASE TO CROWN CASTLE AUSTRALIA PTY LIMITED OF THE  
 AREA SHOWN HATCHED IN PLAN WITH AG711884. EXPIRES:  
 30/9/2014.
- 6 AG711885 LEASE TO CROWN CASTLE AUSTRALIA PTY LIMITED OF THE  
 AREA SHOWN HATCHED IN PLAN WITH AG711885. COMMENCES  
 1/10/2014. EXPIRES: 30/9/2019.
- 7 AG711886 LEASE TO CROWN CASTLE AUSTRALIA PTY LIMITED OF THE  
 AREA SHOWN HATCHED IN PLAN WITH AG711886. COMMENCES  
 1/10/2019. EXPIRES: 30/9/2024.
- 8 AG711887 LEASE TO CROWN CASTLE AUSTRALIA PTY LIMITED OF THE  
 AREA SHOWN HATCHED IN PLAN WITH AG711887. COMMENCES  
 1/10/2024. EXPIRES: 30/9/2029.
- 9 AG711888 LEASE TO CROWN CASTLE AUSTRALIA PTY LIMITED OF THE  
 AREA SHOWN HATCHED IN PLAN WITH AG711888. COMMENCES  
 1/10/2029. EXPIRES: 30/9/2034.

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 12/9/2014

\* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.  
 WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

# Land and Property Information Division

ABN: 84 104 377 806

GPO BOX 15

Sydney NSW 2001

DX 17 SYDNEY

Telephone: 1300 052 637



## Land & Property Information

A division of the Department of Finance & Services

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/736881

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

*\* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.  
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.*

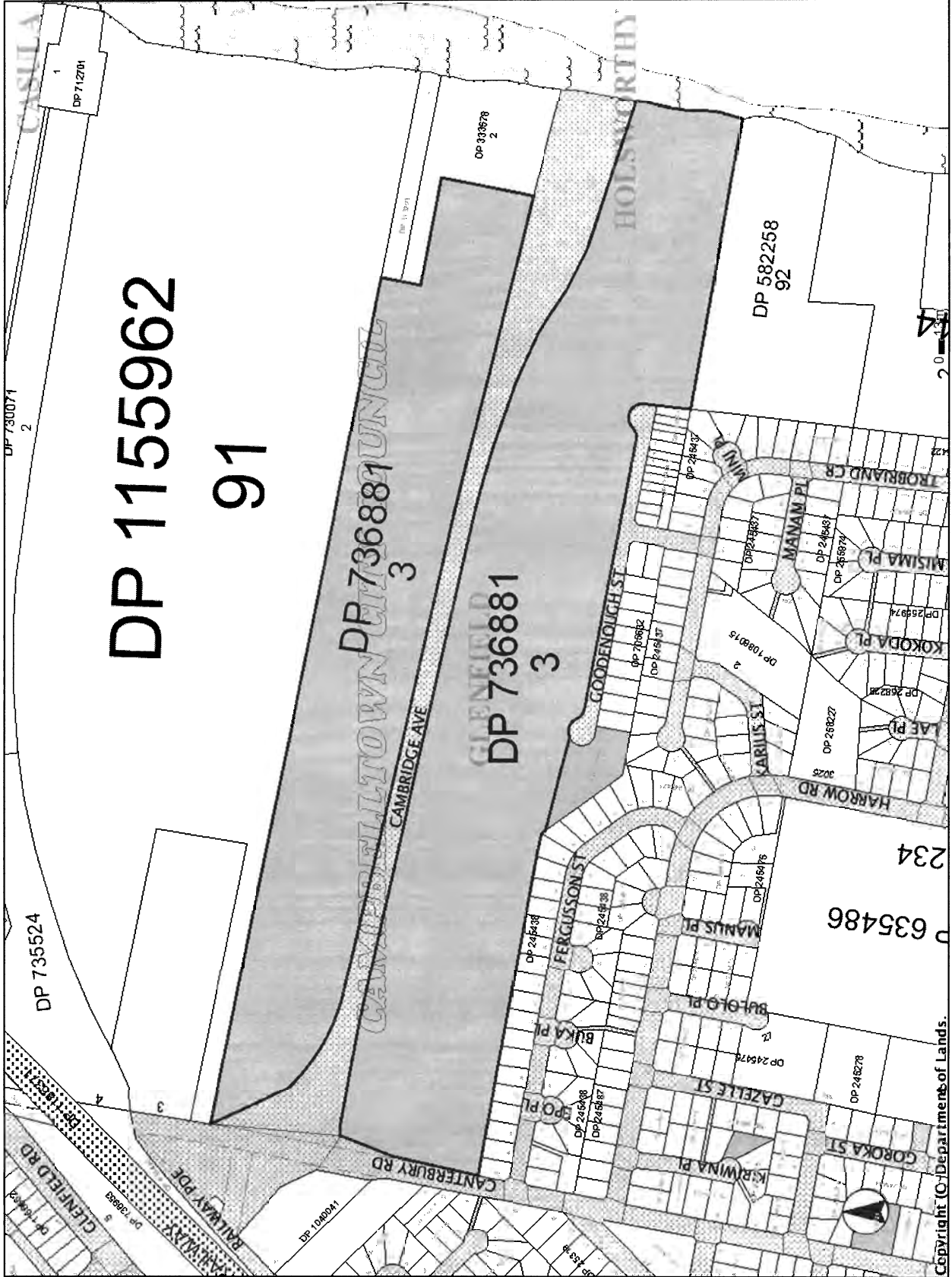
# Cadastral Records Viewer Print

**Current Feature**  
**Lot 3 DP736881**  
 Locality: GLENFIELD  
 LGA: CAMPBELLTOWN  
 Parish: MINTO  
 County: CUMBERLAND

## LEGEND

Parcels [Selected Features]

- Current Feature
- Other Selected Features
- Localities
- LGAs
- Rail Corridor
- Waterway Corridor
- Waterways
- Unidentified Parcels
- Parcels
- Standard Lot
- Standard Part Lot
- Strata
- Stratum
- Road Corridor
- Roads



Copyright © Department of Lands.

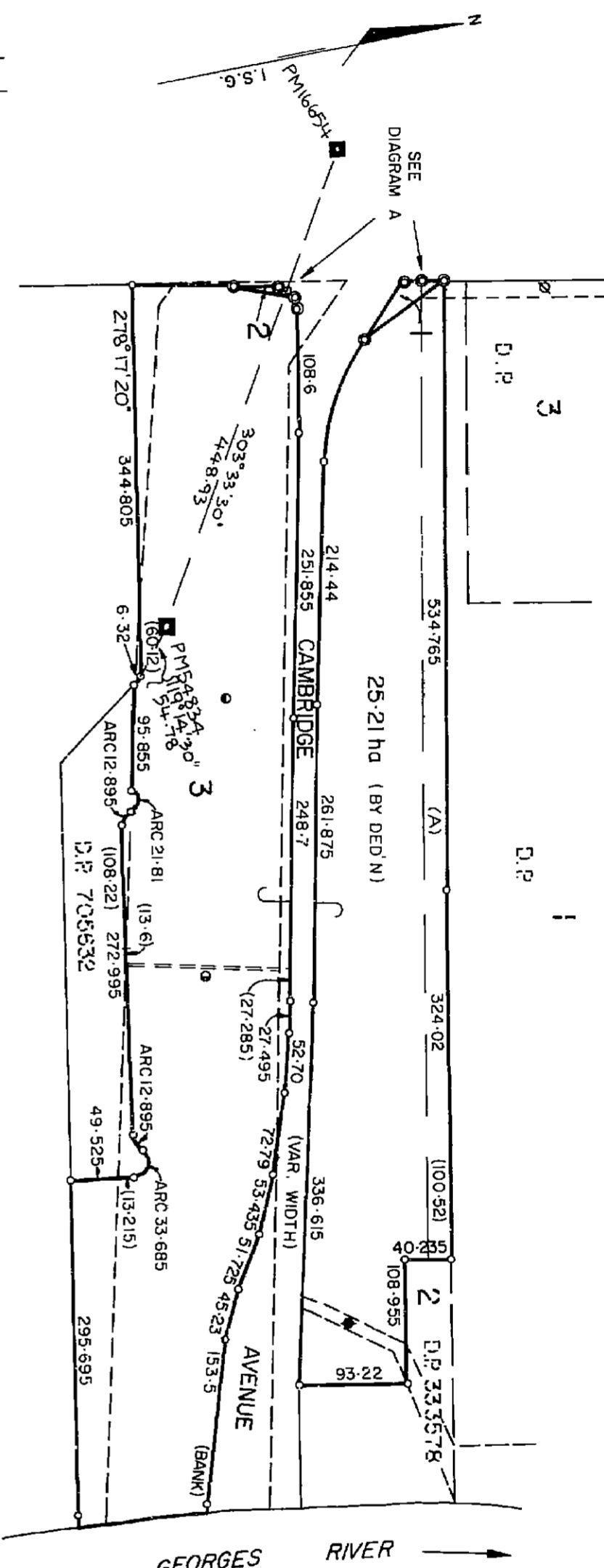
This information is provided as a searching aid only. While every endeavour is made to ensure the current cadastral pattern is accurately reflected, the Registrar General cannot guarantee the information provided.

Department of Lands

Signatures and seals only.

Plan Drawing only to appear in this space

(A) EXCLUDES MINERALS - CROWN GRANT  
VOL. 4371 "OL. 49 (2-246 HA GT)



**SCHEDULE**

CNR.	BEARING	DIST	REFERENCE MARKS
(A)	99° 00'	1.633	RM DH & W. FD. D.P. 609868
(B)	95° 52'	3.345	RM DH & W. FD. D.P. 609868
(C)	60° 55'	2.125	RM DH & W. FD. D.P. 609868
(D)	93° 24' 30"	16.255	PM CB FD. DR. 609868 (BY ME)
(E)	119° 12' 40"	3.455	RM DH & W. FD. D.P. 609868
(F)	109° 12' 40"	1.00	GIP
(G)	100° 21'	1.00	GIP
(H)	188° 20'	0.5	PM CB FD. DP. 609868

- EASEMENT FOR TRANSMISSION LINE VAR WIDTH (WIDE J 286563)
- EASEMENT FOR ACCESS 10 WIDE & VAR. RESUMED BY NOTIFICATION IN GOVT. GAZ. N° 78 OF 3 MAY, 1985
- EASEMENT FOR UNDERGROUND MAINS 1 WIDE (D.P. 705632)

**Council Clerk's Certificate**

I hereby certify that -

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans); and

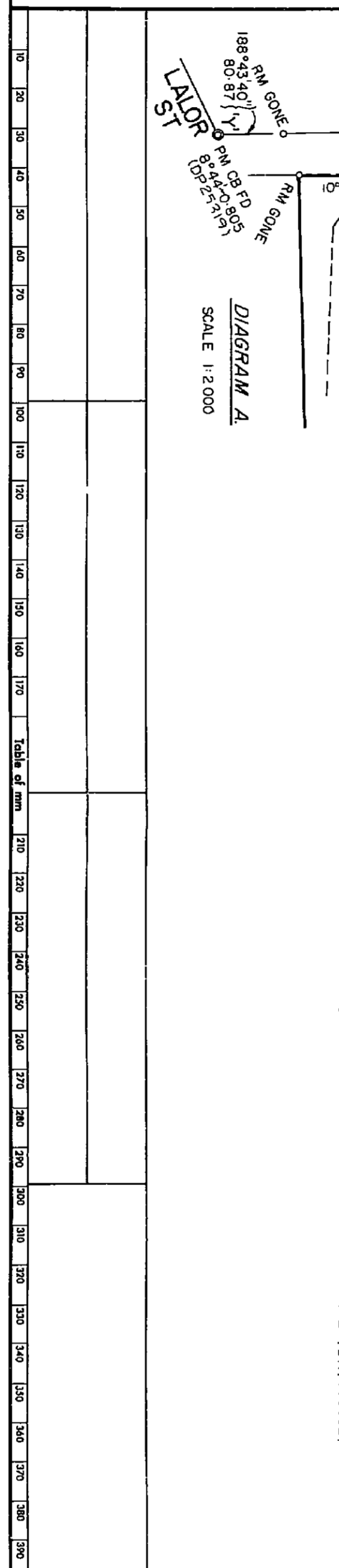
(b) the requirements of section 34g of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, in relation to the requirements of section 34g of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, have been complied with by the applicant in relation to the proposed subdivision of the land shown in the plan.

Subdivision No. ....

Date .....

Signature .....

Council Clerk .....



**DP 736881**

Registered: 11-11-1986

CA: TORRENS

Title System: TORRENS

Purpose: ACQUISITION - NOT A CURRENT PLAN AT REGN. S. 327A LCA

Ref. Map: U8227-6#92

U9137-7#92

Last Plan: DP 705632

PLAN OF SUBDIVISION OF LOT 20 D.P. 705632 FOR RESUMPTION PURPOSES

Reduction Ratio: 1:4 000

Lengths are in metres.

Municipality: CAMPBELLTOWN

City: GLENFIELD

Locality: GLENFIELD

Parish: MINTO

Country: CUMBERLAND

This is sheet 1 of my plan in sheets.

(Delete if inapplicable).

PETER, F. MOSS

Surveyor registered under the Surveyors Act, 1928, at the address of his office, 104 BATHURST ST. SYDNEY.

I certify that the plan is a true and correct copy of the original plan as shown to me by the applicant and that it is accurate and has been made in accordance with the Survey Practice Regulations, 1933, and was completed on 12th June 1986.

Signature: P.F. Moss 12/6/86

Surveyor registered under Surveyors Act, 1928, as amended. Datum: Line of Azimuth. X-Y-D.P. Strike out either (1) or (2). Printer's date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, easements or restrictions as to use.

THE STATE RAIL AUTHORITY OF N.S.W. INTENDS TO ACQUIRE LOTS 1 & 2 THEN DEDICATE THOSE LOTS TO THE PUBLIC AS ROAD UNDER THE PROVISIONS OF THE PUBLIC WORKS ACT, 1912

AREA 15 WIDE TO BE OCCUPIED UNDER SECTION 82 OF THE PUBLIC WORKS ACT 1912 AS AMENDED FOR CONSTRUCTION PURPOSES.

SURVEYOR'S REFERENCE: 86-0021 B 197431

12th November, 1986

Registrar General this day.

WARRING: CREASING OR FOLDING WILL LEAD TO REJECTION

MPD

# HISTORY OF TITLE TRANSACTION

Title Reference: 3/736881

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH

SEARCH DATE  
 -----  
 12/9/2014 6:04AM

FOLIO: 3/736881  
 -----

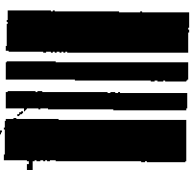
First Title(s): VOL 4371 FOL 49 OLD SYSTEM  
 Prior Title(s): 20/705632

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
11/11/1986	DP736881	DEPOSITED PLAN	LOT RECORDED FOLIO NOT CREATED
15/6/1990	Z26372	RESUMPTION APPLICATION	FOLIO CREATED CT NOT ISSUED
20/12/1993	I810468	REQUEST	EDITION 1
5/2/1996	O858396	REQUEST	
27/3/2001	7253388	LEASE	EDITION 2
27/3/2001	7502168	DEPARTMENTAL DEALING	
20/3/2003	9467957	TRANSFER OF LEASE	
2/5/2003	9496386	LEASE	
2/5/2003	9496387	LEASE	
2/5/2003	9496388	LEASE	EDITION 3
3/3/2004	AA465822	TRANSFER OF LEASE	
26/4/2006	AC243579	LEASE	
26/4/2006	AC243580	LEASE	
26/4/2006	AC243581	LEASE	EDITION 4
26/4/2006	AC257292	DEPARTMENTAL DEALING	EDITION 5
9/9/2011	AG484335	DISCHARGE OF MORTGAGE	EDITION 6
26/4/2012	AG711881	DETERMINATION OF LEASE	
26/4/2012	AG711882	DETERMINATION OF LEASE	
26/4/2012	AG711883	LEASE	
26/4/2012	AG711884	LEASE	
26/4/2012	AG711885	LEASE	
26/4/2012	AG711886	LEASE	
26/4/2012	AG711887	LEASE	
26/4/2012	AG711888	LEASE	EDITION 7
8/11/2013	AI149738	DEPARTMENTAL DEALING	

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

1985 STAMP DUTY



\$9-00



W977746

\$9-00

*[Handwritten signature]*

*[Handwritten 'P' in a circle]*

**TRANSFER**  
 REAL PROPERTY ACT, 1900

UBI of 1	Y	<i>R/L</i>
\$ 57		

DESCRIPTION OF LAND  
 Note (a)

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
IDENTIFIER 1/705632 20/705632	WHOLE	GLENFIELD PARISH of MINTO COUNTY of CUMBERLAND

TRANSFEROR  
 Note (b)

STANTAVUS Pty LIMITED

ESTATE  
 Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ and transfers an estate in fee simple pursuant to Deed of Appointment of new Trustee dated \* 27<sup>th</sup> November 1986 in the land above described to the TRANSFEREE

TRANSFEREE  
 Note (d)

FIGELA Pty LTD.	OFFICE USE ONLY <i>S</i>
as joint tenants/tenants in common	

TENANCY  
 Note (e)

PRIOR ENCUMBRANCES  
 Note (f)

subject to the following PRIOR ENCUMBRANCES 1. Mortgage T925209  
 2. \_\_\_\_\_ 3. \_\_\_\_\_

DATE 24<sup>th</sup> June 1987.

EXECUTION  
 Note (g)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the transferor who is personally known to me

Signature of Witness  
 Name of Witness (BLOCK LETTERS)  
 Address and occupation of Witness

The Common Seal of STANTAVUS Pty LIMITED was affixed hereto in the presence of:

*[Signature]* DIR. (23.6.87)  
 Signature of Transferor

Note (g)

Signed in my presence by the transferee who is personally known to me

Signature of Witness  
 Name of Witness (BLOCK LETTERS)  
 Address and occupation of Witness

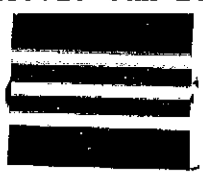
The Common Seal of FIGELA Pty LTD. was affixed hereto in the presence of:

*[Signature]* DIR. (23.6.87)  
 Signature of Transferee

TO BE COMPLETED BY LODGING PARTY  
 Notes (h) and (i)

LODGED BY <b>G'BRIEN, CONNORS &amp; KENNETT</b> SOLICITORS 685 PITTWATER ROAD, DEE WHY 2099 DX9101 DEE WHY PHONE 982-1655 651E		LOCATION OF DOCUMENTS	
Delivery Box Number		CT	OTHER
			Herewith.
			In L.T.O. with
		<i>2</i>	Produced by <i>2 KT</i>
Checked <i>EPH</i>	Passed	REGISTERED	-19
Signed	Extra Fee		11 AUG 1987
OFFICE USE ONLY		Secondary Directions	
		Delivery Directions	<i>PT 24J</i>

*15*



**CERTIFICATE OF TITLE**  
 PROPERTY ACT, 1900



14181-250

NEW SOUTH WALES

Appln No.24335 (part)

Vol. 14181 Fol. 250

Prior Title Vol.12143 Fol.76

EDITION ISSUED

18 7 1980



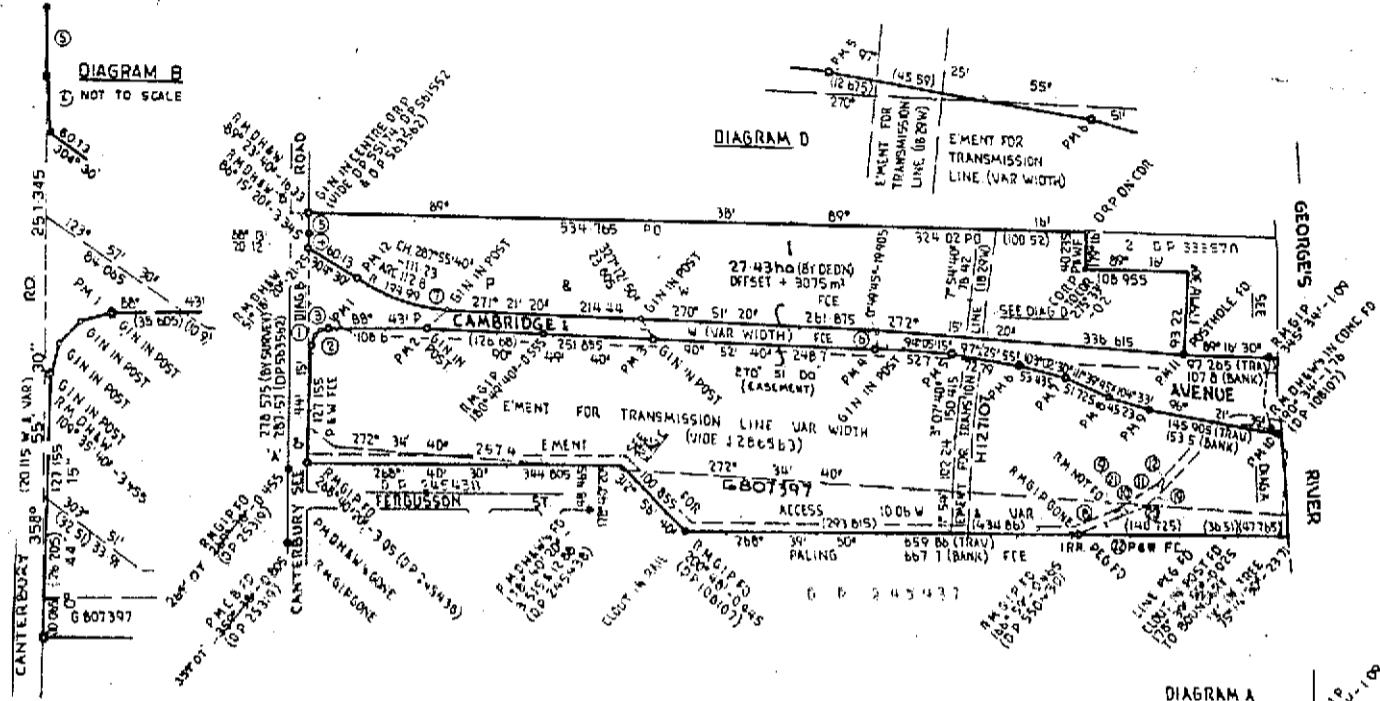
I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

*[Signature]*  
 Registrar General.



**PLAN SHOWING LOCATION OF LAND**

LENGTHS ARE IN METRES

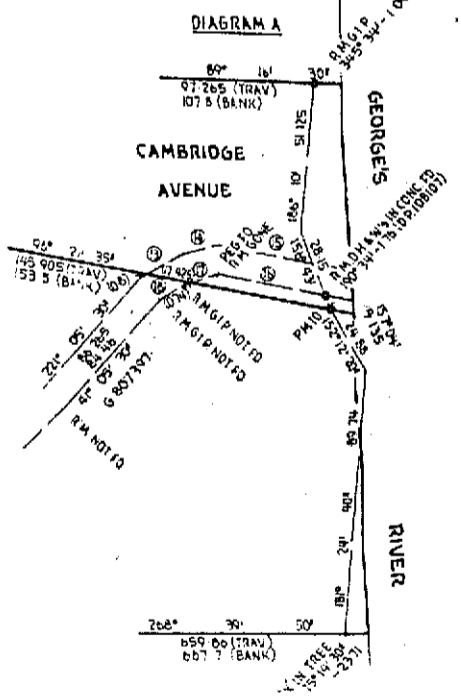
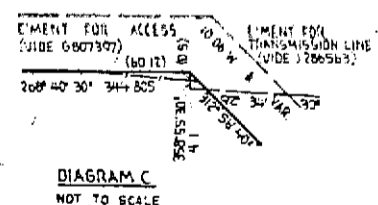


SCHEDULE OF PERMANENT MARKS

DESCRIPTION	BEARING	DIST
1 CONC BLOCK	176° 43'	0.5
2 CONC BLOCK	179° 45'	0.5
3 CONC BLOCK	189° 51'	0.5
4 CONC BLOCK	189° 50'	0.5
5 CONC BLOCK	177° 29'	0.55
6 CONC BLOCK	189° 11'	0.475
7 CONC BLOCK	190° 52'	2.5
8 CONC BLOCK	194° 33'	0.5
9 CONC BLOCK	194° 33'	0.5
10 D.H.&W.'S	194° 59' 30"	5.215
11 CONC BLOCK	340° 48'	0.535
12 CONC BLOCK	83° 43'	16.29

SCHEDULE OF SHORT BOUNDARIES

BEARING	DIST
1 15° 47' 40"	8.69
2 49° 10' 10"	8.725
3 74° 32' 50"	8.735
4 35° 57' 30"	15.185
5 35° 55' 30"	18.815
6 9° 34' 40"	27.495
7 48° 52' 35"	32.61
8 24° 17' 30"	49.365
9 15° 44'	10.06
10 73° 52'	24.265
11 74° 14'	31.02
12 31° 32'	10.06
13 24° 20'	15.485
14 25° 12' 30"	13.815
15 21° 18'	41.495 (TRAV)
16 96° 18'	45.72 (BANK)
17 2° 12' 30"	36.875 (TRAV)
18 7° 12' 30"	17.245 (BANK)
19 6° 20'	12.47
20 4° 32' 40"	33.54
21 63° 42'	3.44
22 71° 42'	24.58
23 65° 17' 30"	51.37



**ESTATE AND LAND REFERRED TO**

Estate in Fee Simple in Lot 1 in Deposited Plan 609868 at Glenfield in the City of Campbelltown Parish of Minto and County of Cumberland being part of Portion 70 granted to William Keele on 1-1-1810 and part of 2.246 hectares granted by Crown Grant Volume 4371 Folio 49. EXCEPTING THEREOUT the minerals reserved by the 2.246 hectares grant.

**FIRST SCHEDULE**

~~JOHN CLAYTON KENNEDY~~ Glenfield, Orchardist.

**SECOND SCHEDULE**

- Reservations and conditions, if any, contained in the Crown Grants above referred to.
- ~~6807397 Easement for access affecting the part of the land above described shown so burdened in Deposited Plan 609868. Released V25479.~~
- ~~H427407 Easement for transmission line 18.29 wide affecting the part of the land above described shown so burdened in Deposited Plan 609868. Released V25480.~~
- ~~J286563 Easement for transmission line 91.44 wide affecting the part of the land above described shown so burdened in Deposited Plan 609868.~~

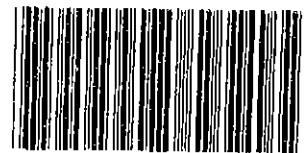
PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE REGISTRAR GENERAL'S OFFICE.

**CANCELLED**



**CERTIFICATE OF TITLE**



12143076

NEW SOUTH WALES

PROPERTY ACT, 1900

Appln. No.24335 (Part)

Vol. **12143** Fol. **76**

Prior Title Vol.4792 Fol.210

Edition issued 22-6-1973



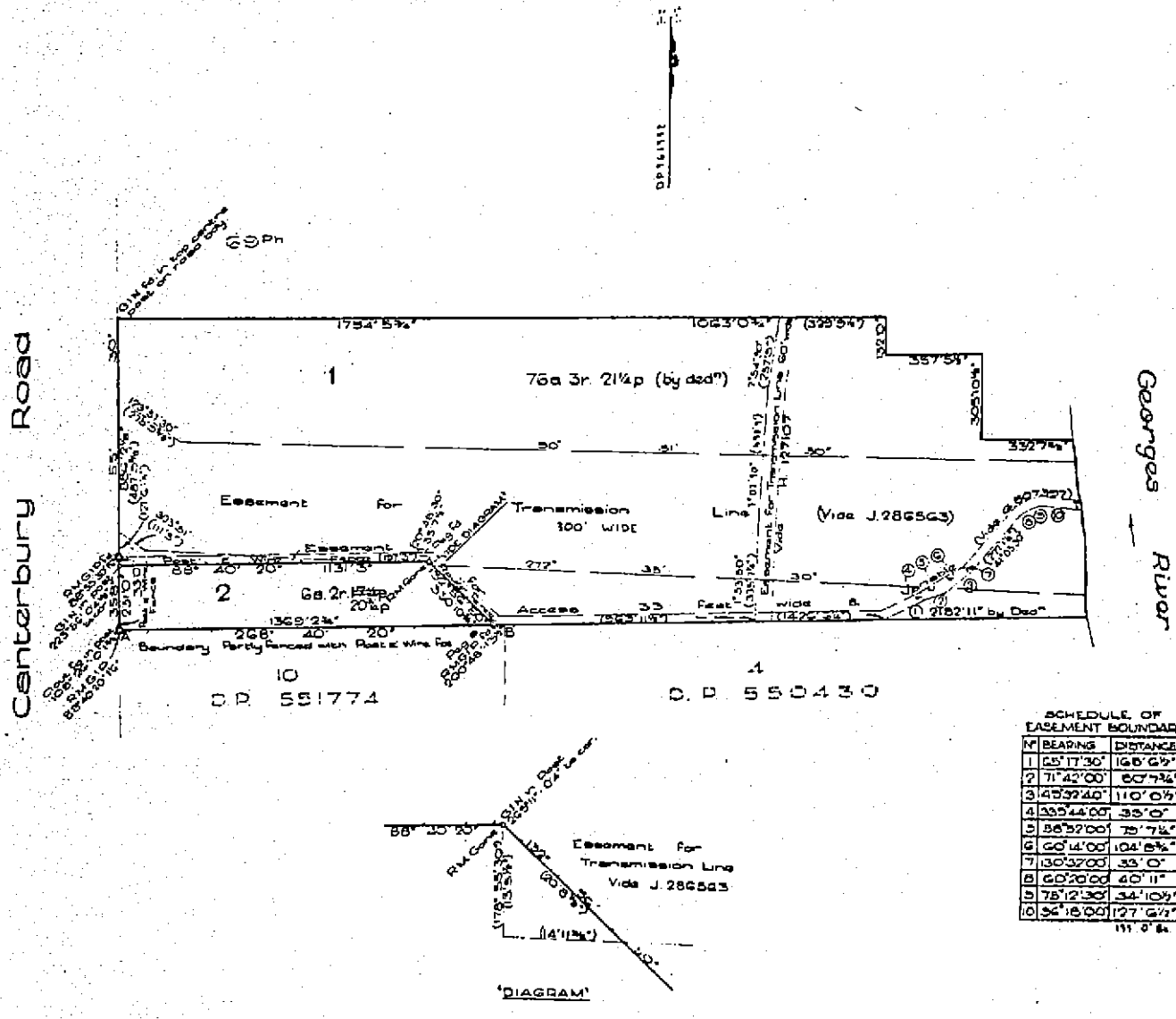
**CANCELLED**

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

*Janatson*  
 Registrar General.



PLAN SHOWING LOCATION OF LAND



SCHEDULE OF EASEMENT BOUNDARIES

N <sup>o</sup>	BEARING	DISTANCE
1	65° 17' 30"	168' 6 1/2"
2	71° 42' 00"	60' 7 1/2"
3	45° 32' 40"	110' 0 1/2"
4	33° 44' 00"	33' 0"
5	56° 32' 00"	75' 7 1/2"
6	60° 14' 00"	104' 5 1/2"
7	130° 37' 00"	33' 0"
8	60° 20' 00"	40' 11"
9	75° 12' 30"	34' 10 1/2"
10	34° 18' 00"	127' 6 1/2"

111' 0 1/2"

ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 1 in Deposited Plan 561552 at Glenfield in the City of Campbelltown Parish of Minto and County of Cumberland being part of Portion 70 granted to William Keele on 1-1-1810 and also part of 5 acres 2 roods 8 perches granted by Crown Grant Volume 4371 Folio 49. EXCEPTING THEREOUT the minerals reserved by the Crown Grant Volume 4371 Folio 49.

FIRST SCHEDULE

~~JOHN CLAYTON KENNEDY of Glenfield, Orchardist.~~

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grants above referred to.
2. Easement for Access created by Acquisition No.G807397 affecting the piece of land 33 feet and Variable Width shown in the plan hereon.
3. Easement for Transmission Line created by Resumption No.H127107 affecting the piece of land 60 feet wide shown in the plan hereon.
4. Easement for Transmission Line created by Resumption No.J286563 affecting the part of the land above described shown as "Easement for Transmission Line 300' wide" in the plan hereon.

*Janatson*  
 Registrar General

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE

12143 Fol. 76 (Page 1) Vol.





AC243581R

Form: 07L  
 Licence: 03-08-155  
 Licensee: Freehills

**LEASE**  
 New South Wales  
 Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only	NEW SOUTH WALES DUTY 13-04-2006 0003395900-001 LEASE - GENERAL DUTIABLE AMOUNT \$ *****100,657.00 DUTY *****700 AC
----------------------------------	--

**(A) TORRENS TITLE**

Property leased: if appropriate, specify the part or premises  
 PART of the land contained in Folio Identifier 3/736881 being the premises hatched black on the plan marked "B" annexed to lease registered number 7253388

**(B) LODGED BY**

Delivery Box 1109U	Name, Address or DX and Telephone P. BAIN & ASSOC. DX 670 SYDNEY Reference (optional): JK 3250441	LLIN 123802 X	CODE L
-----------------------	---	---------------	-----------

**(C) LESSOR**

FIGELA PTY LIMITED [ACN 003 179 986]

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): 1. X235087 Mortgage 2. 3.

**(E) LESSEE**

Crown Castle Australia Pty Limited  
 ABN 34 090 873 019

**TENANCY:**

- (G)**
1. **TERM** 5 years
  2. **COMMENCING DATE** 1 October 2014
  3. **TERMINATING DATE** 30 September 2019
  4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
  5. With an **OPTION TO PURCHASE** set out in Not applicable
  6. Together with and reserving the **RIGHTS** set out in annexure A
  7. Incorporates the provisions or additional material set out in **ANNEXURE(S) A** hereto.
  8. Incorporates the provisions set out in **LEASE registered** in the Department of Lands, Land and Property Information Division as No. 7253388
  9. The **RENT** is set out in item 5 of Schedule 1

Commonwealth Bank of Australia A.C.N. 123 123 124 being the Mortgagee  
under Memorandum of Mortgage No./dated Y235087  
of the premises demised by the within lease HEREBY CONSENTS to such let

SIGNED IN MY PRESENCE BY

MICHAEL HARRISON

of the Commonwealth Bank of Australia  
the duly constituted Attorney of the said  
Bank who is personally known to me



COMMONWEALTH BANK OF AUSTRALIA by its attorney  
who is RISK EXECUTIVE  
for the time being at PARRAMATTA  
and who is the attorney mentioned and referred to in  
Power of Attorney registered in the LAND TITLES OFFICE  
Bank of Australia No. 35



DATE 100, 04, 2006  
dd mm yyyy

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

See Annexure A

Note: where applicable, the lessor must complete the statutory declaration below.

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness:

Address of witness:

See Annexure A

(I) STATUTORY DECLARATION \*

I .....

solemnly and sincerely declare that-

- 1. The time for the exercise of option to renew in expired lease No. .... has ended;
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... in the State of .....

on ..... in the presence of-

Signature of witness:

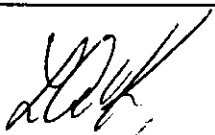
Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

\* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.



This is annexure A to the lease dated 10/4/2006 /...../...../2005  
Lessor: The person named in Item 1 of Schedule 1  
Lessee: Crown Castle Australia Pty Limited  
Premises: The premises identified in Item 3 of Schedule 1

---

## 1 Definitions

### 1.1 Definitions

In this Lease:

**Lease** means this lease and any lease cover sheet, annexure, exhibit, plan and schedule incorporated in or relating to this lease and includes any equitable lease or lease at law evidenced by the provisions expressed and implied in this document (including any annexure, exhibit, plan and schedule in or relating to this document).

**Prior Lease** means the prior lease the details of which are set out in **Item 6 of Schedule 1**, as transferred and varied (the details of such transfers and variations being as set out in **Item 6 of Schedule 1**).

**Sequential Lease** means a lease to the Lessee named in **Item 2 of Schedule 1** (or its successors and assigns) of the Premises referred to in **Item 3 of Schedule 1** (other than this Lease) which is entered into at the same time as this Lease but which is for a period which is before or after the term of this Lease.

---

## 2 Adoption and Amendment of Prior Lease

### 2.1 Adoption and Amendment of Prior Lease

- (a) The Lessor named in **Item 1 of Schedule 1** grants to the Lessee named in **Item 2 of Schedule 1** a lease of the Premises identified in **Item 3 of Schedule 1** for the term referred to in **Item 4 of Schedule 1** at the rent specified in **Item 5 of Schedule 1**.
- (b) Subject to the other provisions of this Lease, the Lessor and the Lessee agree to be bound by and observe the provisions of the Prior Lease as if its provisions were set out in full in this Lease as covenants and agreements between the Lessor and the Lessee.
- (c) If there is any inconsistency between this Lease and the terms of the Prior Lease (as incorporated into this Lease), then this Lease prevails.
- (d) In its application to this Lease, the Prior Lease is varied as set out in **Item 7 of Schedule 1**.

---

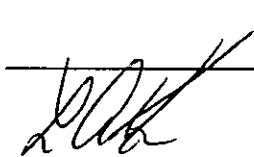
## 3 Sequential Lease

### 3.1 Application of clause 3

- (a) This clause 3 operates despite any other provision of this Lease.
- (b) This clause 3 applies only where one or more Sequential Leases are entered into in respect of the Premises referred to in **Item 3 of Schedule 1**.

### 3.2 Sequential lease

- (a) Where a Sequential Lease commences on the day after the date of expiration of this Lease, any provisions of this Lease in relation to:
- (1) the lessee's right to hold over after the expiration of this Lease;
  - (2) the lessee's obligation to remove any items from the Premises;
  - (3) the lessee's obligation to make good the Premises,
- which would normally apply on the expiration of this Lease do not apply on the expiration of this Lease.
- (b) If this Lease is transferred, then (despite any other provision of any Sequential Lease), the Sequential Leases which are expressed to commence after the date of the transfer are deemed to be assigned to the same transferee and with effect from the same date.
- (c) If a Sequential Lease which commenced prior to the commencement date of this Lease is or has been transferred, then this Lease is deemed to be transferred to the same transferee with effect from the same date.
- (d) If a Sequential Lease which commenced prior to the commencement date of this Lease terminates other than by expiration, then this Lease is terminated with effect from the same date.
- (e) If the Lessee gives to the Lessor notice not later than the date six months prior to the commencement date of this Lease that the Lessee no longer requires to occupy the Premises identified in **Item 3 of Schedule 1**, then this Lease is terminated with effect from the date of service of the notice.



**Executed as a deed:**

**THE COMMON SEAL** of **FIGELA PTY LIMITED [ACN 003 179 986]** was affixed  
by the authority of the Board of Directors  
in the presence of:



Director

LACHLAN ARTHUR KENNETT

Name (please print)



Director/Secretary

JACQUI KENNETT

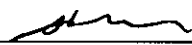
Name (please print)

**Signed sealed and delivered** for and on behalf  
of **Crown Castle Australia Pty Limited ACN  
090 873 019** by its duly appointed attorney  
David Andrew McKean  
under power of attorney registered Book 4444  
No. 308 in the presence of:

Crown Castle Australia Pty Limited ACN  
090 873 019 by its attorney



By executing this deed, the attorney states  
that the attorney has received no notice of  
revocation of the power of attorney

  
Signature of Witness

SONIA LEE

Name of Witness  
Crown Castle Australia Pty Limited  
Level 1, 754 Pacific Highway  
Chatswood NSW 2067

Address of Witness

## Schedule 1 – Details of Parties, Premises, Prior Lease and Amendments to Prior Lease

Item 1	Lessor:	<u>Figela Pty Ltd (ACN 003 179 896)</u> of Tall Timbers Canterbury Road, Glenfield NSW
Item 2	Lessee:	<u>Crown Castle Australia Pty Limited ABN 34 090 873 019</u> of Level 1, 754 Pacific Highway, Chatswood NSW
Item 3	Premises:	The premises hatched blacked on the plan marked "B" annexed to lease registered number 7253388
Item 4	Term:	5 years Commencing date: 1 October 2014 Terminating date: 30 September 2019
Item 5	Rent:	The Rent will be the Rent payable the preceding year increased by the increase in CPI, and it is then to be adjusted under the Lease.
Item 6	Prior Lease:	<p><b>Prior Lease:</b></p> <p><b>Registered Number:</b> 7253388</p> <p><b>Date:</b> 31 October 2000</p> <p><b>Lessor:</b> Figela Pty Limited</p> <p><b>Lessee:</b> Vodafone Network Pty Limited (ACN 081 918 461)</p> <p><b>Premises:</b> The premises set out in Item 3 of Schedule 1</p> <p><b>Term:</b> 5 years</p> <p><b>Commencing date:</b> 1 October 1999</p> <p><b>Option Clause:</b> 16</p> <p><b>Transfers of prior lease (by lessee):</b></p> <p><b>Registered Number:</b> 9467957</p> <p><b>Transferee:</b> Crown Castle Australia Pty Ltd</p>
Item 7	Amendments to Prior Lease:	<p>In its application to this Lease, the Prior Lease is varied as follows:</p> <ol style="list-style-type: none"> <li>1 Clause 16 is deleted</li> <li>2 All the words contained in Items 9 and 10 of the Reference Schedule are deleted and replaced with "Not applicable"</li> </ol>

---

**Schedule 2 – Not Used**

*[Handwritten signature]*

*[Handwritten mark]*

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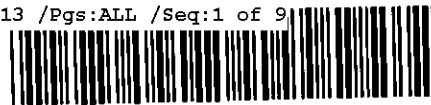
**Schedule 3 – Not Used**

*[Handwritten signature]*

*[Handwritten signature]*

Form: 07L  
 Licence: 03-08-155  
 Licensee: Freehills

**LEASE**  
 New South Wales  
 Real Property Act 1900



**AC243580T**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only	
NEW SOUTH WALES DUTY 13-04-2006 0003395897-001 SECTION 179-ORIGINAL NO DUTY PAYABLE	

**B**

**(A) TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

PART of the land contained in Folio Identifier 3/736881 being the premises hatched black on the plan marked "B" annexed to lease registered number 7253388

**(B) LODGED BY**

Delivery Box  11090	Name, Address or DX and Telephone  P. BAIN & ASSOC. DX 670 SYDNEY  Reference (optional): JK 3250441	LLPN 123802X	CODE  L
---------------------------	---	--------------	---------------

**(C) LESSOR**

FIGELA PTY LIMITED [ACN 003 179 986]

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): 1. X235087 Mortgage 2. 3.

**(E) LESSEE**

Crown Castle Australia Pty Limited  
 ABN 34 090 873 019

**TENANCY:**

**(G)**

1. **TERM** 5 years
2. **COMMENCING DATE** 1 October 2009
3. **TERMINATING DATE** 30 September 2014
4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
5. With an **OPTION TO PURCHASE** set out in Not applicable
6. Together with and reserving the **RIGHTS** set out in annexure A
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
8. Incorporates the provisions set out in **LEASE registered** in the Department of Lands, Land and Property Information Division as No. 7253388
9. The **RENT** is set out in item 5 of Schedule 1

Commonwealth Bank of Australia A.C.N. 123 123 124 being the Mortgaged  
under Memorandum of Mortgage No./dated...22.5.08.....  
of the premises demised by the within lease HEREBY CONSENTS to such

SIGNED IN MY PRESENCE BY

...Michael Harrison.....

.....  
.....  
of the Commonwealth Bank of Australia  
the duly constituted Attorney of the said  
bank who is personally known to me



.....  
COMMONWEALTH BANK OF AUSTRALIA by its attorney  
who is RISK EXECUTIVE  
at the time being at PARRAMATTA  
and who is the attorney mentioned and referred to in  
Power of Attorney registered in the LAND TITLES OFFICE  
Book 449/NA 35



DATE 10 / 04 / 2006  
dd mm yyyy

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

See Annexure A

**Note: where applicable, the lessor must complete the statutory declaration below.**

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness:

Address of witness:

See Annexure A

(I) ~~STATUTORY DECLARATION~~

I .....

solemnly and sincerely declare that-

- 1. The time for the exercise of option to renew in expired lease No. .... has ended;
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... in the State of .....  
on ..... in the presence of-

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

\* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

This is annexure A to the lease dated ...../...../2005<sup>10, 9 2006</sup>

**Lessor:** The person named in Item 1 of Schedule 1

**Lessee:** Crown Castle Australia Pty Limited

**Premises:** The premises identified in Item 3 of Schedule 1

---

## 1 Definitions

### 1.1 Definitions

In this Lease:

**Lease** means this lease and any lease cover sheet, annexure, exhibit, plan and schedule incorporated in or relating to this lease and includes any equitable lease or lease at law evidenced by the provisions expressed and implied in this document (including any annexure, exhibit, plan and schedule in or relating to this document).

**Prior Lease** means the prior lease the details of which are set out in **Item 6 of Schedule 1**, as transferred and varied (the details of such transfers and variations being as set out in **Item 6 of Schedule 1**).

**Sequential Lease** means a lease to the Lessee named in **Item 2 of Schedule 1** (or its successors and assigns) of the Premises referred to in **Item 3 of Schedule 1** (other than this Lease) which is entered into at the same time as this Lease but which is for a period which is before or after the term of this Lease.

---

## 2 Adoption and Amendment of Prior Lease

### 2.1 Adoption and Amendment of Prior Lease

- (a) The Lessor named in **Item 1 of Schedule 1** grants to the Lessee named in **Item 2 of Schedule 1** a lease of the Premises identified in **Item 3 of Schedule 1** for the term referred to in **Item 4 of Schedule 1** at the rent specified in **Item 5 of Schedule 1**.
- (b) Subject to the other provisions of this Lease, the Lessor and the Lessee agree to be bound by and observe the provisions of the Prior Lease as if its provisions were set out in full in this Lease as covenants and agreements between the Lessor and the Lessee.
- (c) If there is any inconsistency between this Lease and the terms of the Prior Lease (as incorporated into this Lease), then this Lease prevails.
- (d) In its application to this Lease, the Prior Lease is varied as set out in **Item 7 of Schedule 1**.

---

## 3 Sequential Lease

### 3.1 Application of clause 3

- (a) This clause 3 operates despite any other provision of this Lease.
- (b) This clause 3 applies only where one or more Sequential Leases are entered into in respect of the Premises referred to in **Item 3 of Schedule 1**.

### 3.2 Sequential lease

- (a) Where a Sequential Lease commences on the day after the date of expiration of this Lease, any provisions of this Lease in relation to:
- (1) the lessee's right to hold over after the expiration of this Lease;
  - (2) the lessee's obligation to remove any items from the Premises;
  - (3) the lessee's obligation to make good the Premises,
- which would normally apply on the expiration of this Lease do not apply on the expiration of this Lease.
- (b) If this Lease is transferred, then (despite any other provision of any Sequential Lease), the Sequential Leases which are expressed to commence after the date of the transfer are deemed to be assigned to the same transferee and with effect from the same date.
- (c) If a Sequential Lease which commenced prior to the commencement date of this Lease is or has been transferred, then this Lease is deemed to be transferred to the same transferee with effect from the same date.
- (d) If a Sequential Lease which commenced prior to the commencement date of this Lease terminates other than by expiration, then this Lease is terminated with effect from the same date.
- (e) If the Lessee gives to the Lessor notice not later than the date six months prior to the commencement date of this Lease that the Lessee no longer requires to occupy the Premises identified in **Item 3 of Schedule 1**, then this Lease is terminated with effect from the date of service of the notice.

**Executed as a deed:**

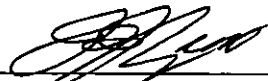
**THE COMMON SEAL** of **FIGELA PTY LIMITED [ACN 003 179 986]** was affixed  
by the authority of the Board of Directors  
in the presence of:



Director

LACILAN ARTHUR KENNETT

Name (please print)



Director/Secretary

JACQUI KENNETT

Name (please print)

**Signed sealed and delivered** for and on behalf  
of **Crown Castle Australia Pty Limited ACN  
090 873 019** by its duly appointed attorney  
David Andrew McKean  
under power of attorney registered Book 4444  
No. 308 in the presence of:

Crown Castle Australia Pty Limited ACN  
090 873 019 by its attorney



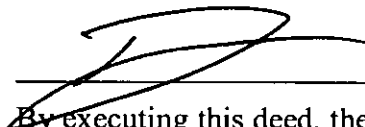
Signature of Witness

SONIA LEB

Name of Witness

Crown Castle Australia Pty Limited  
Level 1, 754 Pacific Highway  
Chatswood NSW 2067

Address of Witness



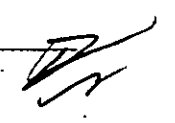
By executing this deed, the attorney states  
that the attorney has received no notice of  
revocation of the power of attorney

### Schedule 1 – Details of Parties, Premises, Prior Lease and Amendments to Prior Lease

<b>Item 1</b>	<b>Lessor:</b>	<u>Figela Pty Ltd (ACN 003 179 896)</u> of Tall Timbers Canterbury Road, Glenfield NSW
<b>Item 2</b>	<b>Lessee:</b>	<u>Crown Castle Australia Pty Limited ABN 34 090 873 019</u> of Level 1, 754 Pacific Highway, Chatswood NSW
<b>Item 3</b>	<b>Premises:</b>	The premises hatched blacked on the plan marked "B" annexed to lease registered number 7253388
<b>Item 4</b>	<b>Term:</b>	5 years Commencing date: 1 October 2009 Terminating date: 30 September 2014
<b>Item 5</b>	<b>Rent:</b>	The Rent will be the Rent payable the preceding year increased by the increase in CPI, and it is then to be adjusted under the Lease.
<b>Item 6</b>	<b>Prior Lease:</b>	<p><b>Prior Lease:</b></p> <p><b>Registered Number:</b> 7253388</p> <p><b>Date:</b> 31 October 2000</p> <p><b>Lessor:</b> Figela Pty Limited</p> <p><b>Lessee:</b> Vodafone Network Pty Limited (ACN 081 918 461)</p> <p><b>Premises:</b> The premises set out in Item 3 of Schedule 1</p> <p><b>Term:</b> 5 years</p> <p><b>Commencing date:</b> 1 October 1999</p> <p><b>Option Clause:</b> 16</p> <p><b>Transfers of prior lease (by lessee):</b></p> <p><b>Registered Number:</b> 9467957</p> <p><b>Transferee:</b> Crown Castle Australia Pty Ltd</p>
<b>Item 7</b>	<b>Amendments to Prior Lease:</b>	In its application to this Lease, the Prior Lease is varied as follows:  Nil

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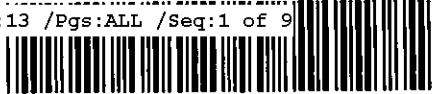
**Schedule 2 – Not Used**



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**Schedule 3 – Not Used**





AC243579C

Form: 07L  
Licence: 03-08-155  
Licensee: Freehills

**LEASE**  
New South Wales  
Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

**B**

Office of State Revenue use only	
	NEW SOUTH WALES DUTY 13-04-2006 0003395859-001 SECTION 179-ORIGINAL NO DUTY PAYABLE

**(A) TORRENS TITLE**

Property leased: if appropriate, specify the part or premises  PART of the land contained in Folio Identifier 3/736881 being the premises hatched black on the plan marked "B" annexed to lease registered number 7253388
---

**(B) LODGED BY**

Delivery Box  11090	Name, Address or DX and Telephone  P. BAIN & ASSOC. DX 670 SYDNEY  Reference (optional): JK 3250441	LLPN 123802 X	CODE  L
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**(C) LESSOR**

FIGELA PTY LIMITED [ACN 003 179 986]
--------------------------------------

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): 1. X235087 Mortgage 2. 3.

**(E) LESSEE**

Crown Castle Australia Pty Limited ABN 34 090 873 019
<b>TENANCY:</b>

**(G)**

1. **TERM** 5 years
2. **COMMENCING DATE** 1 October 2004
3. **TERMINATING DATE** 30 September 2009
4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
5. With an **OPTION TO PURCHASE** set out in Not applicable
6. Together with and reserving the **RIGHTS** set out in annexure A
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
8. Incorporates the provisions set out in **LEASE registered** in the Department of Lands, Land and Property Information Division as No. 7253388
9. The **RENT** is set out in item 5 of Schedule 1

CT (100) 2/3/2004 044258

Commonwealth Bank of Australia A.C.N. 123 123 124 being the Mortgagee  
under Memorandum of Mortgage No./dated X238087  
of the premises demised by the within lease ~~HEREBY~~ CONSENTS to such lease.

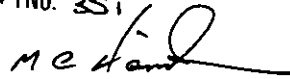
SIGNED IN MY PRESENCE BY

MICHAEL HARASON  
.....  
.....

.....  
of the Commonwealth Bank of Australia,  
the duly constituted Attorney of the said  
bank who is personally known to me.



COMMONWEALTH BANK OF AUSTRALIA by its attorney  
who is RISK EXECUTIVE  
for the time being at DARWIN  
and who is the attorney mentioned and referred to in  
Power of Attorney registered in the LAND TITLES OFFICE  
Book ~~449~~ No. 351



DATE 18/01/04 OATS 2003  
dd mm yyyy

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

See Annexure A

Note: where applicable, the lessor must complete the statutory declaration below.

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness:

Address of witness:

See Annexure A

(I) STATUTORY DECLARATION \*

I .....

solemnly and sincerely declare that-

- 1. The time for the exercise of option to renew in expired lease No. .... has ended;
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... in the State of .....

on ..... in the presence of-

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

\* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

This is annexure A to the lease dated <sup>18 4 2006</sup> ...../...../2005  
Lessor: The person named in Item 1 of Schedule 1  
Lessee: Crown Castle Australia Pty Limited  
Premises: The premises identified in Item 3 of Schedule 1

---

## 1 Definitions

### 1.1 Definitions

In this Lease:

**Lease** means this lease and any lease cover sheet, annexure, exhibit, plan and schedule incorporated in or relating to this lease and includes any equitable lease or lease at law evidenced by the provisions expressed and implied in this document (including any annexure, exhibit, plan and schedule in or relating to this document).

**Prior Lease** means the prior lease the details of which are set out in **Item 6 of Schedule 1**, as transferred and varied (the details of such transfers and variations being as set out in **Item 6 of Schedule 1**).

**Sequential Lease** means a lease to the Lessee named in **Item 2 of Schedule 1** (or its successors and assigns) of the Premises referred to in **Item 3 of Schedule 1** (other than this Lease) which is entered into at the same time as this Lease but which is for a period which is before or after the term of this Lease.

---

## 2 Adoption and Amendment of Prior Lease

### 2.1 Adoption and Amendment of Prior Lease

- (a) The Lessor named in **Item 1 of Schedule 1** grants to the Lessee named in **Item 2 of Schedule 1** a lease of the Premises identified in **Item 3 of Schedule 1** for the term referred to in **Item 4 of Schedule 1** at the rent specified in **Item 5 of Schedule 1**.
- (b) Subject to the other provisions of this Lease, the Lessor and the Lessee agree to be bound by and observe the provisions of the Prior Lease as if its provisions were set out in full in this Lease as covenants and agreements between the Lessor and the Lessee.
- (c) If there is any inconsistency between this Lease and the terms of the Prior Lease (as incorporated into this Lease), then this Lease prevails.
- (d) In its application to this Lease, the Prior Lease is varied as set out in **Item 7 of Schedule 1**.

---

## 3 Sequential Lease

### 3.1 Application of clause 3

- (a) This clause 3 operates despite any other provision of this Lease.
- (b) This clause 3 applies only where one or more Sequential Leases are entered into in respect of the Premises referred to in **Item 3 of Schedule 1**.

### 3.2 Sequential lease

- (a) Where a Sequential Lease commences on the day after the date of expiration of this Lease, any provisions of this Lease in relation to:
- (1) the lessee's right to hold over after the expiration of this Lease;
  - (2) the lessee's obligation to remove any items from the Premises;
  - (3) the lessee's obligation to make good the Premises,
- which would normally apply on the expiration of this Lease do not apply on the expiration of this Lease.
- (b) If this Lease is transferred, then (despite any other provision of any Sequential Lease), the Sequential Leases which are expressed to commence after the date of the transfer are deemed to be assigned to the same transferee and with effect from the same date.
- (c) If a Sequential Lease which commenced prior to the commencement date of this Lease is or has been transferred, then this Lease is deemed to be transferred to the same transferee with effect from the same date.
- (d) If a Sequential Lease which commenced prior to the commencement date of this Lease terminates other than by expiration, then this Lease is terminated with effect from the same date.

**Executed as a deed:**

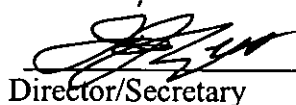
**THE COMMON SEAL** of **FIGELA PTY LIMITED [ACN 003 179 986]** was affixed  
by the authority of the Board of Directors  
in the presence of:



Director

WILLIAM ARTHUR KENNETT

Name (please print)



Director/Secretary

JACQUI KENNETT

Name (please print)

**Signed sealed and delivered** for and on behalf  
of **Crown Castle Australia Pty Limited ACN  
090 873 019** by its duly appointed attorney  
David Andrew McKean  
under power of attorney registered Book 4444  
No. 308 in the presence of:

Crown Castle Australia Pty Limited ACN  
090 873 019 by its attorney



By executing this deed, the attorney states  
that the attorney has received no notice of  
revocation of the power of attorney



Signature of Witness

SONIA LEE

Name of Witness

Crown Castle Australia Pty Limited  
Level 1, 754 Pacific Highway  
Chatswood NSW 2067

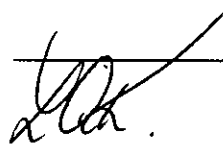
Address of Witness

**Schedule 1 – Details of Parties, Premises, Prior Lease and Amendments to Prior Lease**

<b>Item 1</b>	<b>Lessor:</b>	<u>Figela Pty Ltd (ACN 003 179 896)</u> of Tall Timbers Canterbury Road, Glenfield NSW
<b>Item 2</b>	<b>Lessee:</b>	<u>Crown Castle Australia Pty Limited ABN 34 090 873 019</u> of Level 1, 754 Pacific Highway, Chatswood NSW
<b>Item 3</b>	<b>Premises:</b>	The premises hatched blacked on the plan marked "B" annexed to lease registered number 7253388
<b>Item 4</b>	<b>Term:</b>	5 years Commencing date: 1 October 2004 Terminating date: 30 September 2009
<b>Item 5</b>	<b>Rent:</b>	The Rent for the first year of the Term is \$13,440.95, and it is then to be adjusted under the Lease.
<b>Item 6</b>	<b>Prior Lease:</b>	<p><b>Prior Lease:</b></p> <p><b>Registered Number:</b> 7253388</p> <p><b>Date:</b> 31 October 2000</p> <p><b>Lessor:</b> Figela Pty Limited</p> <p><b>Lessee:</b> Vodafone Network Pty Limited (ACN 081 918 461)</p> <p><b>Premises:</b> The premises set out in Item 3 of Schedule 1</p> <p><b>Term:</b> 5 years</p> <p><b>Commencing date:</b> 1 October 1999</p> <p><b>Option Clause:</b> 16</p> <p><b>Transfers of prior lease (by lessee):</b></p> <p><b>Registered Number:</b> 9467957</p> <p><b>Transferee:</b> Crown Castle Australia Pty Ltd</p>
<b>Item 7</b>	<b>Amendments to Prior Lease:</b>	In its application to this Lease, the Prior Lease is varied as follows:  Nil

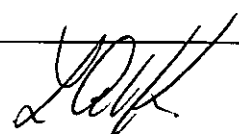
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## Schedule 2 – Not Used



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**Schedule 3 – Not Used**



# TRANSFER OF LEASE MORTGAGE OR CHARGE

New South Wales  
Real Property Act 1900



## AA465822G

Form: 01TL  
Licence: 01-09-004  
Licensee: Corrs Chambers Westgarth

**PRIVACY NOTE: this information is legally required and will become part of the public record**

### STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY  
12-03-2003 0001317398-002  
SECTION 18(2)  
DUTY \$ \*\*\*\*\*2.00

### (A) LEASE/MORTGAGE/ CHARGE

9496388 V

### (B) TORRENS TITLE

Folio Identifier : 3/736881

### (C) LODGED BY

Delivery Box  238N	Name, Address, or DX and Telephone <b>BLAKE DAWSON WALDRON Lawyers Grosvenor Place 225 George Street, Sydney N.S.W. 2000 Australia Reference (optional): Site 2255B DX: 335</b>  awp	CODE TL TM TC
-----------------------------	---	------------------------

### (D) TRANSFEROR

Lucent Technologies Australia Pty Limited ACN 002 326 687

(E) The transferor acknowledges receipt of the consideration of \$1.00 and transfers to the transferee all the transferor's estate and interest in the lease/mortgage/charge specified above.

(F) Encumbrances (if applicable) 1. 2. 3.

### (G) TRANSFEE

Telstra Corporation Limited ABN 33 051 775 556

### (H) TENANCY:

DATE 28 / 2 / 03  
dd mm yyyy

(I) I certify that the transferor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness: #

Address of witness: #

I certify that the transferee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness:

Signature of transferee:

Name of witness: #

Address of witness: #

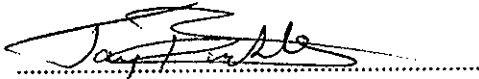
If signed on the transferee's behalf by a solicitor or licensed conveyancer, insert the signatory's full name and capacity below:

ANNEXURE A

THIS IS THE ANNEXURE A REFERRED TO IN THE TRANSFER OF LEASE BETWEEN LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED AND TELSTRA CORPORATION LIMITED ABN 55 051 775 556

DATED 28 February 2002/3

EXECUTED for and on behalf of )  
LUCENT TECHNOLOGIES AUSTRALIA PTY )  
LTD by PAUL ALBERT BROWN pursuant to Power )  
of Attorney Registered No.86 Book 4348 )



Witness

JAY BUCKLEY

Name of Witness (print)

68-72 Waterloo Road,  
North Ryde NSW



PAUL ALBERT BROWN

EXECUTED for and on behalf of TELSTRA )  
CORPORATION LIMITED ABN 33 051 775 556 )  
by its attorney pursuant to Power of Attorney )  
Registered No. 72 Book 4338 who states that no notice )  
of revocation of the power of attorney has been  
received in the presence of:



Witness

TERRANCE JOHN LAYTON

Name of Witness (print)

242 Exhibition Street  
Melbourne Vic



Attorney

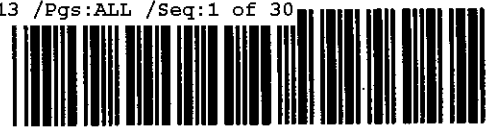
RICHARD JOHN WATERS

Name of Attorney (print)

Form: 07L  
Licence: 01-09-014  
Licensee: Corrs Chambers Westgarth



**LEASE**  
New South Wales  
Real Property Act 1900



**9496388V**

**PRIVACY NOTE: this information is legally required and will b**

**STAMP DUTY**

Office of State Revenue use only	
NEW SOUTH WALES DUTY	
25-03-2003	0001333471-003
LEASE - GENERAL	
DUTIABLE AMOUNT \$ *****115,001.00	
DUTY \$ *****102.00	

**(A) PROPERTY LEASED**

Folio Identifier 3/736881  
Part, being Lot 3 in Deposited Plan 736881 being the area shown hatched on the annexed plan.

**(B) LODGED BY**

**RELODGED**  
01 MAY 2003  
TIME: 3.40

Delivery Box	Name, Address or DX and Telephone	CODE
6985 651E	Corrs Chambers Westgarth Governor Phillip Tower 1 Farrer Place SYDNEY NSW 2000 DX 133 SYDNEY Reference (optional): S/1561196/3 - Site 2/59B	L
	O'BRIEN CONNORS & KENNETT 22-26 FISHER ROAD, DEE WHY 2099 DX 9101 DEE WHY 982 1655 H & Figela / 30094	

**(C) LESSOR**

FIGELA PTY LTD

The lessor leases to the lessee the property referred to above.

**(D)** Encumbrances (if applicable) 1. 2. # 3. #

**(E) LESSEE**

LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED  
ACN 002 326 687  
**TENANCY:**

- (G)** 1. **TERM:** Five (5) years  
2. **COMMENCING DATE:** 1 March 2011  
3. **TERMINATING DATE:** 29 February 2016  
4. ~~With two **OPTIONS TO RENEW** each for a period of Five (5) years set out in Clause 2.3~~  
5. ~~With an **OPTION TO PURCHASE** set out in~~  
6. Together with and reserving the **RIGHTS** set out in Annexure A  
7. Incorporates the provisions set out in **ANNEXURE A** hereto.  
8. ~~Incorporates the provisions or additional material set out in **MEMORANDUM No.** filed in the Land Titles Office.~~

*Handwritten signatures and initials*

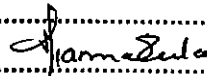
*Handwritten: CT-425P*

*Handwritten: 12*

**COMMONWEALTH BANK OF AUSTRALIA**  
being the Mortgagee under Memorandum of  
Mortgage No./Dated.....7253388.....  
of the premises demised by the within lease  
**HEREBY CONSENTS** to such lease.

  
SIGNED IN MY PRESENCE BY

Patrick James Phibbs

.....  
  
.....

of the Commonwealth Bank of Australia,  
the duly constituted Attorney of the said  
bank who is personally known to me,

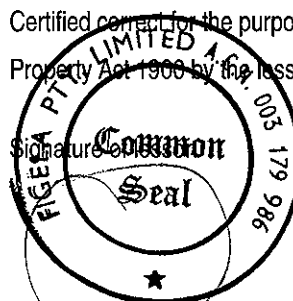
Signed at Liverpool the 14 day of  
March 2003 For Commonwealth  
Bank of Australia ACN 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4043 No. 618

Witness

DATE: 25/3/2003  
dd mm yyyy

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.



Signature of witness:

Name of witness: #

Address of witness: #

X  
X  
*[Handwritten signature]*

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: #

Address of witness: #

(I) **STATUTORY DECLARATION**

I # solemnly and sincerely declare that-

- 1 The time for the exercise of the option to renew/option to purchase in expired lease No # has ended;
- 2 The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at # in the State of # on / /

in the presence of-

Signature of witness:

Signature of lessor:

Name of witness: #

Address of witness: #

Qualification of witness: #

A

**THIS IS THE ANNEXURE MARKED A REFERRED TO IN THE MEMORANDUM OF LEASE BETWEEN FIGELA PTY LTD AS LESSOR AND LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED, ACN 002 326 687 AS LESSEE DATED**

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## **PARTIES**

**1 LESSOR**

**2 LESSEE**

## **THE PARTIES AGREE**

### **1 DICTIONARY**

The Dictionary in **Schedule A**

- (a) defines some of the terms used in this Lease; and
- (b) sets out the rules of interpretation which apply to this Lease.

### **2 TERM & FURTHER TERMS**

#### **2.1 Term**

This Lease is for the Term which commences on the date stated in Item 6 of the Reference Schedule and expires on the date stated in Item 7 of the Referenced Schedule.

#### **2.2 Holding Over**

- (a) If the Lessor allows the Lessee to hold over after the expiry of the Term (other than pursuant to a further lease), the Lessee will become a six monthly tenant and will pay the Lessor:
  - (i) a monthly rent equal to one twelfth of the amount of the Rent payable immediately before the expiry of the Term; and
  - (ii) any other money payable to the Lessor under this Lease.
- (b) Either party may terminate the tenancy by giving to the other party six months' notice in writing to expire on any date. Otherwise the tenancy will continue on the same terms and conditions in this Lease.

### **3 PAYMENTS**

#### **3.1 Rent**

- (a) The Lessee agrees to pay the Lessor the Rent by equal monthly instalments (and proportionately for any part of a month) in advance on the first day of each month provided that the first instalment will be paid on the Rent Commencement Date.
- (b) All instalments must be paid by electronic funds transfer to a bank account nominated by the Lessor. The Lessor must notify the Lessee of the details of the bank account on or before the Rent Commencement Date.
- (c) On the expiry or earlier termination of this Lease, the Lessor must promptly repay to the Lessee any Rent previously paid by the Lessee in respect of any period after such expiry or termination.

### **3.2 Rent Review**

On each Review Date during the Term or any extension or renewal of the Term, the Rent will be reviewed in accordance with the following formula:

$$A \quad \times \quad \frac{C2}{C1}$$

where:

A is the Rent payable during the year immediately before the relevant Review Date;

C1 is the Index Number for the quarter ending immediately before the commencement date of this Lease or, where a rent review has taken place, the Review Date immediately before the relevant Review Date; and

C2 is the Index Number for the quarter ending immediately before the relevant Review Date.

### **3.3 Payment of services by the Lessee**

The Lessee will pay to the proper authorities all charges for utility and other services consumed by the Lessee on the Premises (provided such utilities and services are separately metered), including without limitation electricity services.

### **3.4 Separate Metering of electricity**

If the Premises are not separately metered, the Lessee will, at its own cost and expense install (within a reasonable time after the commencement date of this Lease but before consuming any electricity) and maintain a separate electricity meter for all electricity connected to and consumed on or in respect of the Premises.

### **3.5 Connection of electricity supply and installation of apparatus**

If requested by the Lessee, the Lessor must (at the Lessee's cost) enable the Lessee to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's Equipment.

## **4 USE OF THE PREMISES AND COMMON AREAS**

### **4.1 Permitted Purpose**

The Lessee must not without the prior written consent of the Lessor, use or permit or allow any other person to use the Premises for any purpose other than the Permitted Purpose.

### **4.2 Licensed Area**

In addition to its rights under this Lease in relation to the Premises, the Lessee shall be entitled to use the Licensed Area from time to time for the purpose of installation, testing, operation, maintenance, replacement and removal of equipment ancillary to the Lessee's Equipment. The provisions of this Lease shall where the context permits apply in relation to the Licensed Area in the same way as they apply to the Premises, except that the

Lessee's rights in relation to the Licensed Area are as licensee and not lessee, and the Lessee shall not be entitled to exclusive possession of the Licensed Area.

The Lessor must not alter the size of location of the Licensed Area, or permit third parties to use the Licensed Area if to do so would have a material adverse affect on the Lessee's use of the Premises.

#### **4.3 Use of Common Areas**

The Lessee and the Lessee's employees and agents may use the Common Areas for their intended purposes from time to time. The Lessee will comply with the Lessor's reasonable directions for the use of the Common Areas.

#### **4.4 Consents and Approvals of Authorities**

If the use of the Premises by the Lessee is permissible only with the consent or approval of a statutory, public, municipal or other proper authority, the Lessee must obtain the consent at its own expense.

#### **4.5 Compliance with Laws**

The Lessee must comply with (at its own expense) all statutes, regulations and legal requirements of any competent authority in relation to or affecting the Lessee's Equipment or its particular use or occupation of the Premises but the Lessee is not required to carry out works which are structural in nature.

#### **4.6 No Warranty as to Use**

The Lessor does not warrant that the Premises are suitable for the Lessee's intended use.

#### **4.7 No Noisy or Offensive Use**

The Lessee will not use the Premises in a noisy, offensive or noxious manner nor in a manner which will cause a nuisance or disturbance.

### **5 ASSIGNMENT/SUBLETTING**

#### **5.1 Security**

The Lessee may mortgage, charge or provide other security over this Lease or its right to possession of the Premises, or any part of them, without the prior written consent of the Lessor if the mortgage, charge or other security is provided to a bank or other financial institution in the ordinary course of business.

#### **5.2 Assignment to OTN or Related Body Corporate**

The Lessee may assign this Lease or sub-let or grant a licence in respect of the Premises to a Related Body Corporate, OTN, any other carrier under the Telecommunications Act 1997 (Cth) or any person to whom the Lessee is required by law to assign, sub-let or licence without the Lessor's consent. The Lessee must give the Lessor written notice of any assignment, sub-lease or licence under this clause within 30 days after the date of the assignment or sub-lease or licence.

### **5.3 Assignment, Sub-Letting and other Dealings**

Except as provided in **clauses 5.1 and 5.2** the Lessee must not assign, transfer, sub-let, licence, mortgage, charge or otherwise deal with this Lease or its right to possession of the Premises, or any part of them, without the prior written consent of the Lessor, which will not be withheld, if:

- (a) in the case of an assignment or transfer:
  - (i) the Lessee demonstrates to the reasonable satisfaction of the Lessor that any proposed assignee or transferee is responsible, respectable, of sound financial standing and intends to use the Premises for the Permitted Purpose or another purpose as may be approved by the Lessor, acting reasonably;
  - (ii) the Lessee procures that the proposed assignee or transferee executes a deed with the Lessor under which it agrees to be bound by the terms of this Lease as if it were the Lessee in a form reasonably required by the Lessor;
  - (iii) if reasonably required by the Lessor, the Lessor is provided with a guarantee of the obligations of the proposed assignee or transferee provided by a director or shareholder of the assignee or transferee, or other third party; and
- (b) in the case of a sub-lease or licence, the Lessee procures that the proposed sub-lessee or licensee executes a deed with the Lessor in a form reasonably required by the Lessor by which the proposed sub-lessee or licensee agrees that it will not by its act or omission cause any breach of the provisions of this Lease; and
- (c) all reasonable and proper costs incurred by the Lessor for any matter relating to or arising out of this clause have been paid by the Lessee and the Lessee agrees that if the proposed dealing does not proceed to completion the Lessee will still pay the reasonable and proper costs to the Lessor.

### **5.4 Lessee Released**

If this Lease is assigned or transferred in accordance with the requirements of this **clause 5**, the assignor or transferor shall upon completion of such assignment or transfer be deemed to have been released from all obligations and liabilities whatsoever under or in connection with this Lease arising after such assignment or transfer and the Lessor will if requested to do so execute such documents as the assignor or transferor reasonably requires to further evidence such release.

## **6 ACCESS TO THE PROPERTY**

### **6.1 Access**

The Lessor acknowledges that because the Lessee uses the Premises for the purposes of a mobile telephone network, it will be necessary for the Lessee to be able to quickly obtain access to the Premises at all times to carry out repairs and maintenance. Accordingly, the parties agree that the Lessee and its employees, contractors and agents will be entitled to unrestricted access to the Premises on a 24 hour, 7 days a week basis.

## **6.2 Installing and Maintaining Equipment**

The Lessor must allow the Lessee and its employees, contractors and agents reasonable access over the Land with vehicles, machinery and equipment for the purpose of installing, testing, operating, maintaining and removing the Lessee's Equipment.

## **6.3 Electric and other Cables**

The Lessee shall be entitled to install, maintain use and remove electrical and other cables and ancillary items in the Land in such locations as may be approved by the Lessor, such approval not to be unreasonably withheld, and in accordance with the reasonable directions of the Lessor, and the Lessee and its employees, contractors and agents shall be entitled to have reasonable access to the Land for such purposes, together with machinery equipment and vehicles reasonably required for such purposes.

## **6.4 Roads and Access Ways**

The Lessee shall be entitled to construct roads and other access ways on the Land in such locations as are approved by the Lessor and in accordance with the reasonable directions of the Lessor, such approval not to be unreasonably withheld, and the Lessee and its employees, contractors and agents shall be entitled to have reasonable access to the Land for such purposes, together with machinery equipment and vehicles reasonably required for such purposes.

## **7 MAINTENANCE & REPAIRS**

### **7.1 Maintenance Obligations**

- (a) The Lessee must during the Term and any extension or renewal of the Term maintain, replace and repair and keep that part of the Premises used by the Lessee for the Permitted Purpose in good and substantial repair and condition (having regard to their condition at the commencement of this Lease) and at the expiry or earlier determination of this Lease must yield up the Premises to the Lessor in good and substantial repair and condition.
- (b) The obligation of the Lessee in **clause 7.1(a)** does not include responsibility for fair wear and tear, repairs to the structure of any building and any damage caused by fire, flood, storm or tempest or other disabling cause, unless negligence on the part of the Lessee or the Lessee's employees and agents has rendered irrecoverable insurance money otherwise payable for the damage.
- (c) The obligation of the Lessee in **clause 7.1(a)** does not include replacing or repairing any damage caused or contributed to by the negligence of the Lessor.

### **7.2 Notification of Damage**

The Lessee must notify the Lessor of any damage to or of any accident in or defects in the Premises or in any of the services or other facilities provided by the Lessor in the Premises of which the Lessee is aware.

### **7.3 Entry by the Lessor**

The Lessor may enter the Premises with all necessary workmen, materials and equipment at reasonable times and on reasonable notice (except in the case of an emergency, where no notice is required):

- (a) to enter and view the state of repair of the Premises and to ascertain if there has been any breach of this Lease;
- (b) to carry out repairs or other works to the Premises;
- (c) to perform work required to remedy a defect or perform an obligation which the Lessee has not remedied or performed after having been given reasonable written notice to do so and without prejudice to any other remedies, the Lessor may recover the costs of the repairs from the Lessee on demand;
- (d) to comply with any present or future legislation affecting the Premises or any notice served on the Lessor or Lessee by any competent authority for which the Lessee is not responsible under this Lease;
- (e) to rebuild or restore the Premises if they are destroyed or damaged;
- (f) to repair, alter, make additions to or undertake other work to the utilities or other services provided to the Lessee;

provided always that in exercising such rights the Lessor must use reasonable endeavours to not interfere with the Lessee's occupation and use of the Premises. Notwithstanding anything hereinbefore contained, the Lessor acknowledges that the Lessee's Equipment forms part of its mobile telephone network and is highly sensitive. Accordingly, the Lessor agrees that it will not enter any equipment shelter containing any part of the Lessee's Equipment and must not touch or otherwise interfere with the Lessee's Equipment or its effective operation.

## **8 INDEMNITIES & INSURANCE**

### **8.1 Release of Lessor**

To the extent permitted by law, the Lessee releases the Lessor from any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Land except to the extent that the same is caused or contributed to by the Lessor or its employees, contractors or agents.

### **8.2 Indemnity**

The Lessee indemnifies the Lessor against any claim, action, damage, loss, liability, cost or expense which the Lessor incurs or is liable for in connection with:

- (a) any damage, loss, injury or death, caused or contributed to by the Lessee or its employees, contractors or agent, but only to the extent so caused or contributed to;
- (b) any default by the Lessee under this Lease;

- (c) the misuse by the Lessee or its employees, contractors or agents of any service provided to the Premises; and
- (d) the escape of any water from the Premises caused or contributed to by the Lessee or its employees, contractors or agents but only to the extent so caused or contributed to.

### **8.3 Insurance Policies**

The Lessee must during the Term and any extension or renewal of it keep in full force and effect a public-risk insurance policy for the Premises for an amount not less than the amount specified in Item 11 of the Reference Schedule or such other amount as the Lessor may from time to time reasonably require for any single accident or event.

### **8.4 Lessee not Void Insurance**

The Lessee and the Lessee's employees and agents must not do or permit anything to be done on the Premises which may render void or voidable any insurance effected by the Lessor or by the Lessee (except with the Lessor's prior written approval) or increase the premium payable on any insurance.

## **9 ABATEMENT OF RENT**

### **9.1 Damage or Destruction**

If the Premises or any part of them is at any time damaged or destroyed so as to render the Premises or any part of it either wholly or substantially unfit for use by the Lessee or wholly or substantially inaccessible then a proportionate part of the Rent will abate according to the nature of the damage and all remedies for their recovery will be suspended until the Premises have been restored or made fit for the Lessee's use or means of access to the Premises have been restored. Nothing in this clause affects or limits any rights that the Lessor may have against the Lessee for any damage contributed to or caused by or arising out of any act or omission of the Lessee or the Lessee's employees, contractors or agents.

### **9.2 Lessee may Terminate**

The Lessee may terminate this Lease by notice immediately if:

- (a) within 14 days of the damage occurring, it has served a notice on the Lessor ("**Lessee's Notice**") that the Premises are unfit for use or are inaccessible; and
- (b) the Lessor has failed within 14 days after service of the Lessor's Notice to restore the Premises or render them accessible.

### **9.3 Lessor may Terminate**

Without prejudice to the rights of either party for any antecedent breach, this Lease may be terminated by the Lessor on 14 days notice and without liability to the Lessor:

- (a) if the Premises are substantially damaged or become inaccessible, in accordance with the circumstances set out in clause 9.1; or
- (b) if the Premises are taken for any public purpose.

#### **9.4 Lessor not Liable to Restore**

Notwithstanding anything to the contrary in this Lease express or implied or the fact that the Lessor may be entitled to insurance money under any policy of insurance, the Lessor will not in any circumstances be liable to restore the Premises or make them accessible if they are damaged or become inaccessible, unless the damage or inaccessibility has been caused by the Lessor.

#### **9.5 Disputes**

Any dispute arising under this clause 9 will be determined by a loss assessor being a member of the Insurance Council of Australia, and either party may ask the President of the Council to appoint the assessor. The assessor appointed must have substantial experience in assessing buildings of a similar type within a similar area to where the Premises are located. The assessor will act as an expert and not as an arbitrator and his decision in all respects will be final and binding on both parties. The cost of any determination will be borne by the parties as the assessor decides.

### **10 INSTALLATION OF LESSEE'S EQUIPMENT**

#### **10.1 Consent to Installation**

- (a) The Lessor, on the conditions contained in this Lease, consents to the Lessee carrying out all things necessary and incidental for the installation of any equipment required in accordance with the Permitted Purpose.
- (b) The Lessee shall not materially deviate from any relevant plans without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

#### **10.2 Lessee's Equipment**

The parties agree that the Lessee's Equipment does not constitute a permanent improvement to the Premises and at all times remains the property of the Lessee, its successors and assigns.

### **11 REMOVAL OF LESSEE'S EQUIPMENT**

#### **11.1 Lessee Entitled to Remove**

The Lessee may remove the Lessee's Equipment during the Term of this Lease during any extension of the Term, during holding over after expiration of this Lease, and during the term of a new lease granted to the Lessee notwithstanding the surrender of this Lease, subject to this clause.

#### **11.2 Lessee Obligated to Remove**

The Lessee (or the Lessee's successors or assigns) must remove the Lessee's Equipment within 6 months after the expiry or earlier determination of this Lease. Notwithstanding anything elsewhere herein contained, the Lessee is not obliged to remove any of the Lessee's Equipment which is located below the natural ground level where such of the Lessee's Equipment does not materially adversely affect the Land or its future use.

### **11.3 Lessee must Repair**

The Lessee covenants to repair any damage caused to the Premises by the removal of Lessee's Equipment, or becoming apparent on its removal, in a workmanlike manner, so as to restore the Premises to its condition before the installation of the Lessee's Equipment, fair wear and tear excepted.

## **12 CONSEQUENCES OF FAILURE TO REMOVE AND REINSTATE**

If the Lessee fails to comply with the obligations under **clause 11** within the period in **clause 11.2**, the Lessor may cause the removal of the Lessee's Equipment, and reinstatement and repairs to be carried out, and the Lessee is responsible for and shall reimburse the Lessor for the Lessor's reasonable and proper costs and expenses.

## **13 DEFAULT**

### **13.1 Events of Default**

Notwithstanding any prior waiver or failure to take action by the Lessor, the Lessee will be in default under this Lease if:

- (a) the Rent or any part of it is in arrears for 30 days after notice in writing from the Lessor requesting payment; or
- (b) any other money payable by the Lessee to the Lessor has not been paid within 30 days after notice in writing from the Lessor requesting payment; or
- (c) the Lessee neglects, breaches or fails to perform any covenant or condition of the Lessee in this Lease within a reasonable period having regard to the nature of the neglect, breach or failure (which period must not be less than 30 days) after notice in writing from the Lessor requesting Lessee to remedy such neglect, breach or failure;
- (d) the Lessee (being a company) either:
  - (i) goes into liquidation (whether a voluntary, compulsory or provisional, except for re-organisation or amalgamation); or
  - (ii) is wound up or dissolved; or
  - (iii) enters into a scheme of arrangement with its creditors or any class of creditors; or
  - (iv) has an administrator appointed and such appointment is not cancelled or withdrawn within 30 days;
  - (v) enters into a deed of company arrangement; or
  - (vi) has a receiver or manager appointed to any of its assets and such appointment is not cancelled or withdrawn within 30 days.

## 13.2 Lessor's Rights on Default

If the Lessee is in default under this Lease as set out in **clause 13.1**, the Lessor may and without prejudice to any other right, claim or remedy which the Lessor has or may have against the Lessee or any other person for the default, either:

- (a) by notice in writing to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; or
- (b) by notice in writing to the Lessee to convert the unexpired portion of the Term into a tenancy from month to month in which event the Lease will be determined as from the giving of such notice and thereafter the Lessee will hold the Premises from the Lessor as a tenant from month to month under the provisions of **clause 2.2**.

## 13.3 Essential Term

Each of the obligations of the Lessee which are specified in this clause are essential terms of this Lease:

- (a) **clause 3.1** being the obligation to pay rent throughout the Term;
- (b) **clause 4**, relating to the use of the Premises;
- (c) **clause 5**, relating to assignment, subletting and other dealings; and
- (d) **clause 8**, relating to the Lessee's obligations to effect insurances for the Premises.

The breach or non performance of any of the obligations in this clause will be a fundamental breach of this Lease by the Lessee.

## 13.4 Mitigation

If the Lessee vacates the Premises, whether with or without the Lessor's consent, the Lessor must take reasonable steps to mitigate its damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages. The Lessor's conduct to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

## 14 TERMINATION BY LESSEE

### 14.1 Lessee may Terminate

The Lessee may terminate this Lease at any time after the occurrence of the event relied upon, by giving notice in writing to the Lessor, if:

- (a) any government authority does not give any permits, licence or permissions required by the Lessee to carry out the Permitted Purpose on terms satisfactory to the Lessee (acting reasonably) or revokes any such permit, licence or permission;
- (b) there is a change to legislation or other government requirements affecting the telecommunications industry which materially adversely affects the Lessee's use of the Premises;

- (c) there is a change to telecommunications technology such that continued use of the Premises by the Lessee is no longer financially justified;
- (d) the Lessee's ability to use the Premises is materially adversely affected by radio, physical or other interference; or
- (e) the Lessee is unable, for any reason, to use the Premises for the Permitted Purpose.

#### **14.2 Lessee not Liable**

If the Lessee terminates this Lease under **clause 14.1**, the Lessor has no right against the Lessee to recover any loss or damages it suffers as a result of that termination.

### **15 COVENANTS BY LESSOR**

#### **15.1 Quiet Enjoyment**

- (a) If the Lessee complies with the material terms of this Lease the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or by any person rightfully claiming through, under or in trust for the Lessor, but subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease or any statute.
- (b) The Lessor must not itself knowingly nor will it knowingly permit any third party to do anything on the Land which is likely to cause physical or radio interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications network or telecommunications service and in the event of the Lessee advising the Lessor of any breach of this clause, the Lessor will, in good faith, use its best endeavours to cause removal of such interference, to the extent that it is within its power to do so.

#### **15.2 Services**

The Lessor will use its reasonable endeavours to keep the services in the Premises or supplied to the Premises operational at all times during the Term.

#### **15.3 Outgoings**

The Lessor will pay or cause to be paid all outgoings related to the Land and the Premises when they fall due.

### **16 DELETED**

### **17 NOTICES**

#### **17.1 Sending**

A notice, consent, request or any other communication under this Lease must be in writing and must be left at the address of the addressee, or sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee specified in Item 12 of the Reference Schedule or any other address or facsimile number the addressee requests.

## 17.2 Receipt

A notice, consent, request or any other communication is deemed to be received:

- (a) if by delivery, when it is delivered;
- (b) if a letter, three days after posting (seven, if posted to or from a place outside Australia); and
- (c) if a facsimile, at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.

## 18 MISCELLANEOUS

### 18.1 Approvals

The Lessor:

- (a) irrevocably authorises the Lessee to (at the Lessee's cost):
  - (i) make any application for consent or approval to any competent authority to use or develop the Premises for the Permitted Purpose; and
  - (ii) exercise and procure every right of appeal arising from the determination of any such application or the failure to determine the application; and
  - (iii) must sign all documents and do all such things as the Lessee requires (at the Lessee's cost) to authorise or assist in obtaining consent or approval from any competent authority to use or develop the Premises for the Permitted Purpose.

### 18.2 GST

- (a) In this **clause 18.2**, a reference to "**GST**" means:

A tax (including without limitation a levy charge withholding a deduction, howsoever described) that is imposed by any governmental, local governmental, semi governmental or other competent authority calculated by reference to the price or value of anything supplied, provided or performed by the Lessor (excluding a tax imposed on net income).

- (b) This **clause 18.2** applies if, during the term, the Lessor becomes liable to pay GST in relation to any supply under this Lease (a "**Taxable Supply**").
- (c) The Lessor must issue to the Lessee a valid tax invoice, in the form approved by the Commissioner of Taxation, for the amount of GST referable to any Taxable Supply whether the value of that supply is calculated by reference to the rent or other payments payable under this Lease or any other consideration payable by the Lessee under this Lease. The amount of GST shall be calculated in accordance with the relevant legislation establishing the GST.
- (d) In addition to any consideration payable under this Lease, the Lessee must pay the amount of GST specified in a valid tax invoice under **clause 18.2(c)** hereto

(without deduction or set off of any other amount) to the Lessor within 45 days of the invoice being given in accordance with **clause 18.2(c)**.

- (e) The Lessor must register for GST purposes prior to whichever is the later of 1 July, 2000 and the grant of this Lease and must use reasonable endeavours to assist the Lessee in registering for GST purposes.

### **18.3 Lessee to pay Lessor's Costs**

In addition to the rent and other money reserved by this Lease the Lessee must pay on demand or reimburse the Lessor (as the Lessor may elect) all amounts paid or payable for:

- (a) all the Lessor's reasonable and proper costs for preparing, completing, stamping and registering this Lease and any consents required, such costs not to exceed \$1,000.00;
- (b) all stamp duties and registration charges (but not including interest and penalties unless caused by the Lessee) payable for stamping and registration of this Lease; and
- (c) all reasonable and proper costs resulting from a breach of this Lease by the Lessee.

### **18.4 Mortgagee's Consent**

If the Premises are subject to a mortgage, the Lessor must obtain the consent of the mortgagee to the grant of this Lease and any renewal of this Lease. The consent of the mortgagee must be in writing and the Lessor must provide the original or a certified copy to the Lessee prior to the grant of this Lease provided that if the mortgagee produces the certificate of title to the Land to enable registration of this Lease, such production will be taken as evidence of consent. If the mortgagee provides written consent subject to conditions, such conditions will be accepted by the Lessee provided that they are of the kind customarily imposed by the mortgagees in such circumstances and provided that the terms of the consent are such that:

- (a) the mortgagee will not interfere with the Lessee's use and enjoyment of the Property while the Lessee complies with the terms of this Lease; and
- (b) any Lessee's Equipment installed in or on the Premises by the Lessee shall at all times remain the property of the Lessee.

### **18.5 Lessor to Comply with Law**

The Lessor must comply with all laws relating to the Premises or their use.

### **18.6 Application of Statutory Provisions**

- (a) The covenants powers and provisions implied in leases under sections 84, 84A, 85 and 86 of the Conveyancing Act 1919 (NSW) do not apply to this Lease and are expressly negated.
- (b) The inclusion in this Lease of words in any of the forms of words contained in the first column of Part 2 of Schedule 4 to the Conveyancing Act 1919 (NSW) will not imply any covenant under Section 86 of that act.

- (c) The provisions of Sections 105, 106 and 107 of the Property Law Act 1974 (Qld) do not apply to this Lease and are expressly negated.
- (d) If the Lessee grants a mortgage of this Lease, the rights of the Lessor under this Lease shall be in priority to the rights of the mortgagee of this Lease and the provisions of Section 139 of the Real Property Act 1886 (SA) shall not apply to such mortgagee in respect of its estate or interest in this Lease.
- (e) In the case of a breach or default of any terms of this Lease where notice to the Lessee is required to be given pursuant to Section 10 of the Landlord and Tenant Act 1936 (SA) such notice shall provide that twenty eight (28) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor.
- (f) The covenants, powers and provisions implied in leases under Sections 124 and 125 of the Real Property Act 1886 (SA) do not apply to this Lease and are expressly negated.
- (g) The covenants, powers and provisions implied in leases under Section 67 of the Transfer of Land Act 1958 (VIC) do not apply to this Lease and are expressly negated.
- (h) The covenants, powers and provisions implied in leases under Sections 80 and 82 of the Property Law Act, 1969 (WA) do not apply to this Lease and are expressly negated.
- (i) To the extent permitted by law the application to this Lease of any moratorium or other Act which extends the term, reduces or postpones the payment of rent, or otherwise affects the operation of the terms of this Lease is expressly excluded and negated.
- (j) Nothing in this Lease shall derogate from any rights, powers or immunities available to the Lessee under the Telecommunications Act 1997 (Cth) or any other legislation.

## **19 GENERAL**

### **19.1 Waiver and Variation**

A provision or a right under this Lease may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

### **19.2 No Merger**

The covenants, conditions, provisions and warranties in this Lease do not merge or terminate on completion.

### **19.3 Entire Agreement**

This Lease constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

#### **19.4 Governing Law and Jurisdiction**

- (a) This Lease is governed by the law of the State.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State.

#### **19.5 Severability**

If a whole or any part of a provision in this Lease is void, unenforceable or illegal in the State, it is severed for that State. The remainder of this Lease has full force and effect. This clause has no effect if the severance alters the basic nature of this Lease or is contrary to public policy.

#### **19.6 Lease without prejudice to parties rights**

This Lease is without prejudice to the Lessee's and OTN's rights (or the rights of any party that the Lessee and/or OTN has nominated under a Nominated Carrier Declaration under section 42 of the Telecommunications Act 1997 (Cth)) under schedule 3 of the Telecommunications Act 1997 (Cth).

### **20 AGREED AMENDMENTS**

#### **20.1 Amendments**

Despite any other provision of this Lease, the parties agree that this Lease is amended by the amendments (if any) set out in **Schedule C**.

#### **20.2 Inconsistency**

To the extent of any inconsistency between the terms of this Lease and any amendments set out in **Schedule C**, **Schedule C** prevails.

**SCHEDULE A**  
**DICTIONARY**  
**(CLAUSE 1)**

**Part 1**

In this Lease:

**“Business Day”** means a day (not being a Saturday or Sunday) on which trading banks are open for business in the City.

**“City”** means the capital city of the State or territory in which the Premises are located.

**“Common Areas”** means those parts of the Land provided by the Lessor for common use by the Lessee and the Lessee’s employees and agents and other occupiers of the Land and includes the areas described in Item 13 in the Reference Schedule.

**“Index Number”** means the Consumer Price Index (All Groups) for the City published from time to time by the Australian Bureau of Census and Statistics. If after the introduction of a Goods and Services Tax the Consumer Price Index (All Groups) is not amended to reflect the effect of this tax, then the Index Number will be adjusted to remove the effect of this tax to the intent that the review on the Review Date should not be artificially inflated by unusual fluctuations in the Index Number caused by the introduction of the Goods and Services Tax. If there is any suspension or discontinuance in the publication of the Consumer Price Index, then until publication of the Consumer Price Index is resumed, **Index Number** will mean some other index reflecting fluctuations in the cost of living in the City on which the parties agree. If the parties cannot agree on another index, the index will be determined by the President of the State Division of the Australian Property Institute Inc or his nominee as reflecting fluctuations in the cost of living in the City, and his decision will be final and binding on the parties. In determining the index the President or his nominee act as an expert and not as an arbitrator. The costs of determining the index will be borne equally by the Lessor and the Lessee.

**“Land”** means the land described in Item 3 of the Reference Schedule.

**“Lease”** means this Lease and all schedules, appendices and annexures.

**“Lessee”** means the party in Item 2 of the Reference Schedule.

**“Lessee’s employees and agents”** means the Lessee or any one or more of the Lessee’s employees, agents, contractors, and licensees, and any other person in or about the Premises at any time at the request or invitation of or under the control or direction or with the express consent or approval of the Lessee.

**“Lessee’s Equipment”** means all things, fittings, plant and equipment, signs and items in the nature of trade or tenant’s property and chattels owned or installed by the Lessee or its employees and agents in or about the Premises.

**“Lessor”** means the party in Item 1 of the Reference Schedule.

**“Licensed Area”** means the area or areas if any described in Item 14 of the Reference Schedule.

**“OTN”** means One.Tel Networks Pty Limited ACN 085 574 054.

“**Permitted Purpose**” has the meaning given in Item 10 of the Reference Schedule.

“**Premises**” means the premises described in Item 4 of the Reference Schedule and any fixtures and fittings of the lessor in the Premises.

“**Reference Schedule**” means the **Schedule B** to this Lease.

“**Rent**” means the amount set out in Item 8(a) of the Reference Schedule and includes all variations to the rent in accordance with this Lease.

“**Rent Commencement Date**” means the date specified in Item 8(b) of the Reference Schedule on which the Lessee is required to commence paying rent.

“**Review Date**” means the dates listed in Item 9 of the Reference Schedule.

“**State**” means the state or territory in which the Premises are located.

“**Term**” means the term of this Lease stated in Item 5 of the Reference Schedule.

## Part 2

- (a) In the agreement unless the context otherwise requires:
- (i) words importing the singular include the plural and vice versa;
  - (ii) words which are gender neutral or gender specific include each gender;
  - (iii) other parts of speech and grammatical forms of a word or phrase defined in the agreement have a corresponding meaning;
  - (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
  - (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing.
  - (vi) a reference to a clause, party, schedule or attachment is a reference to a clause of the agreement, and a party, schedule or attachment to, the agreement and a reference to the agreement includes a schedule and attachment to the agreement.
  - (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated and replaced;
  - (viii) a reference to a document includes all amendments or supplements to document, or replacements or of it;
  - (ix) a reference to a party to a document includes the party’s successors and permitted assigns;
  - (x) an agreement on the part of two or more persons binds them jointly and severally; and

- (xi) a reference to an agreement, other than the agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (c) Headings are for convenience only and do not affect the interpretation of the agreement.
- (d) The agreement may not be construed adversely to a party just because that party prepared it.
- (e) A term or expression starting with a capital letter:
  - (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary; and
  - (ii) which is defined in the Corporations Law but is not defined in this Dictionary, has the same meaning as in the Corporations Law.





\$10 million

**Address for notices:**

**Lessor's address:** Mr Lachlan Kennett  
Figela Pty Ltd  
C/- Glenfield Waste Disposals  
Cambridge Avenue  
Glenfield

**Lessor's facsimile:** 9821 2513

**Lessee's address:** One.Tel Project Director  
Lucent Technologies Australia Pty Limited  
Level 10, 9 Castlereagh Street  
SYDNEY NSW 2000

CC. General Counsel  
Lucent Technologies Australia Pty Limited  
Level 21, 133 Castlereagh Street  
SYDNEY NSW 2000

**Lessee's facsimile:** (02) 9352 8630

**ITEM 13:** Particular Common Areas (if any)

All those parts of the Land which provide access to the Premises.

**ITEM 14:** **Licensed Area** (if any)  
(Clause 4.2)

Those parts of the Land which the Lessee considers from time to time are reasonably necessary for use by the Lessee for equipment ancillary to the Lessee's Equipment and which the parties consider suitable for such purpose.



## SCHEDULE C

### AGREED AMENDMENTS

#### (CLAUSE 20)

The terms of this Lease are amended as follows:

1. Addition of the words "the whole or any part of" prior to the words "the Premises" in the first line of Clause 5.2.

2. Addition of the following new Clause 14.1(f):

"(f) Vodafone does not give its consent to the Lessee co-locating on the existing Vodafone tower on the Land or the Occupancy Agreement to be entered into by Vodafone Networks Pty Limited and the Lease is terminated, surrendered, expires or otherwise ends other than due to the default of the Lessee under the Occupancy Agreement."

3. Addition of the following new Clauses 21 and 22:

#### 21 LEASE INTERDEPENDENCY WITH TOWER RIGHTS

This lease is interdependent with the occupancy agreement to be entered into between the Lessee (or its successor in title or assign) and Vodafone Networks Pty Limited ("Occupancy Agreement") for the use by the Lessee of the existing Vodafone tower and other areas on the Land. The parties acknowledge and agree that:

21.1 a default by the Lessor under:

21.1.1 this Lease is a default under the Occupancy Agreement; and

21.1.2 the Occupancy Agreement is a default under this Lease;

21.2 termination by the Lessee of:

21.2.1 this Lease is a termination of the Occupancy Agreement; and

21.2.2 the Occupancy Agreement is a termination of this Lease;

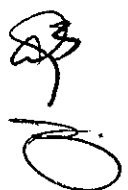
21.3 a notice of default served by the Lessee under:

21.3.1 this Lease is a notice of default under the Occupancy Agreement; and

21.3.2 the Occupancy Agreement is a notice of default under this Lease.

#### 22 TOWER USE

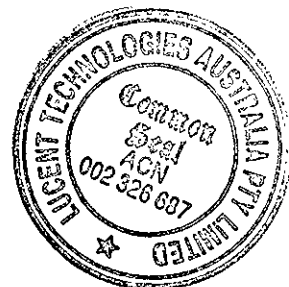
22.2 The parties acknowledge and agree that at the date of this Lease the Lessor has leased part of the Land, being the Vodafone telecommunications building and



antenna tower on the Land to Vodafone Networks Pty Limited ("Vodafone") by a lease dated 19 April 1996 ("the Vodafone Lease").

- 22.3 The Lessee may terminate this Lease by giving notice in writing to the Lessor, if:
- (a) Vodafone does not continue to occupy that part of the Land occupied under the Vodafone Lease; or
  - (b) the Lessee is unable for any reason, to use the tower the subject of the Vodafone Lease.
- 22.4 Without in any way limiting clause 22.3, if Vodafone does not continue to occupy that part of the Land occupied under the Vodafone Lease, the Lessee may:
- (a) occupy and use the Land the subject of the Vodafone Lease; and
  - (b) if Vodafone removes the antenna tower, erect at the Lessee's own cost and expense, a suitable replacement tower.
- 22.5 If the Lessee elects to occupy and use part of the Land pursuant to Clause 22.4, the Lessor will enter into a new lease with the Lessee to record the above occupation on the same terms and conditions as this Lease with the exception that:
- (a) the term of the lease will be the unexpired portion remaining of the Term of this Lease; and
  - (b) the Rent payable under the lease will be the rent payable under the Vodafone Lease at the expiry or sooner determination of that lease or a proportionate part thereof (calculated on an area basis) if the Lessee occupies only part of the Land occupied under the Vodafone Lease.

We certify this dealing correct for the purposes of the Real Property Act, 1900.



THE COMMON SEAL of LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED, the fixing of which was witnessed by:

*Alistair G. Bell*

Signature of director

ALISTAIR G. BELL

Name of director

*[Signature]*

Signature of director / secretary

BART VOGER

Name of director / secretary

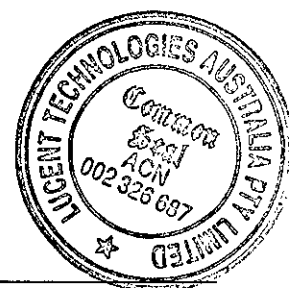
SIGNED SEALED and DELIVERED for LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED under the power of attorney in the presence of:

*Alistair G. Bell*

Signature of ~~Witness~~ Director

ALISTAIR G. BELL

Full name (block letters)



*[Signature]*

Signature of ~~attorney~~ Director

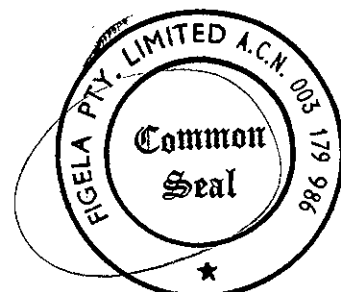
BART VOGER

Full name (block letters)

Book 1111 No. 1111  
Registration details

Address

THE COMMON SEAL of FIGELA PTY LTD, the fixing of which was witnessed by:



*[Signature]*

Signature of director

J.M. KENNETT

Name of director

*[Signature]*

Signature of director / secretary

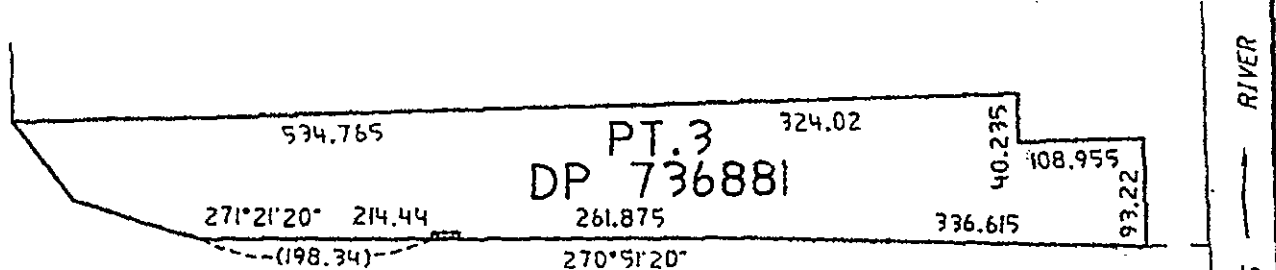
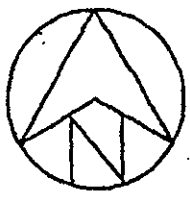
J.D. KENNETT

Name of director / secretary

# PLAN OF LEASE SITE

LAND: LOT 3 DP 736881  
TITLE: 3/736881  
L.G.A.: CAMPBELLTOWN  
PARISH: MINTO  
COUNTY: CUMBERLAND

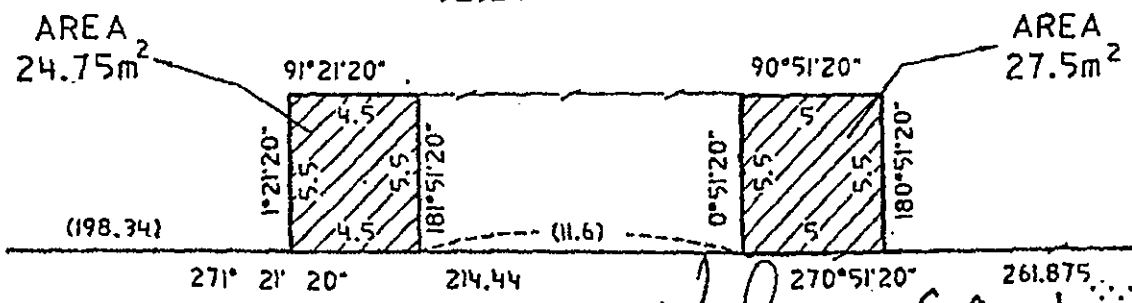
SITE:  
GSM SITE 2259B  
GLENFIELD  
CAMBRIDGE AVENUE  
GLENFIELD NSW 2167  
  
REGISTERED PROPRIETOR:  
FIGELA PTY LTD



CAMBRIDGE AVENUE

GEORGES RIVER

ONE TEL  
LEASE AREA  
52.25m<sup>2</sup> TOTAL



CAMBRIDGE AVENUE

DIAGRAM  
SCALE 1:250

PREPARED BY

**Regis consulting**  
SURVEY & PROPERTY SERVICES Australia

67 Abbot Avenue  
CHATSWOOD NSW 2077  
TEL 1 81 2 2412 2044  
FAX 1 81 2 2412 2000  
AGA 00719 10

*S. Aung*  
*Ken Wilson*

SURVEYOR REGISTERED UNDER  
SURVEYORS' ACT, 1929-1946

SCALE 1:6000  
LENGTHS ARE IN METRES

DATE  
21-02-2014

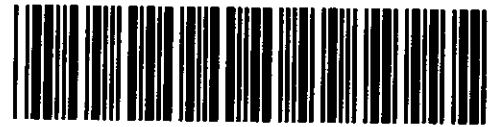
SURVEYORS REFERENCE: P52288-82A35565

Ref: /Src:X

Form: 07L  
Licence: 01-09-014  
Licensee: Corrs Chambers Westgarth



**LEASE**  
New South Wales  
Real Property Act 1900



**9496387X**

**STAMP DUTY**

**PRIVACY NOTE: this information is legally required and will**

Office of State Revenue use only

NEW SOUTH WALES DUTY  
25-03-2003 0001333471-002  
LEASE - GENERAL  
DUTIABLE AMOUNT \$ \*\*\*\*\*100,169.00  
DUTY \$ \*\*\*\*\*350.70

**(A) PROPERTY LEASED**

**JUDGE**

11/5/03  
MAY 2003

3.40  
**(B) LODGED BY**

Folio Identifier 3/736881

Part, being Lot 3 in Deposited Plan 736881 being the area shown hatched on the annexed plan.

Delivery Box	Name, Address or DX and Telephone	CODE
651E	Corrs Chambers Westgarth Governor Phillip Tower 1 Farrer Place SYDNEY NSW 2000 DX 193 SYDNEY Reference (optional): S/1561196/2 - Site 2259B	L
	O'BRIEN CONNORS & KENNETT 22-26 FISHER ROAD, DEE WHY 2099 DX 9101 DEE WHY 982 1655 H: Figela / 30094	

**(C) LESSOR**

FIGELA PTY LTD

The lessor leases to the lessee the property referred to above.

**(D)** Encumbrances (if applicable) 1. 2. # 3. #

**(E) LESSEE**

LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED  
ACN 002 326 687

**(F) TENANCY:**

- (G) 1. TERM:** Five (5) years
- 2. COMMENCING DATE:** 1 March 2006
- 3. TERMINATING DATE:** 28 February 2011
- ~~4. With two **OPTIONS TO RENEW** each for a period of Five (5) years set out in Clause 2.3~~
- ~~5. With an **OPTION TO PURCHASE** set out in~~
- 6. Together with and reserving the **RIGHTS** set out in Annexure A
- 7. Incorporates the provisions set out in **ANNEXURE A** hereto.
- ~~8. Incorporates the provisions or additional material set out in **MEMORANDUM No.** filed in the Land Titles Office.~~

*Handwritten initials/signature*

*Handwritten signature*

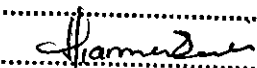
*Handwritten number 12*

COMMONWEALTH BANK OF AUSTRALIA  
being the Mortgagee under Memorandum of  
Mortgage No./Dated..... 7253388 .....

of the premises demised by the within lease  
HEREBY CONSENTS to such lease.

  
SIGNED IN MY PRESENCE BY

..... Patrick James Phibbs .....

.....  
  
.....  
of the Commonwealth Bank of Australia,  
the duly constituted Attorney of the said  
bank who is personally known to me,

Signed at Liverpool the 14 day of  
March 2003 For Commonwealth  
Bank of Australia ACN 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4043 No. 618

Witness

DATE: 25/3/2003  
dd mm yyyy

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:

Name of witness: #

Address of witness: #

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

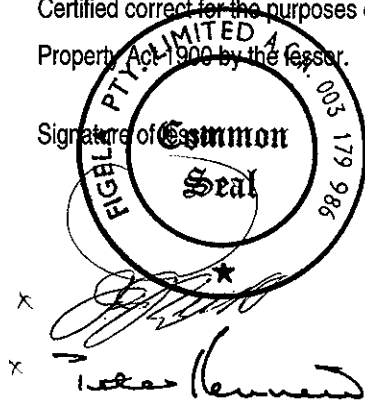
Signature of witness:

Name of witness: #

Address of witness: #

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of **Common Seal**



Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee:

(I) **STATUTORY DECLARATION**

I # solemnly and sincerely declare that-

- 1 The time for the exercise of the option to renew/option to purchase in expired lease No # has ended;
- 2 The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at # in the State of # on / /

in the presence of-

Signature of witness:

Signature of lessor:

Name of witness: #

Address of witness: #

Qualification of witness: #

A

**THIS IS THE ANNEXURE MARKED A REFERRED TO IN THE MEMORANDUM OF LEASE BETWEEN FIGELA PTY LTD AS LESSOR AND LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED, ACN 002 326 687 AS LESSEE DATED**

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## **PARTIES**

**1 LESSOR**

**2 LESSEE**

## **THE PARTIES AGREE**

### **1 DICTIONARY**

The Dictionary in **Schedule A**

- (a) defines some of the terms used in this Lease; and
- (b) sets out the rules of interpretation which apply to this Lease.

### **2 TERM & FURTHER TERMS**

#### **2.1 Term**

This Lease is for the Term which commences on the date stated in Item 6 of the Reference Schedule and expires on the date stated in Item 7 of the Referenced Schedule.

#### **2.2 Holding Over**

- (a) If the Lessor allows the Lessee to hold over after the expiry of the Term (other than pursuant to a further lease), the Lessee will become a six monthly tenant and will pay the Lessor:
  - (i) a monthly rent equal to one twelfth of the amount of the Rent payable immediately before the expiry of the Term; and
  - (ii) any other money payable to the Lessor under this Lease.
- (b) Either party may terminate the tenancy by giving to the other party six months' notice in writing to expire on any date. Otherwise the tenancy will continue on the same terms and conditions in this Lease.

### **3 PAYMENTS**

#### **3.1 Rent**

- (a) The Lessee agrees to pay the Lessor the Rent by equal monthly instalments (and proportionately for any part of a month) in advance on the first day of each month provided that the first instalment will be paid on the Rent Commencement Date.
- (b) All instalments must be paid by electronic funds transfer to a bank account nominated by the Lessor. The Lessor must notify the Lessee of the details of the bank account on or before the Rent Commencement Date.
- (c) On the expiry or earlier termination of this Lease, the Lessor must promptly repay to the Lessee any Rent previously paid by the Lessee in respect of any period after such expiry or termination.

### **3.2 Rent Review**

On each Review Date during the Term or any extension or renewal of the Term, the Rent will be reviewed in accordance with the following formula:

$$A \quad \times \quad \frac{C2}{C1}$$

where:

A is the Rent payable during the year immediately before the relevant Review Date;

C1 is the Index Number for the quarter ending immediately before the commencement date of this Lease or, where a rent review has taken place, the Review Date immediately before the relevant Review Date; and

C2 is the Index Number for the quarter ending immediately before the relevant Review Date.

### **3.3 Payment of services by the Lessee**

The Lessee will pay to the proper authorities all charges for utility and other services consumed by the Lessee on the Premises (provided such utilities and services are separately metered), including without limitation electricity services.

### **3.4 Separate Metering of electricity**

If the Premises are not separately metered, the Lessee will, at its own cost and expense install (within a reasonable time after the commencement date of this Lease but before consuming any electricity) and maintain a separate electricity meter for all electricity connected to and consumed on or in respect of the Premises.

### **3.5 Connection of electricity supply and installation of apparatus**

If requested by the Lessee, the Lessor must (at the Lessee's cost) enable the Lessee to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's Equipment.

## **4 USE OF THE PREMISES AND COMMON AREAS**

### **4.1 Permitted Purpose**

The Lessee must not without the prior written consent of the Lessor, use or permit or allow any other person to use the Premises for any purpose other than the Permitted Purpose.

### **4.2 Licensed Area**

In addition to its rights under this Lease in relation to the Premises, the Lessee shall be entitled to use the Licensed Area from time to time for the purpose of installation, testing, operation, maintenance, replacement and removal of equipment ancillary to the Lessee's Equipment. The provisions of this Lease shall where the context permits apply in relation to the Licensed Area in the same way as they apply to the Premises, except that the

Lessee's rights in relation to the Licensed Area are as licensee and not lessee, and the Lessee shall not be entitled to exclusive possession of the Licensed Area.

The Lessor must not alter the size of location of the Licensed Area, or permit third parties to use the Licensed Area if to do so would have a material adverse affect on the Lessee's use of the Premises.

#### **4.3 Use of Common Areas**

The Lessee and the Lessee's employees and agents may use the Common Areas for their intended purposes from time to time. The Lessee will comply with the Lessor's reasonable directions for the use of the Common Areas.

#### **4.4 Consents and Approvals of Authorities**

If the use of the Premises by the Lessee is permissible only with the consent or approval of a statutory, public, municipal or other proper authority, the Lessee must obtain the consent at its own expense.

#### **4.5 Compliance with Laws**

The Lessee must comply with (at its own expense) all statutes, regulations and legal requirements of any competent authority in relation to or affecting the Lessee's Equipment or its particular use or occupation of the Premises but the Lessee is not required to carry out works which are structural in nature.

#### **4.6 No Warranty as to Use**

The Lessor does not warrant that the Premises are suitable for the Lessee's intended use.

#### **4.7 No Noisy or Offensive Use**

The Lessee will not use the Premises in a noisy, offensive or noxious manner nor in a manner which will cause a nuisance or disturbance.

### **5 ASSIGNMENT/SUBLETTING**

#### **5.1 Security**

The Lessee may mortgage, charge or provide other security over this Lease or its right to possession of the Premises, or any part of them, without the prior written consent of the Lessor if the mortgage, charge or other security is provided to a bank or other financial institution in the ordinary course of business.

#### **5.2 Assignment to OTN or Related Body Corporate**

The Lessee may assign this Lease or sub-let or grant a licence in respect of the Premises to a Related Body Corporate, OTN, any other carrier under the Telecommunications Act 1997 (Cth) or any person to whom the Lessee is required by law to assign, sub-let or licence without the Lessor's consent. The Lessee must give the Lessor written notice of any assignment, sub-lease or licence under this clause within 30 days after the date of the assignment or sub-lease or licence.

### **5.3 Assignment, Sub-Letting and other Dealings**

Except as provided in **clauses 5.1 and 5.2** the Lessee must not assign, transfer, sub-let, licence, mortgage, charge or otherwise deal with this Lease or its right to possession of the Premises, or any part of them, without the prior written consent of the Lessor, which will not be withheld, if:

- (a) in the case of an assignment or transfer:
  - (i) the Lessee demonstrates to the reasonable satisfaction of the Lessor that any proposed assignee or transferee is responsible, respectable, of sound financial standing and intends to use the Premises for the Permitted Purpose or another purpose as may be approved by the Lessor, acting reasonably;
  - (ii) the Lessee procures that the proposed assignee or transferee executes a deed with the Lessor under which it agrees to be bound by the terms of this Lease as if it were the Lessee in a form reasonably required by the Lessor;
  - (iii) if reasonably required by the Lessor, the Lessor is provided with a guarantee of the obligations of the proposed assignee or transferee provided by a director or shareholder of the assignee or transferee, or other third party; and
- (b) in the case of a sub-lease or licence, the Lessee procures that the proposed sub-lessee or licensee executes a deed with the Lessor in a form reasonably required by the Lessor by which the proposed sub-lessee or licensee agrees that it will not by its act or omission cause any breach of the provisions of this Lease; and
- (c) all reasonable and proper costs incurred by the Lessor for any matter relating to or arising out of this clause have been paid by the Lessee and the Lessee agrees that if the proposed dealing does not proceed to completion the Lessee will still pay the reasonable and proper costs to the Lessor.

### **5.4 Lessee Released**

If this Lease is assigned or transferred in accordance with the requirements of this **clause 5**, the assignor or transferor shall upon completion of such assignment or transfer be deemed to have been released from all obligations and liabilities whatsoever under or in connection with this Lease arising after such assignment or transfer and the Lessor will if requested to do so execute such documents as the assignor or transferor reasonably requires to further evidence such release.

## **6 ACCESS TO THE PROPERTY**

### **6.1 Access**

The Lessor acknowledges that because the Lessee uses the Premises for the purposes of a mobile telephone network, it will be necessary for the Lessee to be able to quickly obtain access to the Premises at all times to carry out repairs and maintenance. Accordingly, the parties agree that the Lessee and its employees, contractors and agents will be entitled to unrestricted access to the Premises on a 24 hour, 7 days a week basis.

## **6.2 Installing and Maintaining Equipment**

The Lessor must allow the Lessee and its employees, contractors and agents reasonable access over the Land with vehicles, machinery and equipment for the purpose of installing, testing, operating, maintaining and removing the Lessee's Equipment.

## **6.3 Electric and other Cables**

The Lessee shall be entitled to install, maintain use and remove electrical and other cables and ancillary items in the Land in such locations as may be approved by the Lessor, such approval not to be unreasonably withheld, and in accordance with the reasonable directions of the Lessor, and the Lessee and its employees, contractors and agents shall be entitled to have reasonable access to the Land for such purposes, together with machinery equipment and vehicles reasonably required for such purposes.

## **6.4 Roads and Access Ways**

The Lessee shall be entitled to construct roads and other access ways on the Land in such locations as are approved by the Lessor and in accordance with the reasonable directions of the Lessor, such approval not to be unreasonably withheld, and the Lessee and its employees, contractors and agents shall be entitled to have reasonable access to the Land for such purposes, together with machinery equipment and vehicles reasonably required for such purposes.

## **7 MAINTENANCE & REPAIRS**

### **7.1 Maintenance Obligations**

- (a) The Lessee must during the Term and any extension or renewal of the Term maintain, replace and repair and keep that part of the Premises used by the Lessee for the Permitted Purpose in good and substantial repair and condition (having regard to their condition at the commencement of this Lease) and at the expiry or earlier determination of this Lease must yield up the Premises to the Lessor in good and substantial repair and condition.
- (b) The obligation of the Lessee in **clause 7.1(a)** does not include responsibility for fair wear and tear, repairs to the structure of any building and any damage caused by fire, flood, storm or tempest or other disabling cause, unless negligence on the part of the Lessee or the Lessee's employees and agents has rendered irrecoverable insurance money otherwise payable for the damage.
- (c) The obligation of the Lessee in **clause 7.1(a)** does not include replacing or repairing any damage caused or contributed to by the negligence of the Lessor.

### **7.2 Notification of Damage**

The Lessee must notify the Lessor of any damage to or of any accident in or defects in the Premises or in any of the services or other facilities provided by the Lessor in the Premises of which the Lessee is aware.

### **7.3 Entry by the Lessor**

The Lessor may enter the Premises with all necessary workmen, materials and equipment at reasonable times and on reasonable notice (except in the case of an emergency, where no notice is required):

- (a) to enter and view the state of repair of the Premises and to ascertain if there has been any breach of this Lease;
- (b) to carry out repairs or other works to the Premises;
- (c) to perform work required to remedy a defect or perform an obligation which the Lessee has not remedied or performed after having been given reasonable written notice to do so and without prejudice to any other remedies, the Lessor may recover the costs of the repairs from the Lessee on demand;
- (d) to comply with any present or future legislation affecting the Premises or any notice served on the Lessor or Lessee by any competent authority for which the Lessee is not responsible under this Lease;
- (e) to rebuild or restore the Premises if they are destroyed or damaged;
- (f) to repair, alter, make additions to or undertake other work to the utilities or other services provided to the Lessee;

provided always that in exercising such rights the Lessor must use reasonable endeavours to not interfere with the Lessee's occupation and use of the Premises. Notwithstanding anything hereinbefore contained, the Lessor acknowledges that the Lessee's Equipment forms part of its mobile telephone network and is highly sensitive. Accordingly, the Lessor agrees that it will not enter any equipment shelter containing any part of the Lessee's Equipment and must not touch or otherwise interfere with the Lessee's Equipment or its effective operation.

## **8 INDEMNITIES & INSURANCE**

### **8.1 Release of Lessor**

To the extent permitted by law, the Lessee releases the Lessor from any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Land except to the extent that the same is caused or contributed to by the Lessor or its employees, contractors or agents.

### **8.2 Indemnity**

The Lessee indemnifies the Lessor against any claim, action, damage, loss, liability, cost or expense which the Lessor incurs or is liable for in connection with:

- (a) any damage, loss, injury or death, caused or contributed to by the Lessee or its employees, contractors or agent, but only to the extent so caused or contributed to;
- (b) any default by the Lessee under this Lease;

- (c) the misuse by the Lessee or its employees, contractors or agents of any service provided to the Premises; and
- (d) the escape of any water from the Premises caused or contributed to by the Lessee or its employees, contractors or agents but only to the extent so caused or contributed to.

### **8.3 Insurance Policies**

The Lessee must during the Term and any extension or renewal of it keep in full force and effect a public-risk insurance policy for the Premises for an amount not less than the amount specified in Item 11 of the Reference Schedule or such other amount as the Lessor may from time to time reasonably require for any single accident or event.

### **8.4 Lessee not Void Insurance**

The Lessee and the Lessee's employees and agents must not do or permit anything to be done on the Premises which may render void or voidable any insurance effected by the Lessor or by the Lessee (except with the Lessor's prior written approval) or increase the premium payable on any insurance.

## **9 ABATEMENT OF RENT**

### **9.1 Damage or Destruction**

If the Premises or any part of them is at any time damaged or destroyed so as to render the Premises or any part of it either wholly or substantially unfit for use by the Lessee or wholly or substantially inaccessible then a proportionate part of the Rent will abate according to the nature of the damage and all remedies for their recovery will be suspended until the Premises have been restored or made fit for the Lessee's use or means of access to the Premises have been restored. Nothing in this clause affects or limits any rights that the Lessor may have against the Lessee for any damage contributed to or caused by or arising out of any act or omission of the Lessee or the Lessee's employees, contractors or agents.

### **9.2 Lessee may Terminate**

The Lessee may terminate this Lease by notice immediately if:

- (a) within 14 days of the damage occurring, it has served a notice on the Lessor ("Lessee's Notice") that the Premises are unfit for use or are inaccessible; and
- (b) the Lessor has failed within 14 days after service of the Lessor's Notice to restore the Premises or render them accessible.

### **9.3 Lessor may Terminate**

Without prejudice to the rights of either party for any antecedent breach, this Lease may be terminated by the Lessor on 14 days notice and without liability to the Lessor:

- (a) if the Premises are substantially damaged or become inaccessible, in accordance with the circumstances set out in clause 9.1; or
- (b) if the Premises are taken for any public purpose.

#### **9.4 Lessor not Liable to Restore**

Notwithstanding anything to the contrary in this Lease express or implied or the fact that the Lessor may be entitled to insurance money under any policy of insurance, the Lessor will not in any circumstances be liable to restore the Premises or make them accessible if they are damaged or become inaccessible, unless the damage or inaccessibility has been caused by the Lessor.

#### **9.5 Disputes**

Any dispute arising under this clause 9 will be determined by a loss assessor being a member of the Insurance Council of Australia, and either party may ask the President of the Council to appoint the assessor. The assessor appointed must have substantial experience in assessing buildings of a similar type within a similar area to where the Premises are located. The assessor will act as an expert and not as an arbitrator and his decision in all respects will be final and binding on both parties. The cost of any determination will be borne by the parties as the assessor decides.

### **10 INSTALLATION OF LESSEE'S EQUIPMENT**

#### **10.1 Consent to Installation**

- (a) The Lessor, on the conditions contained in this Lease, consents to the Lessee carrying out all things necessary and incidental for the installation of any equipment required in accordance with the Permitted Purpose.
- (b) The Lessee shall not materially deviate from any relevant plans without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

#### **10.2 Lessee's Equipment**

The parties agree that the Lessee's Equipment does not constitute a permanent improvement to the Premises and at all times remains the property of the Lessee, its successors and assigns.

### **11 REMOVAL OF LESSEE'S EQUIPMENT**

#### **11.1 Lessee Entitled to Remove**

The Lessee may remove the Lessee's Equipment during the Term of this Lease during any extension of the Term, during holding over after expiration of this Lease, and during the term of a new lease granted to the Lessee notwithstanding the surrender of this Lease, subject to this clause.

#### **11.2 Lessee Obligated to Remove**

The Lessee (or the Lessee's successors or assigns) must remove the Lessee's Equipment within 6 months after the expiry or earlier determination of this Lease. Notwithstanding anything elsewhere herein contained, the Lessee is not obliged to remove any of the Lessee's Equipment which is located below the natural ground level where such of the Lessee's Equipment does not materially adversely affect the Land or its future use.

### **11.3 Lessee must Repair**

The Lessee covenants to repair any damage caused to the Premises by the removal of Lessee's Equipment, or becoming apparent on its removal, in a workmanlike manner, so as to restore the Premises to its condition before the installation of the Lessee's Equipment, fair wear and tear excepted.

## **12 CONSEQUENCES OF FAILURE TO REMOVE AND REINSTATE**

If the Lessee fails to comply with the obligations under **clause 11** within the period in **clause 11.2**, the Lessor may cause the removal of the Lessee's Equipment, and reinstatement and repairs to be carried out, and the Lessee is responsible for and shall reimburse the Lessor for the Lessor's reasonable and proper costs and expenses.

## **13 DEFAULT**

### **13.1 Events of Default**

Notwithstanding any prior waiver or failure to take action by the Lessor, the Lessee will be in default under this Lease if:

- (a) the Rent or any part of it is in arrears for 30 days after notice in writing from the Lessor requesting payment; or
- (b) any other money payable by the Lessee to the Lessor has not been paid within 30 days after notice in writing from the Lessor requesting payment; or
- (c) the Lessee neglects, breaches or fails to perform any covenant or condition of the Lessee in this Lease within a reasonable period having regard to the nature of the neglect, breach or failure (which period must not be less than 30 days) after notice in writing from the Lessor requesting Lessee to remedy such neglect, breach or failure;
- (d) the Lessee (being a company) either:
  - (i) goes into liquidation (whether a voluntary, compulsory or provisional, except for re-organisation or amalgamation); or
  - (ii) is wound up or dissolved; or
  - (iii) enters into a scheme of arrangement with its creditors or any class of creditors; or
  - (iv) has an administrator appointed and such appointment is not cancelled or withdrawn within 30 days;
  - (v) enters into a deed of company arrangement; or
  - (vi) has a receiver or manager appointed to any of its assets and such appointment is not cancelled or withdrawn within 30 days.

## 13.2 Lessor's Rights on Default

If the Lessee is in default under this Lease as set out in **clause 13.1**, the Lessor may and without prejudice to any other right, claim or remedy which the Lessor has or may have against the Lessee or any other person for the default, either:

- (a) by notice in writing to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; or
- (b) by notice in writing to the Lessee to convert the unexpired portion of the Term into a tenancy from month to month in which event the Lease will be determined as from the giving of such notice and thereafter the Lessee will hold the Premises from the Lessor as a tenant from month to month under the provisions of **clause 2.2**.

## 13.3 Essential Term

Each of the obligations of the Lessee which are specified in this clause are essential terms of this Lease:

- (a) **clause 3.1** being the obligation to pay rent throughout the Term;
- (b) **clause 4**, relating to the use of the Premises;
- (c) **clause 5**, relating to assignment, subletting and other dealings; and
- (d) **clause 8**, relating to the Lessee's obligations to effect insurances for the Premises.

The breach or non performance of any of the obligations in this clause will be a fundamental breach of this Lease by the Lessee.

## 13.4 Mitigation

If the Lessee vacates the Premises, whether with or without the Lessor's consent, the Lessor must take reasonable steps to mitigate its damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages. The Lessor's conduct to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

## 14 TERMINATION BY LESSEE

### 14.1 Lessee may Terminate

The Lessee may terminate this Lease at any time after the occurrence of the event relied upon, by giving notice in writing to the Lessor, if:

- (a) any government authority does not give any permits, licence or permissions required by the Lessee to carry out the Permitted Purpose on terms satisfactory to the Lessee (acting reasonably) or revokes any such permit, licence or permission;
- (b) there is a change to legislation or other government requirements affecting the telecommunications industry which materially adversely affects the Lessee's use of the Premises;

- (c) there is a change to telecommunications technology such that continued use of the Premises by the Lessee is no longer financially justified;
- (d) the Lessee's ability to use the Premises is materially adversely affected by radio, physical or other interference; or
- (e) the Lessee is unable, for any reason, to use the Premises for the Permitted Purpose.

#### **14.2 Lessee not Liable**

If the Lessee terminates this Lease under **clause 14.1**, the Lessor has no right against the Lessee to recover any loss or damages it suffers as a result of that termination.

### **15 COVENANTS BY LESSOR**

#### **15.1 Quiet Enjoyment**

- (a) If the Lessee complies with the material terms of this Lease the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or by any person rightfully claiming through, under or in trust for the Lessor, but subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease or any statute.
- (b) The Lessor must not itself knowingly nor will it knowingly permit any third party to do anything on the Land which is likely to cause physical or radio interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications network or telecommunications service and in the event of the Lessee advising the Lessor of any breach of this clause, the Lessor will, in good faith, use its best endeavours to cause removal of such interference, to the extent that it is within its power to do so.

#### **15.2 Services**

The Lessor will use its reasonable endeavours to keep the services in the Premises or supplied to the Premises operational at all times during the Term.

#### **15.3 Outgoings**

The Lessor will pay or cause to be paid all outgoings related to the Land and the Premises when they fall due.

### **16 DELETED**

### **17 NOTICES**

#### **17.1 Sending**

A notice, consent, request or any other communication under this Lease must be in writing and must be left at the address of the addressee, or sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee specified in Item 12 of the Reference Schedule or any other address or facsimile number the addressee requests.

## 17.2 Receipt

A notice, consent, request or any other communication is deemed to be received:

- (a) if by delivery, when it is delivered;
- (b) if a letter, three days after posting (seven, if posted to or from a place outside Australia); and
- (c) if a facsimile, at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.

## 18 MISCELLANEOUS

### 18.1 Approvals

The Lessor:

- (a) irrevocably authorises the Lessee to (at the Lessee's cost):
  - (i) make any application for consent or approval to any competent authority to use or develop the Premises for the Permitted Purpose; and
  - (ii) exercise and procure every right of appeal arising from the determination of any such application or the failure to determine the application; and
  - (iii) must sign all documents and do all such things as the Lessee requires (at the Lessee's cost) to authorise or assist in obtaining consent or approval from any competent authority to use or develop the Premises for the Permitted Purpose.

### 18.2 GST

- (a) In this **clause 18.2**, a reference to "GST" means:

A tax (including without limitation a levy charge withholding a deduction, howsoever described) that is imposed by any governmental, local governmental, semi governmental or other competent authority calculated by reference to the price or value of anything supplied, provided or performed by the Lessor (excluding a tax imposed on net income).

- (b) This **clause 18.2** applies if, during the term, the Lessor becomes liable to pay GST in relation to any supply under this Lease (a "**Taxable Supply**").
- (c) The Lessor must issue to the Lessee a valid tax invoice, in the form approved by the Commissioner of Taxation, for the amount of GST referable to any Taxable Supply whether the value of that supply is calculated by reference to the rent or other payments payable under this Lease or any other consideration payable by the Lessee under this Lease. The amount of GST shall be calculated in accordance with the relevant legislation establishing the GST.
- (d) In addition to any consideration payable under this Lease, the Lessee must pay the amount of GST specified in a valid tax invoice under **clause 18.2(c)** hereto

(without deduction or set off of any other amount) to the Lessor within 45 days of the invoice being given in accordance with **clause 18.2(c)**.

- (e) The Lessor must register for GST purposes prior to whichever is the later of 1 July, 2000 and the grant of this Lease and must use reasonable endeavours to assist the Lessee in registering for GST purposes.

### **18.3 Lessee to pay Lessor's Costs**

In addition to the rent and other money reserved by this Lease the Lessee must pay on demand or reimburse the Lessor (as the Lessor may elect) all amounts paid or payable for:

- (a) all the Lessor's reasonable and proper costs for preparing, completing, stamping and registering this Lease and any consents required, such costs not to exceed \$1,000.00;
- (b) all stamp duties and registration charges (but not including interest and penalties unless caused by the Lessee) payable for stamping and registration of this Lease; and
- (c) all reasonable and proper costs resulting from a breach of this Lease by the Lessee.

### **18.4 Mortgagee's Consent**

If the Premises are subject to a mortgage, the Lessor must obtain the consent of the mortgagee to the grant of this Lease and any renewal of this Lease. The consent of the mortgagee must be in writing and the Lessor must provide the original or a certified copy to the Lessee prior to the grant of this Lease provided that if the mortgagee produces the certificate of title to the Land to enable registration of this Lease, such production will be taken as evidence of consent. If the mortgagee provides written consent subject to conditions, such conditions will be accepted by the Lessee provided that they are of the kind customarily imposed by the mortgagees in such circumstances and provided that the terms of the consent are such that:

- (a) the mortgagee will not interfere with the Lessee's use and enjoyment of the Property while the Lessee complies with the terms of this Lease; and
- (b) any Lessee's Equipment installed in or on the Premises by the Lessee shall at all times remain the property of the Lessee.

### **18.5 Lessor to Comply with Law**

The Lessor must comply with all laws relating to the Premises or their use.

### **18.6 Application of Statutory Provisions**

- (a) The covenants powers and provisions implied in leases under sections 84, 84A, 85 and 86 of the Conveyancing Act 1919 (NSW) do not apply to this Lease and are expressly negated.
- (b) The inclusion in this Lease of words in any of the forms of words contained in the first column of Part 2 of Schedule 4 to the Conveyancing Act 1919 (NSW) will not imply any covenant under Section 86 of that act.

- (c) The provisions of Sections 105, 106 and 107 of the Property Law Act 1974 (Qld) do not apply to this Lease and are expressly negated.
- (d) If the Lessee grants a mortgage of this Lease, the rights of the Lessor under this Lease shall be in priority to the rights of the mortgagee of this Lease and the provisions of Section 139 of the Real Property Act 1886 (SA) shall not apply to such mortgagee in respect of its estate or interest in this Lease.
- (e) In the case of a breach or default of any terms of this Lease where notice to the Lessee is required to be given pursuant to Section 10 of the Landlord and Tenant Act 1936 (SA) such notice shall provide that twenty eight (28) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor.
- (f) The covenants, powers and provisions implied in leases under Sections 124 and 125 of the Real Property Act 1886 (SA) do not apply to this Lease and are expressly negated.
- (g) The covenants, powers and provisions implied in leases under Section 67 of the Transfer of Land Act 1958 (VIC) do not apply to this Lease and are expressly negated.
- (h) The covenants, powers and provisions implied in leases under Sections 80 and 82 of the Property Law Act, 1969 (WA) do not apply to this Lease and are expressly negated.
- (i) To the extent permitted by law the application to this Lease of any moratorium or other Act which extends the term, reduces or postpones the payment of rent, or otherwise affects the operation of the terms of this Lease is expressly excluded and negated.
- (j) Nothing in this Lease shall derogate from any rights, powers or immunities available to the Lessee under the Telecommunications Act 1997 (Cth) or any other legislation.

## **19 GENERAL**

### **19.1 Waiver and Variation**

A provision or a right under this Lease may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

### **19.2 No Merger**

The covenants, conditions, provisions and warranties in this Lease do not merge or terminate on completion.

### **19.3 Entire Agreement**

This Lease constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

#### **19.4 Governing Law and Jurisdiction**

- (a) This Lease is governed by the law of the State.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State.

#### **19.5 Severability**

If a whole or any part of a provision in this Lease is void, unenforceable or illegal in the State, it is severed for that State. The remainder of this Lease has full force and effect. This clause has no effect if the severance alters the basic nature of this Lease or is contrary to public policy.

#### **19.6 Lease without prejudice to parties rights**

This Lease is without prejudice to the Lessee's and OTN's rights (or the rights of any party that the Lessee and/or OTN has nominated under a Nominated Carrier Declaration under section 42 of the Telecommunications Act 1997 (Cth)) under schedule 3 of the Telecommunications Act 1997 (Cth).

### **20 AGREED AMENDMENTS**

#### **20.1 Amendments**

Despite any other provision of this Lease, the parties agree that this Lease is amended by the amendments (if any) set out in **Schedule C**.

#### **20.2 Inconsistency**

To the extent of any inconsistency between the terms of this Lease and any amendments set out in **Schedule C**, **Schedule C** prevails.

## SCHEDULE A

### DICTIONARY

#### (CLAUSE 1)

#### Part 1

In this Lease:

**“Business Day”** means a day (not being a Saturday or Sunday) on which trading banks are open for business in the City.

**“City”** means the capital city of the State or territory in which the Premises are located.

**“Common Areas”** means those parts of the Land provided by the Lessor for common use by the Lessee and the Lessee’s employees and agents and other occupiers of the Land and includes the areas described in Item 13 in the Reference Schedule.

**“Index Number”** means the Consumer Price Index (All Groups) for the City published from time to time by the Australian Bureau of Census and Statistics. If after the introduction of a Goods and Services Tax the Consumer Price Index (All Groups) is not amended to reflect the effect of this tax, then the Index Number will be adjusted to remove the effect of this tax to the intent that the review on the Review Date should not be artificially inflated by unusual fluctuations in the Index Number caused by the introduction of the Goods and Services Tax. If there is any suspension or discontinuance in the publication of the Consumer Price Index, then until publication of the Consumer Price Index is resumed, **Index Number** will mean some other index reflecting fluctuations in the cost of living in the City on which the parties agree. If the parties cannot agree on another index, the index will be determined by the President of the State Division of the Australian Property Institute Inc or his nominee as reflecting fluctuations in the cost of living in the City, and his decision will be final and binding on the parties. In determining the index the President or his nominee act as an expert and not as an arbitrator. The costs of determining the index will be borne equally by the Lessor and the Lessee.

**“Land”** means the land described in Item 3 of the Reference Schedule.

**“Lease”** means this Lease and all schedules, appendices and annexures.

**“Lessee”** means the party in Item 2 of the Reference Schedule.

**“Lessee’s employees and agents”** means the Lessee or any one or more of the Lessee’s employees, agents, contractors, and licensees, and any other person in or about the Premises at any time at the request or invitation of or under the control or direction or with the express consent or approval of the Lessee.

**“Lessee’s Equipment”** means all things, fittings, plant and equipment, signs and items in the nature of trade or tenant’s property and chattels owned or installed by the Lessee or its employees and agents in or about the Premises.

**“Lessor”** means the party in Item 1 of the Reference Schedule.

**“Licensed Area”** means the area or areas if any described in Item 14 of the Reference Schedule.

**“OTN”** means One.Tel Networks Pty Limited ACN 085 574 054.

“**Permitted Purpose**” has the meaning given in Item 10 of the Reference Schedule.

“**Premises**” means the premises described in Item 4 of the Reference Schedule and any fixtures and fittings of the lessor in the Premises.

“**Reference Schedule**” means the **Schedule B** to this Lease.

“**Rent**” means the amount set out in Item 8(a) of the Reference Schedule and includes all variations to the rent in accordance with this Lease.

“**Rent Commencement Date**” means the date specified in Item 8(b) of the Reference Schedule on which the Lessee is required to commence paying rent.

“**Review Date**” means the dates listed in Item 9 of the Reference Schedule.

“**State**” means the state or territory in which the Premises are located.

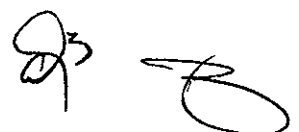
“**Term**” means the term of this Lease stated in Item 5 of the Reference Schedule.

## Part 2

- (a) In the agreement unless the context otherwise requires:
- (i) words importing the singular include the plural and vice versa;
  - (ii) words which are gender neutral or gender specific include each gender;
  - (iii) other parts of speech and grammatical forms of a word or phrase defined in the agreement have a corresponding meaning;
  - (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
  - (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing.
  - (vi) a reference to a clause, party, schedule or attachment is a reference to a clause of the agreement, and a party, schedule or attachment to, the agreement and a reference to the agreement includes a schedule and attachment to the agreement.
  - (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated and replaced;
  - (viii) a reference to a document includes all amendments or supplements to document, or replacements or of it;
  - (ix) a reference to a party to a document includes the party’s successors and permitted assigns;
  - (x) an agreement on the part of two or more persons binds them jointly and severally; and



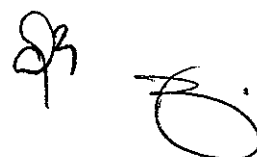
- (xi) a reference to an agreement, other than the agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (c) Headings are for convenience only and do not affect the interpretation of the agreement.
- (d) The agreement may not be construed adversely to a party just because that party prepared it.
- (e) A term or expression starting with a capital letter:
  - (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary; and
  - (ii) which is defined in the Corporations Law but is not defined in this Dictionary, has the same meaning as in the Corporations Law.

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

## SCHEDULE B

### REFERENCE SCHEDULE

- ITEM 1:**           **Lessor:**  
Figela Pty Ltd of Glenfield Waste Disposals, Cambridge Avenue, Glenfield.
- ITEM 2:**           **Lessee:**  
Lucent Technologies Australia Pty Limited ACN 002 326 687 of Level 4,  
6-10 Talavera Road, North Ryde NSW 2113
- ITEM 3:**           **Description of Land:**  
The land comprised in 3/736881 and known as Glenfield Waste Disposals,  
Cambridge Avenue, Glenfield
- ITEM 4:**           **Description of Premises:**  
The areas shown on the annexed plan
- ITEM 5:**           **Term:** Five (5) years  
(Clause 2.1)
- ITEM 6:**           **Commencement Date:** 1 March 2006  
(Clause 2.1)
- ITEM 7:**           **Termination Date:** 28 February 2011  
(Clause 2.1)
- ITEM 8:**           (a)     **Rent:**  
The annual rent payable under the Previous Lease immediately  
prior to the Commencement Date of this Lease, subject to any  
review provided for in this Lease.
- (b)     **Rent Commencement Date:**  
The date which is the later of:
- (i)     the date when the Lessee has obtained in writing all  
                                  required Council and other authority consents and  
                                  approvals and installation access to the Vodafone Tower  
                                  (on terms acceptable to the Lessee) for its use of the  
                                  Premises and the Vodafone Tower for the Permitted  
                                  Purpose; and
- (ii)    the Commencement Date
- ITEM 9:**           **Review Dates:**  
Each anniversary of the Commencement Date.
- ITEM 10:**          **Permitted Purpose:** Installation, testing, operation, maintenance and  
replacement of equipment for a mobile telephone network.
- ITEM 11:**          **Public risk insurance:**



\$10 million

**Address for notices:**

**Lessor's address:** Mr Lachlan Kennett  
Figela Pty Ltd  
C/- Glenfield Waste Disposals  
Cambridge Avenue  
Glenfield

**Lessor's facsimile:** 9821 2513

**Lessee's address:** One.Tel Project Director  
Lucent Technologies Australia Pty Limited  
Level 10, 9 Castlereagh Street  
SYDNEY NSW 2000

CC. General Counsel  
Lucent Technologies Australia Pty Limited  
Level 21, 133 Castlereagh Street  
SYDNEY NSW 2000

**Lessee's facsimile:** (02) 9352 8630

**ITEM 13:** Particular Common Areas (if any)

All those parts of the Land which provide access to the Premises.

**ITEM 14:**  
(Clause 4.2)

**Licensed Area (if any)**

Those parts of the Land which the Lessee considers from time to time are reasonably necessary for use by the Lessee for equipment ancillary to the Lessee's Equipment and which the parties consider suitable for such purpose.

## SCHEDULE C

### AGREED AMENDMENTS

#### (CLAUSE 20)

The terms of this Lease are amended as follows:

1. Addition of the words "the whole or any part of" prior to the words "the Premises" in the first line of Clause 5.2.

2. Addition of the following new Clause 14.1(f):

"(f) Vodafone does not give its consent to the Lessee co-locating on the existing Vodafone tower on the Land or the Occupancy Agreement to be entered into by Vodafone Networks Pty Limited and the Lease is terminated, surrendered, expires or otherwise ends other than due to the default of the Lessee under the Occupancy Agreement."

3. Addition of the following new Clauses 21 and 22:

#### 21 LEASE INTERDEPENDENCY WITH TOWER RIGHTS

This lease is interdependent with the occupancy agreement to be entered into between the Lessee (or its successor in title or assign) and Vodafone Networks Pty Limited ("Occupancy Agreement") for the use by the Lessee of the existing Vodafone tower and other areas on the Land. The parties acknowledge and agree that:

21.1 a default by the Lessor under:

21.1.1 this Lease is a default under the Occupancy Agreement; and

21.1.2 the Occupancy Agreement is a default under this Lease;

21.2 termination by the Lessee of:

21.2.1 this Lease is a termination of the Occupancy Agreement; and

21.2.2 the Occupancy Agreement is a termination of this Lease;

21.3 a notice of default served by the Lessee under:

21.3.1 this Lease is a notice of default under the Occupancy Agreement; and

21.3.2 the Occupancy Agreement is a notice of default under this Lease.

#### 22 TOWER USE

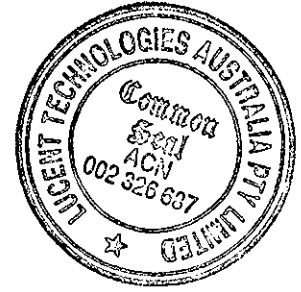
22.2 The parties acknowledge and agree that at the date of this Lease the Lessor has leased part of the Land, being the Vodafone telecommunications building and

antenna tower on the Land to Vodafone Networks Pty Limited ("Vodafone") by a lease dated 19 April 1996 ("the Vodafone Lease").

- 22.3 The Lessee may terminate this Lease by giving notice in writing to the Lessor, if:
- (a) Vodafone does not continue to occupy that part of the Land occupied under the Vodafone Lease; or
  - (b) the Lessee is unable for any reason, to use the tower the subject of the Vodafone Lease.
- 22.4 Without in any way limiting clause 22.3, if Vodafone does not continue to occupy that part of the Land occupied under the Vodafone Lease, the Lessee may:
- (a) occupy and use the Land the subject of the Vodafone Lease; and
  - (b) if Vodafone removes the antenna tower, erect at the Lessee's own cost and expense, a suitable replacement tower.
- 22.5 If the Lessee elects to occupy and use part of the Land pursuant to Clause 22.4, the Lessor will enter into a new lease with the Lessee to record the above occupation on the same terms and conditions as this Lease with the exception that:
- (a) the term of the lease will be the unexpired portion remaining of the Term of this Lease; and
  - (b) the Rent payable under the lease will be the rent payable under the Vodafone Lease at the expiry or sooner determination of that lease or a proportionate part thereof (calculated on an area basis) if the Lessee occupies only part of the Land occupied under the Vodafone Lease.

We certify this dealing correct for the purposes of the Real Property Act, 1900.

THE COMMON SEAL of LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED, the fixing of which was witnessed by:



*Alistair G Bell*

Signature of director

*[Signature]*

Signature of director / secretary

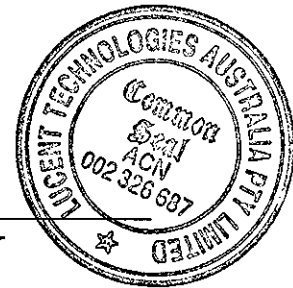
*ALISTAIR G BELL*

Name of director

*BART VOGEL*

Name of director / secretary

SIGNED SEALED and DELIVERED for LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED under the power of attorney in the presence of:



*Alistair G Bell*

Signature of ~~Witness~~ Director

*[Signature]*

Signature of attorney Director

*BART VOGEL*

Full name (block letters)

*ALISTAIR G BELL*

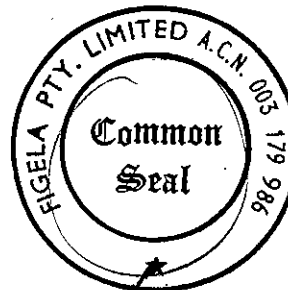
Full name (block letters)

Book 1 / No. 11

Registration details

Address

THE COMMON SEAL of FIGELA PTY LTD, the fixing of which was witnessed by:



*[Signature]*

Signature of director

*[Signature]*

Signature of director / secretary

*J.M. Kennett*

Name of director

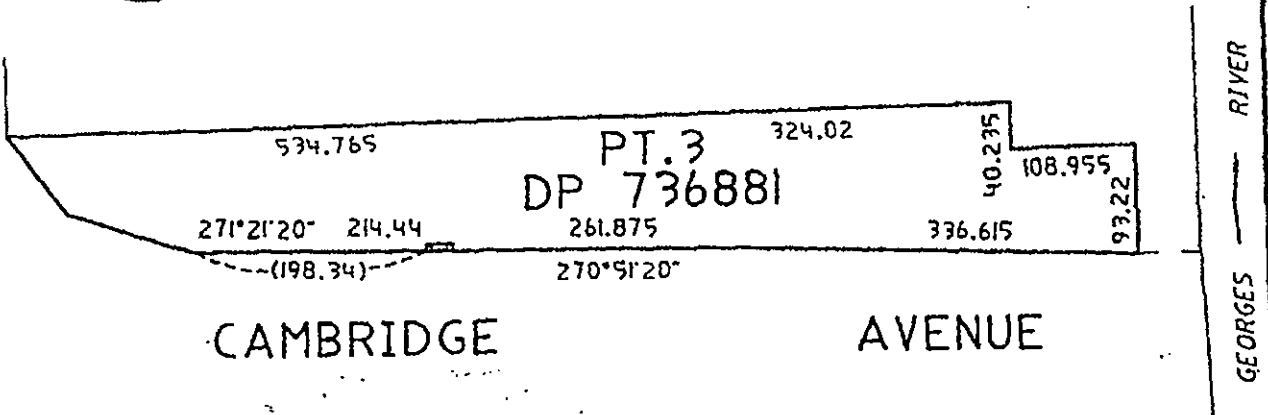
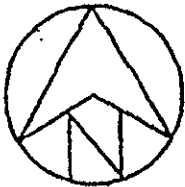
*T.D. KENNETT*

Name of director / secretary

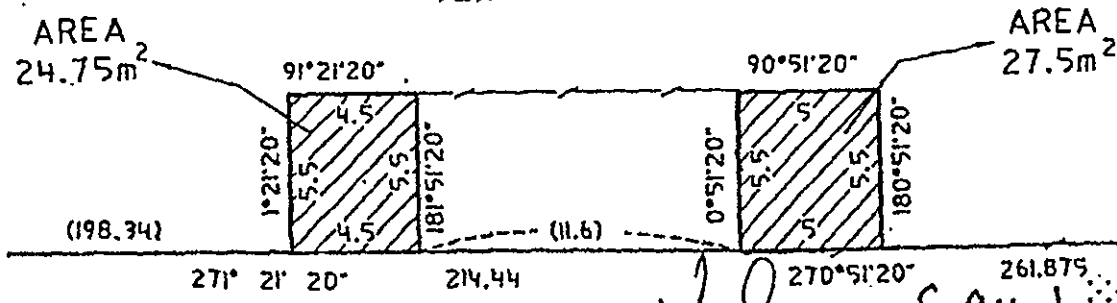
# PLAN OF LEASE SITE

LAND: LOT 3 DP 736881  
TITLE: 3/736881  
L.G.A.: CAMPBELLTOWN  
PARISH: MINTO  
COUNTY: CUMBERLAND

SITE:  
GSM SITE 2259B  
GLENFIELD  
CAMBRIDGE AVENUE  
GLENFIELD NSW 2167  
  
REGISTERED PROPRIETOR:  
FIGELA PTY LTD



ONE TEL LEASE AREA  
52.25m<sup>2</sup> TOTAL



CAMBRIDGE AVENUE

DIAGRAM  
SCALE 1:250

PREPARED BY

**Regis consulting**  
SURVEY & PROPERTY SERVICES Australia

57 Abbott Avenue  
CHATSWOOD NSW 2062  
TEL: 01 8 9418 0241  
FAX: 01 8 9418 0000  
WWW.REGISCONSULTING.COM

*Handwritten signatures and initials:*  
S. Auld  
E. J. [unclear]  
K. [unclear]

SURVEYOR REGISTERED UNDER  
SURVEYORS' ACT, 1929-1946

SCALE 1:6000  
LENGTHS ARE IN METRES  
DATE 05/02/04

SURVEYORS REFERENCE: #PS2288-878-2260

Ref: /Src:X

Form: 07L  
Licence: 01-09-014  
Licensee: Corrs Chambers Westgarth



**LEASE**  
New South Wales  
Real Property Act 1900



**9496386A**

**PRIVACY NOTE: this information is legally required and will be**

**STAMP DUTY**

Office of State Revenue use only	NEW SOUTH WALES DUTY 25-03-2003 0001333471-001 LEASE - GENERAL OUTIABLE AMOUNT \$ *****87,251.00 DUTY \$ *****305.55
----------------------------------	--

**(A) PROPERTY LEASED**

Folio Identifier 3/736881  
Part, being Lot 3 in Deposited Plan 736881 being the area shown hatched on the annexed plan.

**RECORDED BY**  
**RELODGED**  
  
01 MAY 2003  
  
TIME: 3.40

Delivery Box	Name, Address or DX and Telephone	CODE
657E	Corrs Chambers Westgarth Governor Phillip Tower 1 Farrer Place SYDNEY NSW 2000 DX 133 SYDNEY Reference (optional): S/1561196/1 - Site 2259B	L
	O'BRIEN CONNORS & KENNETT 22-26 FISHER ROAD, DEE WHY 2099 DX 9101 DEE WHY 982 1655 H: Figela / 30094	

**(C) LESSOR**

FIGELA PTY LTD

The lessor leases to the lessee the property referred to above.

**(D)** Encumbrances (if applicable) 1. 2. # 3. #

**(E) LESSEE**

LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED  
ACN 002 326 687

**(F) TENANCY:**

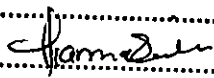
- (G)**
1. **TERM:** Five (5) years
  2. **COMMENCING DATE:** 1 March 2001
  3. **TERMINATING DATE:** 28 February 2006
  4. ~~With two **OPTIONS TO RENEW** each for a period of Five (5) years set out in Clause 2.3~~
  5. ~~With an **OPTION TO PURCHASE** set out in~~
  6. Together with and reserving the **RIGHTS** set out in Annexure A
  7. Incorporates the provisions set out in **ANNEXURE A** hereto.
  8. ~~Incorporates the provisions or additional material set out in **MEMORANDUM No.** filed in the Land Titles Office.~~

*[Handwritten signatures and initials]*

CT

COMMONWEALTH BANK OF AUSTRALIA  
being the Mortgagee under Memorandum of  
Mortgage No./Dated..... 7253388.....  
of the premises demised by the within lease  
HEREBY CONSENTS to such lease.

  
SIGNED IN MY PRESENCE BY  
Patrick James Phibbs

.....  
  
.....  
of the Commonwealth Bank of Australia,  
the duly constituted Attorney of the said  
bank who is personally known to me,

Signed at Liverpool the 14 day of  
March 2003 For Commonwealth  
Bank of Australia ACN 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4043 No. 618

Witness

DATE: 25/3 / 2003  
dd mm yyyy

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

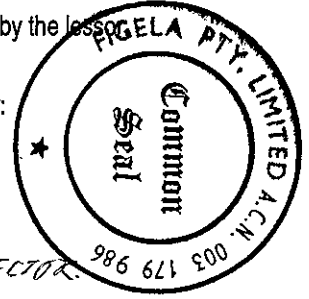
Signature of witness:

Signature of lessor:

Name of witness: #

Address of witness: #

Seal  
V. [Signature] - DIRECTOR  
Peter Bennett - DIRECTOR



I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: #

Address of witness: #

SEE ANNEXURE

(I) **STATUTORY DECLARATION**

I # solemnly and sincerely declare that--

- 1 The time for the exercise of the option to renew/option to purchase in expired lease No # has ended;
- 2 The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at # in the State of # on / /

in the presence of-

Signature of witness:

Signature of lessor:

Name of witness: #

Address of witness: #

Qualification of witness: #

A

**THIS IS THE ANNEXURE MARKED A REFERRED TO IN THE MEMORANDUM OF LEASE BETWEEN FIGELA PTY LTD AS LESSOR AND LUCENT TECHNOLOGIES AUSTRALIA PTY LIMITED, ACN 002 326 687 AS LESSEE DATED**

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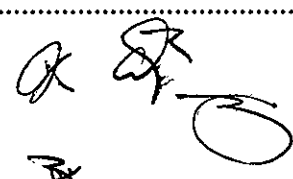
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## **PARTIES**

**1 LESSOR**

**2 LESSEE**

## **THE PARTIES AGREE**

### **1 DICTIONARY**

The Dictionary in **Schedule A**

- (a) defines some of the terms used in this Lease; and
- (b) sets out the rules of interpretation which apply to this Lease.

### **2 TERM & FURTHER TERMS**

#### **2.1 Term**

This Lease is for the Term which commences on the date stated in Item 6 of the Reference Schedule and expires on the date stated in Item 7 of the Referenced Schedule.

#### **2.2 Holding Over**

- (a) If the Lessor allows the Lessee to hold over after the expiry of the Term (other than pursuant to a further lease), the Lessee will become a six monthly tenant and will pay the Lessor:
  - (i) a monthly rent equal to one twelfth of the amount of the Rent payable immediately before the expiry of the Term; and
  - (ii) any other money payable to the Lessor under this Lease.
- (b) Either party may terminate the tenancy by giving to the other party six months' notice in writing to expire on any date. Otherwise the tenancy will continue on the same terms and conditions in this Lease.

### **3 PAYMENTS**

#### **3.1 Rent**

- (a) The Lessee agrees to pay the Lessor the Rent by equal monthly instalments (and proportionately for any part of a month) in advance on the first day of each month provided that the first instalment will be paid on the Rent Commencement Date.
- (b) All instalments must be paid by electronic funds transfer to a bank account nominated by the Lessor. The Lessor must notify the Lessee of the details of the bank account on or before the Rent Commencement Date.
- (c) On the expiry or earlier termination of this Lease, the Lessor must promptly repay to the Lessee any Rent previously paid by the Lessee in respect of any period after such expiry or termination.

### **3.2 Rent Review**

On each Review Date during the Term or any extension or renewal of the Term, the Rent will be reviewed in accordance with the following formula:

$$A \quad \times \quad \frac{C2}{C1}$$

where:

- A is the Rent payable during the year immediately before the relevant Review Date;
- C1 is the Index Number for the quarter ending immediately before the commencement date of this Lease or, where a rent review has taken place, the Review Date immediately before the relevant Review Date; and
- C2 is the Index Number for the quarter ending immediately before the relevant Review Date.

### **3.3 Payment of services by the Lessee**

The Lessee will pay to the proper authorities all charges for utility and other services consumed by the Lessee on the Premises (provided such utilities and services are separately metered), including without limitation electricity services.

### **3.4 Separate Metering of electricity**

If the Premises are not separately metered, the Lessee will, at its own cost and expense install (within a reasonable time after the commencement date of this Lease but before consuming any electricity) and maintain a separate electricity meter for all electricity connected to and consumed on or in respect of the Premises.

### **3.5 Connection of electricity supply and installation of apparatus**

If requested by the Lessee, the Lessor must (at the Lessee's cost) enable the Lessee to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's Equipment.

## **4 USE OF THE PREMISES AND COMMON AREAS**

### **4.1 Permitted Purpose**

The Lessee must not without the prior written consent of the Lessor, use or permit or allow any other person to use the Premises for any purpose other than the Permitted Purpose.

### **4.2 Licensed Area**

In addition to its rights under this Lease in relation to the Premises, the Lessee shall be entitled to use the Licensed Area from time to time for the purpose of installation, testing, operation, maintenance, replacement and removal of equipment ancillary to the Lessee's Equipment. The provisions of this Lease shall where the context permits apply in relation to the Licensed Area in the same way as they apply to the Premises, except that the

Lessee's rights in relation to the Licensed Area are as licensee and not lessee, and the Lessee shall not be entitled to exclusive possession of the Licensed Area.

The Lessor must not alter the size of location of the Licensed Area, or permit third parties to use the Licensed Area if to do so would have a material adverse affect on the Lessee's use of the Premises.

#### **4.3 Use of Common Areas**

The Lessee and the Lessee's employees and agents may use the Common Areas for their intended purposes from time to time. The Lessee will comply with the Lessor's reasonable directions for the use of the Common Areas.

#### **4.4 Consents and Approvals of Authorities**

If the use of the Premises by the Lessee is permissible only with the consent or approval of a statutory, public, municipal or other proper authority, the Lessee must obtain the consent at its own expense.

#### **4.5 Compliance with Laws**

The Lessee must comply with (at its own expense) all statutes, regulations and legal requirements of any competent authority in relation to or affecting the Lessee's Equipment or its particular use or occupation of the Premises but the Lessee is not required to carry out works which are structural in nature.

#### **4.6 No Warranty as to Use**

The Lessor does not warrant that the Premises are suitable for the Lessee's intended use.

#### **4.7 No Noisy or Offensive Use**

The Lessee will not use the Premises in a noisy, offensive or noxious manner nor in a manner which will cause a nuisance or disturbance.

### **5 ASSIGNMENT/SUBLETTING**

#### **5.1 Security**

The Lessee may mortgage, charge or provide other security over this Lease or its right to possession of the Premises, or any part of them, without the prior written consent of the Lessor if the mortgage, charge or other security is provided to a bank or other financial institution in the ordinary course of business.

#### **5.2 Assignment to OTN or Related Body Corporate**

The Lessee may assign this Lease or sub-let or grant a licence in respect of the Premises to a Related Body Corporate, OTN, any other carrier under the Telecommunications Act 1997 (Cth) or any person to whom the Lessee is required by law to assign, sub-let or licence without the Lessor's consent. The Lessee must give the Lessor written notice of any assignment, sub-lease or licence under this clause within 30 days after the date of the assignment or sub-lease or licence.

### **5.3 Assignment, Sub-Letting and other Dealings**

Except as provided in **clauses 5.1 and 5.2** the Lessee must not assign, transfer, sub-let, licence, mortgage, charge or otherwise deal with this Lease or its right to possession of the Premises, or any part of them, without the prior written consent of the Lessor, which will not be withheld, if:

- (a) in the case of an assignment or transfer:
  - (i) the Lessee demonstrates to the reasonable satisfaction of the Lessor that any proposed assignee or transferee is responsible, respectable, of sound financial standing and intends to use the Premises for the Permitted Purpose or another purpose as may be approved by the Lessor, acting reasonably;
  - (ii) the Lessee procures that the proposed assignee or transferee executes a deed with the Lessor under which it agrees to be bound by the terms of this Lease as if it were the Lessee in a form reasonably required by the Lessor;
  - (iii) if reasonably required by the Lessor, the Lessor is provided with a guarantee of the obligations of the proposed assignee or transferee provided by a director or shareholder of the assignee or transferee, or other third party; and
- (b) in the case of a sub-lease or licence, the Lessee procures that the proposed sub-lessee or licensee executes a deed with the Lessor in a form reasonably required by the Lessor by which the proposed sub-lessee or licensee agrees that it will not by its act or omission cause any breach of the provisions of this Lease; and
- (c) all reasonable and proper costs incurred by the Lessor for any matter relating to or arising out of this clause have been paid by the Lessee and the Lessee agrees that if the proposed dealing does not proceed to completion the Lessee will still pay the reasonable and proper costs to the Lessor.

### **5.4 Lessee Released**

If this Lease is assigned or transferred in accordance with the requirements of this **clause 5**, the assignor or transferor shall upon completion of such assignment or transfer be deemed to have been released from all obligations and liabilities whatsoever under or in connection with this Lease arising after such assignment or transfer and the Lessor will if requested to do so execute such documents as the assignor or transferor reasonably requires to further evidence such release.

## **6 ACCESS TO THE PROPERTY**

### **6.1 Access**

The Lessor acknowledges that because the Lessee uses the Premises for the purposes of a mobile telephone network, it will be necessary for the Lessee to be able to quickly obtain access to the Premises at all times to carry out repairs and maintenance. Accordingly, the parties agree that the Lessee and its employees, contractors and agents will be entitled to unrestricted access to the Premises on a 24 hour, 7 days a week basis.

## **6.2 Installing and Maintaining Equipment**

The Lessor must allow the Lessee and its employees, contractors and agents reasonable access over the Land with vehicles, machinery and equipment for the purpose of installing, testing, operating, maintaining and removing the Lessee's Equipment.

## **6.3 Electric and other Cables**

The Lessee shall be entitled to install, maintain use and remove electrical and other cables and ancillary items in the Land in such locations as may be approved by the Lessor, such approval not to be unreasonably withheld, and in accordance with the reasonable directions of the Lessor, and the Lessee and its employees, contractors and agents shall be entitled to have reasonable access to the Land for such purposes, together with machinery equipment and vehicles reasonably required for such purposes.

## **6.4 Roads and Access Ways**

The Lessee shall be entitled to construct roads and other access ways on the Land in such locations as are approved by the Lessor and in accordance with the reasonable directions of the Lessor, such approval not to be unreasonably withheld, and the Lessee and its employees, contractors and agents shall be entitled to have reasonable access to the Land for such purposes, together with machinery equipment and vehicles reasonably required for such purposes.

# **7 MAINTENANCE & REPAIRS**

## **7.1 Maintenance Obligations**

- (a) The Lessee must during the Term and any extension or renewal of the Term maintain, replace and repair and keep that part of the Premises used by the Lessee for the Permitted Purpose in good and substantial repair and condition (having regard to their condition at the commencement of this Lease) and at the expiry or earlier determination of this Lease must yield up the Premises to the Lessor in good and substantial repair and condition.
- (b) The obligation of the Lessee in **clause 7.1(a)** does not include responsibility for fair wear and tear, repairs to the structure of any building and any damage caused by fire, flood, storm or tempest or other disabling cause, unless negligence on the part of the Lessee or the Lessee's employees and agents has rendered irrecoverable insurance money otherwise payable for the damage.
- (c) The obligation of the Lessee in **clause 7.1(a)** does not include replacing or repairing any damage caused or contributed to by the negligence of the Lessor.

## **7.2 Notification of Damage**

The Lessee must notify the Lessor of any damage to or of any accident in or defects in the Premises or in any of the services or other facilities provided by the Lessor in the Premises of which the Lessee is aware.

### **7.3 Entry by the Lessor**

The Lessor may enter the Premises with all necessary workmen, materials and equipment at reasonable times and on reasonable notice (except in the case of an emergency, where no notice is required):

- (a) to enter and view the state of repair of the Premises and to ascertain if there has been any breach of this Lease;
- (b) to carry out repairs or other works to the Premises;
- (c) to perform work required to remedy a defect or perform an obligation which the Lessee has not remedied or performed after having been given reasonable written notice to do so and without prejudice to any other remedies, the Lessor may recover the costs of the repairs from the Lessee on demand;
- (d) to comply with any present or future legislation affecting the Premises or any notice served on the Lessor or Lessee by any competent authority for which the Lessee is not responsible under this Lease;
- (e) to rebuild or restore the Premises if they are destroyed or damaged;
- (f) to repair, alter, make additions to or undertake other work to the utilities or other services provided to the Lessee;

provided always that in exercising such rights the Lessor must use reasonable endeavours to not interfere with the Lessee's occupation and use of the Premises. Notwithstanding anything hereinbefore contained, the Lessor acknowledges that the Lessee's Equipment forms part of its mobile telephone network and is highly sensitive. Accordingly, the Lessor agrees that it will not enter any equipment shelter containing any part of the Lessee's Equipment and must not touch or otherwise interfere with the Lessee's Equipment or its effective operation.

## **8 INDEMNITIES & INSURANCE**

### **8.1 Release of Lessor**

To the extent permitted by law, the Lessee releases the Lessor from any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Land except to the extent that the same is caused or contributed to by the Lessor or its employees, contractors or agents.

### **8.2 Indemnity**

The Lessee indemnifies the Lessor against any claim, action, damage, loss, liability, cost or expense which the Lessor incurs or is liable for in connection with:

- (a) any damage, loss, injury or death, caused or contributed to by the Lessee or its employees, contractors or agent, but only to the extent so caused or contributed to;
- (b) any default by the Lessee under this Lease;

- (c) the misuse by the Lessee or its employees, contractors or agents of any service provided to the Premises; and
- (d) the escape of any water from the Premises caused or contributed to by the Lessee or its employees, contractors or agents but only to the extent so caused or contributed to.

### **8.3 Insurance Policies**

The Lessee must during the Term and any extension or renewal of it keep in full force and effect a public-risk insurance policy for the Premises for an amount not less than the amount specified in Item 11 of the Reference Schedule or such other amount as the Lessor may from time to time reasonably require for any single accident or event.

### **8.4 Lessee not Void Insurance**

The Lessee and the Lessee's employees and agents must not do or permit anything to be done on the Premises which may render void or voidable any insurance effected by the Lessor or by the Lessee (except with the Lessor's prior written approval) or increase the premium payable on any insurance.

## **9 ABATEMENT OF RENT**

### **9.1 Damage or Destruction**

If the Premises or any part of them is at any time damaged or destroyed so as to render the Premises or any part of it either wholly or substantially unfit for use by the Lessee or wholly or substantially inaccessible then a proportionate part of the Rent will abate according to the nature of the damage and all remedies for their recovery will be suspended until the Premises have been restored or made fit for the Lessee's use or means of access to the Premises have been restored. Nothing in this clause affects or limits any rights that the Lessor may have against the Lessee for any damage contributed to or caused by or arising out of any act or omission of the Lessee or the Lessee's employees, contractors or agents.

### **9.2 Lessee may Terminate**

The Lessee may terminate this Lease by notice immediately if:

- (a) within 14 days of the damage occurring, it has served a notice on the Lessor ("Lessee's Notice") that the Premises are unfit for use or are inaccessible; and
- (b) the Lessor has failed within 14 days after service of the Lessor's Notice to restore the Premises or render them accessible.

### **9.3 Lessor may Terminate**

Without prejudice to the rights of either party for any antecedent breach, this Lease may be terminated by the Lessor on 14 days notice and without liability to the Lessor:

- (a) if the Premises are substantially damaged or become inaccessible, in accordance with the circumstances set out in clause 9.1; or
- (b) if the Premises are taken for any public purpose.

#### **9.4 Lessor not Liable to Restore**

Notwithstanding anything to the contrary in this Lease express or implied or the fact that the Lessor may be entitled to insurance money under any policy of insurance, the Lessor will not in any circumstances be liable to restore the Premises or make them accessible if they are damaged or become inaccessible, unless the damage or inaccessibility has been caused by the Lessor.

#### **9.5 Disputes**

Any dispute arising under this clause 9 will be determined by a loss assessor being a member of the Insurance Council of Australia, and either party may ask the President of the Council to appoint the assessor. The assessor appointed must have substantial experience in assessing buildings of a similar type within a similar area to where the Premises are located. The assessor will act as an expert and not as an arbitrator and his decision in all respects will be final and binding on both parties. The cost of any determination will be borne by the parties as the assessor decides.

### **10 INSTALLATION OF LESSEE'S EQUIPMENT**

#### **10.1 Consent to Installation**

- (a) The Lessor, on the conditions contained in this Lease, consents to the Lessee carrying out all things necessary and incidental for the installation of any equipment required in accordance with the Permitted Purpose.
- (b) The Lessee shall not materially deviate from any relevant plans without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

#### **10.2 Lessee's Equipment**

The parties agree that the Lessee's Equipment does not constitute a permanent improvement to the Premises and at all times remains the property of the Lessee, its successors and assigns.

### **11 REMOVAL OF LESSEE'S EQUIPMENT**

#### **11.1 Lessee Entitled to Remove**

The Lessee may remove the Lessee's Equipment during the Term of this Lease during any extension of the Term, during holding over after expiration of this Lease, and during the term of a new lease granted to the Lessee notwithstanding the surrender of this Lease, subject to this clause.

#### **11.2 Lessee Obligated to Remove**

The Lessee (or the Lessee's successors or assigns) must remove the Lessee's Equipment within 6 months after the expiry or earlier determination of this Lease. Notwithstanding anything elsewhere herein contained, the Lessee is not obliged to remove any of the Lessee's Equipment which is located below the natural ground level where such of the Lessee's Equipment does not materially adversely affect the Land or its future use.

### **11.3 Lessee must Repair**

The Lessee covenants to repair any damage caused to the Premises by the removal of Lessee's Equipment, or becoming apparent on its removal, in a workmanlike manner, so as to restore the Premises to its condition before the installation of the Lessee's Equipment, fair wear and tear excepted.

## **12 CONSEQUENCES OF FAILURE TO REMOVE AND REINSTATE**

If the Lessee fails to comply with the obligations under **clause 11** within the period in **clause 11.2**, the Lessor may cause the removal of the Lessee's Equipment, and reinstatement and repairs to be carried out, and the Lessee is responsible for and shall reimburse the Lessor for the Lessor's reasonable and proper costs and expenses.

## **13 DEFAULT**

### **13.1 Events of Default**

Notwithstanding any prior waiver or failure to take action by the Lessor, the Lessee will be in default under this Lease if:

- (a) the Rent or any part of it is in arrears for 30 days after notice in writing from the Lessor requesting payment; or
- (b) any other money payable by the Lessee to the Lessor has not been paid within 30 days after notice in writing from the Lessor requesting payment; or
- (c) the Lessee neglects, breaches or fails to perform any covenant or condition of the Lessee in this Lease within a reasonable period having regard to the nature of the neglect, breach or failure (which period must not be less than 30 days) after notice in writing from the Lessor requesting Lessee to remedy such neglect, breach or failure;
- (d) the Lessee (being a company) either:
  - (i) goes into liquidation (whether a voluntary, compulsory or provisional, except for re-organisation or amalgamation); or
  - (ii) is wound up or dissolved; or
  - (iii) enters into a scheme of arrangement with its creditors or any class of creditors; or
  - (iv) has an administrator appointed and such appointment is not cancelled or withdrawn within 30 days;
  - (v) enters into a deed of company arrangement; or
  - (vi) has a receiver or manager appointed to any of its assets and such appointment is not cancelled or withdrawn within 30 days.

### **13.2 Lessor's Rights on Default**

If the Lessee is in default under this Lease as set out in **clause 13.1**, the Lessor may and without prejudice to any other right, claim or remedy which the Lessor has or may have against the Lessee or any other person for the default, either:

- (a) by notice in writing to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; or
- (b) by notice in writing to the Lessee to convert the unexpired portion of the Term into a tenancy from month to month in which event the Lease will be determined as from the giving of such notice and thereafter the Lessee will hold the Premises from the Lessor as a tenant from month to month under the provisions of **clause 2.2**.

### **13.3 Essential Term**

Each of the obligations of the Lessee which are specified in this clause are essential terms of this Lease:

- (a) **clause 3.1** being the obligation to pay rent throughout the Term;
- (b) **clause 4**, relating to the use of the Premises;
- (c) **clause 5**, relating to assignment, subletting and other dealings; and
- (d) **clause 8**, relating to the Lessee's obligations to effect insurances for the Premises.

The breach or non performance of any of the obligations in this clause will be a fundamental breach of this Lease by the Lessee.

### **13.4 Mitigation**

If the Lessee vacates the Premises, whether with or without the Lessor's consent, the Lessor must take reasonable steps to mitigate its damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages. The Lessor's conduct to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

## **14 TERMINATION BY LESSEE**

### **14.1 Lessee may Terminate**

The Lessee may terminate this Lease at any time after the occurrence of the event relied upon, by giving notice in writing to the Lessor, if:

- (a) any government authority does not give any permits, licence or permissions required by the Lessee to carry out the Permitted Purpose on terms satisfactory to the Lessee (acting reasonably) or revokes any such permit, licence or permission;
- (b) there is a change to legislation or other government requirements affecting the telecommunications industry which materially adversely affects the Lessee's use of the Premises;

- (c) there is a change to telecommunications technology such that continued use of the Premises by the Lessee is no longer financially justified;
- (d) the Lessee's ability to use the Premises is materially adversely affected by radio, physical or other interference; or
- (e) the Lessee is unable, for any reason, to use the Premises for the Permitted Purpose.

## **14.2 Lessee not Liable**

If the Lessee terminates this Lease under **clause 14.1**, the Lessor has no right against the Lessee to recover any loss or damages it suffers as a result of that termination.

## **15 COVENANTS BY LESSOR**

### **15.1 Quiet Enjoyment**

- (a) If the Lessee complies with the material terms of this Lease the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or by any person rightfully claiming through, under or in trust for the Lessor, but subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease or any statute.
- (b) The Lessor must not itself knowingly nor will it knowingly permit any third party to do anything on the Land which is likely to cause physical or radio interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications network or telecommunications service and in the event of the Lessee advising the Lessor of any breach of this clause, the Lessor will, in good faith, use its best endeavours to cause removal of such interference, to the extent that it is within its power to do so.

### **15.2 Services**

The Lessor will use its reasonable endeavours to keep the services in the Premises or supplied to the Premises operational at all times during the Term.

### **15.3 Outgoings**

The Lessor will pay or cause to be paid all outgoings related to the Land and the Premises when they fall due.

## **16 DELETED**

## **17 NOTICES**

### **17.1 Sending**

A notice, consent, request or any other communication under this Lease must be in writing and must be left at the address of the addressee, or sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee specified in Item 12 of the Reference Schedule or any other address or facsimile number the addressee requests.

## 17.2 Receipt

A notice, consent, request or any other communication is deemed to be received:

- (a) if by delivery, when it is delivered;
- (b) if a letter, three days after posting (seven, if posted to or from a place outside Australia); and
- (c) if a facsimile, at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.

## 18 MISCELLANEOUS

### 18.1 Approvals

The Lessor:

- (a) irrevocably authorises the Lessee to (at the Lessee's cost):
  - (i) make any application for consent or approval to any competent authority to use or develop the Premises for the Permitted Purpose; and
  - (ii) exercise and procure every right of appeal arising from the determination of any such application or the failure to determine the application; and
  - (iii) must sign all documents and do all such things as the Lessee requires (at the Lessee's cost) to authorise or assist in obtaining consent or approval from any competent authority to use or develop the Premises for the Permitted Purpose.

### 18.2 GST

- (a) In this **clause 18.2**, a reference to "GST" means:

A tax (including without limitation a levy charge withholding a deduction, howsoever described) that is imposed by any governmental, local governmental, semi governmental or other competent authority calculated by reference to the price or value of anything supplied, provided or performed by the Lessor (excluding a tax imposed on net income).

- (b) This **clause 18.2** applies if, during the term, the Lessor becomes liable to pay GST in relation to any supply under this Lease (a "Taxable Supply").
- (c) The Lessor must issue to the Lessee a valid tax invoice, in the form approved by the Commissioner of Taxation, for the amount of GST referable to any Taxable Supply whether the value of that supply is calculated by reference to the rent or other payments payable under this Lease or any other consideration payable by the Lessee under this Lease. The amount of GST shall be calculated in accordance with the relevant legislation establishing the GST.
- (d) In addition to any consideration payable under this Lease, the Lessee must pay the amount of GST specified in a valid tax invoice under **clause 18.2(c)** hereto

(without deduction or set off of any other amount) to the Lessor within 45 days of the invoice being given in accordance with **clause 18.2(c)**.

- (e) The Lessor must register for GST purposes prior to whichever is the later of 1 July, 2000 and the grant of this Lease and must use reasonable endeavours to assist the Lessee in registering for GST purposes.

### **18.3 Lessee to pay Lessor's Costs**

In addition to the rent and other money reserved by this Lease the Lessee must pay on demand or reimburse the Lessor (as the Lessor may elect) all amounts paid or payable for:

- (a) all the Lessor's reasonable and proper costs for preparing, completing, stamping and registering this Lease and any consents required, such costs not to exceed \$1,000.00;
- (b) all stamp duties and registration charges (but not including interest and penalties unless caused by the Lessee) payable for stamping and registration of this Lease; and
- (c) all reasonable and proper costs resulting from a breach of this Lease by the Lessee.

### **18.4 Mortgagee's Consent**

If the Premises are subject to a mortgage, the Lessor must obtain the consent of the mortgagee to the grant of this Lease and any renewal of this Lease. The consent of the mortgagee must be in writing and the Lessor must provide the original or a certified copy to the Lessee prior to the grant of this Lease provided that if the mortgagee produces the certificate of title to the Land to enable registration of this Lease, such production will be taken as evidence of consent. If the mortgagee provides written consent subject to conditions, such conditions will be accepted by the Lessee provided that they are of the kind customarily imposed by the mortgagees in such circumstances and provided that the terms of the consent are such that:

- (a) the mortgagee will not interfere with the Lessee's use and enjoyment of the Property while the Lessee complies with the terms of this Lease; and
- (b) any Lessee's Equipment installed in or on the Premises by the Lessee shall at all times remain the property of the Lessee.

### **18.5 Lessor to Comply with Law**

The Lessor must comply with all laws relating to the Premises or their use.

### **18.6 Application of Statutory Provisions**

- (a) The covenants powers and provisions implied in leases under sections 84, 84A, 85 and 86 of the Conveyancing Act 1919 (NSW) do not apply to this Lease and are expressly negated.
- (b) The inclusion in this Lease of words in any of the forms of words contained in the first column of Part 2 of Schedule 4 to the Conveyancing Act 1919 (NSW) will not imply any covenant under Section 86 of that act.

- (c) The provisions of Sections 105, 106 and 107 of the Property Law Act 1974 (Qld) do not apply to this Lease and are expressly negated.
- (d) If the Lessee grants a mortgage of this Lease, the rights of the Lessor under this Lease shall be in priority to the rights of the mortgagee of this Lease and the provisions of Section 139 of the Real Property Act 1886 (SA) shall not apply to such mortgagee in respect of its estate or interest in this Lease.
- (e) In the case of a breach or default of any terms of this Lease where notice to the Lessee is required to be given pursuant to Section 10 of the Landlord and Tenant Act 1936 (SA) such notice shall provide that twenty eight (28) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor.
- (f) The covenants, powers and provisions implied in leases under Sections 124 and 125 of the Real Property Act 1886 (SA) do not apply to this Lease and are expressly negated.
- (g) The covenants, powers and provisions implied in leases under Section 67 of the Transfer of Land Act 1958 (VIC) do not apply to this Lease and are expressly negated.
- (h) The covenants, powers and provisions implied in leases under Sections 80 and 82 of the Property Law Act, 1969 (WA) do not apply to this Lease and are expressly negated.
- (i) To the extent permitted by law the application to this Lease of any moratorium or other Act which extends the term, reduces or postpones the payment of rent, or otherwise affects the operation of the terms of this Lease is expressly excluded and negated.
- (j) Nothing in this Lease shall derogate from any rights, powers or immunities available to the Lessee under the Telecommunications Act 1997 (Cth) or any other legislation.

## **19 GENERAL**

### **19.1 Waiver and Variation**

A provision or a right under this Lease may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

### **19.2 No Merger**

The covenants, conditions, provisions and warranties in this Lease do not merge or terminate on completion.

### **19.3 Entire Agreement**

This Lease constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

## **19.4 Governing Law and Jurisdiction**

- (a) This Lease is governed by the law of the State.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State.

## **19.5 Severability**

If a whole or any part of a provision in this Lease is void, unenforceable or illegal in the State, it is severed for that State. The remainder of this Lease has full force and effect. This clause has no effect if the severance alters the basic nature of this Lease or is contrary to public policy.

## **19.6 Lease without prejudice to parties rights**

This Lease is without prejudice to the Lessee's and OTN's rights (or the rights of any party that the Lessee and/or OTN has nominated under a Nominated Carrier Declaration under section 42 of the Telecommunications Act 1997 (Cth)) under schedule 3 of the Telecommunications Act 1997 (Cth).

## **20 AGREED AMENDMENTS**

### **20.1 Amendments**

Despite any other provision of this Lease, the parties agree that this Lease is amended by the amendments (if any) set out in **Schedule C**.

### **20.2 Inconsistency**

To the extent of any inconsistency between the terms of this Lease and any amendments set out in **Schedule C**, **Schedule C** prevails.

## SCHEDULE A

### DICTIONARY

#### (CLAUSE 1)

##### Part 1

In this Lease:

**“Business Day”** means a day (not being a Saturday or Sunday) on which trading banks are open for business in the City.

**“City”** means the capital city of the State or territory in which the Premises are located.

**“Common Areas”** means those parts of the Land provided by the Lessor for common use by the Lessee and the Lessee’s employees and agents and other occupiers of the Land and includes the areas described in Item 13 in the Reference Schedule.

**“Index Number”** means the Consumer Price Index (All Groups) for the City published from time to time by the Australian Bureau of Census and Statistics. If after the introduction of a Goods and Services Tax the Consumer Price Index (All Groups) is not amended to reflect the effect of this tax, then the Index Number will be adjusted to remove the effect of this tax to the intent that the review on the Review Date should not be artificially inflated by unusual fluctuations in the Index Number caused by the introduction of the Goods and Services Tax. If there is any suspension or discontinuance in the publication of the Consumer Price Index, then until publication of the Consumer Price Index is resumed, **Index Number** will mean some other index reflecting fluctuations in the cost of living in the City on which the parties agree. If the parties cannot agree on another index, the index will be determined by the President of the State Division of the Australian Property Institute Inc or his nominee as reflecting fluctuations in the cost of living in the City, and his decision will be final and binding on the parties. In determining the index the President or his nominee act as an expert and not as an arbitrator. The costs of determining the index will be borne equally by the Lessor and the Lessee.

**“Land”** means the land described in Item 3 of the Reference Schedule.

**“Lease”** means this Lease and all schedules, appendices and annexures.

**“Lessee”** means the party in Item 2 of the Reference Schedule.

**“Lessee’s employees and agents”** means the Lessee or any one or more of the Lessee’s employees, agents, contractors, and licensees, and any other person in or about the Premises at any time at the request or invitation of or under the control or direction or with the express consent or approval of the Lessee.

**“Lessee’s Equipment”** means all things, fittings, plant and equipment, signs and items in the nature of trade or tenant’s property and chattels owned or installed by the Lessee or its employees and agents in or about the Premises.

**“Lessor”** means the party in Item 1 of the Reference Schedule.

**“Licensed Area”** means the area or areas if any described in Item 14 of the Reference Schedule.

**“OTN”** means One.Tel Networks Pty Limited ACN 085 574 054.



**“Permitted Purpose”** has the meaning given in Item 10 of the Reference Schedule.

**“Premises”** means the premises described in Item 4 of the Reference Schedule and any fixtures and fittings of the lessor in the Premises.

**“Reference Schedule”** means the **Schedule B** to this Lease.

**“Rent”** means the amount set out in Item 8(a) of the Reference Schedule and includes all variations to the rent in accordance with this Lease.

**“Rent Commencement Date”** means the date specified in Item 8(b) of the Reference Schedule on which the Lessee is required to commence paying rent.

**“Review Date”** means the dates listed in Item 9 of the Reference Schedule.

**“State”** means the state or territory in which the Premises are located.

**“Term”** means the term of this Lease stated in Item 5 of the Reference Schedule.

## **Part 2**

- (a) In the agreement unless the context otherwise requires:
- (i) words importing the singular include the plural and vice versa;
  - (ii) words which are gender neutral or gender specific include each gender;
  - (iii) other parts of speech and grammatical forms of a word or phrase defined in the agreement have a corresponding meaning;
  - (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
  - (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing.
  - (vi) a reference to a clause, party, schedule or attachment is a reference to a clause of the agreement, and a party, schedule or attachment to, the agreement and a reference to the agreement includes a schedule and attachment to the agreement.
  - (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated and replaced;
  - (viii) a reference to a document includes all amendments or supplements to document, or replacements or of it;
  - (ix) a reference to a party to a document includes the party's successors and permitted assigns;
  - (x) an agreement on the part of two or more persons binds them jointly and severally; and



- (xi) a reference to an agreement, other than the agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (c) Headings are for convenience only and do not affect the interpretation of the agreement.
- (d) The agreement may not be construed adversely to a party just because that party prepared it.
- (e) A term or expression starting with a capital letter:
  - (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary; and
  - (ii) which is defined in the Corporations Law but is not defined in this Dictionary, has the same meaning as in the Corporations Law.



## SCHEDULE B

### REFERENCE SCHEDULE

**ITEM 1:**           **Lessor:**  
Figela Pty Ltd of Glenfield Waste Disposals, Cambridge Avenue, Glenfield.

**ITEM 2:**           **Lessee:**  
Lucent Technologies Australia Pty Limited ACN 002 326 687 of Level 4,  
6-10 Talavera Road, North Ryde NSW 2113

**ITEM 3:**           **Description of Land:**  
The land comprised in 3/736881 and known as Glenfield Waste Disposals,  
Cambridge Avenue, Glenfield

**ITEM 4:**           **Description of Premises:**  
The areas shown on the annexed plan

**ITEM 5:**           **Term:** Five (5) years  
(Clause 2.1)

**ITEM 6:**           **Commencement Date:** 1 March 2001  
(Clause 2.1)

**ITEM 7:**           **Termination Date:** 28 February 2006  
(Clause 2.1)

**ITEM 8:**           (a)     **Rent:** Fifteen thousand dollars (\$15,000.00) per annum

(b)     **Rent Commencement Date:**

The date which is the later of:

(i)     the date when the Lessee has obtained in writing all  
required Council and other authority consents and  
approvals (on terms acceptable to the Lessee) for its use of  
the Premises for the Permitted Purpose; and

(ii)    the Commencement Date

**ITEM 9:**           **Review Dates:**  
Each anniversary of the Commencement Date.

**ITEM 10:**          **Permitted Purpose:** Installation, testing, operation, maintenance and  
replacement of equipment for a mobile telephone network.

**ITEM 11:**          **Public risk insurance:**  
\$10 million

**Address for notices:**

**Lessor's address:**     Mr Lachlan Kennett  
Figela Pty Ltd  
C/- Glenfield Waste Disposals  
24 of 28



Cambridge Avenue  
Glenfield

**Lessor's facsimile:** 9821 2513

**Lessee's address:** One.Tel Project Director  
Lucent Technologies Australia Pty Limited  
Level 10, 9 Castlereagh Street  
SYDNEY NSW 2000

CC. General Counsel  
Lucent Technologies Australia Pty Limited  
Level 21, 133 Castlereagh Street  
SYDNEY NSW 2000

**Lessee's facsimile:** (02) 9352 8630

**ITEM 13:** Particular Common Areas (if any)

All those parts of the Land which provide access to the Premises.

**ITEM 14:** Licensed Area (if any)  
(Clause 4.2)

Those parts of the Land which the Lessee considers from time to time are reasonably necessary for use by the Lessee for equipment ancillary to the Lessee's Equipment and which the parties consider suitable for such purpose.



## SCHEDULE C

### AGREED AMENDMENTS

#### (CLAUSE 20)

The terms of this Lease are amended as follows:

1. Addition of the words "the whole or any part of" prior to the words "the Premises" in the first line of Clause 5.2.

2. Addition of the following new Clause 14.1(f):

"(f) Vodafone does not give its consent to the Lessee co-locating on the existing Vodafone tower on the Land or the Occupancy Agreement to be entered into by Vodafone Networks Pty Limited and the Lease is terminated, surrendered, expires or otherwise ends other than due to the default of the Lessee under the Occupancy Agreement."

3. Addition of the following new Clauses 21 and 22:

#### 21 LEASE INTERDEPENDENCY WITH TOWER RIGHTS

This lease is interdependent with the occupancy agreement to be entered into between the Lessee (or its successor in title or assign) and Vodafone Networks Pty Limited ("Occupancy Agreement") for the use by the Lessee of the existing Vodafone tower and other areas on the Land. The parties acknowledge and agree that:

21.1 a default by the Lessor under:

21.1.1 this Lease is a default under the Occupancy Agreement; and

21.1.2 the Occupancy Agreement is a default under this Lease;

21.2 termination by the Lessee of:

21.2.1 this Lease is a termination of the Occupancy Agreement; and

21.2.2 the Occupancy Agreement is a termination of this Lease;

21.3 a notice of default served by the Lessee under:

21.3.1 this Lease is a notice of default under the Occupancy Agreement; and


21.3.2 the Occupancy Agreement is a notice of default under this Lease.

#### 22 TOWER USE

22.2 The parties acknowledge and agree that at the date of this Lease the Lessor has leased part of the Land, being the Vodafone telecommunications building and

antenna tower on the Land to Vodafone Networks Pty Limited ("Vodafone") by a lease dated 19 April 1996 ("the Vodafone Lease").

- 22.3 The Lessee may terminate this Lease by giving notice in writing to the Lessor, if:
- (a) Vodafone does not continue to occupy that part of the Land occupied under the Vodafone Lease; or
  - (b) the Lessee is unable for any reason, to use the tower the subject of the Vodafone Lease.
- 22.4 Without in any way limiting clause 22.3, if Vodafone does not continue to occupy that part of the Land occupied under the Vodafone Lease, the Lessee may:
- (a) occupy and use the Land the subject of the Vodafone Lease; and
  - (b) if Vodafone removes the antenna tower, erect at the Lessee's own cost and expense, a suitable replacement tower.
- 22.5 If the Lessee elects to occupy and use part of the Land pursuant to Clause 22.4, the Lessor will enter into a new lease with the Lessee to record the above occupation on the same terms and conditions as this Lease with the exception that:
- (a) the term of the lease will be the unexpired portion remaining of the Term of this Lease; and
  - (b) the Rent payable under the lease will be the rent payable under the Vodafone Lease at the expiry or sooner determination of that lease or a proportionate part thereof (calculated on an area basis) if the Lessee occupies only part of the Land occupied under the Vodafone Lease.



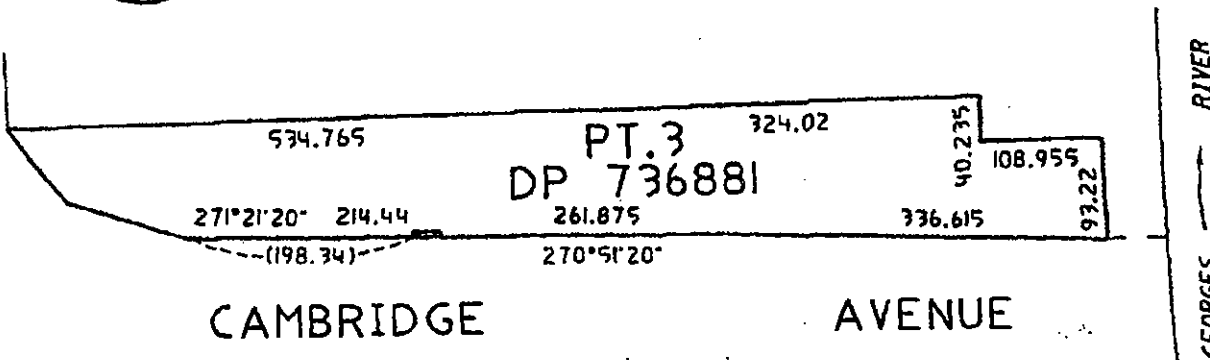
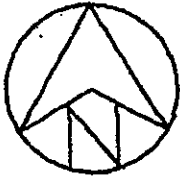


# PLAN OF LEASE SITE

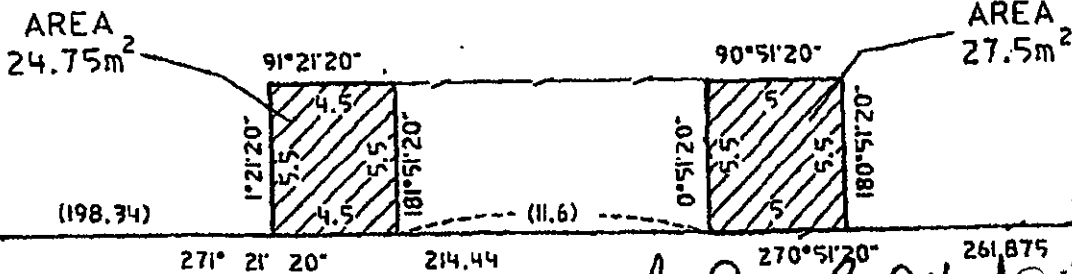
LAND: LOT 3 DP 736881  
TITLE: 3/736881  
L.G.A.: CAMPBELLTOWN  
PARISH: MINTO  
COUNTY: CUMBERLAND

SITE:  
GSM SITE 2259B  
GLENFIELD  
CAMBRIDGE AVENUE  
GLENFIELD NSW 2167

REGISTERED PROPRIETOR:  
FIGELA PTY LTD



ONE TEL  
LEASE AREA  
52.25m<sup>2</sup> TOTAL



CAMBRIDGE AVENUE

DIAGRAM  
SCALE 1:250

PREPARED BY

**Megis consulting**  
SURVEY & PROPERTY SERVICES

OF ADDRESS  
CHATEWOOD NSW 2011  
TEL: 01 8541 8811  
FAX: 01 8541 8818

SURVEYOR REGISTERED UNDER  
SURVEYORS' ACT, 1929-1946

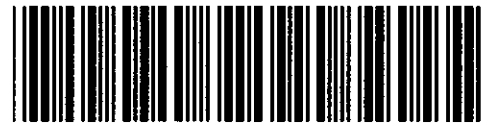
SCALE: 1:6000  
LENGTHS ARE IN METRES

DATE: 15/02/2014

SURVEYORS REFERENCE: PS2288

Form: 01TL  
Release: 1  
www.lpi.nsw.gov.au

# TRANSFER OF LEASE MORTGAGE OR CHARGE



## 9467957V

New South Wales  
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

OFFICE OF STATE REVENUE (N.S.W. TREASURY) Office of State Revenue use only	
CLIENT No. 22990	STAMP No. 731
STAMP DUTY..... \$2.00	SIGNATURE..... <i>[Signature]</i>
TRANSACTION No. 031235	DATE..... 20/3/03
ASSESSMENT DETAILS: LIC (642685)	

(A) LEASE/MORTGAGE/  
CHARGE

7253388

(B) TORRENS TITLE

3/736881

(C) LODGED BY

Delivery Box <b>795D</b>	Name, Address or DX and Telephone  Reference: <del>SLB</del> Site 2517	DEACONS LAWYERS GOLDFIELDS HOUSE CIRCULAR QUAY TEL: 9330 8000 SYDNEY	CODE TL TM TC
-----------------------------	--	--	------------------------

(D) TRANSFEROR

VODAFONE NETWORK PTY LIMITED ACN 081 918 461

(E)

The transferor acknowledges receipt of the consideration of \$ pursuant to a Sale of Assets Agreement between the Transferor and the transferee dated 21 December 2000 and transfers to the transferee all the transferor's estate and interest in the above lease

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

CROWN CASTLE AUSTRALIA PTY LTD ACN 090 873 019

(H)

TENANCY:

DATE

17 March 2003

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

*[Signature of Philip Cox]*

Name of witness:

Philip Cox

Address of witness:

799 Pacific Highway  
CHATSWOOD NSW 2067

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

*[Signature of Graeme Roger Goss]*

Attorney's name:

GRAEME ROGER GOSS

Signing on behalf of:

VODAFONE NETWORK PTYLTD

Power of attorney-Book:

4362

-No.:

891

Certified for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

*[Signature of Nicholas Michael Afaras]*

Signatory's name:

NICHOLAS MICHAEL AFARAS

Signatory's capacity:

transferee's solicitor

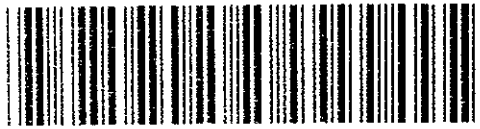
Form: 97-07L

Licence: 026CN/053796

# LEASE

New South Wales  
Real Property Act 1900

7253388D



Instructions for filling out this form are available from the Land Titles Office

Office of State Revenue use only

*plan fee paid*

NEW SOUTH WALES DUTY  
09-11-2000 0000262097-100  
LEASE - GENERAL  
DUTYABLE AMOUNT \$ 1,600.00

**(A) PROPERTY LEASED**

Show no more than 20 titles.  
If appropriate, specify the part or premises.

Certificate of Title Folio Identifier 3/736881, part being the premises known as Vodafone BTS site No. 2517B and shown hatched black on the plan annexed hereto and marked "B".

**(B) LODGED BY**

LTO Box	Name, Address or DX and Telephone
<i>750</i> <i>605M</i>	<i>McInnes Pynt</i> <i>Solicitors</i> <i>DX 314</i> <i>SYDNEY</i> <i>Legalities P/L</i> <i>McIn/Pynt/Glenfield/9234</i> REFERENCE (15 character maximum): <i>PPVT/RL/9234</i>

**(C) LESSOR**

FIGELA PTY LIMITED [ACN 003 179 986].

D) The lessor leases to the lessee the property described above.

Encumbrances (if applicable) 1. X235087 2. 3. 4.

**(E) LESSEE**

<b>L</b>	VODAFONE NETWORK PTY LIMITED [ACN 081 918 461]
<b>(F)</b>	TENANCY:

G) 1. **TERM:** 5 years.

2. **COMMENCING DATE:** 1 October 1999.

3. **TERMINATING DATE:** 30 September 2004.

4. With **THREE OPTIONS TO RENEW** for periods of 5 years each set out in Clause 16.

5. ~~With an **OPTION TO PURCHASE** set out in~~

6. ~~Together with and reserving the **RIGHTS** set out in~~

7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.

8. Incorporates the provisions set out in **MEMORANDUM No. 2757381** filed in the Land Titles Office.

FOR ATTESTATION CLAUSES SEE ANNEXURE "A"

H) **DATE** 31 October 2000 We certify this dealing correct for the purposes of the Real Property Act 1900.

~~Signed in my presence by the lessor who is personally known to me.~~

~~.....  
Signature of Witness~~

~~.....  
Name of Witness (BLOCK LETTERS)~~

~~.....  
Address of Witness~~

~~.....  
Signature of Lessor~~

Signed in my presence by the lessee who is personally known to me.

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address of Witness

.....  
Signature of Lessee

I) **STATUTORY DECLARATION**

I solemnly and sincerely declare that the time for the exercise of the Option to *\*/21a// Renew \*/21b// Purchase\** in expired lease No *//22//* has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... in the State of ..... on ..... 19 .....  
in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualification of Witness

.....  
Signature of Lessor

---

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**ANNEXURE "A"**

**THIS AND THE SUCCEEDING 4 PAGES CONSTITUTE ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN FIGELA PTY LIMITED [ACN 003 179 986] (AS LESSOR) AND VODAFONE NETWORK PTY LIMITED [ACN 081 918 461] (AS LESSEE) DATED THE**  
**31 DAY OF October 2000.**

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The Lessor and the Lessee agree that the provisions of Memorandum registered number 2757381 which are incorporated into this Lease are varied as follows:

1. In Clause 1.1, the definition of "Premises" is deleted and replaced with the following:

"Premises" means the structure the area of which is shown on the Plan and hatched black".

2. A new Clause 6A is inserted in the following terms:

**"6A. GST**

6A.1. For the purposes of this Lease, GST and any other terms defined in GST Law have the meanings given to those terms in A New Tax System (Goods and Services Tax) Act 1999 (the "**GST Law**").

6A.2. All payments that are to be made by the Lessee under this Lease are to be calculated without taking into account GST. If any payment by the Lessee to the Lessor is for a taxable supply under this Lease on which the Lessor must pay GST and the Lessor gives the Lessee a tax invoice, the Lessee must pay an amount equal to the GST payable (the "**GST Amount**") by the Lessor for that taxable supply.

6A.3. The parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount must not include any amount incurred in respect of penalty or interest or any other amounts payable by the Lessor as a result of default by the Lessor in complying with the GST Law."

3. In Clause 18.2(b), the words "as telecommunications carrier" are deleted.

**REFERENCE SCHEDULE**

**Item 1 The Land (Clause 1.1)**

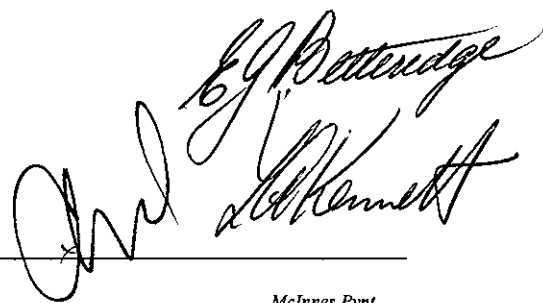
The whole of the land comprised in Certificate of Title Folio Identifier 3/736881.

**Item 2A Commencing Date (Clause 1.1)**

1 October 1999.

**Item 2B Adjusting Date (Clause 23.2)**

Not applicable.



**Item 3 Terminating Date (Clause 1.1)**

30 September 2004.

**Item 4 Term (Clause 1.1)**

A period of 5 years commencing on the Commencing Date and expiring on the Terminating Date together with any further period arising out of the exercise of any option for a further term granted in this Lease.

**Item 5A Annual Rent (Clause 1.1 & Clause 4.1)**

At the Commencing Date the sum of \$12,000.00 and thereafter as reviewed pursuant to the terms of this Lease.

**Item 5B Address to which Annual Rent to be paid (Clause 4.2)**

Figela Pty Limited  
PO Box 19  
GLENFIELD NSW 2167

**Item 5C Review Factor (Clause 1.1 & Clause 5)**

The result of the following calculation expressed as a percentage:

$$\frac{C2}{C1}$$

where:

C1 is the Index Number for the quarter ending immediately prior to the Commencement Date or, where a rent review has taken place, the Review Date immediately preceding the relevant Review Date; and

C2 is the Index Number for the quarter ending immediately prior to the relevant Review Date.

"Index Number" means the Consumer Price Index (All Groups) for Sydney published from time to time by the Australian Bureau of Statistics. If there is any suspension or discontinuance in the publication of the Consumer Price Index, then until publication of the Consumer Price Index is resumed, "Index Number" shall mean some other index reflecting fluctuations in the cost of living in Sydney upon which the parties agree, but in default of such agreement, such index as shall be determined by the President of the New South Wales Division of the Australian Property Institute (Incorporated) or his nominee as reflecting fluctuations in the cost of living in Sydney, and his decision shall be final and binding upon the parties. In making such determination the President or his nominee shall be deemed to be acting as an expert and not as an arbitrator. The costs of any such determination shall be borne equally by the Lessor and the Lessee.

**Item 6 Notices to Lessor (Clause 21)**

Name: Figela Pty Limited  
Address: PO Box 19, Glenfield NSW 2167  
Telephone Number: (02) 9601 8766  
Mobile: 0408 440 880  
Facsimile Number: N/A

**Item 7 Notices to Lessee (Clause 20)**

Name: Property Executive  
Vodafone Network Pty Limited  
Address: 799 Pacific Highway, CHATSWOOD NSW 2067  
Telephone Number: (02) 9415 7000  
Facsimile Number: (02) 9415 7188

**Item 8 Lessee's Solicitors (Clause 20)**

McInnes Pynt  
Level 13, 179 Elizabeth Street  
SYDNEY NSW 2000  
Telephone Number: (02) 9267 7755  
Facsimile Number: (02) 9267 7789

**Item 9 Option Term (Clause 1.1 & Clause 16)**

The term of each of the 3 options granted under this Lease, each being a term of 5 years.

**Item 10 Commencing Date of Last Option Term (Clause 1.1 & Clause 16.2)**

1 October 2014.

**Item 11 Lessor's Contact Person (Clause 12.2)**

Name: L. A. Kennet  
Address: PO Box 19, Glenfield NSW 2167  
Phone Number: (BH) (02) 9601 8766  
Mobile: 0408 440 880  
Facsimile Number: N/A

**Lessee's Contact Person (Clause 12.2)**

Name: Mr Max Trochei  
Property Executive  
Vodafone Network Pty Limited  
Address: PO Box 1066  
CHATSWOOD NSW 2057  
Phone Number: (02) 9415 7001  
Facsimile Number: (02) 9415 7300

**Item 12A Existing Carrier (Clause 23.2)**

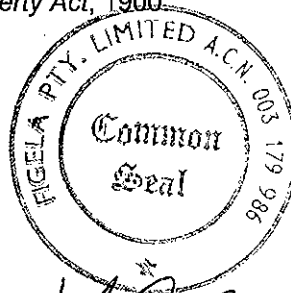
Not applicable.

**Item 12B Tower Lease (Clause 23.2)**

Not applicable.

We certify this dealing to be correct for the purposes of the *Real Property Act, 1900*.

THE COMMON SEAL of FIGELA PTY LIMITED [ACN 003 179 986] was affixed by the authority of the Board of Directors in the presence of:



*E. J. Betteridge*  
.....  
(Signature of Secretary/Director)

*L. A. Kennett*  
.....  
(Signature of Director)

*ETHEL JERALDINE BETTERIDGE*  
.....  
(Name of Secretary/Director in Full)

*LAURENCE ARTHUR KENNETT*  
.....  
(Name of Director in Full)

SIGNED on behalf of **Vodafone Network Pty Limited [ACN 081 918 461]** by its duly authorised attorney

under power of Attorney dated 19 January 2000 registered Book 4261 No. 312

*[Signature]*  
.....  
Signature of attorney

*A. W. BIRCH*  
.....  
Full name of attorney

*[Signature]*  
.....  
Signature of witness

*FELICIA LOMBARDO*  
.....  
Full name of witness  
799 Pacific Highway Chatswood

Dated: *28/3/00*

COMMONWEALTH BANK OF AUSTRALIA  
being the Mortgagee under Memorandum of Mortgage No./Dated *4-11-1987* of the premises demised by the within lease  
HEREBY CONSENTS to such lease.

COMMONWEALTH BANK OF AUSTRALIA, by its attorney who is *SENIOR MANAGER* for the time being at *BBC LIVERPOOL* and who is the attorney mentioned and referred to in Power of Attorney registered in the LAND TITLES OFFICE Book 4043 No. 616.

*[Signature]*  
SIGNED IN MY PRESENCE BY  
*A. CASONATO*

.....  
of the Commonwealth Bank of Australia, the duly constituted Attorney of the said bank who is personally known to me,

*[Signature]*

# PLAN OF BASE STATION PREMISES

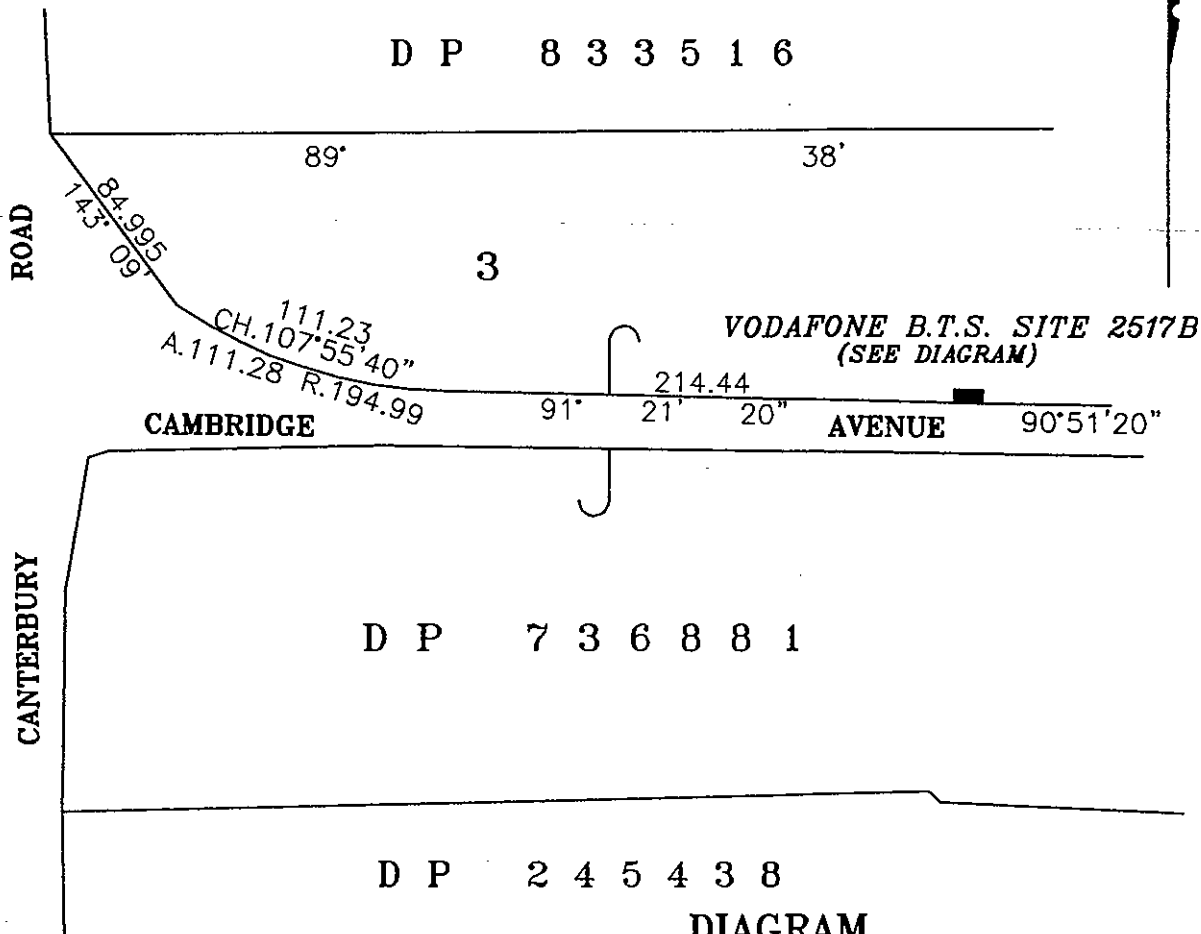
## VODAFONE LIMITED SITE:GLENFIELD

LAND. LOTS 3 IN DP736881  
TITLE. FOLIO 3/736881  
L.G.A. CAMPBELLTOWN  
PARISH. MINTO COUNTY. CUMBERLAND

BTS SITE 2517B  
HAZLEWOOD PARK,  
CAMBRIDGE AVE.  
GLENFIELD, NSW.

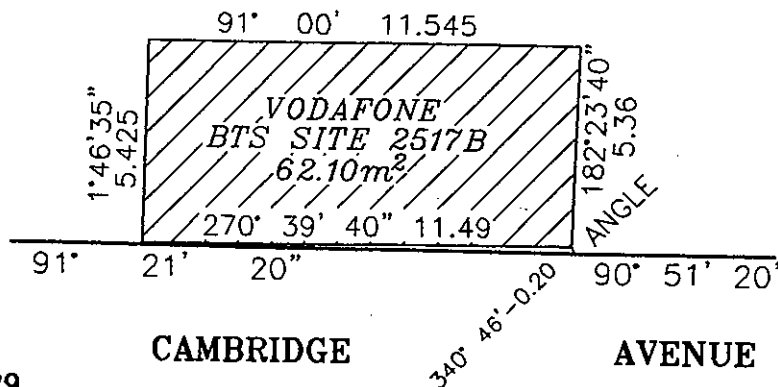
M N

REG. PROP. FIGELA PTY. LTD.



### DIAGRAM

SCALE 1:200



#### NOTE:

THE LIMITS OF THE STRUCTURE BEING LEASED ARE DEFINED BY THE LINES SHOWN IN THE PLAN HEREON.

#### PREPARED BY:

WATSON BUCHAN PTY. LTD.  
CONSULTING SURVEYORS  
PO BOX 176, CARINGBAH. 2229.

JOHN A WATSON.

SURVEYOR REGISTERED UNDER SURVEYORS ACT, 1929. SCALE:1:3000 DATE:17/5/00

LENGTHS ARE IN METRES.

SURVEYORS REFERENCE: 99/1320

# TITLE SEARCH

Title Reference: 14018-92

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: AUTO CONSOL 14018-92

SEARCH DATE	TIME	EDITION NO	DATE
12/9/2014	6:04 AM	3	14/2/2011

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS  
 AT GLENFIELD  
 LOCAL GOVERNMENT AREA CAMPBELLTOWN  
 PARISH OF MINTO COUNTY OF CUMBERLAND  
 TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

J C & F W KENNETT PTY. LIMITED (T I810469)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 LAND EXCLUDES MINERALS AS REGARDS LOT 1 IN DP113201 BY THE CROWN GRANT
- \* 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP833516 AFFECTING LOT 91 IN DP1155962
- \* 4 2375529 PIPELINE EASEMENT 5 METRES WIDE & VARIABLE WIDTH AFFECTING THE PART(S) OF LOT 91 IN DP1155962 SHOWN IN DP499058 (SHEET 6)
- \* 5 K218859 EASEMENT FOR CO-AXIAL CABLE 3.66 WIDE AFFECTING THE PART OF LOT 91 IN DP1155962 SHOWN IN DP1155962
- \* 6 AF947593 LEASE TO BORAL RESOURCES (NSW) PTY LIMITED PART OF LOT 91 IN DP1155962 SHOWN IN PLAN WITH AF947593. EXPIRES: 1/2/2015.
- \* 7 AG416930 RIGHT OF ACCESS AFFECTING PART(S) OF LOT 91 IN DP1155962 SHOWN IN DP1155962
- \* AG918067 VARIATION OF EASEMENT AG416930 TERMS VARIED

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOT 1 IN DP113201  
 LOT 2 IN DP333578  
 LOT 91 IN DP1155962

TITLE DIAGRAM

DP113201  
 DP333578  
 DP1155962.

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

\* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.  
 WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

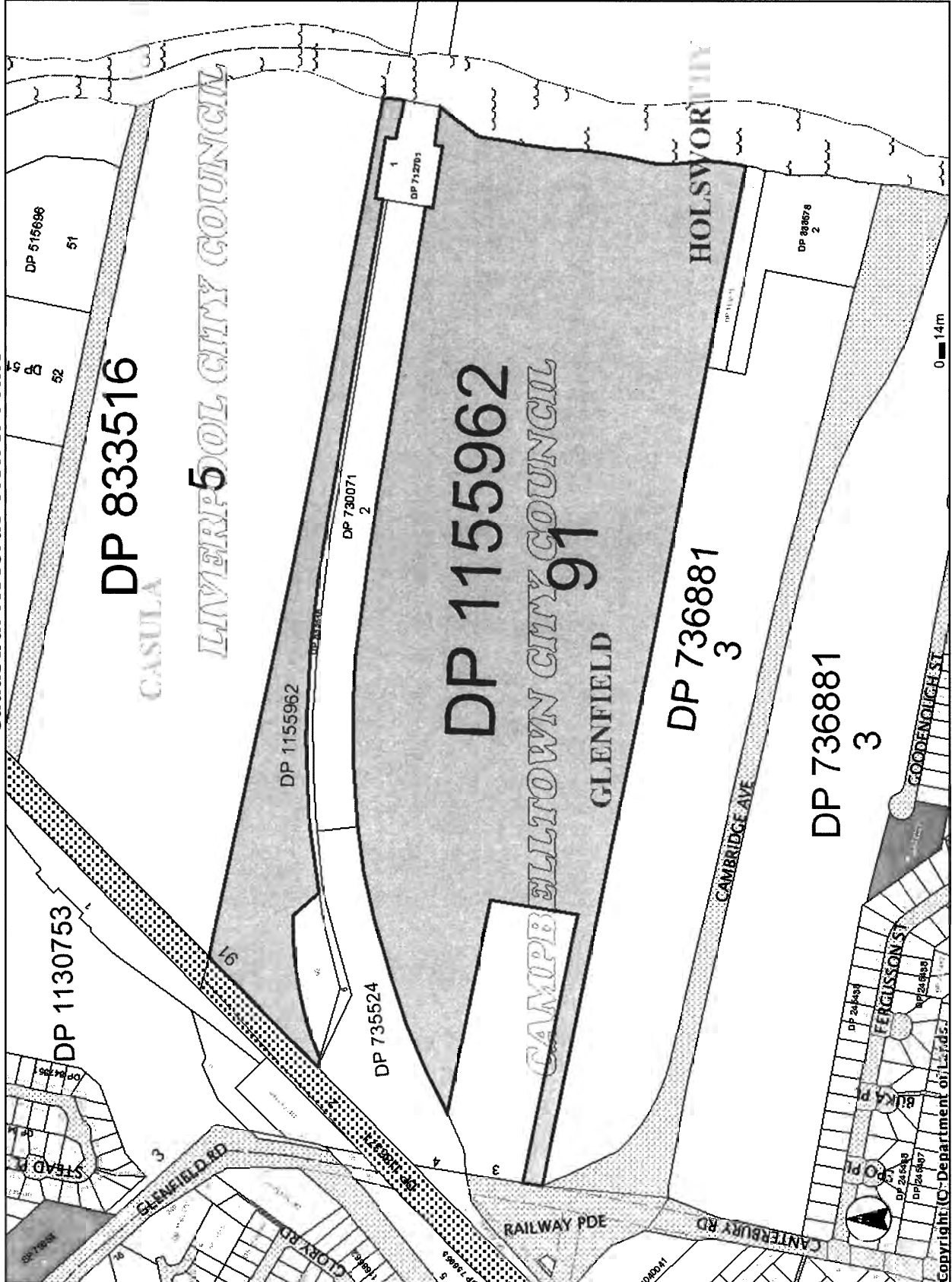
### Cadastral Records Viewer Print

**Current Feature**  
**Lot 91 DP1155962**  
 Locality: GLENFIELD  
 LGA: CAMPBELLTOWN  
 Parish: MINTO  
 County: CUMBERLAND

#### LEGEND

Parcels [Selected Features]

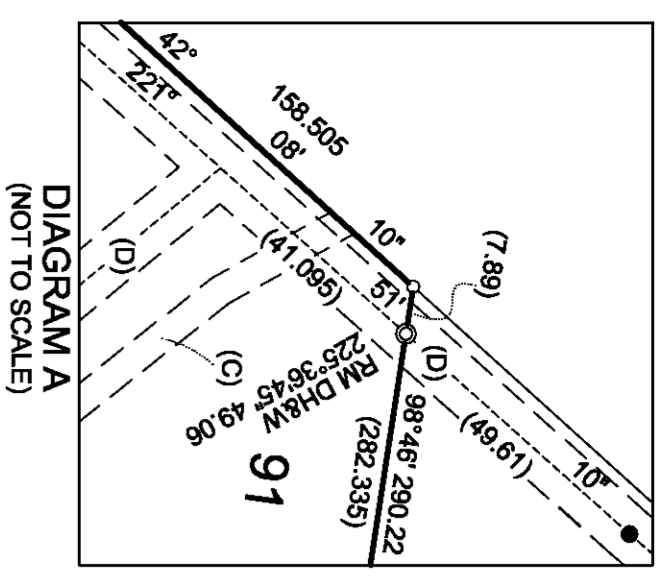
- Current Feature
- Other Selected Features
- Localities
- LGAs
- Rail Corridor
- Waterway Corridor
- Waterways
- Unidentified Parcels
- Parcels
- Standard Lot
- Standard Part Lot
- Strata
- Stratum
- Road Corridor
- Roads



This information is provided as a searching aid only. While every endeavour is made to ensure the current cadastral pattern is accurately reflected, the Registrar General cannot guarantee the information provided.

Department of Lands

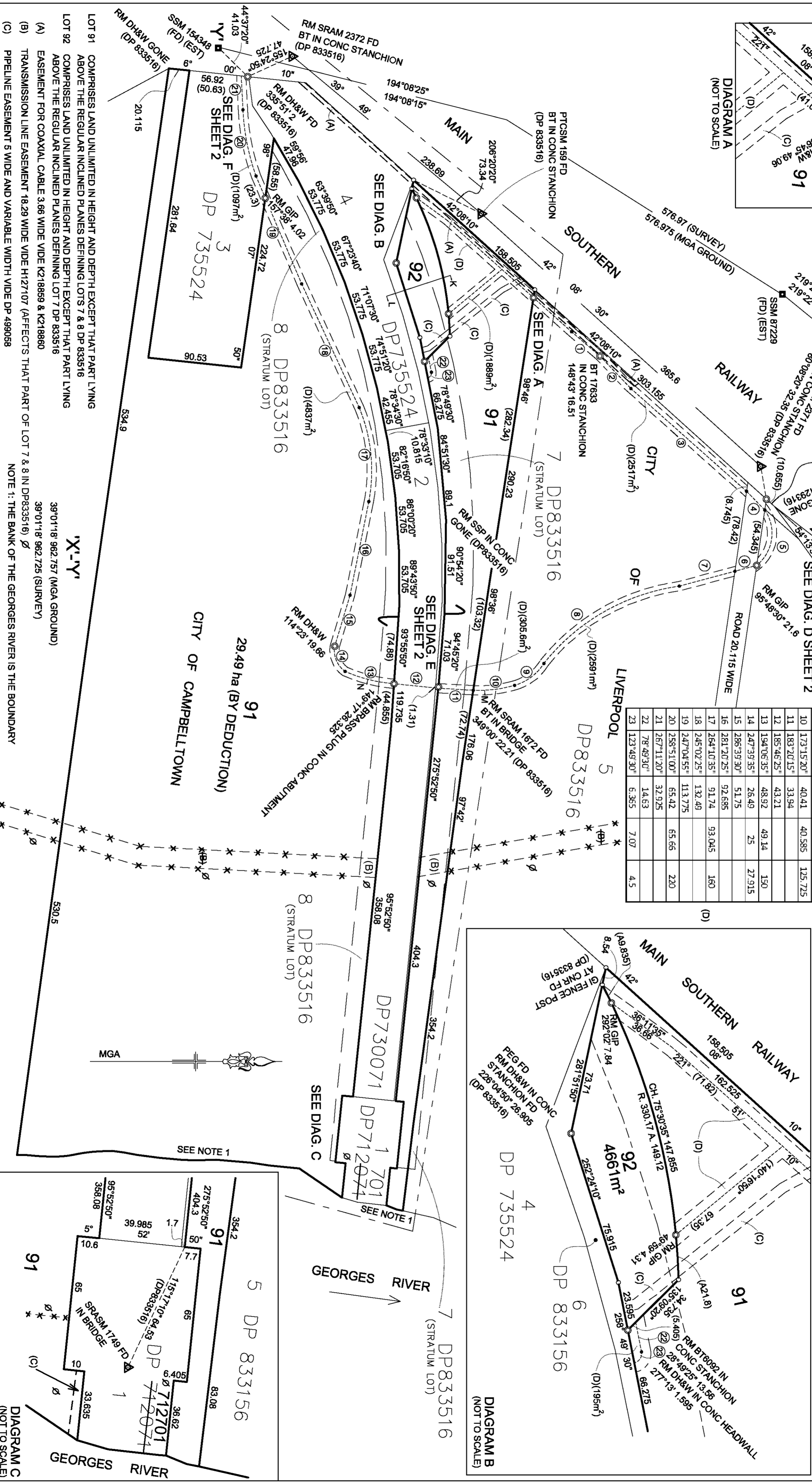




No	Bearing	Distance	Arc	Rad
1	40°35'40"	36.19		
2	46°21'15"	43.525		
3	41°38'25"	150.285		
4	45°42'55"	25.325		
5	98°17'40"	54.345	59.75	40
6	164°56'40"	55.855	21.91	
7	150°16'	151.405	155.145	203.33
8	143°13'40"	35.475	36.265	50
9	173°15'20"	40.41	40.585	125.725
10	185°46'25"	43.21	49.14	150
11	184°06'35"	48.92	49.14	150
12	184°06'35"	48.92	49.14	150
13	194°06'35"	48.92	49.14	150
14	247°39'35"	26.49	25	27.915
15	286°39'30"	51.75		
16	281°20'25"	92.685		
17	264°10'35"	91.74	93.045	160
18	245°02'25"	132.49		
19	247°04'55"	113.775		
20	258°51'00"	65.42	65.66	220
21	267°11'20"	32.925		
22	78°49'30"	14.63		
23	123°49'30"	6.355	7.07	4.5

MARK	MGA CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
SSM 41039	306 643 660	6 240 369 080	56	B	2
SSM 70994	306 361 800	6 240 394 081	56	C	3
SSM 87229	306 178 366	6 240 170 596	56	C	3
SSM 154348	306 037 456	6 239 611 063	56	B	2

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS ON THE 3RD AUGUST 2010  
COMBINED SEA LEVEL & SCALE FACTOR=1.000080



LOT 91 COMPRISES LAND UNLIMITED IN HEIGHT AND DEPTH EXCEPT THAT PART LYING ABOVE THE REGULAR INCLINED PLANES DEFINING LOTS 7 & 8 DP 833516

LOT 92 COMPRISES LAND UNLIMITED IN HEIGHT AND DEPTH EXCEPT THAT PART LYING ABOVE THE REGULAR INCLINED PLANES DEFINING LOT 7 DP 833516

(A) EASEMENT FOR COAXIAL CABLE 3.66 WIDE WIDE DP 833516

(B) TRANSMISSION LINE EASEMENT 18.29 WIDE WIDE H127107 (AFFECTS THAT PART OF LOT 7 & 8 IN DP833516) (SURVEY) 39°01'18" 962.725 (SURVEY)

(C) PIPELINE EASEMENT 5 WIDE AND VARIABLE WIDTH WIDE DP 499058

(D) PROPOSED RIGHT OF ACCESS 9 WIDE UNLIMITED IN HEIGHT AND DEPTH EXCEPTING THAT PART LYING ABOVE THE REGULAR INCLINED PLANES DEFINING LOTS 7 & 8 DP 833516 (AF610464)

(E) RIGHT OF CARRIAGEWAY 6.86 WIDE & VARIABLE WIDTH (L1814266)

(F) EASEMENT FOR SUPPORT VARIABLE WIDTH (AF106573)

Surveyor: MATTHEW WILLIAM CLEARY  
Date of Survey: 30/07/2010  
Surveyors Reference: 114587500\_03

PLAN OF LAND AND EASEMENT FOR ACCESS  
ACQUIRED BY GOVERNMENT GAZETTE  
25/06/2010 NO 84, FOLS 2971-2973

L.G.A.: CAMPBELLTOWN / LIVERPOOL  
Locality: GLENFIELD  
Subdivision No.:  
Lengths are in metres. Reduction Ratio: 1:2500

Registered 20-12-2010  
DP1155962



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)


\* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO ACQUIRE LOT 92 FOR RAILWAY PURPOSES.

IT INTENDED TO ACQUIRE AN EASEMENT ("D") FOR A RIGHT OF ACCESS OVER LOT 91, LOT 3 IN DP735524, LOT 5 IN DP833516 AND LOTS 103 &104 IN DP1143827 FOR RAILWAY PURPOSES.

DP1155962

Registered:  20-12-2010  
 Title System: TORRENS  
 Purpose: ACQUISITION

PLAN OF LAND AND EASEMENT FOR ACCESS  
 ACQUIRED BY GOVERNMENT GAZETTE 25/06/2010  
 NO 84, FOLS 2971 -2973

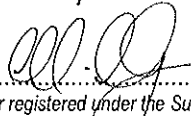
LGA: CAMPBELLTOWN / LIVERPOOL  
 Locality: GLENFIELD  
 Parish: ~~PROSPECT~~ MINTO  
 County: CUMBERLAND

Use PLAN FORM 6A  
 for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval  
 I.....in approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation of the land shown herein have been given  
 Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

Surveying Regulation, 2006  
 I, MATTHEW WILLIAM CLEARY.....  
 of HARD & FORESTER CONSULTING SURVEYORS.....  
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on:.....30/7/2010.....

The survey relates to LOT 92, RIGHT OF ACCESS AND CONNECTIONS .....  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 22/10/2010  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X' - 'Y'  
 Type: Urban/~~Rural~~

Subdivision Certificate  
 I certify that the provisions of s.109J 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: .....  
 File no: .....

Plans used in the preparation of survey/compilation

D.P.833516  
 D.P.1129316  
 D.P.1143827

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 114587500\_03

\* Delete whichever is inapplicable.



# HISTORY OF TITLE TRANSACTION

Title Reference: 91/1155962

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH

SEARCH DATE

12/9/2014 6:04AM

FOLIO: 91/1155962

First Title(s): OLD SYSTEM

Prior Title(s): 9/833516

Recorded	Number	Type of Instrument	C.T. Issue
20/12/2010	DP1155962	DEPOSITED PLAN	LOT RECORDED FOLIO NOT CREATED
17/11/2011	AG416916	REQUEST	FOLIO CREATED CT NOT ISSUED
17/11/2011	AG625399	ADDED TO AUTO CONSOL 14018-92	

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 12/9/2014

**Appendix B**  
**Historical Aerial Photographs**











**Appendix C**  
**WorkCover Letter**

Our Ref: D14/118760  
Your Ref: Nick Bridgement

22nd September 2014

Attention: Nick Bridgement  
Consulting Earth Scientists Pty Ltd  
Suite 3  
55 Grandview Street,  
PYMBLE NSW 2073

Dear Nick Bridgement,

**RE SITE: Lot 1 DP113201 Cambridge Avenue, Glenfield, NSW,  
2167**

I refer to your site search request received by WorkCover NSW on 12<sup>th</sup> September 2014 requesting information on licences to keep dangerous goods for the above site.

A search of the Stored Chemical Information Database (SCID) and the microfiche records held by WorkCover NSW has not located any records pertaining to the above mentioned premises.

If you have any further queries please contact the Dangerous Goods Licensing Team on (02) 4321 5500.

Yours Sincerely



Michelle Kidd  
Customer Service Officer  
Dangerous Goods Team



WorkCover

WorkCover NSW  
92-100 Donnison Street, Gosford, NSW 2250  
Locked Bag 2906, Lisarow, NSW 2252  
T 02 4321 5000 F 02 4325 4145  
WorkCover Assistance Service 13 10 50  
DX 731 Sydney workcover.nsw.gov.au

Our Ref: D14/118760  
Your Ref: Nick Bridgement

22nd September 2014

Attention: Nick Bridgement  
Consulting Earth Scientists Pty Ltd  
Suite 3  
55 Grandview Street,  
PYMBLE NSW 2073

Dear Nick Bridgement,

**RE SITE: Lot 2 DP333578 Cambridge Avenue, Glenfield, NSW,  
2167**

I refer to your site search request received by WorkCover NSW on 12<sup>th</sup> September 2014 requesting information on licences to keep dangerous goods for the above site.

A search of the Stored Chemical Information Database (SCID) and the microfiche records held by WorkCover NSW has not located any records pertaining to the above mentioned premises.

If you have any further queries please contact the Dangerous Goods Licensing Team on (02) 4321 5500.

Yours Sincerely

A handwritten signature in black ink, appearing to read "M. A. Kidd".

Michelle Kidd  
Customer Service Officer  
Dangerous Goods Team



WorkCover

WorkCover NSW  
92-100 Donnison Street, Gosford, NSW 2250  
Locked Bag 2906, Lisarow, NSW 2252  
T 02 4321 5000 F 02 4325 4145  
WorkCover Assistance Service 13 10 50  
DX 731 Sydney [workcover.nsw.gov.au](http://workcover.nsw.gov.au)

Our Ref: D14/118760  
Your Ref: Nick Bridgement

22nd September 2014

Attention: Nick Bridgement  
Consulting Earth Scientists Pty Ltd  
Suite 3  
55 Grandview Street,  
PYMBLE NSW 2073

Dear Nick Bridgement,

**RE SITE: Lot 3 DP736881 Cambridge Avenue, Glenfield, NSW,  
2167**

I refer to your site search request received by WorkCover NSW on 12<sup>th</sup> September 2014 requesting information on licences to keep dangerous goods for the above site.

A search of the Stored Chemical Information Database (SCID) and the microfiche records held by WorkCover NSW has not located any records pertaining to the above mentioned premises.

If you have any further queries please contact the Dangerous Goods Licensing Team on (02) 4321 5500.

Yours Sincerely

Michelle Kidd  
Customer Service Officer  
Dangerous Goods Team



WorkCover

WorkCover NSW  
92-100 Donnison Street, Gosford, NSW 2250  
Locked Bag 2906, Lisarow, NSW 2252  
T 02 4321 5000 F 02 4325 4145  
WorkCover Assistance Service 13 10 50  
DX 731 Sydney workcover.nsw.gov.au

Our Ref: D14/118760  
Your Ref: Nick Bridgement

22nd September 2014

Attention: Nick Bridgement  
Consulting Earth Scientists Pty Ltd  
Suite 3  
55 Grandview Street,  
PYMBLE NSW 2073

Dear Nick Bridgement,

**RE SITE: Lot 91 DP1155962 Cambridge Avenue, Glenfield, NSW,  
2167**

I refer to your site search request received by WorkCover NSW on 12<sup>th</sup> September 2014 requesting information on licences to keep dangerous goods for the above site.

A search of the Stored Chemical Information Database (SCID) and the microfiche records held by WorkCover NSW has not located any records pertaining to the above mentioned premises.

If you have any further queries please contact the Dangerous Goods Licensing Team on (02) 4321 5500.

Yours Sincerely

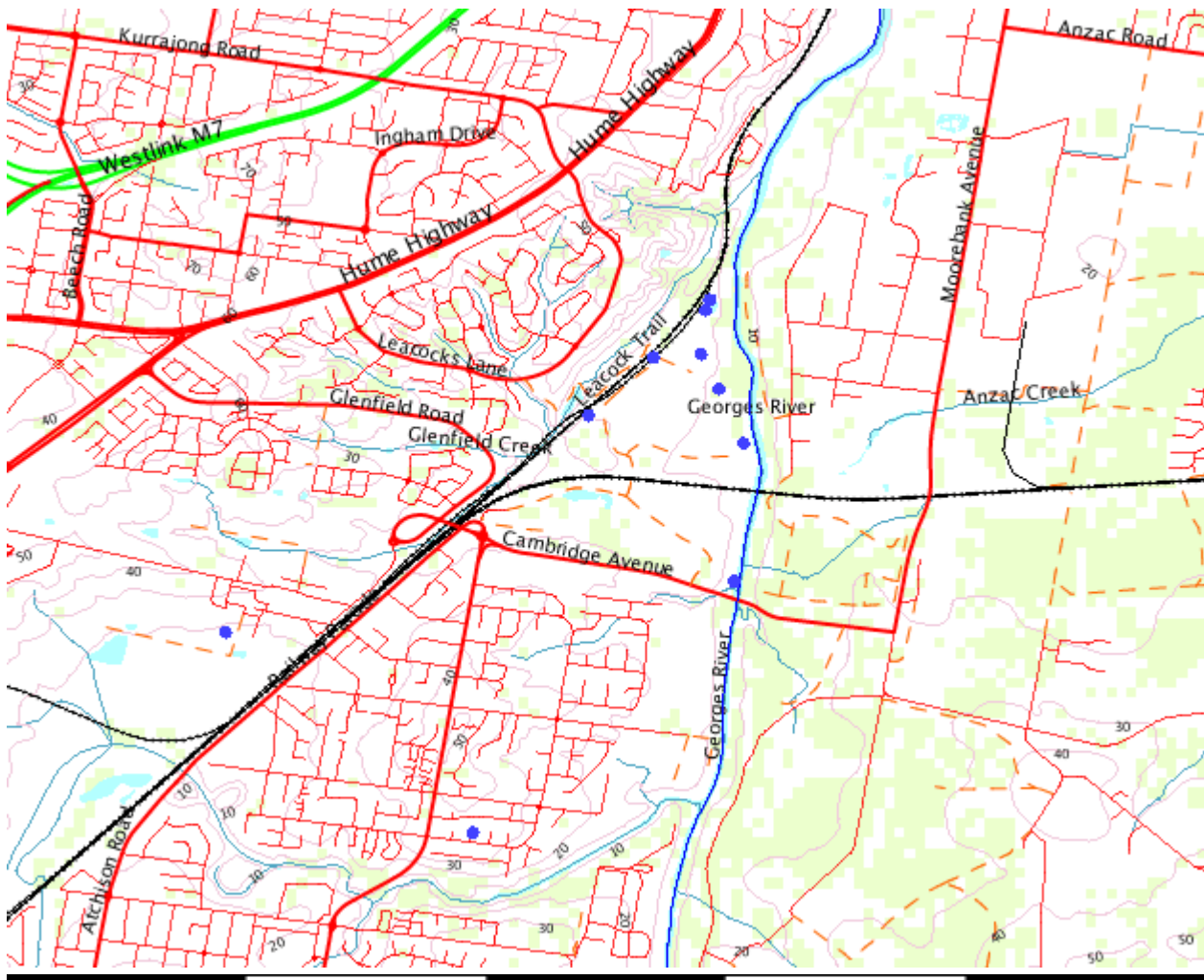
Michelle Kidd  
Customer Service Officer  
Dangerous Goods Team

## **Appendix D**

### **Groundwater Bore Information**

# Map from the NSW Natural Resource Atlas

Map created with NSW Groundwater Works - <http://nratlas.nsw.gov.au>  
 Friday, October 03, 2014



0 4 Km

## Legend

Symbol	Layer	Custodian
	Cities and large towns	renderImage: Cannot build image from features
	Populated places	renderImage: Cannot build image from features
	Towns	
	Groundwater Bores	
	Catchment Management Authority boundaries	
	Major rivers	
	Primary/arterial road	
	Motorway/freeway	
	Railway	
	Runway	
	Contour	
	Background	

Topographic base map

Copyright © 2014 New South Wales Government. Map has been compiled from various sources and may contain errors or omissions. No representation is made as to its accuracy or suitability.

# Groundwater Works Summary

For information on the meaning of fields please see [Glossary](#)  
Document Generated on Tuesday, October 7, 2014

[Print Report](#)

[Works Details](#) [Site Details](#) [Form A](#) [Licensed](#) [Construction](#) [Water Bearing Zones](#) [Drillers Log](#)

## Work Requested -- GW108346

### Works Details [\(top\)](#)

**GROUNDWATER NUMBER** GW108346  
**LIC-NUM** 10BL165922  
**AUTHORISED-PURPOSES** TEST BORE  
**INTENDED-PURPOSES** TEST BORE  
**WORK-TYPE** Bore  
**WORK-STATUS**  
**CONSTRUCTION-METHOD** Rotary  
**OWNER-TYPE**  
**COMMENCE-DATE**  
**COMPLETION-DATE** 2006-01-25  
**FINAL-DEPTH (metres)** 210.30  
**DRILLED-DEPTH (metres)** 210.30  
**CONTRACTOR-NAME**  
**DRILLER-NAME**  
**PROPERTY** FRANK WHIDDON  
**GWMA** -  
**GW-ZONE** -  
**STANDING-WATER-LEVEL** 35.00  
**SALINITY** 7000.00  
**YIELD** 0.10

### Site Details [\(top\)](#)

**REGION** 10 - SYDNEY SOUTH COAST  
**RIVER-BASIN**  
**AREA-DISTRICT**  
**CMA-MAP**  
**GRID-ZONE**  
**SCALE**  
**ELEVATION**  
**ELEVATION-SOURCE**  
**NORTHING** 6238008.00  
**EASTING** 306023.00  
**LATITUDE** 33 58' 50"  
**LONGITUDE** 150 54' 1"  
**GS-MAP**  
**AMG-ZONE** 56  
**COORD-SOURCE**  
**REMARK**

### Form-A [\(top\)](#)

**COUNTY** CUMBERLAND  
**PARISH** MINTO  
**PORTION-LOT-DP** 1 1048973

### Licensed [\(top\)](#)

**COUNTY** CUMBERLAND  
**PARISH** MINTO  
**PORTION-LOT-DP** 1 1048973

### Construction [\(top\)](#)

Negative depths indicate Above Ground Level;H-Hole;P-Pipe;OD-Outside Diameter;  
 ID-Inside Diameter;C-Cemented;SL-Slot Length;A-Aperture;GS-Grain Size;Q-Quantity

HOLE-NO	PIPE-NO	COMPONENT-CODE	COMPONENT-TYPE	DEPTH-FROM (metres)	DEPTH-TO (metres)	OD (mm)	ID (mm)	INTERVAL	DETAIL
1		Hole	Hole	0.00	2.50	203			Down Hole Hammer
1		Hole	Hole	2.50	108.00	162			Down Hole Hammer
1		Hole	Hole	108.00	210.30	157			Down Hole Hammer
1	1	Casing	Steel	-0.50	2.50	168	158.4		C: 0-2.5m; Driven into Hole; Suspended in Clamps
1	1	Casing	PVC Class 9	-0.50	89.50	140			Screwed and Glued; Suspended in Clamps

### Water Bearing Zones [\(top\)](#)

FROM-DEPTH (metres)	TO-DEPTH (metres)	THICKNESS (metres)	ROCK-CAT-DESC	S-W-L	D-D-L	YIELD	TEST-HOLE-DEPTH (metres)	DURATION	SALINITY
57.00	60.00	3.00				0.10	60.00	0.25	6000.00
97.00	102.00	5.00				0.70	102.00	0.25	6800.00
108.00	115.00	7.00				0.10	120.00	0.25	6400.00
140.00	150.00	10.00				0.10	150.00	0.50	7000.00

### Drillers Log [\(top\)](#)

FROM	TO	THICKNESS	DESC	GEO-MATERIAL	COMMENT
0.00	1.20	1.20	CLAY		
1.20	14.00	12.80	SHALE GREY		
14.00	57.00	43.00	SANDSTONE GREY		
57.00	57.10	0.10	SANDSTONE FRACTURED		
57.10	81.00	23.90	SANDSTONE GREY		
81.00	88.00	7.00	SILTSTONE		
88.00	88.50	0.50	CLAY,SANDSTONE GREY		
88.50	95.50	7.00	SANDSTONE GREY		

95.50	115.00	19.50	SANDSTONE QUARTZ
115.00	120.00	5.00	SANDSTONE GREY
120.00	125.00	5.00	SANDSTONE QUARTZ
125.00	157.00	32.00	SANDSTONE GREY
157.00	169.00	12.00	SANDSTONE QUARTZ
169.00	179.00	10.00	SANDSTONE GREY
179.00	182.00	3.00	SANDSTONE DARK BROWN
182.00	188.00	6.00	SANDSTONE GREY QUARTZ
188.00	198.00	10.00	SANDSTONE GREY SILTSTONE
198.00	210.30	12.30	SANDSTONE GREY

---

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# Groundwater Works Summary

For information on the meaning of fields please see [Glossary](#)  
Document Generated on Tuesday, October 7, 2014

[Print Report](#)

[Works Details](#) [Site Details](#) [Form A](#) [Licensed Construction](#) [Water Bearing Zones](#) [Drillers Log](#)

## Work Requested -- GW112474

### Works Details [\(top\)](#)

<b>GROUNDWATER NUMBER</b>	GW112474
<b>LIC-NUM</b>	10BL604300
<b>AUTHORISED-PURPOSES</b>	TEST BORE
<b>INTENDED-PURPOSES</b>	TEST BORE
<b>WORK-TYPE</b>	Bore
<b>WORK-STATUS</b>	Test Hole
<b>CONSTRUCTION-METHOD</b>	Rotary Air
<b>OWNER-TYPE</b>	Private
<b>COMMENCE-DATE</b>	
<b>COMPLETION-DATE</b>	2010-12-15
<b>FINAL-DEPTH (metres)</b>	150.00
<b>DRILLED-DEPTH (metres)</b>	150.00
<b>CONTRACTOR-NAME</b>	
<b>DRILLER-NAME</b>	
<b>PROPERTY</b>	HURLSTONE AGRICULTURAL HIGH
<b>GWMA</b>	-
<b>GW-ZONE</b>	-
<b>STANDING-WATER-LEVEL</b>	
<b>SALINITY</b>	2600.00
<b>YIELD</b>	0.12

### Site Details [\(top\)](#)

<b>REGION</b>	10 - SYDNEY SOUTH COAST
<b>RIVER-BASIN</b>	
<b>AREA-DISTRICT</b>	
<b>CMA-MAP</b>	
<b>GRID-ZONE</b>	
<b>SCALE</b>	
<b>ELEVATION</b>	
<b>ELEVATION-SOURCE</b>	
<b>NORTHING</b>	6239001.00
<b>EASTING</b>	304960.00
<b>LATITUDE</b>	33 58' 17"
<b>LONGITUDE</b>	150 53' 20"
<b>GS-MAP</b>	
<b>AMG-ZONE</b>	56
<b>COORD-SOURCE</b>	
<b>REMARK</b>	

### Form-A [\(top\)](#)

**COUNTY** CUMBERLAND  
**PARISH** MINTO  
**PORTION-LOT-DP** 21//1035516

### Licensed [\(top\)](#)

**COUNTY** CUMBERLAND  
**PARISH** MINTO  
**PORTION-LOT-DP** 21 1035516

### Construction [\(top\)](#)

Negative depths indicate Above Ground Level;H-Hole;P-Pipe;OD-Outside Diameter;  
 ID-Inside Diameter;C-Cemented;SL-Slot Length;A-Aperture;GS-Grain Size;Q-Quantity

HOLE-NO	PIPE-NO	COMPONENT-CODE	COMPONENT-TYPE	DEPTH-FROM (metres)	DEPTH-TO (metres)	OD (mm)	ID (mm)	INTERVAL	DETAIL
1		Hole	Hole	0.00	150.00	150			Rotary Air

### Water Bearing Zones [\(top\)](#)

FROM-DEPTH (metres)	TO-DEPTH (metres)	THICKNESS (metres)	ROCK-CAT-DESC	S-W-L	D-D-L	YIELD	TEST-HOLE-DEPTH (metres)	DURATION	SALINITY
78.00	78.01	0.01				0.04		0.50	900.00
84.00	84.01	0.01				0.06		0.50	1800.00
148.00	148.01	0.01				0.12		0.50	2600.00

### Drillers Log [\(top\)](#)

FROM	TO	THICKNESS	DESC	GEO-MATERIAL	COMMENT
0.00	0.30	0.30	TOPSOIL		
0.30	2.50	2.20	CLAY RED		
2.50	5.00	2.50	CLAY WHITE		
5.00	23.00	18.00	SHALE GREY		
23.00	30.00	7.00	SANDSTONE GREY		
30.00	150.00	120.00	SANDSTONE WHITE,W/GREY SANDSTONE BANDS		

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**Appendix E**  
**Borehole Engineering Log Sheets**

**Project ID:** CES140707-EPS  
**Client:** Environmental Property Services  
**Project:** Glenfield Waste Services  
**Location:** Cambridge Avenue, Glenfield

**X-Coord:** \_\_\_\_\_ **Date Commenced:** 02/09/2014 **Logged by:** WS  
**Y-Coord:** \_\_\_\_\_ **Date Completed:** 02/09/2014 **Checked by:** NB  
**Surface Elevation (R.L.):** \_\_\_\_\_ **Hole Diameter (mm):** \_\_\_\_\_

Drilling Information				LITHOLOGY			Samples	Tests	Notes and additional observations			
Depth (mBGL)	R.L. (m)	Method (Support)	Water	Symbol	USCS Symbol	Description	Consistency / Density	Moisture		Sample ID	SPT	Pocket Penetrometer (kPa)
0	0					SOIL TYPE: plasticity or particle characteristics colour, moisture, secondary and minor component					100 200 300 400	
0	0	V Bit				TOPSOIL: sandy Clay, low plasticity, brown and orange	Soft					
0.3						CLAY: Medium plasticity, orange-red and brown.	firm becoming stiff		BH01 0.3-0.5m			
0.5						SANDY CLAY: Low plasticity, grey, sand is fine grained.			BH01 0.5-0.7m			
1.5												
1.5									BH01 1.5-1.95m (SPT: 5, 8, 13 'N'=21)			
2.5												
2.5						SILTSTONE: dark grey and brown, estimated low strength.			BH01 2.5-2.7m (SPT: 24/R 'N' = 49+)			
3.8		TC Bit				End of Borehole at 3.8m depth (Refusal)			BH01 3.8-3.9m			
4												
5												
6												
7												
8												

**Drill Company:** Nealings Drilling  
**Machine Type:** \_\_\_\_\_

**Operator Name:** \_\_\_\_\_

Refer to Standard Sheets for details of abbreviations

**Project ID:** CES140707-EPS  
**Client:** Environmental Property Services  
**Project:** Glenfield Waste Services  
**Location:** Cambridge Avenue, Glenfield



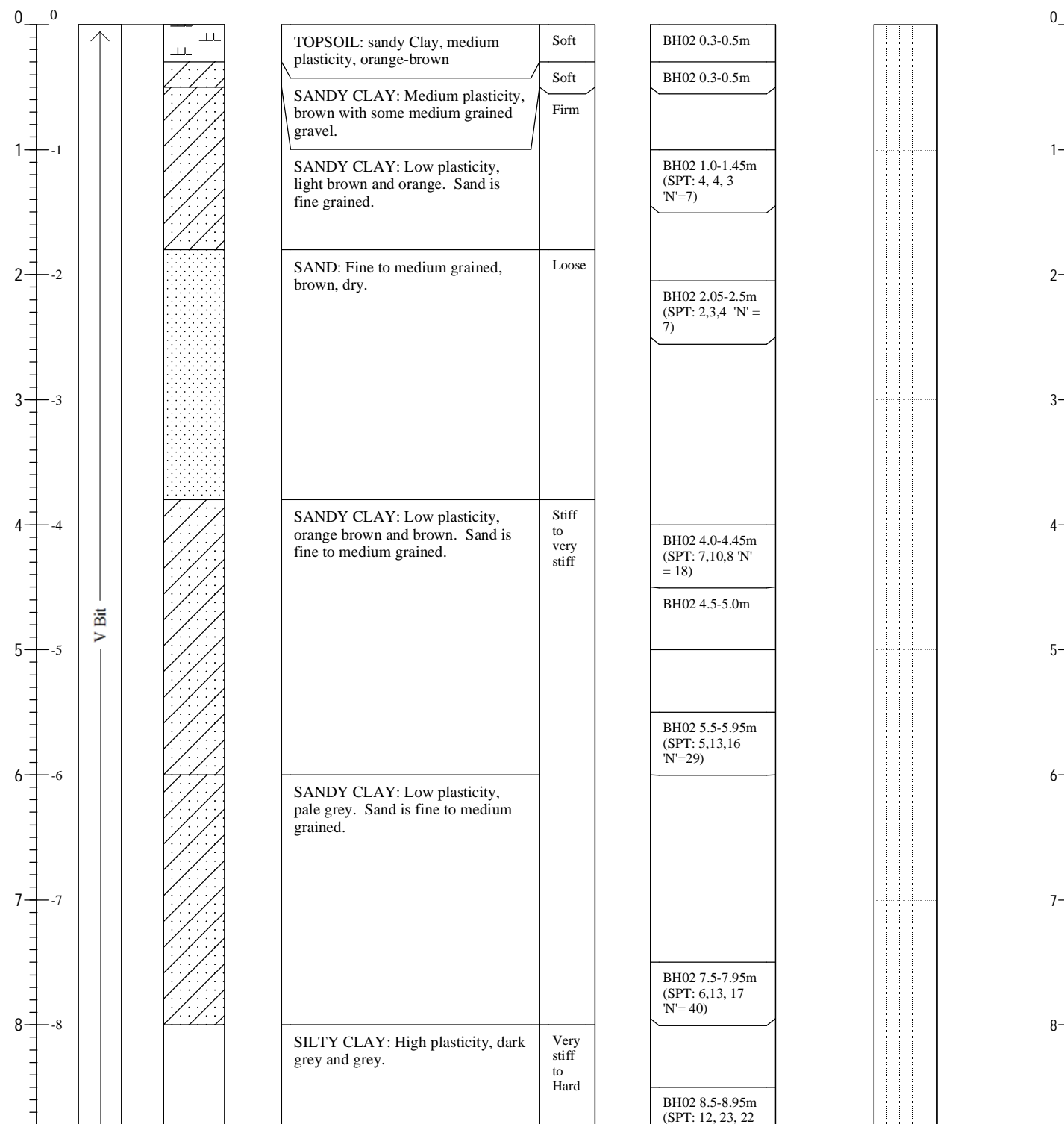
Suite 3, Level 1  
 55-65 Grandview Street, Pymble NSW 2073  
 PH: (02) 8569 2200 FAX: (02) 9983 0582  
 www.consultingearth.com.au

**LOG ID:**  
**BH02**

Sheet: 1 of 1

**X-Coord:** \_\_\_\_\_ **Date Commenced:** 02/09/2014 **Logged by:** WS  
**Y-Coord:** \_\_\_\_\_ **Date Completed:** 02/09/2014 **Checked by:** NB  
**Surface Elevation (R.L.):** \_\_\_\_\_ **Hole Diameter (mm):** \_\_\_\_\_

Drilling Information				LITHOLOGY			Samples	Tests	Notes and additional observations		
Depth (mBGL)	R.L. (m)	Method (Support)	Water	Symbol	USCS Symbol	Description SOIL TYPE: plasticity or particle characteristics colour, moisture, secondary and minor component	Consistency / Density	Moisture		Sample ID	SPT



**Drill Company:** Nealings Drilling  
**Machine Type:** \_\_\_\_\_

**Operator Name:** \_\_\_\_\_

Refer to Standard Sheets  
 for details of abbreviations

**Project ID:** CES140707-EPS  
**Client:** Environmental Property Services  
**Project:** Glenfield Waste Services  
**Location:** Cambridge Avenue, Glenfield

**X-Coord:** \_\_\_\_\_ **Date Commenced:** 02/09/2014 **Logged by:** WS  
**Y-Coord:** \_\_\_\_\_ **Date Completed:** 02/09/2014 **Checked by:** NB  
**Surface Elevation (R.L.):** \_\_\_\_\_ **Hole Diameter (mm):** \_\_\_\_\_

Drilling Information				LITHOLOGY				Samples	Tests	Notes and additional observations		
Depth (mBGL)	R.L. (m)	Method (Support)	Water	Symbol	USCS Symbol	Description	Consistency / Density	Moisture	Sample ID		SPT	Pocket Penetrometer (kPa)
9	-9	TC Bit				SILTSTONE: Grey and brown, estimated low strength.			BH02 9.0-9.6m			
10	-10									BH02 10.0-10.6m		
11	-11						End of Borehole at 10.6m depth (Refusal)					
12	-12											
13	-13											
14	-14											
15	-15											
16	-16											
17	-17											

**Drill Company:** Nealings Drilling  
**Machine Type:** \_\_\_\_\_

**Operator Name:** \_\_\_\_\_

Refer to Standard Sheets for details of abbreviations

**Project ID:** CES140707-EPS  
**Client:** Environmental Property Services  
**Project:** Glenfield Waste Services  
**Location:** Cambridge Avenue, Glenfield



Suite 3, Level 1  
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 www.consultingearth.com.au

**LOG ID:**  
**BH03**

Sheet: 1 of 1

**X-Coord:** \_\_\_\_\_ **Date Commenced:** 02/09/2014 **Logged by:** WS  
**Y-Coord:** \_\_\_\_\_ **Date Completed:** 02/09/2014 **Checked by:** NB  
**Surface Elevation (R.L.):** \_\_\_\_\_ **Hole Diameter (mm):** \_\_\_\_\_

Drilling Information				LITHOLOGY			Samples	Tests	Notes and additional observations			
Depth (mBGL)	R.L. (m)	Method (Support)	Water	Symbol	USCS Symbol	Description	Consistency / Density	Moisture		Sample ID	SPT	Pocket Penetrometer (kPa)
0	0					SOIL TYPE: plasticity or particle characteristics colour, moisture, secondary and minor component					100 200 300 400	
0	0	V Bit				TOPSOIL: sandy Clay, low plasticity, brown	Soft		BH03 0.0-0.3m			
0.5	-0.5					CLAY: High plasticity, orange and grey.	Firm					
1.0	-1.0					SANDY CLAY: Low plasticity, grey and orange. Sand is fine grained.	Firm		BH03 0.5-0.6m			
1.5	-1.5					CLAY: Low plasticity dark brown with some fragmented shale	Hard		BH03 1.0-1.45m (SPT: 8, 13, 25 'N'=38)			
2.5	-2.5	TC Bit							BH03 2.5-2.6m (SPT: R, 'N' = >50)			
3.5	-3.5								BH03 3.5-3.9m			
4	-4					End of Borehole at 3.9m depth (Refusal)						
5	-5											
6	-6											
7	-7											
8	-8											

**Drill Company:** Nealings Drilling  
**Machine Type:** \_\_\_\_\_

**Operator Name:** \_\_\_\_\_

Refer to Standard Sheets  
 for details of abbreviations

**Project ID:** CES140707-EPS  
**Client:** Environmental Property Services  
**Project:** Glenfield Waste Services  
**Location:** Cambridge Avenue, Glenfield

**X-Coord:** \_\_\_\_\_ **Date Commenced:** 02/09/2014 **Logged by:** WS  
**Y-Coord:** \_\_\_\_\_ **Date Completed:** 02/09/2014 **Checked by:** NB  
**Surface Elevation (R.L.):** \_\_\_\_\_ **Hole Diameter (mm):** \_\_\_\_\_

Drilling Information				LITHOLOGY			Samples	Tests	Notes and additional observations				
Depth (mBGL)	R.L. (m)	Method (Support)	Water	Symbol	USCS Symbol	Description SOIL TYPE: plasticity or particle characteristics colour, moisture, secondary and minor component	Consistency / Density	Moisture		Sample ID	SPT	Pocket Penetrometer (kPa) 100 200 300 400	
0	0	V Bit				TOPSOIL: sandy Clay, low plasticity, brown	Soft		BH04 0.0-0.3m				
								GRAVELLY CLAY: Low plasticity, yellow and orange. Gravel is medium grained	Stiff		BH04 0.3-0.5m		
1	-1	TC Bit				CLAY: High plasticity, grey and orange.	Very stiff		BH04 1.0-1.3				
2	-2						CLAY: Low plasticity orange			BH04 2.0-2.45m (SPT: 5.8,15 'N'=23)			
3	-3												
4	-4												
5	-5					SHALE: Dark grey, grey, estimated very low to low strength			BH04 4.5-4.95m (SPT: 5.3,13 'N'=16)				
6	-6								BH04 5.5-5.95m (SPT: 9.21, 25 'N'=46)				
7	-7					End of Borehole at 6.7m depth (Refusal)			BH4 6.6-6.7m				
8	-8												

**Drill Company:** Nealings Drilling  
**Machine Type:** \_\_\_\_\_

**Operator Name:** \_\_\_\_\_

Refer to Standard Sheets for details of abbreviations

**Appendix E**  
**Borehole Engineering Log Sheets**

**CERTIFICATE OF ANALYSIS**

**115575**

**Client:**

**Consulting Earth Scientists Pty Ltd**

Suite 3, Level 1  
55 Grandview Street  
Pymble  
NSW 2073

**Attention:** Wesley South

**Sample log in details:**

Your Reference:	<b><u>CES140707-EPS</u></b>
No. of samples:	31 soils
Date samples received / completed instructions received	03/09/14 / 03/09/14

**Analysis Details:**

Please refer to the following pages for results, methodology summary and quality control data. Samples were analysed as received from the client. Results relate specifically to the samples as received. Results are reported on a dry weight basis for solids and on an as received basis for other matrices.

***Please refer to the last page of this report for any comments relating to the results.***

**Report Details:**

Date results requested by: / Issue Date:	10/09/14 / 8/09/14
Date of Preliminary Report:	Not Issued

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Accredited for compliance with ISO/IEC 17025. **Tests not covered by NATA are denoted with \*.**

**Results Approved By:**



Jacinta Hurst  
Laboratory Manager

vTRH(C6-C10)/BTEXN in Soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-3 BH01-3 1.0-1.5 02/09/2014 Soil	115575-4 BH01-4 1.0-1.5 02/09/2014 Soil	115575-5 BH01-5 2.5-2.6 02/09/2014 Soil	115575-10 BH02-4 2.05-2.5 02/09/2014 Soil	115575-14 BH02-8 7.0-7.5 02/09/2014 Soil
Date extracted	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Date analysed	-	7/09/2014	7/09/2014	7/09/2014	7/09/2014	7/09/2014
TRHC <sub>6</sub> - C <sub>9</sub>	mg/kg	<25	<25	<25	<25	<25
TRHC <sub>6</sub> - C <sub>10</sub>	mg/kg	<25	<25	<25	<25	<25
vTPHC <sub>6</sub> - C <sub>10</sub> less BTEX (F1)	mg/kg	<25	<25	<25	<25	<25
Benzene	mg/kg	<0.2	<0.2	<0.2	<0.2	<0.2
Toluene	mg/kg	<0.5	<0.5	<0.5	<0.5	<0.5
Ethylbenzene	mg/kg	<1	<1	<1	<1	<1
m+p-xylene	mg/kg	<2	<2	<2	<2	<2
o-Xylene	mg/kg	<1	<1	<1	<1	<1
naphthalene	mg/kg	<1	<1	<1	<1	<1
Surrogate aaa-Trifluorotoluene	%	96	96	95	98	92

vTRH(C6-C10)/BTEXN in Soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-19 BH03-1 0.0-0.3 02/09/2014 Soil	115575-21 BH03-3 1.0-1.2 02/09/2014 Soil	115575-25 BH04-2 0.3-0.5 02/09/2014 Soil	115575-29 BH04-6 4.0-4.5 02/09/2014 Soil
Date extracted	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Date analysed	-	7/09/2014	7/09/2014	7/09/2014	7/09/2014
TRHC <sub>6</sub> - C <sub>9</sub>	mg/kg	<25	<25	<25	<25
TRHC <sub>6</sub> - C <sub>10</sub>	mg/kg	<25	<25	<25	<25
vTPHC <sub>6</sub> - C <sub>10</sub> less BTEX (F1)	mg/kg	<25	<25	<25	<25
Benzene	mg/kg	<0.2	<0.2	<0.2	<0.2
Toluene	mg/kg	<0.5	<0.5	<0.5	<0.5
Ethylbenzene	mg/kg	<1	<1	<1	<1
m+p-xylene	mg/kg	<2	<2	<2	<2
o-Xylene	mg/kg	<1	<1	<1	<1
naphthalene	mg/kg	<1	<1	<1	<1
Surrogate aaa-Trifluorotoluene	%	90	96	91	96

svTRH (C10-C40) in Soil	UNITS	115575-3	115575-4	115575-5	115575-10	115575-14
Our Reference:	-----	BH01-3	BH01-4	BH01-5	BH02-4	BH02-8
Your Reference	-----	1.0-1.5	1.0-1.5	2.5-2.6	2.05-2.5	7.0-7.5
Depth						
Date Sampled		02/09/2014	02/09/2014	02/09/2014	02/09/2014	02/09/2014
Type of sample		Soil	Soil	Soil	Soil	Soil
Date extracted	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	05/09/2014	05/09/2014	05/09/2014	05/09/2014	05/09/2014
TRHC <sub>10</sub> - C <sub>14</sub>	mg/kg	<50	<50	<50	<50	<50
TRHC <sub>15</sub> - C <sub>28</sub>	mg/kg	<100	<100	<100	<100	<100
TRHC <sub>29</sub> - C <sub>36</sub>	mg/kg	<100	<100	<100	<100	<100
TRH>C <sub>10</sub> -C <sub>16</sub>	mg/kg	<50	<50	<50	<50	<50
TRH>C <sub>10</sub> - C <sub>16</sub> less Naphthalene (F2)	mg/kg	<50	<50	<50	<50	<50
TRH>C <sub>16</sub> -C <sub>34</sub>	mg/kg	<100	<100	<100	<100	<100
TRH>C <sub>34</sub> -C <sub>40</sub>	mg/kg	<100	<100	<100	<100	<100
Surrogate o-Terphenyl	%	95	94	94	94	92

svTRH (C10-C40) in Soil	UNITS	115575-19	115575-21	115575-25	115575-29
Our Reference:	-----	BH03-1	BH03-3	BH04-2	BH04-6
Your Reference	-----	0.0-0.3	1.0-1.2	0.3-0.5	4.0-4.5
Depth					
Date Sampled		02/09/2014	02/09/2014	02/09/2014	02/09/2014
Type of sample		Soil	Soil	Soil	Soil
Date extracted	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	05/09/2014	05/09/2014	05/09/2014	05/09/2014
TRHC <sub>10</sub> - C <sub>14</sub>	mg/kg	<50	<50	<50	<50
TRHC <sub>15</sub> - C <sub>28</sub>	mg/kg	<100	<100	<100	<100
TRHC <sub>29</sub> - C <sub>36</sub>	mg/kg	<100	<100	<100	<100
TRH>C <sub>10</sub> -C <sub>16</sub>	mg/kg	<50	<50	<50	<50
TRH>C <sub>10</sub> - C <sub>16</sub> less Naphthalene (F2)	mg/kg	<50	<50	<50	<50
TRH>C <sub>16</sub> -C <sub>34</sub>	mg/kg	<100	<100	<100	<100
TRH>C <sub>34</sub> -C <sub>40</sub>	mg/kg	<100	<100	<100	<100
Surrogate o-Terphenyl	%	92	91	96	91

PAHs in Soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-3 BH01-3 1.0-1.5 02/09/2014 Soil	115575-4 BH01-4 1.0-1.5 02/09/2014 Soil	115575-5 BH01-5 2.5-2.6 02/09/2014 Soil	115575-10 BH02-4 2.05-2.5 02/09/2014 Soil	115575-14 BH02-8 7.0-7.5 02/09/2014 Soil
Date extracted	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Date analysed	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Naphthalene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Acenaphthylene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Acenaphthene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Fluorene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Phenanthrene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Anthracene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Fluoranthene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Pyrene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Benzo(a)anthracene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Chrysene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Benzo(b,j+k)fluoranthene	mg/kg	<0.2	<0.2	<0.2	<0.2	<0.2
Benzo(a)pyrene	mg/kg	<0.05	<0.05	<0.05	<0.05	<0.05
Indeno(1,2,3-c,d)pyrene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Dibenzo(a,h)anthracene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Benzo(g,h,i)perylene	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Benzo(a)pyrene TEQNEPMB1	mg/kg	<0.5	<0.5	<0.5	<0.5	<0.5
Total Positive PAHs	mg/kg	NIL (+)VE	NIL (+)VE	NIL (+)VE	NIL (+)VE	NIL (+)VE
Surrogate p-Terphenyl-d14	%	120	113	112	109	108

PAHs in Soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-19 BH03-1 0.0-0.3 02/09/2014 Soil	115575-21 BH03-3 1.0-1.2 02/09/2014 Soil	115575-25 BH04-2 0.3-0.5 02/09/2014 Soil	115575-29 BH04-6 4.0-4.5 02/09/2014 Soil
Date extracted	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Date analysed	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Naphthalene	mg/kg	<0.1	<0.1	<0.1	<0.1
Acenaphthylene	mg/kg	<0.1	<0.1	<0.1	<0.1
Acenaphthene	mg/kg	<0.1	<0.1	<0.1	<0.1
Fluorene	mg/kg	<0.1	<0.1	<0.1	<0.1
Phenanthrene	mg/kg	<0.1	<0.1	<0.1	<0.1
Anthracene	mg/kg	<0.1	<0.1	<0.1	<0.1
Fluoranthene	mg/kg	<0.1	<0.1	<0.1	<0.1
Pyrene	mg/kg	<0.1	<0.1	<0.1	<0.1
Benzo(a)anthracene	mg/kg	<0.1	<0.1	<0.1	<0.1
Chrysene	mg/kg	<0.1	<0.1	<0.1	<0.1
Benzo(b,j+k)fluoranthene	mg/kg	<0.2	<0.2	<0.2	<0.2
Benzo(a)pyrene	mg/kg	<0.05	<0.05	<0.05	<0.05
Indeno(1,2,3-c,d)pyrene	mg/kg	<0.1	<0.1	<0.1	<0.1
Dibenzo(a,h)anthracene	mg/kg	<0.1	<0.1	<0.1	<0.1
Benzo(g,h,i)perylene	mg/kg	<0.1	<0.1	<0.1	<0.1
Benzo(a)pyrene TEQNEPMB1	mg/kg	<0.5	<0.5	<0.5	<0.5
Total Positive PAHs	mg/kg	NIL (+)VE	NIL (+)VE	NIL (+)VE	NIL (+)VE
Surrogate p-Terphenyl-d14	%	110	111	113	108

Organochlorine Pesticides in soil		115575-3	115575-4	115575-5	115575-10	115575-14
Our Reference:	UNITS	BH01-3	BH01-4	BH01-5	BH02-4	BH02-8
Your Reference	-----	1.0-1.5	1.0-1.5	2.5-2.6	2.05-2.5	7.0-7.5
Depth	-----	02/09/2014	02/09/2014	02/09/2014	02/09/2014	02/09/2014
Date Sampled		Soil	Soil	Soil	Soil	Soil
Type of sample						
Date extracted	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
HCB	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
alpha-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
gamma-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
beta-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Heptachlor	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
delta-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Aldrin	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Heptachlor Epoxide	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
gamma-Chlordane	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
alpha-chlordane	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Endosulfan I	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
pp-DDE	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Dieldrin	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Endrin	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
pp-DDD	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Endosulfan II	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
pp-DDT	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Endrin Aldehyde	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Endosulfan Sulphate	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Methoxychlor	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Surrogate TCMX	%	91	92	91	91	91

Organochlorine Pesticides in soil		115575-19	115575-21	115575-25	115575-29
Our Reference:	UNITS	BH03-1	BH03-3	BH04-2	BH04-6
Your Reference	-----	0.0-0.3	1.0-1.2	0.3-0.5	4.0-4.5
Depth	-----	02/09/2014	02/09/2014	02/09/2014	02/09/2014
Date Sampled		Soil	Soil	Soil	Soil
Type of sample					
Date extracted	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014
HCB	mg/kg	<0.1	<0.1	<0.1	<0.1
alpha-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1
gamma-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1
beta-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1
Heptachlor	mg/kg	<0.1	<0.1	<0.1	<0.1
delta-BHC	mg/kg	<0.1	<0.1	<0.1	<0.1
Aldrin	mg/kg	<0.1	<0.1	<0.1	<0.1
Heptachlor Epoxide	mg/kg	<0.1	<0.1	<0.1	<0.1
gamma-Chlordane	mg/kg	<0.1	<0.1	<0.1	<0.1
alpha-chlordane	mg/kg	<0.1	<0.1	<0.1	<0.1
Endosulfan I	mg/kg	<0.1	<0.1	<0.1	<0.1
pp-DDE	mg/kg	<0.1	<0.1	<0.1	<0.1
Dieldrin	mg/kg	<0.1	<0.1	<0.1	<0.1
Endrin	mg/kg	<0.1	<0.1	<0.1	<0.1
pp-DDD	mg/kg	<0.1	<0.1	<0.1	<0.1
Endosulfan II	mg/kg	<0.1	<0.1	<0.1	<0.1
pp-DDT	mg/kg	<0.1	<0.1	<0.1	<0.1
Endrin Aldehyde	mg/kg	<0.1	<0.1	<0.1	<0.1
Endosulfan Sulphate	mg/kg	<0.1	<0.1	<0.1	<0.1
Methoxychlor	mg/kg	<0.1	<0.1	<0.1	<0.1
Surrogate TCMX	%	90	91	94	90

PCBs in Soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-3 BH01-3 1.0-1.5 02/09/2014 Soil	115575-4 BH01-4 1.0-1.5 02/09/2014 Soil	115575-5 BH01-5 2.5-2.6 02/09/2014 Soil	115575-10 BH02-4 2.05-2.5 02/09/2014 Soil	115575-14 BH02-8 7.0-7.5 02/09/2014 Soil
Date extracted	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Arochlor 1016	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Arochlor 1221	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Arochlor 1232	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Arochlor 1242	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Arochlor 1248	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Arochlor 1254	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Arochlor 1260	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Surrogate TCLMX	%	91	92	91	91	91

PCBs in Soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-19 BH03-1 0.0-0.3 02/09/2014 Soil	115575-21 BH03-3 1.0-1.2 02/09/2014 Soil	115575-25 BH04-2 0.3-0.5 02/09/2014 Soil	115575-29 BH04-6 4.0-4.5 02/09/2014 Soil
Date extracted	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Arochlor 1016	mg/kg	<0.1	<0.1	<0.1	<0.1
Arochlor 1221	mg/kg	<0.1	<0.1	<0.1	<0.1
Arochlor 1232	mg/kg	<0.1	<0.1	<0.1	<0.1
Arochlor 1242	mg/kg	<0.1	<0.1	<0.1	<0.1
Arochlor 1248	mg/kg	<0.1	<0.1	<0.1	<0.1
Arochlor 1254	mg/kg	<0.1	<0.1	<0.1	<0.1
Arochlor 1260	mg/kg	<0.1	<0.1	<0.1	<0.1
Surrogate TCLMX	%	90	91	94	90

Acid Extractable metals in soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-3 BH01-3 1.0-1.5 02/09/2014 Soil	115575-4 BH01-4 1.0-1.5 02/09/2014 Soil	115575-5 BH01-5 2.5-2.6 02/09/2014 Soil	115575-10 BH02-4 2.05-2.5 02/09/2014 Soil	115575-14 BH02-8 7.0-7.5 02/09/2014 Soil
Date digested	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Arsenic	mg/kg	6	<4	10	<4	5
Cadmium	mg/kg	<0.4	<0.4	<0.4	<0.4	<0.4
Chromium	mg/kg	6	6	7	3	10
Copper	mg/kg	17	19	32	2	28
Lead	mg/kg	12	19	25	5	14
Mercury	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Nickel	mg/kg	6	4	40	2	6
Zinc	mg/kg	27	22	120	3	29

Acid Extractable metals in soil Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-19 BH03-1 0.0-0.3 02/09/2014 Soil	115575-21 BH03-3 1.0-1.2 02/09/2014 Soil	115575-25 BH04-2 0.3-0.5 02/09/2014 Soil	115575-29 BH04-6 4.0-4.5 02/09/2014 Soil	115575-32 BH01-3 - TRIPLICATE 1.0-1.5 02/09/2014 Soil
Date digested	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Date analysed	-	04/09/2014	04/09/2014	04/09/2014	04/09/2014	04/09/2014
Arsenic	mg/kg	7	7	<4	10	10
Cadmium	mg/kg	<0.4	<0.4	<0.4	0.5	<0.4
Chromium	mg/kg	22	6	9	15	9
Copper	mg/kg	15	23	14	39	22
Lead	mg/kg	26	14	17	20	22
Mercury	mg/kg	<0.1	<0.1	<0.1	<0.1	<0.1
Nickel	mg/kg	19	8	4	40	13
Zinc	mg/kg	62	48	15	100	46

Moisture						
Our Reference:	UNITS	115575-3	115575-4	115575-5	115575-10	115575-14
Your Reference	-----	BH01-3	BH01-4	BH01-5	BH02-4	BH02-8
Depth	-----	1.0-1.5	1.0-1.5	2.5-2.6	2.05-2.5	7.0-7.5
Date Sampled		02/09/2014	02/09/2014	02/09/2014	02/09/2014	02/09/2014
Type of sample		Soil	Soil	Soil	Soil	Soil
Date prepared	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Date analysed	-	5/09/2014	5/09/2014	5/09/2014	5/09/2014	5/09/2014
Moisture	%	13	14	8.2	5.0	13

Moisture					
Our Reference:	UNITS	115575-19	115575-21	115575-25	115575-29
Your Reference	-----	BH03-1	BH03-3	BH04-2	BH04-6
Depth	-----	0.0-0.3	1.0-1.2	0.3-0.5	4.0-4.5
Date Sampled		02/09/2014	02/09/2014	02/09/2014	02/09/2014
Type of sample		Soil	Soil	Soil	Soil
Date prepared	-	4/09/2014	4/09/2014	4/09/2014	4/09/2014
Date analysed	-	5/09/2014	5/09/2014	5/09/2014	5/09/2014
Moisture	%	13	11	11	17

Asbestos ID - soils Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-3 BH01-3 1.0-1.5 02/09/2014 Soil	115575-4 BH01-4 1.0-1.5 02/09/2014 Soil	115575-5 BH01-5 2.5-2.6 02/09/2014 Soil	115575-10 BH02-4 2.05-2.5 02/09/2014 Soil	115575-14 BH02-8 7.0-7.5 02/09/2014 Soil
Date analysed	-	5/09/2014	5/09/2014	5/09/2014	5/09/2014	5/09/2014
Sample mass tested	g	Approx 40g	Approx 40g	Approx 40g	Approx 40g	Approx 40g
Sample Description	-	Pinkish fine grain soil	Pinkish fine grain soil	Brown fine grain soil & rocks	Brown coarse grain soil	Yellow-brown fine grain soil
Asbestos ID in soil	-	No asbestos detected at reporting limit of 0.1g/kg	No asbestos detected at reporting limit of 0.1g/kg	No asbestos detected at reporting limit of 0.1g/kg	No asbestos detected at reporting limit of 0.1g/kg	No asbestos detected at reporting limit of 0.1g/kg
Trace Analysis	-	No asbestos detected	No asbestos detected	No asbestos detected	No asbestos detected	No asbestos detected

Asbestos ID - soils Our Reference: Your Reference Depth Date Sampled Type of sample	UNITS ----- -----	115575-19 BH03-1 0.0-0.3 02/09/2014 Soil	115575-21 BH03-3 1.0-1.2 02/09/2014 Soil	115575-25 BH04-2 0.3-0.5 02/09/2014 Soil	115575-29 BH04-6 4.0-4.5 02/09/2014 Soil
Date analysed	-	5/09/2014	5/09/2014	5/09/2014	5/09/2014
Sample mass tested	g	Approx 40g	Approx 40g	Approx 40g	Approx 40g
Sample Description	-	Brown coarse grain soil & rocks	Grey fine grain soil & rocks	Brown coarse grain soil	Yellow-brown fine grain soil
Asbestos ID in soil	-	No asbestos detected at reporting limit of 0.1g/kg	No asbestos detected at reporting limit of 0.1g/kg	No asbestos detected at reporting limit of 0.1g/kg	No asbestos detected at reporting limit of 0.1g/kg
Trace Analysis	-	No asbestos detected	No asbestos detected	No asbestos detected	No asbestos detected

MethodID	Methodology Summary
Org-016	Soil samples are extracted with methanol and spiked into water prior to analysing by purge and trap GC-MS. Water samples are analysed directly by purge and trap GC-MS. F1 = (C6-C10)-BTEX as per NEPM B1 Guideline on Investigation Levels for Soil and Groundwater.
Org-014	Soil samples are extracted with methanol and spiked into water prior to analysing by purge and trap GC-MS.
Org-003	Soil samples are extracted with Dichloromethane/Acetone and waters with Dichloromethane and analysed by GC-FID. F2 = (>C10-C16)-Naphthalene as per NEPM B1 Guideline on Investigation Levels for Soil and Groundwater (HSLs Tables 1A (3, 4)). Note Naphthalene is determined from the VOC analysis.
Org-012 subset	Soil samples are extracted with Dichloromethane/Acetone and waters with Dichloromethane and analysed by GC-MS. Benzo(a)pyrene TEQ as per NEPM B1 Guideline on Investigation Levels for Soil and Groundwater - 2013.
Org-005	Soil samples are extracted with dichloromethane/acetone and waters with dichloromethane and analysed by GC with dual ECD's.
Org-006	Soil samples are extracted with dichloromethane/acetone and waters with dichloromethane and analysed by GC-ECD.
Metals-020 ICP-AES	Determination of various metals by ICP-AES.
Metals-021 CV-AAS	Determination of Mercury by Cold Vapour AAS.
Inorg-008	Moisture content determined by heating at 105+/-5 deg C for a minimum of 12 hours.
ASB-001	Asbestos ID - Qualitative identification of asbestos in bulk samples using Polarised Light Microscopy and Dispersion Staining Techniques including Synthetic Mineral Fibre and Organic Fibre as per Australian Standard 4964-2004.

**Client Reference: CES140707-EPS**

QUALITYCONTROL	UNITS	PQL	METHOD	Blank	Duplicate Sm#	Duplicate results	Spike Sm#	Spike % Recovery
vTRH(C6-C10)/BTEXN in Soil						Base II Duplicate II %RPD		
Date extracted	-			4/09/2014	115575-3	4/09/2014    4/09/2014	LCS-3	4/09/2014
Date analysed	-			7/09/2014	115575-3	7/09/2014    7/09/2014	LCS-3	7/09/2014
TRHC <sub>6</sub> - C <sub>9</sub>	mg/kg	25	Org-016	<25	115575-3	<25    <25	LCS-3	76%
TRHC <sub>6</sub> - C <sub>10</sub>	mg/kg	25	Org-016	<25	115575-3	<25    <25	LCS-3	76%
Benzene	mg/kg	0.2	Org-016	<0.2	115575-3	<0.2    <0.2	LCS-3	76%
Toluene	mg/kg	0.5	Org-016	<0.5	115575-3	<0.5    <0.5	LCS-3	74%
Ethylbenzene	mg/kg	1	Org-016	<1	115575-3	<1    <1	LCS-3	76%
m+p-xylene	mg/kg	2	Org-016	<2	115575-3	<2    <2	LCS-3	77%
o-Xylene	mg/kg	1	Org-016	<1	115575-3	<1    <1	LCS-3	74%
naphthalene	mg/kg	1	Org-014	<1	115575-3	<1    <1	[NR]	[NR]
Surrogate aaa-Trifluorotoluene	%		Org-016	99	115575-3	96    96    RPD: 0	LCS-3	85%
QUALITYCONTROL	UNITS	PQL	METHOD	Blank	Duplicate Sm#	Duplicate results	Spike Sm#	Spike % Recovery
svTRH(C10-C40) in Soil						Base II Duplicate II %RPD		
Date extracted	-			04/09/2014	115575-3	04/09/2014    04/09/2014	LCS-3	04/09/2014
Date analysed	-			05/09/2014	115575-3	05/09/2014    05/09/2014	LCS-3	05/09/2014
TRHC <sub>10</sub> - C <sub>14</sub>	mg/kg	50	Org-003	<50	115575-3	<50    <50	LCS-3	89%
TRHC <sub>15</sub> - C <sub>28</sub>	mg/kg	100	Org-003	<100	115575-3	<100    <100	LCS-3	81%
TRHC <sub>28</sub> - C <sub>36</sub>	mg/kg	100	Org-003	<100	115575-3	<100    <100	LCS-3	71%
TRH>C <sub>10</sub> -C <sub>16</sub>	mg/kg	50	Org-003	<50	115575-3	<50    <50	LCS-3	89%
TRH>C <sub>16</sub> -C <sub>34</sub>	mg/kg	100	Org-003	<100	115575-3	<100    <100	LCS-3	81%
TRH>C <sub>34</sub> -C <sub>40</sub>	mg/kg	100	Org-003	<100	115575-3	<100    <100	LCS-3	71%
Surrogate o-Terphenyl	%		Org-003	102	115575-3	95    94    RPD: 1	LCS-3	129%
QUALITYCONTROL	UNITS	PQL	METHOD	Blank	Duplicate Sm#	Duplicate results	Spike Sm#	Spike % Recovery
PAHs in Soil						Base II Duplicate II %RPD		
Date extracted	-			4/09/2014	115575-3	4/09/2014    4/09/2014	LCS-3	4/09/2014
Date analysed	-			04/09/2014	115575-3	4/09/2014    4/09/2014	LCS-3	04/09/2014
Naphthalene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	LCS-3	121%
Acenaphthylene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Acenaphthene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Fluorene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	LCS-3	127%
Phenanthrene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	LCS-3	123%
Anthracene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Fluoranthene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	LCS-3	128%

Client Reference: CES140707-EPS

QUALITY CONTROL	UNITS	PQL	METHOD	Blank	Duplicate Sm#	Duplicate results	Spike Sm#	Spike % Recovery
PAHs in Soil						Base II Duplicate II %RPD		
Pyrene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	LCS-3	130%
Benzo(a)anthracene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Chrysene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	LCS-3	123%
Benzo(b,j+k) fluoranthene	mg/kg	0.2	Org-012 subset	<0.2	115575-3	<0.2    <0.2	[NR]	[NR]
Benzo(a)pyrene	mg/kg	0.05	Org-012 subset	<0.05	115575-3	<0.05    <0.05	LCS-3	129%
Indeno(1,2,3-c,d)pyrene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Dibenzo(a,h)anthracene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Benzo(g,h,i)perylene	mg/kg	0.1	Org-012 subset	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Surrogate p-Terphenyl-d14	%		Org-012 subset	127	115575-3	120    106    RPD: 12	LCS-3	128%
QUALITY CONTROL	UNITS	PQL	METHOD	Blank	Duplicate Sm#	Duplicate results	Spike Sm#	Spike % Recovery
Organochlorine Pesticides in soil						Base II Duplicate II %RPD		
Date extracted	-			04/09/2014	115575-3	04/09/2014    04/09/2014	LCS-3	04/09/2014
Date analysed	-			04/09/2014	115575-3	04/09/2014    04/09/2014	LCS-3	04/09/2014
HCB	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
alpha-BHC	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	118%
gamma-BHC	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
beta-BHC	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	119%
Heptachlor	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	109%
delta-BHC	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Aldrin	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	126%
Heptachlor Epoxide	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	123%
gamma-Chlordane	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
alpha-chlordane	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Endosulfan I	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
pp-DDE	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	121%
Dieldrin	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	127%
Endrin	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	124%
pp-DDD	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	132%
Endosulfan II	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
pp-DDT	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Endrin Aldehyde	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Endosulfan Sulphate	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	LCS-3	121%
Methoxychlor	mg/kg	0.1	Org-005	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Surrogate TCMX	%		Org-005	101	115575-3	91    92    RPD: 1	LCS-3	106%

**Client Reference: CES140707-EPS**

QUALITYCONTROL	UNITS	PQL	METHOD	Blank	Duplicate Sm#	Duplicate results	Spike Sm#	Spike % Recovery
PCBs in Soil						Base II Duplicate II %RPD		
Date extracted	-			04/09/2014	115575-3	04/09/2014    04/09/2014	LCS-3	04/09/2014
Date analysed	-			04/09/2014	115575-3	04/09/2014    04/09/2014	LCS-3	04/09/2014
Arochlor 1016	mg/kg	0.1	Org-006	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Arochlor 1221	mg/kg	0.1	Org-006	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Arochlor 1232	mg/kg	0.1	Org-006	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Arochlor 1242	mg/kg	0.1	Org-006	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Arochlor 1248	mg/kg	0.1	Org-006	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Arochlor 1254	mg/kg	0.1	Org-006	<0.1	115575-3	<0.1    <0.1	LCS-3	123%
Arochlor 1260	mg/kg	0.1	Org-006	<0.1	115575-3	<0.1    <0.1	[NR]	[NR]
Surrogate TCLMX	%		Org-006	[NT]	115575-3	91    92    RPD: 1	LCS-3	86%
QUALITYCONTROL	UNITS	PQL	METHOD	Blank	Duplicate Sm#	Duplicate results	Spike Sm#	Spike % Recovery
Acid Extractable metals in soil						Base II Duplicate II %RPD		
Date digested	-			04/09/2014	115575-3	04/09/2014    04/09/2014	LCS-8	04/09/2014
Date analysed	-			04/09/2014	115575-3	04/09/2014    04/09/2014	LCS-8	04/09/2014
Arsenic	mg/kg	4	Metals-020 ICP-AES	<4	115575-3	6    10    RPD: 50	LCS-8	100%
Cadmium	mg/kg	0.4	Metals-020 ICP-AES	<0.4	115575-3	<0.4    <0.4	LCS-8	105%
Chromium	mg/kg	1	Metals-020 ICP-AES	<1	115575-3	6    11    RPD: 59	LCS-8	105%
Copper	mg/kg	1	Metals-020 ICP-AES	<1	115575-3	17    27    RPD: 45	LCS-8	105%
Lead	mg/kg	1	Metals-020 ICP-AES	<1	115575-3	12    21    RPD: 55	LCS-8	103%
Mercury	mg/kg	0.1	Metals-021 CV-AAS	<0.1	115575-3	<0.1    <0.1	LCS-8	91%
Nickel	mg/kg	1	Metals-020 ICP-AES	<1	115575-3	6    15    RPD: 86	LCS-8	104%
Zinc	mg/kg	1	Metals-020 ICP-AES	<1	115575-3	27    65    RPD: 83	LCS-8	103%
QUALITYCONTROL	UNITS	Dup. Sm#		Duplicate		Spike Sm#	Spike % Recovery	
Acid Extractable metals in soil				Base + Duplicate + %RPD				
Date digested	-	[NT]		[NT]		115575-29	04/09/2014	
Date analysed	-	[NT]		[NT]		115575-29	04/09/2014	
Arsenic	mg/kg	[NT]		[NT]		115575-29	77%	
Cadmium	mg/kg	[NT]		[NT]		115575-29	71%	
Chromium	mg/kg	[NT]		[NT]		115575-29	72%	
Copper	mg/kg	[NT]		[NT]		115575-29	87%	
Lead	mg/kg	[NT]		[NT]		115575-29	73%	
Mercury	mg/kg	[NT]		[NT]		115575-29	75%	
Nickel	mg/kg	[NT]		[NT]		115575-29	#	

**Client Reference: CES140707-EPS**

QUALITY CONTROL Acid Extractable metals in soil	UNITS	Dup. Sm#	Duplicate Base + Duplicate + %RPD	Spike Sm#	Spike % Recovery
Zinc	mg/kg	[NT]	[NT]	115575-29	75%

**Report Comments:**

Asbestos: A portion of the supplied sample was sub-sampled for asbestos analysis according to Envirolab procedures. We cannot guarantee that this sub-sample is indicative of the entire sample. Envirolab recommends supplying 40-50g of sample in its own container.

Acid Extractable Metals in Soil: The laboratory RPD acceptance criteriae has been exceeded for 115575-3 for Cr, Pb, Ni, Zn. Therefore a triplicate result has been issued as laboratory sample number 115575-32.

METALS\_S:# Percent recovery is not possible to report due to the inhomogeneous nature of the element/s in the sample/s. However an acceptable recovery was obtained for the LCS.

Asbestos ID was analysed by Approved Identifier: Paul Ching  
Asbestos ID was authorised by Approved Signatory: Paul Ching

INS: Insufficient sample for this test  
NA: Test not required  
<: Less than

PQL: Practical Quantitation Limit  
RPD: Relative Percent Difference  
>: Greater than

NT: Not tested  
NA: Test not required  
LCS: Laboratory Control Sample

### Quality Control Definitions

**Blank:** This is the component of the analytical signal which is not derived from the sample but from reagents, glassware etc, can be determined by processing solvents and reagents in exactly the same manner as for samples.

**Duplicate:** This is the complete duplicate analysis of a sample from the process batch. If possible, the sample selected should be one where the analyte concentration is easily measurable.

**Matrix Spike:** A portion of the sample is spiked with a known concentration of target analyte. The purpose of the matrix spike is to monitor the performance of the analytical method used and to determine whether matrix interferences exist.

**LCS (Laboratory Control Sample):** This comprises either a standard reference material or a control matrix (such as a blank sand or water) fortified with analytes representative of the analyte class. It is simply a check sample.

**Surrogate Spike:** Surrogates are known additions to each sample, blank, matrix spike and LCS in a batch, of compounds which are similar to the analyte of interest, however are not expected to be found in real samples.

### Laboratory Acceptance Criteria

Duplicate sample and matrix spike recoveries may not be reported on smaller jobs, however, were analysed at a frequency to meet or exceed NEPM requirements. All samples are tested in batches of 20. The duplicate sample RPD and matrix spike recoveries for the batch were within the laboratory acceptance criteria.

Filters, swabs, wipes, tubes and badges will not have duplicate data as the whole sample is generally extracted during sample extraction.

Spikes for Physical and Aggregate Tests are not applicable.

For VOCs in water samples, three vials are required for duplicate or spike analysis.

Duplicates: <5xPQL - any RPD is acceptable; >5xPQL - 0-50% RPD is acceptable.

Matrix Spikes, LCS and Surrogate recoveries: Generally 70-130% for inorganics/metals; 60-140% for organics and 10-140% for SVOC and speciated phenols is acceptable.

In circumstances where no duplicate and/or sample spike has been reported at 1 in 10 and/or 1 in 20 samples respectively, the sample volume submitted was insufficient in order to satisfy laboratory QA/QC protocols.

When samples are received where certain analytes are outside of recommended technical holding times (THTs), the analysis has proceeded. Where analytes are on the verge of breaching THTs, every effort will be made to analyse within the THT or as soon as practicable.